



Invitation to EOI

EOI Reference No: MBOCWWB/RPL/2021

Date: 17th August 2021

**Invitation for Expression of Interest for Empanelment of Training
Partners for Conducting Recognition of Prior Learning of Registered
MBOCWW Construction Workers**

Issued By

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

MMTC House, 5th Floor, C-22, E Block,

BKC, Bandra (E), Mumbai-51

Email: bocwwboardmaha@gmail.com



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Notice Inviting Expression of Interest

EOI Reference No: MBOCWWB/RPL/2021

MBOCWW Board invites Expression of Interest for Empanelment of Training Partners for Conducting Recognition of Prior Learning of Registered MBOCWW Construction Workers, from registered, experienced and willing agencies.

Table: Key Events and Dates

Sr. No	Subject	Date, time and details
1.	Advertising Date	17.08.2021
2.	EOI Download Period	From 17.08.2021, Time: 12:00 PM Up to 07.09.2021, Time: 05:00 PM
3.	Last date to submit requests for clarifications and email id (only 1 email) of prospective Respondent to attend Pre-Bid conference by Video Conference	Up to 23.08.2021, Time: 05:00 PM Owing to current Covid-19 situation, Pre-bid meeting will be held over Video Conference. Interested Respondents 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 24.08.2021, Time: 04:00 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 Proposal	Up to 07.09.2021, Time: 05:00 PM www.mahatenders.gov.in
7.	Technical Proposal Opening Date & Time	08.09.2021, Time: 12:00 PM
8.	Presentation Date & Time	To be informed later



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Details of EOI will be available on www.mahatender.gov.in. Interested agencies are requested to visit www.mahatender.gov.in for participating in the e- tender.

MBOCWW board reserves the right to accept or reject any or all tenders without assigning any reason.

Sd/-

(S. C. Shrirangam)

Secretary cum CEO

Maharashtra Building and Other
Construction Workers Welfare
Board Mumbai



1. Introduction & Background

1.1 Authority issuing Invitation for EOI

Maharashtra Building and Other Construction Workers Welfare (MBOCWW) Board invites Expression of Interest for “Empanelment of Training Partners for Conducting Recognition of Prior Learning of Registered MBOCWW Construction Workers”.

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.

1.2 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.

Since the lack of skills is one of the contributing conditions for the poor status, it becomes imperative to provide skills to construction workers improve their livelihood conditions. Recognition of Prior Learning is a suitable medium for skilling of construction workers as it provides for certification of existing skills alongside flexibility of customized 'Bridge Course' for upskilling and reskilling.



1.3 Invitation for Proposal for Expression of Interest (EOI)

Maharashtra Building and Other Construction Workers Welfare (MBOCWW) Board invites Expression of Interest for “Empanelment of Training Partners for Conducting Recognition of Prior Learning of Registered MBOCWW Construction Workers”.

Respondents are advised to study this EOI document carefully before submitting their proposals in response to the EOI 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 EOI document has been published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded EOI document shall be considered valid for participation in the electronic EOI process subject to the submission of required EOI document fee and EMD.

Please note that the interested Respondents 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.

Respondents shall use one envelope (Technical proposal) method through E-Tendering in order to fill up EOI.

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

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

Pre-Bid meeting will be held on Date: 24.08.2021, 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 EOI are binding on Respondents.



Invitation for Expression of Interest for Empanelment of Training Partners for Conducting Recognition
of Prior Learning of Registered MBOCWW Construction Workers

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

Place: Mumbai

Date: 17.08.2021

Sd/-

**Secretary cum CEO,
MBOCWW Board**



1.4 Disclaimer

1. Maharashtra Building and Other Construction Workers Welfare Board, Mumbai (hereinafter referred to as “MBOCWW”) has issued this electronic Expression of Interest (hereinafter referred to as “EOI”) for Empanelment of Training Partners for Conducting Recognition of Prior Learning of Registered MBOCWW Construction Workers, the terms and conditions as set out in this EOI document, including but not limited to the technical specifications set out in different sections of this EOI document.
2. This EOI has been prepared with an intention to invite prospective Respondents and to assist them in making their decision of whether or not to submit a proposal. It is hereby clarified that this EOI is not an agreement and the purpose of this EOI is to provide the Respondent(s) with information to assist them in the formulation of their proposals. This EOI document does not purport to contain all the information Respondents may require. This EOI 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 Respondents.
3. MBOCWW Board has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. Interested Respondent (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 EOI in submitting their Proposal. This EOI 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 Respondent may require.
4. This EOI is not an agreement by and between MBOCWW board and the prospective Respondent. The information contained in this EOI 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 EOI document. Each Respondent is advised to consider the EOI document as per his understanding and capacity. The Respondents are also advised to do appropriate



examination, enquiry and scrutiny of all aspects mentioned in the EOI document before submission. Respondents 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. Respondents are also requested to go through the EOI 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 Respondent submitting a proposal.

5. No reimbursement of cost of any type shall be paid to any Respondent or prospective Respondent submitting a EOI Proposal. The Respondent shall bear all costs arising from, associated with or relating to the preparation and submission of its EOI 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 EOI.
6. This issue of this EOI does not imply that MBOCWW Board is bound to select and qualify proposal at this Stage or to appoint the Empanelled Agency, as the case may be, for the project and MBOCWW Board reserves the right to reject all or any of the proposals 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 EOI.
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 EOI or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to be part of this EOI or arising in any way with eligibility of Respondent for participation in the EOI Process) towards any Respondent 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 Respondent upon the statement contained in this EOI.
10. Interested Respondent, after careful review of all the clauses of this 'EOI', are encouraged to send their suggestions in writing to MBOCWW Board. Such suggestions, after review by MBOCWW Board, may be incorporated into this 'EOI' as a corrigendum which shall be uploaded onto the e-Tendering website: <https://mahatenders.gov.in/>.



