



Commissionerate of Integrated Child Development Services Scheme,

Maharashtra State, Navi Mumbai

(Women & Child Development Department)

**Office Address: - Raigad Bhavan, Rear Wing, 1st Floor, CBD, Belapur -400614 Email-
comidsraigadbhavan@gmail.com Telephone No. 022-27576388,322,323 Fax- 022-
27576324**

Invitation to e-Tenders

“Tender for Appointment of Agency for HIRING VEHICLE”

E-Tender reference No: ICDS/01/2025-26



**Commissionerate of Integrated Child Development Services Scheme,
Maharashtra State.**

(Department of Women & Child Development)

1st Floor, Raigad Bhavan, Rear Wing, CBD Belapur, Navi Mumbai-400614

Email : comicdsraigadbhavan@gmail.com; Ph no. 02227576388.

Tender No. ICDS/HIRING VEHICLE/01/2025-26

The Commissioner, Integrated Child Development Services Scheme, under the Department of Maharashtra, invites e-tenders in two envelop systems from the appointment of agency HIRING of VEHICLE for one year starting from 1st April 2025 to 31st March 2026 eligible bidders for the following subject.

Sr. No.	Description	Estimated Require vehicles Quantity	Estimated Tender Value for ₹	EMDP	Nature of Work
01	Appointment of Agency for providing Hire Vehicles for one Years (2025-2026)	587	₹ 26 Crore	Rs. 26,00,000/- by online gateway System only	Providing hire vehicles on Yearly basis across Maharashtra.

Interested eligible bidders may obtain further information of other terms and conditions applicable for the agency providing of hire vehicles from website <http://mahatenders.gov.in>

All bid related activities will be governed by the time schedule given under Key Dates below

Period of sale & preparation of bid	28/04/2025 at.11.00 hrs to 20/05/2025 upto 17.00 hrs
Date of bid submission	28/04/2025 at.11.00 hrs to 20/05/2025 upto 17.00 hrs
Pre-Bid Meeting (ONLINE)	13/05/2025 at 15.30 hrs
Date of bid closing	20/05/2025 at 17.00 hrs
Date of bid opening	22/05/2025 at 11.00 hrs

Pre-bid meeting for hiring of vehicle

Tuesday, May 13 · 3:30 – 4:30pm

Time zone: Asia/Kolkata

Google Meet joining info

Video call link: <https://meet.google.com/rhb-qpab-ysz>

All tender term and condition same as per tender.

Address for communication : Office of the Commissioner, Integrated Child Development Services Scheme,
1st Floor, Raigad Bhavan, Rear Wing, CBD
Belapur, Navi Mumbai 400 614
Phone No: 022- 27576388.

A complete set of tender documents may be purchased by interested eligible bidder upon payment of a non-refundable fee of Rs.25,000/- (Rupees Twenty Five Thousand only) by e-gateway System only

In case of tenders which are downloaded from website, the tenderers should specifically super scribe "Down loaded from the website" on the top left corner of the envelope. However tender cost of Rs.25,000/- (Rupees Twenty Five Thousand only).

The tenders submitted without EMD will be summarily rejected. EMD carries no Interest. The tenders shall be rejected summarily upon failure to follow procedure prescribed in the Tender document. The conditional tender is liable to be rejected. "Commissioner, ICDS, Navi Mumbai" reserves the right to increase or decrease the scope of Services and also reserves the right to cancel or revise or any of the all the tenders or part of tenders without giving any reasons thereof.

