

महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळ, मुंबई

तळमजला,एमएमटीसी
हाऊस, प्लॉट नं. सी २२,
ब्लॉक ई,
बान्द्रा कुर्ला
संकुल, बान्द्रा (पुर्व),मुंबई
४०० ०५१.



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

जा.क्र./मइवइबांकाकमं/ शेड NIT Document/२०१९/११५७

दिनांक : ११.०९.२०१९

ई-निविदा सुचना क्र.०२/२०१९

महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळाच्या कामगार नाक्याच्या ठिकाणी शेड उभारण्यासाठी नोंदणीकृत, अनुभवी व इच्छुक पुरवठादार संस्थेकडून खालील तपशीलानुसार ई-निविदा मागविण्यात येत आहेत.

अनु.क्र.	विषय	दिनांक	वेळ
१.	ई-निविदा डाऊनलोड करणे	दि.१३.०९.२०१९ ते दि. ०४.१०.२०१९	दुपारी १२.०० वाजता
२.	निविदापूर्व बैठक	दि.२४.०९.२०१९	सकाळी ११.३० वाजता
३.	निविदा सादर करणे	दि. ०४.१०.२०१९	दुपारी ४.०० वाजेपर्यंत
४.	निविदा उघडणे	दि.०७.१०.२०१९	दुपारी १२.३० वाजता
५.	अंदाजित खर्च (कर वगळून)	रु. ३१५.२० कोटी	

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

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

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

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

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



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

No./MBOCWW/ Shed NIT Document/2019 | 1593

Date:- 11.09.2019

E-Tender Serial Number: MBOCWWB/08/2019

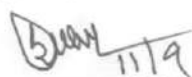
MBOCWW Board invites proposals from reputed and experienced companies to participate in online competitive bidding process of e-Tender for "Selection of Agency for Supply, Delivery and Implementation of Labour Sheds at Kamgar Naka across Maharashtra".

Sr. No.	Information	Details
1.	E-Tender Download	From 13.09.2019 Time: 12.00 PM to 04.10.2019 Time : till 04.00 PM
2.	Pre-Bid Meeting	24.09.2019 Time: 11.30 AM
3.	Last Date of Submission of Tender	04.10.2019 Time till 04.00 PM
4.	Tender Opening Date	07.10.2019 Time: 12.30 PM
5.	Estimated Cost (Excluding Tax)	Rs. 315.20 Cr.

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

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

Yours Faithfully,


Secretary/CEO,
MBOCWW Board



Invitation to e-Tender

Tender Reference No. – MBOCWWB/08/2019

Date: 13 September, 2019

Inviting e-Tender for

**“Selection of Agency for Supply, Delivery and Implementation
of Labour Sheds at Kamgar Naka across Maharashtra”**

Issued By

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

OFFICE OF THE SECRETARY/CEO, MBOCWW BOARD,
MMTC HOUSE, GROUND FLOOR, C-22, 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-Tender for Selection of Agency for Supply, Delivery and Implementation of Labour Sheds at Kamgar Naka across Maharashtra for the period of 1 year.

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

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

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

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

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



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

Pre-Bid meeting will be held on Date: 24.09.2019, Time: 11.30 am at the O/o Maharashtra Building and Other Construction Workers Welfare Board, MMTC House, E-Block, C-22, Banda-Kurla Complex, Bandra (E), Mumbai – 400 051, for any suggestions or doubts regarding the e-tender. The minutes of the Pre-Bid meeting will be published if there is a need of publishing them online. MBOCWW will not be bound to furnish any answers thereafter. All the terms and conditions mentioned in the tender application are binding on Bidders.

For any technical queries, please contact 24×7 helpdesk 180030702232, 07878107985/86, 07878007972/73.

Place: Mumbai

Date: 13.09.2019

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



1.1 Disclaimer

1. Maharashtra Building and Other Construction Workers Welfare Board, Mumbai (hereinafter referred to as “MBOCWW”) has issued this e-Tender (hereinafter referred to as “e-Tender”) for Selection of Agency for Supply, Delivery and Implementation of Labour Sheds at Kamgar Naka across Maharashtra, as such terms and conditions as set out in this e-Tender document, including but not limited to the technical specifications set out in different parts of this e-Tender document.
2. This e-Tender 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 e-Tender is not an agreement and the purpose of this e-Tender is to provide the bidder(s) with information to assist them in the formulation of their proposals. This e-Tender document does not purport to contain all the information bidders may require. This e-Tender 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 e-Tender in submitting their Proposal. This e-Tender 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 e-Tender is not an agreement by and between MBOCWW and the prospective bidders or any other person. The information contained in this e-Tender 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 e-Tender document. Each Bidder is advised to consider the e-Tender 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 e-Tender 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 e-Tender 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 e-Tender 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 e-Tender.
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 e-Tender or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the e-Tender and any assessment, assumption, statement or information contained therein or deemed to be part of this e-Tender 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 e-Tender.



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

<https://mahatenders.gov.in>



1.2 Glossary of Terms

Terms	Meaning
BOCW	Building & Other Construction Workers
CEO	Chief Executive Officer
CIDCO	City & Industrial Development Corporation
DIC	District Industries Center
EMD	Earnest Money Deposit
GLO	Government Labour Officer
GoM	Government of Maharashtra
GST	Goods & Service Tax
ISO	International Organization for Standardization
MBOCWW	Maharashtra Building and Other Construction Workers Welfare
MHADA	Maharashtra Housing & Area Development Authority
MMRDA	Mumbai Metropolitan Region Development Authority
MSME	Micro Small & Medium Enterprises
NOC	No Objection Certificate
NSIC	National Small Industries Corporation
O&M	Operation & Maintenance
OHSAS	Occupational Health & Safety Assessment Series
PBG	Performance Bank Guarantee
PQ	Pre-Qualification
PSU	Public Sector Undertaking
PWD	Public Works Department
RFP	Request for Proposal, e-Tender
SLA	Service Level Agreement
SSI	Small Scale Industries
SOW	Scope of Work

1.3 Definitions

#	Term	Definition
1.	Agency	The “ Agency ” shall mean the Organization selected by Purchaser as a result of the tendering process described in this tender document. The Agency essentially means the Organization who shall be fully responsible Supply, Delivery and Implementation of Labour Sheds at Kamgar Naka across Maharashtra, as per the requirements and terms and conditions specified in this tender / contract.



#	Term	Definition
2.	Building worker	“Building worker” means a person who is employed to do any skilled, semi-skilled or unskilled, manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment be expressed or implied, in connection with any building or other construction work but does not include any such person— (i) who is employed mainly in a managerial or administrative capacity; or (ii) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature;
3.	Contractor	The “Contractor” means a person who undertakes to produce a given result for any establishment, other than a mere supply of goods or articles of manufacture, by the employment of building workers or who supplies building workers for any work of the establishment, and includes a sub-contractor;
4.	Establishment	The “establishment” means any establishment belonging to, or under the control of, Government, anybody corporate or firm, an individual or association or other body of individuals which or who employs building workers in any building or other construction work; and includes an establishment belonging to a contractor, but does not include an individual who employs such workers in any building or contraction work in relation to his own residence the total cost of such construction not being more than rupees ten lakhs;
5.	Employer	The “Employer” in relation to an establishment, means the owner thereof, and includes— (i) in relation to a building or other construction work carried on by or on behalf of a local authority or other establishment, directly without any



#	Term	Definition
		contractor, the chief executive officer of that authority or establishment; (ii) in relation to a building or other construction work carried on by or through a contractor, or by the employment of building workers supplied by a contractor, the contractor;
6.	Building or other construction work	The “building or other construction work” means the construction, alteration, repairs, maintenance or demolition, of or, in relation to, buildings, streets, roads, railways, tramways, airfields, irrigation, drainage, embankment and navigation works, flood control works (including storm water drainage works), generation, transmission and distribution of power, water works (including channels for distribution of water), oil and gas installations, electric lines, wireless, radio, television, telephone, telegraph and overseas communications, dams, canals, reservoirs, watercourses, tunnels, bridges, viaducts, aquaducts, pipelines, towers, cooling towers, transmission towers and such other work as may be specified in this behalf by the appropriate Government, by notification but does not include any building or other construction work to which the provisions of the Factories Act, 1948 (63 of 1948), or the Mines Act, 1952 (35 of 1952), apply
7.	Project	The “Project” shall mean entire scope of work as mentioned in this e-Tender document.
8.	Purchaser	The “Purchaser” shall mean the Maharashtra Building and Other Construction Workers Welfare Board Limited. (‘MBOCWW’), and its successors and assignees and shall be the agency that shall execute the project.
9.	Board/MBOCWW	The “Board” / “MBOCWW” shall mean the Maharashtra Building and Other Construction Worker Board and its successors and assignees



#	Term	Definition
10.	Bidder	The “Bidder” shall mean the Organization on whose behalf the tender response has been submitted and bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement
11.	Business Day	“Business Day” means any day that is not a Sunday or a public holiday.
12.	Parties	“Parties” means the Purchaser, The Agency, Application Service Provider and OEM and “Party” means either of the Parties.
13.	Contract	“Contract” means the e-Tender and all Annexes thereto, the Agreement entered into between the selected Agency together with the Purchaser as recorded in the Contract form signed by the Purchaser and the Agency including all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
14.	Contract Value	“Contract Value” means the price payable to the Agency under this Contract for the full and proper performance of its contractual obligations.
15.	Document	“Document” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.
16.	Effective Date	“Effective Date” means the date on which this Contract comes into force. This Contract shall come into force and effect on the date (the “Effective Date”) of the Purchaser’s notice to the Agency instructing to begin carrying out the activities.
17.	Services	“Services” means services to be provided as per the requirements / conditions specified in this tender / contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute the scope of work under the Contract.



1.4 Events and Dates

Table: Key Events and Date

Sr. No	Information	Details
1.	Advertising Date	From 13.09.2019, Time: 12.00 PM
2.	Download Date	From 13.09.2019, Time: 12.00 PM to Date: 04.10.2019, Time : Till 4:00 PM
3.	Last date to send in requests for clarifications	24.09.2019, Time: Till 11.30 AM
4.	Date, Time and place of Pre-Bid conference	Date: 24.09.2019, Time: 11.30 AM. As given below Sr No 8
5.	Release of response to clarifications would be available at	mahatenders.gov.in
6.	Last date (deadline) for online submission of bids	04.10.2019, Time : Till 4:00 PM on mahatenders.gov.in
7.	Technical Bid Opening Date & Time	07.10.2019 Time: 11.30 AM
8.	Address for communication and hard copy submission	Secretary/CEO, MBOCWW Board, MMTC House, E-Block, C-22, Banda-Kurla Complex, Bandra (E), Mumbai – 400 051 Tel: 022-26572631/32 Email ID: bocwwboardmaha@gmail.com

1.4.1 Other Important Information Related to Bid

Table: Other Information

#	Item	Description
1.	Earnest Money Deposit (EMD) – Online	Rs.3,15,00,000 (Rupees Three Crore Fifteen Lakhs Only) in form of Online or Bank Guarantee



Table: Other Information

#	Item	Description
2	Tender Fee	Rs. 10,000/- (Rupees Ten Thousand Only) to be paid on mahatenders.gov.in
3.	Bid Validity Period	(120) One-hundred-and-twenty days from the date of opening of Bids
4.	Performance Bank Guarantee value	3 % of contract value/ Bid value of successful bidder from a Nationalised Bank / Commercial Scheduled Bank and must be valid for the period duration and 120 days beyond the project period.
5	Estimated Cost (Excluding GST)	INR 315.20 Crores

1.4.2 e-Tender Structure

This e-Tender document consists of three sections viz:

Section - I: Instruction to Bidders

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

Section - II: Scope of Work

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

Section - III: Annexures to e-Tender

- Section – III of e-Tender includes draft agreements, annexures, formats and other information for Bidders and Design & Drawings of Labour Shed

2 Introduction & Background Information

This section contains information about the department, the project 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 30 various welfare schemes for construction workers which are being implemented in Maharashtra. The Act and Rules have provision for registration of workers as beneficiaries on working as construction worker for not less than 90 days during the preceding 12 months.



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

2.2 Project Description

2.2.1 Project Brief

- The Maharashtra Building and Other Construction Workers Welfare (MBOCWW) Board, Mumbai deals with welfare of various types of Construction Workers in Maharashtra. There are several schemes for welfare and benefit of Construction Workers which may be availed by a registered Construction Worker. MBOCWW Board intends to provide sheds to registered workers of MBOCWW Board across Maharashtra.
- Building and other construction workers are migrant in nature. During migration from one place to another, they face several difficulties even for basic amenities such as shelter, sanitation, crèche, etc.
- The local railway stations, footpaths, bus stops, roads or any other open space become temporary shelter and waiting room for Construction workers.
- MBOCWW Board have resolved to set up the labour sheds within the limits of Municipal Corporation, Councils, Nagar Panchayat, Cantonment Board and Gram Panchayat areas across Maharashtra for registered BOCW workers.
- Citizens of Maharashtra will be able to contact the BOCW workers at these Labour Sheds to avail their services. These Labour Sheds would help BOCW workers to increase job opportunities for them. Further, MBOCWW Board will also get their own asset to create awareness about the welfare schemes implemented by Board.



- MBOCWW board seeks to engage the Agency for Supply, Delivery and Implementation of Labour Sheds at Kamgar Naka across Maharashtra.

2.2.2 Eligibility of Beneficiary

Under this scheme all the construction workers are eligible who are registered under Section 12 of the Building Construction Workers (Employment and Conditions of Service) Act, 1996.



