



Invitation to eTender

Tender Reference No: MBOCWWB/02/2021

Date: 26th January, 2021

Inviting eTender for

**Selecting Agency to Supply, Delivery and Arranging Distribution
at Selected Points of Household Item Kit to Registered
MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati
Divisions**

Issued By

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

MMTC House, 5th Floor, C-22, E Block,
BKC, Bandra (E), Mumbai-51

Email: bocwwboardmaha@gmail.com



Table of Contents

1.	Invitation for Proposal	7
1.1	Disclaimer	9
1.2	Glossary of Terms.....	12
1.3	Abbreviations.....	13
1.4	Events and Dates.....	14
1.5	Other Important Information Related to Bid.....	15
2.	Introduction & Background Information.....	17
2.1	Other Important Information Related to Bid Maharashtra Building and Other Construction Workers' Welfare Board	17
2.2	Project Description	18
3.	Qualification of the bidder.....	19
3.1	Qualification Criteria	19
3.2	Manufacturer's Qualification Criteria	24
3.3	Consortium or Joint Venture of Firms.....	24
4.	Instruction to Bidders	26
4.1	Advice to the Bidders.....	26
4.2	eTender Document and eTender Fee	26
4.3	Earnest Money Deposit	26
4.4	Submission of Bid	27
4.5	Bid Submission Format.....	28
4.6	Late Submission of Bid.....	29
4.7	Cost of Bid	29
4.8	Erasures or Alterations and Signing of Bids	29
4.9	Pre-Bid Conference.....	30
4.10	Pre-Bid Queries	30
4.11	Amendment of eTender Document.....	31
4.12	Bid Validity.....	31
4.13	Modification & Withdrawal of Bids	31
4.14	Clarification of Bids.....	32
4.15	eTender Opening	32
4.16	Technical Bids.....	32
4.17	Commercial Bids.....	32
4.18	Evaluation of Qualifying Criteria	33
4.19	Evaluation Framework	33



4.20 Commercial Bid Evaluation	34
4.21 Notification of Award.....	35
4.22 Signing of Contract	35
4.23 Confidentiality of the Document to be kept by bidder	35
4.24 eTender Related Conditions.....	35
4.25 Rejection Criteria	36
5. Scope of Work.....	39
5.1 Overview	39
5.2 ...Supply, Delivery and Arranging Distribution at selected points of Household Item Kit to Registered BOCW Beneficiary.....	40
5.3 Warehousing and Transportation.....	42
5.4 Distribution Camps.....	42
5.5 Use and Operate MBOCWW board Software for Tracking and Monitoring of Distribution of Household item kit.....	43
5.6 Facilitate Registration/Renewal of Construction Workers	43
5.7 Technical Specifications	43
5.7.1 Technical Specification Common for all Household Items	43
5.7.2 Stainless Steel Big Plate (Lunch Plate)	45
5.7.3 Stainless Steel Bowl/Vati Round Bidding	46
5.7.4 Stainless Steel Glass (Water Glass).....	47
5.7.5 Stainless Steel Container (Pot) 1 with Cover	48
5.7.6 Stainless Steel Container (Pot) 2 with Cover	49
5.7.7 Stainless Steel Container (Pot) 3 with Cover	50
5.7.8 Stainless Steel Big Spoon (Rice)	51
5.7.9 Stainless Steel Big Spoon (Dal).....	52
5.7.10 Stainless Steel Water Jug with Handle	53
5.7.11 Stainless Steel Masala Storage with Fitting Lid (07 Compartment).....	54
5.7.12 Stainless Steel Storage Container (Dabba) 1 with Lid	55
5.7.13 Stainless Steel Storage Container (Dabba) 2 with Lid.....	56
5.7.14 Stainless Steel Storage Container (Dabba) 3 with Lid.....	57
5.7.15 Stainless Steel Parat.....	57
5.7.16 Stainless Steel Pressure Cooker with 2 Containers	59
5.7.17 Stainless Steel Kadai with Lid.....	60
5.7.18 Stainless Steel Big Tank with Cover and Vagralla	62
5.8 Inspection and Testing.....	64
5.9 Project Deliverables / Milestones	64
5.10 Time Schedule for Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit.....	64



5.11 Payment Terms and Invoicing	65
5.12 Service Level Agreement	65
5.12.1 Implementation SLAs	66
5.12.2 Service Level Agreement (SLAs).....	66
5.12.3 Penalties	67
5.12.4 Breach of SLA.....	67
5.12.5 Monitoring and Auditing	68
5.12.6 Reporting Mechanism.....	68
5.12.7 SLA Change Process	68
5.12.8 Management Escalation Procedures	68
6. Terms and Conditions	71
6.1 Interpretation	71
6.2 Key Performance Measurements.....	71
6.3 Commencement & Progress	72
6.4 Successful Agency's Obligation	72
6.4.1 Scope of Work.....	72
6.4.2 Confidentiality	73
6.4.3 Ethics	74
6.4.4 Corrupt or Fraudulent Practices.....	74
6.5 Purchaser's Obligations.....	74
6.6 Events of Default by the Successful Agency	75
6.7 Consequences of Default	75
6.8 Terminate the Contract in Full or Part	76
6.9 Breach and Rectification	76
6.10 Protection and Liabilities	77
6.10.1 Third Party Claims.....	77
6.10.2 Limitation of Liability.....	78
6.11 Termination.....	79
6.11.1 Conditions for Termination	79
6.11.2 Consequences of Termination.....	80
6.11.3 Dispute Resolution	81
6.12 Notice and Timing.....	83
6.13 Access	84
6.14 Inspection Rights	84
6.15 Conditional offers by the Bidders.....	84
6.16 Address of Communication	84
6.17 Costs & Currency	84



6.18 Performance Bank Guarantee	85
6.19 Indemnity	85
6.20 Publicity	85
6.21 Right to Accept Any Bid and to Reject Any or All Bids	85
6.22 Risk Purchase Clause	85
6.23 Fall Clause.....	86
6.24 Other Conditions.....	86
6.25 General	87
6.26 Survival.....	87
6.27 Entire Contract	87
6.28 Governing Law	87
6.29 Jurisdiction of Courts.....	87
6.30 Force Majeure	88
6.31 Conditions Precedent.....	89
6.32 Non- Fulfilment of Conditions Precedent	89
6.33 Amendment to Agreement	90
7. Annexure I: Format for Technical Bid	93
7.1 Form 1: Covering Letter for Technical Bid	93
7.2 Form 2: Technical Bid Checklist	96
7.3 Form 3: Compliance Checklist	103
7.4 Form 4: General Profile of the bidder	103
7.5 Form 5: Project Details.....	105
7.6 Form 6: Certifications as per the Quality Certification Criteria	107
7.7 Form 7: Manufacturer's Authorization Form.....	108
7.8 Form 8: Financial Capability.....	110
7.9 Form 9: Name and Details of the person to whom all references shall be made regarding the eTender.....	112
7.10 Form 10: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted	113
7.11 Form 11: Format for Performance Bank Guarantee.....	116
7.12 Form 12: Undertaking of "No Conflict of Interest"	119
7.13 Form 13: Certificate on letter head of Govt. Authority or Chartered Engineer	121
8. ANNEXURES II: Formats for Commercial Bid	123
8.1 Commercial Bid Letter.....	123
8.2 Commercial Bid Formats	127
9. Annexure III: Draft Master Service Agreement	129



Section - I

INSTRUCTIONS

TO BIDDERS



1. Invitation for Proposal

Maharashtra Building and Other Construction Workers Welfare (MBOCWW) Board invites e-Tenders for “Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions”.

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

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

Please note that the interested bidder 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 shall use two-envelope (Technical bid and Commercial bid) method through E- Tendering in order to fill up a Tender.

Bidder or authorized signatory of the bidder shall submit their offer online in electronic formats for preliminary qualification and financial proposal. However, Tender Document Fees, and Earnest Money Deposit (EMD) shall be paid as per the details provided in the eTender. MBOCWW Board shall not be responsible for delay in online submission by bidder due to any reason. For this, bidders are requested to upload the complete bid proposal well in advance 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: 04. 02.2021, Time: 12:00 pm held over Video Conference, for any suggestions or doubts regarding the e-Tender.

The minutes of the Pre-Bid meeting will be published online, if needed be. MBOCWW Board is not bound to furnish any answers thereafter. All the terms and conditions mentioned in the eTender application are binding on Bidders.



Inviting eTenders for Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

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

Place: Mumbai

Date: 26.01.2021

Sd/-

**Secretary cum CEO,
MBOCWW Board**



1.1 Disclaimer

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



document before bid. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Bidders are also requested to go through the eTender document in detail and bring to notice of MBOCWW Board any kind of error, misprint, inaccuracies, or omission in the document. MBOCWW Board 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 Board also reserves the right to decline to discuss the Project further with any bidder submitting a proposal.

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



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



1.2 Glossary of Terms

Sr. No	Term	Meaning
1.	Bidder	The Bidder should be manufacturer of Household item kit or should be manufacturer's authorized dealer or distributor or retailer or representative for supply of all items included in the Household item kit.
2.	Confidential Information	Any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information including any such information that may come to the knowledge of the Parties hereto / bidder by virtue of this Contract that: or is by its nature confidential or by the circumstances in which it is disclosed confidential; or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract;
3.	Contract	The eTender and all Annexures thereto, the Agreement entered into between the selected bidder together with the Purchaser as recorded in the Contract form signed by the Purchaser and the bidder including all Annexures 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.
4.	Contract Value	The price payable to the bidder under this Contract for the full and proper performance of its contractual obligations.
5.	Department	Industries, Energy & Labour Department, Government of Maharashtra.
6.	Effective Date	The date on which this Contract comes into force. This Contract shall come into force and effect on the date (the "Effective Date") of the Purchaser's notice to the bidder instructing to begin carrying out the activities.
7.	MBOCWW Board	Maharashtra Building and other Construction Workers Welfare Board.



Sr. No	Term	Meaning
8.	Noncompliance	Failure/refusal to comply to the terms and conditions of the proposal/Agreement
9.	Parties	The Purchaser, the bidder, and “Party” means either of the Parties.
10.	Proposal	Response or offer submitted by bidders for this e-Tender
11.	Purchaser	Maharashtra Building and other Construction Workers Welfare Board (MBOCWW).
12.	Selected Points	Locations where distribution camps are arranged across Mumbai, Pune, Nashik and Amravati Divisions
13.	Services	Services to be provided as per the requirement mentioned in the scope of work and instructions thereof issued from time to time by MBOCWW Board
14.	Successful Agency	<p>This shall mean the successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work.</p> <p>The word “Tender” is synonymous with “Bid”, “Tenderer” with “Bidder” and “Tender Documents” with “ Bid Documents”</p>

1.3 Abbreviations

Sr. No	Term	Meaning
1.	ACL	Assistant Commissioner of Labour
2.	DEO	District Executive Officer, MBOCWW Board
3.	Dy CEO	Deputy Chief Executive Officer, MBOCWW Board
4.	Dy DEO	Deputy District Executive Officer, MBOCWW Board
5.	DIC	District Industries Centres
6.	EMD	Earnest Money Deposit
7.	GLO	Government Labour Officer
8.	GoM	Government of Maharashtra
9.	MBOCWW Board	Maharashtra Building and other Construction Workers Welfare Board
10.	PBG	Performance Bank Guarantee



Sr. No	Term	Meaning
11.	PQ	Pre-Qualification
12.	PSU	Public Sector Unit
13.	Secretary cum CEO	Secretary cum Chief Executive Officer MBOCWW Board
14.	SLA	Service Level Agreement
15.	SOW	Scope of Work
16.	SSI	Small Scale Industries
17.	STQC	Standardization Testing and Quality Certification

1.4 Events and Dates

Table: Key Events and Dates

Sr. No	Subject	Date, time and details
1.	Advertising Date	26.01.2021
2.	E-Tender Download Period	From 26.01.2021, Time: 12:00 PM Up to 17.02.2021, Time: 05:00 PM
3.	Last date to submit requests for clarifications and email id (only 1 email) of prospective bidder to attend Pre-Bid conference by Video Conference	Up to 03.02.2021, Time: 12:00 PM Owing to current Covid-19 situation, Pre-bid meeting will be held over Video Conference. Interested bidders are requested to share their email id (only 1 email id) on bocwwboardmaha@gmail.com
4.	Date, Time and place of Pre- Bid Video Conference	From 04.02.2021, Time: 12:00 PM Video Conference link for Pre-Bid Conference shall be sent to email ids shared with MBOCWW Board. Any amendment in above schedule would be published on the eTendering Portal.
5.	Release of response to clarifications would be available at	www.mahatenders.gov.in
6.	Last date for online submission of bids	Up to 17.02.2021, Time: 05:00 PM www.mahatenders.gov.in
7.	Last date for submission of	Up to 17.02.2021, Time: 05:00 PM



Table: Key Events and Dates

Sr. No	Subject	Date, time and details
	samples of Household Item Kits	Address for Submission of Household Item Kits: MMTC House, 5th Floor, Plot No. C-22, E Block, BKC, Bandra (E), Mumbai-51
8.	Technical Bid Opening Date & Time	18.02.2021, Time: 12:00 PM
9.	Commercial Bid Opening Date & Time	To be informed later

1.5 Other Important Information Related to Bid

Table: Other Information

Sr. No	Item	Description
1.	Earnest Money Deposit (EMD) – Online	Rs. 4,45,00,000 (Rupees Four Crores Forty-Five Lakhs Only) through Online Payment.
2.	e-Tender Fee	Rs. 25,000/- (Rupees Twenty-Five Thousand Only) + taxes to be paid on mahatenders.gov.in
3.	Bid Validity Period	120 days from the date of opening of Technical Bid.
4.	Performance Bank Guarantee value	3% of contract value of successful bid from a Nationalised Bank and must be valid for the contract period and 180 days beyond the contract period.
5.	Contract Period	Total Contract Duration / Period shall be of 2 years from date of Signing of Contract. Contract Period may be extended with mutual consent between MBOCWW Board and Successful Agency as per project requirements.



Section II

BACKGROUND



2. Introduction & Background Information

2.1 Other Important Information Related to Bid 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 Government of India enacted Act 28 of 1996 on 19th August 1996, named The Building and Other Construction Workers Welfare Cess Act 1996 & The Building and other Construction Workers Welfare Cess Rules, 1998 to provide levy and collection of a cess on the cost of construction incurred by employers with a view to augmenting the resources of Building and Other Construction Workers Welfare Board constituted under Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996. 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 while 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 direction of Department of Labour, Government of Maharashtra. Up till now, the Board has framed 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 as Inspector under Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996. In order to facilitate the registration of construction workers, the Government has declared respective authorities vide Industries, Energy and Labour department GR No. Ebaka 2017/C.R.369/Lab.7, dated 2nd January 2018.

2.2 Project Description

The Maharashtra Building and Other Construction Workers Welfare Board, Mumbai deals with welfare of BOCW workers in Maharashtra. The BOCW workers are the most vulnerable segment of the unorganized labour work force. Most of the BOC workers have migrated from different regions and states leaving their native villages in search of daily job. They travel from one area of work to other area along with their families and live in a place, which is either provided by the owner of the construction company or somewhere nearby, building temporary shelters.

Due to the migratory nature of work, family members of BOC Workers viz. their spouses, children, parents, etc. are deprived of proper accommodation, education and food facilities. Due to poor income, they cannot afford to buy even basic household items required for preparation, storing, serving food.

Due to Migratory nature of construction work, BOC Workers migrate from one place to another and have to mitigate with constant change in habitat / residence., health issues, education of children and food. In order to facilitate daily cooking and serving food, a kit of household item is required. Scheme of MBOCWW board to provide household kit has been approved by the Government Resolution dated 18th January 2021.



3. Qualification of the bidder

3.1 Qualification Criteria

PQ No.	Pre-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.”	<ul style="list-style-type: none"> ▪ Certificate of Incorporation or Registration. 	Form 4: 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, 1932. 	
	OR “A Sole Proprietorship with valid Certificate or License issued by Municipal authorities under Shop and Establishment Act since last 3 years.”	<ul style="list-style-type: none"> ▪ Copy of valid Certificate or License under Shop and Establishment Act. 	
	OR MSME/ Udyam registration under various categories of industries viz. MSEs / Khadi Village Industries Commission / National Small Industries Corporation / Entrepreneurs Memorandum Part II etc., for the manufacturing of Stainless Steel Utensils, and not a general registration in any category, since last three years.	<ul style="list-style-type: none"> ▪ Copy of valid MSME/ Udyam registration / Entrepreneurs Memorandum (EM Part-II) / NSIC Certificate / UAM Registration /SSI/DIC. ▪ CA Certificate stating, manufacturing turnover of utensils is to be submitted. 	
	OR ”Co-operative Societies which are registered under The Maharashtra Co-op Societies Registration Act 1960”	<ul style="list-style-type: none"> ▪ Copy of valid Registration Certificate issued under The Maharashtra Co-op Societies Registration 	



PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted
		Act 1960	
2.	The Bidder should be manufacturer of items mentioned under Household item kit or should be manufacturer's authorized dealer or distributor or retailer or representative for supply of all items included in the Household item kit.	<p>If bidder is manufacturer: As per requirements of 3.2 Manufacturer's Qualification Criteria</p> <p>If Bidder is authorized dealer or distributor or retailer or representative: Manufacturers Authorization Form (MAF) in favor of the bidder from the manufacturers of the items. AND As per requirements of 3.2 Manufacturer's Qualification Criteria</p>	<p>Form 13: Certificate on letter head of Govt. authority or Chartered Engineer</p> <p>Form 7: Manufactures Authorization Form of e-tender.</p> <p>Form 13: Certificate on letter head of Govt. authority or Chartered Engineer</p>
3.	The bidder should have minimum average annual turnover of Rs. 134 Crores during the last 3 financial years (FY 2017-2018, 2018-2019, 2019-2020).	<p>Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years (FY 2017-2018, 2018-2019, 2019-2020). Provisional Balance Sheet of FY 2019-2020 may be submitted in case unaudited.</p> <p>Certificate duly signed by</p>	Form 8: Financial Capability of bidder



PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted
		Statutory Auditor of the Bidder or Certified Chartered Accountant for average annual Turnover for last 3 financial years (FY 2017-2018, 2018-2019, 2019-2020).	
4.	The bidder must have positive net worth of Rs. 25 Cr in last 1 financial year (FY 2019-2020).	Certificate duly signed by Statutory Auditor of the Bidder or Certified Chartered Accountant for positive net worth as on last 1 financial year (FY 2019-2020).	Form 8: Financial Capability of bidder
5.	<p>The bidder must have experience of successfully completed work for “Supply, delivery and distribution of kits/sets in Central Government or State Government or Semi Government or Corporation or Government Board in India in the last 7 years ending 31st December, 2020”, as below.</p> <ul style="list-style-type: none"> At least one successfully completed work costing not less than the amount equal to INR 356 Crores OR work comprising of supply, delivery and distribution of 4,00,000 kits/sets. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> At least two successfully completed 	<p>Work order and Completion Certificates from the client;</p> <p>The supporting documents shall mandatorily mention the value of project, quantity and duration of the contract.</p>	Form 5: Project details of the bidder



PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted
	<p>works of which each work costing not less than the amount equal to INR 223 Crores or work comprising of supply, delivery and distribution of 2,50,000 kits/sets.</p> <p>OR</p> <ul style="list-style-type: none"> At least three successfully completed works of which each work costing not less than the amount equal to INR 178 Crores or work comprising of supply, delivery and distribution of 2,00,000 kits/sets. 		
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 6: Certifications as per the Technical Qualification criteria
	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 date of submission of the Bid.	An Affidavit on Rs. 100/- stamp paper signed by the Authorized Signatory of the Bidder as per Annexure Form 10	Form 10: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted
7.	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	----



PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted
		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.	
8.	The bidder must have GST registration certificate as on last date of submission.	Copy of GST registration certificate.	----
9.	Power of Attorney to be on non-judicial stamp paper of appropriate value as per Indian Stamp Act 1899, 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.	----

Note:

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



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

3.2 Manufacturer's Qualification Criteria

The bidder shall be either the Manufacturer or Manufacturer's Authorized Dealer / Distributor/ Retailer or Representative and has to submit following documents mandatorily for technical evaluation.

