



REQUEST FOR BID

(Open E - Tender)

Hiring of Vehicles on Monthly and On Call Basis for MSRLM.

Tender Ref No.: MSRLM/SMMU/Hire Vehicle /2018

eTender ID: 2018_MSRLM_367955

Date: 31/10/2018

Issued by:

**UMED - Maharashtra State Rural Livelihood Mission
Rural Development & Water Conservation Department
Government of Maharashtra**

5th Floor, CIDCO Bhawan, CBD Belapur (South Wing)

Navi Mumbai – 400 614

Tel: 022 27562552

Website: <http://www.umed.in>

Disclaimer

- 1 The Chief Executive Officer of Maharashtra State Rural Livelihoods Mission (MSRLM), hereinafter referred to as “Tender Inviting Authority (TIA) has issued this Notice Inviting Tender (hereinafter referred to as the Tender Document) for **providing Vehicles on Monthly and on call basis to State Mission Management Unit of MSRLM.**
- 2 This tender document has been prepared with intent to invite prospective applicants/bidders and to assist them in making their decision of whether or not to submit a bid. It is hereby clarified that this tender is not an agreement and the purpose of this tender is to provide the bidder(s) with the information to assist them in the formulation of their bids. This tender document does not purport to contain all the information bidders may require. This tender may not be appropriate for all persons or entities and it is not possible for the TIA to consider the investment objectives, financial situation and particular needs of each bidder.
- 3 MSRLM has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. The interested bidders are required to make their own inquiries so that they do not solely rely on the information contained in this tender document in submitting their bids. This tender document includes statements, which reflect various assumptions and assessments arrived at by the TIA 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 tender is not an agreement by or between the TIA and the prospective bidders or any other person and the information contained in this document is provided on the basis that it is non-binding on the TIA, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. The TIA 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 tender document. Each bidder is advised to consider this document as per his understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in this document before bidding. The bidders are also requested to go through this tender document in detail and bring to notice of the TIA, any kind of error, misprint, inaccuracies, or omission in the document. The TIA 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. It also reserves the right to decline to discuss the project further with any party submitting a bid.

- 5 No reimbursement of cost of any type will be paid to persons or entities submitting a bid. 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 the TIA or any other costs incurred in connection with or relating to its bid.
- 6 This issue of tender does not imply that the TIA is bound to select and technically qualify bids or to appoint the selected bidder, as the case may be, for the project and it reserves the right to reject all or any of the bids without assigning any reasons whatsoever.
- 7 The TIA may, in its absolute discretion but without being under any obligation to do so, update or amend the information contained in this tender document before bid submission deadline.
- 8 The TIA, 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 tender document or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to be part of this document or arising in any way with eligibility of bidder for participation in the bidding process) towards any Applicant or bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.
- 9 The TIA also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any bidder upon the statement contained in this tender document.
- 10 Interested bidders, after careful review of all the clauses of this 'Notice Inviting Bid', are encouraged to send their suggestions in writing to the TIA. Such suggestions, after a review, may be incorporated into this tender document as a corrigendum, which shall be uploaded onto the e-tendering website <https://mahatenders.gov.in>.
- 11 All eligible bidders need to be registered on the following portal to generate login credentials and to download the bid documents for online bid preparation / decryption etc. <https://mahatenders.gov.in>.

1. Invitation of Bid

- a) DeenDayal Antyodaya Yojana, National Rural Livelihoods Mission (DAY-NRLM) is an ambitious mission mode programme launched by Ministry of Rural Development, Government of India for eradication of rural poverty. Maharashtra State Rural Livelihoods Mission is established to implement DAY-NRLM. DAY-NRLM is funded jointly by Government of India & Government of Maharashtra. DAY-NRLM aims at creating efficient and effective institutional platforms of the rural poor enabling them to increase household income through sustainable livelihood enhancements and improved access to financial and public services. Maharashtra State Rural Livelihoods Mission intends to apply a portion of the proceeds to make payments under the contract for the following services.
- b) The Maharashtra State Rural Livelihoods Mission (MSRLM) has been launched in Maharashtra in July 2011 as a registered organization under the aegis of the National Rural Livelihoods Mission (NRLM) – Aajeevika - endeavors to impact rural poverty through a range of comprehensive and strategic livelihoods interventions in a time bound manner. The Mission aims at eradication of rural poverty by building sustainable institutions of poor and ultimately leading them to sustainable livelihoods. The Mission will engage poor and marginalised communities intensively in these 26 districts, whereas the remaining 8 districts in the state will be covered under a non-intensive intervention strategy in a phased manner.
- c) To begin with 26 districts have been identified that include Palghar, Thane, Ratnagiri, Sindhudurg, Solapur, Osmanabad, Parbhani, Latur, Beed, Jalna, Hingoli, Nanded, Nashik, Nandurbar, Jalgaon, Dhule, Amravati, Buldhana, Akola, Washim, Yawatmal, Wardha, Gadchiroli, Gondia, Chandarpur and Bhandara as the intensive districts for the National Rural Livelihoods Mission (NRLM) and 254 blocks have been identified. The Mission is implemented through a three-tier structure comprising a State Mission Management Unit, District Mission Management Unit and Block Mission Management Unit.
- d) MSRLM is looking for agencies to provide vehicles on monthly and on call basis for State Mission Management Unit ,5th Floor, CIDCO bhavan, CBD Belapur, Navi Mumbai-400614 on rental basis for official work within the state of Maharashtra.
- e) The bidders are advised to study this tender document carefully, before submitting their bids in response to this Notice Inviting Tender. The submission of a bid in response to this tender shall be deemed to have been done after careful study and

examination of this document with full understanding of its terms, conditions and implications.

