



**REQUEST FOR BID  
(Open E - Tender)**

**Repairing of Electrical, Plumbing and other MISC work for 293  
rooms of Shivashahi Punarvasan Prakalp Maryadit, Kandiwali  
(W)**

**Tender Reference No: MSRLM/SMMU/SARAS-2019/REPAIR/03**

**eTender ID: 2019\_MSRLM\_393862**

**Date: 02/01/2019**

**Issued by:**

**UMED - Maharashtra State Rural Livelihood Mission  
Rural Development & Panchayat Raj 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**

The information contained in this bid document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this bid document and such other terms and conditions subject to which such information is provided.

This bid document is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this bid document is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this bid document. This bid document includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services and other requirements of the Authority as dealt with under the bid document . Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This bid document may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this bid document . The assumptions, assessments, statements and information contained in this bid document , may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this bid document and obtain independent advice from appropriate sources.

Information provided in this bid document to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bid document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this bid document or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this bid document.

The Authority may in its absolute discretion, but without being under any obligation to so, update, amend or supplement the information, assessment or assumption contained in this bid document. The issue of this bid document does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs 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 Authority or any other costs incurred in connection with or relating to its Bid. All payment of such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.

The Bidder on submission of the Bid shall be deemed to have acknowledged and undertaken that based on the terms and conditions of this bid document , the Bidder shall independently arrive at the solution, which is suitable for the requirements of the Authority and shall recommend the same in its bid after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this bid document are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with the requirements of this bid document , they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and expressly described in this bid document and shall be provided by the Bidder at no additional cost whatsoever.

## **Background Information**

### **1. Introduction**

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.

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) Marketing of products of the SHG women is one of the major concerns. In order to empower the rural women artisans and to bring them above the poverty line, through access to better market and marketing systems, the Ministry of Rural Development has been supporting the organisation of exhibitions under the brand name of SARAS where Self Help Groups from different states participate and sell their products. In Maharashtra state, Maharashtra State Rural Livelihoods Mission is going to organise the Mahalaxmi SARAS at Mumbai from 17<sup>th</sup> January 2019 to 29<sup>th</sup> January 2019.

### **2. Objective**

The objective of this bid document to hire contractor for Repairing of Electrical, Plumbing and other MISC work for 293 rooms of Shivashahi Punarvasan Prakalp Maryadit, Kandiwali (W). The bid document provides the scope of work, eligibility criteria, terms and conditions including evaluation criteria, EMD, application fee and suggested response formats.

## **Detailed Bid Notice**

- 1) The Chief Executive Officer, of Maharashtra State Rural Livelihoods Mission (MSRLM) hereinafter referred to as CEO, MSRLM invites online bids through e-Tender portal <https://mahatenders.gov.in> from eligible bidder for Repairing of Electrical, Plumbing and other MISC work for 293 rooms of Shivashahi Punarvasan Prakalp Maryadit, Kandiwali (W). The forms of Tender documents are available on the e-Tendering website <https://mahatenders.gov.in> The aspiring Bidders will have to download Tender form, from the website mentioned above. The bidder has to fill in online format and upload information regarding Tender Online.
- 2) Earnest Money Deposit/ Tender Fee: While submitting duly filled tender document through <https://mahatenders.gov.in> ,bidder needs to pay online specified E.M.D. and tender fee. The online payment procedure can be seen on <https://mahatender.gov.in>
- 3) Online payment may require 48 hours in Bank working days for clearance and hence, payment should have been made accordingly. The EMD will be retained in the pooling account and will be refunded to the unqualified /unsuccessful bidders after award of tender to the successful lowest bidder. The EMD of successful bidder will be ultimately refunded or will be adjusted against the security deposit after selection of the successful bidder at the time of execution of the contract. In case, the TIA decided to forfeit / adjust the EMD amount of the bidder, the EMD amount in such cases shall be credited to the bank account of the MSRLM. The mandate for EMD refunds / forfeit / adjustment against security deposit shall trigger from e-tender application of NIC portal.
- 4) The bidder has to prepare & submit Tender Documents Online on or before last date of submission as mentioned in tender notice.
- 5) The bidder should upload the documents in readable form, and should take trial of uploads by taking printout. The unreadable documents will be treated as null & void. The remaining documents will be evaluated. The decision of opening Authority regarding this will be binding to all bidders.
- 6) All rights are reserved by the CEO, MSRLM to reject any or all Tender documents without assigning any reason.
- 7) Those bids without the above said payments or missing required documents will be summarily rejected.