1. Factory License or MSME /DIC/ NSIC Certificate for manufacture of Stainless Steel Utensils
2. Factory List of Machines duly certified by Chartered Engineer.
3. Installed Production Capacity of minimum 500 Metric Tonnes per month duly certified either by Entrepreneurs Memorandum (EM Part-II) or Pollution Control Board Certificate.
4. Entrepreneurs Memorandum (EM Part-II) or Registration Certificate to demonstrate experience in Stainless Steel production of more than 5 years from date of bid submission.
5. Production Capacity Certificate on Letterhead of Chartered Engineer as per Form 13.
6. Chartered Engineer Certificate for having inspection and quality control facilities / laboratories.
7. ISO 9001 Certificate, valid as on date of bid submission.
8. BIS License of Pressure Cooker.

3.3 Consortium or Joint Venture of Firms

Consortium or Joint venture is not allowed. Sub-contracting is not allowed.



Section - III

INSTRUCTIONS

TO BIDDERS



4. Instruction to Bidders

4.1 Advice to the Bidders

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

4.2 eTender Document and eTender Fee

1. The eTender document can be downloaded from the e-Tendering portal <https://mahatenders.gov.in/>. The Tender fee of Rs. 25,000/- + Taxes shall be paid through an online payment gateway available at the eTendering portal. The Tender fee shall be non-refundable.
2. However, all the MSEs registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or National Small Industries Corporation or any other bodies specified by Ministry of Micro, Small & Medium Enterprises, and vendors registered with NSIC under a single point vendor registration scheme will be exempted from payment of tender fees on submission of relevant document viz. copy of valid Entrepreneurs Memorandum (EM Part-II) / NSIC Certificate / Memorandum (UAM).

4.3 Earnest Money Deposit

1. The bidders are required to submit an EMD of Rs. 4,45,00,000 (Rupees Four Crores Forty-Five Lakhs Only) through Online Payment. Bidders shall submit the scanned copy of the EMD receipt as part of the technical bid document.
2. However, MSME / Udyam registration under various categories of industries viz. MSEs / KVIC / NSIC / EM Part II etc, will be exempted from payment of EMD on submission of relevant document viz. copy of valid Entrepreneurs Memorandum (EM Part-II) / NSIC Certificate / Memorandum (UAM).
3. Bidders shall ensure that the payment of the EMD is made prior to the last date of Bid Preparation and Submission of the Tender Schedule to have seamless submission keeping Bank's clearing process lead time.



4. The earnest money deposit shall be non-interest bearing and is refundable to unsuccessful bidders. The successful bidders EMD will be discharged to the successful bidder post executing the Contract and furnishing the Bank Guarantee as specified in this eTender.
5. The EMD shall be forfeited and appropriated by MBOCWW board without prejudice to any other right or remedy that may be available to MBOCWW board hereunder or otherwise, under the aforementioned conditions. In such an event, the decision of the MBOCWW board regarding forfeiture of the bid Security shall be final and binding upon bidders.
 - i. If a bidder submits a non-responsive bid; and/or if a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - ii. In the case of successful bidder, if bidder fails within the specified time limit:
 - a. to sign the contract within the time specified by MBOCWW board; or
 - b. to furnish the Performance Bank Guarantee within the period prescribed as specified in terms and conditions of the contract;
 - iii. During the bid process, before signing of the contract, if bidder fails to comply with the terms and conditions of the tender.
 - iv. If during the bid process, any information provided by bidder is found false/fraudulent/mala fide, then MBOCWW board shall reject the bid and, if necessary, initiate action provided.
 - v. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
 - vi. If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

4.4 Submission of Bid

1. Sealed bids shall be received by the Secretary cum CEO, MBOCWW Board, through the e-Tendering system before the time and date specified in the schedule of the eTender notice. In the event of the specified date for the submission of bid 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 bid by issuing corrigendum and uploading the same on eTendering system.



2. To view- eTender Notice, Detailed Time Schedule, eTender Document for this eTender and subsequently purchase the eTender Document and its supporting documents, kindly visit following eTendering website <https://mahatenders.gov.in/>.
3. The bidders participating first time for eTenders on the eTendering portal will have to complete the Online Registration Process for the eTendering portal. A link for enrolment of new bidders is provided on <https://mahatenders.gov.in/>.
4. All bidders interested in participating in the online eTendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The eTender should be prepared & submitted online using individual's Digital e-Token. eTendering Tool Kit for bidders (detailed Help documents, designed for bidders) have been provided on eTendering website in order to guide them through different stages involved during eTendering such as online procedure for eTender Document Purchase, bid preparation, id submission.

4.5 Bid Submission Format

1. The entire proposal shall be submitted strictly as per the format specified in this eTender. Bids with deviation from this format are liable for rejection of Submission of Bid.
2. Complete bid process is online (eTendering) in two envelope system. Submission of bid shall be in accordance with the instructions given in the Table below:

Particulars	Instructions
Envelope A: Technical proposal	<p>The bidder shall upload following through online bid submission process:</p> <ul style="list-style-type: none">▪ Scanned copy of Receipt of the eTender Fees▪ Scanned copy of Earnest Money Deposit (EMD) or valid exemption certificate, if eligible.▪ 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/-. <p>The Pre-qualification documents and Technical documents shall be prepared in accordance with the requirements</p>



Particulars	Instructions
	<p>specified in this eTender and the formats prescribed in this eTender. Bidders shall submit accurately filled Checklist for Pre-qualification documents and Technical evaluation documents as per format mentioned in this eTender.</p> <p>Each page of the Technical Proposal should be signed and stamped by the Authorized Signatory of the bidder. Technical Proposal should be submitted through online bid submission process only.</p>
Envelope B: Financial Proposal	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this eTender.</p> <p>Each page of the Financial Proposal should be signed and stamped by the Authorized Signatory of the bidder. Financial Proposal should be submitted through online bid submission process only.</p>

- The bid should be a complete document and should be page numbered, indexed and bound as a single set. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bid.
- Bids sent by courier / post shall be rejected.
- The eTender purchased by the bidders shall be submitted in original and countersigned by bidder.

4.6 Late Submission of Bid

Late submission of bid will not be permitted by the eTendering system.

4.7 Cost of Bid

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 bid process.

4.8 Erasures or Alterations and Signing of Bids

The original Bids shall be signed by the Bidder or a person (s) duly authorized using his / her digital certificate through the eTendering system. Such authorization shall be



indicated by power-of-attorney accompanying the bids. The Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in that case such corrections shall be initiated by the person or persons signing the bids.

4.9 Pre-Bid Conference

1. Pre-Bid conference of all the interested bidders will be held at the scheduled date and time i.e. From 04.02.2021, Time: 12:00 PM. Owing to current Covid-19 situation, Pre-bid meeting may be held over Video Conference. Interested bidders are requested to share their email id (only 1 email ids/person from each organization) and pre-bid queries by Up to 03.02.2021, Time: 12:00 PM on bocwwboardmaha@gmail.com.
2. Video Conference link for Pre-Bid Conference shall be sent to email ids shared with MBOCWW Board.
3. In pre-bid meeting problems of general nature will be entertained. Any change decided in the pre-bid shall be uploaded on the eTendering system as corrigendum. This will form a part of this bid document.
4. Any amendment in above schedule or mode of pre-bid meeting would be published on the eTendering Portal.

4.10 Pre-Bid Queries

1. Bidders are requested to submit their queries on the company letter head and in the following format on or before 03.02.2021, Time: 12:00 PM. Smt. Rajashree B. Patil, District Executive Officer, MBOCWW Board (Contact Number: 022 2657 2631/32), will be nodal officer for any clarification regarding submission of pre-bid queries, pre bid meeting and submission of samples of household kit in MBOCWW board office.

Name of Supplier	
Tender Ref. No	
Tender Name	Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions
Tender Due Date	



#	RFP Page No.	RFP Clause No.	Clause Title	Queries /Clarification Sought	Justification by Bidder

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

4.11 Amendment of eTender Document

1. At any time before the deadline for submission of bid, purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the eTender Document by amending, modifying and/or supplementing the same.
2. The amendments shall be published on website (<https://mahatenders.gov.in/>). Prospective bidders are advised to periodically browse this website to find out any further corrigendum / addendum / notice published with respect to this eTender.
3. 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

1. 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. Requests and 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.
2. A bidder may refuse the request for extension of bid validity 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

1. Bid submitted shall not be modified by the bidder after the closing date and time for submission of bid.
2. If date of submission is extended due to some reasons, modification in bids is possible till extended period, provided bid has not been opened.



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

4.14 Clarification of Bids

To assist in the scrutiny, evaluation and comparison of bids, MBOCWW board may, at its discretion, ask some or all the Bidders for clarification of their bids on any of the points mentioned therein and the same may be sent through email. However, in such cases, original copy of the technical clarifications shall be sent to the purchaser through courier or in person. The request for such clarifications and the response shall be in writing.

4.15 eTender Opening

1. The technical bids will be opened before the committee on the eTendering system and the same will be evaluated as per the qualification criteria and relevant documents in support of them. Commercial bids of only technically qualified bidders will be opened before the committee on the eTendering system. Decision of the committee will be final.
2. Bidders qualified in the Technical Evaluation will be advised of the location, date, and time set for opening of commercial proposal. Notice will be given to allow interested bidders or their representatives to attend the opening of the commercial proposals.

4.16 Technical Bids

1. The Technical bid shall be complete in all respect and contain all information and documents asked for. It must not contain any price information.
2. During the activity of Bid Submission, the Bidder is required to upload all the documents of the technical bid by scanning the documents and uploading it in the PDF format. This activity of uploading the documents as well as preparation of commercial bid and other Annexures enclosed with the eTender (if any) should be completed within the bid submission timelines.
3. The list of documents to be uploaded as part of Technical bid may be found at the eTendering system and at the checklist table in Annexure I: Form 2.

4.17 Commercial Bids

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



4.18 Evaluation of Qualifying Criteria

1. Prior to Commercial opening, the MBOCWW board shall determine whether each bid is (a) complete, (b) is accompanied by the required information and documents and (c) is substantially responsive to the requirements set forth in the eTender document. Only those bidders, who fulfil all the qualifications mentioned in the Section 3 “qualification criteria” of the eTender, shall be eligible and qualified for further processing of evaluation.
2. The MBOCWW Board 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.

4.19 Evaluation Framework

1. The evaluation of the technical bids shall be done by Board. Technical evaluation conducted by the Board shall be final and binding on all the bidders.
2. Bidder shall be required to submit samples of Household Item Kits on Bid Submission Date.
3. Samples of Household Item Kits will be tested for compliance with technical specifications for all bidders qualified as per Section 3.1 Qualification Criteria in technical bid.
4. The bidder shall submit following two set of sample of Household item kit mentioned below and physical 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/- at the MMTC House, 5th Floor, C-22, E Block, BKC, Bandra (E), Mumbai-51, on bid submission date.

Sr.	Household Item Particulars	Quantity (Nos).
1.	Stainless Steel Big Plate (Lunch Plate)	04
2.	Stainless Steel Bowl/Vati Round	08
3.	Stainless Steel Glass (Water Glass)	04
4.	Stainless Steel Container(Pot) 1 with cover	01
5.	Stainless Steel Container(Pot) 2 with cover	01
6.	Stainless Steel Container(Pot) 3 with cover	01
7.	Stainless Steel Big Spoon (Rice)	01
8.	Stainless Steel Big Spoon (Dal)	01



Sr.	Household Item Particulars	Quantity (Nos).
9.	Stainless Steel Water Jug with handle (2 liters)	01
10.	Stainless Steel Masala Storage (07 Compartment)	01
11.	Stainless Steel Storage Container (Dabba) 1 with Lid (Size / Number: 16)	01
12.	Stainless Steel Storage Container (Dabba) 2 with Lid (Size / Number: 18)	01
13.	Stainless Steel Storage Container (Dabba) 3 with Lid (Size / Number: 22)	01
14.	Stainless Steel Parat	01
15.	Stainless Steel Pressure Cooker (5 liters)	01
16.	Stainless Steel Kadai	01
17.	Stainless Steel Big Tank with Cover and Vagralla	01
	Total	30

Note: Detailed specifications of above household items are mentioned in Section 5.7 (Technical Specification).

5. The MBOCWW board shall submit these samples for laboratory testing to Government approved Laboratories for verification of compliance as per specification mentioned in Section 5.7. The MBOCWW board shall technically qualify only those bidders whose all items included in Sample Household item kit are found as per the specifications mentioned under this eTender and approved by the Laboratory
6. The MBOCWW board reserves right to summarily reject the bid of the bidder fails to submit the samples and physical copy of demand draft on bid submission date.

4.20 Commercial Bid Evaluation

1. Commercial envelope of only those bidders who are qualified in Technical Evaluation and whose all items included in Household item kit are found as per the specifications mentioned under this eTender and approved by the laboratory shall be opened by the MBOCWW board.
2. The bidder who has quoted the least in the commercial bid opening may be awarded the contract.
3. MBOCWW board reserves the right to confirm the L1 Bidder as Successful Bidder subject to negotiations and approval of the competent authority.



4. MBOCWW board has issued two RFPs for Supply, Delivery and Arranging Distribution of Household Item Kits (Nagpur & Aurangabad Division) and (Mumbai, Pune, Nashik & Amravati Division). Lowest bid discovered amongst two RFPs shall be binding for acceptance by L1 bidder discovered in respective tendering process.
5. In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected. The decision of MBOCWW board shall be final in this regard and the bid will be rejected if the bidder does not agree to the decision in this regard.
6. In the event of two or more Bidders securing exactly the same commercial quote, MBOCWW board reserves the right to adopt any other method as decided by MBOCWW board.
7. The final evaluation shall be done by the MBOCWW board and the decision taken by the MBOCWW board shall be final and binding.

4.21 Notification of Award

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

4.22 Signing of Contract

1. At the same time as the MBOCWW board notifies the successful Bidder that its bid has been accepted, MBOCWW board shall send the Bidder the Pro forma for Contract, incorporating all agreements between the MBOCWW board and Bidder.
2. Within 15 working days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to MBOCWW board.
3. The rates in Contract will be valid from the date of the signing of contract till the completion of contract period. No representation in this regard will be entertained.

4.23 Confidentiality of the Document to be kept by bidder

Bidder shall not disclose anything which constitutes part of their bid submission in any manner, whatsoever, to any third party, till finalization of this eTendering process.

4.24 eTender Related Conditions

1. The Bidder should confirm unconditional acceptance of full responsibility of completion of work and for executing the 'Scope of Work' of this eTender. This



confirmation should be submitted as part of the Technical Bid. The Bidder shall nominate sole point of contact for all purposes of the Contract.

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

4.25 Rejection Criteria

1. Besides other conditions and terms highlighted in the eTender document, bids may be rejected under following circumstances:
 - i. General Rejection Criteria
 - a. Bids received through E-Mail except wherever required.
 - b. Bids which do not confirm unconditional validity of the bid as prescribed in the eTender.
 - c. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the eTendering Process.
 - d. Any effort on the part of a Bidder to influence the purchaser's bid evaluation, bid comparison or contract award decisions.
 - e. Bids received by the purchaser after the last date for receipt of bids prescribed by the purchaser.
 - f. Bids without signature of person (s) duly authorized on required pages of the bid.
 - g. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
 - h. In case any a bidder submits multiple bids or if common interests are found in two or more bids.
 - ii. Technical Rejection Criteria
 - a. Technical Bid containing commercial details.
 - b. Revelation of Prices in any form or by any reason before opening the Commercial Bid.



- c. Failure to furnish all information required by the eTender Document or submission of a bid not substantially responsive to the eTender Document in every respect.
 - d. Bidders not quoting for the complete scope of Work as indicated in the eTender documents, addendum (if any) and any subsequent information given to the Bidder
 - e. Bidders not complying with the Technical and General Terms and conditions as stated in the eTender Documents.
 - f. 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
- iii. Commercial Rejection Criteria
 - a. Incomplete Price Bid.
 - b. Price Bids that do not conform to the eTenders price bid format.
 - c. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
 - d. If there is an arithmetic discrepancy in the commercial bid calculations the purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.



Section - IV

SCOPE OF WORK



5. Scope of Work

5.1 Overview

This eTender is for selection of Agency for Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions.

#	Particulars	Description
1.	Geographical Area	▪ Mumbai, Pune, Nashik and Amravati Divisions
2.	Quantity	▪ 5,00,000 Nos
3.	Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions.	<ul style="list-style-type: none">▪ Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions.▪ Successful Agency shall arrange and conduct distribution camps across Mumbai, Pune, Nashik and Amravati Divisions as per the directions of the MBOCWW board.▪ Successful Agency shall ensure smooth and continued distribution of Household item kit to beneficiary approved by MBOCWW board.▪ Successful Agency shall ensure no defective items are delivered.
4.	Warehousing and Transportation	<ul style="list-style-type: none">▪ Successful Agency shall be responsible for logistics, warehousing, transportations, insurance, etc. of the Household item kit at their own costs.▪ Successful Agency shall ensure smooth and continued distribution of Household item kit to beneficiary approved by MBOCWW board.▪ Successful Agency shall be responsible for transportation of the Household item kit at the distribution sites and facilitate orderly and systematic distribution of Household item kit.
5.	Arranging Distribution Camps as per directions of MBOCWW board	▪ Successful Agency shall arrange distribution camps across Mumbai, Pune, Nashik and Amravati Divisions as per the directions of the District



#	Particulars	Description
		Offices. <ul style="list-style-type: none">▪ Successful Agency shall provide sufficient manpower for distribution of the Household item kit at each camp site across Mumbai, Pune, Nashik and Amravati Divisions.▪ Successful Agency shall provide computer/laptop, printer, camera, STQC certified biometric devices at each camp sites.
6.	Use and Operate MBOCWW Software for Tracking and Monitoring of Distribution of Household item kit.	<ul style="list-style-type: none">▪ Successful Agency shall use MBOCWW board Software for Tracking and Monitoring of Distribution of Household item kit.▪ Successful Agency shall create records (Photo, Delivery Challan, etc.) for distribution of Household item kit.▪ Successful Agency may be required to integrate MBOCWW board Software with their Software / Application for purpose of report generation, invoice generation etc.
7.	Facilitate Registration / Renewal of Construction Workers	<ul style="list-style-type: none">▪ Successful Agency shall facilitate Registration/Renewal of Construction Workers by helping them to fill up online application forms with online submission of required documents to MBOCWW board officials for further registrations/renewals.

5.2 Supply, Delivery and Arranging Distribution at selected points of Household Item Kit to Registered BOCW Beneficiary

1. Successful Agency shall be responsible for Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions.
2. Successful Agency shall put logo in the form of Embossing / Engraving / Laser Print at a proper place of each item of the Household item kit, as per the approval of MBOCWW board.



