

MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD. (CIN NO. U40109 MH2005 SGC 153646)

EHV PC O&M ZONE, KARAD.

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Ref. No. CE/EHV PC O&M/ZONE/KRD/ T / NO - 1 6 8 1 Date :- 1 5 MAY 2017

Enquiry Circular

(To be published on MSETCL website)

Dear Sirs.

Sub:- Enquiry for annual contract for Providing of LMV Driver on contract basis for Departmental Car Mahindra-Logan MH-02-BD-8870, provided for Chief Engineer, EHV PC O&M Zone, Karad.

Please offer your reasonable rates for the subject work as per Schedule 'A' as given below.

SCHEDULE 'A'

Sr. No.	Particular	Unit Rate (Rs)	Unit
(1)	(2)	(4)	(5)
1	Providing of LMV Driver on contract basis for CE's official Car No. MH-02-BD-8870		Per Day
2	OT (Over Time) (Beyond 10Hrs. Duty)		Per Hour
3	Halt		Per Halt(EA)

Note:-

- The rate should in congruence with the minimum wages act circular. The rate below minimum wages will not be accepted.
- · The liability of service tax under reverse charge mechanism (RCM) will lie on MSETCL itself except in case of bidder being company (Pvt. Ltd./Public Ltd.) i.e. If the bidder is company (Pvt. Ltd./Public Ltd.), they may quote the taxes, if any, distinctly. Others should quote only bare rates.
- **DUE DATE**: The quotations complete in all respects, duly sealed & super scribed 1. should be submitted to this office on or up to 22.05.2017 upto 16:00 Hrs.
- QUOTED RATES: The taxes applicable if any should be quoted distinctly. 2.
- 3. VALIDITY OF OFFER: The offer should be valid for our acceptance for a period of 60 days from the due date of opening.

-2-

The undersigned reserves the right to reject any or all quotations without assigning any reasons.

Thanking you,

Encl: Annexure (W)

Yours faithfully,

Chief Engineer EHV PC (O&M) Zone, Karad

Copy To: -

1. Notice Board

2. TL/ASA, EHV PC O&M Zone, Karad.

MF/T

Terms & Conditions Part II

The rate per day is to be worked out on the basis of circulars for minimum 1. wage received from Corporate Office quoting rates for Zone- III. Quotations

and remarks must be either in Ink or Typewritten.

Security Deposit: Every agency whose quotation is accepted either in whole 2. or in part must deposit money within 10 days from the date of receipt of information, by way of Security for the due and proper fulfillment of his contract by D.D. or Cash payable to the Superintending Engineer, EHV O&M Circle, Karad. The Bank Guarantee/FDR in the above name, of any nationalized/Scheduled Bank will be accepted against Security Deposit. Security Deposit Payable at 5% of the amount of the order. Otherwise same will be deducted from initial bills.

Submission of bills / Payment of bills: - The monthly bills for the work as 3. per Schedule 'A' should be submitted in triplicate, along with advance stamp receipt & CPF paid receipts (Vouchers) for previous month to the Chief Engineer, EHV PC O&M ZONE, KARAD (Vijaynagar) through office Executive Engineer. The payment will be effected in respect of bill along with the attendance report duly signed by concerned section incharge/or his representative at which outsource employees is delivering their service, subject to availability of funds.

General Conditions :- The offer and orders/contract placed against this 4. specification shall be governed by the Company's General Conditions of contract, the tenderer is deemed to be fully aware of these conditions and ignorance thereof shall not exempt him from his liability to abide by these

conditions.

In case of any dispute whatsoever, regarding interpretation of the terms and 5. conditions, or quality, the decision of the Chief Engineer, EHV PC O&M ZONE, KARAD will be final and binding on the contractor.

Any accidents occurred during the period of to any of your workers or to any 6. outsider will be entirely on Contractor's account and Company is not

responsible for the same in any way.

The work should be executed as per instructions from the Executive Engineer 7.

(O)/Chief Engineer.

- Compensation: If any accident occurs to any of your worker/your 8. Supervisor/or outsiders in carrying of the work will be on your account. The Company will not be responsible for such accident/ compensation payment etc.
- Prices:- The rates quoted should be firm and inclusive of all taxes or if extra 9. should be quoted separately.
- All other Standard Terms and conditions prescribed by M.S.E.T.C.L., 10. regarding supply and work which are not stated here are also applicable to this contract.
- The undersigned reserves the right to place the work order to one or more 11. agencies by verifying the experience of the agency for such type of work partly or fully limited to tender value depending upon the situation. 12.