- f) The complete tender document has been published on <https://mahatenders.gov.in>. The downloaded bid document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and EMD.
- g) The bidder's (authorized signatory) shall submit their offer online in electronic formats for Technical and Financial bids. The tender document fees, and Earnest Money Deposit (EMD) should be submitted online as per the details provided in the bid document.
- h) The TIA will not be responsible for any delay or error in online submission due to any reason. For this, bidders are requested to upload the complete required bid documents well in advance so as to avoid issues like slow speed, or any other unforeseen problems. For queries related to bid submission, the bidders may contact the helpdesk given on <https://mahatenders.gov.in>
- i) The bidders are also advised to refer "Bidders Manual Kit" available on <https://mahatenders.gov.in> for further details regarding the e-tendering process.

2. Key Events and Dates

Sr. No.	Information	Details
1.	Date & Time for Commencement of Downloading Tender Document	Date: 31/10/2018 Time: 11.30 AM
2.	Tender Reference Number	MSRLM/SMMU/Hire Vehicle /2018
3.	eTender ID	2018_MSRLM_367955
4.	Last date & Time for sending requests for clarifications	Date: Time:
5.	Date, Time and place of Pre- Bid Conference	Date: 13/11/2018 Time: 11.30 AM
6.	Last date & time for downloading the Tender document	Date: 19/11/2018 Time: 11.30 AM
7.	Last Date (deadline) & Time for submission of bids	Date: 19/11/2018 Time: 11.30 AM

8.	Date and Time for Opening of technical bids	Date: 20/11/2018 Time: 11.30 AM
9.	Date and Time for Opening of Financial bids	Will be published on https://mahatenders.gov.in
10.	Address for Communication	State Mission Manager-Procurement Maharashtra State Rural Livelihoods Mission, 5 th Floor, CIDCO Bhavan (South Wing), CBD Belapur, Navi Mumbai – 400614, Maharashtra Email:pravingodse.msrlm@gmail.com

3. Other Important Information related to Bid

Sr. No.	Information	Details
1.	Tender Fee	Rs. 12000/- (Rupees twelve thousand only) to be paid online on the e-tendering portal at the time of submission of the tender. <i>Exemption from tender fee is applicable as per latest Government of Maharashtra resolutions / notifications. Bidders should submit relevant documents or claiming exemption.</i>
2.	Earnest Money Deposit (EMD) (to be paid online)	Rs. 1,20,000/- (Rupees one lakh twenty thousand only) to be paid online on the e-tendering portal at the time of submission of the tender. <i>Exemption from EMD is applicable as per Government of Maharashtra resolutions / notifications. Bidders should submit relevant documents or claiming exemption from EMD</i>
3.	Bid Validity Period	90 days from the date of opening of the technical bid
4.	Performance Security	5 % of the total value of the contract for one year
5.	Last date for furnishing Performance Security in the form of Bank Guarantee or Demand Draft	Within two weeks from the date of award of contract / supply order. The Performance Security shall be valid for 30 days after the completion of contract.

R.Vimala IAS
Chief Executive Officer
Maharashtra State Rural Livelihoods Mission

4. Instructions to Bidders

This section includes all the important information required to bid for this project.

A. General Information and Guidelines

1. The TIA invites bids from eligible bidders as per the criteria defined in clause of this tender document.
2. Any contract that may result from this bidding process will be effective from the date of Signing of Contract and shall, unless terminated earlier in accordance with its terms, continue for a period of one year which may be extended by one year as per the decision taken by the TIA based on performance of the bidder.
3. The TIA reserves the right to extend the Term on mutually agreed terms at the sole discretion of the TIA, subject to any obligations under applicable law.
4. All information supplied by the bidders may be treated as contractually binding on the bidders, on the successful award of the assignment by the TIA on the basis of this tender document.
5. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the TIA. Any notification of preferred bidder status by the TIA shall not give rise to any enforceable rights by the bidder. The TIA may cancel this public procurement at any time prior to a formal written contract being executed by or on its behalf.
6. No bidder shall submit more than one Bid for this tender.

B. Consortium Conditions: Not Applicable.

C. Tender Document Fees

The bidders are requested to pay a Tender fee specified in clause 3 through the e-Tender Portal's Payment Gateway. The Tender fee is non-refundable. The tender document can be downloaded free of cost from the portal: <https://mahatenders.gov.in>, on registration. The bids that are not accompanied by the tender fee shall be considered non-responsive and will be rejected.

D. Earnest Money Deposit (EMD)

The bidders are requested to deposit the EMD as mentioned in clause 3 through the Online Payment Gateway as integrated in the <https://mahatenders.gov.in> e-tendering solution.

1. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
2. The EMD should be valid for 180 days from the date of technical bid opening.
3. The bids submitted by bidders who are not exempted as mentioned above and without the prescribed EMD, will be rejected.
4. The Unsuccessful bidder's EMD will be returned within 120 days from the date of opening of the commercial bid.
5. The EMD of successful bidder will be returned after the award of contract and submission of the Performance Security in the form of Bank Guarantee / Demand Draft within specified time and in accordance with the format given in the tender document.
6. The EMD may be forfeited:
 - a. If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b. If successful bidder fails to sign the Contract or to furnish Performance Security in the form of Bank Guarantee / Demand Draft within specified time in accordance with the format given in the tender document.
 - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the TIA regarding forfeiture of the EMD shall be final and binding upon bidders.
 - d. If during the bid process, any information is found false/fraudulent/mala fide, then the TIA shall reject the bid and, if necessary, initiate action.