Commissioner,
Integrated Child Development Services Scheme,
Women & Child Development Department,
Maharashtra State

C O N T E N T S

Clause No.	Clause	Page No.
1	Introduction	5-6
2	Eligibility criteria	6-8
3	Cost of tendering	8
4	Clarification of tender document	8
5	Amendment of tender document	8
6	Submission of tenders	8-10
7	Deadline for submission of tenders	10
8	Opening of tender	10-11
9	Successful Bidders	11-12
10	Contractor Liability	12-13
11	Period of validity of tenders	13
12	Earnest Money Deposit	13
13	Commercial Envelope	13-14
14	Evaluation of tenders	14-15
15	Post Qualification	15-16
16	Security deposit	16
17	Award of contract	16-17
18	Period of contract	17
19	Parking & Toll charges	17
20	Penalty	17
21	Delivery Period & Place of delivery	17
22	Default cause/cancellation on failure of Services	17
22[A]	Subletting of Work	17
23	Force Majeure	17-18
24	Confidentiality	18
25	Payment	18
26	Corrupt or Fraudulent practices	19
27	Rider-A, Resolution of disputes etc.	19-20
	Annexure 1 - Tender Form	21
	Annexure 2 - Price Schedule	22
	Annexure 3- consortium format	23-25

TERMS AND CONDITIONS

1. Introduction

- 1.1 Commissionerate, ICDS, Women and child Development Department (WCD), Maharashtra hereinafter referred to as a “Services purchaser” invites offer in two envelope systems for supply of services specified in Annexure-A Schedule of Requirements at ICDS
- 1.2 Interested eligible Tenderers may also obtain further information of other terms and conditions applicable for appointment of Agency for Hiring of VEHICLE for one year from our website <http://icds.gov.in>, <http://mahatenders.gov.in> in tender document.
- 1.3 All bid related activities will be governed by the time schedule.
- 1.4 All activities of this tender are carried out online on website <https://mahatenders.gov.in> the tender document is uploaded/ Released on Government of Maharashtra, e-tendering website <https://mahatenders.gov.in> and has to be downloaded as well as filled up and submitted online get way only. Tenderer are required to submit online the **tender cost of Rs.25,000/- (Rupees Twenty Five Thousand only) (nonrefundable)** online payment e-gateway system and the same should essentially be submitted along with EMD cost of **Rs.26,00,000/- (Rupees Twenty Six Lakh only)** online through e-gateway system as per tender schedule. In no case, the tender cost/fee should be mixed with EMD amount. Tender shall liable to be rejected summarily upon failure to follow procedure prescribed in the Tender document.
- 1.5 The quantities mentioned in the Tender are only approximate estimated quantities. Commissionerate, ICDS, Women and child Development Department (WCD), Maharashtra reserves the right to increase or decrease the Scope of services without assigning any reason thereof.
- 1.6 If any tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, information etc. The tenderer has to submit the complaint before price bid opening along with deposit of **Rs. 50,000/- (Rupees Fifty Thousand only)** in the form of Demand Draft drawn in favor of **ACCOUNTS OFFICER, ICDS TENDER MHS, NAVI MUMBAI** payable at Navi Mumbai in terms of deposit. This issue will submit to Commissionerate, ICDS, Women and child Development Department (WCD), Maharashtra along with facts. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true by the Commissionerate, ICDS, Women and child Development Department (WCD), Maharashtra. However, if the complaint found to be false and malafide the deposit will be forfeited. No interest shall be paid against this deposit. Any complaint received after price bid opening will not be entertained.

- 1.7 The number of vehicles mentioned in the tender is only approximate quantities. The Commissioner, ICDS, Women and child Development Department (WCD), Maharashtra reserves the right to increase or decrease the quantities, to be supplied without assigning any reason thereof.

2 Eligibility criteria for this Tender:

This invitation for tender is open to all registered Agency/ firms/traders/reseller/service provider for the **Appointment of Agency for Hiring of VEHICLE** mentioned in the tender document. also mention below terms documents Submission will be mandatory to tenderer.

The bidder should supply vehicles that are maximum 9 years old.