### Request for bid data Sheet

Sr. No.	Information	Details
1	Tender Notice No.	MSRLM/SMMU/SARAS-2019/REPAIR/03
2	eTender ID	2019_MSRLM_393862
3	Name of the Work/service	Repairing of Electrical, Plumbing and other MISC work for 293 rooms of Shivashahi Punarvasan Prakalp Maryadit, Kandiwali (W)
4	Date & Time for Commencement of Downloading Tender Document	Date: 02/01/2019      Time: 4.00PM
5	Last date & Time for sending requests for clarifications	Date: 05/01/2019      Time: 11.30 AM
6	Date, Time and place of Pre- Bid Conference	Date: 05/01/2019      Time: 11.30 AM Maharashtra State Rural Livelihoods Mission, 5th Floor, CIDCO Bhavan (South Wing), CBD Belapur, Navi Mumbai – 400614, Maharashtra
7	Last date & time for downloading the Tender document	Date: 08/01/2019      Time: 4.00 PM
8	Last Date (deadline) & Time for submission of bids	Date: 08/01/2019      Time: 4.00 PM
9	Date and Time for Opening of technical bids	Date: 09/01/2019      Time: 4.00 PM
10	Date and Time for Opening of Financial bids	Will be published on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
11	Tender Fee to be paid online on the e-tendering portal	Rs. 2000/- (Rupees two thousand only) <b>Exemption from tender fee will be granted as per prevailing State/Central Government orders. Bidder seeking exemption should upload application along with relevant Government order and bidder registration certificate which include the item/service for which this tender is issued. Failing which tender will be rejected.</b>
12	Earnest Money Deposit (EMD) (to be paid online)	Rs. 18000/- (Rupees eighteen thousand only). <b>Exemption from EMD will be granted as per prevailing State/Central Government orders. Bidder seeking exemption should upload application along with relevant Government order and bidder registration certificate which include the item/service for which this tender is issued. Failing which tender will be rejected.</b>
13	Estimated cost of proposed work	Rs. 1764992.73

Note: Bidders are requested to frequently visit <https://mahatenders.gov.in> for exact dates

**Chief Executive Officer,  
Maharashtra State Rural Livelihoods Mission**

## **1. General Instructions to Bidders**

### **1.1. Introduction:**

The section aims to provide guidelines/Instructions for Bidders, to be used while submitting the bids. These are generic in nature, but the Bidder is required to abide by them during the bid submission and Project execution.

The bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this tender document. The bid should be precise, complete and in the prescribed format as per the requirement of the tender document. Failure to furnish all information required by the tender document or submission of a bid not responsive to the tender document in every respect will be at the Bidder's risk and may result in rejection of the bid. The CEO, MSRLM shall at his/her sole discretion is entitled to determine the adequacy/ sufficiency of the information provided by the Bidder.

### **1.2 Interpretation:**

- a) References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexure are to clauses, sub-clauses, paragraphs, schedules and annexure to this bid document ;
- b) Use of any gender includes the other genders;
- c) References to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d) References to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- e) Reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- f) Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- g) References to a 'business day' shall be construed as a reference to a day (other than a Sunday and any public holiday) on which Government offices in the States are generally open for business;
- h) References to times are to Indian Standard Time;
- i) Reference to any other document referred to in this bid document is a reference to that other document as amended, varied, notated or supplemented at any time.
- jj) All headings and titles are inserted primarily for convenience.
- k) Bidder has been used for the same entity i.e. bidder selected for the project.

### **1.3 Language of bid:**

The bid and various documents related to the bid document should be in English language only. All correspondence between CEO, MSRLM and the bidder would also be in English & Marathi language. Supporting documents and printed literature furnished by the bidders shall be in English & Marathi language.

### **1.4 Tender Authorities:**

Chief Executive Officer, Maharashtra State Rural Livelihoods Mission (MSRLM) is the Prime authority for this bid document Document and Process.

### **1.5 Validity of Bid:**

The bid submitted in response to this document remains valid for acceptance for a period of not less than 120 days from the closing date of submission of the bid.

### **1.6 Acceptance of Bid:**

Without limiting its rights at law or otherwise CEO, MSRLM reserves the right in its absolute discretion in relation to: Accepting or rejecting a response, seek written clarification from any or all of the applicants in relation to their responses, during the evaluation of bids, Varying or discounting the procurement process if it deems reasonable conditions exist to do so, Providing additional information to any or all applicants.