3 Qualification Criteria

No.	Qualification Requirements	Documents to be submitted	Annexure to be submitted
1.	The bidder shall be “A Company registered in India under the Companies Act 1956 or 2013 or The LLP Act 2008 since last 3 years.”	▪ Certificate of Incorporation or Registration	Form 3: General Profile of the bidder
	OR “A partnership firm registered under Partnership Act, 1932 in India since last 3 years.”	▪ A partnership deed duly registered under the Partnership Act	
	OR “A Sole Proprietorship with valid Certificate or License issued by Municipal authorities under Shop and Establishment Act in India since last 3 years.”	▪ Copy of valid Certificate or License issued by Municipal authorities under Shop and Establishment Act in India	
	OR “A Micro, Small & Medium Enterprises (MSEs) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises, and vendors registered with NSIC under a single point vendor registration scheme in India since last 3 years.”	▪ Copy of valid Entrepreneurs Memorandum (EM Part-II) / NSIC Certificate / Memorandum (UAM)/SSI/DIC.	
2.	The bidder shall submit Manufacturers Authorization Form for structural steel and chequered plate flooring.	Manufacturers Authorization Form in favor of the bidder from the manufacturers for structural steel and chequered plate flooring.	Form 4: Manufacturer's Authorization Form
3.	The bidder should have minimum Rs. 150 Crores Average Annual financial turnover during the last	Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3	Form 5: Financial



No.	Qualification Requirements	Documents to be submitted	Annexure to be submitted
	3 years (FY 2016-2017, 2017-2018, 2018-2019), ending 31 st March 2019.	audited financial years (FY 2016-2017, 2017-2018, 2018-2019). Certificate duly signed by Statutory Auditor of the Bidder or Certified Chartered Accountant for average annual Turnover for last 3 financial years (FY 2016-2017, 2017-2018, 2018-2019).	Capability of bidder
4.	The bidder should have net worth not less than Rs. 50 Crores as on the last year (FY 2018-2019)	Certificate duly signed by Statutory Auditor of the Bidder or Certified Chartered Accountant for positive net worth as on last 1 year (FY 2018-2019)	Form 5: Financial Capability of bidder
5.	The bidder should have experience of at least one successfully completed work costing not less than the amount equal to INR 250 Crores for "Civil Infrastructure or Steel Infrastructure Work in India in the last 7 years ending 31 st August, 2019" OR The bidder should have experience of at least two successfully completed works of which each work costing not less than the amount equal to INR 156 Crores for "Civil Infrastructure or Steel Infrastructure Work India in the last 7 years ending 31 st August, 2019" OR The bidder should have experience of at least three successfully completed works of which each work costing not less than the amount equal to INR 125	Work order and Completion Certificates from the client; The supporting documents shall mandatorily mention the value of project, quantity and duration of the contract.	Form 6: Past Experience of the bidder



No.	Qualification Requirements	Documents to be submitted	Annexure to be submitted
	Crores for “Civil Infrastructure or Steel Infrastructure Work in India in the last 7 years ending 31 st August, 2019”		
6.	The bidder must have valid ISO 9001 certificate as on bid submission date.	Copy of valid certificates signed and stamped by the Authorized Signatory of the Bidder.	Form 8: Certifications as per the Technical Qualification criteria
7.	The bidder should not be debarred/ blacklisted / banned/ not being under declaration of ineligibility for corrupt or fraudulent practices by any Government / PSU in India as on 31 Aug 2019.	An Affidavit on Rs. 100/- stamp paper signed by the Authorized Signatory of the Bidder as per Form 6	Form 7: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted
8.	The bidder should have a registered/ corporate office/ Service Office / Sales Office in Maharashtra.	Valid documentary proof of office / service centre address located in Maharashtra OR In case Office is not available, the bidder shall submit Undertaking on Rs. 100/- Stamp Paper duly notarized and signed by the Authorized Signatory of stating that Office shall be setup within 30 days from the date of issue of work order.	----
9.	The bidder must have GST registration certificate as on last date of submission.	Copy of GST registration certificate	----
10.	Power of Attorney to be on non-judicial stamp paper of appropriate value as per Stamp Act, relevant to place of execution	All the signatories of the Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director or Board resolution and authorization letters of	----



No.	Qualification Requirements	Documents to be submitted	Annexure to be submitted
		Board of Directors of the Companies.	
11.	On or before last date of bid submission, the bidder shall build and keep ready proof of concept/prototype of labour shed as per the technical specifications, design & drawings mentioned in the e Tender document at their own site/factory locations.	Scan File Copy in PDF format containing the Colour Photographs of the Proof of Concept /prototype	



4 Instruction to Bidders

4.1 Advice to the bidders

Bidders are advised to study this e-Tender 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 e-Tender document with full understanding to its implications. Bidders are also expected to visit the Board and understand the requirements to allow them to propose the best solution. Bid is to be submitted as per enclosed format only. Attach the certificates, brochures & documents asked for in the e-Tender document.

4.2 Consortium, Joint Ventures and Sub-Contracting

The consortium shall not be allowed. The bidder shall be solely responsible for the subcontracted part of work. MBOCWW Board shall not be responsible for the same.

4.3 Tender Form and Tender Fee

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

4.4 Earnest Money Deposit

The bidders are required to submit an EMD of Rs. 3,15,00,000 (Rupees Three Crore Fifteen Lakhs Only) through Online Payment or in the form of Bank Guarantee. Bidders shall submit the scanned copy of the EMD receipt as part of the technical bid document.

The earnest money deposit shall be non-interest bearing and is refundable to unsuccessful eTender. 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.

4.5 Submission of Bids

Sealed bids shall be received by the Secretary/CEO, MBOCWW Board, through the e-Tendering system before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of bids being declared a holiday, the bids will be received up to the appointed time on the next working day. Purchaser may, at its discretion, extend this deadline for submission of bids by issuing corrigendum and uploading the same on e-Tendering system. Telex, cable or facsimile bids will be rejected. To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website <https://mahatenders.gov.in>

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

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual's Digital e-Token. e-



Tendering Tool Kit for Bidders (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e- Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.

4.6 Method of Submission of Bids

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

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

Particulars	Instructions
Envelope A: Technical proposal	<p>Scanned copy of Receipt of the eTender Fees and Earnest Money Deposit (EMD) must be uploaded through online bid submission process.</p> <p>Scanned copy of demand draft drawn in the favour of “Maharashtra Building and Other Construction Workers Welfare Board, Mumbai” towards laboratory testing charges of Rs. 1,00,000/- must be uploaded through online bid submission process.</p> <p>The Pre-qualification documents and Technical documents shall be prepared in accordance with the requirements specified in this eTender and the formats are prescribed in this eTender. Bidders shall submit accurately filled Checklist for Pre-qualification documents and Technical evaluation documents as per format mentioned in this eTender.</p> <p>Each page of the Technical Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Technical Proposal should be submitted through online bid submission process only.</p>
Envelope B: Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this eTender



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

4.7 Late submission of Bids

Late submission will not be entertained and will not be permitted by the e-Tendering system.

4.8 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.

4.9 Erasures or Alterations and signing of bids

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

4.10 Pre - bid conference

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

Pre-bid Queries



Bidders are requested to submit their queries on the company letter head and in the following format on or before 24.09.2019, Time: 11.30 AM.

#	Section No.	Page No.	Clause No.	Reference/ Subject	Clarification Sought
..

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

4.11 Amendment of e-Tender 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 e-Tender Document by amending, modifying and/or supplementing the same.

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

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

4.12 Bid Validity

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

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



4.13 Modification & Withdrawal of Bids

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

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

4.14 Clarification of Bids

To assist in the scrutiny, evaluation and comparison of bids, purchaser may, at its discretion, ask some or all the Bidders for clarification of their bids on any of the points 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 Local Site Condition

It will be incumbent upon each Bidder/Agency to fully acquaint himself with the local conditions and other relevant factors at the place where shed shall be constructed.

It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the work and the Agreement as described in the e-Tender. The Board shall not entertain any request for clarification from the Bidder regarding such conditions.

4.16 Tender Opening

The technical bids will be opened before the committee on the e-Tendering system and the same will be evaluated as per the qualification criteria and relevant documents in support of them. Commercial bids of only technically qualified bidders will be opened before the committee on the e-Tendering system. Decision of the committee will be final. Adequate notice will be given to allow interested bidders or their representatives to attend the opening of the commercial proposals.



4.17 Technical Bids

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

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

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

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

4.18 Commercial Bids

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

4.19 Qualifying Criteria

Prior to the detailed evaluation of the Technical Bids, the Maharashtra Building and Other Construction Workers Welfare 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 e-Tender document.

The MBOCWW's evaluation in this regard shall be final and binding on the Bidder. The MBOCWW may at its sole discretion, waive any minor informality or non-conformity or irregularity in a Bid Document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

4.20 Technical Bid evaluation

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.



4.20.1 Technical Inspection of Proof of Concept/Prototype

- On or before last date of bid submission, the bidder shall build and keep ready proof of concept/prototype of labour shed as per the technical specifications, design & drawings mentioned in the e Tender document at their own site/factory locations.
- The entire cost of building proof of concept/prototype of labour shed shall be borne by the bidder.
- As a part of technical evaluation, Committee authorized by the MBOCWW Board shall visit the site/factory location and carry out technical inspection of the proof of concept/Prototype as per the time schedule decided by MBOCWW Board.
- Committee authorized by the MBOCWW Board shall verify and carry out inspection and testing of the proof of concept/prototype as per the technical specifications, designs and drawings mentioned in eTender document.
- Committee authorized by the MBOCWW Board shall prepare “Technical Inspection Report” recording the observations, findings and their remarks regarding the compliance of the proof of concept/prototype with respect to the technical specifications, designs and drawings mentioned in eTender document.

4.20.2 Sample Testing by Government Approved Laboratory

- As a part of technical evaluation, during the site inspection by committee members of the MBOCWW Board for verification of the Proof of concept/prototype, the bidder shall submit 2 sample set of following items:

Sr. No.	Item	Size(mm) Length X Breadth	Thickness (mm)	Size (Inch)
1	Square Tube	40 x 40	1.6	6
2	Round Tube	62 Ø	1.6	6
3	Rectangular Tube	80 x 40	2	6
4	Square Tube	80 x 80	2	6
5	Square Tube	92 x 92	2.5	6
6	Round Tube	165 Ø	2.5	6



Sr. No.	Item	Size(mm) Length X Breadth	Thickness (mm)	Size (Inch)
7	Metal Plate		12	6 x 6
8	Chequer Plate		5	6 x 6
9	Metal Sheet		1.2	6 x 6
10	Flex 300 gsm			12 x 12
11	Dustbin as per specification			1 Nos
12	Rectangular Tube	12.5 x 75	1.6	6
13	Upvc Round Pipe	25		6
14	Polyurethane insulated roofing system		28	6 x 6

- The MBOCWW shall send above mentioned sample set for laboratory testing to Government approved Laboratories.
- The charges for laboratory testing shall be borne by the bidder.
- The bidder shall submit scanned copy of the demand draft of Rs. 1,00,000/- (Rupees only) towards sample testing charges along with technical bid.
- On the date of Technical bid opening, the MBOCWW board shall inform the bidders about the date and time for submission of the physical copy of the demand draft towards testing charges. Only after intimation received by the MBOCWW board, bidder shall submit physical copy of the demand draft towards testing charges.
- The MBOCWW board reserves right to summarily reject the bid of the bidder fails to submit the samples to the MBOCWW board.
- The sample items submitted by bidders would be sent to Government / Government approved laboratories for testing.
- The reports of such Government laboratories would be considered as final and no correspondence on such matters would be entertained. Test reports of Government laboratories would form an integral part of technical evaluation and be vital for compliance, evaluation and qualification criteria.



- The MBOCWW board shall technically qualify only those bidders who fulfil following all three conditions:
 1. The qualifications mentioned in the section “qualification criteria” of the tender
 2. Proof of Concept/Prototype demonstrated by the bidder is found compliant by the committee during the technical inspection of the Proof of Concept/prototype
 3. All items included in sample set are found compliant as per the specifications mentioned under this eTender and approved by the Laboratory.

Only those bidders, who fulfil all the above mentioned three conditions shall be declared as “Responsive” and shall be eligible and qualified for Commercial Bid Opening.

4.21 Commercial Bid Evaluation

Only those bidders, who fulfil all the qualifications mentioned in the section “qualification criteria” of the tender and declared as “Responsive” post technical inspection, shall be eligible and qualified for Commercial Bid Opening. Commercial envelope of only qualified bidders shall be opened by the MBOCWW.

Of all the financial proposal opened, the Bidder whose financial proposal (“Grand Total in Numbers (GT)”) is lowest shall be considered eligible for award of contract.

4.22 Notification of Award

Prior to the expiration of the period of bid validity, MBOCWW 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 Tender Document is confidential and the Bidder shall ensure that anything contained in this tender document shall not be disclosed in any manner, whatsoever.

4.25 Tender Related Conditions

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

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

4.26 Rejection Criteria

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

a. General Rejection Criteria

- Bids received through Telex /Telegraphic / Fax / E-Mail except wherever required
- Bids which do not confirm unconditional validity of the bid as prescribed in the Tender
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process
- Any effort on the part of a Bidder to influence the purchaser's bid evaluation, bid comparison or contract award decisions



- Bids received by the purchaser after the last date for receipt of bids prescribed by the purchaser
- Bids without signature of person (s) duly authorized on required pages of the bid
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

b. Technical Rejection Criteria

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

c. Commercial Rejection Criteria

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



Section II – SCOPE OF WORK



5 Scope of Work

- MBOCWW board seeks to engage agency for Supply, Delivery and Implementation of Labour Sheds at Kamgar Naka across Maharashtra for the period of 1 year.

5.1 Overview of Scope of Work is as follows:

#	Particulars	Description																								
1.	Geographical Area	▪ Entire Maharashtra																								
2.	Quantity	<div>▪ 4,000 Nos.</div> <table><tr><th>Sr.</th><th>Type of Location</th><th>Quantity</th></tr><tr><td>1</td><td>Maha Nagar Palika</td><td>675</td></tr><tr><td>2</td><td>Nagar Palika / Nagar Parishad</td><td>2360</td></tr><tr><td>3</td><td>Nagar Panchayat</td><td>635</td></tr><tr><td>4</td><td>Cantonment Boards</td><td>7</td></tr><tr><td>5</td><td>Gram Panchayat (Population more than 10000)</td><td>286</td></tr><tr><td></td><td>Total Quantity</td><td>3963</td></tr><tr><td></td><td>Total Approximate Quantity</td><td>4000</td></tr></table>	Sr.	Type of Location	Quantity	1	Maha Nagar Palika	675	2	Nagar Palika / Nagar Parishad	2360	3	Nagar Panchayat	635	4	Cantonment Boards	7	5	Gram Panchayat (Population more than 10000)	286		Total Quantity	3963		Total Approximate Quantity	4000
Sr.	Type of Location	Quantity																								
1	Maha Nagar Palika	675																								
2	Nagar Palika / Nagar Parishad	2360																								
3	Nagar Panchayat	635																								
4	Cantonment Boards	7																								
5	Gram Panchayat (Population more than 10000)	286																								
	Total Quantity	3963																								
	Total Approximate Quantity	4000																								
3.	Survey of Kamgar Naka	<div>▪ Survey and Identification of Construction Workers Naka.</div> <div>▪ Obtaining approval from MBOCWW board for Supply, Delivery and Implementation of Labour Sheds at approved sites.</div>																								
4.	Permission / NOC of place for Implementation	▪ To get the permission from Municipal Corporation/ Nagarpalika/ Contractor for the location.																								
5.	Architecture / Design of shed	▪ To submit the architecture / design of every labour shed for an approval to the MBOCWW Board.																								
6.	Installation of Labour Shed	▪ After obtaining all permissions and approval of MBOCWW Board, agency shall supply and install the shed at approved location and hand over the same to concerned local body for further maintenance.																								