3. Based on the request letters received by Government Labour Officers/Deputy Executive officer from registered workers of MBOCWW board, the list of registered BOCW Beneficiary to whom the Household item kit shall be distributed will be prepared as per approval of the concerned Assistant Labour Commissioner.
4. The concerned Assistant Labour Commissioner (District Executive Officer) / Government Labour Officer (Deputy District Executive Officer) authorized by MBOCWW board shall act as authorized Nodal officer at each district. Successful Agency shall be responsible to coordinate with the authorized nodal officer of MBOCWW board during distribution of the Household item kit.
5. Successful Agency shall distribute the Household items to registered BOCW Beneficiary and ensure to collect receipt of the Household item kit in writing from the BOCW Beneficiary to whom the Household item kit is handed over.
6. Successful Agency shall collect the signature of the BOCW Beneficiary and signature of the authorized nodal officer of MBOCWW board on the written receipt for distribution of the Household item kit. Thereafter, the bidder shall submit such receipts to the concerned Additional Commissioner (Labour)/Deputy Commissioner (Labour) at regional level.
7. Successful Agency shall capture and store geo tagged and timestamped photo of the beneficiary receiving Household item kit in cloud based software and also obtain beneficiaries biometric/fingerprint details during the delivery of the Household item kit to beneficiary. Successful Agency shall verify the authenticity of the beneficiary by using Aadhar based authentication systems.
8. The receipt format shall be provided by MBOCWW board at the time of issue of work order to the Successful Agency.
9. Successful Agency shall make its own arrangement for storage of the Household item kit.
10. The Household item kit shall consist of the following items. All items supplied shall have good workmanship and finish.

Sr.	Household Item Particulars	Quantity (Nos).
1.	Stainless Steel Big Plate (Lunch Plate)	04
2.	Stainless Steel Bowl/Vati Round	08
3.	Stainless Steel Glass (Water Glass)	04
4.	Stainless Steel Container(Pot) 1 with cover	01
5.	Stainless Steel Container(Pot) 2 with cover	01



Sr.	Household Item Particulars	Quantity (Nos).
6.	Stainless Steel Container(Pot) 3 with cover	01
7.	Stainless Steel Big Spoon (Rice)	01
8.	Stainless Steel Big Spoon (Dal)	01
9.	Stainless Steel Water Jug with handle (2 liters)	01
10.	Stainless Steel Masala Storage (07 Compartment)	01
11.	Stainless Steel Storage Container (Dabba) 1 with Lid (Size / Number: 16)	01
12.	Stainless Steel Storage Container (Dabba) 2 with Lid (Size / Number: 18)	01
13.	Stainless Steel Storage Container (Dabba) 3 with Lid (Size / Number: 22)	01
14.	Stainless Steel Parat	01
15.	Stainless Steel Pressure Cooker (5 liters)	01
16.	Stainless Steel Kadai	01
17.	Stainless Steel Big Tank with Cover and Vagralla	01
	Total	30

5.3 Warehousing and Transportation

1. Successful Agency shall be responsible for logistics, warehousing, transportations, insurance, etc. of the Household item kit at their own costs.
2. Successful Agency shall ensure smooth and continued distribution of Household item kit to Registered BOCW Beneficiary approved by MBOCWW board.
3. Successful Agency shall be responsible for transportation of the Household item kit at the distribution sites and facilitate orderly and systematic distribution of Household item kit.

5.4 Distribution Camps

1. Successful Agency shall arrange and conduct distribution camps across Mumbai, Pune, Nashik and Amravati Divisions as per schedule and timelines directed by the MBOCWW Board.



2. Successful Agency shall provide sufficient manpower for distribution of the Household item kit at each camp site across Mumbai, Pune, Nashik and Amravati Divisions.
3. Successful Agency shall also provide computer/laptop, printer, camera, STQC certified biometric devices and internet connectivity at each camp sites.
4. Successful Agency shall work as per the directions of the Nodal Officer or representative of the MBOCWW Board.

5.5 Use and Operate MBOCWW board Software for Tracking and Monitoring of Distribution of Household item kit

1. MBOCWW board has developed and commissioned Integrated Welfare Board Management System (IWBMS) for maintaining records of Registered MBOCWW Workers, Monitoring & Tracking of Labour Welfare Schemes.
2. Successful Agency shall operate MBOCWW board's IWBMS Software for Tracking and Monitoring of Distribution of Household item kit.
3. Successful Agency shall create records (Photo, Delivery Challan, etc.) for distribution of Household item kit.
4. The data, images, information stored and generated through "Cloud based Monitoring Software for Distribution of Household item kit", shall be exclusive property of the MBOCWW board.
5. Successful Agency may be required to integrate MBOCWW Board's IWBMS Software with their Software / Application for purpose of report generation, invoice generation etc.

5.6 Facilitate Registration/Renewal of Construction Workers

1. Successful Agency shall facilitate Registration/Renewal of Construction Workers by helping them to fill up online application forms with online submission of required documents and to MBOCWW board officials for further registrations/renewals.

5.7 Technical Specifications

Household Item (Utensils) shall strictly adhere to Technical Specifications as mentioned below.

5.7.1 Technical Specification Common for all Household Items

Sr.	Details
1.	IS Standard: All Household Item Kits (Utensils) to be manufactured from Stainless Steel

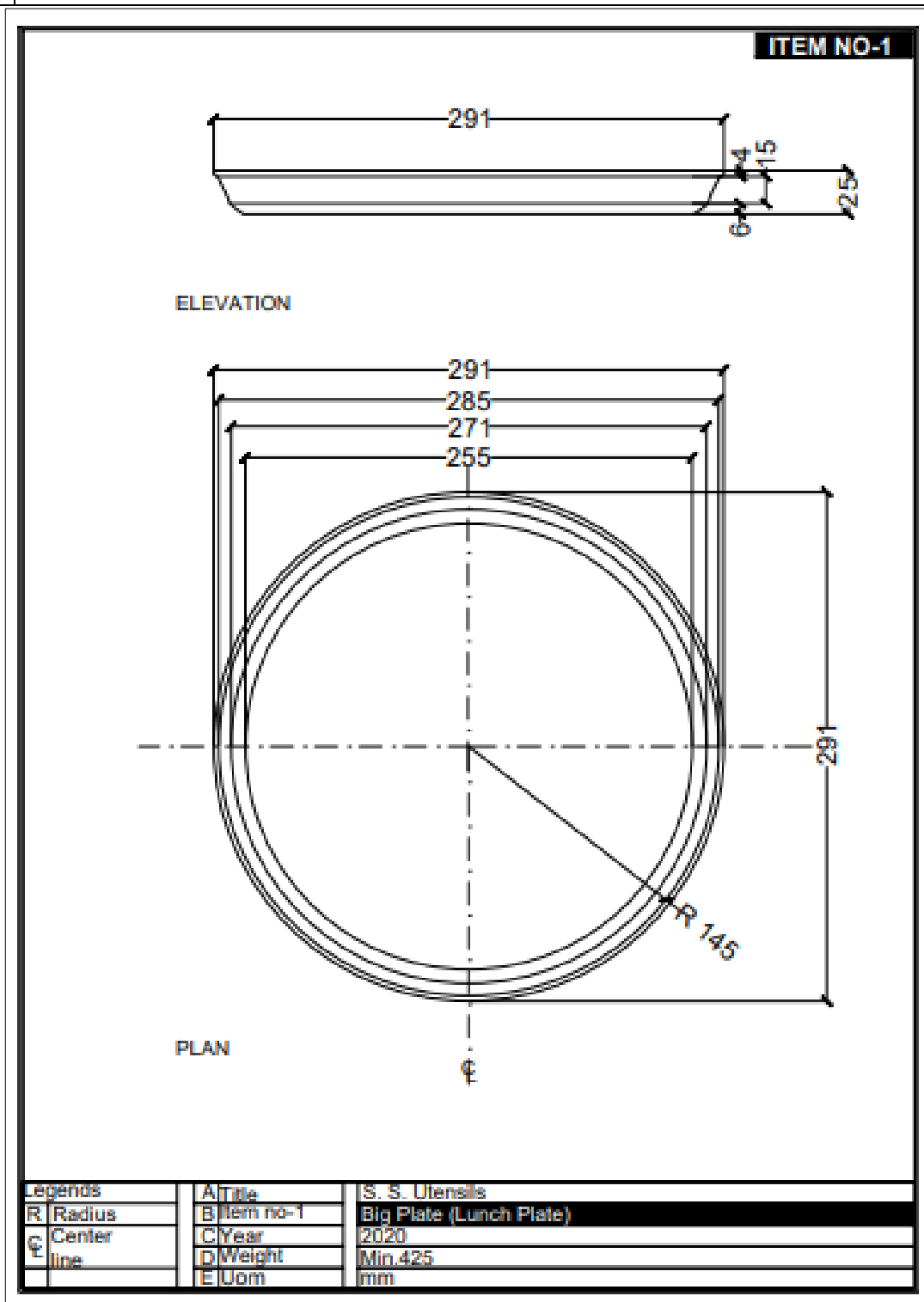


Sr.	Details																				
	conforming to IS 15997:2012 Grade – N1 for Low Nickel Austenitic Stainless Steel Sheet and Strip for Utensils Specifications.																				
2.	Chemical composition: Grade N1 <table> <tr> <th>Element</th><th>Composition %</th></tr> <tr> <td>Chromium, Cr</td><td>14.5 -16.0</td></tr> <tr> <td>Manganese, Mn</td><td>8.5 - 10.5</td></tr> <tr> <td>Nickel, Ni</td><td>1 - 2</td></tr> <tr> <td>Silicon, Si</td><td>0.75 Max</td></tr> <tr> <td>Nitrogen, N</td><td>0.08 - 0.2</td></tr> <tr> <td>Carbon, C</td><td>0.12 Max</td></tr> <tr> <td>Phosphorus, P</td><td>0.08 Max</td></tr> <tr> <td>Sulphur, S</td><td>0.03 Max</td></tr> <tr> <td>Copper Cu</td><td>1.5 - 2.5</td></tr> </table>	Element	Composition %	Chromium, Cr	14.5 -16.0	Manganese, Mn	8.5 - 10.5	Nickel, Ni	1 - 2	Silicon, Si	0.75 Max	Nitrogen, N	0.08 - 0.2	Carbon, C	0.12 Max	Phosphorus, P	0.08 Max	Sulphur, S	0.03 Max	Copper Cu	1.5 - 2.5
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Carbon, C	0.12 Max																				
Phosphorus, P	0.08 Max																				
Sulphur, S	0.03 Max																				
Copper Cu	1.5 - 2.5																				
3.	Annealing Condition: All Household Item Kits (Utensils) shall be supplied in solution annealed condition with following particulars: <table> <tr> <th>Particular</th><th>Details</th></tr> <tr> <td>Thickness</td><td>0.20 To 4.00 mm</td></tr> <tr> <td>Form</td><td>Sheet/Strip</td></tr> <tr> <td>Edge Condition</td><td>As Per Drawing</td></tr> </table>	Particular	Details	Thickness	0.20 To 4.00 mm	Form	Sheet/Strip	Edge Condition	As Per Drawing												
Particular	Details																				
Thickness	0.20 To 4.00 mm																				
Form	Sheet/Strip																				
Edge Condition	As Per Drawing																				
4.	Physical Conditions: All Household Item Kits (Utensils) shall be free from harmful defects such as scale, rust, blisters, laminations, cracked edge and seams, pipes and segregation. All Household Item Kits (Utensils) shall comply with declared minimum weight. During manufacture, it shall be ensured that all products shall be similar in appearance, shape, size, capacity, weight and finish.																				



5.7.2 Stainless Steel Big Plate (Lunch Plate)

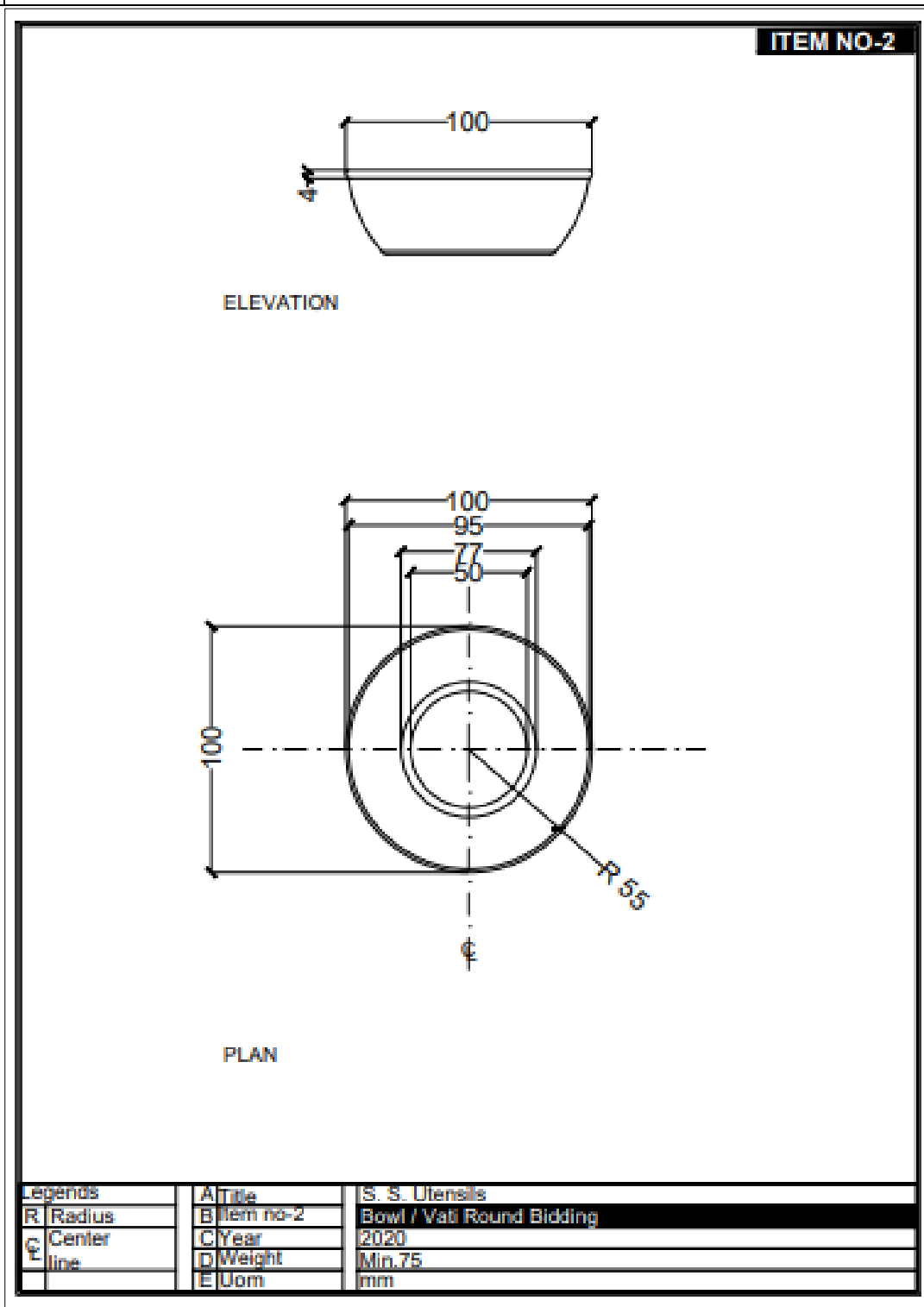
Sr.	Details
1.	Size / Number: 13
2.	Minimum Weight: 425 Grams





5.7.3 Stainless Steel Bowl/Vati Round Bidding

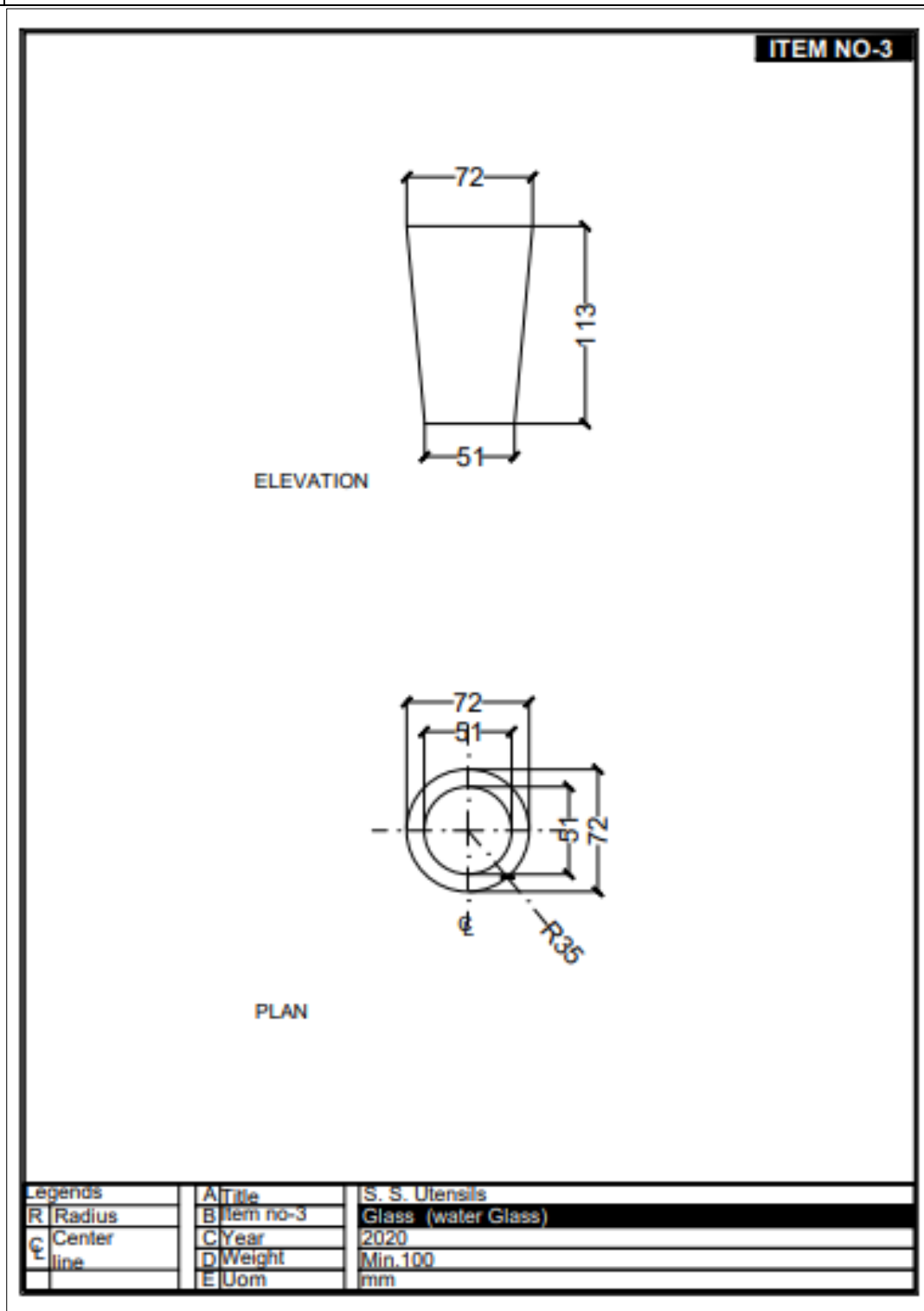
Sr.	Details
1.	Size / Number: 5.5
2.	Minimum Weight: 75 Grams