- 2.1 Agency has to submit the following documents along with the Tender.
- 2.1.1 Copy of registration. The agency should be sole proprietary concern/ partnership firm or company registered with copy of registration to be attached the Registrar of firms/ registrar of Companies whichever applicable.
- 2.1.2 GST Certificate along with latest cost paid and ITR for last year.
- 2.1.3 Copy of PAN card registration of the agency
- 2.1.4 Tenderer Should have average annual turnover of the tenderer for any 3 consecutive financial years from 2019-20 to 2024-25 is at least 40% of the estimated tender amount. Bidder should have submitted chartered accountant turnover certificate with UDIN. Income Tax Return acknowledgement, Complete CA certified & audited balance sheets and financial statements for any three consecutives financial years with valid UDIN.
- 2.1.5 The tenderer should have successfully supplied sedan vehicle on the hire to any Government/Semi Government organization /Government owned company/Corporation. The tenderer must have experience with a minimum of three supply orders, each with a value of at least 6 crore, completed from 2019-20 to the date of this tender publication. Additionally, a certificate of satisfactory completion for these supplies must be issued and certified by the concerned Head of Department or his authorized representative (minimum Grade-1 Officer). The experiences will not allow for Food grains / medicine/ civil material /electrical material /Gym Equipment. Copy of supply Work Order and completion certificate issued by the concerned Head of Department or his authorized representative (minimum Grade-1 Officer). The competent Authority of the concerned Government department.
- 2.1.6 The bidder must have experience supplying a minimum of 500 hired sedan vehicles. Additionally, at least 15% of the total number of vehicles specified in the tender should be owned by the supplier. This experience should be documented for the period from 2019-2020 up to the date this tender is published. The supplier must have completed a single supply order to any Government, Semi-Government Organization, or Government-Owned

Company/Corporation during this timeframe.

It is mandatory to attach a copy of the supply order and the work completion certificate from the relevant department. The completion certificate must be issued and certified by the Head of the concerned department or their authorized representative, who must be a minimum Grade-1 Officer, affirming the satisfactory completion of the supply. Both the supply work order and completion certificate should be provided as documentation from the competent authority of the relevant government department.

- 2.1.7 Said vehicles should be registered with the local Regional transport Authority and should have valid PUC.
- 2.1.8 Agency / firm must have an office established in the Maharashtra State. Attested copy of the valid shop Act registration and udyog aadhar certificate all addresses should be the same. Service provider/contractor should have firm shop/ office within Maharashtra State and the firm shall provide services immediately as per requirement.
- 2.1.9 Declaration on stamp paper of Rs.100/- that the agency has not been blacklisted / debarred by any Govt. Dept./during last three yrs. The firms which found guilty of malpractice, misconduct, or blacklisted/debarred either by WCD, Govt. of Maharashtra or by any local authority/ Other State Government/ Central Government's organizations are not allowed. Any Tender NOT meeting and adhering to all above mandatory requirements shall not be considered for evaluation and will be summarily rejected.
- 2.2 Should have positive net worth as on Dt. 31st March,2024 (Minimum 5% of Total Tender Cost).
- 2.3 Tenderer shall furnish documentary evidence (Client's certificate, copies of award of contracts) in support of the satisfactory operation as an Agency for Hiring of Vehicle.
- 2.4 The purchaser reserves the right for verifications of any original documents of the Tender submitted.
- 2.5 Vehicles should be as per rules, regulations & directives from RTO.

Note:

Tenders are not allowed from firm which the firm found guilty of malpractice, misconduct, or blacklisted/debarred either by Women and Child Development Department, Govt. of Maharashtra or by any local authority. Other State Government/ Central Government's organizations. Any Tender NOT meeting and adhering to all above mandatory requirements shall not be considered for evaluation and shall become non-responsive without resource.

3. Cost of tendering

The tenderer shall bear all costs associated with the preparation and submission of their

tenders and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4. Clarification of tender document

A prospective tenderer requiring any clarification of the tender document shall contact the Purchaser **by email or letter prior before pre-bid meeting E mail** : comicdsraigadbhavan@gmail.com

5. Amendment of tender document

- 5.1 At any time prior to the deadline for Sale of tender, the Purchaser may amend the tender documents by issuing addendum/Corrigendum.
- 5.2 Any addendum/corrigendum as well as clarification thus issued shall be a part of the Tender documents and it will be assumed that the information contained in the amendment have been taken into account by the Tenderer in its tender.
- 5.3 To give prospective Tenderers reasonable time in which tenderer has to take the amendments into account in preparing their tenders, the Purchaser shall extend, at its discretion, the last date for submission of tenders, in which case, the Purchaser will notify all Tenderers by placing it on the website and will be binding on them.

