

M. S. E. TRANSMISSION CO. LTD.
(CIN No. U40109MH2005SGC153646)

Office of the Superintending Engineer

EHV O&M Circle,
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No.: SE/EHV/(O&M)/CRL/AKL/TECH/No. 0761

Date: 18/06/2019

E-Enquiry

Sub:- E-Enquiry towards work of providing Driver on outsourcing basis for Departmental Truck available at Hot Line Unit, Akola.

Dear Sir,

Sealed and super scribed quotations are invited towards work of providing Driver on outsourcing basis for Departmental Truck available at Hot Line Unit, Akola so as to reach this office on or before **26/06/2019 at 16.00 hrs** positively as per **Schedule "A"** enclosed herewith. The terms and conditions are as follows: -

Terms & conditions: -

1. The rates shall be offered as per **Schedule "A"**.
2. Validity period of offer should be not less than 90 days from the date of opening of offer.
1. **Scope of work** - Work of providing Driver on outsources basis for Departmental Truck available at Hot Line Unit, Akola. The Qualification required for driver should be as per MSETCL norms only.
3. **Period:** From July-2019 to March-2020 & as per requirement of Addl. EE HLU, Akola.
4. **Qualifying criteria-** The bidder should submit copy of following documents along with offer.
 - Pan Card
 - Proof for GST Registration.
 - Proof for PF Registration
 - Valid shop and establishment registration, if applicable
 - Valid Labour License, if applicable
 - Valid insurance of labour under workman compensation act /ESIC Act. Etc.
5. **Penalty:** In case the work are not completed in stipulated period you will be liable to pay at the discretion of the competent authority a penalty up to ½ % per week for delayed portion limited to maximum 10% on the contract value.
6. **Work order Amount** – Limited to Rs. 3.00 Lakhs including all taxes.
7. **Validity of work order** - The work order will be valid for one year from date of issue of work order or up to the exhaust of order amount, whichever is earlier.

8. Submission of invoice & release of Payment:

- **The monthly invoice/bill as per actual execution of work should be submitted in triplicate to the Hot Line Unit Akola on or before 5th of every month.** The certified attendance sheet from concern Office In-charge should be submitted along with the bills.
 - Outsource person-wise PF challan, ESIC chalan, details of payment of wages to outsource person by NEFT/RTGS/Cheque only, Bank statement/Bank account passbook zerox of outsource employee, monthly wages sheet, wages slip of each outsource person should be submitted, otherwise bill will not be processed.
 - The payment towards outsource services provided shall be made on monthly basis and on submission of bill in triplicate as per GST regime.
 - **100% Payment will be released by EHV O&M Circle, Akola** on monthly basis against successfully completion of work. The necessary transactions in ECP/SAP such as Service entry sheet will be done by respective office.
 - Payment will be subject to the verification of proof of services provided such as attendance certificate issued by HR section head/Office In-charge and availability of funds.
- 9. Taxes:** Income Tax as applicable will be deducted from the bills. Further GST TDS as applicable will also be deducted as per rule & prevailing rate of GST TDS. Further, labour welfare cess @ 1% or as applicable as per prevailing rate will be deducted from your bills on gross bill value. Further, if any other present tax/cess or future new tax/cess which are required to be deduct from your bill as per law of govt. of India or Maharashtra govt., then same will also deduct from your bill as per prevailing rate of taxes or cess.
- 10.** The Variation in Special Allowance after every six months is payable to you after receipt of requisite circular from Competent authority & for the period mentioned in the circular. You have to submit difference bill accordingly. Also, any variation in Minimum wage Structure is payable to you after receipt of requisite circular from competent authority & for the period mentioned in the circular. You have to submit bill accordingly.
- 11. Workman's Insurance:** The Contractor shall obtain the Insurance Policy as Contractors All Risk Insurance (CAR) or Transit Cum Erection (TCE) Insurance or Erection All Risk (EAR) insurance for the entire workman engaged by him for this works at MSETCL site/office. The policy should be drawn from insurance company entrusted by Directors of Insurance, Government of Maharashtra and it will be valid till completion of entire contract work. Insurance to cover the accident risk of contractor's labors / workers be done by the contractor and copy of the insurance cover should be submitted to this office. In case of any accident/injury to contractor worker while carrying out the work at work site the entire responsibility will be of contractor and he will have to pay compensation as per work man's compensation act 1963 as amended up to date and/or any other applicable in such cases. The contractor shall undertake the insurance of all his employees/persons during the entire period of contract or extended period for the same necessary.
- 12. Agreement:** - The agreement on stamp papers of **Rs. 500/-** is to be signed by the agency with MSETCL after receipt of the work order within 7 days. The expenses towards bond papers, stamp duty etc. are to be borne by the agency. The agreement should be submitted to this office before commencing of the work order.
- 13. Security Deposit** - The contractor will have to paid security deposit @ 5 % of value of the work order amount before commencement of contract in terms of DD/Check/BG/FDR and the DD/Check/ should be drawn in favour of The Superintending Engineer, EHV (O&M) Circle, Akola. The amount of SD will be refunded after satisfactory completion of contract period otherwise it will be forfeited without entertaining any objection/request thereof.