E. Contact Details

For any clarifications & communication with regards to the tender document, the bidders are expected to communicate at the contact information provided below:

S. No	Particulars	Details
1	Name & Designation	Pravin Godse State MissionManager -Procurement
2	Office Address	Maharashtra State Rural Livelihoods Mission, 5th Floor, CIDCO Bhavan (South Wing),CBD Belapur, Navi Mumbai – 400614
3	Email ID	pravingodse.msrlm@gmail.com

4	Phone No.	Phone: 022-27562552/54
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F. Pre-Bid Queries and Pre-Bid Meeting

The TIA will host a Pre-Bid Meeting for queries, if any, by the prospective bidders. The date, time and place of the meeting are specified in clause 2. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarifications or additional information, necessary for them to submit their bid. The bidders shall send their pre-bid queries as per the schedule specified in the tender document clause 2. The response to the prebid queries will be published on <https://mahatenders.gov.in>. **No telephonic queries will be entertained.** This response of the TIA, against the Pre-Bid queries, shall become integral part of tender document.

G. Response to Pre-Bid Queries / Corrigendum / Amendment to the Tender

At any time prior to the deadline (or as extended by the TIA) for submission of bids, the TIA for any reason, whether at its own initiative or in response to clarifications requested by the bidder, may modify the tender document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this tender. Such supplements, amendments / corrigendum to the tender document, issued by the TIA would be displayed on <https://mahatenders.gov.in>. and shall be deemed to be incorporated by this reference into this tender document.

Any such supplement / corrigendum / amendment will be binding on all the bidders. The TIA will not be responsible for any misinterpretation of the provisions of this tender document on account of the bidders' failure to update the bid documents based on changes announced through the website.

In order to allow bidders a reasonable time to take the supplement / corrigendum / amendment(s) into account in preparing their bids, the TIA, at its discretion, may extend the deadline for the submission of bids.

H. Completeness of Response

- a) The bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

- b) The response to this tender should be full and complete in all respects. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of its bid

I. Bid Preparation Cost

The bidder shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by the TIA to facilitate the evaluation process, and in negotiating a definitive Service Agreement (SA) and all such activities related to the bid process. This tender document does not provide any kind of commitment on behalf of the TIA, to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the Contract for implementation of this project.

J. Right to Termination

The TIA may terminate the bid process at any time and without assigning any reason. The TIA makes no commitments, expressed or implied that this process will result in a business transaction with anyone. This tender document does not constitute an offer by the TIA. The bidder's participation in this process may result in the TIA selecting the bidder to engage towards execution of the contract. In the event of such termination, EMD of all bidders shall be returned, without any interest.

K. Authentication of Bids

The original bid will be signed by a bidder's person duly authorized to bind the bidder to the Contract. The bid will then be uploaded on the e-tendering portal.

L. Interlineation of Bids

The bid shall contain no interlineations or erasures. In case of any overwriting, the place needs to be signed by the Authorized signatory.

M. Late Bids

Deleted

N. Patent Claim

In the event of any claim asserted by a Third Party/ Distributors /Suppliers /Agents /Authorized dealers of infringement of copyright, patent, trademark or industrial design rights or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and the TIA is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for such compensation, including all expenses, costs associated with court cases and lawyer fees etc. The TIA shall give notice to the successful bidder on any such claim and recover it from the bidder, if required.

5. Eligibility Criteria

The bidders shall fulfill all of the following eligibility criteria independently, as on the date of submission of bid.

- a) Bidder should be a Proprietary firm /Partnership firm/Limited Company/Corporate body legally constituted and should be registered with the appropriate registration authority;
- b) Bidder must have a minimum average annual turnover of Rs. 50 lakhs during last three financial years (FY 2015-16, 2016-17 & 2017-18).
- c) Bidder should be registered under GST
- d) Bidder should have PAN
- e) Bidder should have at least four tourist vehicles registered on his/her name & the model should not be earlier than January 2017.
- f) Bidder should have at least 3 years of experience in the tour and travels business for providing vehicles on rental basis to the Government Sector/ semi government /corporation / government undertaking/Private organization.
- g) Bidder has not been found guilty and has not been blacklisted or debarred by any State Government or Central Government Department/ Union Territory/ Local Authority/ Central and State Government Undertaking or Government Organizations for providing as on the date of submission of bid

5. Bid Submission Instructions

A. Online Bid Submission

1. To view- Tender Notice, Detailed Time Schedule, Tender Document its supporting documents etc., kindly visit following e-Tendering website <https://mahatenders.gov.in>

2. The bidder shall submit the bid online through e-tendering Portal <https://mahatenders.gov.in>
3. The bids submitted, shall comprise Technical and Financial envelopes. The bidder should ensure that all the required documents, as mentioned in this tender document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejection of the bid submitted by the bidder.
 - a) It is required that all the bids submitted in response to this tender document should be unconditional in all respects, failing which the TIA reserves the right to reject the Bid.
 - b) It shall be the responsibility of the bidder to re-check that each page of the requisite document uploaded as a part of the bid is stamped and duly signed by an authorized signatory
 - c) Modification and Withdrawal of Bids -
 1. Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
 2. Resubmission of bid shall require uploading of all documents including price bid a fresh.
 3. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
 4. The Bidder can withdraw its bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Officer Inviting Bid citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.
 - d) The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

B. Technical Bid Envelop

Following documents should be submitted online as per the instructions on the portal and in this tender document.

