

MAHARASHTRA STATE WAREHOUSING CORPORATION



(A GOVERNMENT UNDERTAKING)

583/B, Market Yard, Gultekadi, PUNE-411 037

TENDER PAPERS

(E-Tender)

For the work of

Hiring of AC Car on Monthly basis / Call basis as &
when required basis for Head Office, Pune.

Security Deposit : Rs. 1,75,000/-

Earnest money Deposit : Rs. 70,000/-

Tender Notice ADM/01/2023-2024

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महाराष्ट्र राज्य वखार महामंडळ
(शासनाचा सार्वजनिक उपक्रम)
583/ब, गुलटेकडी, मार्केट यार्ड, पुणे -411 037

E-Tender Notice No.MSWC/ADM/Vehicle/01/2023

भाडोत्री वाहन पुरवठाबाबत ई-निविदा (कालावधी ०१.०४.२०२३ ते ३१.०३.२०२४)

महाराष्ट्र राज्य वखार महामंडळाच्या गुलटेकडी, मार्केटयार्ड, पुणे-411037 या कार्यालयाकरिता दि.०१.०४.२०२३ ते ३१.०३.२०२४ या कालावधीसाठी भाडोत्री खाजगी वाहन पुरवठा करण्याबाबत निविदा मागवित आहे.

भाडोत्री खाजगी वाहन पुरवठा ई-निविदा
(कालावधी ०१/०४/२०२३ ते ३१/०३/२०२४)

कामाचा प्रकार	तपशील	निविदेच्या कामाची अंदाजीत किंमत
कार्यालयीन व इतर अति महत्वाच्या कामासाठी स्थानिक वापरकरिता तसेच बाहेरगावी फिरती कार्यालयीन दौरे करण्यासाठी वाहन पुरवठा करणे.	महामंडळाच्या मागणी प्रमाणे वाहनाचा पुरवठा करणे.	३५,००,०००/- पर्यंत

निविदा प्रक्रियेचा तपशील

१.	'ई' निविदा मिळण्याचा/ विक्रीचा कालावधी	'ई' निविदा संचाची विक्री www.mahatenders.gov.in या वेबसाईटवरून फक्त ऑन लाईन दि.१७.०२.२०२३ पासून ०१.०३.२०२३ संध्याकाळी ५.०० पर्यंत चालू राहिल. 'ई' निविदा संचाची किंमत रु.३५००/- अधिक १८ टक्के GST याप्रमाणे रु.४१३०/- आहे.
२.	ऑनलाईन बयाणा रक्कम जमा करण्याचा कालावधी	ऑनलाईन बयाणा रक्कम रु.७०,०००/- (EMD) महाराष्ट्र शासनाच्या www.mahatenders.gov.in या वेबसाईटवर दि.१७.०२.२०२३ पासून ०१.०३.२०२३ पर्यंत स्विकारण्यात येईल.
३.	ऑनलाईन निविदा भरण्याचा कालावधी	दि.१७.०२.२०२३ पासून ०१.०३.२०२३ रोजी, संध्याकाळी ५.०० वाजेपर्यंत. www.mahatenders.gov.in या वेबसाईटवर ऑन लाईन भरू शकतील. दि.०१.०३.२०२३ रोजी सांयकाळी ५.०० वाजेपर्यंत ई-निविदाची कागदपत्र सादर करताना फक्त PDF फाईल मध्येच सादर करणे.
४.	ऑनलाईन निविदा उघडणे दिनांक	दि. ०३.०३.२०२३ रोजी दुपारी ४.०० वाजता किंवा स्वतंत्रपणे घोषित केलेल्या वेळी ऑनलाईन उघडण्यांत येतील.

१. ऑन लाईन ई-निविदा दाखल करण्यासाठी www.mahatenders.gov.in या वेबसाईटवर माहिती उपलब्ध आहे. तसेच म.रा.वखार महामंडळाच्या प्रशासन विभागामार्फत आवश्यक ते मार्गदर्शन देण्यांत येईल.

२. निविदा उघडतेवेळी निविदाकार अथवा निविदेबाबत संपूर्ण अधिकार असण्याबाबत त्या व्यक्तीचे नावे अधिकारपत्र प्राप्त प्रतिनिधी उपस्थित असावा.

३. महाराष्ट्र शासनाच्या www.mahatenders.gov.in या संकेत स्थळावर ई-निविदाची कागदपत्र सादर करताना फक्त PDF फाईल मध्येच सादर करावे. प्रत्यक्षात कागदपत्रे देण्याची आवश्यकता नाही. परंतु महामंडळाला कागदपत्राची आवश्यकता वाटल्यास मुळ कागदपत्रे सादर करणे बंधनकारक राहिल.

४. कोणतेही कारण न दाखविता कोणतीही निविदा स्विकारण्याचा वा नाकारण्याचा अधिकार महामंडळाचे अध्यक्ष व व्यवस्थापकीय संचालक ह्यांनी आपल्याकडे राखून ठेवला आहे.