5.2 Survey of Kamgar Nakas

1. The agency shall submit survey report with minimum following information:
 - a. Address of the Kamgar Naka



- b. Average no. of registered construction workers gather everyday
 - c. Permission of concerned authority of the area
 - d. Latitude and Longitude of Location
2. The agency shall be responsible to get the list of all Kamgar Naka from concerned department of Municipal Corporation/ Municipal Council/ Nagar Parishad/Gram Panchayat.
3. The list of Nakas identified by the Agency shall be put up for an approval to MBOCWW board.
4. Nodal Officer / GLO (Government labour Officer) may physically visit and inspect the Kamgar Nakas identified by Agency before approval.
5. MBOCWW board reserves the right to accept or reject the Kamgar Nakas identified by Agency.
6. Agency shall begin the supply of sheds at the approved locations only after approval of MBOCWW board.

5.3 Permission / NOC of construction of labour sheds

- The agency shall be responsible to get the no objection certificate (NOC) or any other required permission to set up labour shed from concerned department of Municipal Corporation/ Municipal Council/ Nagar Parishad/ Nagar Panchayat of all those Kamgar Nakas where labour shed shall be implemented.
- Agency shall submit NOC along with the survey report for the proposed locations and get it approved from MBOCWW Board.

5.4 Technical Specification of Labour Shed

5.4.1 Civil Scope

1. Excavation for foundation in earth, soils of all types, sand, gravel and soft murum, hard murum , Hard rock by controlled blasting including trimming and levelling the bed by chiselling where necessary including removing the excavated material upto a distance of 50mt. Beyond the building area and stacking or spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling , ramming, watering, including shoring and strutting as necessary complete.



2. Filling in plinth and floors with contractor's soil, sand, gneiss rubble stone soiling or murum in 15 cm to 20 cm layers including watering and compaction complete.
3. Layering in situ ready mix cement concrete M-25 of trap/ granite/ quartzite/ gneiss metal for R.C.C. work in foundations like raft, strip foundations, grillage and footings of R.C.C. columns and steel stanchions etc. including bailing out water, formwork, cover blocks, compaction and curing roughening the surface if special finish is to be provided .
4. Fixing in position TMT-FE-500 reinforcement of various diameters for R.C.C. pile caps, footings, foundations, slabs, beams columns, canopies, staircase, newels, chajjas, lintels, arches, copings, fins, arches etc. as per detailed designs, drawings and schedules. Including cutting, bending, hooking the bars, binding with wires or tack welding and supporting as required complete.

5.4.2 Structural Steel

1. Fabricating and erecting in position the STRUCTURAL STEEL made out of structural steel plate as per IS 2062 E250 Quality A/BR/B0 of TATA steel/Lloyd Steel/SAIL/Essar steel/Jindal /Apollo /Roopam or equivalent, approved in straight profile of all sizes and shapes & for all works including all gusset plates, end plates, stiffeners, bolts and nuts , welding using SAW/ MIG/ MMAW welding process, CNC cutting, splicing, machinery grinding of members joints wherever required to give neat appearance, fabricating to a curved or bend profile to arch shape including all shop drawings for all structures and getting approved prior to fabrication and erection as per drawings for all structures , details and complete as directed. With painting and one coat of epoxy primer and two coats of epoxy painting. Bidder may use square tube section in place of round tubes of same size and thickness, however the weight of the section should not be less than the sections as mentioned in technical specification/drawing. The bidder may also provide / modify the fabrication joint with sway joints for better strength and stability.
2. CHEQUER PLATE FLOORING : Fabricating and erecting in position the STRUCTURAL STEEL CHEQUER PLATE made out of structural steel plate as per IS 2062 E250 Quality A/BR/B0 of TATA steel/Lloyd Steel/SAIL/Essar steel/Jindal or equivalent. Rate to include cutting , welding and before painting one coat of epoxy primer and two coats of epoxy painting and other related



activities for completing this item as per approved drawings. As per tender document drawing, thickness of chequer plate is 3mm.

3. The bidder shall provide Manufacturer's Authorization Form for providing structural steel and chequered plate flooring. The bidder shall use the same material for manufacturing of the Labour sheds.

5.4.3 Roofing System

1. Design & installation of Polyurethane Insulated roofing System with required hardware's Roof Panel with 0.5mm PPGI trapezoidal Profiled Sheet in top skin and Micro Ribbed Liner Panel sheet in bottom skin and puff panel of 20 mm. The PU panel shall be CFC free and Zero Ozone depleting panel using N Pantane blowing agent & made out of continuous line running on uninterrupted power supply. Panel shall have pre coated GI sheet on both side of Polyurethane Foam confirming to IS 12436:1988.
2. The pre coated sheet shall be of minimum 240 mpa steel grade confirming to IS 14246:1995 and shall have zinc coating of minimum 120 gsm as per IS : 277 : 1992, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 micron. The PPGI sheet shall have plastic protective guard film of minimum 25 microns to avoid scratches during transportation. The PU Foam shall be self-extinguishing, fire retardant type having minimum density of 30 to 40 Kg/Cu.mt (+, -2 Kgs).

5.4.4 Aluminium Composite Panels

1. Fixing in position 4mm thick aluminium composite panels in external face column / wall cladding and canopy ceiling of approved make conforming to ASTM standard / specification comprising polyethylene core sandwiched between two skins of 0.50mm thick special alloyed aluminium sheet to have overall thickness of 4mm with exterior coating of PVDF. Fixing of surface cladding to meson / concrete faces / steel structure as called for, including appropriate and adequate framework of aluminium tubular section to fix the composite panel to the frame straight / slope profile and shapes including all accessories and all incidental work the cladding shall be done in accordance with the drawing, fixed to sides and faces of columns / piers, to sills and soffits of window opening, returned over coping to R.C.C. structural steel system etc. to line and level. The joints shall be properly sealed with approved silicon sealant to make the joints watertight and weather



proof including fixing over aluminium frame using mechanical fasteners such as aluminium cleats and fasteners. Specially designed frame work with vertical and horizontal members of extruded aluminium section. Aluminium composite panel to be used as per below sizes- 1.Top front side next to advertising display size in mm : (1212 x 1524) x 04 nos 2.Back inner side size in mm : (3663 x 970) x 02 nos + (2978 x 1308) x 01 nos 3. Front side advertising display as per specified drawing size in mm : (3636 x 970) x 02 nos .

5.4.5 Stainless Steel Seating Arrangement (50 People)

1. Installation of MS Seating arrangement fixed to the platform checked plate with required hardware's. (Drawings as per tender document)
2. The steel seating arrangement shall be coated with layer of red oxide and painting or powder coating to ensure that material is anticorrosive.

5.4.6 Advertising Media

1. Designing, supplying and installation of Digital printed on PVC flex banner hoardings for advertisement on shelters, also. Designing, supplying and installation of digital printed vinyl pasted on ACP sheets as per specified drawing and details. Size of display board as per tender document drawing.

5.4.7 Accessories

1. It is made up of high quality and high density of PP material. With fine finished, fitted on the bracket.
2. Total Dust bin height is 275 mm. Bottom size of dust bin is 170mm x 170mm, top size is 240 mm x240mm of dustbin bucket. With 15 mm border with all four side curved. One side of dustbin from upper side one nobe is there, size of 50 mm x 15 mm rectangular for antilocking system of dustbin flap cover.
3. Flap cover size 250mm x 250mm with all four side covered. With 15 mm grove which is fitted on top side of dustbin bucket. From front side finger shape nobe is given to open dustbin flap. From upper side of flap90mm height and 150 mm length oval shape diameter on which Swachh Bharat Abhiyan 3d logo is there. Thickness of dustbin is 1.5mm.From all four sides social awareness slogan is printed on high quality sticker. As per detailed specified drawing.

5.4.8 Transportation

1. The bidder shall be responsible for transportation, loading and unloading of whole unit or materials across Maharashtra at no additional cost to MBOCWW Board.



5.5 Responsibilities of the agency and Process Flow

- The agency shall identify the Kamgar Nakas at each region and submit to the MBOCWW Board for an approval.
- The agency shall be responsible to submit the list of all the Kamgar Nakas from concerned department of Municipal Corporation/ Municipal Council/ Nagar Parishad/ Nagar Panchayat.
- The agency shall take the NOC and other required permissions for setting up of shed at all the locations from concerned department of Municipal Corporation/ Municipal Council/ Nagar Parishad/ Nagar Panchayat where sheds shall be constructed.
- The list of all the approved locations with NOC shall be submitted to MBOCWW Board by the agency.
- The agency will submit the schedule for the construction of labour sheds to the MBOCWW board for an approval.
- MBOCWW board will give the approval on schedule of construction of sheds to the agency.
- After obtaining all permissions and approval of MBOCWW Board, agency shall supply and install the shed at approved location and hand over the same to concerned local body for further maintenance.

5.6 Inspection and Specification Conformance

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



5.7 Project & Payment Schedule

5.7.1 Project Deliverables

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

5.7.2 Project timelines

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

Sr.	Particular	Timeline
1.	Issue of Work order	T
2.	Survey and submission of NOCs from local body for installation of Labour sheds	T+ upto 180 Days
3.	Approval of Location by MBOCWW Board	T1
4.	Supply and Delivery of labour shed material at the location approved by MBOCWW Board.	30 Days from the date of MBOCWW Approval for Location (T1)
5.	Installation of labour shed at the location approved by MBOCWW Board	45 Days from the date of MBOCWW Approval for Location (T1)
6.	Submission of Handover Certificate from concerned authorized officer of Municipal Corporation, Municipal Council/Nagar Parishad, Nagar Panchayat, Cantonment Boards, Gram Panchayat (Population more than 10,000) after Successful	60 Days from the date of MBOCWW Approval (T1)



Sr.	Particular	Timeline
	Completion of Supply, Delivery and Installation of Labour Shed at the location approved by MBOCWW Board.	

5.8 Payment terms

5.8.1 Overview

- Payments shall be released by MBOCWW every month to the Agency on the basis of actual no. of sheds implemented and handed over to the local authority.
- The Bidder's request(s) for payment shall be made to the MBOCWW in writing, accompanied by an invoice describing, as appropriate, the Goods/Products/Services/Solutions delivered and the Services performed, and upon fulfilment of other obligations stipulated in the contract.
- The price quoted by the Bidder shall be fixed during the Bidder's performance of the contract but the taxes, duties, levies etc. shall be paid at prevalent rates.
- The penalty shall be calculated and deducted from the immediate payment due.

5.8.2 Payment Milestone

Sr.	Milestone	Deliverable	Payment % of Each Shed Cost
1.	Supply, Delivery and Installation of labour shed material at the location approved by MBOCWW Board	<ul style="list-style-type: none">▪ NOC from concerned authorized officer of Municipal Corporation, Municipal Council/Nagar Parishad, Nagar Panchayat, Cantonment Boards, Gram Panchayat (Population more than 10,000)▪ Delivery Challan, Installation Reports certified by authorized representatives of MBOCWW Board	90%
2.	Submission of Handover Certificate from concerned authorized officer of Municipal	<ul style="list-style-type: none">▪ Handover Certificate from concerned authorized officer of Municipal	10%



Corporation, Municipal Council/Nagar Parishad, Nagar Panchayat, Cantonment Boards, Gram Panchayat (Population more than 10,000) after Successful Completion of Supply, Delivery and Installation of Labour Shed at the location approved by MBOCWW Board	Corporation, Municipal Council/Nagar Parishad, Nagar Panchayat, Cantonment Boards, Gram Panchayat (Population more than 10,000)	
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5.8.3 Invoicing

- The agency shall be eligible to receive remuneration in accordance with the Terms of Payments
- The Agency shall submit monthly invoices to the authorized regional nodal officers of the MBOCWW Board.
- 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 e-Tender.

5.8.3.1 Taxes and Statutory Payments

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

5.9 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 e-Tender to ensure adherence to project terms and error free availability of the services. The Service level agreement would be valid for the complete period of contract. This SLA may be reviewed and revised according the procedure detailed in SLA Change Control Mechanism.

5.9.1 SLA measurement and monitoring

SLA applicable during Implementation Phase

#	Services	Parameter	Penalty
1	<ul style="list-style-type: none">Installation of labour shed at the location approved by MBOCWW BoardSubmission of Handover Certificate from concerned authorized officer of local body	Adherence to timelines as defined in the project timelines in this e-Tender.	<p>Rs. 10,000 per additional day of delay from the specified date as per project timelines</p> <p>If the delay exceed more than 30 days, MBOCWW Board may decide to invoke breach clause</p>

Note: In case of dispute between MBOCWW board and the agency, decision of MBOCWW board, shall be final and binding on the selected agency.



5.9.2 Penalties

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

5.9.3 Breach of SLA

If the penalty deducted is over 10% of total payment, MBOCWW may invoke breach and terminate the contract. The decision of the MBOCWW in this regard shall be final and binding on the successful bidder, the MBOCWW will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:-

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

5.9.3.1 Exclusions

The successful bidder shall be exempted from any delays on SLA parameters arising from the delay in approvals, reviews, suggestions etc. from the Board's side. Any such delays shall be notified in written by the Board.

5.9.3.2 Monitoring and Auditing

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

5.9.3.3 Reporting Mechanism

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



5.9.3.4 SLA Change Process

It is acknowledged that this SLA may change as Purchaser business needs evolve over the course of the contract period. Both the parties may amend this SLA by mutual agreement in accordance. Changes may be proposed by either party. The forum for negotiating SLA changes will be decided by the MBOCWW. Any changes to the levels of service provided during the term of this agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this document and consequently the contract.