INCOME TAX :- As applicable will be deducted from your bill as per Income

Tax Act, i.e. 2%.

13. The contract labour to be provided should be qualified / trained and well conversant with the work preferably knowledge of above work and minimum qualification for fresh candidate will be observed.

14. The contract labour should have clear attendants and should not have

involved in any criminal case acts.

15. The contract labour should be vigilant, alert and respectful and presentable during the contractual period. He should have good moral reputation and should be free from bad habits like alcoholics, thefts etc;

16. No residential or any other facilities will be provided by Company.

17. You will have to pay full compensation in case of any damage / theft, loss to the MSETCL property/ equipment or other property during the course of contractual period of your contract labour.

18. The MSETCL will not give any kind or leave (except mandatory), training and advance to your contract labour. The reliever will be required to be provided

for any absent outsource employee.

19. Absence of labour without reliever will be liable to deduction of penalty as

decided by the undersigned in lieu of work order.

- 20. You will have to make payment to your contract labour as per minimum wages Act 1948 amended up to date and evidence of payment made to your Labour submit to this office. For any litigation in this matter MSETCL will not be responsible, but if found so the undersigned may forfeit the dues of agency and may terminate the order and bidder will be liable for further consequences.
- 21. You shall be liable to fulfill all the conditions / provisions of ESI, PF, and Minimum wages Act this office will not be responsible for any shortcomings and liabilities out of provision of this Act. Any damage, Compention, dispute, arising out of this contract will be at your cost / risks. You may submit evidence regarding payment to Regional Provident Fund or your labour.

22. In case of any dispute regarding execution of works of order any other, conflicting instructions of any difference of option or any ambiguity on any point the decision of the undersigned will be final and binding on all

concerned.

23. The contract does not confer any right of employment in MSETCL services.

24. All the risks and liabilities for providing contract labour observing all legal formalities shall be to your account and you will have to comply all the formalities and get the valid license including labour license, permission and pay the statutory charges / taxes as required at your cost and risks only. The MSETCL will pay only rates accepted for labour / per month.

25. The Outsource employee will be paid monthly pay i.e. monthly payment will be calculated as per formula, Monthly Payment = (Total days of month -

Absent days x Daily rate).

26. Special Allowance will be paid as per timely circulars from labour commissioner, Govt. of Maharashtra, Mumbai or MSETCL. No separate amendment will be placed for this as such circulars are deemed to be followed.

27. If employee is posted by Co. against the work; the service of the concerned post outsourced employee provided by agency will be immediately discontinued by Co. without prior intimation from the date of appointment of the employee by Co.

28. You will have to make payment of labour in presence of your officer or authorized representative strictly and/or submit evidence for payment made through your labours.

29. You will have to maintain all records as required under labour laws, labour licenses, solvency certificate, P.F. registration, Insurance, ESI regulations, Pan No, Wages Act etc; As required for such work and should satisfy the concerned authority at your cost and risks.

30. You will have to observe the payments strictly in time, regularly of Professional Tax payment, Works tax, payment of ESI, P.F. service tax payable against the contract orders.

31. You will have to insure your contractual labours against all risks.

32. Notwithstanding anything contents herein MSETCL terms and conditions other necessary documents / formalities shall be applicable and from part of this order.

33. Refer the Circular No. 142 dtd. 03.01.14 & Circular No. 2134 dtd. 20.02.16 enclosed herewith for calculation of rate.

34. Labour License- If applicable, successful bidder will have to submit the Labour License, on the order placed there with.

35. Risk & Cost- If the agency (on which the order will be placed), abandons the order, the work will be carried through any other agency on same order rates & applicable T&C and the expenditure will be settled through cost & risk of the agency on which the original order is to be placed.

36. **Agreement:** The successful bidders if awarded contract should submit the agreement on non judicial bond paper of duty value Rs. **500**/- for order upto Rs. 10 lakh & Rs. **100**/- for every lakh above 10 lakh of the order amount.

Yours faithfully,

Chief Engineer EHV PC (O&M) Zone, Karad