अध्यक्ष व व्यवस्थापकीय संचालक

DISCLAIMER

1. Detailed Time Table for the various activities to be performed in e-tendering process by the Tenderer for quoting their offer is given in this Tender Document under “Tender Schedule”. Contractor should carefully note down the cut-off dates for the carrying out each e-tendering process / activity.
2. Every effort is being made to keep the Website upto date and running smoothly by Maharashtra State Warehousing Corporation and the Service Provider. However, Maharashtra State Warehousing Corporation takes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issue at any point of time.
3. In that event Maharashtra State Warehousing Corporation will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Website. It includes all associated services, or due to such unavailability of the Website or any part thereof or any contents or any associated services.
4. Tenderers must follow the time table of e-tendering process and get their activities of e-tendering processes done **well in advance** so as to avoid any inconvenience due to unforeseen technical problem if any.
5. Maharashtra State Warehousing Corporation will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error/ failure of website and it cannot be challenged by way of appeal, arbitration and in the Court of Law. Contractor must follow the instructions given regarding all the e-tendering activities well in advance.
6. GST:- The rates quoted by the contractors shall be exclusive of GST
7. Registration for E- Tendering:- For participating in the tenders, online vendor registration is mandatory. Online registration is already open on this site <http://mahatender.gov.in>.

General Information for Contractor

- i) Compulsory attach forwarding letter with address, Mobile Number & Email ID.**
- ii) The bidder should be taxi contractor/ individual owner, registered as a taxi in his name or bidder's company name.**
- iii) The bidder should have valid tourist permit, registered with Regional Transport Authority and should furnish a copy of registration certificate in support there of..**
- iv) Manufacturing / model of vehicle should be in the year 2020 & thereafter.**
- v) Copy of Tenderer's PAN Card.**
- vi) Copy of valid Goods & Service Tax (GST) Certificate from Maharashtra State.**
- vii) Unit Translation No (U T R) mentioned along with slip or payment made by online obtained at the time of deposition of E M D & Tender fee.**
- viii) The tenderers should satisfy themselves before purchasing the tender online that they meet above qualifying criteria.**
- ix) The tenderer shall upload the necessary documents (Scanned/PDF of Original/Attested copies of documents) in support for fulfilment of pre-qualifying criteria and other tender requirements.**
- x) The tenderers not fulfilling the criteria of submission of the technical bid documents as specified in tender will be disqualified. The online purchase of tender documents does not necessarily qualify the tenderers for acceptance of their bid.**
- xi) Registration for E-Tendering – For participating in the tenders, online vendor registration is mandatory. Online vendor registration is already open on this site "<http://mahatenders.gov.in>".**
- xii) Blank Tender Documents will neither be issued manually nor be sent by post or courier. Blank tender documents can be viewed and downloaded by registered intending tenderer online on website "<http://mahatenders.gov.in>" from above mentioned dates. The tender fee will be accepted by online (Net banking only) only, depositing the tender cost by cash at M S W C will not be allowed.**
- xiii) The fee of the tender document will be non-Refundable.**
- xiv) If further information regarding the work can be obtained from the MSWC, Pune (Phone No.020 – 24206872/90)**

- xv) Tenders (Technical Bid & Commercial Bid) duly filled in as per the procedure stipulated in the tender document and duly signed with digital signature will be received online up to above mentioned date. It is advisable to submit the digitally signed tenders in advance of due date & time so as to avoid last minute trafficking at server. Technical Bid will be opened online on the date mentioned above. (if possible) After opening of Technical Bid and its scrutiny, the Commercial Bid submitted by the tenderers who have been qualified in Technical Bid will be opened on the same day (if possible). The physically submitted offers will not be considered.
- xvi) Security Deposit to be submitted at the time of agreement is Rs.1,75,000/-
- xvii) Earnest Money Deposit of Rs.70,000/- shall be accepted only in the form of online is applicable & in any other form like cash or cheque or F.D.R. or D.D or RTGS/NEFT will not be accepted & any type of exemption is not applicable (EMD/SD etc.) to any type of agency.
- xviii) The amount of earnest money will be forfeited in case successful contractor does not pay the amount of initial security deposit within the time specified as stipulated by the Dy. General Manager (Adm) and complete the contract documents. In all other cases earnest money will be refundable. Further it may be noted that successful Agency's who fail to execute agreement by depositing S.D. will be debarred from participation in MSWC for future works for 3 years & agency will be black Listed.
- xix) The tender submitted by the tenderer shall remain valid for a period of 120 days from the date **opening of financial bid** (Envelop No.2).
- xx) The contractor whose tender is accepted is required to note that no foreign exchange will be released by the MSWC, Pune.
- xxi) This notice inviting tender shall form part of the tender agreement.
- xxii) The right to reject any or all tenders without assigning any reasons what so ever is reserved by the Corporation.
- xxiii) The rates quoted by the contractor shall be deemed to be **inclusive of all taxes other than Goods and Service Tax 2017** that the contractor will have to pay for performance of this contract. The rates quoted by the contractor shall be exclusive of Goods and Service Tax 2017 which shall be paid extra by the M.S.W.C.at prevailing rates. The M.S.W.C. will perform such duties in regard to the deduction of such taxes at sources as per applicable law.
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CHECK –LIST
SUMMARY OF COMPLIANCE OF THE REQUIREMENT OF
THE TENDER