Cancelling, adding to or amending the information, requirements, terms, procedures or processes set out in this document. In such a case the CEO, MSRLM shall publish these on the website. Identifying opportunities for collaborative responses to be offered for the delivery of specified services Issue an open tender/ bid document waive any small/ minor informalities in the process.

### **1.7 Amendment of Tender Document:**

At any time before the deadline for submission of bids CEO, MSRLM may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by amending, modifying and/or supplementing the same and publishing in website. All such amendments/modifications shall be binding to the bidders without any further act or deed on MSRLM part. Such amendments will also be available on the websites on which bid document notifications published. In the event of any amendment, MSRLM reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids. If CEO, MSRLM deems it appropriate to revise any part of this bid document or to issue additional data to clarify an interpretation of provisions of this bid document, it may issue Supplements to bid document. Any such supplement shall be deemed to be incorporated by this reference into this bid document.

### **1.8 Clarification on bid document Response:**

During Technical and Financial evaluation of the Bids, CEO, MSRLM may, at its discretion, ask Bidder for clarifications on their bid.

### **1.9 Availability of bid document Document:**

- a) The forms of Tender documents are available on the e-Tendering website of Govt. of Maharashtra <https://mahatenders.gov.in> the aspiring Bidders will have to download Tender form, from the website mentioned above. The bidder has to fill in online format and upload information regarding Tender online. Also he has to download the Tender application form from website, fill it and upload the scanned copy of duly filled form, along with required documents.
- b) The blank tender forms will be available for download to bidders from the <https://mahatenders.gov.in>.



- c) While submitting duly filled tender document through <https://mahatenders.gov.in>. Bidder need to pay online E.M.D. in Indian Rupees only.
- d) The bidder has to prepare & submit Tender Documents On line on or before last date of submission as mentioned in tender notice.
- e) The bidder should upload the documents in readable form, He should take trial of uploads by taking printout. The unreadable documents will be treated as null & void. The remaining documents will be evaluated. The decision of opening Authority regarding this will be binding to all bidders.
- f) All rights are reserved by CEO, MSRLM to reject any or all Tender documents without assigning any reason.
- g) Those bids without the above said payments or missing required documents will be summarily rejected.

**1.10 Eligibility Criteria:**

- a) The bidder should be a Proprietary firm /Partnership firm/Private limited/ Limited Company/Corporate body legally constituted and should be registered with the appropriate registration authority.
- b) The bidder should be registered under GST
- c) The bidder should have minimum average annual turnover of Rs. 20 lakhs in last 3 years (2015-16, 2016-17 & 2017-18).

**1.11 Information for Bid submission:**

**a. Contact Details:**

All inquiries concerning this procurement are to be directed to CEO, MSRLM for meetings, conferences or technical discussions that are related to the bid document. Unauthorized contact will be cause for immediate rejection of the Proposer's bid document Response. Substantive questions will be dealt with in writing. For further details and Bid documents please contact

Name & Designation	Pravin N Godse, State Mission Manager-Procurement
Address	Maharashtra State Rural Livelihoods Mission, 5th Floor, CIDCO Bhavan (South Wing), CBD Belapur, Navi Mumbai - 400614, Maharashtra
Contact details	Phone : 022- 27562552/54 Email : pravingodse.msrlm@gmail.com

**b. Authentication of bids:**

The Bid document shall be in indelible ink and shall be signed by a person or persons duly authorized by vendor/Firm. Letter of Authorization on Company Letter head signed by competent authority should be submitted. The person or persons sign all the pages of the Bid document, including places where entries or amendments have been made.

**c. Conflict of interest:**

MSRLM requires that the bidder must provide professional, objective, and impartial advice at all times holding MSRLM's interest paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work

**d. Right to terminate the tender process:**

CEO, MSRLM may terminate the Tender process at any time without assigning any reason. MSRLM makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This bid document does not constitute an offer by MSRLM. The bidder's participation in this process may not result in MSRLM, selecting the bidder in further discussions toward execution of a contract. MSRLM may terminate tender process at any time without assigning any reason.