5.9.3.5 Management Escalation Procedures

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

6 Terms and Conditions

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



6.1 Conditions

- Bidder/Agency shall not discriminate in any manner on the basis of religion, caste and creed, and should not use the program for propagation of any religious practice.
- Bidder/Agency shall not entrust/ sub-contract the work or divert any parts of the scope of work to any other organization/agency without prior written approval from Secretary/CEO, MBOCWW board.
- Bidder/Agency shall submit the names of all office bearers involved in the establishment and management of such organizations along with their roles and responsibilities in the organization. If any of the office bearers holds a public office, then details of that office also have to be mentioned specifically.
- The contract may be extended for a further specific period mutually agreed upon by the successful agency and MBOCWW board based on the satisfactory performance of the selected agency.
- All statutory licenses/ permission/ NOC shall be complied and shall be obtained by the organization from the concerned Government Department/ Autonomous Organization.
- All undertakings mentioned in the qualification criteria submitted by the Bidder during the submission of bid shall be fulfilled, failing which, invite suitable actions from the Tender Committee/Board/GoM including the cancellation of the contract.
- If the quality of the Construction is found to be poor or defective in any other manner Board shall have the right to refuse to do then construction of sheds at Kamgar Naka for registered construction workers as the occasion may arise and impose suitable penalty or may cancel the agreement forthwith.
- If the selected bidder fails to do construction of sheds as per schedule approved by MBOCWW board on a particular day(s), suitable actions may be taken by the Board.
- The selected agency shall obtain the appropriate public liability insurance in the joint names of Authorized signatory of MBOCWW board from an insurer of repute to provide the insurance coverage as required under the contract at no additional cost to MBOCWW board;



- The Agency shall submit a self-declaration mentioning that in case any particular or details given in any of proposal found to be inaccurate or incorrect or the certificate or any documents furnished by the concerned Manufacturer is found to be fabricated and not genuine, either on inspection by Authorized Personnel of the MBOCWW board or on the basis of information received through other sources, such proposal(s) will be liable to be rejected and in case contract is given, the same shall be liable to be rescinded and the same shall be without prejudice to any other consequences (including forfeiture of EMD and / or Security Deposit) to which the concerned Manufacturer will be exposed for mis-representation and misleading the MBOCWW board.
- If at any stage, it is found that documents submitted by the Agency were/are fake, or any wrong information has been given or any material fact has been suppressed, Board shall reserve the right to stop the payment due, forfeit the performance guarantee and cancel the work order.

6.2 Key Performance Measurements

- Unless specified by the Purchaser to the contrary, the Agency shall deliver the goods, perform the Services and carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under Service Level Agreement.
- If the Contract / Service Specification include more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Services and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

6.3 Commencement & Progress

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



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

6.4 Agency's Obligations

Upon termination of this Agreement hereof, or upon expiration of this Agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

- Such rights & obligations as may have accrued on the date of termination or expiration
- The obligation of confidentiality set forth in the Agreement hereof,
- The Agency's obligation to permit inspection, copying and auditing of their accounts and records and any right which a Party may have under the Applicable Law.

6.4.1 Scope of Work

- The Agency's obligations shall include all the activities as specified by the Purchaser in the Scope of Work and other sections of the Tender and Contract and



changes thereof to enable Purchaser to meet the objectives and operational requirements.

6.4.2 Ethics

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

6.4.3 Corrupt or Fraudulent Practices

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

6.6 Events of Default by the Agency

The failure on the part of the Agency to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Agency. The events of default as mentioned above may include inter-alia the following:

- The Agency/ Agency's Team has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work or provide services under the Contract, or



- The Agency/ Agency's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the Agency has fallen short of matching such standards / benchmarks / targets as the Purchaser may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of the Agency may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Purchaser;
- The Agency has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the Agency/ Agency's Team to comply with any stipulations or standards as laid down by the Purchaser; or
- The Agency/ Agency's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract
- The Agency/ Agency's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract
- There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Agency.
- The Agency/Agency's Team has failed to comply with or is in breach or contravention of any applicable laws.
- The Agency / Agency's team are involved in fraud/wilful misconduct

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



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

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 project and the Services which the Agency shall be obliged to comply with which may include re-determination of the consideration payable to the Agency as agreed mutually by Purchaser and Agency or through a third party acceptable to both parties. The Agency shall in addition take all available steps to minimize loss resulting from such event of default.
- Suspend all payments to the Agency under the Contract by a written notice of suspension to the Agency, provided that such notice of suspension:
 - Shall specify the nature of the failure; and
 - Shall request the Agency to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Agency.

6.8 Terminate the Contract in Full or Part

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



other amounts from the Agency as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

6.9 Breach and Rectification

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

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

6.10 Protection and Liabilities

- The Agency warrants that the goods supplied under this contract shall be of the highest grade and quality and consisted with the established and generally



accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.

- The Purchaser shall promptly notify the Agency in writing of any claims arising under this warranty.
- Upon receipt of such notice, the Agency shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Purchaser may have against the Agency under the Contract.
- If the Agency, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Agency's risk and expense and without prejudice to any other rights which the Purchaser may have against the Agency under the Contract.

6.10.1 Third Party Claims

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



and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

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

6.10.2 Limitation of Liability

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

- Agency shall not in any event be liable for any special, indirect, incidental, punitive, exemplary or consequential damages except with respect to the bodily injury (including death) and damage to real and tangible personal property caused by Agency's negligence/ fraud/wilful misconduct.
- Neither this Agreement nor the services delivered by Agency under this Agreement grants or creates any rights, benefits, claims, obligations or causes of action in, to



or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement, as the case may be.

- The liability of bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Value of Project
- Title and Risk of Loss: Agency shall bear the risk of loss on Assets up to the time they are transferred and handed over to the Purchaser - after which it shall stand transferred to the Purchaser. Agency shall arrange and pay for insurance to cover such item until it is transferred and even after the transfer of the Assets till the insurance policies come up for a renewal.
- Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, the Purchaser shall not be liable to Agency for any indirect or consequential damages.
- Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
- The Purchaser shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.

6.11 Termination

6.11.1 By the Board:

The Board may terminate this Agreement in case of the occurrence of any of the events specified below:

- If the Agency fails to remedy a failure in the performance of its obligations hereunder
- If the Agency becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary. Conversely if the Board apprehends a similar event



regarding the Agency, it can exercise the right of termination in the manner stated hereinabove.

- If the Agency fails to comply with any final decision reached as a result of arbitration proceedings.
- If the Agency, in the judgment of the Board, has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement.
- If the Agency submits to the Board a false statement which has a material effect on the rights, obligations or interests of the Board.
- If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Board.
- If the Agency fails to provide the quality services as envisaged under this Agreement.
- If, as the result of Force Majeure, the Agency is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- If the Board, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement

The Board reserves the right to terminate the Agreement in case Agency gets blacklisted by any other Ministry/Department of Government of India or State Governments during the course of the project or if Agency is convicted in a legal/tax evasion case or on account of any other legal misconduct of the Agency.

6.11.2 By the Agency:

The Agency may terminate this Agreement, by not less than Ninety (90) days' written notice to "Board", in case of the occurrence of any of the events specified below:

- If the Board fails to pay any money due to the Agency pursuant to this Agreement and not subject to dispute pursuant to this Agreement hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.
- If, as the result of Force Majeure, the Agency is unable to perform a material portion of the services for a period of not less than sixty (60) days.



6.11.3 Cessation of Rights & Obligations:

Upon termination of this Agreement hereof, or upon expiration of this Agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

- Such rights & obligations as may have accrued on the date of termination or expiration
- The obligation of confidentiality set forth in the Agreement hereof,
- The Agency's obligation to permit inspection, copying and auditing of their accounts and records and any right which a Party may have under the Applicable Law.

6.11.4 Cessation of Services:

Upon termination of this Agreement by notice of either Party to the other pursuant to the Agreement hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the work to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Services by the Agency should continue at least for a period of 30 days unless the Board waives such period.

6.11.5 Payment upon Termination:

Upon termination of this Agreement, No further payment shall be given to the Agency.

6.12 Consequences of Termination

The Board may think of the liquidated damage recovery in case of serious default from Agency.

6.13 Liquidated Damages

The limitation of Liability towards the Bidder shall not exceed the value of the contract signed between both the parties.



6.14 Approvals

The Agency shall be responsible for obtaining approvals for any Statutory and Regulatory requirements (if any) from the authorities.

6.15 Saving Clause

No suit, prosecution or any legal proceedings shall lie against MBOCWW board or representatives/consultants of the MBOCWW board for anything that is done in good faith or intended to be done in pursuance of tender.

6.16 Dispute Resolution

6.16.1 Amicable Settlement

- Performance of the Agreement is governed by the terms and conditions of the Agreement. In case a dispute arises between the parties regarding any matter under the Agreement, either Party of the Agreement may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party.

6.16.2 Arbitration

- Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to a sole Arbitrator to be mutually agreed by both the parties. In the event of disagreement between the parties the sole Arbitrator shall be appointed by GoM. The Provision of Arbitration and Conciliation Act 1996 shall apply.
- The Arbitration shall be held in Mumbai, Maharashtra and the language shall be English/Marathi only.



- Subject to the above, the Courts at Mumbai shall have jurisdiction in this matter.

6.16.3 Arbitration Decision

The decision of the Arbitrator shall be final and binding upon both parties.

6.16.4 Arbitration Expenses

- The expenses of the arbitrator as determined by the arbitrator shall be shared equally by the Board and the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall state the reasons for the award.
- The provisions of Dispute Resolution clause shall survive termination.

6.17 Audit, access and reporting

6.17.1 Purpose

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



6.17.2 Notice and Timing

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

6.17.3 Access

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



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

6.18 Conditional offers by the Bidders

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

6.19 Address of Communication

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

The Secretary/CEO, MBOCWW Board,
Maharashtra Building and Other Construction Workers Welfare Board.
MMTC House, E-Block, C-22,
Banda-Kurla Complex, Bandra (E),
Mumbai – 400 051

6.20 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.

6.21 Performance Bank Guarantee

The performance bank guarantee of 3% of contract value/ Bid value of successful bidder from a Nationalised Bank and must be valid for the period duration and 120 days beyond the project period. The proceeds of the performance bank guarantee shall be payable to



the Purchaser as compensation for any loss / penalties / liquidated damages resulting from the bidders failure to complete its obligations under the contract for post implementation support. The performance guarantee shall be discharged by the Purchaser to the bidder after 3 months post the completion of contract.

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

6.22 Service Level Agreement

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

6.23 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.

6.24 Guarantees

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

6.25 Use of Assets by the Selected Agency

During the contract period the Agency shall:

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



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

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



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

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

6.27 Risk Purchase Clause

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

6.28 Fall Clause:

It is a condition of the contract that all through the currency thereof, the price at which bidder will the supply stores should not exceed the lowest price charged by bidder 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 bidder shall promptly furnish such information to MBOCWW board to enable to amend the contract rates for subsequent supplies.

6.29 Quality of Materials & Workmanship & Test

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



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

6.30 Access for Inspection

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

6.31 Quantities

The Bill of Quantities (BOQ), unless otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurement.

6.32 Works to be measured

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

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



6.33 Variations

No alteration, omission or variation ordered in writing by the MBOCWW Board shall vitiate this contract. In case the MBOCWW Board proper at any time during the progress of the works to make any alterations in, or additions to or omissions from, the works or any alteration in the kind or quality of the materials to be used therein, the MBOCWW Board shall give notice thereof in writing to the Agency or shall confirm in writing within seven days of giving any such oral instructions. The Agency shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Agency shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, stipulations, specifications or Contract Drawings without the previous consent in writing of the MBOCWW Board and the value of such extras, alterations, additions or omissions shall in all cases be determined by the MBOCWW Board in accordance with the unit rates approved by MBOCWW Board under this e-Tender, and the same shall be added to or deducted from the Contract value, as the case may be.

6.34 Delivery of Materials & Equipment

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

7 Exit Management

7.1.1 Exit Management Purpose

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



7.1.2 Transfer of Assets

Successful Bidder shall be entitled to use the Assets for the duration of the exit management period, which shall be not more than one month period from the date of expiry of contract, or termination of the contract. The Purchaser shall be entitled to serve notice in writing on the Successful Bidder at any time during the exit management period as detailed hereinabove requiring the Successful Bidder to provide the Purchaser with a complete and up to date list of the Assets within 30 days of such notice. Upon service of a notice under this Article the following provisions shall apply:

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

7.1.3 Employees

Promptly on reasonable request at any time during the exit management period, the Successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Purchaser a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, the



Purchaser, its nominated agency or Replacing Agency may make an offer of employment or contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Board or any Replacing Agency.

7.1.4 Exit Management Plan

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

- A detailed program of the transfer process that could be used in conjunction with a Replacement Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- Plans for provision of contingent support to Project and Replacement Agency for a reasonable period (minimum one month) after transfer.
- Successful Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date. Each Exit Management Plan shall be presented by the Successful Bidder to and approved by the Purchaser or its nominated agencies. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful Bidder complying with its obligations under this Schedule. During the exit management period, the Successful Bidder shall use its best efforts to deliver the services. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule. This Exit Management plan shall be furnished in writing to Successful Bidder or its nominated agencies within 7 days from the receipt of notice of termination or three months prior to the expiry this Agreement.



7.2 Other Conditions

- Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.
- The Agreement shall be written in English only. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English only.
- Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in the tender Document are fulfilled to the satisfaction of the Purchaser.
- The bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser.
- Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.
- Payment shall be made in Indian Rupees only.
- The bidder's Team shall comply with the laws in force in India in the course of performing this Contract

7.2.1 General:

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



7.2.2 Entire Contract:

The terms and conditions laid down in the e-Tender 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.

7.2.3 Governing Law:

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

7.2.4 Jurisdiction of Courts

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

7.2.5 Force Majeure:

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



obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

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



7.2.6 Conditions precedent

- Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, the Purchaser may at any time at its sole discretion waive fully or partially any of the Conditions Precedents for the Agency:
- The following Conditions Precedent need to be fulfilled by the Agency on or before the execution of this Agreement:
 - Provide Performance Bank Guarantee specified in this e-Tender
 - 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;

7.2.7 Non-Fulfilment of Conditions Precedent

- In the event that any of the Conditions Precedent relating to Agency has not been fulfilled, as per the Implementation Schedule and the same has not been waived by Purchaser fully or partially, this Agreement shall cease to have any effect as of that date.
- In the event that the Agreement fails to come into effect on account of nonfulfillment of the Agency's Conditions Precedent with regards to implementation schedule, Purchaser shall not be liable in any manner whatsoever to the Agency and Purchaser shall forthwith invoke the Performance Guarantee and forfeit the guaranteed amount.
- Instead of terminating this Agreement as stated above, the Parties may mutually agree in writing to extend the time for fulfilling the Conditions Precedent and the Term of this Agreement. It is further clarified that any such extension of time shall be subject to imposition of penalties on Agency linked to the delay in fulfilling the Conditions Precedent.



