REQUEST FOR BID
(Open E - Tender)

Hiring of Tourist Vehicles on Monthly and On Call Basis for the period of one year for MSRLM

Tender Ref No.: MSRLM/SMMU/ Hire Vehicle/2020

eTender ID: 2020_MSRLM_582190

Date: 6/6/2020

Issued by:
Chief Executive Office
UMED - Maharashtra State Rural Livelihood Mission (MSRLM)
Rural Development 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 :-

a) The Chief Executive Office of Maharashtra State Rural Livelihood Mission (MSRLM), on behalf of Rural Development Department Government of Maharashtra hereinafter referred to as “Tender Inviting Authority (TIA) has issued this Notice Inviting Tender (hereinafter referred to as the Tender Document) for selection of service provider for providing Tourist Vehicles on Monthly and On Call Basis for the period of one year for MSRLM.

b) 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.

c) TIA 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.

d) 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.

e) 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.

f) 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.
g) 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.

h) 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.

i) 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.

j) 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.

k) 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

The Chief Executive Office of Maharashtra State Rural Livelihood Mission (MSRLM) invites online bids through e-Tender portal (https://mahatenders.gov.in) from eligible bidder for providing Tourist Vehicles on Monthly and On Call Basis for the period of one year for MSRLM.

The bidders are advised to study this tender document and visit site 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 and the actual site survey with full understanding of its terms, conditions and implications.

a) 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 subject to the submission of required tender/ bidding document fee and EMD.

b) The bidders who wish to participate in this bidding process must register on https://mahatenders.gov.in

c) A Two (2) envelope selection procedure shall be adopted.

d) 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.

e) 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

f) The bidders are also advised to refer “Bidders Manual Kit” available on https://mahatenders.gov.in for further details regarding the e-tendering process.

1.1 Key Events and Dates

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date &amp; Time for Commencement of Downloading Tender Document</td>
<td>Date: 06/06/2020 Time: 16.00 Hrs</td>
</tr>
<tr>
<td>2.</td>
<td>Tender Reference Number</td>
<td>MSRLM/SMMU/ Hire Vehicle/2020</td>
</tr>
<tr>
<td>3.</td>
<td>eTender ID</td>
<td>2020_MSRLM_582190</td>
</tr>
<tr>
<td>4.</td>
<td>Last date &amp; Time for sending requests for clarifications</td>
<td>Date: 15/6/2020 Time: 16.00 Hrs</td>
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<tr>
<td>5.</td>
<td>Pre Bid Meeting</td>
<td>Please refer clause 2.6</td>
</tr>
<tr>
<td>6.</td>
<td>Last date &amp; time for downloading the Tender document</td>
<td>Date: 23/6/2020 Time: 16.30 Hrs</td>
</tr>
<tr>
<td>7.</td>
<td>Last Date (deadline) &amp; Time for submission of bids</td>
<td>Date: 23/6/2020 Time: 16.30 Hrs</td>
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<tr>
<td>8.</td>
<td>Date and Time for Opening of Technical Bids</td>
<td>Date: 24/6/2020 Time: 16.30 Hrs</td>
</tr>
<tr>
<td>9.</td>
<td>Date and Time for Opening of Financial Bids</td>
<td>Will be published on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a></td>
</tr>
</tbody>
</table>

Note: Bidders are requested to frequently visit https://mahatenders.gov.in to see any change in pre-bid meeting date, bid submission date etc. and any other changes made in the bidding document through corrigendum, MOM of pre-bid meeting etc.
### 1.2 Other Important Information related to Bid

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tender Fee</td>
<td>Rs. 1500/- (Rupees one thousand five hundred only) to be paid online on the e-tendering portal at the time of submission of the tender</td>
</tr>
<tr>
<td>2.</td>
<td>Earnest Money Deposit (EMD) (to be paid online)</td>
<td>Rs. 40,000/- (Rupees forty thousand only) to be paid online on the e-tendering portal at the time of submission of the tender.</td>
</tr>
<tr>
<td>3.</td>
<td>Bid Validity Period</td>
<td>90 days from the date of opening of the technical bid</td>
</tr>
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<td>4.</td>
<td>Performance Security</td>
<td>5% of the total value of the contract</td>
</tr>
<tr>
<td>5.</td>
<td>Last date for furnishing Performance Security</td>
<td>Within one week from the date of work order. The Performance Security shall be valid for 30 days after the completion of contract.</td>
</tr>
<tr>
<td></td>
<td>in the form of Bank Guarantee or Demand Draft</td>
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<td></td>
<td>by the successful bidder</td>
<td></td>
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<tr>
<td>6.</td>
<td>Last date for signing the contract</td>
<td>As intimated in notification of award of contract by the Tender Inviting Authority</td>
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_Sd-