5.7.4 Stainless Steel Glass (Water Glass)

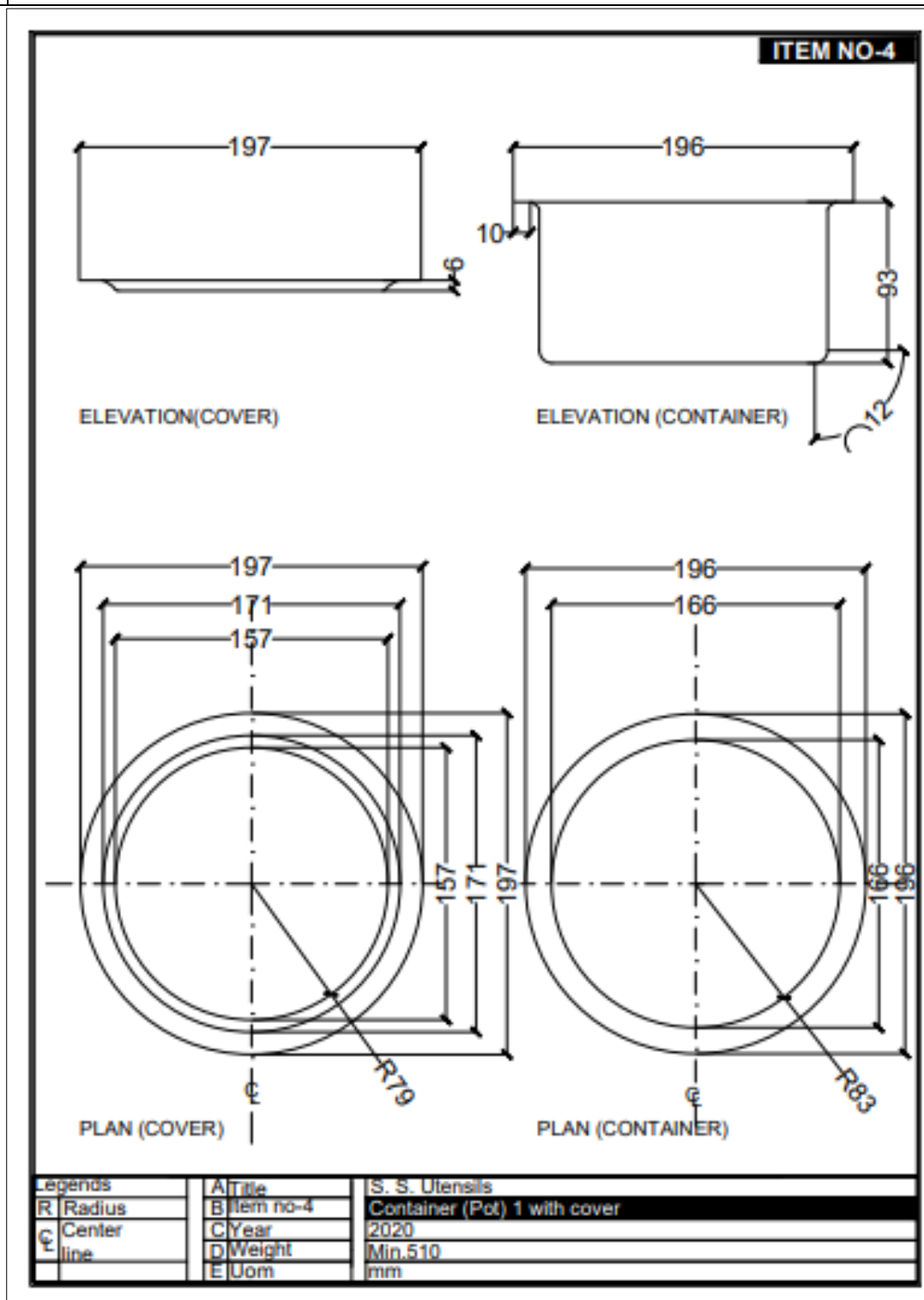
Sr.	Details
1.	Size / Number: 7
2.	Minimum Weight: 100 Grams





5.7.5 Stainless Steel Container (Pot) 1 with Cover

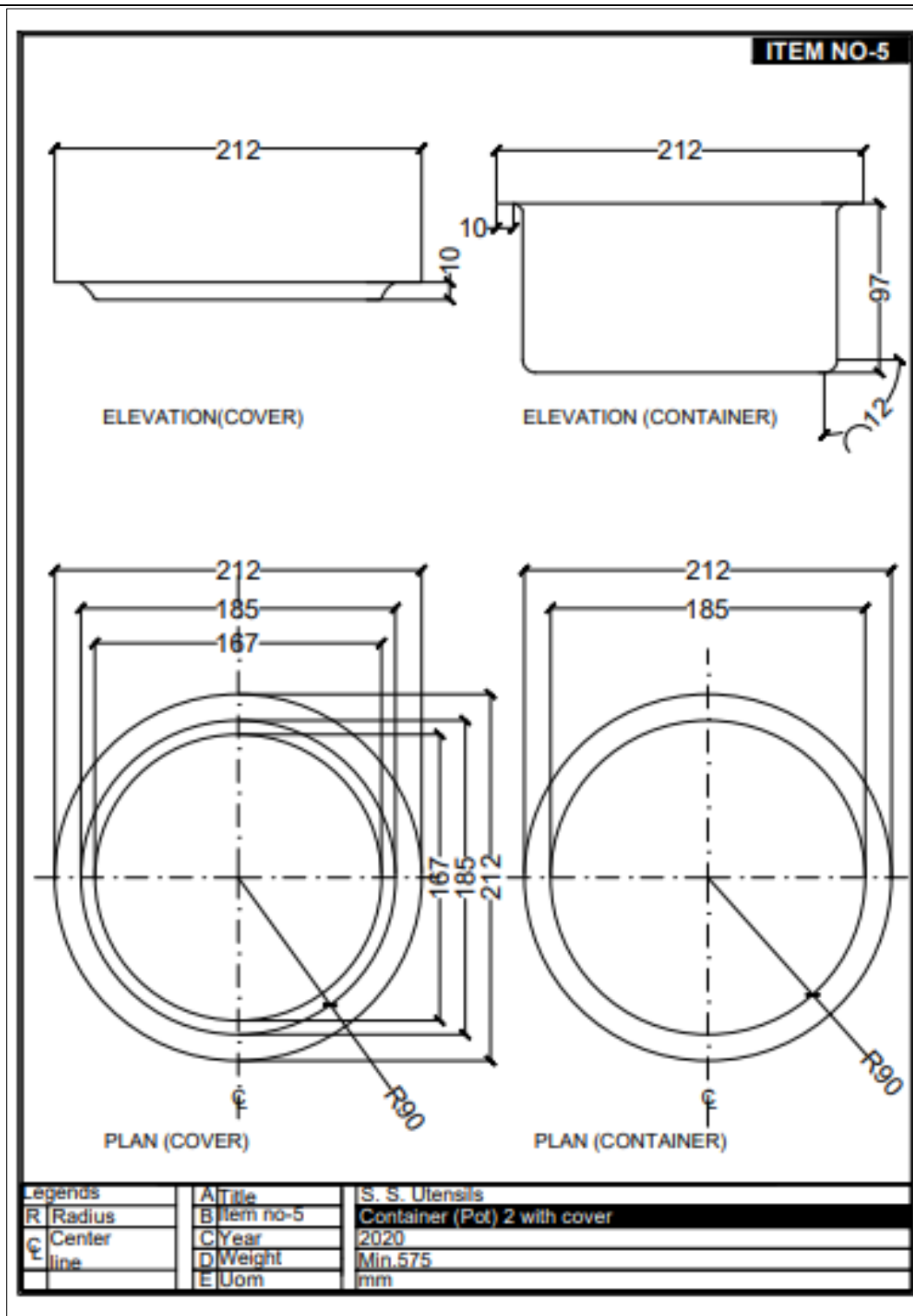
Sr.	Details
1.	Size / Number: 12
2.	Minimum Weight: 510 Grams





5.7.6 Stainless Steel Container (Pot) 2 with Cover

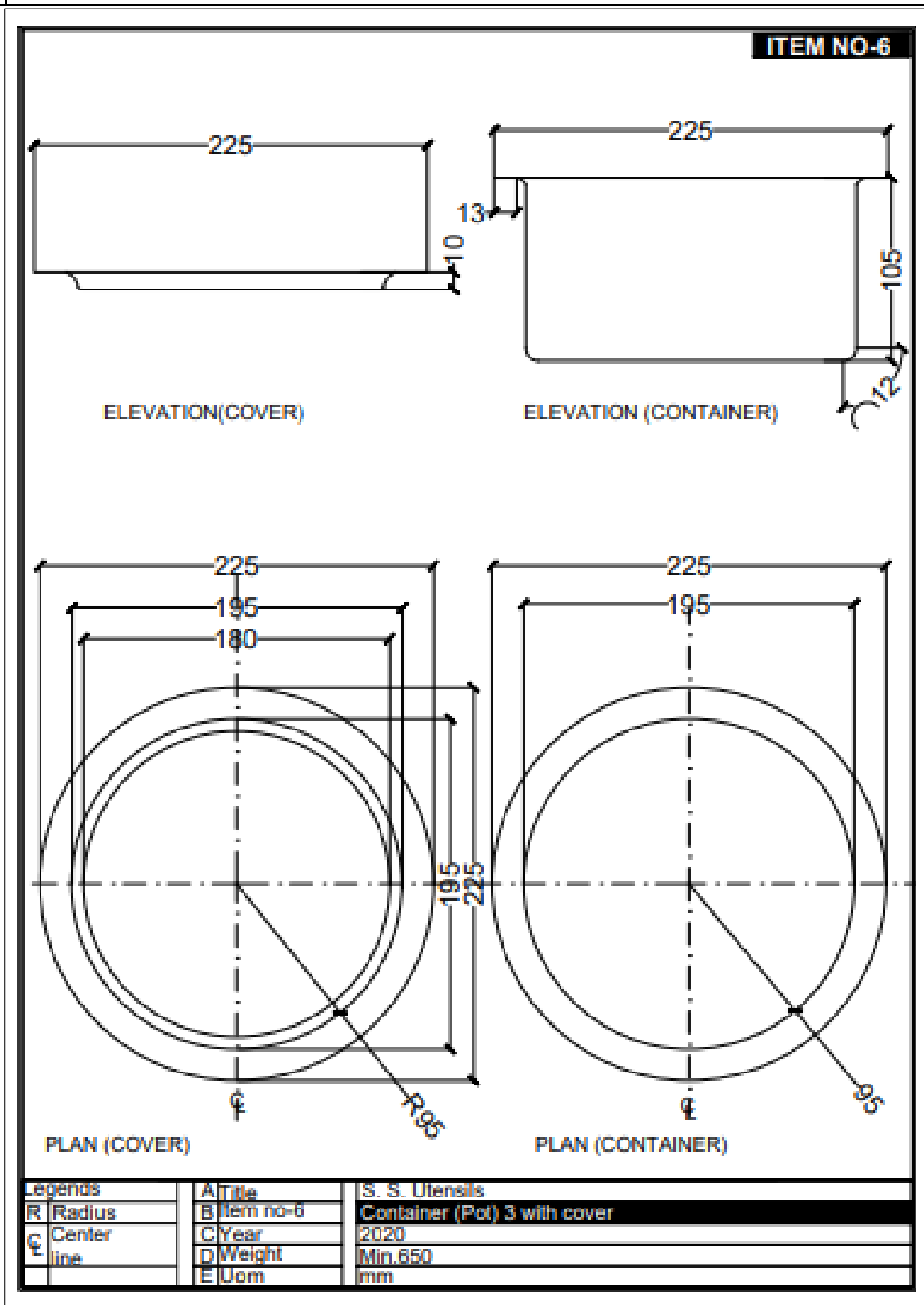
Sr.	Details
1.	Size / Number: 13
2.	Minimum Weight: 575 Grams





5.7.7 Stainless Steel Container (Pot) 3 with Cover

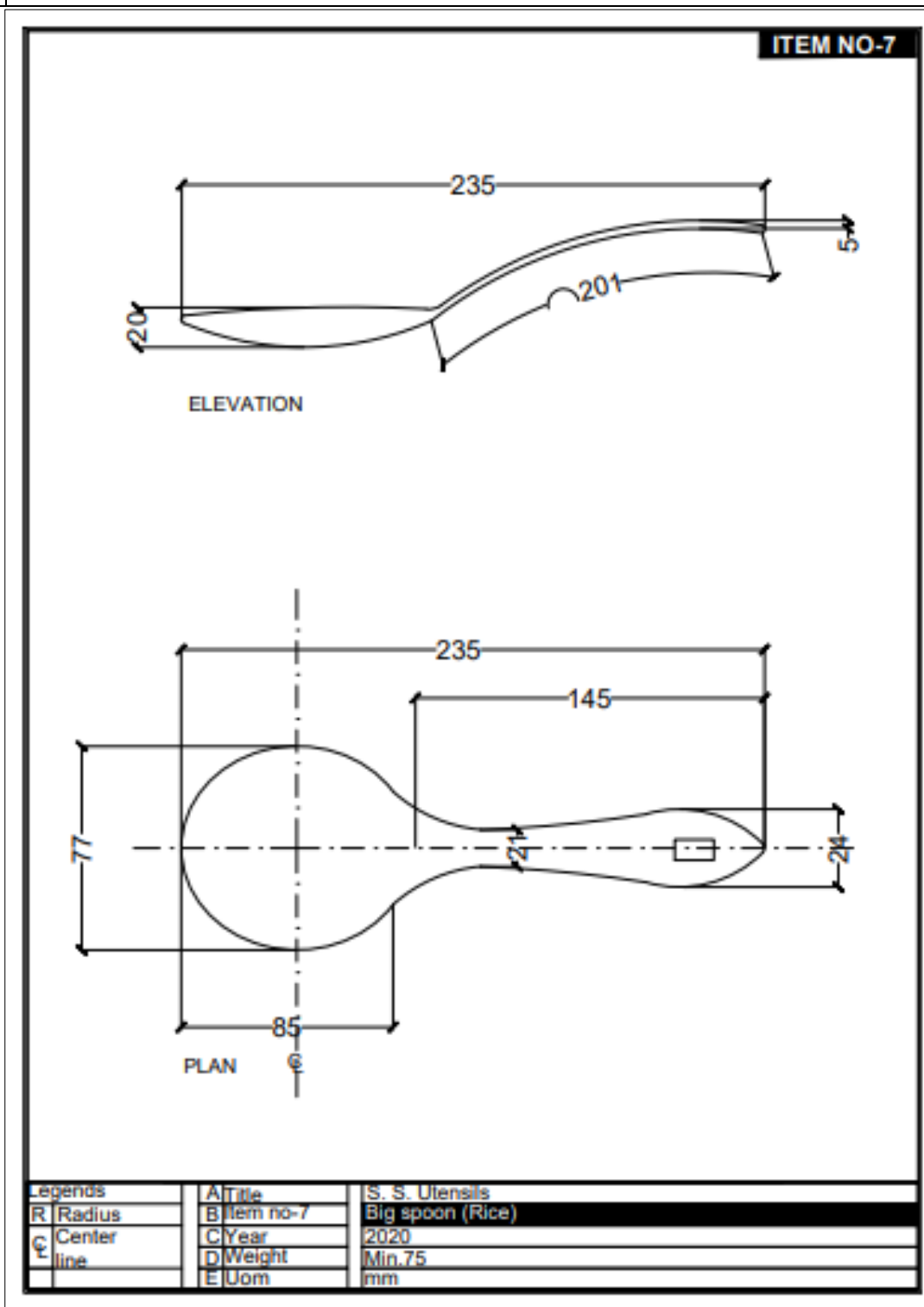
Sr.	Details
1.	Size / Number: 14
2.	Minimum Weight: 650 Grams