7.2.8 Governance Schedule

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

7.2.9 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 irrespsective hands and seal on the date first above written in the presence of:

WITNESSES:

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

Purchaser

{Agency}

Signed

Signed

For and on behalf of the
Purchaser

For and on behalf of the
(Company name)

By: (Signature)

By: (Signature)

(Name and designation)

(Name and designation)

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



SECTION – III

ANNEXURES TO e- Tender



8 Annexure I: Format for Technical Bid

8.1 Form 1: Covering Letter for Technical Bid

< On Letter head >

Date: dd/mm/yyyy

To,

The Secretary/CEO, MBOCWW Board,

Maharashtra Building and Other Construction Workers Welfare Board.

MMTC House, E-Block, C-22,

Banda-Kurla Complex, Bandra (E),

Mumbai – 400 051

Reference: Supply, Delivery and Implementation of Labour Sheds at Kamgar Naka across Maharashtra <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir/ Madam,

We hereby offer Supply, Delivery and Implementation of Labour Sheds at Kamgar Naka across Maharashtra as specified in this e-Tender 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 e-Tender documents and we agree to all the terms and conditions in the e-Tender including all the corresponding addendums & corrigendum and any other work as may subsequently be mutually agreed between us and the Purchaser or its appointed representatives



- We affirm that the prices quoted are inclusive of construction of shed including survey, permission and maintenance.
- We affirm that the entire duration of the project is of 1 year.
- We accept that there won't be any escalation/ increase in the final rate quoted by us in the commercial bid.
- We agree to abide by our offer for a period of 120 days from the last date of submission of commercial bid prescribed by the Purchaser and that we shall remain bound by a communication of acceptance within that time.
- We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake to provision as per these terms and conditions. The deviations from the requirement specifications of tendered items and schedule of requirements are only those mentioned in our response. The deviations from the terms and conditions of the tender are only those mentioned in our response
- We hereby certify that the person signing the tender is the constituted attorney.
- We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- 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.
- Purchaser or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by Purchaser to verify statements and information provided in this application or regarding our competence and standing.
- We declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect,



we hereby authorize Maharashtra Building and Other Construction Workers Welfare Board (MBOCWW) to reject our application.

Signature of Authorised Signatory (with official seal) & Date

Name of :

Signatory

Designation :

Address :

Telephone :

Fax :

Email :



8.2 Form 2: Technical Bid Checklist

No.	Qualification Requirements	Documents to be submitted	Annexure to be submitted	Checklist (Yes/No)
1.	Bid Covering Letter	Cover letter	Form 1: Cover letter for Technical Bid	
2.	EMD & Online payment of Tender Fee receipt (valid exemption certificate if eligible), Scanned Copy of Demand draft for Laboratory Testing Charges	<ul style="list-style-type: none"> Scanned copy of EMD & Online payment of Tender Fee Scanned Copy of Demand draft for Laboratory Testing Charges Scanned Copy of BG as per Form 9 	Form 10 : if EMD submitted as Bank Guarantee	
3.	The bidder shall be “A Company registered in India under the Companies Act 1956 or 2013 or The LLP Act 2008 since last 3 years.”	<ul style="list-style-type: none"> Certificate of Incorporation or Registration 	Form 3: General Profile of the bidder	
	OR “A partnership firm registered under Partnership Act, 1932 in India since last 3 years.”	<ul style="list-style-type: none"> A partnership deed duly registered under the Partnership Act 		
	OR “A Sole Proprietorship with valid Certificate or License issued by Municipal authorities under Shop and Establishment Act in India since last 3 years.”	<ul style="list-style-type: none"> Copy of valid Certificate or License issued by Municipal authorities under Shop and Establishment Act in India 		
	OR “A Micro, Small & Medium Enterprises (MSEs) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate Of Handicraft	<ul style="list-style-type: none"> Copy of valid Entrepreneurs Memorandum (EM Part-II) / NSIC Certificate / Memorandum (UAM)/SSI/DIC. 		



No.	Qualification Requirements	Documents to be submitted	Annexure to be submitted	Checklist (Yes/No)
	& Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises, and vendors registered with NSIC under a single point vendor registration scheme in India since last 3 years."			
4.	The bidder should be manufacturer or manufacturer's authorised representative for structural steel and chequered plate flooring.	Manufacturers Authorization Form in favor of the bidder from the manufacturers for structural steel and chequered plate flooring.	Form 4: Manufacturer's Authorization Form	
5.	The bidder should have minimum Rs. 150 Crores Average Annual financial turnover during the last 3 years (FY 2016-2017, 2017-2018, 2018-2019), ending 31 st March 2019.	Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years (FY 2016-2017, 2017-2018, 2018-2019). Certificate duly signed by Statutory Auditor of the Bidder or Certified Chartered Accountant for average annual Turnover for last 3 financial years (FY 2016-2017, 2017-2018, 2018-2019).	Form 5: Financial Capability of bidder	
6.	The bidder should have net worth not less than Rs. 50 Crores as on the last year (FY 2018-2019)	Certificate duly signed by Statutory Auditor of the Bidder or Certified Chartered Accountant for positive net worth as on last 1 year (FY 2018-2019)	Form 5: Financial Capability of bidder	
7.	The bidder should have experience of at least one successfully completed work costing not less than	Work order and Completion Certificates from the client;	Form 6: Past Experience of the bidder	



No.	Qualification Requirements	Documents to be submitted	Annexure to be submitted	Checklist (Yes/No)
	<p>the amount equal to INR 250 Crores for “Civil Infrastructure or Steel Infrastructure Work in India in the last 7 years ending 31st August, 2019”</p> <p>OR</p> <p>The bidder should have experience of at least two successfully completed works of which each work costing not less than the amount equal to INR 156 Crores for “Civil Infrastructure or Steel Infrastructure Work India in the last 7 years ending 31st August, 2019”</p> <p>OR</p> <p>The bidder should have experience of at least three successfully completed works of which each work costing not less than the amount equal to INR 125 Crores for “Civil Infrastructure or Steel Infrastructure Work in India in the last 7 years ending 31st August, 2019”</p>	<p>The supporting documents shall mandatorily mention the value of project, quantity and duration of the contract.</p>		
8.	<p>The bidder must have valid ISO 9001 certificate as on bid submission date.</p>	<p>Copy of valid certificates signed and stamped by the Authorized Signatory of the Bidder.</p>	<p>Form 8: Certifications as per the Technical Qualification criteria</p>	
9.	<p>The bidder should not be debarred/ blacklisted / banned/ not being under declaration of ineligibility for corrupt or fraudulent</p>	<p>An Affidavit on Rs. 100/- stamp paper signed by the Authorized Signatory of the Bidder as per Form 6</p>	<p>Form 7: Declaration for not being under an ineligibility for corrupt or</p>	



No.	Qualification Requirements	Documents to be submitted	Annexure to be submitted	Checklist (Yes/No)
	practices by any Government / PSU in India as on 31 Aug 2019.		fraudulent practices or blacklisted	
10.	The bidder should have a registered/ corporate office/ Service Office / Sales Office in Maharashtra.	Valid documentary proof of office / service centre address located in Maharashtra OR In case Office is not available, the bidder shall submit Undertaking on Rs. 100/- Stamp Paper duly notarized and signed by the Authorized Signatory of stating that Office shall be setup within 30 days from the date of issue of work order.	----	
11.	The bidder must have GST registration certificate as on last date of submission.	Copy of GST registration certificate	----	
12.	Power of Attorney to be on non-judicial stamp paper of appropriate value as per Stamp Act, relevant to place of execution	All the signatories of the Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director or Board resolution and authorization letters of Board of Directors of the Companies.	----	
13.	On or before last date of bid submission, the bidder shall build and keep ready proof of concept/prototype of labour shed as per the technical specifications, design & drawings mentioned in the e Tender	Scan File Copy in PDF format containing the Colour Photographs of the Proof of Concept /prototype		



**Maharashtra Building and Other Construction Workers Welfare Board
(MBOCWW)**

[Confidential]

No.	Qualification Requirements	Documents to be submitted	Annexure to be submitted	Checklist (Yes/No)
	document at their own site/factory locations.			



8.3 Form 3: General Profile of the Agency/Partnership Firm/Proprietorship/Company

The bidder shall provide the supporting documents if applicable as mentioned under following table:

#	Particulars	Bidder
1	Name of the Organization	
2	Type of Organization NGO/ Partnership Firm/ Proprietorship/Company	
3	Date of Commencement of Business, Registration No. (Certificate of Incorporation, etc.)	
4	No. of Years since commencement of business	
5	Address of Registered Office with Telephone Nos., Fax, E-mail and website	
6	Name & Designation of the contact person to whom all references shall be made regarding this e-Tender	
7	Address of Office in Maharashtra with Telephone Nos., Fax, E-mail and website	
8	Valid ISO certification	
9	Valid GST Number (with documentary evidence)	
10	PAN NO (with documentary evidence)	
11	Registration of Labour department/ Labour license, if applicable	
12	Registration under Provident Fund, if applicable	
13	Registration under ESIC, if applicable	
14	Registration under Payments & Wages Act	
15	Details of List of Awards/Achievements from a Reputed Organization	
16	No. of years of Operation in India	

I, _____ hereby attaching the below documents as a part of PQ criteria for your reference.

- Certificate of Incorporation/ Registration
- Copy of the list of properly constituted management/ governing body of the Organization
- Memorandum of Association
- a partnership deed duly registered under the Partnership Act
- Copy of valid Certificate/License issued by Municipal authorities under Shop and Establishment Act in India
- Copy of valid ISO 9001 Certificates
- GST Certificate
- PAN Copy



Signature of Authorised Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

Fax :

E-mail :
address



8.4 Form 4: Manufacturer's Authorisation Form

No. _____ dated _____

To,
Secretary/ CEO, MBOCWWB,
MMTC House, E-Block, C-22,
Banda-Kurla Complex, Bandra (E),
Mumbai – 400 051

Dear Sir,

eTender Reference No.

We _____ who are established and reputable manufactures of _____ having factories at _____ and _____ do hereby authorize

M/s _____ (Name and address of Agent/Dealer) to offer their bid, negotiate and conclude the contract with you against the above invitation for eTender offer.

We hereby extend our full guarantee and warranty as per terms and conditions for the equipment and services offered against this invitation for eTender offer by the above firm. In case of M/s _____ is out of service due to any reason, M/s _____ will make alternative arrangement for the service and maintenance of our product on same terms and condition.

Yours faithfully,
(Name)

For and on behalf of

M/s _____
(Name of manufactures)

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



8.5 Form 5: 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,

The Secretary/CEO, MBOCWW Board,

Maharashtra Building and Other Construction Workers Welfare Board.

MMTC House, E-Block, C-22,

Banda-Kurla Complex, Bandra (E),

Mumbai – 400 051

**Reference: Supply, Delivery and Implementation of Labour Sheds at Kamgar
Naka across 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 2016-17 to FY 2018-19 was as per details given below:

Sole Bidder

Information from Balance Sheets (in Indian Rupees)			
Section No.	2016-2017	2017-2018	2018-2019
Annual Turnover			
Profit Before Tax			
Profit After Tax			
Average Annual Turnover for last 3 years			



Information from Balance Sheets (in Indian Rupees)			
Section No.	2016-2017	2017-2018	2018-2019
Net worth as on financial year 2018-2019			

Please find attached herewith copy of the following document:

- Statutory auditor's certificate clearly specifying the annual turnover of the bidder for the specified years.
- Audited Financial Statement for Financial years FY 2016-2017, 2017-2018, 2018-2019
- Net worth certificate from Chartered Accountant with his signature, stamp & seal

Please note that above documents are mandatory.

(Signature of the Chartered Accountant)

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



8.6 Form 6: Past Experience of the bidder

Please provide past experience as mentioned in the qualification criteria section:

Project Title: (Attach separate sheet for each Project)	
Order date	
Name of Client	
Address	
Order Value in INR	
Brief Description of Work:	
Work Start Date	
Work Completion Date	
Referrals (Client side): Provide one referral only.	
Name	
Designation	
Role in the Project:	
Contact Number	

Please find attached herewith copy of the following document:

- Copy of Work order
- Certificate of Successful work completion by the client

Signature of Authorised Signatory (with official seal) & Date

Name :

Designation :



Address :

Telephone :

Fax :

E-mail :

address



8.7 Form 7: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted

<<On the letterhead of the Bidding Organization>>

<<On Rs. 100/- stamp paper>>

Date: dd/mm/yyyy

To,

Secretary/ CEO, MBOCWWB,

MMTC House, E-Block, C-22,

Banda-Kurla Complex, Bandra (E),

Mumbai – 400 051

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

Sir/ Madam,

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

We hereby also declare that

1. We are not convicted for any of the following offenses under the Prevention of Corruption Act, 1988; Or
2. We have not been convicted under any Indian Penal Code or any law in force, for creating public injury to person or property or risk to public health as a part of execution of public procurement contract ;



3. We have not been blacklisted/banned/debarred by any Government (State/Central) / Semi Government/ Corporation / PSU in India in last 3 years;
4. We have not violated the code of integrity in last 2 years;
5. Our Security Deposit or EMD or performance security deposit or any other deposit was not withheld (fully or partly) by the purchaser during any procurement process or contract execution undertaken by purchaser in last 2 years;
6. We have not withdrawn our bids post submission of the same. (maximum incidents are limited to 3)
7. If Owner / Partner / Director / Trustee of the organization is Owner / Partner / Director / Trustee of any other organization
 - a. We hereby declare that Our Owner / Partner / Director / Trustee are not Owner / Partner / Director / Trustee of any other organization which is presently blacklisted / Banned / Suspended by the Government / Semi-Government / PSUs, and any other organization to which the provisions of GoM GR dated 01.12.2016 are applicable.
8. We declare that we comply with all clauses mentioned under section 5.8.5 of Government of Maharashtra Government Resolution dated 01.12.2016.
9. We accept that in case of any irregularity, lapses, non-compliances, MBOCWW Boards decision shall be final and binding on us.

Thanking you,

Yours faithfully

Signature of Authorised Signatory (with official seal) & Date

Name :

Designation :

Address :



Telephone :

Fax :

E-mail :

address



8.8 Form 8: 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	Page no

Note: Please upload the copies of the certificates

Signature of Authorised Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

Fax :

**E-mail
address :**



8.9 Form 9: Declaration for providing genuine information

<<On the letterhead of the Bidding Organization>>

Date: dd/mm/yyyy

To,

The Secretary/CEO, MBOCWW Board,

Maharashtra Building and Other Construction Workers Welfare Board.