**1.12 Earnest Money Deposit (EMD):**

- a) Bidders shall submit online their bids, along with EMD through online Payment on <https://mahatenders.gov.in> website.
- b) Bidders who are registered with Small Scale Industries (S.S.I) of Maharashtra & National Small Scale Industries Corporation (N.S.I.C) or any other Exemption granted by Government of Maharashtra, for the proposed service/product will be granted exemption from payment of EMD in respect of tender item specified in the registration certificate produced by bidder for availing exemption.
- c) No interest will be payable to the bidder on the amount of the EMD.
- d) Unsuccessful bidder's EMD will be discharged/ returned as promptly as possible, but not later than 30 days after the award of the contract to the selected implementation agency.
- e) 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.
- f) The EMD may be forfeited:
  1. If a bidder withdraws his bid or modified his quoted prices during the period of bid validity or its extended period, if any; or
  2. In the case of a successful bidder fails to sign the contract/agreement for any reason not attributable to the MSRLM.
  3. In the case of a successful bidder fails to furnish Security Deposit/Performance Guarantee within specified time in accordance with the format given in the BID DOCUMENT.
  4. During the bid process, if any information is found wrong / manipulated / hidden in the bid. The decision of CEO, MSRLM regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.

**1.13 Validation of Interlineation in bid:**

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

**1.16 Eligibility of Joint Venture/Consortium : Not Allowed**

**2. Bidding Process**

**2.1 Pre-bid meeting: -**

Pre-bid meeting of the bidders shall be convened at the designated date, time and place. A maximum of two representatives of each bidder shall be allowed to participate on production of an authority letter from the bidder. During the course of Pre-bid

meeting, the bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## **2.2 Communications:**

All communications including the submission of bid should be addressed to Chief Executive Officer, Maharashtra State Rural Livelihoods Mission, 5th Floor, CIDCO Bhavan (South Wing), CBD Belapur, Navi Mumbai – 400614, Maharashtra

## **2.3 Bidders Queries**

- a) Pre-bid queries of only those Bidders will be responded who have submitted their queries before the deadline as per time schedule.
- b) The Bidders will have to ensure that their pre-bid queries should reach to the Office of the CEO, MSRLM before the last date for sending pre-bid queries as mentioned in Time schedule of this document by the e-mail given in address for communication.
- c) Telephone Queries shall not be entertained.
- d) The queries should be submitted in the format provided in this bid document only on e-mail id of State Mission Manager-Procurement.
- e) MSRLM shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the MSRLM.
- f) The purpose of these queries is to provide Bidders information regarding the bid document, project requirements, and opportunity to seek clarification regarding any aspect of the bid document and the project. However, the MSRLM reserves the right to respond to the queries.
- g) Queries received beyond the date mentioned shall not be entertained.
- h) The overall responsibility of carrying out the bid process up to award and resolution of contractual issues are of MSRLM dept being the beneficiary of the project and will perform the role of project executing MSRLM.

## **2.4 Pre-bid clarifications:**

All clarifications shall be uploaded online at <https://mahatenders.gov.in>

## **2.5 Supplementary information/corrigendum/amendment in bid document**

If MSRLM deems it appropriate to revise any part of this bid document or to issue additional data to clarify an interpretation of the provisions of this bid document, it may issue supplements/corrigendum to this bid document and will be made available on <https://mahatenders.gov.in>. Any such supplement shall be deemed to be incorporated by this reference into this bid document.

MSRLM for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder. MSRLM may modify the bid document document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on above mentioned website, and these will be binding on all the bidders.

## **2.6 Cost of bid preparation:**

The bidder shall bear all costs associated with the preparation and submission of its bid and MSRLM shall in no event or circumstance be held responsible or liable for these costs. All costs incurred in connection with participation in the bidding process, including costs incurred in participation in meetings/ discussions/ presentations, preparation of bid, in providing any additional information required by MSRLM to facilitate the evaluation process and in negotiating a definitive contract or all such activities related to the bid process will be borne by the bidder. This bid document does not commit MSRLM to award a contract. Further, no reimbursable cost may be incurred in anticipation of award.

## **2.7 Bid Submission**

### **a. Late bids: Not Applicable**

### **b. Availability of tender document:**

Tender documents can be downloaded from website <https://mahatenders.gov.in>. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the bid document documents. Failure to furnish all required information as mentioned in the bid document documents or submission of a bid not substantially responsive to the bid document documents in every respect will be at the bidder's risk and may result in rejection of the bid and forfeiture of the bid.

### **c. Mode of submission:**

Tender Documents are to be prepared & submitted online as per instructions of e-tendering and upload on web site by digitally signed wherever necessary. The detailed step by step procedure for uploading the Tender Documents, required Tender papers, Payment of tender fee, and E.M.D through e-payment Gateway is available on the e-Tendering website of Govt. of Maharashtra (<https://mahatenders.gov.in>) Bidders have to follow the instructions given on the above web site for filling up Tender Forms Online.