5.7.8 Stainless Steel Big Spoon (Rice)

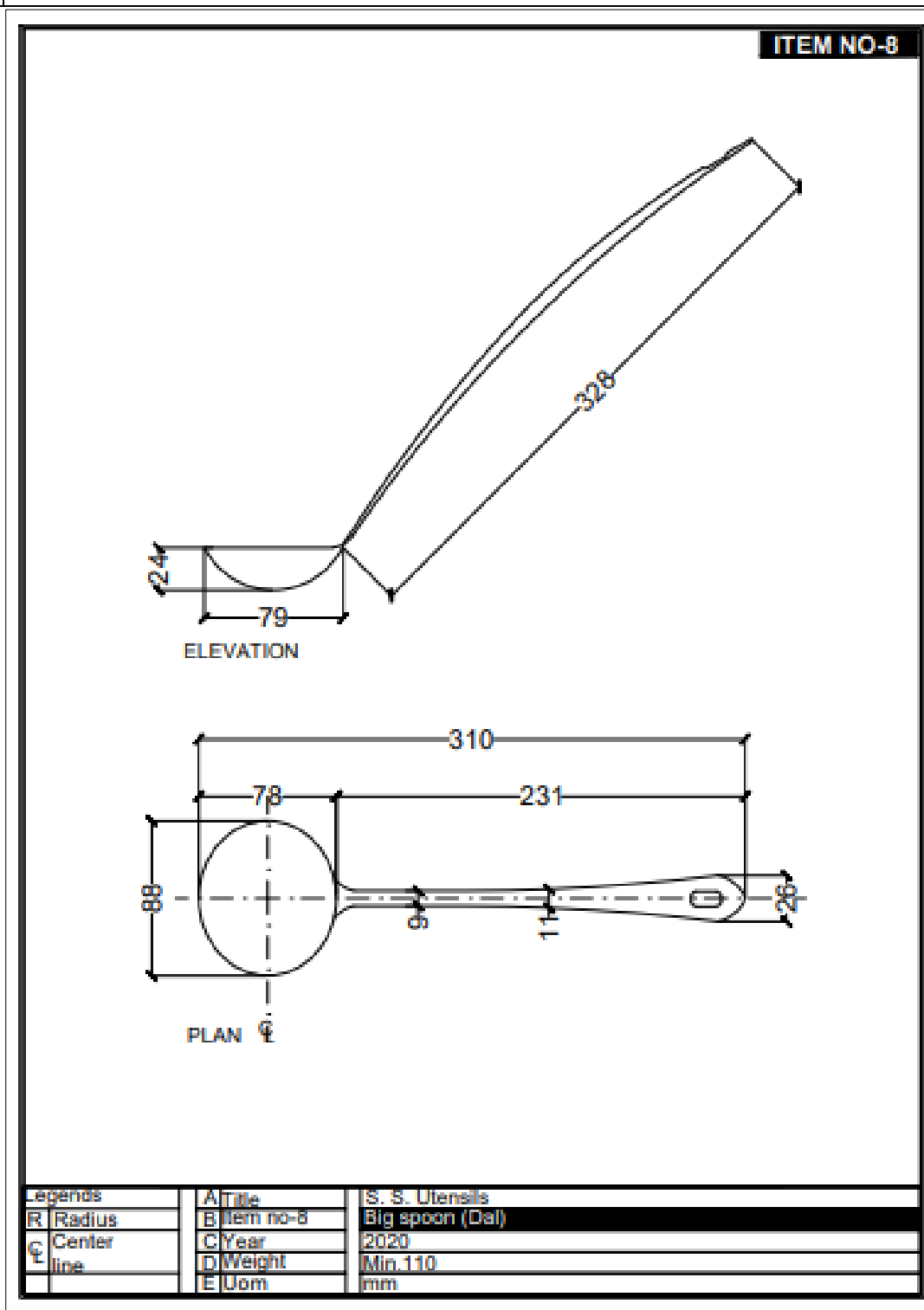
Sr.	Details
1.	Minimum Weight: 75 Grams





5.7.9 Stainless Steel Big Spoon (Dal)

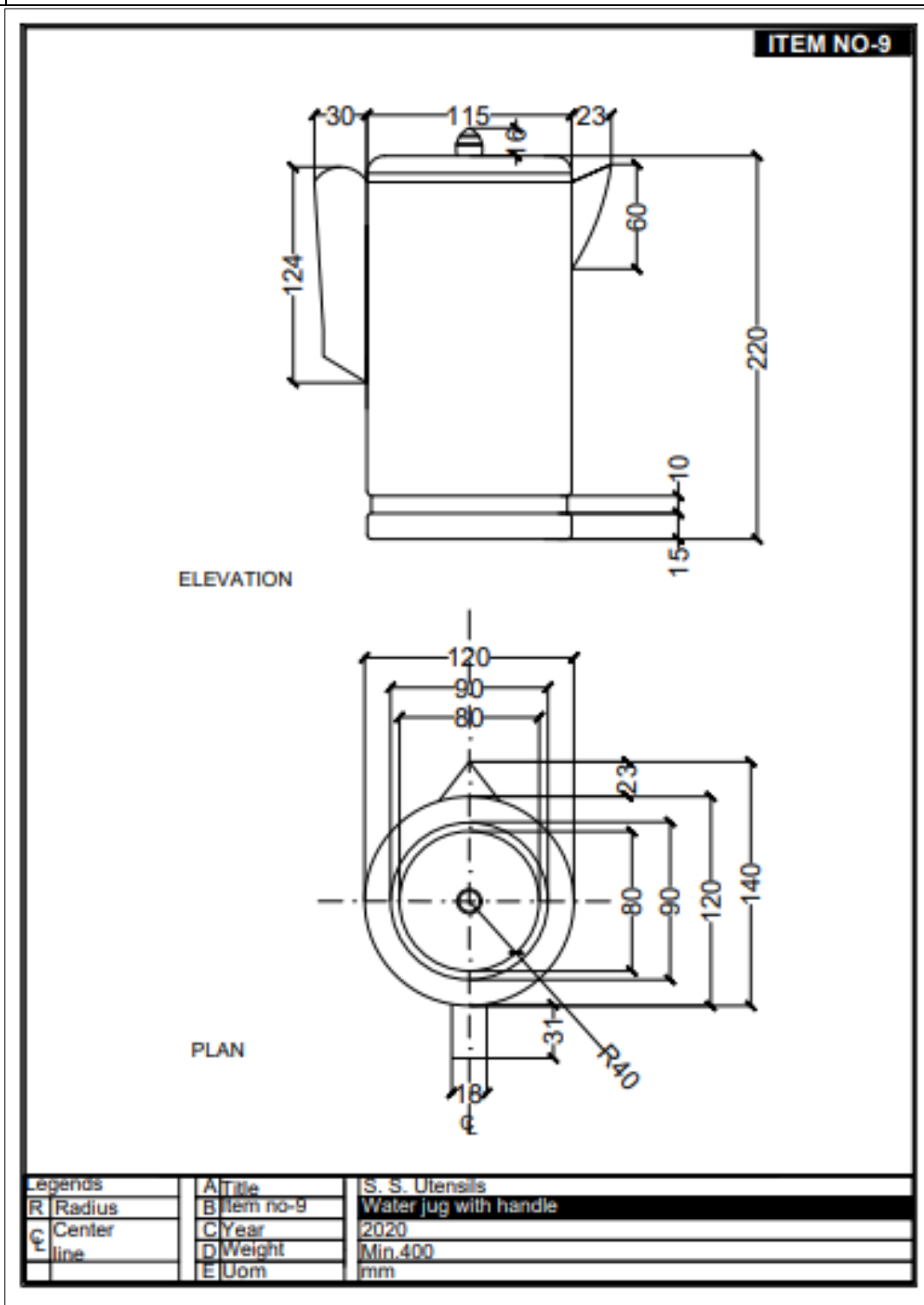
Sr.	Details
1.	Minimum Weight: 110 Grams





5.7.10 Stainless Steel Water Jug with Handle

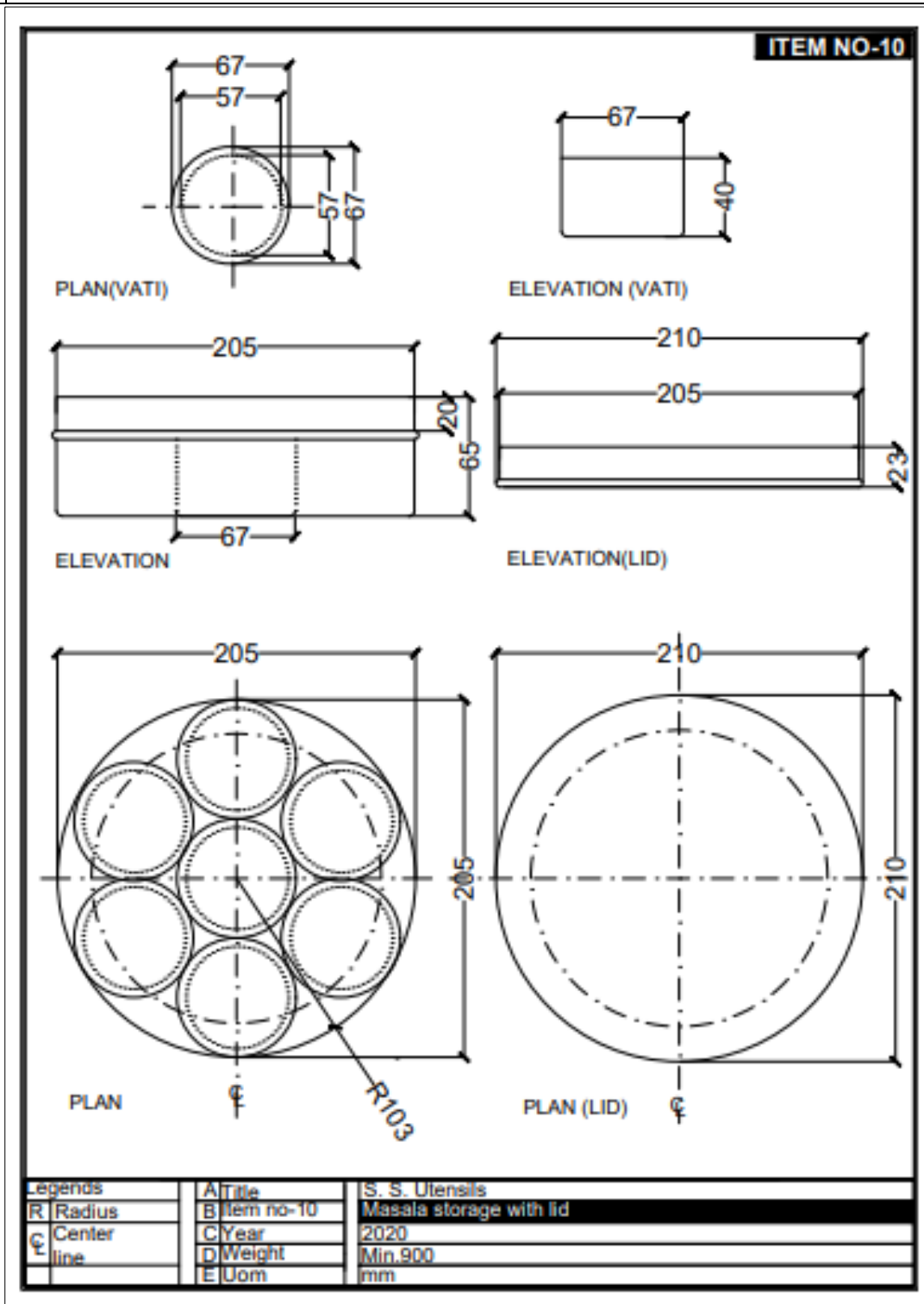
Sr.	Details
1.	Size / Number: 2 Liters
2.	Minimum Weight: 400 Grams

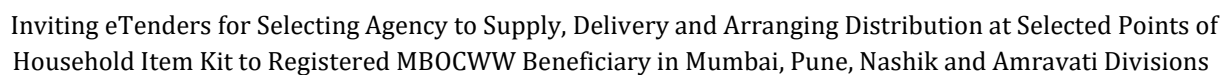




5.7.11 Stainless Steel Masala Storage with Fitting Lid (07 Compartment)

Sr.	Details
1.	Size / Number: 12
2.	Minimum Weight: 900 Grams





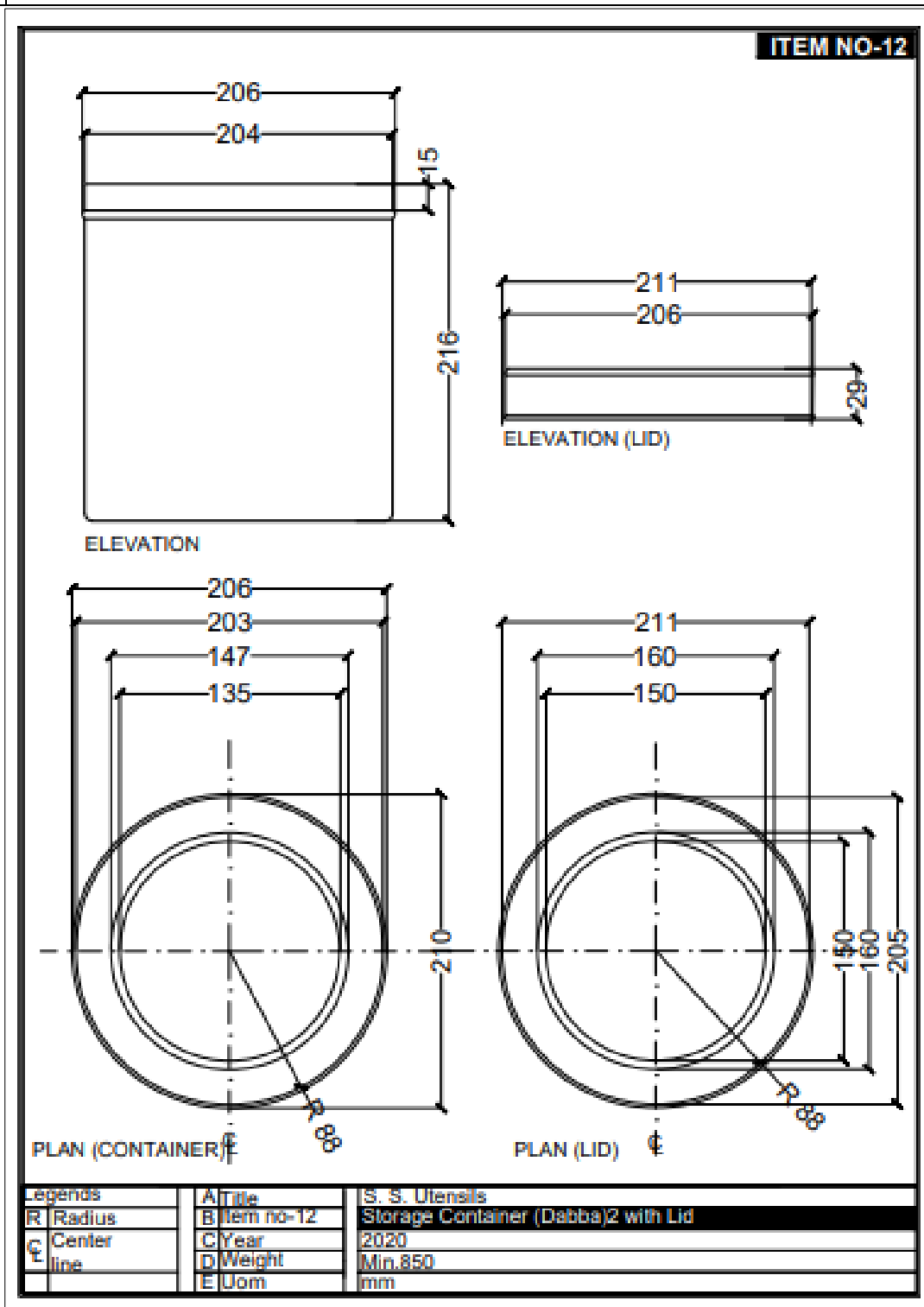
Sr.	Details
1.	Size / Number: 16
2.	Minimum Weight: 630 Grams





5.7.13 Stainless Steel Storage Container (Dabba) 2 with Lid

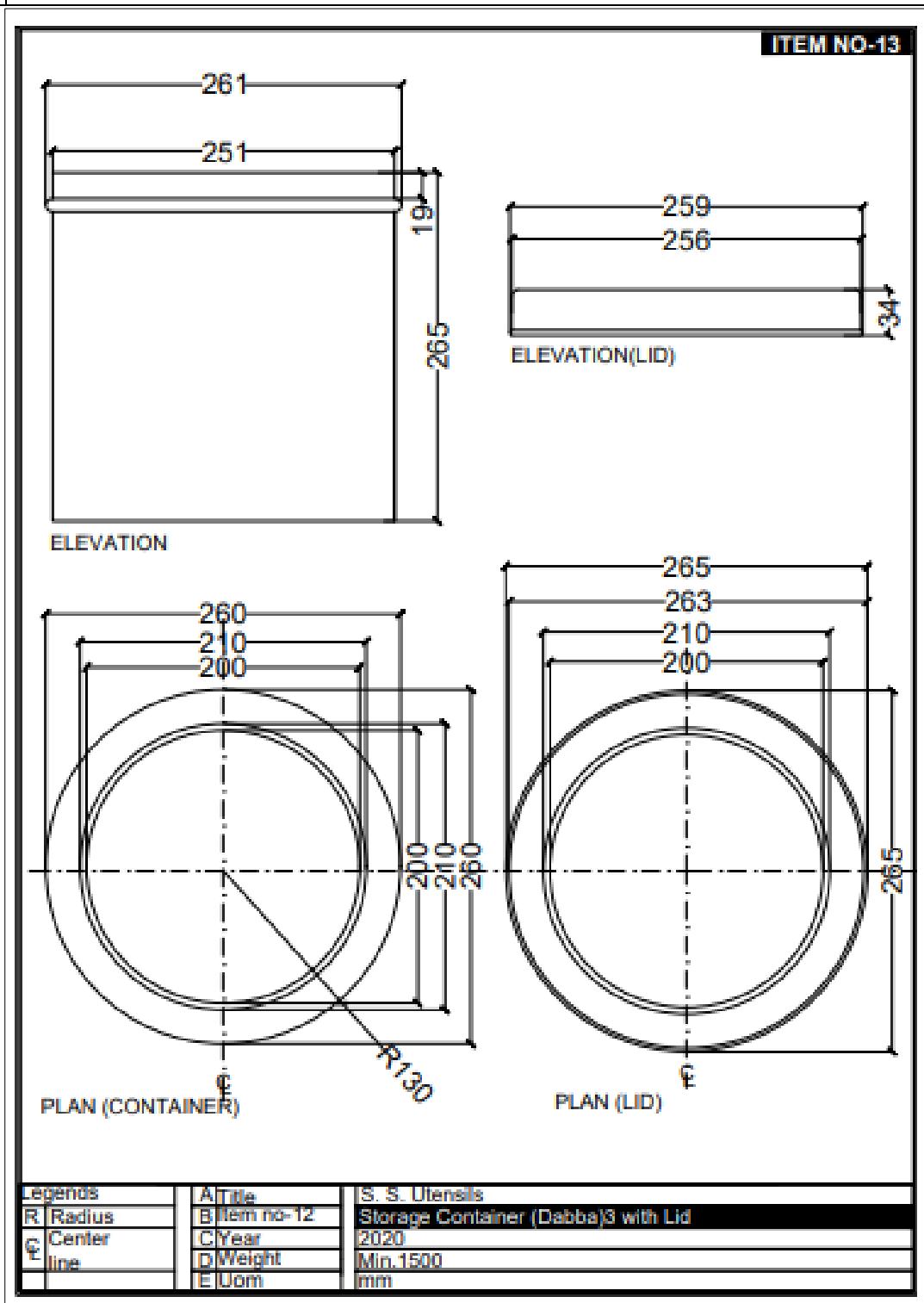
Sr.	Details
1.	Size / Number: 18
2.	Minimum Weight: 850 Grams





5.7.14 Stainless Steel Storage Container (Dabba) 3 with Lid

Sr.	Details
1.	Size / Number: 22
2.	Minimum Weight: 1500 Grams



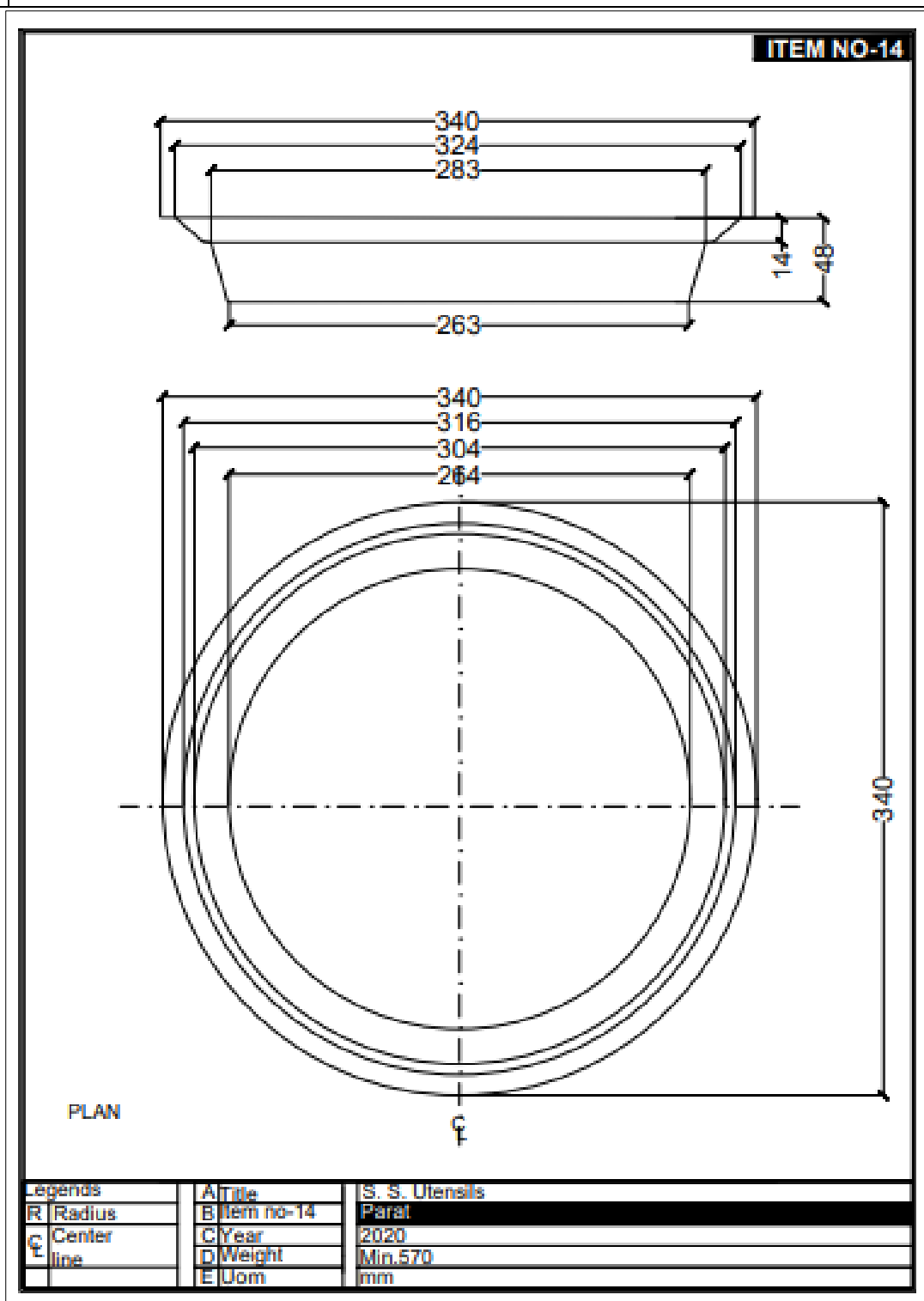
5.7.15 Stainless Steel Parat

Sr.	Details
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Inviting eTenders for Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