MMTC House, E-Block, C-22,

Banda-Kurla Complex, Bandra (E),

Mumbai – 400 051

Subject: Declaration for providing genuine information

Reference: Supply, Delivery and Implementation of Labour Sheds at Kamgar Naka across Maharashtra <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir/ Madam,

We, the undersigned, hereby declare and accept that we have all facilities to accomplish the task prescribed in the e-Tender as per the terms and conditions of the e-Tender and in case any particular or details given in any of bid is found to be inaccurate or incorrect or the certificate or any documents furnished by us is found to be fabricated and not genuine, either on inspection by Authorized Personnel of the MBOCWW board or on the basis of information received Through other sources, we shall be liable to be rejected and in case contract is given, the same shall be liable to be rescinded and the same shall be without prejudice to any other consequences (including forfeiture of EMD and / or Security Deposit) for mis-representation and misleading the MBOCWW board.

Thanking you,



Yours faithfully

Signature of Authorised Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

Fax :

E-mail :

address



8.10 Form 10: Format for Bank Guarantee for Earnest Money Deposit (EMD)”

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

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

Know all Men by these presents that we <<.....>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the << Purchaser >> (hereinafter called "the Purchaser") in the sum of Rs. 3,15,00,000 (Rupees Three Crore Fifteen Lakhs Only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

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



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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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



8.11 Form 11: Format for Performance Bank Guarantee

Name of the Department

Address of the Department

Dated day of 2019

We _____ (Name of the Bank), hereby expressly, irrevocably, and unreservedly undertake and guarantee as principal obligators on behalf of the Agency that in the event that the beneficiary submits a written demand to us stating that the Agency has not performed according to the terms and conditions of the contract, we will pay you on demand and without demur any sum up to a maximum amount of << Performance Bank Guarantee Value in Rs. _____ >>

Any claims must bear the confirmation of your bankers that the signatures thereon are authentic. Your written demand shall be conclusive evidence to us that such written demand. For the avoidance of doubt any documents received by way of facsimile or similar electronic means is/are not acceptable for any purpose(s) under this guarantee.

We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between beneficiary and the Agency or any forbearance whether as to payment, time performance or otherwise.

In no case shall the amount of the guarantee be increased.

Unless a demand under this guarantee is received by us in writing on or before the expiry dates (unless this guarantee is extended by the Agency), all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

This guarantee shall be a continuing guarantee (which means guarantee will also be valid if the bank is in under liquidation or bankruptcy) and shall not be discharged by any change in the constitution of the bank or in the constitution of the Agency.



Please return this letter of guarantee immediately after our liability thereafter has ceased to be valid. Our liability under this guarantee will cease to be valid even if the guarantee deed is not returned to us.

This guarantee is personal to the beneficiary and not assignable to a third party without our prior written consent.

This guarantee shall be governed by Indian Law. This guarantee will remain enforce up to and including 120 days after the period of project, and any demand in respect thereof should reach the bank no later than the above date.

Name of the Bank Signature & Name & Designation

Seal of the Bank



8.12 Format 12: Undertaking of “No Conflict of interest”

<< On company Letter head >

Date: dd/mm/yyyy

To,

Secretary/ CEO, MBOCWWB,

MMTC House, E-Block, C-22,

Banda-Kurla Complex, Bandra (E),

Mumbai – 400 051

Reference: Supply, Delivery and Implementation of Labour Sheds at Kamgar Naka across Maharashtra <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir/ Madam,

We hereby offer to Supply, Delivery and Implementation of Labour Sheds at Kamgar Naka across Maharashtra as specified in this e-Tender 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 of “Supply, Delivery and Implementation of Labour Sheds at Kamgar Naka across Maharashtra” and if we participate in more than one bid, then it shall result in the disqualification of all our 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,

The Secretary/CEO, MBOCWW Board,

Maharashtra Building and Other Construction Workers Welfare Board.

MMTC House, E-Block, C-22,

Banda-Kurla Complex, Bandra (E),

Mumbai – 400 051

Sir/ Madam,

Reference: Supply, Delivery and Implementation of Labour Sheds at Kamgar Naka across Maharashtra <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect to construct the Labour sheds for registered construction workers at Kamgar Naka across Maharashtra.

We affirm that the entire duration of the project is of 1 years. 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 e-Tender are in accordance with the terms as specified in the Tender documents. All prices and other terms and conditions of this e-Tender are valid for a period of 120 calendar days from the date of opening of the commercial



Tenders. We hereby confirm that our Tender prices include all taxes. However, all the applicable taxes are quoted separately under relevant sections.

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

UNIT RATES

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

EARNEST MONEY DEPOSIT (EMD)

We have included the scanned copy of the receipt of the EMD submission along with the Technical Bid bearing value Rupees 3,15,00,000 /- (Rupees Three Crores Fifteen Lakhs Only). This EMD is liable to be forfeited in accordance with the provisions of the terms and conditions of this tender

TENDER PRICING

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

QUALIFYING DATA

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



BID PRICE

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

CONTRACT SECURITY BOND

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

CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the format specified by the Purchaser. We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief. We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully, (Signature of the
Bidder) Printed Name

Designation

Seal.

Date:

Place:

Business Address:



9.2 Commercial Bid formats

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

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

9.2.1 Consolidated Cost Summary

Bidder should quote as per following format:

(Amount in INR)

Sr.	Item	Unit	Quantity	Unit Rate in Rs.	GST amount in Rs.	Total Amount including GST in Rs.
A	Civil Scope					
A1	Excavation for foundation in earth, soils of all types, sand, gravel and soft murum, hard murum ,Hard rock by controlling blasting including trimming and levelling the bed by chieselling where necessary including removing the excavated material upto a distance of 50 mtr. Beyond the building area and stacking and spreading as directed, dewatering, preparing the bed including removing the excavated material upto a distance of 50mt.	Cu. M.	13.13			



Sr.	Item	Unit	Quantity	Unit Rate in Rs.	GST amount in Rs.	Total Amount including GST in Rs.
	Beyond the building area and stacking or spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering, including shoring and strutting as necessary complete.					
A2	Filling in plinth and floors with contractor's soil, sand, gneiss rubble stone soiling or murum in 15 cm to 20 cm layers including watering and compaction complete.	Cu. M.	5.324			
A3	Layering in situ ready mix cement concrete M-25 of trap/ granite/ quartzite/ gneiss metal for R.C.C. work in foundations like raft, strip foundations, grillage and footings of R.C.C. columns and steel stanchions etc. including bailing out water, formwork, cover blocks, compaction and curing roughening the surface if special finish is to be provided	Cu. M.	8.265			
A4	Fixing in position TMT-FE-500 reinforcement of various diameters for R.C.C. pile caps, footings, foundations, slabs, beams columns, canopies, staircase, newels, chajjas, lintels, arches etc. as per detailed designs,	M.T	0.8			



Sr.	Item	Unit	Quantity	Unit Rate in Rs.	GST amount in Rs.	Total Amount including GST in Rs.
	drawings and schedules. including cutting, bending, hooking the bars, binding with wires or tack welding and supporting as required complete					
B	Structural Steel					
B1	Fabricating and erecting in position the STRUCTURAL STEEL made out of structural steel plate as per IS 2062 E250 Quality A/BR/B0 of TATA steel/Lloyd Steel/SAIL/Essar steel/Jindal /Apollo /Roopam or equivalent, approved in straight profile of all sizes and shapes & for all works including all gusset plates, end plates, stiffness, bolts and nuts , welding using SAW/ MIG/ MMAW welding process, CNC cutting, splicing, machinery grinding of members joints wherever required to give neat appearance, fabricating to a curved or bend profile to arch shape including all shop drawings for all structures and getting approved prior to fabrication and erection as per drawings for all structures , details and complete as directed. With painting and one coat of epoxy primer and	MT	3.2			



Sr.	Item	Unit	Quantity	Unit Rate in Rs.	GST amount in Rs.	Total Amount including GST in Rs.
	two coats of epoxy painting. Bidder may use square tube section in place of round tubes of same size and thickness, however the weight of the section should not be less than the sections as mentioned in technical specification/drawing. The bidder may also provide / modify the fabrication joint with sway joints for better strength and stability.					
B2	CHEQUER PLATE FLOORING : Fabricating and erecting in position the STRUCTURAL STEEL CHEQUER PLATE made out of structural steel plate as per IS 2062 E250 Quality A/BR/B0 of TATA steel/Lloyd Steel/SAIL/Essar steel/Jindal or equivalent. Rate to include cutting, welding and before painting one coat of epoxy primer and two coats of epoxy painting and other related activities for completing this item as per approved drawings. As per tender document drawing, thickness of chequer plate is 3mm.	MT	0.9			
C	Roofing System					
C1	Design & installation of Polyurethane Insulated roofing System with required hardwares Roof	Sq. M.	54			



Sr.	Item	Unit	Quantity	Unit Rate in Rs.	GST amount in Rs.	Total Amount including GST in Rs.
	Panel with 0.5mm PPGI trapezoidal Profiled Sheet in top skin and Micro Ribbed Liner Panel sheet in bottom skin and puff panel of 20 mm. The PU panel shall be CFC free and Zero Ozone depleting panel using N Pantane blowing agent & made out of continuous line running on uninterrupted power supply. Panel shall have pre coated GI sheet on both side of Polyurethane Foam confirming to IS 12436:1988. The pre coated sheet shall be of minimum 240 mpa steel grade confirming to IS 14246:1995 and shall have zinc coating of minimum 120 gsm as per IS : 277 : 1992, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 micron. The PPGI sheet shall have plastic protective guard film of minimum 25 microns to avoid scratches during transportation. The PU Foam shall be self-extinguishing, fire retardant type having minimum density of 30 to 40 Kg/Cu.mt (+, -2 Kgs).					
D	Aluminum Composite Panels					
D1	Fixing in position 4mm thick aluminum composite panels in	Sq. M.	24.63			



Sr.	Item	Unit	Quantity	Unit Rate in Rs.	GST amount in Rs.	Total Amount including GST in Rs.
	external face column / wall cladding and canopy ceiling of approved make conforming to ASTM standard / specification comprising polyethylene core sandwiched between two skins of 0.50mm thick special alloyed aluminum sheet to have overall thickness of 4mm with exterior coating of PVDF. Fixing of surface cladding to meson / concrete faces / steel structure as called for, including appropriate and adequate framework of aluminum tubular section to fix the composite panel to the frame straight / slope profile and shapes including all accessories and all incidental work the cladding shall be done in accordance with the drawing, fixed to sides and faces of columns / piers, to sills and soffits of window opening, returned over coping to R.C.C. structural steel system etc. to line and level. The joints shall be properly sealed with approved silicon sealant to make the joints watertight and weather proof including fixing over aluminum frame using mechanical fasteners such as					



Sr.	Item	Unit	Quantity	Unit Rate in Rs.	GST amount in Rs.	Total Amount including GST in Rs.
	aluminum cleats and fasteners. Specially designed frame work with vertical and horizontal members of extruded aluminum section. aluminum composite panel to be used as per below sizes- 1.Top front side next to advertising display size in mm : (1212 x 1524) x 04 nos 2.Back inner side size in mm : (3663 x 970) x 02 nos + (2978 x 1308) x 01 nos 3. Front side advertising display as per specified drawing size in mm : (3636 x 970) x 02 nos.					
E	Stainless Steel Seating Arrangement for 50 People					
E1	Installation of MS Seating arrangement fixed to the platform checked plate with required hardwares. Drawing as per tender document. The steel seating arrangement shall be coated with layer of red oxide and painting or powder coating to ensure that material is anti corrosive under technical specifications.	L.S.	8			
F	Advertisement Media					
F1	Designing , supplying and installation of Digital printed on PVC flex banner hoardings for advertisement on shelters, also Designing, supplying and	LS	--			



Sr.	Item	Unit	Quantity	Unit Rate in Rs.	GST amount in Rs.	Total Amount including GST in Rs.
	installation of digital printed vinyl pasted on ACP sheets as per specified drawing and details. Size of display board as per tender document drawing .					
G	Accessories					
G1	1. It is made up of high quality and high density of PP material. With fine finished , fitted on the bracket . 2. Total Dust bin height is 275 mm. Bottom size of dust bin is 170mm x 170mm,top size is 240 mm x240mm of dustbin bucket. With 15 mm border with all four side curved. One side of dustbin from upper side one nobe is their, size of 50 mm x 15 mm rectangular for anti locking system of dustbin flap cover. 3. Flap cover size 250mm x 250mm with all four side covered. With 15 mm grove which is fitted on top side of dustbin bucket. From front side finger shape nobe is given to open dustbin flap. From upper side of flap90mm height and 150 mm length oval shape diameter on which Swachh Bharat Abhiyan 3d logo is there. Thickness of dustbin is 1.5mm.From all four sides social awareness slogan is printed on high	LS	2			



Sr.	Item	Unit	Quantity	Unit Rate in Rs.	GST amount in Rs.	Total Amount including GST in Rs.
	quality sticker. As per detailed specified drawing.					
H	Transportation					
H1	Transportation, Loading & unloading of whole unit/material across Maharashtra.	LS				
Total Amount including GST in Rs. [A]						
No. of Labour Sheds [B]						4,000
Grand Total Commercial Bid (GT) In Number [C = A x B]						
Grand Total (GT) In Words:						
Rupees _____						

9.2.2 Term & Conditions

- The L-1 shall be decided on the basis of “GT” quoted above.
- Commercial Offer has to be entered online only. An Online Form, similar to the Commercial format given above, will be available to the bidders in Commercial Envelope during Online Bid Preparation stage where bidders would quote their offer.
- The bidder will provide the commercial quote on bidder's company letter head duly signed and stamped by authorized signatory, scan and upload in the commercial bid envelope.
- Bidder should provide all prices as per the prescribed format. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate “0” (Zero) in all such fields.
- All the prices (even for taxes) are to be entered in Indian Rupees only
- It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable.
- The Tender Committee/Board reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.



- The Tender Committee/Board shall take into account all taxes, duties & levies for the purpose of evaluation
- Bidder needs to account for all Out of Pocket expenses due to Travel, boarding, lodging and other related items.
- The Unit Rate as mentioned in the following formats shall be used for the purpose of quantity for respective items, if any. However, based on the market trends, MBOCWW Board retains the right to negotiate this rate.