1.5 Glossary of Terms

Sr. No	Term	Meaning
1.	Respondent	The Respondent should be Training Partner who are entities working and involved in Skill Training.
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 / Respondent 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 EOI and all Annexures thereto, the Agreement entered into between the selected Respondent together with the Purchaser as recorded in the Contract form signed by the Purchaser and the Respondent including all Annexures thereto and the agreed terms as set out in the EOI, 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 Respondent 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 Respondent instructing to begin carrying out the activities.
7.	MBOCWW Board	Maharashtra Building and other Construction Workers Welfare Board.



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Sr. No	Term	Meaning
8.	Non-compliance	Failure/refusal to comply to the terms and conditions of the proposal/Agreement
9.	Parties	The Purchaser, the Respondent, and “Party” means either of the Parties.
10.	Proposal	Response or offer submitted by Respondents for this e-EOI
11.	Purchaser	Maharashtra Building and other Construction Workers Welfare Board (MBOCWW).
12.	Selected Points	Locations where training camps shall be arranged across State
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.	Empanelled Agency / Training Partner	This shall mean the successful Respondent whose EOI has been accepted, and who has been authorized to proceed with the Work.

1.6 Abbreviations

Sr. No	Term	Meaning
1.	ACL	Assistant Commissioner of Labour
2.	CSCDI	Construction Skill Development Council of India
3.	DBT	Direct Benefit Transfer
4.	DEO	District Executive Officer, MBOCWW Board
5.	Dy CEO	Deputy Chief Executive Officer, MBOCWW Board
6.	Dy DEO	Deputy District Executive Officer, MBOCWW Board
7.	DIC	District Industries Centres
8.	EMD	Earnest Money Deposit
9.	EOI	Expression of Interest
10.	GLO	Government Labour Officer
11.	GoM	Government of Maharashtra



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Sr. No	Term	Meaning
12.	MBOCWW Board	Maharashtra Building and other Construction Workers Welfare Board
13.	MSCVT	Maharashtra State Council of Vocational Training
14.	MSSDS	Maharashtra State Skill Development Society
15.	NOS	National Occupational Standards
16.	NSDC	National Skill Development Corporation
17.	NSQF	National Skill Qualification Framework
18.	PBG	Performance Bank Guarantee
19.	PQ	Pre-Qualification
20.	PSU	Public Sector Unit
21.	RPL	Recognition of Prior Learning
22.	Secretary cum CEO	Secretary cum Chief Executive Officer MBOCWW Board
23.	SLA	Service Level Agreement
24.	SOW	Scope of Work
25.	SSC	Sector Skill Councils

1.7 Events and Dates

Table: Key Events and Dates		
Sr. No	Subject	Date, time and details
1.	Advertising Date	17.08.2021
2.	EOI Download Period	From 17.08.2021, Time: 12:00 PM Up to 07.09.2021, Time: 05:00 PM
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Table: Key Events and Dates

Sr. No	Subject	Date, time and details
4.	Date, Time and place of Pre- Bid Video Conference	From 24.08.2021, Time: 04:00 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 Proposal	Up to 07.09.2021, Time: 05:00 PM www.mahatenders.gov.in
7.	Technical Proposal Opening Date & Time	08.09.2021, Time: 12:00 PM
8.	Presentation Date & Time	To be informed later

1.8 Other Important Information Related to Proposal Submission

Table: Other Information

Sr. No	Item	Description
1.	Earnest Money Deposit (EMD) – Online or Bank Guarantee	Rs. 50,00,000 (Rupees Fifty Lakhs Only through Online Payment or Bank Guarantee from Nationalized Bank).
2.	EOI Fee	Rs. 25,000/- (Rupees Twenty-Five Thousand Only) + taxes to be paid on mahatenders.gov.in
3.	Proposal Validity Period	120 days from the date of opening of Technical Proposal.
4.	Performance Bank Guarantee value	3% of contract value from a Nationalized 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 3



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Table: Other Information

Sr. No	Item	Description
		years from date of Signing of Contract. Contract Period may be extended with mutual consent between MBOCWW Board and Empanelled Agency as per project requirements.



2. Scope of Work

2.1 Overview

This EOI is for Empanelment of Training Partners for Conducting Recognition of Prior Learning of MBOCWW Registered Construction Workers.

2.2 General Requirement

1. Training Partner shall be responsible to carry out end to end Training, Assessment via Assessment Agency and Certification of the registered workers of the MBOCWW board as per requirements and instructions of MBOCWW, applicable from time to time.
2. MBOCWW board envisages to train approximately 4 Lakhs Registered Construction Worker in 3 years. However, MBOCWW Board reserves the right to increase the number of Registered Construction Workers to be trained as per its requirement.
3. Based on the request letters received by Government Labour Officers from registered workers of MBOCWW board, the list of eligible registered workers to whom the Training to be provided will be prepared as per approval of the concerned Assistant Labour Commissioner.
4. The concerned Government Labour Officer/officials authorized by MBOCWW board shall act as authorized Nodal officer at each district. Training Partner shall be responsible to coordinate with the authorized nodal officer of MBOCWW during Training.
5. Training Partner shall adhere to Standard Operating Procedure (SOP) issued by MBOCWW Board.
6. The training program shall be conducted as per the social distancing and hygiene Guidelines / Standard Operating Procedures (SOP) issued by Ministry of Health and Family Welfare (MoHFW) and Ministry of Home Affairs (MHA).
7. Training Partner shall provide training to registered worker of MBOCWW Board and ensures to collect the required documents as per the MBOCWW Board with details to whom the Training is provided.
8. Training Partner shall collect the signature of the registered worker and signature of the authorized nodal officer of MBOCWW board. Thereafter, the Training Partner shall submit such reports / Attendance to the concerned Additional Commissioner (Labour)/Deputy Commissioner (Labour) at regional level.