- 14. Subletting of contract:** The contractor will not sublet / transfer / assign the contract as a whole or any part or any operation thereof to any other party. In case the contractor sublets / transfers / assigns the contract as a whole or any part it or any operation thereof to any other party, it will be treated as breach of contract and the contract will be terminated at contractor's risk and cost.
- 15.** The Contractors have to make your own arrangement to maintain the daily attendance register for all the persons deployed by you which should be duly signed by the respective in Section In-charges.
- 16.** The persons provided will have to work on all working days except their weekly off. If necessary, they may be asked to work on the Sunday and public holiday for which rate/day will be paid.
- 17.** In case of absence of any person provided or if any person is found unsuitable for the job, the substitute arrangement will be done by the agency immediately without any additional cost.
- 18.** The Contractors have to make your own arrangements for payment of the salary to the persons deployed and all statutory contributions/deductions etc. in respect of this contract. The required registrations under various statutes including PF, ESI act etc. will have to be indicated and they shall be required to produce the Establishment code numbers issued by the respective appropriate authorities. In case of amendment/modification in provisions of any statutes, the registration if warranted or payment of any charges necessary will be to your account only.
- 19. Liabilities & Responsibilities of The Contractor:** The contractor will be responsible for any accident to any of his personnel or loss to him during the work of providing outsources services. The responsibility of the insurance towards the same shall be with the contractor. The compensation to the contractor's personnel will be the responsibility of the contractor. The contractor's employees will not be entitled for any facility as is being provided to MSETCL staff. It is the sole responsibility of agency to observe and abide by the provisions of Labour Acts such as workmen Compensation Act, Minimum wages Acts, Payment of wages Act, Gratuity Act, P.F. Act, GST Tax, etc., and other regulations framed by the Govt. from time to time. MSETCL will not be responsible for any violation of the Act or Regulations by the agency.
- 20. Contractor's employees:**
- a) The contractor will have to employ and provide only such employees on the site/office who are experienced for the work.
 - b) The contractor will have to arrange for their accommodations/transportation to his employees while on work.
 - c) The contractor shall ensure that his staff uses the requisite safety equipment if required.
 - d) The employees should be duly insured against any such eventuality.
 - e) No child labour shall be employed.
 - f) Contractor should maintain record of labours and their wages working under him for the work and P.F. as applicable may be deducted from their wages.
 - g) The contractor shall be responsible for the proper behavior of all the staff and others working under him and should exercise proper control over them.
- 21. Termination of order:** Failure to execute the order in time/ as per specification or any breach of the condition of contract, will result in termination of the contract.
- 22. CONDITIONS OF ENQUIRY AND CONTRACT:-** The enquiry and order/contract placed against this specification shall be governed by the company's General condition of contract and the agency's is deemed to be fully aware of these conditions and ignorance thereof shall not exempt him from his liability to abide by these conditions. The enclosed schedules, enquiry notice, instructions to the bidders also form a part of these specifications.

23. The Contractors will be responsible for compliance of all statutory obligations under the factory Act, contract Labour Act, Minimum wages Act, Contribution under the C.P.F., E.F.P.S. and ESIS Act, in respect of his employee. So also the rules and regulation of Contract Labour Act, GST act shall be binding on the agency. The MSETCL will not be responsible for violation by the agency of these statutory rules and regulations. Staff insurance of your employee may be done at contractor end.
24. The monthly payment of wages to outsource persons shall be made by Cheque / Fund Transfer (Through any Nationalized Bank) to individual's saving bank account. Proof of same should be submitted along with the bill. You have to generate pay slips for your respective outsource personnel.
25. The driver provided by the contractor's must be (a) within the age of 18 to 45 years, (b) Physically fit and without any disabilities or handicap, (c) While on duty, the driver should not be intoxication of liquor, or similar material. The driver should remain present in office of HLU Akola from 9.30 to 18.30 Hrs on working days and shall not leave the office without prior permission and the person must be ready to work any as directed by HLU In-charge.
26. **Jurisdiction:** - The disputes if any against this contract, will be subject to the jurisdiction of Akola District Court only.
27. While submitting the offer, the documents such as PAN card copy, GST registration certificate, work order copy & experience certificate towards providing outsource services must be submitted.
28. The Company's general terms and conditions of contract shall be applicable to this contract and will be bind on contractor.
29. Right to reject any or all quotations without assigning any reasons is reserved by the undersigned.

Encl: Schedule "A"

**SUPERINTENDING ENGINEER
EHV O&M CIRCLE, AKOLA**

Copy to:-

1. **The Manager (F&A), EHV O&M Circle, Akola.**
2. **Mahatransco Website/Notice Board**

Contractors Letter Head

Ref: -

Date:-

**To,
The Superintending Engineer,
EHV O&M Circle,
Akola**

Sub: - Submission of quotation towards work of providing Driver on outsourcing basis for Departmental Truck available at Hot Line Unit, Akola.

Ref : - Your office E-enquiry No..... Date.....

Respected Sir,

I am ready to provide Driver on outsourcing basis for Departmental Truck available at Hot Line Unit, Akola as per terms and condition of E-enquiry cited u/r and same are binding on me. I offered following rates for work of providing Driver on outsourcing basis as per Schedule "A".

SCHEDULE "A"

Sr. No.	Particulars	Per day	Required Person	Ex-works rates/ unit	Total Amount in Rs.
1	Providing the services of Driver (Unskilled Zone III without ESIC)	No.	1		
	Add Taxes				
	Grand Total				

Note: - Please quote your rate as Inclusive of all the applicable taxes as per GST, and as per minimum wages act applicable as declared by Government.

Thanking You.

Encl: Copy of PAN, GST & relevant Work order.

Yours faithfully

Contractor's seal & Signature