10 Annexure III: Draft Master Service Agreement

This AGREEMENT is made at _____, Maharashtra, on this _____ day of, _____ 2019, BETWEEN

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

AND

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

Whereas MBOCWW has envisaged to set up the labour sheds for registered construction workers at Kamgar Naka across Maharashtra or as per requirement of Maharashtra Building and other Construction Workers Welfare Board (hereinafter referred to as the "said Project");

And whereas MBOCWW has published the e-Tender to seek services of agency for Supply, Delivery and Implementation of Labour Sheds at Kamgar Naka across Maharashtra.

And whereas M/s. ----- has submitted its proposal for Supply, Delivery and Implementation of Labour Sheds at Kamgar Naka across Maharashtra;

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



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

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

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

This Agreement sets forth the entire contract and agreement between the parties pertaining to **“Selection of Agency for Supply, Delivery and Implementation of Labour Sheds at Kamgar Naka across Maharashtra”** and supersedes any and all earlier verbal or written agreements. This agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

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



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

To,

The Secretary/CEO, MBOCWW Board,

Maharashtra Building and Other Construction Workers Welfare Board.

MMTC House, E-Block, C-22,

Banda-Kurla Complex, Bandra (E), Mumbai – 400 051

and notice to the Agency shall be properly addressed to:

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

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

Signed, sealed and delivered

By -----

Secretary/CEO, MBOCWW Board

For and on behalf of MBOCWW

Signed, sealed and delivered

By -----

For and on behalf of the "Agency",

Witnesses:

(1)



(2)

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

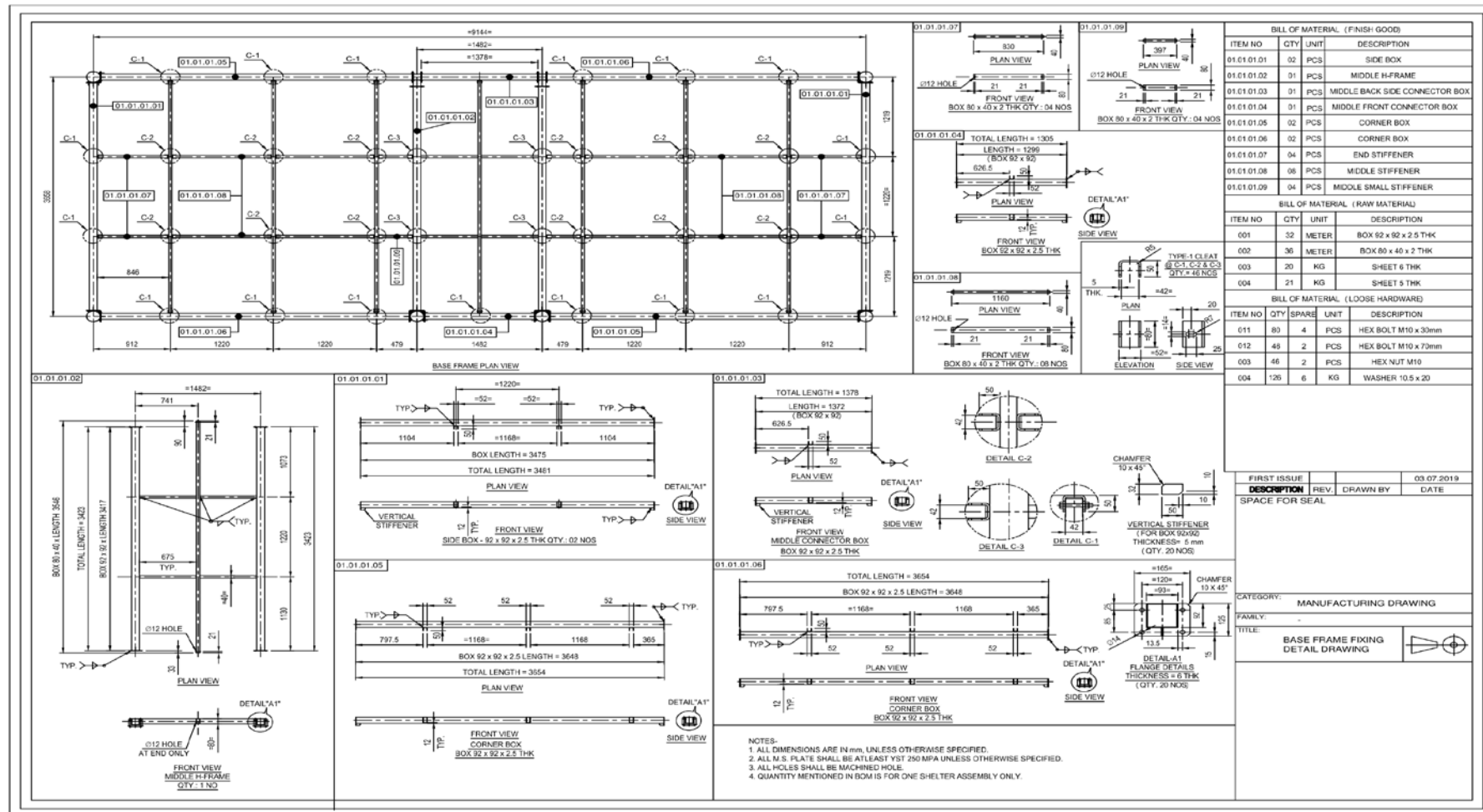
<< Scope of Work, Solution Overview, Project & Payment Schedule, Terms & Conditions as specified above in the e-Tender document>>

Note:

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

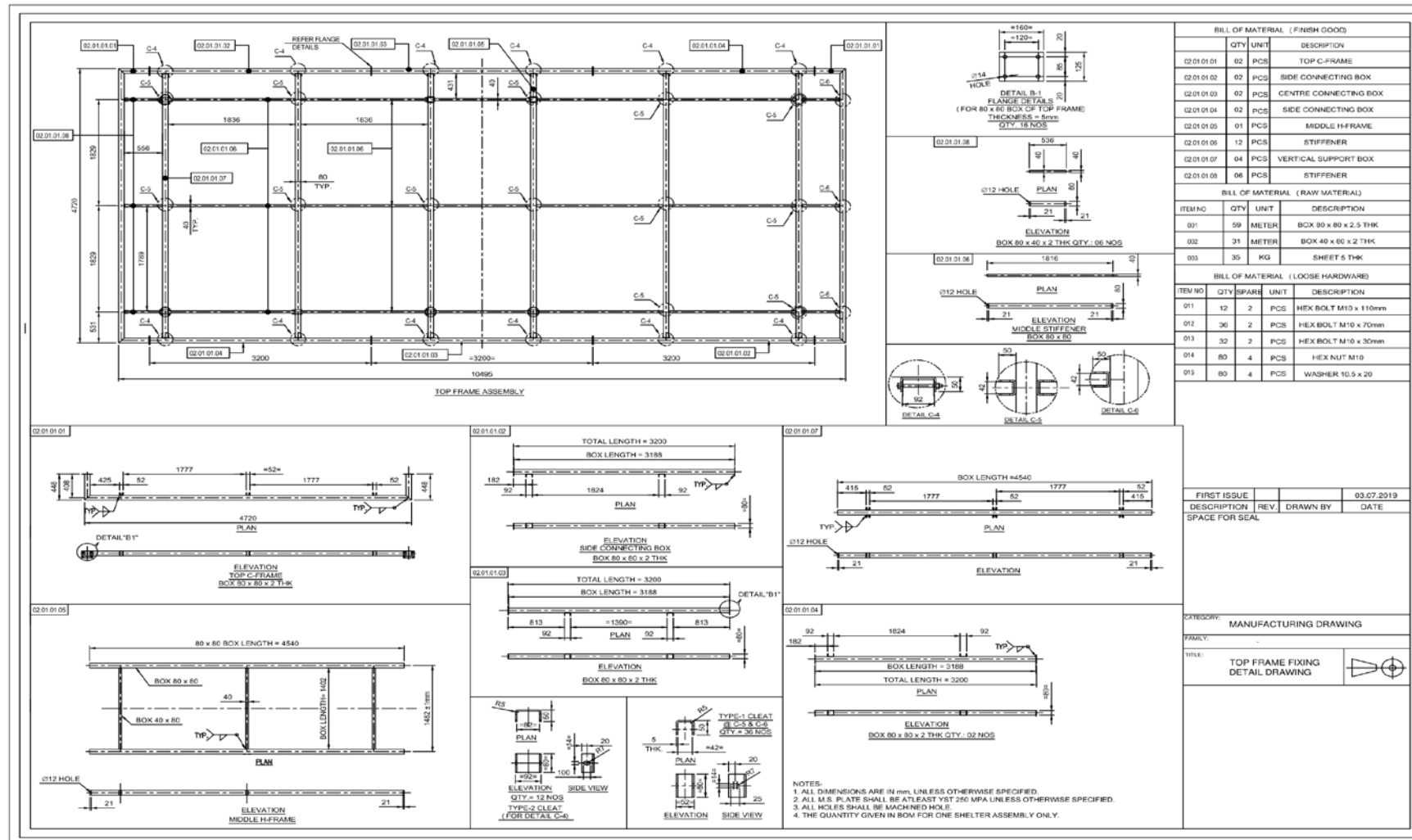


11 Annexure IV : Design & Drawings of Labour Shed



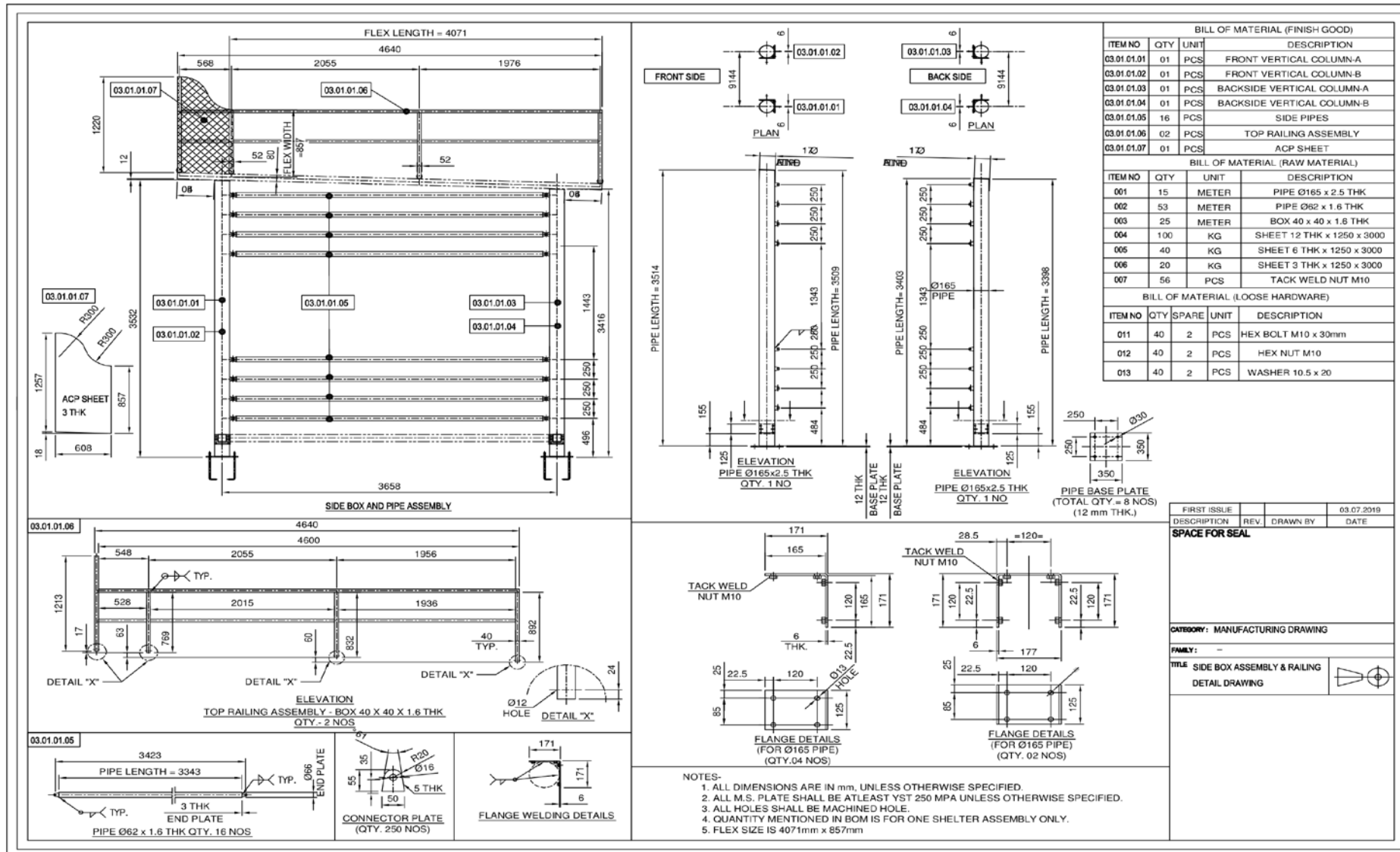


[Confidential]