### **d. Bid Submission Acknowledgement:**

The bidder shall complete all the processes and steps required for Bid submission through <https://mahatenders.gov.in>. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Bidders may also note that the bids for which an acknowledgement is not generated by the e-Procurement system (<https://mahatenders.gov.in>) are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. MSRLM is not responsible for incomplete bid submission by users.

### **e. Bid Format:**

The bidder is expected to examine all the instructions, guidelines, terms and conditions and formats in the bid document. Failure to furnish all the necessary information as required by the bid document on submission of a bid not substantially responsive to all the aspects of the bid document shall be at bidders own risk and may be liable for

rejection. The bid as mentioned shall be submitted in two envelopes. Each envelope shall include the following information

<b>Envelop</b>	<b>Requirements</b>	<b>Documentary Evidence to be uploaded</b>
Technical bid	Bid form	Annexure- I
	The bidder should be a Proprietary firm / Partnership firm /private Ltd. / Limited Company /Corporate body legally constituted etc and should be registered with the appropriate registration authority	Firm registration certificate issued by appropriate registration authority
	The bidder should have minimum average annual turnover of Rs. 20 lakhs lakhs in last 3 years (2015-16, 2016-17 & 2017-18).	Turnover certificate issued by CA (As per annexure III).
	The Bidder should not have been blacklisted/banned/debarred/under investigation by any State Government or Central Government entity / PSU in the last 5 years	Delaration on bidders letter head - Annexure -V
Financial Bid	Financial bid	BOQ

**f. Conditional Tender:**

Conditional tenders will be summarily rejected. The tenders which do not fulfill any of the conditions of the notified requirements laid down in this detailed tender notice, the general rules and directions for the guidance of the bidders or are incomplete in any respect are likely to be rejected without assigning reasons there for.

**g. 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.
- 5) 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.

### **3. Bid opening and bid evaluation process**

Competent authority of MSRLM will open all the Technical Bids submitted online, in the presence of Bidders' representatives who choose to attend the Technical Bid opening as per the schedule mentioned in bid document. It is not mandatory for the bidder to remain present during the opening of the bids.

#### **3.1 Bid Opening:**

- a) The bids will be opened in two parts, one for Technical and one for financial bid. Financial bid will be opened only for those bidders whose technical bid qualifies.
- b) During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

#### **3.2 Overall Evaluation Process:**

- a) A tiered evaluation procedure will be adopted for evaluation of bids, with the technical evaluation being completed before the financial bids are opened and compared.
- b) MSRLM will review the technical bids of the bidders to determine whether the technical bids meet minimum qualifying criteria as prescribed in 1.10. Bids that do not qualify are liable to be rejected.
- c) MSRLM may seek inputs from their professional, external experts in the technical and financial bid evaluation process.
- d) The financial bids for the technically qualified bidders will then be opened.

#### **3.3 Evaluation of Technical bid:**

The eligibility criteria document will be examined to determine whether the Bidder meets the eligibility criteria, whether the bid is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this bid document will be rejected and will not be considered further.

#### **3.4 Financial bid opening and evaluation process:**

Only those bidders who qualify in technical bid as per the eligibility criteria will qualify for the opening of the financial bids. Financial bid shall be opened as per e-tendering procedure. The date and time of opening of financial bids will be communicated to the qualified bidders.

#### **3.5 Award Criteria:**

Award of the contract to the bidder whose offer/quote has been determined to be the first lowest evaluated bid (for all the work) and is substantially responsive to the bidding documents i.e. lowest bid (L1) .

If the lowest evaluated bidder refuses to accept the contract, in such case the EMD amount shall be forfeited and said bidder shall be black listed for the period of 3 years from participating in any tender of Maharashtra Government. MSRLM may award contract to the next lowest evaluated bidder. In such case the cost difference between first and second lowest shall be recovered from the bidder who refuses to accept the award of contract.

#### **4. Award of Contract**

##### **4.1 Award of Contract**

After evaluation of the bids, bidder having lowest financial quote, a contract shall be awarded.

##### **4.2 Notification of Award**

Prior to expiry of the validity period, the MSRLM will notify in writing that the successful bidder's bid has been accepted. Upon the successful bidder's furnishing of a Performance Guarantee, the contract signing process will commence.

##### **4.3 Signing of contract**

The Contract will be signed as per tender document, after selection of the bidder In lieu of the same; the successful bidder will have to execute an agreement in a non-judicial stamp paper of value Rs.500/- in favour of Chief Executive Officer, MSRLM. If the successful bidder fails to execute the agreement and payment of Performance Security within the time specified or withdraws the tender, the successful bidder is unable to undertake the contract; the Earnest Money Deposit of the successful bidder shall stand forfeited.