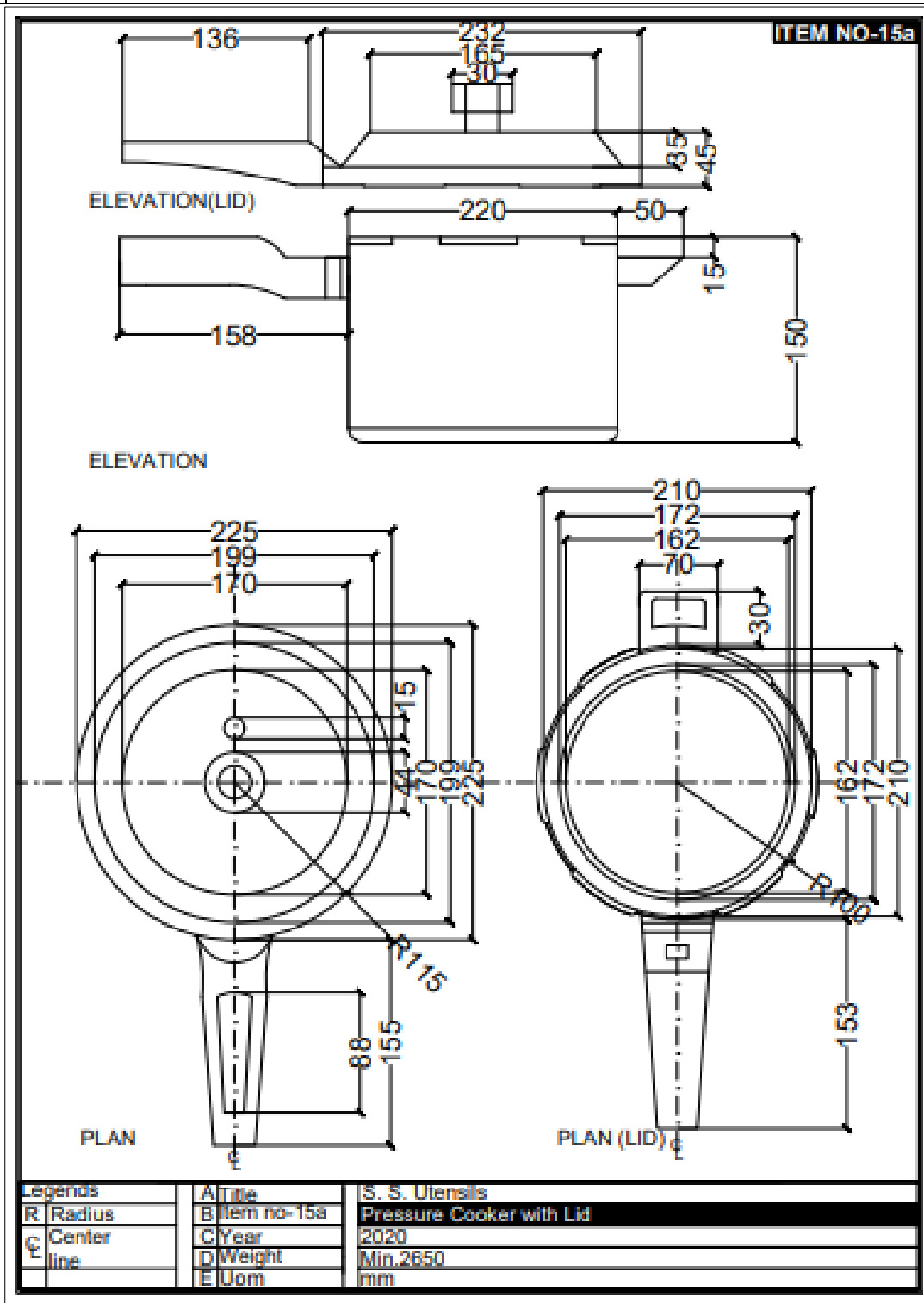
Sr.	Details
1.	Size / Number: 15
2.	Minimum Weight: 570 Grams

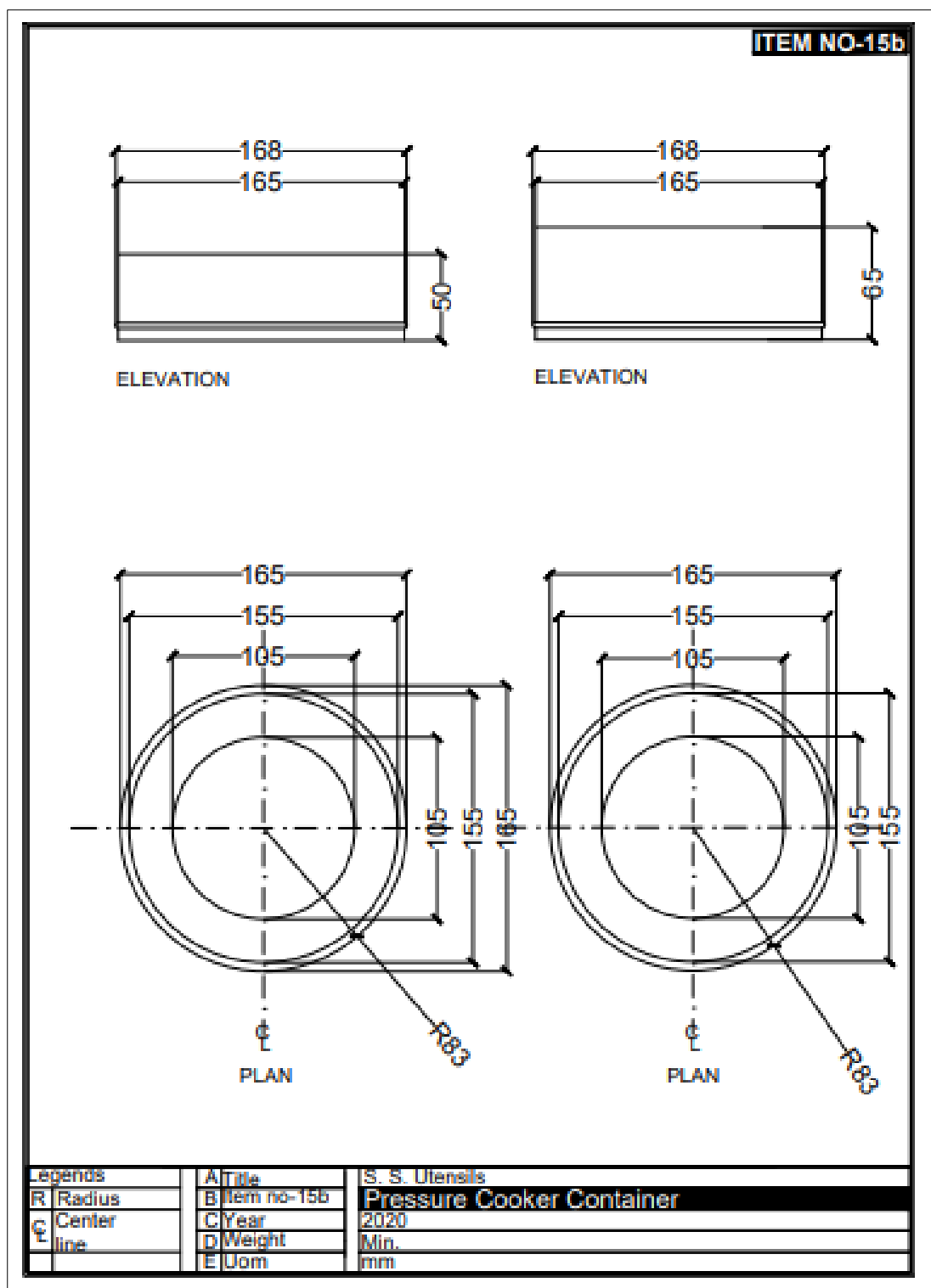




5.7.16 Stainless Steel Pressure Cooker with 2 Containers

Sr.	Details
1.	Size / Number: 5 Liters
2.	Minimum Weight: 2650 Grams





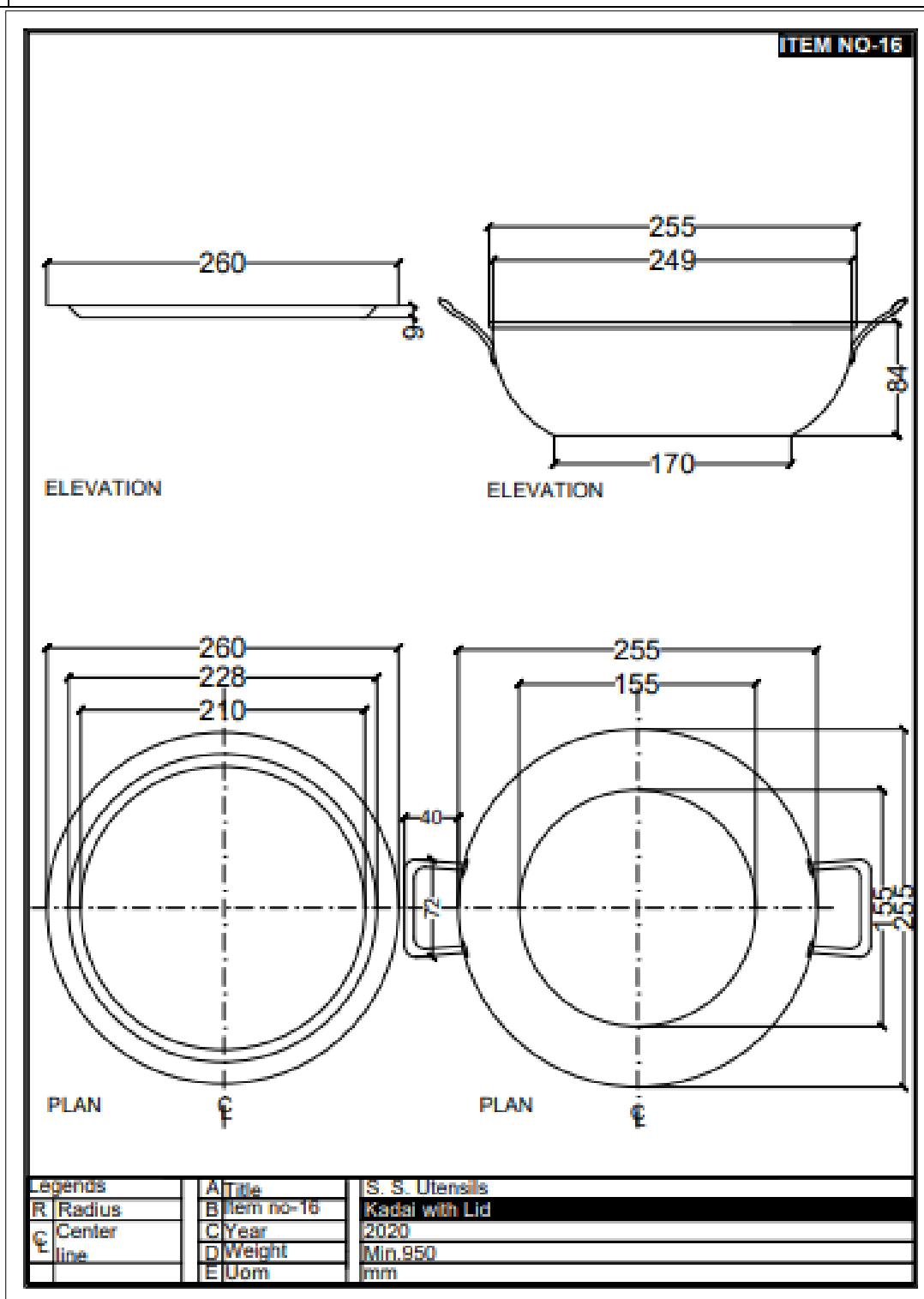
5.7.17 Stainless Steel Kadai with Lid

Sr.	Details
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Inviting eTenders for Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

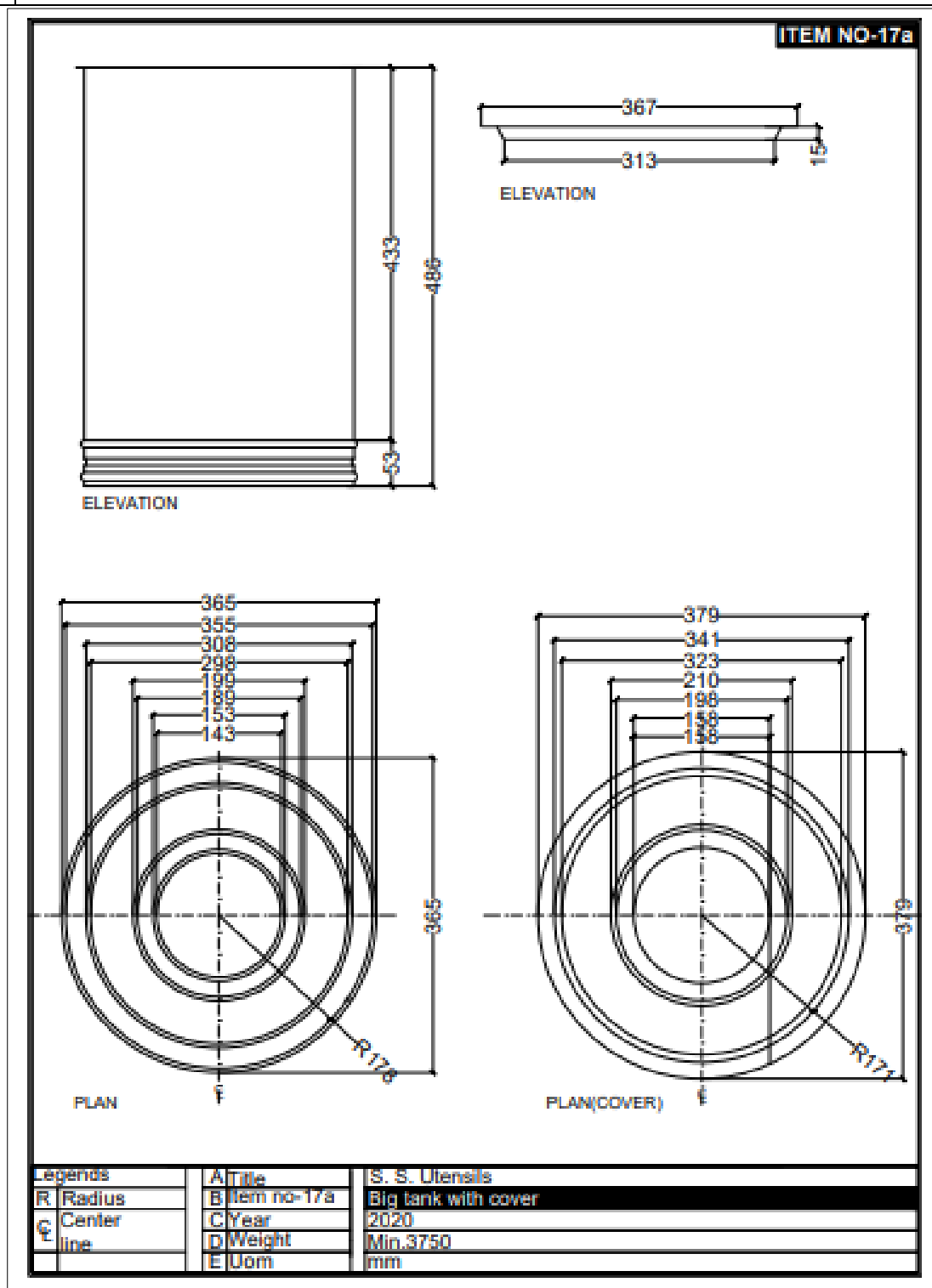
Sr.	Details
1.	Size / Number: 14
2.	Minimum Weight: 950 Grams

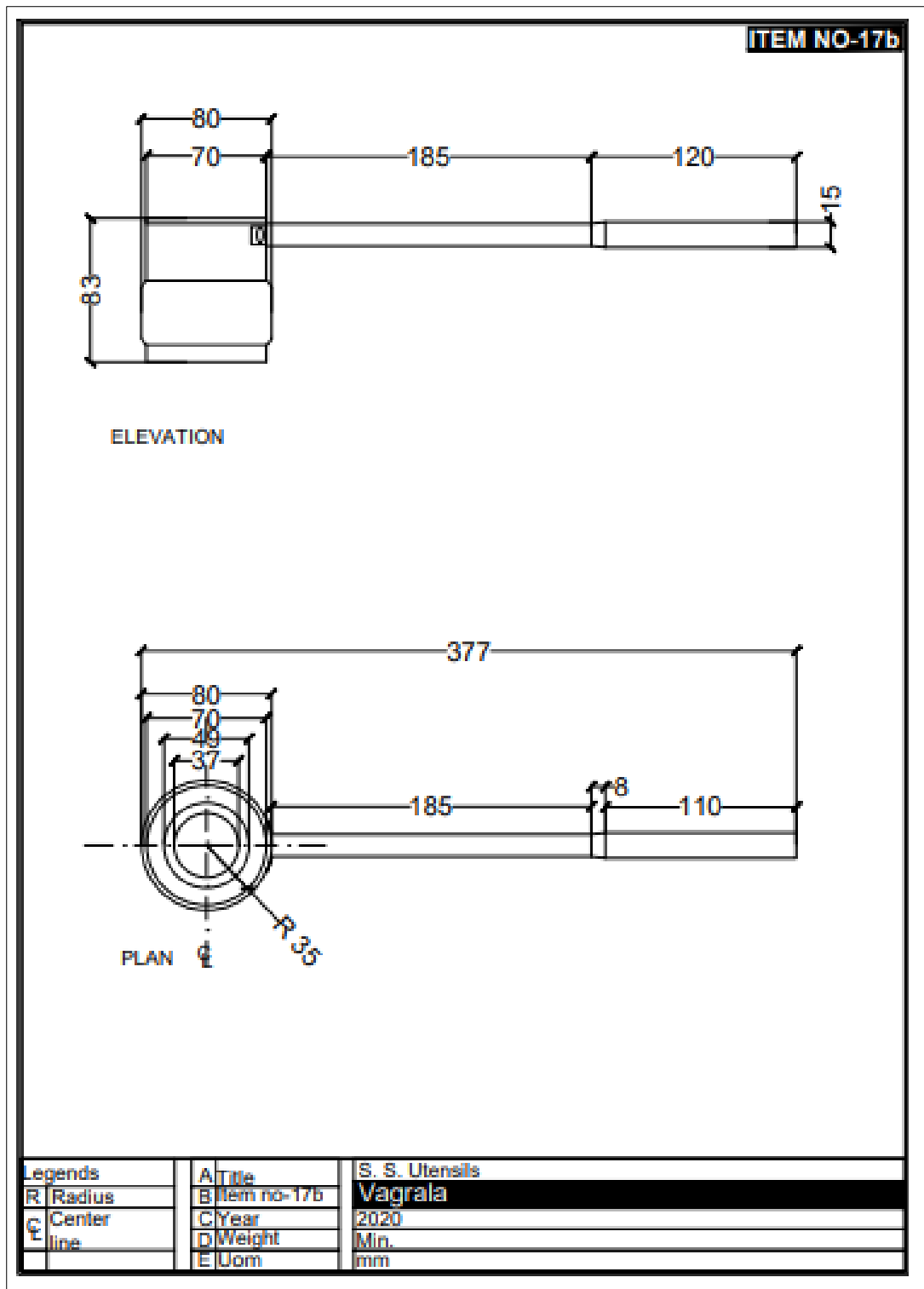




5.7.18 Stainless Steel Big Tank with Cover and Vagrals

Sr.	Details
1.	Size / Number: 20
2.	Minimum Weight: 3750 Grams







5.8 Inspection and Testing

1. All the items mentioned under Successful Agency's scope of supply shall be shop tested according to the relevant standards. All the certificates shall be accompanied with the materials being dispatched to respective sites.
2. Successful Agency shall arrange all facilities required during inspection and testing at his cost.