6. Submission of tenders:

- 6.1 Tender should be submitted in online get way (Technical Tender & commercial Tender).

6.2 Technical Tender:

Technical Tender: Technical offer must be submitted as per the instructions. The tenderer must attach online the following documents.

- 6.2.1 Tender Form as per Annexure-1 on letterhead with stamp and sign.
- 6.2.2 The instruments such as power of attorney, resolution of board etc. authorizing an person of the tenderer.
- 6.2.3 Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser.
- 6.2.4 Individual page of the tender submitted should be signed by the legally empowered and designated person of the tenderer otherwise tender shall be treated as invalid and rejected. Each page of the tender submitted shall be serially numbered. In case any tender submitted is determined as conditional tender, that tender shall be rejected.
- 6.2.5 Tenderer shall furnish documentary evidence (Client's certificate, copies of award of contracts) in support of the satisfactory operation.
- 6.2.6 To qualify, a tenderer must have an average annual turnover of at least 40% of the estimated

tender amount for any three consecutive financial years from 2019-20 to 2024-25. Bidder should have submitted chartered accountant turnover certificate with UDIN. Income Tax Return acknowledgement, Complete CA certified & audited balance sheets and financial statements for any three consecutive financial years with valid UDIN

6.2.7 The tenderer should have successfully supplied sedan vehicle on the hire to any Government/Semi Government organization /Government owned company/Corporation. The tenderer must have experience with a minimum of three supply orders, each with a value of at least 6 crore, completed from 2019-20 to the date of this tender publication. Additionally, a certificate of satisfactory completion for these supplies must be issued and certified by the concerned Head of Department or his authorized representative (minimum Grade-1 Officer). The experiences will not allow for Food grains / medicine/ civil material /electrical material /Gym Equipment. Copy of supply Work Order and completion certificate issued by the concerned Head of Department or his authorized representative (minimum Grade-1 Officer). The competent Authority of the concerned Government department.

6.2.8 The bidder must have experience supplying a minimum of 500 hired sedan vehicles. Additionally, at least 15% of the total number of vehicles specified in the tender should be owned by the supplier. This experience should be documented for the period from 2019-2020 up to the date this tender is published. The supplier must have completed a single supply order to any Government, Semi-Government Organization, or Government-Owned Company/Corporation during this timeframe.

It is mandatory to attach a copy of the supply order and the work completion certificate from the relevant department. The completion certificate must be issued and certified by the Head of the concerned department or their authorized representative, who must be a minimum Grade-1 Officer, affirming the satisfactory completion of the supply. Both the supply work order and completion certificate should be provided as documentation from the competent authority of the relevant government department.

6.2.9 Copy of GST Registration certificate and PAN card registration of the agency allotted by the Income Tax Department Individual PAN for proprietorship and for firms/ agency, etc. Firms/ agency PAN should be submitted.

6.2.10 Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted/ debarred either by WCD, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations in the past three years.

6.3 Cost of tendering

The tenderer shall bear all costs associated with the preparation and submission of their

tenders and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

6.4 Commercial Tender:

- (a) Rates should be quoted in the Price Schedule **Annexure-2** only
- (b) Government of India has fixed rate per vehicle per year **Rs. 4,50,000/- (all Inclusive Taxes and other all charges) (Rs. Four Lakh Fifty Thousand only)** this is the rate cap for every vehicle per year. Bidders are advised submit rates prior below to given rate cap. Exceed rates will be rejected and such bidder will be disqualified. Additional charges / Taxes and interest on delay payment for any reason will not be applicable.

7. Deadline for submission of tenders

- 7.1 For Submission of tender tenderer must complete the tender submission stages as per schedule of the tender.
- 7.2 The Purchaser may, at his discretion, extend the deadline for the submission of tenders by amending the tender document in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

8. Opening of tender:

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

8.1 Technical Tender - 1

Technical Tender of the tenderer will be opened in the presence of tender opening authority.