1. Tender Form as per Annexure-1.
2. Details of the firm in Annexure-2 along with vehicles documents

3. Turnover certificate issued by chartered accountant firm for the FY 2015-16, 2016-17 & 2017-18 in Annexure-4.
4. GST registration certificate
5. PAN card copy
6. Performance statement for last 3 years in the format given in Annexure-3 supported by copies of purchase orders/satisfactory certificates issued by the clients/Invoice copies.
7. Declaration on non-judicial stamp paper of Rs.100/- specifying that the bidder provider has not been found guilty and has not been blacklisted or debarred by any State Government or Central Government Department/ Union Territory/ Local Authority/ Central and State Government Undertaking or Government Organizations for providing as on the date of submission of bid. (Annexure-6)

C. Financial Bid Envelop

1. Financial /price offer must be submitted online at <https://mahatenders.gov.in> as per the instructions on the portal.
2. Rates should be quoted in the financial bid format as per Annexure-5 of this tender document and in accordance to the details and terms and conditions as mentioned in this tender document (hence, the bidder is expected to understand the tender in all respects).
3. The rates quoted and accepted will be binding on the Tenderer for the stipulated period and on no account any revision will be entertained till the completion of the agreement period
4. Any taxes to be deducted at source by MSRLM at the rate fixed by the appropriate Govt. i.e. State/ Central shall be deducted at the time of payment against the services.

D. Validity of Bid

The bid shall be valid for a period specified in clause 3. A bid valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at its discretion, the TIA may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by email.

E. Corrections / errors in Commercial Bid

1. The bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the last date for submission of bids.
2. The quoted price shall be corrected for arithmetical errors by TIA.
3. The amount stated in the financial bid, adjusted in accordance with the above procedure and as stated in Annexure-5 of this tender document, shall be considered as binding on the bidder for evaluation.

F. Price and Information

1. All the prices will be in Indian Rupees.
2. The prices, once offered, must remain fixed and must not be subject to change for any reason whatsoever within the period of the validity of the bid and the contract. No revision of the fee shall be made on account of any variations in costs of labor and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. A bid submitted with an adjustable price quotation or conditional bid shall be rejected as non-responsive.
3. All costs incurred due to delay of any sort, which is attributable to the bidder, shall be borne by the bidder.
4. The price quoted by the bidders shall be valid for a period of one year.

G. Language

The bid should be submitted by the bidder in English language. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidders. For purposes of interpretation of the bid, the English translation shall govern. If any documentary evidence for 'Experience' is in other languages, a true translation of the copy, attested by Notary shall be enclosed.

H. Conditions under which Tender is issued

1. This tender document is not an offer and is issued with no commitment. The TIA reserves the right to withdraw the tender document and change or vary any part thereof, at any stage. The TIA reserves the right to disqualify any bidder, should it be so necessary at any stage.

2. The timing and sequence of events resulting from this tender document shall ultimately be determined by the TIA.
3. No verbal conversations or agreements with any official, agent, or employee of the TIA shall affect or modify any terms of this tender document and any alleged verbal agreement or arrangement made by a bidder with any agency, official or employee of the TIA shall be superseded by the definitive agreement that results from this tender process. Verbal communications by the TIA to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than the TIA.
4. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against the TIA or any of their respective officials, agents, or employees arising out of or relating to this tender document or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
5. Until the Contract is awarded and during the validity of the Contract, bidders shall not, directly or indirectly, solicit any employee of the TIA to leave the office or any other officials involved in this tender process in order to accept employment with the bidder, or any person acting in collusion with the bidder, without prior written approval of the TIA.

I. Right to the content of Bids

All bids and accompanying documentation of the Technical bids will become the property of the TIA and will not be returned after opening of the Technical bids. The TIA is not restricted in its rights, to use or disclose any or all of the information contained in the bid and can do so without compensation to the bidders. The TIA shall also not be bound by any language in the bid indicating the confidentiality of the bid, or any other restriction on its use or disclosure.

J. Non-Conforming Bid

A bid may be construed as a non-conforming bid and ineligible for consideration if:

1. It does not comply with the requirements of this tender document.
2. It does not follow the format requested in this tender document or does not appear to address the requirements as specified by the TIA.

K. Disqualification

The bid is liable to be disqualified in the following cases or in case the bidder fails to meet the requirements as indicated in this tender document:

1. The bid is not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming bid.
2. During the validity of the bid, or its extended period, if any, the bidder increases the quoted prices.
3. The bidder qualifies the bid with own conditions.
4. The bid is received in an incomplete form, offered product sample received after due date not accompanied by all the requisite documents, or the bidder has quoted only for a part of the project.
5. The information submitted in the Technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage) or during the tenure of the Contract including the extension period, if any.
6. The Commercial bid is enclosed with the Technical bid.
7. The bidder tries to influence the bid evaluation process by unlawful /corrupt / fraudulent means at any point of time during the tender process.
8. In case any one bidder submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified,
9. The bidder fails to deposit the Performance Security in the form of Bank Guarantee or Demand Draft or fails to enter into a Contract within 15 Days of the date of issue of Letter of acceptance /Supply order or within such extended period, as may be specified by the TIA.
10. Any form of canvassing / lobbying / influence / query regarding short listing etc. will be treated as disqualification. While evaluating the bids, if it comes to the TIA's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of bid, then the bidders so involved are liable to be disqualified for this Contract as well as for a further period of four years from participation in any of the tenders floated by the TIA.
11. If the Technical bids contains any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

L. Acknowledgement of Understanding

By submitting the bid, each bidder shall be deemed to acknowledge that bidder has carefully read all sections of this tender document, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

6. Bid opening and Evaluation process

A. Bid Opening

On the date and time specified in the tender notice following procedure will be adopted for opening of tender for which tenderer is free to attend him self or depute an authorized officer as his representative.