5.9 Project Deliverables / Milestones

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

5.10 Time Schedule for Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit

Milestone	Period
Commencement of Supply of Household item kit at the locations across Mumbai, Pune, Nashik and Amravati Divisions as per the directions of MBOCWW board.	Within 90 days from signing of contract.
Delivery and Distribution of the Household item kit to the registered BOCW Beneficiary across Mumbai, Pune, Nashik and Amravati Divisions as per the directions of MBOCWW board.	Within 700 days from signing of contract.
Submission of Delivery Receipts duly signed by BOCW Beneficiary for receipt of Household item kit and authenticated by Nodal officers authorized by MBOCWW board.	Within 30 days from the date of distribution of Household item kit.



5.11 Payment Terms and Invoicing

1. Successful Agency shall be eligible to receive payment in accordance with the Terms of Payments.
2. The Successful Agency shall submit monthly invoices to the MBOCWW board along with the Delivery Receipts duly signed by registered BOCW Beneficiary for receipt of Household kit and authenticated by Nodal officers authorized by MBOCWW Board for release of payments along with the Payment Recommendation Certificate approved by concerned Additional Commissioner (Labour) / Deputy Commissioner (Labour).
3. The payment certificate format shall be as per the approval of MBOCWW board.
4. The payment shall be done as per actual basis, on number of Household item kit distributed by the Successful Agency.
5. MBOCWW board shall be entitled to withhold payment of any invoice or part of it delivered by the Successful Agency where the board disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure as set out in the eTender. Any exercise by the Board under this section shall not entitle the agency to delay or withhold the supply, delivery and arranging distribution of the Household item kit.
6. All payments agreed to be made by MBOCWW board to the Successful Agency in accordance with the bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The Successful Agency shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this Contract.

5.12 Service Level Agreement

1. 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 agency to the Purchaser for the duration of this contract. SLA defines the responsibility of the successful agency 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 agency shall provide services as defined in the scope of work in accordance with the conditions mentioned in this eTender to ensure adherence to project terms and error free availability of the services. The Service level agreement would be valid for the complete period of contract. This SLA



may be reviewed and revised according the procedure detailed in SLA Change Control Mechanism.

5.12.1 Implementation SLAs

1. This SLA shall commence on the date of signing of Agreement and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by MBOCWW board and Successful Agency, continue for the contract period.
2. The SLA is not a fixed document to be produced once and used forever. Instead, it must be re-evaluated and updated as the work environment changes. This document may be reviewed and revised by mutual Agreement between MBOCWW Board and Successful agency. Changes to the SLA may be required at other times to include new systems, change in operating hours, etc.
3. Any and all changes to the SLA will be initiated in writing between MBOCWW Board and the Successful agency. The Service levels here are considered to be standard and will be modified when both MBOCWW Board and vendor agree to an appended set of terms and conditions.
4. Following tables outlines the key service level requirements for the system, which needs be ensured by the Bidder during contract period. These requirements shall be strictly imposed and either MBOCWW Board or a third party audit/certification agency shall be responsible for certifying the performance of the Bidder against the target performance metrics as outlined in the tables below.
 - i. Parameters: The SLA parameters for the implementation stage would be directly related to the delivery timelines of the deliverables as mentioned in the Section 5.10.
 - ii. Period: These SLAs would be applicable until the concerned Board(s) Sign-Offs. The deliverables would be measured at every payment milestone as mentioned in the matrix.

5.12.2 Service Level Agreement (SLAs)

#	Services	Parameter	Penalty
1	Delivery and distribution of the Household Item Kit to the registered BOCW Beneficiary across Mumbai, Pune, Nashik and Amravati Divisions as	Adherence to timelines as defined in the project timelines in this eTender.	A sum equivalent to half percent of the price of the undelivered household items at the stipulated rate for each week or part thereof during which the delivery of such



#	Services	Parameter	Penalty
	per the directions of MBOCWW Board.		stores may be delayed.
2	Supply of defective Household Item Kit (Regarding defective item, decision of Additional Commissioner Labour / Deputy Commissioner of respective region shall be final)	Adherence to specifications of the eTender.	A sum equivalent to five percent of the price of the Household Item Kit.
3	Defective items to be informed by registered BOCW beneficiary within 15 days from date of distribution of respective household item. In such case, Replacement of defective items to be done within 15 days.	Adherence to specifications of the eTender.	Rs. 1,000 per additional day of delay. If the delay exceeds more than 30 days, MBOCWW may decide to invoke breach clause.

5.12.3 Penalties

1. The Penalty shall be calculated on a monthly basis will be deducted from monthly bill.
2. All above mentioned penalties are exclusive to each other.
3. All payments shall be released after deduction of applicable penalties.

5.12.4 Breach of SLA

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



- ii. Successful Agency should reply to the notice within three working days.
- iii. If the MBOCWW Board is not satisfied with the reply, MBOCWW Board will initiate termination process.

5.12.5 Monitoring and Auditing

MBOCWW board will review the performance of Successful 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 agency as soon as possible.

5.12.6 Reporting Mechanism

The Successful 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.

5.12.7 SLA Change Process

It is acknowledged that this SLA may change as MBOCWW board business needs evolve over the course of the contract period. Successful Agency and MBOCWW board 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 board. Any changes to the levels of service provided during the term of this agreement will be requested, documented and negotiated in good faith by Successful Agency and MBOCWW board. Successful Agency or MBOCWW board can request a change. Changes will be documented as an addendum to this document and consequently the contract.

5.12.8 Management Escalation Procedures

1. The purpose of this escalation process is to provide a quick and orderly method of notifying Successful Agency and MBOCWW board that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure ensures that MBOCWW Board and Successful Agency 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.



2. 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.
3. 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 Board will make decisions based on the options/ risks presented.



Section - V

GENERAL

CONDITIONS OF

CONTRACT



6. Terms and Conditions

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

6.1 Interpretation

In this Contract unless a contrary intention is evident:

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

6.2 Key Performance Measurements

1. Unless specified by the Purchaser to the contrary, the Successful Agency shall carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work and its Specifications.
2. 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.



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

6.3 Commencement & Progress

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

1. The Successful Agency shall proceed to carry out the activities with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
2. The Successful Agency shall be responsible for and shall ensure that all activities are performed in accordance with the Contract, Scope of Work and that the Successful Agency's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
3. The Successful Agency shall perform the activities and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. The Successful 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 Successful Agency's Obligation

6.4.1 Scope of Work

1. The Successful Agency's obligations shall include all the activities as specified by the Purchaser in the Scope of Work and other sections of the eTender and Contract and changes thereof to enable Purchaser to meet the objectives and operational requirements. It will be the Successful Agency's responsibility to ensure the supply, delivery and arranging distribution at Selected Points of Household Item Kit for MBOCWW Board in accordance with and in strict adherence to the terms of his Bid, the eTender and this Contract.
2. The Successful Agency shall fulfil any other obligations as mentioned in the eTender document.



6.4.2 Confidentiality

1. The Successful Agency will have to maintain strict Privacy and confidentiality of all the data it/its staff gets access to. Adequate provisions to be made not to allow unrestricted access to the data to people in the organization who have not got necessary permissions. Successful Agency cannot sell or part with any data in any form. If such case may occur then, penalty of Rs. 1 Crore for each instance of breach and / or termination of the contract shall be imposed along with prosecution. The amount of the penalty will be decided by the Purchaser based upon severity of the default.
2. The Successful Agency recognizes that during the term of contract and the SLA, sensitive data will be procured and made available to it and others working for or under the Successful Agency. Disclosure or usage of the data by any such recipient may constitute a breach of applicable laws causing harm to the Purchaser and the MBOCWW Board. The function of MBOCWW Board requires the Successful Agency to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this will result in the Purchaser and the MBOCWW Board receiving a right to seek injunctive relief and damages without any limit, from the Successful Agency and/or also seek termination.
3. The Successful Agency agrees as to any Confidential Information disclosed by Purchaser or the SLA (the “Discloser”) to this Agreement:
4. To take such steps necessary to protect Purchaser confidential information from unauthorized use, reproduction and disclosure as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care; and to use such Confidential Information only for the purposes of this Agreement or the SLA or as otherwise expressly permitted or expressly required by this Agreement or the SLA or as otherwise permitted by Purchaser in writing; and
5. Not without purchaser prior written consent to copy the confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement or the SLA or as required in connection with Successful Agency’s use as permitted by Purchaser.
6. Not without purchaser’s prior written consent to disclose, transfer, publish or communicate the confidential information in any manner to any person except as permitted in this contract or SLA.



6.4.3 Ethics

Successful 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 MBOCWW 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.

6.4.4 Corrupt or Fraudulent Practices

The Purchaser requires that bidder(s) under this eTender, observe the highest standards of ethics during the execution of such contract. In pursuance to this policy, the Purchaser defines for the purposes of this provision, the terms set forth as follows:

1. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence of public officials in contract execution; and
2. “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);
3. 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;
4. 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.
5. The past performance of the bidder will be crosschecked if necessary. If the facts are proven to be dubious the bidders will be ineligible for further processing.

6.5 Purchaser’s Obligations

1. Purchaser’s 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 Successful Agency.
2. Purchaser shall ensure that timely approval is provided to the Successful Agency as and when required, which may include approval of project plans, implementation methodology, or any other document necessary in fulfilment of this contract.



3. The Purchaser's Representative shall interact with the Successful Agency, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.
4. Purchaser may provide on Successful Agency's request, particulars/information/ or documentation that may be required by the bidder for providing services covered under this contract.

6.6 Events of Default by the Successful Agency

1. The failure on the part of the Successful 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 Successful Agency.
2. Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Successful Agency, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Thirty (30) days to enable such defaulting party to remedy the default committed.
3. Where despite the issuance of a default notice to the Successful Agency by the Purchaser the Successful Agency fails to remedy the default to the satisfaction of the Purchaser, the Purchaser may, where it deems fit, issue to the Successful Agency 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:

1. 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 Successful Agency shall be obliged to comply with which may include re-determination of the consideration payable to the Successful Agency as agreed mutually by Purchaser and Successful Agency or through a third party acceptable to both Successful Agency and Purchaser. The Successful Agency shall in addition take all available steps to minimize loss resulting from such event of default.
2. Suspend all payments to the Successful Agency under the Contract by a written notice of suspension to the Successful Agency, provided that such notice of suspension:



- i. Shall specify the nature of the failure; and
- ii. Shall request the Successful Agency to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Successful Agency.

6.8 Terminate the Contract in Full or Part

1. Retain such amount from the payment due and payable by the Purchaser to the Successful Agency as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Successful 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 Successful Agency and Successful 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.
2. 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 Successful 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 Successful 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 Successful Agency. 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:

1. If there is Breach which translates into default in providing Services by the Successful 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.
2. Because time is the essence of the contract, in case, for reasons prima facie attributable to the Successful Agency, there is a delay of more than 4 weeks by the Successful Agency, the Purchaser may terminate this Agreement after affording a reasonable opportunity to the Successful Agency to explain the circumstances



leading to such a delay. Further, the Purchaser may also invoke the Performance Guarantee of the Successful Agency. Pursuant to the termination, Successful Agency shall transfer all the project related assets to Purchaser.

3. Where a change of control of the Successful Agency has occurred whereby the Successful Agency has merged, amalgamated or been taken over, due to which the majority shareholding of the Successful 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

6.10.1 Third Party Claims

1. Successful 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/willful misconduct, arising in favor 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.
2. The indemnities shall be subject to the following conditions:
 - i. 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;
 - ii. 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;
 - iii. 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;



- iv. 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;
3. The indemnities shall be subject to the following conditions:
 - i. 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;
 - ii. Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
4. 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;
5. 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
6. 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 Successful Agency 's aggregate liability for damages shall not apply to

1. Neither this Agreement nor the services delivered by Successful 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 Successful Agency and MBOCWW Board to this Agreement, as the case may be.
2. The liability of Successful Agency (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.



3. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, the Purchaser shall not be liable to Successful Agency for any indirect or consequential damages.
4. 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.
5. The Purchaser shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.

6.11 Termination

6.11.1 Conditions for Termination

1. The Purchaser may, terminate this Contract in whole or in part by giving the Successful Agency a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
2. Where the Purchaser is of the opinion that there has been such event of default on the part of the Successful Agency / Successful Agency's team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Successful Agency to respect any of its commitments with regard to any part of its obligations under its Bid, the eTender or under this Contract.
3. Where it comes to the Purchaser's attention that the Successful Agency (or the Successful Agency's team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Successful Agency's bid, the eTender or this Contract.
4. Where it comes to the Purchaser's attention that the Successful Agency (or the Successful Agency's team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Successful Agency's bid, the eTender or this Contract.
5. Where the Successful Agency's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Successful Agency, any failure by the Successful Agency to pay any of its dues to its creditors, the institution of any winding up proceedings against the Successful Agency or the happening of any such events that are adverse to the commercial viability of the Successful Agency . In the event of the happening of any events of the above nature, the Purchaser shall



reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.

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

6.11.2 Consequences of Termination

1. In the event of termination of this Contract, [whether consequent to the stipulated Term of the Contract or otherwise the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Successful Agency shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/or the successor agency, as may be required, to take over the obligations of the erstwhile Successful Agency in relation to the execution/continued execution of the scope of this Contract, even where such assistance is required to be rendered for a reasonable period that may extend beyond the contract term/ termination hereof.
2. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Successful Agency/ Successful Agency's team or due to the fact that the survival of the Successful Agency as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser through re- determination of the consideration payable to the bidder as agreed mutually by Purchaser and Successful Agency or through a third party acceptable to both MBOCWW board and Bidder may pay the Successful Agency for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Successful Agency up to the date of termination. Without



prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Successful Agency as may be required to offset any losses caused to the Purchaser as a result of the Termination or due to any act/omissions of the Successful Agency. In case of any loss or damage due to default on the part of the Successful Agency in performing any of its obligations with regard to executing the scope of work under this Contract, the Successful Agency shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the Successful Agency's manpower resources and/or all third parties appointed by the Successful Agency shall continue to perform all their obligations and responsibilities as stipulated under this Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the Successful Agency's bid, the eTender and this Contract, in an identical manner as were being performed before the collapse of the Successful Agency as described above in order to execute an effective transition and to maintain business continuity.

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

6.11.3 Dispute Resolution

1. The office of the Purchaser and the Successful Agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Purchaser and the Successful Agency have been unable to resolve amicably a contract dispute, the matter will be referred to the Purchaser, and his decision will be final and binding on both the Successful Agency and Purchaser.
2. If during the subsistence of this Contract or thereafter, any dispute between the Successful Agency and Purchaser hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material



breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Successful Agency and Purchaser hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Successful Agency and Purchaser. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Successful Agency or Purchaser hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.

3. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
4. The Arbitration proceedings shall be held in Mumbai, Maharashtra, India.
5. The Arbitration proceeding shall be governed by the substantive laws of India.
6. The proceedings of Arbitration shall be in English language.
7. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the Successful Agency and Purchaser hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
8. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, Ministry of Law & Justice shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.
9. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.
10. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.



11. It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
12. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
13. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
14. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

6.12 Notice and Timing

1. As soon as reasonably practicable after the Effective Date, the Successful Agency and Purchaser shall use their best endeavours to agree to a timetable for routine audits in accordance with such agreed timetable and shall not be required to give the Successful Agency any further notice of carrying out such audits.
2. 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 Successful Agency, a security violation, or breach of confidentiality obligations by the Successful Agency , provided that the requirement for such an audit is notified in writing to the Successful 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 Successful Agency considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure
3. The frequency of audits shall be decided by the Purchaser
4. 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 Successful 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.
5. The audit and access rights contained shall survive the termination or expiration of the Agreement.



6.13 Access

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

6.14 Inspection Rights

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

6.15 Conditional offers by the Bidders

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

6.16 Address of Communication

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

Secretary cum CEO, MBOCWW Board,

MMTC House, 5th Floor,

Plot No. C-22, E Block,

BKC, Bandra (E), Mumbai-51

6.17 Costs & Currency

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



6.18 Performance Bank Guarantee

1. The performance bank guarantee of 3% of contract cost from a Nationalised Bank and must be valid for the period duration and 180 days beyond the project period. The proceeds of the performance bank guarantee shall be payable to the Purchaser as compensation for any loss / penalties / liquidated damages resulting from the bidder's failure to complete its obligations under the contract. The performance guarantee shall be discharged by the Purchaser to the Successful Agency after 6 months post the completion of contract.
2. The Successful 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.
3. The Successful Agency shall submit performance bank guarantee within 15 working days of receipt of the Notification of Award of Contract.

6.19 Indemnity

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

6.20 Publicity

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

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

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

6.22 Risk Purchase Clause

In case the Successful Agency fails to deliver the stores of any instalment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the MBOCWW board is entitled to cancel the contract and repurchase the stores not delivered at the risk and cost of the defaulting Successful Agency. In the event of such a risk purchase, the defaulting Successful Agency shall be liable for any loss which the MBOCWW board may sustain on that account provided



the purchase, or if there is an agreement to purchase, such agreement is made, in case of default to deliver the stores by the stipulated delivery period, within six months from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract.

6.23 Fall Clause

It is a condition of the contract that, the price at which Successful Agency will supply household item kits should not exceed the lowest price charged by Successful Agency to any customer and that in the event of the prices going down below the prices finalized in this tendering process, Successful Agency shall promptly furnish such information to Purchaser to enable to amend the contract rates for subsequent supplies.

6.24 Other Conditions

1. Neither the Purchaser nor the Successful Agency 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 Successful Agency 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.
2. The Agreement shall be written in English only. All correspondence and other documents pertaining to the Contract that are exchanged by Successful Agency and Purchaser shall be written in English or Marathi.
3. Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in the eTender Document are fulfilled to the satisfaction of the Purchaser.
4. The Successful Agency shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser.
5. Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.
6. Payment shall be made in Indian Rupees only.
7. The Successful Agency's Team shall comply with the laws in force in India in the course of performing this Contract.
8. The Successful Agency should be complying with all applicable laws and rules of Government of India and/or Government of Maharashtra.



9. The Secretary cum CEO, MBOCWW Board reserves the right to annul all/partial services during the contract period, without assigning any reason otherwise.

6.25 General

1. Relationship between Successful Agency and Purchaser:
2. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Successful Agency/ Successful Agency's Team or any relationship of Purchaser employee, principal and agent, or partnership, between the Purchaser and Successful Agency.
3. Neither Successful Agency nor Purchaser has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
4. The Purchaser has no obligations to the Successful Agency 's Team except as agreed under the terms of this Contract.

6.26 Survival

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

6.27 Entire Contract

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

6.28 Governing Law

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

6.29 Jurisdiction of Courts

Award of this contract and any dispute arising from it, whether contractual or non-contractual, will be governed by laws of India and subject to arbitration clause, be subject to the exclusive jurisdiction of the competent courts of Mumbai, India.



6.30 Force Majeure

1. Force Majeure shall not include any events caused due to acts/omissions of such Bidder, Successful Agency or Purchaser, as the case may be, or result from a breach/contravention of any of the terms of the Contract, Bid and/or the eTender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
2. The failure or occurrence of a delay in performance of any of the obligations of either Successful Agency or Purchaser 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 Successful Agency/ Successful 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.
3. In case of a Force Majeure, Successful Agency and Purchaser will endeavor 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.
4. The Successful Agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
5. For purposes of this Clause, "Force Majeure" means an event beyond the control of the either Successful Agency or Purchaser and not involving the fault or negligence and not foreseeable.
6. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lock-outs and freight embargoes.