8.2 Commercial Tender - 2

This envelope shall be opened after opening of Technical Bid only and if the contents of Technical Bid are found to be in accordance with the tender conditions stipulated in the tender document. Opening of Financial Bid as per procurement procedure. The tentative date and time of opening of Financial Bid will be communicated subsequently to the eligible tenderers on the basis of evaluation of documents in Technical Bid.

9. Successful Bidder:-

- 9.1 The Contractor shall provide services at purchaser premises as per Schedule of Requirements by the purchaser during the Contractual period and it will remain part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the

purchaser from time to time.

- 9.2 The Contractor shall to ensure proper performance of Services in accordance with Schedule of Requirements.
- 9.3 It shall be responsibility of contractor to provide vehicle with drivers for with in stipulated time. In case of emergency Vehicle shall be made available without delay and without cost to the purchaser.
- 9.4 The Contractor shall make Drivers aware about service conditions and duty hours in writing before deployment under this agreement in the appointment letters itself.
- 9.5 Monthly documents shall submit regarding the vehicle.
- 9.6 The purchaser shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any vehicle with prior intimation to the purchaser, emergencies, exempted.
- 9.7 All necessary reports and other information shall be supplied regularly or as and when required regular meetings will be held with the purchaser.
- 9.8 The contactor will not stop payment of its employees irrespective of whether or not the contractor has received its payment from Purchaser.
- 9.9 In case any workman of the service provider suffers injury/ damage or meets with an accident during the discharge of duties, the entire cost of compensation should be borne by the Purchaser shall stand indemnified against any such claim for compensation.
- 9.10 In case the vehicle provided by the successful tenderer are found at fault in any road accident case, the successful tenderer should visit the spot of accident immediately to take the stock of incident. In respect of each other vehicles/persons involved, the successful tenderer should matter themselves with intimation to this office.
- 9.11 Contractor should be treated as principal employer for providing uninterrupted services.
- 9.12 Contractor should arrange vehicles sometimes immediately (within 2 hrs.).
- 9.13 Driver should be medically fit and should have valid license for vehicle driving. Driver should speak & understand Marathi language.
- 9.14 If allotted vehicle is under maintenance, service provider should provide other vehicle immediately.

- 9.15 The Commissioner, Integrated Child Development Services Scheme, Maharashtra for any designated officers in this behalf shall not be treated as principle employer in case of driver supplied by contractor.
- 9.16 Regular maintenance, servicing and up keep shall be done. Vehicle should be cleaned daily.
- 9.17 Bidder should try to Uniform is provided to driver
- 9.18 Bidder will maintain appropriate logbook for breakdown hours and Kms running and get it duly signed by user.
- 9.19 Bidder should be responsible for all type of vehicle repair & maintenance & other vehicle related cost.
- 9.20 Vehicle shall be able to run as per demand of concern officer.

10. CONTRACTOR'S LIABILITY

- 10.1 The Contractor shall completely indemnify and hold harmless the purchaser and its employees against any liability, claims, or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the Purchaser.
- 10.2 The Contractor shall not Sub-Contract or not Sub-let, transfer or assigns the contract or any other part thereof. In the event of the contractor contravening this condition, purchaser shall be entitled to place the contract elsewhere on the contractors risk the contractor shall be liable for any loss, which the purchaser may sustain in consequence or arising out of such replacing of the contract.
- 10.3 Timely and monthly payment of staff employed including drivers in this project is the responsibility of contractor. There shall be no preconditions whatsoever between payment by Purchaser to service provider.
- 10.4 The Contractor should have maintain the vehicle servicing time to time.

11. Period of Validity of tenders:

- 11.1 The tenders shall remain valid for a period of **180 days** after the date of opening of Technical Bid. A tender valid for a shorter period shall be rejected.
- 11.2 Prior to the expiration of the tender validity the Purchaser may request the tenderers to extend the tender validity for the period as required by the Purchaser.