Sr. No.	Description of Requirement	Yes/ No.	Page / Ann. No. of Enclosed Tender
1.	Whether the firm /proprietor is registered with Regional Transport Authority?	Yes / No.	
2.	R.C. Book	Yes / No.	
3.	Road Tax Clearance Certificate	Yes / No.	
4.	Copy of PAN CARD	Yes / No.	
5.	Copy of GST Certificate.	Yes / No.	
6.	Certificate of the Valid Insurance Policy.	Yes / No.	
7.	Valid Pollution Certificate (PUC)	Yes / No.	
8.	Partnership deed, if applicable	Yes / No.	
9.	Details of other organizations where such contracts are undertaken (attach supportive documents)	Yes / No.	
10.	List of Arbitration cases (if applicable)	Yes / No.	
11.	Acceptance of Terms and Conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and Submitted as part of tender document.	Yes / No.	
12.	Commercial Bid proforma completed.	Yes / No.	

Declaration by the Tenderer:

This is to certify that I/We before signing this tender, have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encl: 1. Terms and Conditions (each page must be signed and sealed)

(Signature of Tenderer with seal)

Place :-

Date :-

Name :

Seal :-

Office Address :-

GENERAL TERMS AND CONDITIONS

1. **Parties:** - The parties to the Contract are the contractor (the tenderer to whom the work has been awarded) and the M.S.W.C.
2. **Addresses:** For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address and contact number(s) by a separate letter sent by registered post with acknowledgement due to the M.S.W.C., Pune. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address and contact number(s) in the aforesaid manner.
3. No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the in respect of any previous work will be entertained.
 - 3.1 Tenderer /Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer/bidder fails to comply with the stipulations made therein or backs out after quoting the rates, the aforesaid banker demand draft will be forfeited by the M.S.W.C.
 - 3.2 The tender without Earnest Money will be summarily rejected.
4. **Preparation and submission of Tender :** The tender should be submitted in two parts namely, Technical Bid (in form given at Annexure-III) along with Earnest Money Deposit and Commercial Bid (in form given at Annexure-IV)
5. **Signing of Tender :** The individual signing the tender and other documents connected with contract must specify whether he signs as :-
 - (a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
 - (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
 - (c) Directors or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.
 - (d) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly signed & affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
 - (e) In the case of partnership firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any party, the tender and all other related documents must be signed by all partners of the firm.
 - (f) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, this office may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

- (g) The tenderer should sign and affix his/his firm's stamp on each page of the tender and all its Annexures as the acceptance of the offer by the tenderer. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT.** (This sub- clause will not be applicable in cases where signing of a separate agreement is considered by the M.S.W.C., Pune.)
- (h) Each & every page of the tender document (Annexures I to IV) shall be signed by the bidder as mentioned at clause no 5 above.
- 6. Technical Bid:** The Technical bid should be submitted in form given in Annexure-II & III along with registration particulars, copy of PAN Number issued in favor of the firm, full details of the number of Car registered in the name of the tenderers or his firm and other information sought for in the Annexure-II.
- 7. Commercial Bid:** The Financial/Commercial Bid should be submitted in the form given in Annexure-IV. The Commercial Bids of those tenderers, who are found technically compliant, will be opened on a specified date and time to be intimated to the respective tenderer.
- 7.1 Terms of payment as stated in the Tender Document shall be final.
- 7.2 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
- 8. Validity of the Bids:** The bids shall be valid for a period of 120 days from the date of opening of the tenders.
- 9. Opening of Tender :** The tenderer is at liberty either himself or authorize, not more than one representative to be present at the time of opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.
- 10. Criterion for Evaluation of Tender:** The Technical Bids will be opened by a committee authorized by the competent authority.
- 10.1 The Commercial Bids of only those tenderers whose Technical Bids are accepted will be opened in the presence of those tenderers who will remain present.
- 11. Period of Contract :** The contract shall commence from the date of work order of the firm on the terms and conditions. To begin with, the contract will be for one year. If performance is found satisfactory on review the contract will be extendable for an additional one year, with rights to revise the rate quoted by either 5% or proportionate rise in percentage for the increase in fuel rates, which ever is less, for such extended period of one year. The contract so awarded can be terminated by M.S.W.C. at any time without any notice or conveying any reason therefore.
- 12. Communication of Acceptance:** Successful Tenderer will be informed of the acceptance of their tender.
- 13. Security Deposit:** The successful tenderer shall furnish Demand Draft of Rs.1,75,000/- in favor of "Maharashtra State Warehousing Corporation" towards Security Deposit within 7 days from the date of acceptance of the tender. The Earnest Money Deposit of the successful firm shall be refunded after receipt of Security Deposit.