B. Opening of Technical Envelop /Bid

Technical envelope / bid of the bidders will be opened in the presence of tender opening authority through- e tendering procedure.

C. Evaluation of Technical Bid

The evaluation of the technical bids will be carried out in the following manner:

1. The bidders' technical bid will be evaluated as per the qualification criteria spelt out in clause 5. The bidders are required to submit all required documentation in support of the criteria specified as per the formats specified in this tender document for technical evaluation.
2. In any case, in the event of any deviation from the factual information provided by the bidder in technical bid, the deviation can reject the bid and also ban the bidder from participation in any future tenders in the state of Maharashtra.
3. At any time during the bid evaluation process, the committee may seek verbal / written clarifications from the bidders. The committee may seek inputs from their professional experts in the evaluation process. The committee or authorized representative(s) have the rights to inspect the unit of the bidders who have submitted tenders, before taking any decision regarding empanelment.

4. The committee reserves the right to do a reference check of the past experience stated by the bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
5. The technically shortlisted bidders will be informed of the date and venue of the opening of the commercial bids through a written communication.

D. Opening of Commercial/Financial Bid)

This envelope of technically qualified bidders shall be opened as per e-tendering procedure after opening of technical bids. The date and time of opening of commercial bids will be communicated to the eligible bidders.

7. Award Criteria

- a) TIA will award the Contract to the bidder who has quoted lowest cost (L1 Bidder) i.e. total amount quoted for all the packages
- b) The TIA reserves the right to accept or reject any tender without assigning any reason.
- c) If at any time during the period of contract, the price of tendered item is reduced or brought down by any Law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform the TIA / Purchaser immediately about such reduction in the contracted prices. The TIA / Purchaser is empowered to reduce the rates accordingly.

8. Right to accept any Bid and to reject any or all Bids

The TIA reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the TIA's action.

9. Notification of Award

- a. Before expiry of the bid validity period, the TIA will notify the successful bidder(s) in writing, by registered / speed post or by fax or by email that its bid has been accepted by the Tender Inviting Authority also briefly indicating therein the essential details like description, specification & services and corresponding

accepted prices. This notification is undertaken by issuing a Letter of Acceptance (LOA) by the Tender Inviting Authority.

- b. The successful bidder, upon receipt of the LOA, shall furnish the required performance security if required in the form of Bank Guarantee or Demand Draft and submit an agreement in the prescribed format within ten days, failing which the EMD will be forfeited and the award will be cancelled.
- c. The Notification of Award shall constitute the formation of the Contract.

10.Contract Period

The contract shall be initially for a period of one year and may be extended for a further period of one-year subject to satisfactory performance at the discretion of competent authority of MSRLM on the same terms and conditions or with some addition/ deletion/ modification. However, CEO, MSRLM reserves the right to terminate the contact at any time with out assigning any reasons by giving a one-month notice to the contracting agency/firm/company

11.Agreement:

Successful bidder will have to execute an agreement on non-judicial stamp paper of Rs. 100/-(stamp duty to be paid by tenderer) in favour of Maharashtra State Rural Livelihoods Mission within 15 days from the date of intimation received by them from MSRLM that their tenders have been accepted.

12.Performance Security Deposit

- a) The successful bidder shall at his own expense, deposit with the TIA, a Performance Security in the form of Bank Guarantee or Demand Draft of value mentioned in the clause 3.
- b) The TIA shall also be entitled to make recoveries from the Performance Security on the following grounds:
 - 1. Any amount imposed as a fine for irregularities Committed by the bidder.
 - 2. Any amount which the TIA becomes liable to the Government /Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
 - 3. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.

4. Any other outstanding amount.
- c) Once the amount under this clause is debited, the bidder shall reimburse the performance security to the extent the amount is debited within 15 days of such debit by the TIA failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Security in favor of the TIA.
- d) The Earnest Money deposited at the time of bid submission would be given back without interest to the bidder on payment of Performance Security in the form of Bank Guarantee or Demand Draft as per the details specified in this tender document

13. Penalty

A penalty of Rs. 1000/- per day may be levied if bidder fails to meet any of the terms and conditions specified in the scope of work.

14. Force Majeure

The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Force Majeure shall not cover the price fluctuation of components.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of the TIA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the successful bidder shall promptly notify the TIA in writing of such conditions and the cause thereof. Unless otherwise directed by the TIA in writing, the successful bidder 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.

15.Payment Terms:

The payment will be made on monthly basis within two weeks from the date of submission of pre-receipted bills duly supported by duty slip(s) for on call basis and log sheet(s) for monthly basis vehicle duly signed by the concerned officers

Applicable GST will be paid separately on submission of original invoice.

16.Schedule of Requirement:

Please refer to Annexure-A

Annexure –A

Schedule of requirement and scope of work

State mission management unit of Maharashtra State Rural Livelihoods Mission required commercial tourist vehicles on monthly and on call basis for the official work for the period of 12 Months. The details of vehicle requirement are given below.