12. Earnest Money Deposit:

- 12.1 All tenders must be accompanied with Earnest Money Deposit (**EMD**) for the amount specified in Annexure-A Schedule of Requirements.
- 12.2 The EMD shall be submitted by online e-getaway system.
- 12.3 The tenders submitted without **EMD** will be summarily rejected.
- 12.4 Unsuccessful tenderer's **EMD** will be discharged/ returned after the expiration of the period of tender validity mentioned in the tender document.
- 12.5 Tenderer shall not be entitled for any interest on **EMD** /Security deposit.
- 12.6 The successful tenderer's **EMD** will be discharged after signing the Contract and submitting the security deposit as stipulated.
- 12.7 The **EMD** shall be forfeited:
 - (a) If a Tenderer withdraws its tender during the period of tender validity as specified in the Tender.
 - (b) In case of a successful Tender, if the tenderer fails:
 - (i) To sign the Contract in accordance with terms and conditions or.
 - (ii) To furnish security deposit as per tender clause 15.

13. Commercial Envelope

- 13.1 The supplier shall quote in original in the Scheduled Rates format attached along with bid document for types of vehicles given in the “Annexure 2”. Each vehicle daily running distance will be 80 Kms or 2400 Kms per Month.
- 13.2 Fixed rate should be quoted per year basis as well as on hourly basis including cost of fuel, wages of driver, and other incidental charges. The prices quoted by the bidder shall remain firm during the period of contract and shall not be subject variation on any account except change in financial norms Government of India.
- 13.3 If WCD Government of INDIA changes financial norms in the contract period, same will be applicable from the date of GOI directions.
- 13.4 The prices quoted should be in Indian rupees and will be valid for a period of **one year** from the date of signing the contract. Any increase in price will not be entertained during the contract period.
- 13.5 The Rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to the adjustment on any account as per the format of price schedule (**Annexure-2**).
- 13.6 The income tax and other taxes if any payable by the Institute / Agency as per rules shall

be deducted from bill and remitted to him concerned authorities. The GST can be charged separately.

- 13.7 In no case any revision in price is admissible, Clarification may be sought and obtained but no change in substance or price is permissible.
- 13.8 The price of the goods quoted, should include all duties and sales and other taxes already paid or payable except;
- (i) Any Indian duties, sales and other taxes which will be payable on the goods if this contract is awarded;
 - (ii) The price of other incidental services.

The Purchaser shall not be responsible for damages, handling, clearing, transport charges etc. And will not be paid by the purchaser. The deliveries should be made as stipulated in the purchase order placed with successful tenderer. Conditional tenders are not accepted and liable for rejection.

- 13.9 If at any time during the period of contract, the price of tendered items is reduced or brought down by any Law or Act of the Central or State Government or by the tenderer himself.
- 13.10 In case of any enhancement in GST due to statutory Act of the Govt. after the date of submission of tenders and during the tender period, the quantum of additional GST so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in GST, the tenderer should produce a letter from the concerned Competent Authorities for having paid additional GST on the goods supplied to the Purchaser and can also claim the same in the invoice.

14 Evaluation of tenders:

- 14.1 After opening of Technical Tender, on the scheduled date, time and venue, the Commissionerate, ICDS shall examine the contents of the tenders received along with all prescribed mandatory documents.
- 14.2 More than one offer from one agency and also conditional offers other than the specified conditions may not be considered and if offered, such tenders are liable to treated as invalid.
- 14.3 The entire document required should be true and each sign by competent authority.
- 14.4 Commissionerate, ICDS shall scrutinize the documents mentioned above for its eligibility,

validity, applicability, compliance and substantiation including post qualification criteria stipulated in tender document.

14.5 Commissionerate, ICDS shall also analyze that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.

14.6 The technical scrutiny shall be on the basis of submitted substantiation documents and Rules. However original documents will have to be produced for verification by the bidder as and when required by the Commissionerate, ICDS, Navi Mumbai. Failure to submit any document then bidder will be Nonresponsive.

14.7 Any tender during the evaluation process do not meet the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation.

14.8 Tenders which are in full conformity with tender requirements and conditions shall be declared as Eligible Tender for opening Financial Tender of such tenderers shall be opened later, on a given date and time.