- 13.1 The amount submitted towards EMD/Security Deposit will be forfeited by the order of the Competent Authority of M.S.W.C. in the event of any breach or negligence or non-observance of any terms/condition of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Demand Draft as may be considered by the sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- 14. Penalty:** In case of breach of any condition/s of the contract and for all type of losses caused including excess cost due to hiring of Car from the market in the event of Contractor failing to provide requisitioned number of cars or not providing Cars, the office shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the M.S.W.C.
- 15.** The powers of the Office of M.S.W.C. under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 13.1 above.
- 16. Breach of Terms and Conditions :**
- 16.1 In case of breach of any of terms and conditions mentioned above, the Competent Authority of M.S.W.C. will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by the M.S.W.C. in that event and the Security Deposit in the form of Demand Draft shall be encashed.
- 16.2 The Amount of earnest money will be forfeited in case a successful contractor does not pay the amount of initial security deposit within time specified and complete contract documents. A successful agency which fails to execute registered agreement by depositing stamp duty will be debarred form participation in MSWC for future works for 3 years and agency will be black listed.
- 17. Sub-letting of Work:** The firm shall not assign or sublet the work or any part of it to any other person or party.
- 18. The tender is not transferable.**
- 19. Terms of payment:**
- 19.1 Log book shall be maintained by & with the driver of vehicle provide for M.S.W.C. & the log book may be got signed by the user and proper entry with respect to place visited, time, kilometer's etc. be made indicating name and designation of the officer who have utilized the vehicle.
- 19.2 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 19.3 The contractor shall submit the bill at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.
- 19.4 All payments shall be made by RTGS / NEFT only after deducting appropriate taxes as declared by Government from time to time.

- 19.5 Office of M.S.W.C. shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties imposed by the Bureau, if any.
- 19.6 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.
- 19.7 Wherever applicable all payments will be made as per schedule of payments.

20. Arbitration: If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by Office of M.S.W.C., The arbitration proceedings shall take place in M.S.W.C., The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

21. Right of Acceptance: M.S.W.C. reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Competent Authority of the M.S.W.C. in this regard shall be final and binding.

- 21.1 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's tender.

**TECHNICAL BID- PARAMETERS AND TECHNICAL
SPECIFICATION FOR EXECUTING THE WORK**

Sub: - Hiring of AC Car on Monthly & Call basis as when required basis

1. The list of Cars along with photocopies of registration books should be attached with the tender.
2.
 - i. The firm should be registered with Regional Transport Authority and should furnish a copy of registration certificate in support thereof.
3.
 - i. AC Cars to be provided by the Contractor should be in perfectly sound working condition and suitable for use by M.S.W.C. Officers.
 - ii. AC Cars supplied should be manufactured in year 2020 or thereafter and vehicle with good condition and no accident history. The firm should specify the numbers of such vehicles enclosing copies of their RC. Also Fitness Certificate from RTO Pune should be submitted.
 - iii. The firms should have adequate number of cars to be provided as hired Car.
 - iv. Firms should have adequate number of drivers having experience of driving in Maharashtra and must possess valid license to drive commercial vehicle.
4. Only such Hire Car Operators/Agency may apply whose Cars have been duly authorized by the concerned RTO for use as public transport.
5.
 - i. The firm should ensure that the drivers employed hold valid driving license, are well behaved, reasonably educated, having communication skill in local & Hindi/English, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
 - ii. Each driver employed by the firm must have a cell-phone duly activated.
 - iii. Each driver should wear uniform while on duty in this office.
 - iv. No. mileage will be allowed for lunch / tea of the driver and for coming & going to parking station (if it is not authorized by MSWC) Driver should carry his lunch.
 - v. Only drivers having sufficient experience of driving in Maharashtra and surrounding states, having valid driving licenses, with no criminal record (Certificate from police required) should be deployed to M.S.W.C. office. The firm should inform in advance the bio data of all drivers that could be deployed for office of M.S.W.C. on duty.
 - vi. The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
 - vii. While M.S.W.C., has a regular requirement for hiring of Cars; it shall have the right not to utilize the services at any time for any period without giving any notice. The office will also reserve the right to hire cars/ taxis from any other provider of such services even during the period of contract. Revision of rates will not be entertained during the period of contract.
 - viii. The firm should have a provision to take the bookings 24hrs. x 7days.