2.3 Project Inception

1. Training Partner shall prepare Project Inception Report based on training requirements and locations shared by MBOCWW board.
2. Training Partner shall co-ordinate with MBOCWW board and NSDC/CSCDI/SSC for finalization of Third Party Assessment Agency.

2.4 Training Programs, Assessment and Certification

1. Overall Structure for Training Programs, Assessment and Certification shall be as per NSDC guidelines as mentioned below:

Sr. No	RPL Type	Target Group	RPL Process
1	Employer's Premises	RPL on-site at an Employer's premise or Project Site/ location where an infrastructure project is going on etc.	Step 1: Mobilization Step 2: Pre-Screening and Counselling Step 3: Orientation and Bridge Training Step 4: Final Assessment Step 5: Certification and Pay out

2.4.1 Orientation and Bridge Course

1. Training Partner shall conduct Orientation and Bridge training as required for bridge skill gap.
2. Training Partner shall conduct Orientation and Bridge training for 120 hours.
3. Orientation and Bridge Course shall cover following trades, as per job roles approved by SSC.
 - a. Bar Bending
 - b. Masonry
 - c. Shuttering Carpentry
 - d. Plumbing
 - e. Painting
 - f. Scaffolding
 - g. Electrician
 - h. Welder

2.4.2 Final Assessment

1. Assessment and Certification shall be done by Third Party Assessment Agency finalized by MBOCWW board.



2. Training Partner shall coordinate with Third Party Assessment Agency and responsible for timely conduct of Training Final Assessment and end-to-end operations regarding Assessment.
3. It shall be mandatory for the Registered Construction Workers to maintain minimum 80% attendance to be eligible to appear in the assessments, thereby avail Wage Loss.
4. Second Attempt for assessment shall be provided to unsuccessful candidates who have > 80% attendance. Assessment fees for these candidates shall also be paid under the scheme.
5. Certification shall be issued only for candidates who have successfully completed Final Assessment.

2.5 Training Camps

1. Training Partner shall arrange and conduct Training camps across locations as per schedule and timelines directed by the MBOCWW Board.
2. Training Partner shall provide sufficient manpower, trained faculty and trainers to conduct Training camps across locations.
3. Training Partner shall also provide computer/laptop, printer, camera and internet connectivity at each camp sites, required to conduct Training camps
4. Training Partner shall work as per the directions of the Nodal Officer or representative of the MBOCWW Board.

2.5.1 Survey and Finalization of Location for Training Camps

1. Training Partner shall conduct survey and identify Construction Sites across Districts as notified by MBOCWW board.
2. Training Partner shall submit survey report with minimum following information:
 - a. Address of the Construction Site
 - b. Name and contact details of the Employer
 - c. Duration of the construction site
 - d. No. of construction workers (Registered/Unregistered)
 - e. Application forms signed by individual construction worker
3. Training Partner shall obtain Undertaking from employer/contractor/authorized representative of the establishment stating the details of the registered construction workers wish to avail the training. The format of the undertaking shall be as approved by MBOCWW board.



4. Construction sites and workers gathering sites identified by Training Partner shall be put up for approval by MBOCWW board.
5. Nodal officers authorized by MBOCWW board may physically visit and inspect the construction sites and workers gathering sites identified by Training Partner before approval.
6. MBOCWW board reserves the right to accept or reject the construction sites and workers gathering sites identified by Training Partner. Only on approval of MBOCWW board, Training Partner shall begin Training Program at the approved Construction and workers gathering sites.

2.5.2 Creation of Training Batch

1. Training Partner shall create Training Batch providing details as below
 - a. Location of Training
 - b. Details of Registered Workers (Name, Registration ID, Aadhar Number, Mobile Number, etc.)
 - c. Trade for which Training is being held
 - d. Date and Time for Training
2. MBOCWW board reserves the right to accept or reject the training batch created by Training Partner. Only on approval of MBOCWW board, Training Partner shall begin Training Program at the approved Construction and workers gathering sites.

2.5.3 Acknowledgement of Training and Certification from Registered Construction Workers

1. Training Partner shall collect the signature of the BOCW Beneficiary and signature of the authorized nodal officer of MBOCWW board on the written receipt for training provided to them. Thereafter, the Training Partner shall submit such receipts to the concerned Additional Commissioner (Labour)/Deputy Commissioner (Labour) at regional level.
2. Training Partner shall capture and store geo tagged and timestamped photo of the beneficiary receiving training and maintain daily attendance of all candidates. Training Partner shall verify the authenticity of the beneficiary by using Aadhar based authentication systems.
3. The receipt format shall be provided by MBOCWW board at the time of issue of work order to the Training Partner.
4. Training Partner shall make its own arrangement for storage of the infrastructure required to conduct Training Program.



2.5.4 Facilitate Registration/Renewal/Claim Application of Construction Workers

Training Partner shall facilitate Registration/Renewal/Claim Application of Construction Workers by helping them to fill up / edit online application forms along with online submission of required documents.

2.6 Wage Loss

MBOCWW Board shall provide Wage Loss allowance of Rs. 35 per Hour per candidate through Direct Benefit Transfer (DBT) only to the registered Construction Workers of the Board for the training program who have successfully completed certification.

2.7 Time Schedule

Milestone	Period
Submission of Training Batch details and Location details for Districts as notified by MBOCWW board.	Within 60 days from notification of Districts by MBOCWW board.
Completion of Training Program for Batch and Location as approved by MBOCWW board.	Within 300 days from approval of Batch and Location by MBOCWW board.
Submission of Receipts duly signed by BOCW Beneficiary for receipt of Training and authenticated by Nodal officers authorized by MBOCWW board.	Within 30 days from the date of Training.