##### **4.4 Performance Security**

The selected bidder shall deposit the Performance Security as follows:

- a) The successful contractor shall at his own expense, deposit with the MSRLM, a Performance Security in the form of Bank Guarantee or Demand Draft of value equal to 5 % of the total value of the work .
- b) The Performance Security should be furnished within one week from the date of issue of Award of Contract.
- c) The Performance Security may be discharged/returned by the MSRLM upon being satisfied that there has been due performance of the obligations of the successful contractor under the contract. However, no interest shall be payable on the Performance Security
- d) The MSRLM 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 MSRLM 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.
- e) Once the amount under this clause is debited, the contractor shall reimburse the performance security to the extent the amount is debited within 15 days of such debit by the MSRLM 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 MSRLM.
- f) The Earnest Money deposited at the time of bid submission would be given back to the contractor on payment of Performance Security in the form of Bank Guarantee or Demand Draft as per the details specified in this tender document.

#### **4.5 Additional Performance Security: Not Applicable**

#### **4.6 Work Completion work:**

- a) Successful bidder should complete the all work mentioned in the BOQ and incidental work and handover the site latest by 20<sup>th</sup> January 2019 upto 10.00 AM to MSRLM.
- b) Successful bidder should dismantled all work and clear the ground within one week after ending of the exhibition.

#### **4.7 Payment Terms:**

- c) The payment will be made within 4 weeks from the date of receipt of tax invoice along with satisfactory completion of work duly certified by official authorised by Chief Executive Officer,MSRLM
- d) The payment shall be made subject to deduction of applicable taxes.

### **5. Scope of Service**

**The brief scope of work for appr. 293 rooms located at Kandiwali (W) is as following (but not limited to)**

<b>Item No</b>	<b>Description of work</b>
1	Providing various material like buckets,mugs , Kharata
2	Provide drinking water jars
3	Providing security gaurds
4	Providing temporary tube lights,bulbs,fans etc
5	Reparing of necessary electrical work
6	Necessary Repairing of plumbing work with material

**The detail scope of work is given in annexure -A**



**Terms and conditions**

- 1) Successful bidder should quote for all the items mentioned in the BOQ. If failed to mention the quote for any of the item it should be considered as zero.
- 2) Successful bidder should start work immediatly after receipt of work order and complete all work within one week from the date of receipt of work order.
- 3) Successful bidder should follow all applicable statutory regulations/laws of state and central government for performing his obligations towards the completion of the allotted work.
- 4) All electrical work should be done through electrical license contractor only.
- 5) All rates should be inclusive of all taxes, transportation etc
- 6) Security deposit shall be forfeited if the work is not completed within the time or not satisfactorily completed work.
- 7) Legal dues will be deducted from the bill amount
- 8) Successful bidder is responsible for the insurance for his material and manpower deployed for executing the work
- 9) Item quantity mentioned in the BOQ may increase or decrease during actual implementation. Payment will be made accordingly
- 10) If the period of the exhibition is increased, the succsful bidder has to provide the facility for the extended period. Authority will take decision regarding the payment for the extended period which shall be accepted by the successful bidder.
- 11) The successful bidder shall be resposnsible for solid and liquid waste management at the exhibition area.

**A) General Terms & Conditions****6.1 Relationship between the Parties:**

Nothing in the Contract constitutes any fiduciary relationship between the MSRLM and Selected Bidder Team or any relationship of employer employee, principal and agent, or partnership, between the MSRLM and Selected Bidder.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

**6.2 No Assignment**

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the MSRLM.

**6.3 Survival**

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless MSRLM notifies the Selected Bidder of its release from those obligations.

**6.4 Entire Contract**

The terms and conditions laid down in the Tender and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

## **6.5 Governing Law**

This Contract shall be governed in accordance with the laws of India.

## **6.6 Jurisdiction of Courts**

The High Court of India at Mumbai, Maharashtra has exclusive jurisdiction to determine any proceeding in relation to the Contract.

## **6.7 Compliance with Laws**

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

## **6.8 Notices**

A “notice” means: A Notice; or A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified/ registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

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

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative’s Party.

## **6.9 Waiver**

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

## **6.10 Modification**

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

## **6.11 Taxes**

The Bidder shall pay all applicable taxes, if any, imposed on the Services under this Contract.

## **6.12 Application**

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

## **B) Special Conditions of Contract**

Amendments of, and Supplements to, Clauses in the General Conditions of Contract.