- 6. a.** Rates once finalized will be valid for a period of 12 months during which upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes.
 - b.** The contract shall commence from the date of work order. To begin with, the contract will be for one year. If performance is found satisfactory on review the contract will be extendable for an additional one year, with rights to revise the rate quoted by either 5% or proportionate rise in percentage for the increase in fuel rates, whichever is less, for such extended period of one year. The contract so awarded can be terminated by M.S.W.C. at anytime without any notice or conveying any reason therefore.
- 7.** During contract period engaged vehicle must be covered by comprehensive Insurance coverage (with third party) MSWC will neither be responsible for any damage to vehicle due to accident or otherwise nor compensate any loss of life due to accident or otherwise.
- 8.** The tenderers should satisfy themselves before purchasing the tender online that they meet the above criteria.

**TENDER FORM-1 TECHNICAL INFORMATION AND
UNDERTAKING**

Sub: - Hiring of AC Car on Monthly & Call basis for Head Office, Pune

1. Name of the Tenderer / Agency :
2. Office Address (with Tel. & Mob No.) :
3. Address and Tel. No. of Garage :
4. GST Tax Registration No. along with proof there of :
5. PAN No. of the firm :
6. Working experience of the firm (in years.) :
7. Nature of the firm/agency :(i.e. Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization) - Copy of Registration Certificate be furnished. :
9. Nos., Age in years & models, make of the vehicles owned by the firm. :
10. Nos. of drivers, qualification and communication capability in local & Hindi/English languages by the driver(s) along with their working (driving) experience (in yrs.) and valid driving license :
11. Availability of Cell phone & Address of the driver(s) :
12. Remarks (if any) :

(Signature of Tenderer with seal)

Place :-

Name :

Date :-

Seal :-

Office Address :-

SCHEDULE OF RATE

Rate for providing transport facility to Head Office on Call basis

MONTHLY & CALL BASIS
(Rate Quoted Should be Exclusive of GST)

(A) MONTHLY BASIS

Sr.No.	Type of Vehicle (All AC Vehicles)	Package Rate for upto 1500 km per month (Rs.)	Package Rate for upto 2000 km per month (Rs.)	Extra Charges per km beyond limit (Rs.)
1	Toyota ETIOS / Maruti Suzuki Swift Dzire / Ciaz / Honda Amaze or Equivalent Vehicles			
No Halt Charges, No any Sort of Over time Charges, for out stations.				

(B) CALL BASIS

Sr. No.	Type of Vehicle	Local 8 hours / 80Kms (Rate) Rs.	Rate for		Out Station per km (Rate) Rs.
			Extra kms (Rs.)	Extra Hours (Rs.)	
1	Toyota Innova AC				
2	Maruti Suzuki Ertiga AC				
3	Maruti Suzuki Swift Dzire / Ciaz / Honda Amaze or Equivalent Vehicles				
No Halt Charges, No any Sort of Over time Charges, for out stations.					

Note :

- 1) The rates quoted will be exclusive of GST and the same will be payable by the Corporation over and above the scheduled rates.
- 2) The expenditure incurred on account of Toll tax, Parking etc. if any paid by the Contractor, shall be reimbursed on production of original receipts along with the monthly bill.
- 3) During the contract period no increase in the rates will be considered on account of fuel prices or any other inputs.

(Signature of Tenderer)

Place :

Name :

Date :

Seal :

Office Address :

AGREEMENT

This Agreement is made at on this day of between Maharashtra State Warehousing Corporation, 583/B, Market Yard, Gultekadi, Pune. 37 hereinafter called the party of the 1st part and M/s..... hereinafter called the party of the 2nd part.

Whereas the party of the 2nd part has agreed to render the services of hired cars to the party of the 1st part for a period of **Twelve months** w.e.f. on the terms and conditions mutually agreed upon as under :