2.8 Payment Structure

1. Payment Structure for the Training Program shall be as below.

Sr. No	Particular	Value exclusive of GST (in Rs.)
1	Training Cost per candidate – Training duration of 15 days (120 hour) at the rate of Rs.49 per hour	5880



Sr. No	Particular	Value exclusive of GST (in Rs.)
2	Post Training Assessment Cost per candidate	900

2.9 Payment Terms and Invoicing

1. The Payment (inclusive of Training Cost and Post Training Assessment Cost) shall be done to Training Partner as per actuals on monthly basis, on number of Successful Certified Candidates for Training Program carried out by the Training Partner.
2. The Training Partner shall submit monthly invoices to the MBOCWW board along with the Receipts duly signed by BOCW Beneficiary for receipt of Training which are approved by District officers nominated by MBOCWW board. Receipts approved by District Officers shall be submitted to Divisional Officer for recommendation of 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. MBOCWW board shall be entitled to withhold payment of any invoice or part of it delivered by the Training Partner 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 EOI. Any exercise by the Board under this section shall not entitle the agency to delay or withhold Conducting Recognition of Prior Learning of Registered MBOCWW Construction Workers.
5. Taxes shall be paid as per actuals. Tax structure on the payment shall be applicable based on government notification at the time of submission of invoice.
6. All payments agreed to be made by MBOCWW board to the Training Partner shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The Training Partner shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this Contract.



2.10 Service Level Agreement

#	Services	Parameter	Penalty
1	Submission of Training Batch details and Location details for Districts as notified by MBOCWW board	Within 60 days from notification of Districts by MBOCWW board	A sum equivalent to half percent of the price of the undelivered service at the stipulated rate for each week.
2	Completion of Training Program for Batch and Location as approved by MBOCWW board	Within 300 days from approval of Batch and Location by MBOCWW board	A sum equivalent to half percent of the price of the undelivered service at the stipulated rate for each week.
3	Submission of Receipts duly signed by BOCW Beneficiary for receipt of Training and authenticated by Nodal officers authorized by MBOCWW board.	Within 30 days from the date of Training	A sum equivalent to half percent of the price of the undelivered service at the stipulated rate for each week.

2.10.1 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.

2.10.2 Breach of SLA

1. If the penalty deducted is over 5% of total monthly payment for 3 consecutive months or over 5% of total contract value, 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 Training Partner, 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 Training Partner
- ii. Training Partner 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.



3. Submission Terms and Evaluation Criteria

3.1 Conditions of issue of Invitation of EOI

1. EOI is not an offer and does not carry any commitment to engage the Respondent who submits the same or any other commitment related thereto.
2. The Purchaser reserves the right to withdraw this EOI and change or vary any part thereof at any stage if the Purchaser feels that such action is in the best interest of the Project.
3. The Purchaser shall shortlist only those organisations who fulfil the Pre-Qualification Criteria and Evaluation Framework set forth in clause 3.2.
4. Timing and sequence of events resulting from this EOI shall ultimately be determined by the Purchaser.
5. Each Respondent shall submit only one EOI.
6. For all the EOIs received before the last date and time prescribed for submission, the proposals and accompanying documentation of the proposal will become the property of Purchaser and will not be returned after opening of the proposals. Purchaser shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure. Purchaser is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the respondents who have submitted their EOIs.
7. By submitting an EOI, each respondent shall be deemed to acknowledge that it has carefully read all sections of this EOI, including all forms, schedules and Annexures hereto and has fully informed itself as to all existing conditions and limitations.
8. The proposal and all correspondence and documents shall be written in English.

3.2 EOI Response Requirements

1. The EOI Proposal Response shall be in accordance with the requirements and format specified in this document for each of the mentioned qualifying criteria as proof of having the minimum requirements.
2. Proposals must be direct, concise, and complete. Any information which is not directly relevant to this EOI should not be included.
3. The proposal should contain the copies of references and other documents as specified in the EOI.



4. Purchaser will not accept delivery of proposal in any manner other than that specified in this EOI. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.

3.2.1 Submission of EOI Proposal

1. Sealed proposal 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 EOI notice. In the event of the specified date for the submission of proposal being declared a holiday, the proposal will be received up to the appointed time on the next working day. Purchaser may, at its discretion, extend this deadline for submission of proposal by issuing corrigendum and uploading the same on eTendering system.
2. To view- EOI Notice, Detailed Time Schedule, EOI Document for this EOI and subsequently purchase the EOI Document and its supporting documents, kindly visit following eTendering website <https://mahatenders.gov.in/>.

3.2.2 Proposal Submission Format

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

Particulars	Instructions
Envelope A: Technical proposal	<p>The Respondent shall upload following through online submission process:</p> <ul style="list-style-type: none">▪ Scanned copy of Receipt of the EOI Fees▪ Scanned copy of Earnest Money Deposit (EMD) Receipt / Copy of Bank Guarantee <p>The Pre-qualification documents and Technical documents shall be prepared in accordance with the requirements specified in this EOI and the formats prescribed in this EOI. Each page of the Technical Proposal should be signed and stamped by the Authorized Signatory of the Respondent.</p>



Particulars	Instructions
	<p>Technical Proposal should be submitted through online submission process only.</p> <p>Hard copy of Bank Guarantee for Earnest Money Deposit (EMD) shall be submitted to below Officer before last date of submission.</p> <p>Account Officer, MBOCWW Board</p> <p>Maharashtra Building and Other Construction Workers Welfare (MBOCWW) Board</p> <p>MMTC House, 5th Floor, C-22, E Block,</p> <p>BKC, Bandra (E), Mumbai-51</p>

3. The proposal 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 proposal.
4. Proposals sent by courier / post shall be rejected.
5. The EOI purchased by the Respondents shall be submitted in original and countersigned by Respondent.