A) On monthly basis:

Type of Vehicle	AC/ Non-AC	*Required Qty
Honda City or equivalent	Air Conditioned	1 Vehicle per Month
Innova or Equivalent	Air Conditioned	2 Vehicles per Month
Scorpio or Equivalent	Air Conditioned	2 Vehicle per Month
Swift Dzire / Xcent or equivalent Car	Air Conditioned	1 Vehicle per Month
Swift or equivalent	Air Conditioned	1 Vehicle per Month

B) On call basis local use:

Vehicle	AC/Non-AC	*Required Qty
Scorpio-or Equivalent	Air Conditioned	2 Vehicle in a month
Innova or Equivalent	Air Conditioned	1 Vehicle in a month
Swift Dzire / Xcent or equivalent Car	Air Conditioned	2 Vehicle in a month
Swift or equivalent	Air Conditioned	2 Vehicle in a month

C) On call basis for out station use:

Vehicle	AC/Non-AC	*Required Qty
Scorpio-or Equivalent	Air Conditioned	2 Vehicle in a month
Innova or Equivalent	Air Conditioned	1 Vehicle in a month
Swift Dzire / Xcent or equivalent Car	Air Conditioned	2 Vehicle in a month
Swift or equivalent	Air Conditioned	2 Vehicle in a month

*Requirement of number of vehicles and vehicle days are given for evaluation purpose only. It will change during implementation as per actual requirement.

Bidders should quote rate based on the following terms;

A) Monthly basis:

- Minimum running 2000 KM & 300 Hrs duty in a month (Local & out station)
- Rate / KM over and above 2000 KM
- Extra hours over and above 300 Hrs

B) On call basis for local use:

- Minimum running 150 KM & 6 Hrs duty / Day
- Rate / KM over and above 150 KM/ Day
- Extra hours over and above 6 Hrs/ Day

C) On call basis for out Station:

- a. Minimum running 300 KM / Day (24 Hrs)
(24 hrs will be calculated from the starting time of journey to end time of journey).
- b. Rate / KM over and above 300 KM.
- c. No halt & extra hour charges will be paid.
- d. No lodging & boarding arrangement will be made for driver by MSRLM

General Terms & Conditions:

1. The vehicles to be supplied should be in excellent condition mechanically as well as getup wise i.e. outer look / upholstery etc. should be decent looking and are well maintained during the contract period. The vehicle should not be earlier than January 2017 at any point of contract.
2. The selected bidder shall provide immediate replacement for the breakdown vehicle with same level of vehicle.
3. In case a vehicle is requisitioned and the same does not reach at the designated time and place, MSRLM will be free to call required vehicle from any other supplier from open market and the expenses on this account will be debited to the Contractor or will be recovered from the dues / pending bills etc.
4. The selected bidder shall bear all expenses required for keeping the vehicles in smooth running condition such as fuel, lubrication oil, consumables, necessary spares, maintenance, driver's salary etc.
5. All applicable taxes, permits, license, comprehensive insurance and any other documents for operating the vehicle commercially should be fully paid and should be available in the vehicles.
6. The vehicle is required on all working days normally for 12 hours. Vehicle may be required on Sundays & other holidays on demand as per the requirement. Sunday and other Gazetted holidays will be covered in the definition of monthly basis.
7. Any change in vehicle or driver will be allowed only in exceptional circumstances and that to with the prior information/approval of Desk Officer, MSRLM.
8. Driver to be provided must possess valid driving license having minimum three years' experience. The agency bidder should submit the photocopies of licenses at the time of contract.
9. The drivers of the vehicles deployed should be fully conversant with the routes of local areas and the suburbs and should possess valid driving license (T) in his name. The drivers must wear uniform while on duty, proficient in speaking local languages, well mannered, courteous with proven integrity, healthy personal habits and should always

carry a mobile phone with him. In the event of misbehaviour on the part of drivers, MSRLM may impose penalty as deemed fit on the contracting agency/firm/company including replacement of Driver.

10. The vehicle must be made available at any given time and day as informed. The vehicle should report to the place of requirement as per directions of the office. The mileage will be counted from the place where the duty starts upto the place where the duty ends and the billing will be effected from the place of reporting and relieving.
11. MSRLM will not be responsible for any loss, damage or accident to the vehicle or to any other vehicle or injury.
12. If there is any breakdown of the vehicle, selected bidder should provide a substitute equivalent vehicle immediately.
13. Selected bidder shall pay the parking /Toll charges during the official use and the same shall be reimbursed by MSRLM after submitting the bill.
14. The selected bidder shall provide services continuously as per the award of contract. In case of discontinuation of services by the contractor in the middle of the period or non-satisfactory services, breach of any terms and conditions of the contract, non-compliance of the orders of competent authority, etc. the contractor shall be liable for necessary legal action and the contracting agency/firm/company shall also forfeit their performance security deposit.
15. The drivers provided by the selected bidder shall be employee of the selected bidder only and there is no Master and Servant or Employer and Employee relationship between drivers provided by the selected bidder and MSRLM. Further the said drivers of the selected bidder shall not claim any employment, engagement or absorption in MSRLM.
16. The selected bidder should obey statutory requirement
17. Applicable GST will be paid extra on submission of invoice.
18. Applicable tax would be deducted at source.
19. Rates quoted should be valid for a period of one year from the date of award of contract. No revision in quoted rates on account of increase in fuel charges, spare costs, taxes etc. will be entertained.
20. Log Book should be maintained for each vehicle and should be updated daily.
21. No advance will not be paid for whatever reason.
22. selected bidder will be responsible for drivers lodging, boarding and any other expenses during his duty.
23. Minimum charges will be paid if running of the vehicle is less than the agreed norms.
24. The selected bidder will abide by all statutory requirements prevailing in the state of Maharashtra.