### **7.1 Payment Schedule**

The payment will be made within 30 days from the date of receipt of tax invoice along with the satisfactory completion report duly certified by the authorised official appointed by CEO,MSRLM.

## **7.2 Conflict of interest**

The Bidder shall disclose to MSRLM in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

## **7.3 Severance**

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

## **7.4 Governing Language**

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

## **7.5 “No Claim” Certificate**

The Selected Bidder shall not be entitled to make any claim, whatsoever against MSRLM, under or by virtue of or arising out of, the Contract, nor shall MSRLM entertain or consider any such claim, if made by the Selected Bidder after it has signed a “No claim” certificate in favour of MSRLM in such form as shall be required by it after the work is finally accepted.

## **7.6 Publicity**

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the MSRLM first gives its written consent to the selected Bidder.

## **Annexures**

**Annexure- A**  
**Detailed scope of work**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>
1.00	Providing,supplying good quality,well conditioned small size buckets for toilets for the period of exhibition including necessary arrangement,transportation within mumbai area, loading -unloading including one day before exhibition starting day (as per instructions of engineer in charge )	314	One Number
2.00	Providing, supplying good quality,well conditioned big size buckets for bathroom for the period of exhibition including necessary arrangement,transportation within mumbai area, loading -unloading including one day before exhibition starting day (as per instructions of engineer in charge )	314	One Number
3.00	Providing,supplying good quality,well conditioned Mugs for toilets & bathrooms for the period of exhibition including necessary arrangement,transportation within mumbai area, loading -unloading including one day before exhibition starting day (as per instructions of engineer in charge )	628	One Number
4.00	Providing,supplying good quality,well conditioned Kharata forcleaning to rooms for the period of exhibition including necessary arrangement,transportation within mumbai area, loading -unloading including one day before exhibition starting day	314	One Number
5.00	Providing manual cleaning to passages & corridors of Residential /Non Residential Govt. buildings by sweeping, scrubbing, cleaning washing etc using cleaning material /agents,Branded chemical & consumables etc . Including all required labours etc complete	210857.05	One square Metre
6.00	Providing house keeping by employing labours etc day to day properly in specific uniform during the exhibition including necessary cleaning with materials,like DDT powder/phenyle & all such necessary things to maintain hygienic conditions including all etc.complete as per instructions & consent of authority for the period of exhibition including one day before exhibition starting day. [attendance sheet to be maintained and kept open for inspections by Departmenta] .(asper instructions of engineer in charge )	360.00	One Number
7.00	Providing supplying security guards in proper uniform and stick/Gun as per instructions given by department for total security of Residential Govt. buildings premises shiftwise with necessary supervisory/responsible staff as per requirement all etc complete for the period of exhibition including one day before exhibition starting day. [Day to day shift wise attendance sheet to be maintained and kept open for inspections by Departmenta] (as	135.00	One Number

	per instructions of engineer in charge )		
8.00	Providing temporary illumination consisting of tube light day light and colour 4' X 36/40 watts complete erected with tubes, mains and required switchgears with continuous earth wire erected and dismantled without using scaffolding upto three days+Next 10 days.(I.N.14-1-1)	350.00	One Number
9.00	Providing temporary oscillating type pedestal fan 16" (400 mm) or ceiling fan connected with necessary mains, required switchgears with continuous earthing maintaining the same during the function and including dismantling upto three days.(I.N.14-1-15)	312.00	One Number
10.00	Item no10:-Supplying & erecting 5W-7W, 230V integral type LED Lamp suitable for B-22/E-27 base.(I.N.2-10-10)	624.00	One Number
11.00	Material providing for repairing of plumbing work out side of Shivshahi Building ( PTC ) P.R.B. Valve 1 ¼"	16.00	Per No
12.00	Ball Valve 1 ¼"	10.00	Per No
13.00	B. Nipple 1 ¼" x 2"	54.00	Per No
14.00	B. Nipple 1 ¼" x 3"	46.00	Per No
15.00	P.R.B. Valve 1"	8.00	Per No
16.00	B. Nipple 2" x 3"	20.00	Per No
17.00	B. Nipple 3" x 1"	19.00	Per No
18.00	Union 1 ¼"	13.00	Per No
19.00	Union 1"	16.00	Per No
20.00	Handle	27.00	Per No
21.00	Hole Tite 500 gm	12.00	Per No
22.00	Sun	2.00	Per No
23.00	Bib Cock ( Seiko)	28.00	Per No
24.00	Taplon Tep	55.00	Per No
25.00	Karpech	5.00	Per No
26.00	M-Seal	13.00	Per No
27.00	Labour charges plumbing work out side of Shivshahi Building ( PTC ) period Plumber ( 9 x 6 )	57.00	Per No
28.00	Helper ( 9x 7)	65.00	Per No
29.00	Supervisor ( 9 x 1 )	1.00	Per No
30.00	Supplying of Minaral water can 20 liter each of Shivshahi Building ( PTC )	103.00	Per No
31.00	Repairs and Mentenance of Shivshahi Building ( PTC ) site period <b>Plumber ( 13 x 4 )</b>	52	Per No
32.00	Helper ( 13 x 8 )	104	Per No
33.00	Supervisor ( 13 x 13 )	13	Per No
34.00	Distribution of water can (ISI Mark) to flats in Shivshahi Building --period <b>Helper ( 13 x 9 )</b>	117	Per No