R.Vimala IAS  
Chief Executive Office  
Maharashtra State Rural Livelihood Mission.
2. Instructions to Bidders

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

2.1 General Information and Guidelines

a) The TIA invites bids from eligible service providers as per the Scope and Technical Criteria mentioned in this tender document.

b) 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 up to two years which may be extended as per the need and on the performance of the service provider.

c) 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.

d) All information supplied by the service providers may be treated as contractually binding on the service providers, on the successful award of the assignment by the TIA on the basis of this tender document.

e) 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 service provider status by the TIA shall not give rise to any enforceable rights by the service provider. The TIA may cancel this public procurement at any time prior to a formal written contract being executed by or on its behalf.

f) This tender document supersedes and replaces any previous public documentation & communications, and the service providers should place no reliance on such communications.

g) All figures of costs, project values and others should be mentioned in Indian Rupees only.

h) No service provider shall submit more than one Bid for this tender.

2.2 Consortium Conditions: Not Applicable.

2.3 Tender Fees

The bidders are requested to pay Tender fees as mentioned in the clause 1.2 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.

2.4 Earnest Money Deposit (EMD)

The bidders are requested to deposit the EMD as mentioned in the clause 1.2 through the Online Payment Gateway as integrated in the https://mahatenders.gov.in e-tendering solution.

a) The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.

b) The EMD should be valid for 90 days from the date of technical bid opening.

c) The bids submitted by bidders without the prescribed EMD, will be rejected.

d) The Unsuccessful bidder’s EMD will be returned within 120 days from the date of opening of the financial bid.
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:
   - If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
   - 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.
   - 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.
   - 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.

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

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name</td>
<td>Sneha Borage, Desk Officer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Pravin N Godse , State Mission Manager</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Procurement</td>
</tr>
<tr>
<td>2.</td>
<td>Phone</td>
<td>022-27562552/54</td>
</tr>
</tbody>
</table>

2.6 Pre-Bid Meeting
Due to corona outbreak, no prebid meeting will be held. Bidders are requested to send their quires on email pravingodse.msrlm@gmail.com. Clarification to quires will be published on https://mahatenders.gov.in. Bidders shall send their pre-bid queries as per the schedule specified in the tender document Section 1.1. This response of the TIA, against the Pre-Bid queries, shall become integral part of tender document.

2.7 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.

2.9 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.
2.10 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.

3. Bid Submission Instructions

3.1 Online Bid Submission

a) The bidder shall submit the bid online through e-tendering Portal
https://mahatenders.gov.in

b) The bids submitted, shall comprise of the following 2 envelopes:
- A Two (2) envelope/ cover system shall be followed for the bid:
  - Envelope A: Technical Bid
  - Envelope B: Financial Bid

 c) Modification and Withdrawal of Bids – Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

3.2 Eligibility Criteria

The Bidder shall fulfil all of the following eligibility criteria independently, as on the date of submission of bid

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Eligibility Criteria</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Bidder must have a minimum total turnover of Rs. 300 Lakhs (Rs. Three Hundred lakhs) during three financial years (FY 2016-17, 2017-18 &amp; 2018-19)</td>
</tr>
<tr>
<td>2</td>
<td>Bidder should have at least five tourist vehicles registered on his/her name &amp; the model should not be earlier than January 2017</td>
</tr>
<tr>
<td>3</td>
<td>Bidder should be registered under GST</td>
</tr>
<tr>
<td>4</td>
<td>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.</td>
</tr>
<tr>
<td>5</td>
<td>Bidder should have its Main or Branch office in Mumbai/Navi Mumbai/Thane</td>
</tr>
<tr>
<td>6</td>
<td>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 as on the date of submission of bid.</td>
</tr>
</tbody>
</table>

3.3 Technical Bid (Envelop - A): Documents to be uploaded

The Technical bid must be submitted online as per the instructions on the portal and in this tender document. Following documents are mandatory and should be submitted online

a) Tender Acceptance Letter: Form -1

b) Bidder information: Form -2
c) Details of Experience/Performance Statement: Form -3  
d) Turnover certificate issued by chartered accountant firm – Form 4  
e) GST registration certificate  
f) GST return copy for March 2020  
g) Bidders address proof  
h) Declaration: Form 5 (To be given on Rs. 100 Non judicial Stamp Paper. In exceptional cases it may be submitted on firms letter head)  

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.  