3.3 Opening of EOI Submissions

1. The Purchaser will open (online) the Proposals at the specified date and time and at the specified place as indicated in the EOI schedule
2. Authorised representatives of the Respondents, who have submitted Proposals on time may attend the EOI Submissions opening.



3.4 EOI Evaluation

3.4.1 Pre-Qualification Criteria

PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted
1.	The Respondent or All Members in the Consortium (in case of Consortium) shall be “A Company registered in India under the Companies Act 1956 or 2013 or The LLP Act 2008 since last 3 years.”	Certificate of Incorporation or Registration.	Form 3: General Profile of the Respondent
2.	The Respondent should have minimum average annual turnover of Rs.10 Crores during the financial years (FY 2017-2018, 2018-2019, 2019-2020 or FY 2018-2019, 2019-2020, 2020-2021).	Audited Balance sheet and Profit & Loss account statement of the Respondent for each of the last 3 audited financial years (FY 2017-2018, 2018-2019, 2019-2020). Provisional Balance Sheet of FY 2019-2020, 2020-2021 may be submitted in case unaudited. Certificate duly signed by Statutory Auditor of the Respondent or Certified Chartered Accountant for average annual Turnover for financial years (FY 2017-2018, 2018-2019, 2019-2020 or FY 2018-2019, 2019-2020, 2020-2021).	Form 5: Financial Capability of Respondent



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PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted
3.	The Respondent must have experience of successfully completed work for “Conducting Training or Skill Development programs for at least 7000 candidates in one project in Government Organizations in India in the last 5 years ending 31 st July, 2021”, as below.	Copy of Work Order and Client Certificate or Certificate from Statutory Auditor The supporting documents shall mandatorily mention the quantity and duration of the contract.	Form 4: Project details of the Respondent
4.	The Respondent must have valid ISO 9001 certificate as on proposal submission date.	Copy of valid certificates signed and stamped by the Authorized Signatory of the Respondent.	
5.	The Respondent must have a valid accreditation or direct contract with NSDC / MSSDS /SSC or any Central / State Government Organization involved in Skill Training.	Copy of valid certificates, from Accrediting Organization, signed and stamped by the Authorized Signatory of the Respondent.	
6.	The Respondent or All Members in the Consortium (in case of Consortium) 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 Proposal.	An Affidavit on Rs. 100/- stamp paper signed by the Authorized Signatory of the Respondent as per Annexure Form 10	Form 7: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted
7.	The Respondent or All Members in the Consortium (in case of Consortium)	Copy of GST registration certificate.	----



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PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted
	must have GST registration certificate as on last date of submission.		
8.	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: If ISO 9001 certificate is currently under issuance / renewal, same can be considered eligible only if the respective certification application for issuance / renewal is under process before date of issue of this EOI. The Respondent needs to submit the supporting document clearly indicating documents related to issuance/renewal along with certificate from the appointed certifying authority that the certification issuance / renewal is under process. The Respondent shall be required to submit valid certificate before award of contract.



3.4.2 Evaluation Framework

Sr. No.	Criteria	Evaluation Parameters		Max Marks	Documents Required
TE 1	Financial and Professional Strength (10 Marks)				
TE 1.1	The Respondent should have minimum average annual turnover of Rs. 10 Crores during the financial years (FY 2017-2018, 2018-2019, 2019-2020 or FY 2018-2019, 2019-2020, 2020-2021).	Avg. Turnover (Cr.)		10 marks	Audited Balance sheet and Profit & Loss account statement of the Respondent for each of the audited financial years. (FY 2017-2018, 2018-2019, 2019-2020 or FY 2018-2019, 2019-2020, 2020-2021).
		Rs. 10 Crores to Rs. 12 Crores	6		
		Rs.12 Crores to Rs. 15 Crores	8		
		More than Rs. 15 Crores	10		
TE 2	Relevant Respondent Experience (60 Marks)				
TE 2.1	The Respondent must have experience of successfully completed work for “Conducting Training or Skill Development programs in Government Organizations in India in the last 5 years ending 31 st July, 2021”, as below.	No. of Training or Skill Development programs having more than 7000 candidates		10 marks	Copy of Work Order and Client Certificate or Certificate from Statutory Auditor. The supporting documents shall mandatorily mention the quantity and duration of the contract.
		1 Projects	6		
		2 Projects	8		
		3 Projects and more projects	10		



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Sr. No.	Criteria	Evaluation Parameters		Max Marks	Documents Required
TE 2.2	The Respondent must have experience of successfully completed work for “Conducting Training or Skill Development programs for Unorganized Sector or Construction Workers in Government Organizations or Private Organizations in India in the last 5 years ending 31 st July, 2021”, as below.	No. of Training or Skill Development programs for Unorganized Sector or Construction Workers		15 marks	Copy of Work Order and Client Certificate or Certificate from Statutory Auditor. The supporting documents shall mandatorily mention the quantity and duration of the contract.
1 Project		10			
2 Projects		12			
3 Projects and more		15			
TE 2.3	The Respondent must have experience of successfully completed work for “Conducting Training or Skill Development programs in Government Organizations in India in the last 5 years ending 31 st July, 2021”, as below.	No. of Candidates covered under 1 project of Training or Skill Development programs		15 marks	Copy of Work Order and Client Certificate or Certificate from Statutory Auditor. The supporting documents shall mandatorily mention the quantity and duration of the contract.
7000 Candidates to 25,000 Candidates		10			
25,000 Candidates to 50,000 Candidates		12			
50,000 Candidates and more		15			