7. If a Force Majeure situation arises, the Successful Agency shall promptly notify the MBOCWW Board in writing of such conditions and the cause thereof within twenty calendar days.
8. Unless otherwise directed by the MBOCWW Board in writing, the Successful 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.
9. If the duration of delay continues beyond a period of three months, MBOCWW Board and the Successful Agency shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the MBOCWW Board, shall be final and binding on the Successful Agency.

6.31 Conditions Precedent

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

6.32 Non- Fulfilment of Conditions Precedent

1. In the event that any of the Conditions Precedent relating to Successful 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.
2. In the event that the Agreement fails to come into effect on account of nonfulfillment of the Successful Agency's Conditions Precedent with regards to implementation schedule, Purchaser shall not be liable in any manner whatsoever to the Successful Agency and Purchaser shall forthwith invoke the Performance Guarantee and forfeit the guaranteed amount.



3. In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the Successful Agency prior to the fulfilment in full of the Conditions Precedent, upon the termination of this Agreement such Project facilities and Project data shall immediately revert to purchaser free and clear from any encumbrances or claims.
4. 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 Successful Agency linked to the delay in fulfilling the Conditions Precedent

6.33 Amendment to Agreement

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

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

WITNESSES:

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

Purchaser

{Successful Agency}

Signed

Signed

For and on behalf of the

For and on behalf of the

Purchaser

(Company name)



Inviting eTenders for Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

By: (Signature)

By: (Signature)

(Name and designation)

(Name and designation)

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



Section - VI

ANNEXURES to

eTENDER



7. Annexure I: Format for Technical Bid

7.1 Form 1: Covering Letter for Technical Bid

Date: dd/mm/yyyy

To,

Secretary cum CEO, MBOCWW Board,

MMTC House,

5th Floor, C-22, E Block,

BKC, Bandra (E), Mumbai-51

Reference: eTender for Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir,

We hereby offer to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions as specified in this eTender at the prices specified in the commercial bid.

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

- All the services/ deliverable shall be performed strictly in accordance with the eTender documents and we agree to all the terms and conditions in the eTender including all the corresponding addendums & corrigendum and any other work as may subsequently be mutually agreed between us and the Purchaser or its appointed representatives
- We accept that there won't be any escalation/ increase in the final rate quoted by us in the commercial bid.



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



Inviting eTenders for Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

Signature of Authorized Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

E-mail :

address



7.2 Form 2: Technical Bid Checklist

PQ No.	Pre-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 		
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 4: 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 		



Inviting eTenders for Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted	Checklist (Yes/No)
		in India		
	OR MSME registration under various categories of industries viz. MSEs / Khadi Village Industries Commission / National Small Industries Corporation / Entrepreneurs Memorandum Part II etc., for the manufacturing of Stainless Steel Utensils, and not a general registration in any category, since last three years.	<ul style="list-style-type: none"> ▪ Copy of valid Entrepreneurs Memorandum (EM Part-II) / NSIC Certificate / Memorandum (UAM)/SSI/DIC. ▪ CA Certificate stating, manufacturing turnover of utensils is to be submitted. 		
	OR " Co-operative Societies which are registered under The Maharashtra Co-op Societies Registration Act 1960"	<ul style="list-style-type: none"> ▪ Copy of valid Registration Certificate issued under The Maharashtra Co-op Societies Registration Act 1960 		
4.	The Bidder should be manufacturer of items mentioned under Household item kit or should be manufacturer's authorized dealer or distributor or retailer or	If bidder is manufacturer: As per requirements of 3.2 Manufacturer's Qualification Criteria	Form 13: Certificate on letter head of Govt. authority or Chartered Engineer	



Inviting eTenders for Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted	Checklist (Yes/No)
	representative for supply of all items included in the Household item kit.	<p>If Bidder is authorized dealer or distributor or retailer or representative:</p> <p>Manufacturers Authorization Form (MAF) in favor of the bidder from the manufacturers of the items.</p> <p>AND</p> <p>As per requirements of 3.2 Manufacturer's Qualification Criteria</p>	<p>Form 7: Manufactures Authorization Form of e-tender.</p> <p>Form 13: Certificate on letter head of Govt. authority or Chartered Engineer</p>	
5.	The bidder should have minimum average annual turnover of Rs. 134 Crores during the last 3 financial years (FY 2017-2018, 2018-2019, 2019-2020).	<p>Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years (FY 2017-2018, 2018-2019, 2019-2020).</p> <p>Provisional Balance Sheet of FY 2019-2020 may be submitted in case unaudited.</p> <p>Certificate duly signed by Statutory Auditor of the Bidder or Certified Chartered Accountant</p>	Form 8: Financial Capability of bidder	



Inviting eTenders for Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted	Checklist (Yes/No)
		for average annual Turnover for last 3 financial years (FY 2017-2018, 2018-2019, 2019-2020).		
6.	The bidder must have positive net worth of Rs. 25 Cr in last 1 financial year (FY 2019-2020).	Certificate duly signed by Statutory Auditor of the Bidder or Certified Chartered Accountant for positive net worth as on last 1 year (FY 2019-2020)	Form 8: Financial Capability of bidder	
7.	<p>The bidder must have experience of successfully completed work for “Supply, delivery and distribution of kits/sets in Central Government or State Government or Semi Government or Corporation or Government Board in India in the last 7 years ending 31st December, 2020”, as below.</p> <ul style="list-style-type: none"> At least one successfully completed work costing not less than the amount equal to INR 356 Crores OR work comprising of 	<p>Work order and Completion Certificates from the client;</p> <p>The supporting documents shall mandatorily mention duration of the contract and any one of the following i.e. the value of project or quantity.</p>	Form 5: Project details of the bidder	



Inviting eTenders for Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted	Checklist (Yes/No)
	<p>supply, delivery and distribution of 4,00,000 kits/sets.</p> <p>OR</p> <ul style="list-style-type: none"> At least two successfully completed works of which each work costing not less than the amount equal to INR 223 Crores or work comprising of supply, delivery and distribution of 2,50,000 kits/sets. <p>OR</p> <ul style="list-style-type: none"> At least three successfully completed works of which each work costing not less than the amount equal to INR 178 Crores or work comprising of supply, delivery and distribution of 2,00,000 kits/sets. 			
8.	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 6: Certifications as per the Technical Qualification criteria	



Inviting eTenders for Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted	Checklist (Yes/No)
9.	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 date of submission of the Bid.	An Affidavit on Rs. 100/- stamp paper signed by the Authorized Signatory of the Bidder as per Annexure Form 10	Form 10: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted	
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	The bidder must have GST registration certificate as on last date of	



Inviting eTenders for Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted	Checklist (Yes/No)
			submission.	
12.	Power of Attorney to be on non-judicial stamp paper of appropriate value as per Indian Stamp Act 1899, 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.	----	

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

Signature of Authorized Signatory (with official seal) & Date

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



7.3 Form 3: Compliance Checklist

Sr.	Household Item Particulars	Make / Brand	Material Supplier (Name of Manufacturer)	Compliance (Yes/No)
1.	Big Plate (Lunch Plate)			
2.	Bowl/Vati Round			
3.	Glass (Water Glass)			
4.	Container(Pot) 1 with cover			
5.	Container(Pot) 2 with cover			
6.	Container(Pot) 3 with cover			
7.	Big Spoon (Rice)			
8.	Big Spoon (Dal)			
9.	Water Jug with handle (2 liters)			
10.	Masala Storage (07 Compartment)			
11.	Storage Container (Dabba) 1 with Lid (Size / Number: 16)			
12.	Storage Container (Dabba) 2 with Lid (Size / Number: 18)			
13.	Storage Container (Dabba) 3 with Lid (Size / Number: 22)			
14.	Parat			
15.	Pressure Cooker (5 liters)			
16.	Kadai			
17.	Big Tank with Cover and Vagralla			

7.4 Form 4: General Profile of the bidder

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



Inviting eTenders for Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

#	Particulars	Bidder
1	Name of the Organization	
2	Type of Organization	
3	Address of Registered Office with Telephone Nos., Fax, E-mail and website	
4	Address of Office in Maharashtra with Telephone Nos., Fax, E-mail and website (If available)	
5	Company Registration Details	
6	Date of Incorporation (with documentary evidence for Certificate of Incorporation)	
7	GST Registration Number (with documentary evidence)	
8	PAN NO (with documentary evidence)	
9	No. of years of Operation in India	

Signature of Authorized Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

E-mail :

address



7.5 Form 5: Project Details

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

Project Title: (Attach separate sheet for each Project)			
Order date			
Start Date (month/year):		End Date (month/year):	
Name of Client			
Address			
Type of Client (Central Government or State Government or Semi Government or Corporation or Government Board)			
Description of the items supplied			
Quantity of Items Supplied, Delivered and distributed			
Project Value in INR			
Brief Description of Project:			
Referrals (Client side): Provide one referral only.			
Name			
Designation			
Role in the Project:			
Contact Number			

Note: Please upload the Work orders and Completion Certificates issued by concerned organizations.

Signature of Authorized Signatory (with official seal) & Date

Name :



Inviting eTenders for Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

Designation :

Address :

Telephone :

E-mail :

address



7.6 Form 6: Certifications as per the Quality Certification Criteria

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

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

Note: Please upload the copies of the certificates

Signature of Authorized Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

E-mail :

address



7.7 Form 7: Manufacturer's Authorization Form

<<On letterhead of manufacturer>>

No._____ dated_____

To,

Secretary cum CEO, MBOCWW Board,

MMTC House,

5th Floor, C-22, E Block,

BKC, Bandra (E), Mumbai-51

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 submit a certificate issued by appropriate Government authority or Chartered Engineer registered with the Institution of Engineers (India), certifying that the Performance Capacity of our installed plant and machineries are sufficient to meet the production requirement of quantities of Household items mentioned under this eTender.

We will replace faulty items against manufacturing defects as per terms and conditions for the Household Item Kits offered against this invitation for eTender offer by the above firm within 15 days'. 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)



Inviting eTenders for Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

For and on behalf of

M/s_____

(Name of manufactures)

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



7.8 Form 8: Financial Capability

<On the letterhead of the Chartered Accountant >

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

Date: dd/mm/yyyy

To,

Secretary cum CEO, MBOCWW Board,

MMTC House,

5th Floor, C-22, E Block,

BKC, Bandra (E), Mumbai-51

Reference: eTender for Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions <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 2017-2018, 2018-2019 and 2019-2020 was as per details given below:

Information from Balance Sheets (in Indian Rupees)			
Section No.	2017-2018	2018-2019	2019-2020
Annual Turnover			
Profit Before Tax			
Profit After Tax			
Average Annual Turnover			
Net worth (2019-2020)			



Inviting eTenders for Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

(Signature of the Chartered Accountant)

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



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

Name	
Designation	
Address	
Mobile No	
Telephone	
E-mail address	

Signature of Authorized Signatory (with official seal) & Date

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



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

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

Date: dd/mm/yyyy

To,

Secretary cum CEO, MBOCWW Board,

MMTC House,

5th Floor, C-22, E Block,

BKC, Bandra (E), Mumbai-51

Reference: eTender for Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

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

Sir/ Madam,

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

We hereby also declare that

1. We are not convicted for any of the following offenses under the Prevention of Corruption Act, 1988; Or



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

Name :
Designation :
Address :
Telephone :



Inviting eTenders for Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

**E-mail :
address**



7.11 Form 11: Format for Performance Bank Guarantee

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

Date

Bank Guarantee No:

Amount of Guarantee.....

Guarantee Period: From to

Guarantee Expiry Date:

Last date of Lodgement.....

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

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



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

1. The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Successful Agency merely on a demand raised by the Purchaser stating that the amount claimed is due to the Purchaser under the Contract. Any such demand made on the Bank by the Purchaser shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Purchaser in such Demand. The Purchaser shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Purchaser by the Bank under this bank guarantee shall not exceed the guaranteed Amount. In each case of demand, resulting to change of PBG values, the Purchaser shall surrender the current PBG to the bank for amendment in price.
2. However, the Bank’s liability under this bank guarantee shall be restricted to an amount not exceeding (figure of Guaranteed Amount to be inserted here) only)
3. The Purchaser will have the full liberty without referenced to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Purchaser under the Contract and to enforce to forbear endorsing any powers or rights or by reasons of time being given to the Successful Agency which under law relating the Surety would but for the provisions have the effect of releasing the surety.
4. The rights of the Purchaser to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Successful Agency and / or that any dispute(s) are pending before any office, tribunal or court in respect of such guaranteed Amount and / or the Contract.



5. The guaranteed herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Successful Agency but shall in all respects and for all purposes be binding and operative until payment of all money due to the Purchaser in respect of such liability or liabilities is effected.
6. This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Mumbai for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
7. All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
8. NOT WITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
9. Unless a Demand under this bank guarantee is filed against the Bank within 180 days from the date of expiry of this bank guarantee all the rights of the Purchaser under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
10. However, in the opinion of the Purchaser, if the Successful Agency's obligation against which this bank guarantee is given are not completed or fully performed by the Successful Agency within the period prescribed under the Contract, on request of the Successful Agency, the Bank hereby agrees to further extend the bank guarantee, till the Successful Agency fulfils its obligations under the Contract.
11. We have the power to issue this bank guarantee in your favour under Memorandum and article of Association and the Undersigned has full power to do so under the Power of Attorney dated (date of power of attorney to be inserted) granted to him by the Bank.

Date:

Bank:

Corporate Seal of the Bank

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



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

<< On company Letter head >

Date: dd/mm/yyyy

To,

Secretary cum CEO, MBOCWW Board,

MMTC House,

5th Floor, C-22, E Block,

BKC, Bandra (E), Mumbai-51

Reference: eTender for Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

<TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir/ Madam,

We hereby offer to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions as specified in this eTender at the prices specified in the commercial bid.

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

1. receive or have received any direct or indirect subsidy from any of them; or
2. have common controlling shareholders; or



3. have the same legal representative for purposes of this Bid; or
4. 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
5. influence the decisions of MBOCWW board regarding this bid process;

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

Sincerely,

Signature of Authorized Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

E-mail :

address



7.13 Form 13: Certificate on letter head of Govt. Authority or Chartered Engineer

<< On Letter head of Govt. authority or Chartered Engineer >

Date:

To whomsoever it may concern

Subject: Govt Authority/Chartered Engineer certificate confirming the installed capacity for manufacture of Household items by <Manufacturer Name> at <Manufacturer factory address>

On request of M/s. <Bidder Name> to visit factory of <Manufacturer Name> at <Manufacturer factory address> on <Visit Date> to evaluate and confirm installed capacity for Household items being manufactured by them. During my visit, I have physically inspected various installed manufacturing facilities, reviewed its catalogues, reviewed the manufacturing process and conclude the following.

Performance Capacity of installed plant and machineries of <Manufacturer Name> are sufficient to meet the production requirement of quantities of Household items mentioned under this eTender.

Sincerely

Signature of Chartered Engineer (with official seal) & Date

Name of Chartered Engineer :
Registration Number :
Address :
Telephone :
E-mail address :
Name & Address of the :



Inviting eTenders for Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

Institution with which

Registered:



8. ANNEXURES II: Formats for Commercial Bid

8.1 Commercial Bid Letter

To,

Secretary cum CEO MBOCWW Board,

MMTC House,

5th Floor, C-22, E Block,

BKC, Bandra (E), Mumbai-51

Sir/ Madam,

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

Reference: eTender for Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions<TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidder, having read and examined in detail all the eTender documents in respect of Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions as specified in the eTender documents number <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We affirm that the entire contract period of the project is 2 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 eTender are in accordance with the terms as specified in the eTender documents. All prices and other terms and conditions of this eTender are valid for a period of 120 calendar days from the date of opening of the commercial



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

We hereby undertake to supply, deliver and distribute the additional required quantities of the Household item kit, if any as and when directed by MBOCWW board as per the above mentioned time schedule and shall Supply, Delivery and Arranging Distribution at the rates quoted under this eTender within a period of 2 years from the date of issue of work order.

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

UNIT RATES

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

EARNEST MONEY DEPOSIT (EMD)

We have included the scanned copy of the physical instrument of the EMD along with the Technical Bid bearing value Rs. 4,45,00,000 (Rupees Four Crores Forty Five Lakhs Only). This EMD is liable to be forfeited in accordance with the provisions of the terms and conditions of this eTender.

TENDER PRICING

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

QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this



regard before evaluation of our eTender, we agree to furnish the same in time to your satisfaction.

BID PRICE

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

Contract Security Bond

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

CONTRACT PERFORMANCE GUARANTEE BOND

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

Thanking you,

Yours faithfully,

(Signature of the Bidder) Printed
Name

Designation

Seal.



Inviting eTenders for Selecting Agency to Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions

Date:

Place:

Business Address:



8.2 Commercial Bid Formats

< On Company Letter head >

- Bidder should provide all prices as per the prescribed format under this Annexure.
- Bidder should not leave any field blank.
- The Purchaser reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated. The Bidder needs to carefully read the 'Payment Terms', 'Service Level Agreement' & 'Commercial Bid Evaluation' mentioned in this eTender document.
- The bidder shall quote for "Household Item Kit" including supply, delivery, distribution, warehousing, transport, distribution camps, Use and Operate MBOCWW Software for Monitoring and MIS generation.

Sr. No	Particulars	Quantity	Cost (excluding Taxes)
1	Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions (inclusive of all points as mentioned in Section 5 Scope of Work)	1 (One) Kit	
[I] Total per Household Item Kit excluding Taxes			
[II] Quantity of Household Item Kit			(5,00,000)
[III] TOTAL COMMERCIAL BID for 5,00,000 Quantity of Household Item Kit in Numbers (GT) [I x II = III] excluding Taxes			"GT" "Grand Total"
TOTAL COMMERCIAL BID for 5,00,000 Quantity of Household Item Kit in Words(GT) excluding Taxes			
(Indian Rupees			

Note:

- The bidder with lowest cost (L1 rate) shall be decided on the basis of Total Commercial bid of the Bidder ("GT") quoted above.
- In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.



- For any other calculation/ summation error etc. the bid may be rejected.
- Commercial Quote of the Bidder shall be excluding GST or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rate. Tax structure on the payment shall be applicable based on government notification at the time of submission of invoice.
- Commercial Quote of the Bidder shall be including all Out of Pocket expenses due to Boarding, Travelling, Lodging and other related items under this eTender.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal.

Date:

Place:

Business Address:



9. Annexure III: Draft Master Service Agreement

This AGREEMENT is made at _____, Maharashtra, on this ____ day of, ____ 2021, BETWEEN

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

AND

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

Whereas MBOCWW Board has envisaged for Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions (hereinafter referred to as the “said Project”);

And whereas MBOCWW Board has published the eTender to seek services of a reputed BIDDER for Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions;

And whereas M/s. ----- has submitted its proposal for Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions.

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

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

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



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

This Agreement sets forth the entire contract and agreement between the parties pertaining to “Supply, Delivery and Arranging Distribution at Selected Points of Household Item Kit to Registered MBOCWW Beneficiary in Mumbai, Pune, Nashik and Amravati Divisions” and supersedes any and all earlier verbal or written agreements. This agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

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

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

To,

Secretary cum CEO, MBOCWW Board,

MMTC House,

5th Floor, C-22, E Block,

BKC, Bandra (E), Mumbai-51

and notice to the BIDDER shall be properly addressed to:



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

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 cum CEO,

For and on behalf of MBOCWW Board

Signed, sealed and delivered

By -----

For and on behalf of the "BIDDER",

Witnesses:

(1)

(2)

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

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

Note:

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

*****End of Document*****