3.4 Financial Bid (Envelop - B)  
a) Financial/price offer must be submitted online in BOQ format at https://mahatenders.gov.in as per the instructions on the portal.  
b) Rates should be quoted without GST.  
c) The rates once offered must remain fixed and should not be change for whatsoever reason during the contract period.  

3.5 Validity of Bid  
The bid shall be valid for a period mentioned in clause 1.2 from the date of opening of the technical bid. 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.  

3.6 Corrections / errors in Financial 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. In cases of discrepancy between the prices quoted in words and in figures, amount written in words shall be considered.  

3.7 Language  
The bid should be submitted by the bidder in English/Marathi/Hindi language only. If any supporting documents submitted are in any other language, translation of the same in English/Marathi/Hindi 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.  

3.8 Conditions under which Tender is issued  
A. 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 service provider, should it be so necessary at any stage.  
B. The timing and sequence of events resulting from this tender document shall ultimately be determined by the TIA.
C. 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 service provider 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 service providers shall not be considered binding on it, nor shall any written materials provided by any person other than the TIA.

D. Neither the service provider nor any of the service provider’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 service provider in accordance with the terms thereof).

E. Until the Contract is awarded and during the validity of the Contract, service providers 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 service provider, or any person acting in collusion with the service provider, without prior written approval of the TIA.

3.9 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 IA 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 service providers. 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.

3.10 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.

3.11 Disqualification
The bid is liable to be disqualified in the following cases or in case the service provider 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 service provider increases the quoted prices.
3. The service provider qualifies the bid with own conditions.
4. The bid is submitted in an incomplete form and not quoted for all the items/services.
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 Financial bid is enclosed with the Technical bid.
7. The service provider tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the tender process.
8. In case anyone service provider submits multiple bids or if common interests are found in two or more service providers, the service providers are likely to be disqualified.
9. The service provider fails to deposit the Performance Security in the form of Bank Guarantee or Demand Draft or fails to enter into a Contract within specified period mentioned in the notification of award of contract 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 service providers may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of bid, then the service providers 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 financial aspects of the bid.

3.12 Acknowledgement of Understanding
By submitting the bid, each service provider shall be deemed to acknowledge that service provider 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.

3. Bid opening and Evaluation process

4.1 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 or depute an authorized officer as his representative.

4.2 Opening of Envelop – A (Technical Bid)
Envelope No. A (Technical bid) of the tenderer will be opened online through- e tendering procedure.

4.3 Evaluation of Technical Bid
The evaluation of the technical bids will be carried out in the following manner:
1 The service providers’ technical bid will be evaluated as per the requirements and evaluation criteria as spelt out in Section 3.2 of this tender document. The service providers are required to submit all required documentation in support of the criteria specified as per the formats specified in this tender document.
2 In any case, in the event of any deviation from the factual information provided by the service provider in technical bid, the deviation can reject the bid and also ban the service provider from participation in any future tenders in the state of Maharashtra.
3. At any time during the bid evaluation process, the MSRLM committee may seek verbal / written clarifications from the service providers. The committee may seek inputs from their professional experts in the evaluation process.

4. The committee reserves the right to do a reference check of the past experience stated by the service provider. Any feedback received during the reference check shall be taken into account during the technical evaluation process.

5. The technically shortlisted service providers will be informed date and venue of the opening of the financial bids by MSRLM.

4.4 Opening of Envelope - B (Financial Bid)
This envelope of technically qualified bidders shall be opened as per e-tendering procedure after opening of Envelope No. A (Technical bid). The date and time of opening of financial bids will be published on https://mahatenders.gov.in

4.5 Award Criteria
Evaluation of Financial bids will be based on total amount quoted by the bidder for all the packages together (package A, B & C). The TIA shall award the contract to the service provider whose offer/quote has been determined to be the lowest evaluated bid and is substantially responsive to the bidding documents. TIA may negotiate with the L1 bidder and finalise the rate.