25. In case of any dispute arising out / relating to interpretation of terms of conditions or functioning of the selected bidder vis-a-vis the MSRLM, MSRLM shall be the sole authority to decide the arbitrator. The agency agrees to execute all documents, which may be required by the MSRLM in this regard.
26. The selected bidder shall not be allowed to transfer, assign, pledge or sub-contract its responsibilities, rights and liabilities under this contract to any other agency without prior written consent of MSRLM.
27. The selected bidder shall get suitable instructions from Designated Official of MSRLM and shall provide the services promptly as per requirement.
28. The selected bidder should be in a position to supply additional vehicles on short notice as and when required.
29. The selected bidder shall abide by the rules and regulations of RTO, State / Central Government particularly applicable to the business.
30. The successful Bidder shall indemnify the MSRLM as principal employer against risks and damages arising out of the default on the part of Bidder due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government of India/Government of Maharashtra and other Statutory authorities from time to time.
31. All employees/personnel/ representatives/agents etc., engaged by the successful Bidder for performing its obligations under the Contract/Tender shall be in sole employment of the bidder & shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall MSRLM be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the successful bidder

Annexure – 1: Tender Form

(To be submitted on the letterhead of the bidder)

To
Chief Executive Officer,
Maharashtra State Rural Livelihoods Mission,
5th Floor, CIDCO Bhavan, South Wing,
CBD Belapur, Navi Mumbai - 400614
Maharashtra

Dear Sir,

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to provide vehicles on monthly and on call basis to State Mission Management Unit of Maharashtra State Rural Livelihoods Mission, CBD Belapur, Navi Mumbai under the above-named Contract in full conformity with the said tender document and our financial offer in the Price schedule submitted in Envelop No. B which is made part of this tender.

We undertake, if our tender is accepted, to provide vehicles on monthly and on call basis in accordance with the delivery schedule specified in the tender document.

If our tender is accepted, we undertake to submit the performance security deposit in the form, in the amounts, and within the times specified in the tender document.

We agree to abide by this tender, for the Tender Validity Period specified in the tender document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this tender together with your written acceptance of the tender and your Acceptance of Tender shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you may receive.

Signed

Date:

In the Capacity Of:

Duly authorized to sign this bid for and on behalf of

Signature & Seal of Bidder

Signature & Seal of Bidder

Annexure – 2

Bidders Information

Particulars	Details
Name of bidder	
Full Address with Telephone and email id	
Contact person details regarding tender name and contact details	
Year of Registration/Incorporation	
Website	
Status of bidder (individual/proprietorship / partnership /private limited /society etc	
Permanent account number	
GST registration number	
Annual turn over of last three financial year i.e. 2015-16, 16-17 & 17-18	2015-16 : 2016-17 : 2017-18 :

Details of Tourist vehicles registered on bidder's name/firms name:

Sr. No.	Partuculars	Details
Vehicle -1	Brand /Make:	
	Model:	
	Year of Manufacturing:	
	Vehicle Registrarion No:	
	Tourist Permit validity:	
	Vehicle fitness validity:	
	Vehicle Insurance validity	
Vehicle -2	Brand /Make:	
	Model:	
	Year of Manufacturing:	
	Vehicle Registrarion No:	
	Tourist Permit validity:	
	Vehicle fitness validity:	
	Vehicle Insurance validity	
Vehicle -3	Brand /Make:	
	Model:	
	Year of Manufacturing:	
	Vehicle Registrarion No:	
	Tourist Permit validity:	
	Vehicle fitness validity:	

	Vehicle Insurance validity	
Vehicle -4	Brand /Make:	
	Model:	
	Year of Manufacturing:	
	Vehicle Registrarion No:	
	Tourist Permit validity:	
	Vehicle fitness validity:	
	Vehicle Insurance validity	

Note: All above documents of vehicles should be uploaded along with this annexure. If bidder fail to submit above mentioned documents, its bid will not be considered for evaluation and will be rejected.

Signature and seal of the Bidder

Annexure-3

Proforma for Performance Statement for the period of last 3 years

Sr. No.	Order Placed By (Full address of Purchaser)	Order No & date	Types of vehicles supplied on rental basis	Contract period	
				From	To

Note: Attach completion certificate / invoice copy along with the copy of Work order order)

Annexure-4

Format for submission of Turnover certificate

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. (name of bidders firm) is having registered office at (detailed office address). The turnover of the (name of firm/bidder) for the last three financial year is as under

Sr. No.	Financial Year	Turnover in lakhs
1	2015-16	
2	2016-17	
3	2017-18	
	Average Turnover	

Signature of the Chartered Accountant

Name of the Firm

Registration No.

Date:

Place:

(Seal of the Chartered Accountant)

Annexure – 5: Format for Financial Bid (On bidder’s letter head)

Date:

Financial Bid Form

To,
 Chief Executive Officer
 Maharashtra State Rural Livelihood Mission,
 5th Floor, CIDCO Bhavan, South Wing,
 CBD Belapur, Navi Mumbai

Sub: - Submission of tender for providing commercial vehicles on Monthly and on call basis for the period of one year.