14.9 Each schedule will be considered separately for evaluation.

14.10 Technical tender opened first after technical evaluation the technical evaluation report uploaded on website of mahatenders any bidder who may have any issue with technical evaluation report can submit register his objection online on mahatenders website within 48 hrs. of the uploading technical evaluation report.

15. Post Qualification:

15.1 The Purchaser will further evaluate the Tenderer's financial, technical, and information submitted by the Tenderer as well as other information the Purchaser deems necessary and appropriate.

15.2 An affirmative post-qualification determination of the Purchaser will be a prerequisite for acceptance of Technical Tender. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next eligible Tenderer to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

16. Security Deposit & Contract Agreement

16.1 The successful bidder shall furnish the security deposit to the Purchaser within 15 days from the date of communication of Acceptance of Bid for an amount of 3% of the contract value, OR as per Clause 4.6 (D) of Govt. Resolution by Industries, Energy & Labour Department, Maharashtra State, Dated 1.12.2016, (d) Micro and small scale enterprises

registered with National Small Industries Corporation (NSIC) and Micro, Small and Medium Enterprises Development Institute (MSMEDIS) deposit amount is waived for purchases up to Rs. twenty five (25) thousand and the purchase price is if more than Rs twenty-five (25) thousand, they shall pay three (3) percent of the total purchase price or Rs. Ten (10) thousand, whichever is less, has to be kept as deposit. However, In computing the deposit for items exceeding Rs. twenty five (25) thousand, the first Rs. Twenty-five (25) thousand should not be counted. Agreement between department and successful bidder to be made as per stamp act. Should be borne by the bidder.

162 The Security Deposit should be in the form of Bank Guarantee in favor of the “**Accounts Officer, Integrated Child Development Service Scheme Maharashtra State Navi Mumbai**”, payable at Mumbai from any Nationalized or Scheduled bank /co-operative bank (Annexure-7). The Contract Agreement on Rs.500/- non-judicial stamp paper. The cost of Stamp paper should be borne by the tenderer.

163 The Security Deposit will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, under the contract.

164 The security deposit shall be discharged (forfeited) as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the Purchaser thinks fit and proper.

165 If vehicle /vehicles are not provided to ICDS, Navi Mumbai as per contract the ICDS reserves the right to cancel the contract and to forfeit the security deposit.

17. Award of contract:

17.1 The Purchaser will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined as lowest evaluated tender, provided further that the tender is determined to be qualified to perform the contract satisfactorily. The Purchaser will place supply orders on staggered basis, if necessary, during the contract period to the lowest evaluated responsive tenderer and will be governed by all the terms and conditions stipulated in the tender document.

17.2 The Purchaser reserves the right to increase or decrease the quantity to be purchased and also reserves the right to cancel or revise or any of the all the tenders or part of tenders without giving any reasons thereto with no cost to the Purchaser.

18. Period of Contract:

The period of contract shall be one years from the date of signing of the contract agreement. financial year 2025-26 . The rate will be fixed for one financial year.

19. Parking & Toll Charges

Payment of any Government tax on duty for applying the vehicles for ICDS within Maharashtra will be the liability of the ICDS department. Parking and Toll charges, if any may be claimed by producing the Parking/Toll slips.

20. Penalty:

In Case of non-compliance of the above terms and conditions of the contract, a penalty may be levied.

21. Delivery Period & Place of delivery: As and When Required.

22. Default Clause / Cancellation on failure to supply/ Services:

If the Agencies fails to commence service as scheduled stipulated in the contract, it shall be discretion of the purchaser either. (a) to extend the period or .(b) to cancel the contract in whole or in part for the services without any show cause notice. In the event of extension, liquidated damages, will be applicable. If the purchaser decides to cancel the contract, the mode of repurchase will be at the discretion of the purchaser. The agency shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the purchaser may sustain on account of such repurchase at the risk and cost of the agency. In addition to action above, the purchaser may debar the defaulting supplier from future orders, for maximum period of 3 years.