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Sr. No.	Criteria	Evaluation Parameters	Max Marks	Documents Required
TE 2.4	The Respondent must have experience of successfully completed work of at least 1 Training or Skill Development programs in Government Organizations in Maharashtra in the last 5 years ending 31 st July, 2021”, as below.	<div>No. of Training or Skill Development programs in Maharashtra</div> <div>At least 1 Project</div> <div>10</div>	10 marks	Copy of Work Order and Client Certificate or Certificate from Statutory Auditor
TE 2.5	The Respondent must have SSC certified trainers.	<div>Number of SSC Certified Trainers</div> <div>30 to 40 Trainers</div> <div>6</div> <div>40 to 50 Trainers</div> <div>8</div> <div>More than 50 Trainers</div> <div>10</div>	10 marks	Copy of valid certificates signed and stamped by the Authorized Signatory of the Respondent.
TE 3	Certifications (10 Marks)			
TE 3.1	The Respondent must have a valid accreditation or direct contract with NSDC / MSSDS /SSC or any Central / State Government Organization involved in Skill Training.	<div>Number of years of accreditation or direct contract</div> <div>1 Year to 2 Year</div> <div>6</div> <div>2 Year to 3 Year</div> <div>8</div>	10 marks	Copy of valid certificates signed and stamped by the Authorized Signatory of the Respondent.



Sr. No.	Criteria	Evaluation Parameters		Max Marks	Documents Required
		More than 3 Year	10		
TE 4	Presentation	Approach & Methodology		20 Marks	
		Total		100	

Note:

1. All the scanned copies of certificates/documents attached with the EOI should be stamped and signed by authorized person of the Respondent otherwise the EOI is liable to be treated as INVALID.
2. Declarations on stamp papers should be invariably duly attested by Notary Public otherwise the EOI is liable to be treated as INVALID.
3. Respondent shall produce original certificates/documents during scrutiny stage, if asked by concerned Tendering Purchaser.
4. In case Respondent has submitted any fraud information, samples, etc. regarding qualification criteria; then EMD of such Respondent shall be forfeited & necessary legal actions shall be initiated against such Respondent.

3.4.3 Consortium

1. Consortium may be allowed where Respondent can submit their proposal in Consortium with Mobilizing Agent, adhering to following conditions.
 - i. Consortia will consist of maximum two parties (including Respondent who will be Lead Bidder). The Respondent/Lead bidder shall be Training Partner, while Mobilizing Agent shall be Consortium Member.
 - ii. Respondent/Lead bidder would have the sole responsibility of ensuring the delivery of services.
 - iii. The Respondent/Lead bidder shall be authorized to incur liabilities and receive instructions for and on behalf of consortium member
 - iv. It shall be the sole responsibility of the Respondent/Lead bidder to ensure that the consortium member in the bid is compliant to all the relevant clauses mentioned in the bid, failing which bid can be disqualified.



- v. Any agency/respondent submitting an individual proposal or as part of consortium cannot be consortium member with another agency/respondent in separate proposal
2. The Mobilizing Agency would carry out critical activities such as Mobilization of trainees, End to End Support at the actual training site, Co-ordination with trainers and trainees, Authentication of trainees, Documentation and overall program management of the training program.

3.4.4 Evaluation of Pre-Qualifying Criteria and Marking for Evaluation Frame work

1. Evaluation of Pre-Qualifying Criteria and Marking for Evaluation Frame work shall be done as per EOI section 3.4.1 Qualification Criteria and 3.4.2 Evaluation Framework, respectively.
2. The evaluation of the technical proposal shall be done by Board. Technical evaluation conducted by the Board shall be final and binding on all the Respondents.
3. MBOCWW board shall determine whether each proposal is (a) complete, (b) is accompanied by the required information and documents and (c) is substantially responsive to the requirements set forth in the EOI document.
4. The MBOCWW Board may at its sole discretion, waive any minor informality or non-conformity or irregularity in a Proposal Document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Respondent.
5. Respondents who have qualified for all Pre-Qualification Criteria of this EOI document shall be evaluated and scored as per Evaluation Framework mentioned in Section 3.4.2.
6. Respondents will have to score at least 70% marks in Evaluation Framework mentioned in Section 3.4.2 to be considered for empanelment of agencies.

3.4.5 Notification of Award

Prior to the expiration of the period of proposal validity, MBOCWW board will notify the Successful Respondent that its proposal has been accepted. The notification of award will constitute the formation of the Contract. Upon the Successful Respondents, furnishing of Performance Bank Guarantee the purchaser may notify each unsuccessful Respondent.



3.4.6 Signing of Contract

1. At the same time as the MBOCWW board notifies the successful Respondents that its proposal has been accepted, MBOCWW board shall send the Respondents the Common Pro forma for Contract with all Respondents, incorporating all agreements between the MBOCWW board and Respondents. All Respondents shall agree and abide by Common Pro forma for Contract, without any deviations.
2. Within 15 working days of receipt of the Contract, the Successful Respondents 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.

3.4.7 Empanelment of Agencies

1. The empanelment of Agencies will be valid for a period of 3 years from the date of empanelment.
2. MBOCWW Board shall notify the Empanelled Agency with respect to allotment of trainee target (Numbers) for providing skill development training services, as per MBOCWW Board's requirement.



4. Annexures

4.1 Form 1: Covering Letter

Date: dd/mm/yyyy

To,

Secretary cum CEO, MBOCWW Board,

MMTC House,

5th Floor, C-22, E Block,

BKC, Bandra (E), Mumbai-51

Reference: EOI for Empanelment of Training Partners for Conducting Recognition of Prior Learning of Registered MBOCWW Construction Workers <EOI REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir,

We hereby offer to Conducting Recognition of Prior Learning of Registered MBOCWW Construction Workers as specified in this EOI at the prices specified in the proposal

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

- All the services/ deliverable shall be performed strictly in accordance with the EOI documents and we agree to all the terms and conditions in the EOI including all the corresponding addendums & corrigendum and any other work as may subsequently be mutually agreed between us and the Purchaser or its appointed representatives.
- We affirm that the entire contract period of the project is 3 years. We accept to abide by payment structure as mentioned in EOI section 2.8 (provided below).