## Annexure I: Bid Form on bidders letter head

Date: .....

To,  
Chief Executive Officer  
Maharashtra State Rural Livelihoods Mission  
5<sup>th</sup> Floor, Southwing, CIDCO Bhavan  
CBD Belapur  
Navi Mumbai-400618

Dear Sir/Madam,

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to provide Repairing of Electrical, Plumbing and other MISC work for 293 rooms of Shivashahi Punarvasan Prakalp Maryadit, Kandiwali (W) 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, for providing Repairing of Electrical, Plumbing and other MISC work for 293 rooms of Shivashahi Punarvasan Prakalp Maryadit, Kandiwali (W) 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 II- Details of the Bidder

### A. Bidder Information Sheet :

Sr.No.	Pariculars	Details
1	Name of the Entity/ Organization	
2	Registered office address Telephone number Email	
3	Correspondence Address	
4	Details of the Contact Person (name, designation, address) Telephone number Email	
5	Date of registration of firm	
6	Firm website details	
7	PAN No	
8	GST No	

### B. Financial Capability:

Sr. No.	Pariculars	FY 2015-16	FY 2016-17	FY 2017-18
1	Total turnover in lakhs			

### C. Experince of bidder in relevant field : during last five years

Sr. No	Name of client, address, telephone no	Work order no and date	Nature of work done	Value of the work in lakhs	Contrat completion date	
					As per contract	Actual completion

Signature and seal of the bidder



**Annexure III – Turnover certificate (on CA’s letter head)**

**TO WHOMSOEVER IT MAY CONCERN**

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

<b>Sr.No.</b>	<b>Financial Year</b>	<b>Turnover in crore</b>
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 IV:  
Draft Performance Guarantee (To be issued by a Bank)**

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/ Registered office at \_\_\_\_\_ (Hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of <<Client name & Address>> which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s \_\_\_\_\_ a company/ firm formed under \_\_\_\_\_ (specify the applicable law) and having its registered office at \_\_\_\_\_ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. \_\_\_\_\_ dated \_\_/\_\_/2018 issued by Chief Executive Officer , MSRLM and selected M/s \_\_\_\_\_ (hereinafter referred to as the Bidder) for the Agreement by Chief Executive Officer , MSRLM as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Chief Executive Officer , MSRLM, and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs.\_\_\_\_ /- (Rupees \_\_\_\_\_ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, \_\_\_\_\_Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to Chief Executive Officer , MSRLM an amount not exceeding INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) within 7 (seven) days of receipt of a written demand therefore from Chief Executive Officer , MSRLM, stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Chief Executive Officer , MSRLM is disputed by the Bidder or not.
4. The Guarantee shall come into effect from \_\_\_\_\_ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on \_\_\_\_\_ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the MSRLM under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Chief Executive Officer, MSRLM prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to Chief Executive Officer, MSRLM.

5. In order to give effect to this Guarantee, Chief Executive Officer , MSRLM shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Chief Executive Officer , MSRLM or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by Chief Executive Officer , MSRLM against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Chief Executive Officer , MSRLM or any indulgence by Chief Executive Officer , MSRLM to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6.This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.

7.The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and Delivered by \_\_\_\_\_ Bank by the hand of Shri \_\_\_\_\_ its \_\_\_\_\_ and authorized office.

Authorized Signatory \_\_\_\_\_ Bank

**Annexure -V**  
**DECLARATION FORM**

I / We .....having 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 Repairing of Electrical,  
Plumbing and other MISC work for 293 rooms of Shivashahi Punarvasan  
Prakalp Maryadit, Kandiwali (W). 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