22. [A] Subletting of Work :

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing of the **Commissioner, ICDS, Maharashtra** which he will be at liberty to refuse if he thinks fit.

23. Force Majeure:

- a. For purposes of this Clause, 'Force Majeure' means at any time during subsistence of contract an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- b. If a Force Majeure situation arises, the Supplier shall promptly but not later than 30 days notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event at the cost of supplier.

- c. Force Majeure will be accepted on adequate proof thereof.
- d. If contingency continues beyond 30 days, both parties agree to discuss and decide the course of action to be adopted. Even otherwise contingency continues beyond 60 days then the purchaser may consider for termination of the contract on equitable basis.

24. Confidentiality

- a. Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the notification of Contract award is made.
- b. Any effort by the tenderer to influence the Purchaser in the Purchaser's tender evaluation, tender comparison, or contract award decisions may result in the rejection of the Tenderer's tender.

25. Payment

- a. No payment shall be made in advance nor shall any loan from any bank of financial institution be recommended on the basis of the order of award of work.
- b. All payment shall be made through e-payment system only.
- c. Commissioner, ICDS, Maharashtra shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in prescribed para.
- d. The term "Payment" mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding earnest money and security deposit governed by the separate clauses of the contract.

26. Corrupt or Fraudulent Practices

- a. The Purchaser as well as Tenderers shall observe the highest standard of ethics during the procurement and execution of such contracts.
- b. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.
- c. "Fraudulent practice" means a misrepresentation or commission of facts in order to Influence a procurement process or the execution of a contract to the detriment of

purchaser and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

- d. “Collusive practice” means a scheme or arrangement between two or more tenderers, with or without the knowledge of the Purchaser, designed to establish tender prices at artificial, noncompetitive level; and.
- e. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- f. “The Purchaser will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question;.
- g. The Purchaser will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

27. Please see “Rider A”

- a. Resolution of dispute: In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably with Commissioner, ICDS, Maharashtra.

b. Arbitration:

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator, Hon. Secretary, Women and Child Development Department Government of Maharashtra. The award passed by the sole Arbitrator shall be final and binding on the parties.

The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder.

27.2 Governing Language:

English language version of the contract shall govern its interpretation.

27.3 Applicable Laws:

The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

27.4 Indemnification:

The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the purchaser in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.

27.5 . Jurisdiction

All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.

27.6 Suing clause

No suits, prosecution or any legal proceedings shall lie against the Commissioner, ICDS, Maharashtra or any person for anything that is done in good faith or intended to be done in pursuance of tender.

ANNEXURE -1

Tender Form

To
The Commissioner,
Integrated Child Development
Services Scheme
Maharashtra State, CBD Belapur,
Navi Mumbai.

Dear Sir

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to provide Services under the above-named Contract in full conformity with the said tender document and our financial offer in the Price schedule which is made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the tender document.

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

We agree to a tenderer 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 tender for and on behalf of

ANNEXURE-2

PRICE SCHEDULE - (Table No. 1)

SR	WORK DESCRIPTION	RATE PER VEHICLE PER YEAR (80 KMS per day or 2400 per Month.)	TOTAL NO OF REQUIRE VEHICLES	AMOUNT INCULSIVE OF ALL TAXES, GST or other any charges if applicable.
1	A	B	C	D
2	Residence to Office & within Maharashtra and On Monthly basis during contract period Swift Dezire / Etios / Verna or Similar.		587	

AMOUNT IN WORD:.....

Terms & Condition:-

Note:

1. The bidder with lowest cost submitted (L1 rate) shall be decided as L1.
2. In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
3. For any other calculation/ summation error etc. the bid may be rejected.
4. Commercial Quote of the Bidder shall be including GST or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rate. Tax structure on the payment shall be applicable based on government notification at the time of submission of invoice.
5. The WCD reserves the right to reject/accept any or all the eTenders in full or part without assigning any reasons and the decision of the WCD shall be final and is binding on all concerned. No appeal against the decision of the WCD shall be entertained.

Date and place :

Yours faithfully,

Bidder signed and seal