Sr. No	Particular	Value (in Rs.)
1	Training Cost per candidate – Training duration of 15 days (120 hour) at the rate of Rs.49 per hour	5880



Sr. No	Particular	Value (in Rs.)
2	Post Training Assessment Cost per candidate	900

- We accept that there won't be any escalation/ increase in the final rate.
- We agree to abide by proposal for a period of 120 days from the last date of submission of proposal 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 EOI and the conditions of the contract applicable to the EOI. We do hereby undertake to provision as per these terms and conditions. The deviations from the requirement specifications of EOI items and schedule of requirements are only those mentioned in our response. The deviations from the terms and conditions of the EOI are only those mentioned in our response
- We hereby certify that the Respondent/Owner is a Director and the person signing the EOI is the constituted attorney.
- We do hereby undertake, that, until a formal contract is prepared and executed, this proposal, 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 proposal. 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 proposal 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 EOI.
- 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 EOI, 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 proposal 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 proposal



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and statements made therein are not true, incomplete or incorrect, we hereby
authorize MBOCWW Board to reject our proposal.

Signature of Authorized Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

E-mail :
address



4.2 Form 2: Technical Proposal Checklist

Checklist for Pre-Qualification Criteria

PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted	Document Submitted (Yes/No) with Page Nos
1.	The Respondent or All Members in the Consortium (in case of Consortium) shall be “A Company registered in India under the Companies Act 1956 or 2013 or The LLP Act 2008 since last 3 years.”	Certificate of Incorporation or Registration.	Form 3: General Profile of the Respondent	
2.	The Respondent should have minimum average annual turnover of Rs.10 Crores during the financial years (FY 2017-2018, 2018-2019, 2019-2020 or FY 2018-2019, 2019-2020, 2020-2021).	Audited Balance sheet and Profit & Loss account statement of the Respondent for each of the last 3 audited financial years (FY 2017-2018, 2018-2019, 2019-2020). Provisional Balance Sheet of FY 2019-2020, 2020-2021 may be submitted in case unaudited. Certificate duly signed by Statutory Auditor of the Respondent or Certified Chartered Accountant for average annual Turnover for financial years (FY 2017-	Form 5: Financial Capability of Respondent	



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PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted	Document Submitted (Yes/No) with Page Nos
		2018, 2018-2019, 2019-2020 or FY 2018-2019, 2019-2020, 2020-2021).		
3.	The Respondent must have experience of successfully completed work for “Conducting Training or Skill Development programs for at least 7000 candidates in one project in Government Organizations in India in the last 5 years ending 31st July, 2021”, as below.	Copy of Work Order and Client Certificate or Certificate from Statutory Auditor The supporting documents shall mandatorily mention the quantity and duration of the contract.	Form 4: Project details of the Respondent	
4.	The Respondent must have valid ISO 9001 certificate as on proposal submission date.	Copy of valid certificates signed and stamped by the Authorized Signatory of the Respondent.		
5.	The Respondent must have a valid accreditation or direct contract with NSDC / MSSDS /SSC or any Central / State Government Organization involved in Skill Training.	Copy of valid certificates, from Accrediting Organization, signed and stamped by the Authorized Signatory of the Respondent.		
6.	The Respondent or All Members in the Consortium (in case of Consortium) (in case of Consortium) should not be	An Affidavit on Rs. 100/- stamp paper signed by the Authorized Signatory of the	Form 7: Declaration for not being under an ineligibility	



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PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted	Document Submitted (Yes/No) with Page Nos
	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 Proposal.	Respondent as per Annexure Form 10	for corrupt or fraudulent practices or blacklisted	
7.	The Respondent or All Members in the Consortium (in case of Consortium) must have GST registration certificate as on last date of submission.	Copy of GST registration certificate.	----	
8.	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.	----	



Checklist for Evaluation Framework

Sr. No.	Criteria	Evaluation Parameters	Max Marks	Documents Required	Document Submitted (Yes/No) with Page Nos
TE 1	Financial and Professional Strength (10 Marks)				
TE 1.1	The Respondent should have minimum average annual turnover of Rs. 10 Crores during the financial years (FY 2017-2018, 2018-2019, 2019-2020 or FY 2018-2019, 2019-2020, 2020-2021).	Avg. Turnover (Cr.)		10 marks	Audited Balance sheet and Profit & Loss account statement of the Respondent for each of the audited financial years. (FY 2017-2018, 2018-2019, 2019-2020 or FY 2018-2019, 2019-2020, 2020-2021).
		Rs. 10 Crores to Rs. 12 Crores	6		
		Rs.12 Crores to Rs. 15 Crores	8		
		More than Rs. 15 Crores	10		
TE 2	Relevant Respondent Experience (60 Marks)				
TE 2.1	The Respondent must have experience of successfully completed work for “Conducting Training or Skill Development programs in Government Organizations in India in	No. of Training or Skill Development programs having more than 7000 candidates		10 marks	Copy of Work Order and Client Certificate or Certificate from Statutory Auditor. The supporting documents shall mandatorily mention the
		1 Projects	6		
		2 Projects	8		



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Sr. No.	Criteria	Evaluation Parameters		Max Marks	Documents Required	Document Submitted (Yes/No) with Page Nos
	the last 5 years ending 31 st July, 2021”, as below.	3 Projects and more projects	10		quantity and duration of the contract.	
TE 2.2	The Respondent must have experience of successfully completed work for “Conducting Training or Skill Development programs for Unorganized Sector or Construction Workers in Government Organizations or Private Organizations in India in the last 5 years ending 31 st July, 2021”, as below.	No. of Training or Skill Development programs for Unorganized Sector or Construction Workers		15 marks	Copy of Work Order and Client Certificate or Certificate from Statutory Auditor. The supporting documents shall mandatorily mention the quantity and duration of the contract.	
		1 Project	10			
		2 Projects	12			
		3 Projects and more	15			
TE 2.3	The Respondent must have experience of successfully completed work for “Conducting Training or Skill Development programs in Government Organizations in India in the last 5 years ending 31 st July, 2021”, as below.	No. of Candidates covered under 1 project of Training or Skill Development programs		15 marks	Copy of Work Order and Client Certificate or Certificate from Statutory Auditor. The supporting documents shall mandatorily mention the quantity and	
		7000 Candidates to 25,000 Candidates	10			