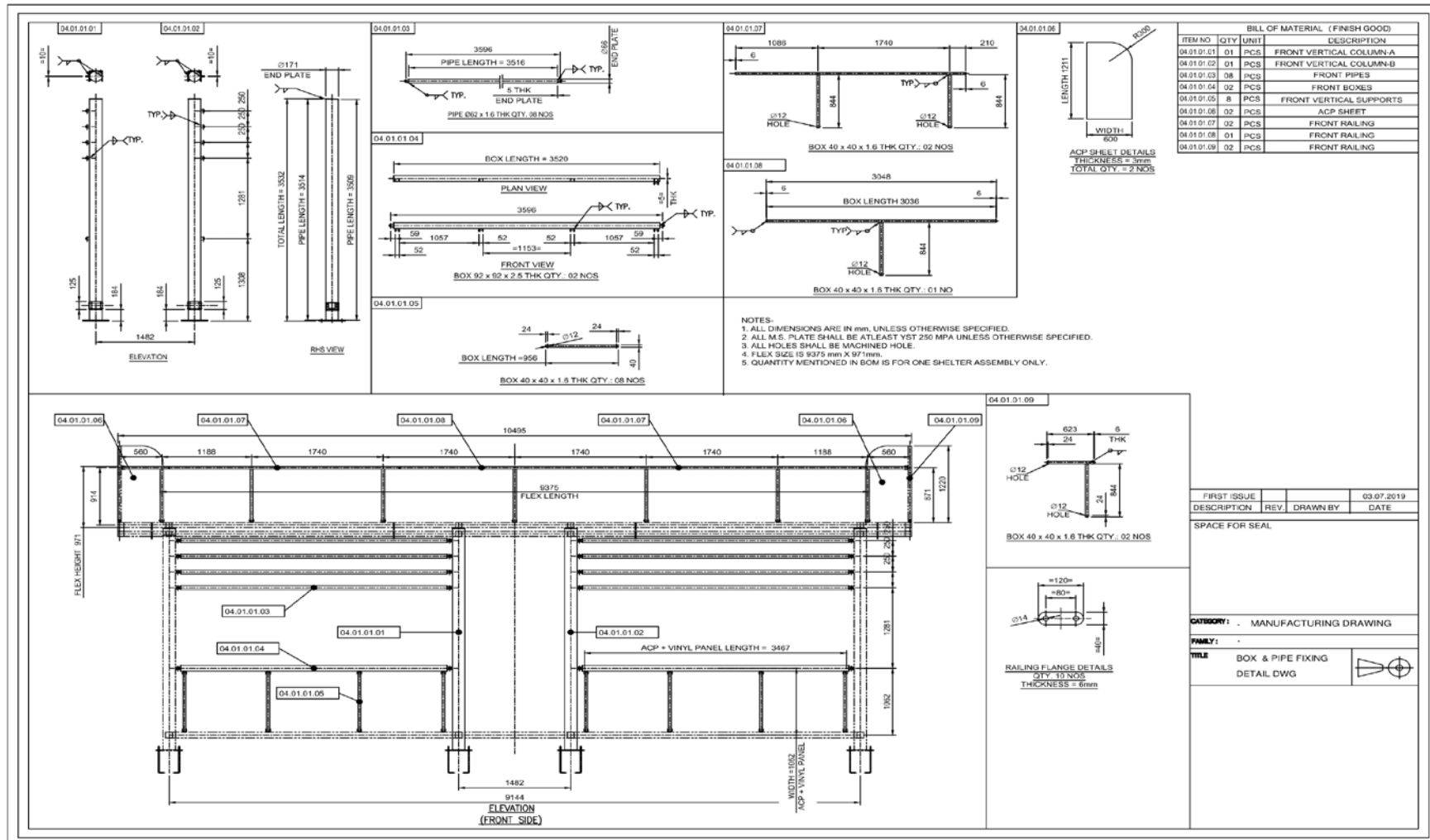
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Maharashtra Building and Other Construction Workers Welfare Board (MBOCWW)

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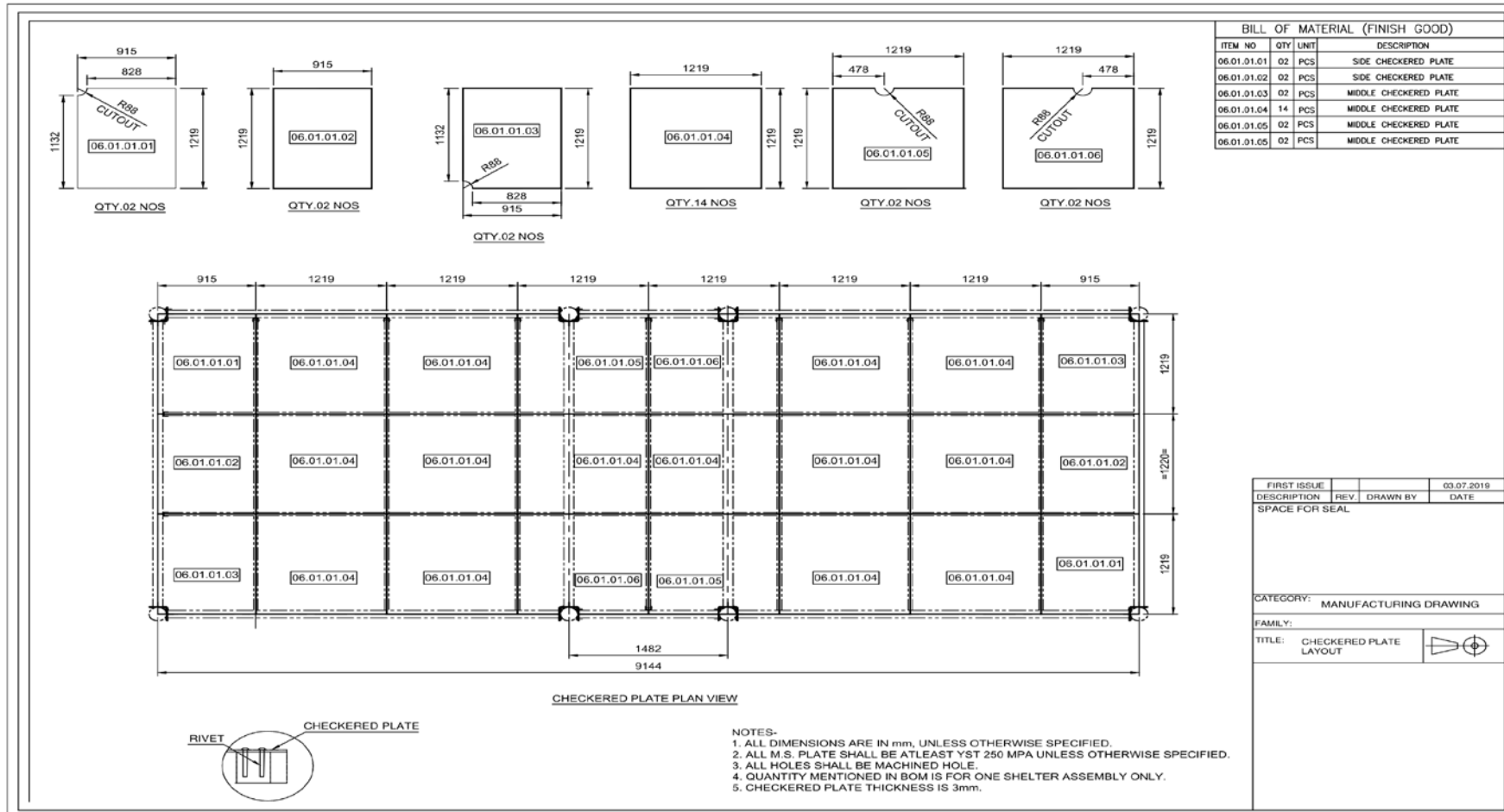


Selection of Agency for Supply, Delivery and Implementation of Labour Sheds at Kamgar Naka across Maharashtra

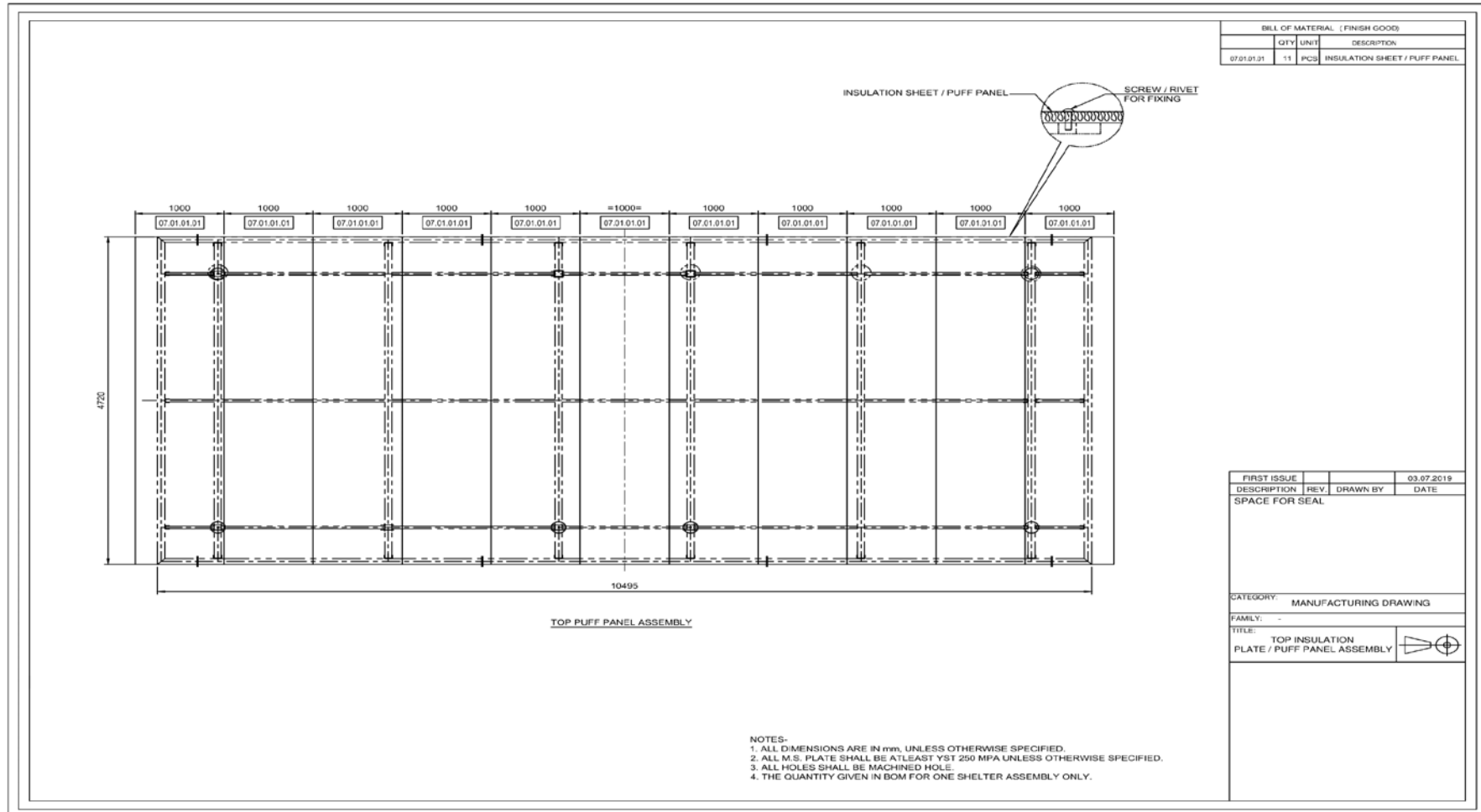


Maharashtra Building and Other Construction Workers Welfare Board (MBOCWW)

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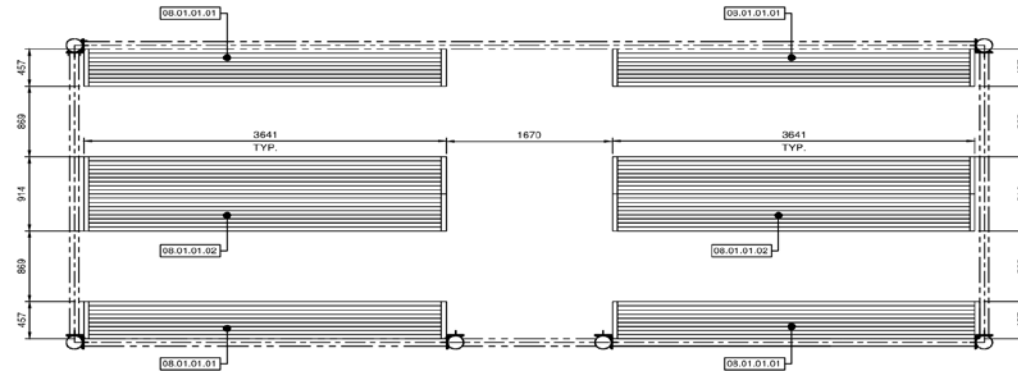


Selection of Agency for Supply, Delivery and Implementation of Labour Sheds at Kamgar Naka across Maharashtra





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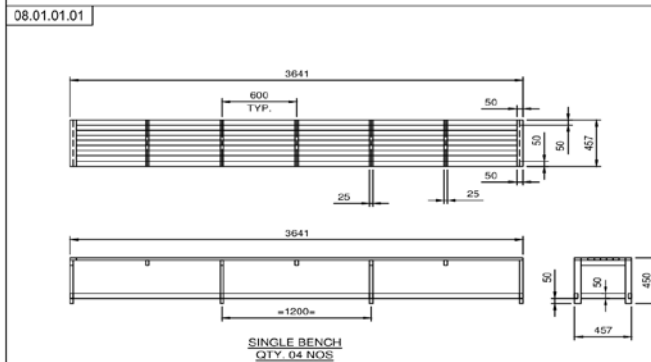


BILL OF MATERIAL (FINISH GOOD)			
ITEM NO	QTY	UNIT	DESCRIPTION
08.01.01.01	04	PCS	SINGLE BENCH
08.01.01.02	02	PCS	DOUBLE BENCH

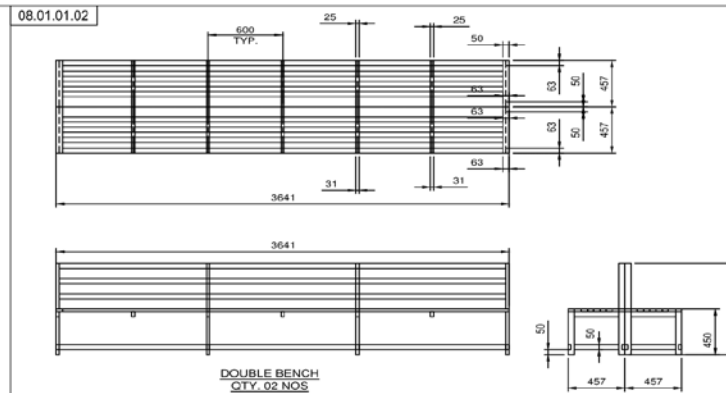
BILL OF MATERIAL (RAW MATERIAL)			
ITEM NO	QTY	UNIT	DESCRIPTION
001	315	METER	BOX 25 x 50

NOTES:-

1. ALL DIMENSIONS ARE IN mm, UNLESS OTHERWISE SPECIFIED.
2. ALL M.S. PLATE SHALL BE ATLEAST YST 250 MPA UNLESS OTHERWISE SPECIFIED.
3. ALL HOLES SHALL BE MACHINED HOLE.
4. QUANTITY MENTIONED IN BOM IS FOR ONE SHELTER ASSEMBLY ONLY.



ALL RECTANGULAR PIPES 50 x 25 TO BE WELDED TO EACH OTHER BY FILLET / BUTT WELDING.



ALL RECTANGULAR PIPES 50 x 25 TO BE WELDED TO EACH OTHER BY FILLET / BUTT WELDING

FIRST ISSUE			03.07.2019
DESCRIPTION	REV.	CRAWN BY	DATE
SPACE FOR SEAL			
<p>CATEGORY: MANUFACTURING DWG</p> <p>FAMILY: -</p> <p>TITLE BENCH ARRANGEMENT DETAIL DWG</p>			
			