4.6 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.

4.7 Notification of Award
a. Before expiry of the bid validity period, the TIA will notify the successful bidder in writing, by registered / speed post or by fax or by email that its bid have been accepted by the Tender Inviting Authority.

b. The successful service provider, upon receipt of the acceptance letter, shall furnish the required performance security 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. After cancellation of award of contract with L1 bidder, TIA reserves the right to call L2 and asked to match the rate offered by L1. If L2 accept the offer, award of contract will be issued to L2. If L2 refuse to match rate with L1, then L3 will ask to match rate with L1 and if L3 accepts award of contract will be issued to L3 and so on. In such case EMD submitted by L2, L3...will not be forfeited if they refuse to match the rate with L1.

d. The Notification of Award shall constitute the formation of the Contract.

4.8 Place of Service:
Place of service is SMMU-MSRLM, 5th Floor, CIDCO Bhawan, CBD Belapur (South Wing) Navi Mumbai – 400 614.

4.9 Contract Period
The Contract will be initially for a period of one year with a provision of one year extension subject to evaluation of the performance of service provider by MSRLM before end of the
contract without change in any terms and conditions. However MSRLM reserves the right to terminate contract any time before completion of the contract period if the performance of the service provider is unsatisfactory.

4.11 Signing of Contract
The Contract will be signed as per tender document, after selection of the service provider. In lieu of the same, the successful service provider 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 service provider fails to execute the agreement and payment of Performance Security within the time specified or withdraws the tender, the successful service provider is unable to undertake the contract; the Earnest Money Deposit of the successful service provider shall stand forfeited. Such service provider(s) will also be liable for all damages sustained by the TIA by reasons of breach of tender conditions. Such damages shall be assessed by the TIA whose decision shall be final.

4.12 Failure to agree with Terms and Conditions of this Tender
Failure of the successful service provider to agree with the terms & conditions of the tender document shall constitute sufficient grounds for the annulment of the award, resulting which the TIA may call for new bids and at the same time, invoke the performance Security of the successful service provider.

4.13 Performance Security
The selected bidder shall deposit the Performance Security as follows:
   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 as mentioned in clause 1.2.
   b. The Performance Security may be discharged/returned by the TIA upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Security
   c. The TIA shall also be entitled to make recoveries from the Performance Security on the following grounds:
      1. If successful bidder failed to provide services under the contract for whatever reason.
      2. Any amount imposed as a fine for irregularities committed by the bidder.
      3. 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.
      4. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
      5. Any other outstanding amount.

4.14 Payment Terms
The payment will be made on monthly basis within three 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. Actual GST amount will be paid on submission of tax invoice. No advance payment will be made for whatever reason.

4.15 Scope of Work :- please see annexure A
Annexure –A
Schedule of requirement and scope of work

State mission management unit of Maharashtra State Rural Livelihoods Mission required 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.

1. **Package A- On monthly basis:**

<table>
<thead>
<tr>
<th>Type of Vehicle</th>
<th>AC/ Non-AC</th>
<th>*Required Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Honda City or equivalent</td>
<td>Air Conditioned</td>
<td>1 Vehicle per Month</td>
</tr>
<tr>
<td>Innova/ Crysta or Equivalent</td>
<td>Air Conditioned</td>
<td>2 Vehicle per Month</td>
</tr>
<tr>
<td>Scorpio or Equivalent</td>
<td>Air Conditioned</td>
<td>2 Vehicle per Month</td>
</tr>
<tr>
<td>Swift Dzire / Xcent or equivalent</td>
<td>Air Conditioned</td>
<td>5 Vehicle per Month</td>
</tr>
</tbody>
</table>

2. **Package B- On call basis local use:**

<table>
<thead>
<tr>
<th>Vehicle</th>
<th>AC/Non-AC</th>
<th>*Required Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scorpio or Equivalent</td>
<td>Air Conditioned</td>
<td>1 Vehicle in a month</td>
</tr>
<tr>
<td>Innova/ Crysta or Equivalent</td>
<td>Air Conditioned</td>
<td>1 Vehicle in a month</td>
</tr>
<tr>
<td>Swift Dzire / Xcent or equivalent Car</td>
<td>Air Conditioned</td>
<td>1 Vehicle in a month</td>
</tr>
</tbody>
</table>