1. The vehicles supplied by the firm on hiring basis to this office, shall be manufactured in 2021 and thereafter failing which a penalty of 1% per day of the monthly bill shall be deducted.
2. MSWC intend to hire 5 AC vehicles on regular monthly basis and others on requirement basis which will be intimated to the agency in advance for day to day office work and the Contractor shall render services to the MSWC, Pune for its smooth running as may be required from time to time.
3.
 - i. Cars to be provided by the firm shall be in perfectly sound working condition and suitable for use by Senior Officers.
 - ii. Firms shall have sufficient number of drivers having valid driving licenses & experience of driving in Maharashtra state.
4. All the legal formalities such as registration with RTO., insurance formalities etc. Shall be completed in all respect of all the vehicles provided to this office by the firm.
5. In case of any accident, all the claims arising out of it shall be met by the Contractor.
6.
 1. The firm should ensure that the drivers employed hold valid driving license, are well behaved, reasonably educated, conversant with traffic rules/ regulations and city roads/routes as well as security instruction.
 2. Each driver employed by the firm must have a cell-phone duly activated.
 3. Each driver shall wear uniform while on duty in this office, failing which a penalty shall be imposed at the discretion of the competent authority of this office.
 4. No mileage will be allowed for lunch/tea of driver. Driver should carry his lunch.
 5. Only drivers having sufficient experience of driving in Maharashtra areas and surrounding states shall be deployed to the office of the MSWC. The firm should inform in advance the bio-data of all drivers who would be deployed for M.S.W.C. duty.
 6. The firm shall have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
 7. The time and distance in respect of hired cars will commence and terminate from M.S.W.C. office.
 8. While the office of the MSWC has a regular requirement for hiring of Cars, it shall have the right not to utilize the services at any time for any period without giving any notice. The office will also reserve the right to hire cars from any other provider of such services even during the period of contract. Revision of rates due hike in Petrol /Diesel price or nay other reasons will not be entertained during the period of contract.
 9. The firm shall be experienced in providing fleets for events, delegation's meetings and conferences etc.
 10. The firm should have a provision to take bookings 24 hours in 7 days.
 11. The firm shall ensure that each of the drivers carries a Driver's Log Book. The Log Book is filled by the driver daily, on a regular basis, giving details of each of the place visited, starting from the originating place. The firm or the driver should ensure that the Log Book is countersigned by the competent authority of this office on a daily basis failing which the firm shall have no rights, whatsoever to claim the charges/rent for the respective day (s).
 12. The firm shall ensure that the drivers carries Trip sheet/Log book and the same should be neatly and legibly filled on on-call basis; giving the details such as date, starting time of booking, closing time of booking at M.S.W.C., places visited, starting Km reading, closing Km reading, booking given by M.S.W.C. officials, driver name, driver's cell-phone numbers, driver signature, M.S.W.C. official's counter signature in closing the service provided time; failing which the Firm shall have no rights to whatsoever to claim the charges for the service provided for the respective days.

7. The firm shall provide cars which are so duly authorized to run/operate as cars/taxis by the transport department or police deptt. or regulating agencies. Requirement of all licensing and upto date insurance of cars in this regard, whatsoever, would be the responsibilities of the firm. Cars to be provided by the firm shall use only legally authorized fuel in running the Cars.
8.
 - a. Rates once finalized will be fixed at least for a period of one year during which upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes. However, parking fee/toll tax, whenever applicable shall be borne by M.S.W.C. subject to submission of tax/toll paid receipt/s.
 - b. The contract shall commence from the date of work order. To begin with , the contract will be for one year initially, extendable upto 1 year. To begin with, the contract will be for one year. If performance is found satisfactory on review the contract will be extendable for an additional one year, with rights to revise the rate quoted by either 5% or proportionate rise in percentage for the increase in fuel rates, which ever is less, for such extended period of one year. The contract so awarded can be terminated by M.S.W.C. at anytime without any notice or conveying any reason therefore.
9. **Security Deposit:** The firm shall furnish Demand Draft of Rs.1,75,000/- in favour of MSWC payable at Pune towards Performance Security Deposit within 7 days of the date of acceptance of tender.
10. The Demand Draft submitted towards EMD/Security Deposit shall be forfeited by order of the M.S.W.C. in the event of any breach or negligence or non- observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Demand Draft as may be considered by the M.S.W.C. to cover any incorrect or excess payments made on the bill to the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
11. **Penalty:**
 - a. In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring of cars from the market in the event of Contractor failing to provide requisitioned number of cars or not providing cars, the office shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract from the Security Deposit or may be demanded from him to be paid within seven days to the credit of the M.S.W.C..
 - b. The powers of the M.S.W.C., Pune under this condition shall in no way affect or prejudice the powers to terminate the contract as herein provided, nor affect forfeiture of deposit mentioned under Clause 11 above.
12. **Breach of Terms and Conditions:**

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department in that event and the Security Deposit in the form of Bankers Cheque / Demand Draft shall be forfeited.
13. **Sub-letting of Work:** The firm/agency shall not assign or sublet the work or any part of work to any other person or party.
14. **Terms of Payment:**
 - 14.1 No payment shall be made in advance nor any loan from any Bank or Financial Institution recommended on the basis of the order of award of work.
 - 14.2 The firm shall submit the bill at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.
 - 14.3 All payment shall be made by cheque only. Taxes, as applicable, shall be deducted from the payment of bills unless exempted by concerned authorities.
 - 14.4 Office of M.S.W.C., MSWC, Pune shall be at liberty to withhold any of the payment in full or in part subject to recovery of penalties mentioned in preceding para.
 - 14.5 The term 'payment' mentioned in the 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.