Ref: Your bid No: MSRLM/SMMU/Hire vehicle/ 2018 dated 10/10/2018

Dear Sir,

As per your requirement, we are glad to submit you our most reasonable and competitive rates as under.

Model of Vehicle	Terms	Unit	Qty. Per Month *	Rate per Unit in Rs.	Total Amount Per Month
Package A: For Monthly Basis vehicle:					
Innova or equivalent Vehicle–Air Condition	Minimum Distance Kms. 2000 & 300 Hours	Monthly Vehicle rate	2 vehicles		
	Rate per km above 2000 KM	KM	1000 kms		
	Rate for extra hours above 300 Hrs	Hours	150 hrs		
Scorpio or Equivalent Air Condition	Minimum Distance Kms. 2000 & 300 Hours	Monthly Vehicle rate	2 vehicles		
	Rate per km above 2000 KM	KM	1000 kms		
	Rate for extra hours above 300 Hrs	Hours	150 hrs		
Honda City or equivalent	Minimum Distance Kms. 2000 & 300 Hours	Monthly Vehicle rate	1vehicle		
	Rate per km above 2000 KM	KM	500 kms		
	Rate for extra hours above 300 Hrs	Hours	50 hrs		
Swift Dzire / Xcent or equivalent Car	Minimum Distance Kms. 2000 & 300 Hours	Monthly Vehicle rate	1vehicle		

		Rate per km above 2000 KM	KM	500 kms		
		Rate for extra hours above 300 Hrs	Hours	50 hrs		
Swift or equivalent or equivalent		Minimum Distance Kms. 2000 & 300 Hours	Monthly Vehicle rate	1 vehicle		
		Rate per km above 2500 KM	KM	500 kms		
		Rate for extra hours above 300 Hrs	Hours	50 hrs		
Total Amount of A in Rs.						

Package B: On call basis for local use Vehicle:					
Model of Vehicle	Terms	Unit	Qty. Per Month *	Rate per Unit in Rs.	Total Amount Per Month
Innova or equivalent Vehicle–Air Condition	Minimum Distance Kms. 150 Kms. / 6 Hours	Vehicle day	1 vehicle		
	Rate per km above 150 KM	KM	25 kms		
	Rate for extra hours above 6 Hrs	Hours	2 hrs		
Scorpio or Equivalent Air Condition	Minimum Distance Kms. 150 Kms. / 6 Hours	Vehicle day	2 vehicle		
	Rate per km above 150 KM	KM	50 kms		
	Rate for extra hours above 6 Hrs	Hours	4 hrs		
Swift Dzire / Xcent or equivalent Car Air Condition	Minimum Distance Kms. 150 Kms. / 6 Hours	Vehicle day	2 vehicle		
	Rate per km above 150 KM	KM	50 kms		
	Rate for extra hours above 6 Hrs	Hours	4 hrs		
Swift or equivalent or equivalent Air Condition	Minimum Distance Kms. 150 Kms. / 6 Hours	Vehicle day	2 vehicle		
	Rate per km above 150 KM	KM	50 kms		
	Rate for extra hours above 6 Hrs	Hours	4 hrs		
Total Amount of B in Rs.					

Package C: On call basis for Out Station Vehicle:

Model of Vehicle	Terms	Unit	Qty. Per Month *	Rate per Unit in Rs.	Total Amount Per Month
Innova or equivalent Vehicle–Air Condition	Minimum Distance Kms. 300 Kms. / 24 Hours	Vehicle day	1 vehicle		
	Rate per km above 300 KMS	KM	100 kms		
Scorpio or Equivalent Air Condition	Minimum Distance Kms. 300 Kms. / 24 Hours	Vehicle day	2 vehicle		
	Rate per km above 300 KMS	KM	200 kms		
Swift Dzire / Xcent or equivalent Car Air Condition	Minimum Distance Kms. 300 Kms./ 24 Hours	Vehicle day	2 vehicle		
	Rate per km above 300 KMS	KM	200 kms		
Swift or equivalent or equivalent	Minimum Distance Kms. 300 Kms./ 24 Hours	Vehicle day	2 vehicle		
	Rate per km above 300 KMS	KM	200 kms		
Total Amount of C in Rs.					

D) Total Amount Per Month for all the items together (A+B+C) in Rs.

*Quantities mentioned are for evaluation purpose only and are subject to change during actual implementation of contract.

We agree to provide above mentioned vehicles in accordance with the terms and conditions mentioned in the bid document.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive agreements with competitors.

Authorized Signature

Name: _____

Office Stamp/Seal

Annexure –6:

DECLARATION FORM

I / Wehaving my our
.....office at.....do
declare that I / We have carefully read all the terms & conditions of tender of the
Maharashtra State Rural Livelihoods Mission , Navi Mumbai for **providing vehicles
on monthly and on call basis State Mission Management Unit of Maharashtra
State Rural Livelihoods Mission, CBD Belapur, Navi Mumbai**. The approved rate will
remain valid during the contract period. I will abide with all the terms & conditions
set forth in the tender document.

I/We do hereby declare I/We have not been convicted by any court of Law nor I/We
are derecognized/black listed by any State Government or Central Government
Department/ Union Territory/ Local Authority/ Central and State Government
Undertaking or Government Organizations for participating in the tender process as
on date. I/We agree that the Tender Inviting Authority can forfeit the Earnest Money
Deposit and or Performance Security Deposit and blacklist me/us for a period of
three (3) years, if any information furnished by us proved to be false at the time of
inspection/verification and not complying with the Tender terms & conditions.

Date:

Seal

Authorised Signature of the bidder