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Sr. No.	Criteria	Evaluation Parameters		Max Marks	Documents Required	Document Submitted (Yes/No) with Page Nos
		25,000 Candidates to 50,000 Candidates	12		duration of the contract.	
		50,000 Candidates and more	15			
TE 2.4	The Respondent must have experience of successfully completed work of at least 1 Training or Skill Development programs in Government Organizations in Maharashtra in the last 5 years ending 31 st July, 2021”, as below.	No. of Training or Skill Development programs in Maharashtra		10 marks	Copy of Work Order and Client Certificate or Certificate from Statutory Auditor	
		At least 1 Project	10			
TE 2.5	The Respondent must have SSC certified trainers.	Number of SSC Certified Trainers		10 marks	Copy of valid certificates signed and stamped by the Authorized Signatory of the Respondent.	
		30 to 40 Trainers	6			
		40 to 50 Trainers	8			
		More than 50 Trainers	10			



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Sr. No.	Criteria	Evaluation Parameters	Max Marks	Documents Required	Document Submitted (Yes/No) with Page Nos
TE 3	Certifications (10 Marks)				
TE 3.1	The Respondent must have a valid accreditation or direct contract with NSDC / MSSDS /SSC or any Central / State Government Organization involved in Skill Training.	Number of years of accreditation with NSDC / MSSDS /SSC		10 marks	Copy of valid certificates signed and stamped by the Authorized Signatory of the Respondent.
		1 Year to 2 Year	6		
		2 Year to 3 Year	8		
		More than 3 Year	10		
TE 4	Presentation	Approach & Methodology	20 Marks		
		Total	100		



4.3 Form 3: General Profile of the Respondent

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

#	Particulars	Respondent
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



4.4 Form 4: Project Details

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

Project Title: <i>(Attach separate sheet for each Project)</i>			
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 Training Provided			
Number of Candidates trained			
Project Value in INR			
Brief Description of Project:			
Referrals (Client side): Provide one referral only.			
Name			
Designation			
Role in the Project:			



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Contact Number	
----------------	--

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

Signature of Authorized Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

**E-mail
address :**



4.5 Form 5: Financial Capability

<On the letterhead of the Chartered Accountant >

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

Date: dd/mm/yyyy

To,

Secretary cum CEO, MBOCWW Board,

MMTC House,

5th Floor, C-22, E Block,

BKC, Bandra (E), Mumbai-51

Reference: EOI for Empanelment of Training Partners for Conducting Recognition of Prior Learning of Registered MBOCWW Construction Workers <EOI REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir/ Madam,

We have examined the books of accounts and other relevant records of <<Respondent>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover, Profit before Tax and Profit after tax for the three years i.e. from (FY 2017-2018, 2018-2019, 2019-2020 or FY 2018-2019, 2019-2020, 2020-2021) was as per details given below:

Information from Balance Sheets (in Indian Rupees)				
Section No.	2017-2018	2018-2019	2019-2020	2020-2021
Annual Turnover				
Profit Before Tax				
Profit After Tax				
Average Annual				



Invitation for Expression of Interest for Empanelment of Training Partners for Conducting Recognition
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Information from Balance Sheets (in Indian Rupees)				
Section No.	2017-2018	2018-2019	2019-2020	2020-2021
Turnover				

(Signature of the Chartered Accountant)

Name :

Designation :

Membership Number :

Date :

Company Seal :

Business Address :



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

Name	
Designation	
Address	
Mobile No	
Telephone	
E-mail address	

Signature of Authorized Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

E-mail :
address



4.7 Form 7: 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: EOI for Empanelment of Training Partners for Conducting Recognition of Prior Learning of Registered MBOCWW Construction Workers <EOI 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 proposal or convicted of economic offence in India for any reason as on last date of submission of the proposal.

We hereby also declare that

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



2. We have not been convicted under any Indian Penal Code or any law in force, for creating public injury to person or property or risk to public health as a part of execution of public procurement contract;
3. We have not been blacklisted/banned/debarred by any Government (State/Central) / Semi Government/ Corporation / PSU in India in last 3 years;
4. We have not violated the code of integrity in last 2 years;
5. Our Security Deposit or EMD or performance security deposit or any other deposit was not withheld (fully or partly) by the purchaser during any procurement process or contract execution undertaken by purchaser in last 2 years;
6. We have not withdrawn our 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 :



Invitation for Expression of Interest for Empanelment of Training Partners for Conducting Recognition
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Address :

Telephone :

**E-mail
address :**



4.8 Form 8: 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 Empanelled Agency)(hereinafter referred to as the “ Empanelled 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 EOI Documents number (insert reference number of the EOI Documents) dated (insert date of issue of EOI Documents) And various other documents forming part thereof,

AND WHEREAS one of the conditions of the Contract is that the Empanelled 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 Empanelled 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 Empanelled 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 Empanelled Agency and in consideration of the promises made by the Empanelled 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 Empanelled 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 PGB 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 Empanelled 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 Empanelled 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 Empanelled 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 affected.

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 Empanelled Agency's obligation against which this bank guarantee is given are not completed or fully performed by the Empanelled Agency within the period prescribed under the Contract, on request of the Empanelled Agency, the Bank hereby agrees to further extend the bank guarantee, till the Empanelled 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.