3. **Package C- On call basis for out station use:**

<table>
<thead>
<tr>
<th>Vehicle</th>
<th>AC/Non-AC</th>
<th>*Required Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scorpio or Equivalent</td>
<td>Air Conditioned</td>
<td>1 Vehicle in a month</td>
</tr>
<tr>
<td>Innova/ Crysta or Equivalent</td>
<td>Air Conditioned</td>
<td>2 Vehicle in a month</td>
</tr>
<tr>
<td>Swift Dzire / Xcent or equivalent Car</td>
<td>Air Conditioned</td>
<td>1 Vehicle in a month</td>
</tr>
</tbody>
</table>

*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:**

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

**B) On call basis for local use:**

a. Minimum running 150 KM & 8 Hrs duty / Day
b. Rate / KM over and above 150 KM
c. Extra hours over and above 8 Hrs/ Day

**C) On call basis for out Station:**

a. Minimum running 300 KM / Day (24 Hrs)
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 2018 at any point of contract.

2. All supplied vehicles should have GPS system.

3. The selected bidder shall provide immediate replacement for the breakdown vehicle with same level of vehicle.

4. 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 agency 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.

5. 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.

6. All applicable taxes, permits, license, comprehensive insurance (including passenger) and any other documents for operating the tourist vehicle should be fully paid and should be available in the vehicle.

7. 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 and will be covered in the definition of monthly basis.

8. 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.

9. 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.

10. 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 misbehavior on the part of drivers, MSRLM may impose penalty as deemed fit on the contracting agency/firm/company including replacement of Driver.

11. 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 up to the place where the duty ends and the billing will be effected from the place of reporting and relieving.

12. MSRLM will not be responsible for any loss, damage or accident to the vehicle or to any other vehicle or injury.

13. If there is any breakdown of the vehicle, selected bidder should provide a substitute equivalent vehicle immediately.

14. Selected bidder shall pay the parking /Toll charges during the official use and the same shall be reimbursed by MSRLM after submitting the bill.
15. 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 MSRLM shall also forfeit their performance security deposit.

16. 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.

17. The selected bidder should obey statutory requirement

18. Applicable GST will be paid extra on submission of invoice.

19. Applicable tax would be deducted at source.

20. 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.

21. Log Book should be maintained for each vehicle and should be updated daily.

22. No advance will not be paid for whatever reason.

23. Selected bidder will be responsible for drivers lodging, boarding and any other expenses during his duty.

24. Minimum charges will be paid if running of the vehicle is less than the agreed norms for all packages.

25. The selected bidder will abide by all statutory requirements prevailing in the state of Maharashtra.

26. 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.

27. 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.

28. The selected bidder shall get suitable instructions from Designated Official of MSRLM and shall provide the services promptly as per requirement.

29. The selected bidder should provide additional vehicles on short notice as and when required as per approved rates or market rate if vehicle is not in the contract.

30. The selected bidder shall abide by the rules and regulations of RTO, State / Central Government particularly applicable to the business.

31. 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.
32. All employees/personnel/representatives/agents etc., engaged by the successful Bidder for performing its obligations under the Contract shall be in sole employment of the bidder & shall be solely responsible for their salaries, wages, statutory payments etc. MSRLM shall not 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.
TENDER ACCEPTANCE LETTER
(To be given on Letter Head)

Date: / /2019

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: MSRLM/SMMU/ Hire Vehicle/2020

Tender: Providing Tourist vehicles on rental basis to MSRLM for the period of one year.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned
   'Tender/Work' from the web site(s) namely: https://mahatenders.gov.in and /or www.umed.in
   as per advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender
   documents of all pages (including all documents like annexure(s), schedule(s), etc.,), which form
   part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses
   contained therein.