15. The tender terms and conditions will be the part of this agreement and binding on both the parties.

16. Arbitration:

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts at conciliation do not yield any results within a period of 30 days, either party may request the other for submission of the dispute for decision by an arbitral tribunal containing a sole Arbitrator to be appointed by THE CHAIRMAN AND MANAGING DIRECTOR of M.S.W. CORPORATION. The arbitration proceedings shall take place in office of the M.S.W.C., Pune the provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

In witness whereof, we the parties to this deed have put our hands and signatures to these resent on the day and year first mentioned as token of execution of this deed

Witness

- 1.
- 2.
- 3.
- 4.

Signature of Contractor

**Dy. General Manager (Adm)
M.S. Warehousing**



MAHARASHTRA STATE WAREHOUSING CORPORATION

583/B, Market Yard, Gultekadi, PUNE-411 037

Tel. 020-24262951, 24206872

Email: - mswcinfo@mwarehouseing.com, mswc2k@yahoo.com

Website: mwarehouseing.com

Tender No.

MSWC/ADM/VEHICLE/01/2023-24

FORM OF E – TENDER

E - TENDER FOR SUPPLY OF VEHICLE ON HIRE **(FOR MONTHLY AND CALL BASIS)**

1. FROM (Full Name & Address of the Tenderer/s)

2. Telephone No. -----

To,
The Chairman & Managing Director,
Maharashtra State Warehousing Corporation,
583/B, Market Yard, Gultekadi,
PUNE-411 037

Dear Sir,

1. Pursuant to the Tender Notice inviting tender published by you on the ----- day of ----- I/We submit herewith Tender for supply of Vehicle on hire, listed in the Annexure 'A'

2. I/We have thoroughly examined and understood the terms & conditions of the tender. I/We agree to abide by the terms & conditions mentioned there at Annexure 'B'

3. RTGS OF NEFT No. ----- dated ----- for Rs. ----- towards EMD required as per the terms & conditions in enclosed herewith.

4. (A) Tender should be submitted in the two Envelops.

Envelop (I) - Technical
Envelop (II) - Commercial

Sr. No.	Envelope - I Technical Bid	Envelope - II Commercial Bid
1	RTGS (EMD) Slip Xerox Copy	Rates should be quoted in Annexure IV A& B (Call / Monthly Basis) figures and words & dully signed
2	PAN Card Xerox copy	Rate quoted should be exclusive of GST
3	Financial Status (ITR) for 3 Years	
4	Copy of Shop Act as tourist vehicles business.	
5	R.C./T.C. Books Xerox copy of own Vehicle / Attached Vehicles (Registered from 2021)	
6	GST Registration Certificate	
7	GST Clearance	
8	Experience etc.	
9	Original Tender Documents Duly Signed	
10	Terms & Conditions for the Tenderer duly Signed	

(B) If the documents in envelope No. I are up to satisfaction and with the EMD then only envelope No. II will be opened.

(C) Tender without EMD and technical documents will not be considered.

5. I/We do here by declare that the entries made in the tender and Annexure's attached there to are true and also that I/We shall be bound by the acts of my / our authorities representatives duly authorized by me / us and of any other person who appointed by me / us to carry on my / our business whether any intimation of the same is given to the Corporation or not.

6. I submit the required information about my / our concern as follows :

A. Composition of Tenderer (please state whether tenderer is proprietorship concern, Joint Hindu Family, Registered Partnership Firm, Limited Company or a Registered Co- Operative Society. The names of all Proprietorship, Karta of Hindu Undivided Family, Partners / Directors, Chairman / Chief Promoter of Society should be given with the certificate below such name that there are no undisclosed partners. In case of Limited Company authorized and paid up to capital should be given).

B. i. Shop Act Registration No. ----- Date-----

(If any, in case of partnership Firm, Limited, Company, Co. ope. Socy.).

ii. GST Registration No. ----- Date-----

iii. PAN Card No. -----

C. Experience of working as suppliers (Name of Central and /or State Govt. Offices, Public Sector undertaking Local Bodies, Railway, Private Companies etc. for which the work of supply of above materials is done or being done should be stated).

Sr.No.	Name	Period with dates

The following documents are enclosed along with the tender duly filled in and signed.

Annexure 'III'

Technical Information & undertaking

Annexure 'IV A & B'

Schedule of Rate. (Call / Monthly Basis)

Yours faithfully,

(SIGNATURE OF THE TENDERER)

Name

Address

Place

Telephone No.

Name of Witness

Address

Telephone No.

(Signature of Witness with date)

Encl : As stated above.

SCHEDULE OF RATE

Rate for providing transport facility to Head Office on Call basis

MONTHLY & CALL BASIS
(Rate Quoted Should be Exclusive of GST)

(A) MONTHLY BASIS

Sr.No.	Type of Vehicle (All AC Vehicles)	Package Rate for upto 1500 km per month (Rs.)	Package Rate for upto 2000 km per month (Rs.)	Extra Charges per km beyond limit (Rs.)
1	Toyota ETIOS / Maruti Suzuki Swift Dzire / Ciaz / Honda Amaze / Bolero neo or Equivalent Vehicles			
No Halt Charges, No any Sort of Over time Charges, for out stations.				

(B) CALL BASIS

Sr. No.	Type of Vehicle	Local 8 hours / 80Kms (Rate) Rs.	Rate for		Out Station per km (Rate) Rs.
			Extra kms (Rs.)	Extra Hours (Rs.)	
1	Toyota Innova AC				
2	Maruti Suzuki Ertiga AC				
3	Maruti Suzuki Swift Dzire / Ciaz / Honda Amaze or Equivalent Vehicles				
No Halt Charges, No any Sort of Over time Charges, for out stations.					

Note :

- 1) The rates quoted will be exclusive of GST and the same will be payable by the Corporation over and above the scheduled rates.
- 2) The expenditure incurred on account of Toll tax, Parking etc. if any paid by the Contractor, shall be reimbursed on production of original receipts along with the monthly bill.
- 3) During the contract period no increase in the rates will be considered on account of fuel prices or any other inputs.

(Signature of Tenderer)

Place :

Name :

Date :

Seal :

Office Address :

Abstract

Sr.No.	Monthly Basis	Sr.No.	Call Basis
1	Package rate for upto 1500 km per month	1	Rate for Local 8 hours/80 Kms
2	Package rate for upto 2000 km per month	2	Rate for Extra Kms
3	Extra Charges per km beyond above limit	3	Rate for Extra Hours
		4	Rate for Out Station Per Km

Note :

- 1) The rates quoted will be exclusive of GST and the same will be payable by the Corporation over and above the scheduled rates.
- 2) The expenditure incurred on account of Toll tax, Parking etc. if any paid by the Contractor, shall be reimbursed on production of original receipts along with the monthly bill.
- 3) During the contract period no increase in the rates will be considered on account of fuel prices or any other inputs.
- 4) **No Halt Charges, No any Sort of Over time Charges, for out stations.**

SAMPLE of Financial Bid (Excel)

Note – 1. Instead of gross total Rates/ Vehicle/Category will be analyzed separately at the time of finalization of tender.

2. Please quote rate in Excel format only.
3. Please quote rate in round off only.



Tender Inviting Authority: Chairman & Managing Director

Name of Work: Hiring of AC Car on Monthly Basis / Call Basis as & when required basis for Head Office, Pune

Contract No: MSWC/ADM/Vehicles/01/2023-24

Name of the Bidder/ Bidding Firm / Company :		
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PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder in Rs. P (Rate quoted should be Exclusive of GST)	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT In Words
1	2	7	11	13
1	Annexure- "IV" Supply of AC Vehicles on hire at MSWC (Monthly Basis) for Vehical Toyota Etios, Maruti Suzuki Swift Dzire, Ciaz, Honda Amaze / Bolero neo or Equivalent Vehicles			
1.01	Package rate for upto1500 Km per month		0.000	INR Zero Only
1.02	Package rate for upto2000 Km per month		0.000	INR Zero Only
1.03	Extra Charges per km beyond Limit		0.000	INR Zero Only

2	Annexture- "V" Supply of AC Vehicles on hire at MSWC (Call Basis)			
2.01	Maruti Suzuki Swift Dzire, Ciaz, Honda Amaze or Equivalent Vehcles (Rate for Local 8 hours/80 Kms) (All AC)		0.000	INR Zero Only
2.02	Toyota Innvoa AC (Rate for Local 8 hours/80 Kms)		0.000	INR Zero Only
2.03	Maruti Suzuki Ertiga AC (Rate for Local 8 hours/80 Kms)		0.000	INR Zero Only
2.04	Maruti Suzuki Swift Dzire, Ciaz, Honda Amaze or Equivalent Vehcles (Rate for Extra Kms) (All AC)		0.000	INR Zero Only
2.05	Toyota Innvoa AC (Rate for Extra Kms)		0.000	INR Zero Only
2.06	Maruti Suzuki Ertiga AC (Rate for Extra Kms)		0.000	INR Zero Only
2.07	Maruti Suzuki Swift Dzire, Ciaz, Honda Amaze or Equivalent Vehcles (Rate for Extra Hours) (All AC)		0.000	INR Zero Only
2.08	Toyota Innvoa AC (Rate for Extra Hours)		0.000	INR Zero Only
2.09	Maruti Suzuki Ertiga AC (Rate for Extra Hours)		0.000	INR Zero Only
2.10	Maruti Suzuki Swift Dzire, Ciaz, Honda Amaze or Equivalent Vehcles (Rate for Out Station Per Km) (All AC)		0.000	INR Zero Only
2.11	Toyota Innvoa AC (Rate for Out Station Per Km)		0.000	INR Zero Only
2.12	Maruti Suzuki Ertiga AC (Rate for Out Station Per Km)		0.000	INR Zero Only
Total in Figures			0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only		