3. The corrigendum(s) issued from time to time by department/ organization too has also been
   taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender
   document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt.
   Department/Public sector undertaking/Private organization.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event
   that the information is found to be incorrect/untrue or found violated, then department/ organization
   shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

Date:
Place:

Signature of authorized person
Full Name & Designation:
Firm/Company’s Seal
# BIDDER INFORMATION (To be given on Letter Head)

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of bidder</td>
<td></td>
</tr>
<tr>
<td>Full Address with Telephone and email id</td>
<td></td>
</tr>
<tr>
<td>Mumbai/Navi Mumbai/ Thane office Full Address with Telephone and email id</td>
<td></td>
</tr>
<tr>
<td>Contact person details regarding tender name and contact details</td>
<td></td>
</tr>
<tr>
<td>Year of Registration/Incorporation</td>
<td></td>
</tr>
<tr>
<td>Website</td>
<td></td>
</tr>
<tr>
<td>Status of bidder (individual/proprietorship / partnership /private limited /society etc)</td>
<td></td>
</tr>
<tr>
<td>Permanent account number</td>
<td></td>
</tr>
<tr>
<td>GST registration number</td>
<td></td>
</tr>
<tr>
<td>Annual turnover of last three financial year i.e. 2016-17, 17-18 &amp; 18-19</td>
<td>2016-17:</td>
</tr>
<tr>
<td></td>
<td>2017-18:</td>
</tr>
<tr>
<td></td>
<td>2018-19:</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle -1</td>
<td>Brand /Make:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Model:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year of Manufacturing:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vehicle Registration No:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tourist Permit validity:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vehicle fitness validity:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vehicle Insurance validity</td>
<td></td>
</tr>
<tr>
<td>Vehicle -2</td>
<td>Brand /Make:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Model:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year of Manufacturing:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vehicle Registration No:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tourist Permit validity:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vehicle fitness validity:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vehicle Insurance validity</td>
<td></td>
</tr>
<tr>
<td>Vehicle -3</td>
<td>Brand /Make:</td>
<td></td>
</tr>
<tr>
<td>Model:</td>
<td>Year of Manufacturing:</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>-----------------------</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Registration No:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tourist Permit validity:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle fitness validity:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Insurance validity</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

| Vehicle -5 |
| Brand /Make: |
| Model: |
| Year of Manufacturing: |
| Vehicle Registration 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.

Date:
Place:

Signature of authorized person
Full Name & Designation:
Firm/Company’s Seal
**Performance Statement** *(To be given on Letter Head)*

Details of work experience in providing Tourist vehicles on rental basis for the period of at least three years.

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Year</th>
<th>Name &amp; Address of the client</th>
<th>Types of vehicles supplied on rental basis</th>
<th>Contact period</th>
<th>Any other information you would like to give</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2015-16</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2016-17</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2017-18</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2018-19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>2019-20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Fill up the above table for at least three years & upload supporting documents i.e. work order or invoice copies OR satisfactory completion certificate issued by the client)

Date:
Place:

Signature of authorized person
Full Name & Designation:
Firm/Company’s Seal
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 three financial year is as under

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Financial Year</th>
<th>Turnover in lakhs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2016-17</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2017-18</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2018-19</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Average Turnover</td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Chartered Accountant

Name of the Firm

Registration No.

Date:

Place:
(Seal of the Chartered Accountant)

Email id:
DECLARATION
(To be given on Rs. 100 Non judicial Stamp Paper)

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

Tender Reference No: MSRLM/SMMU/ Hire Vehicle/2020

Tender: Providing Tourist vehicles on rental basis to MSRLM for the period of one year

Dear Sir,

1. We have carefully read and understood all the terms and conditions of the tender and hereby convey our acceptance to the same.
2. The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
3. We have apprised our self fully about the job to be done during the currency of the period of agreement and also acknowledge to bear consequences to of non-performance or deficiencies in the services on our part.
4. We have no object, if enquiries are made about the work listed by us.
5. We have not been under suspension/termination/banned/blacklisted in the preceding 3 years, till last date of submission of bid, by any PSU/Govt. Departments/PSU Banks/ or any other organization where we have worked. Further, if any of the partners/directors of our organization /firm is blacklisted or having any criminal case against them, our bid/offer shall not be considered. At any later point of time, if this information is found to be false, MSRLM may terminate the assigned contract immediately.
6. We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.
7. We agree that the decision of MSRLM in selection of Bidders will be final and binding to us.

Date:

Place:

Signature of authorized person
Full Name & Designation:
Company's Seal: