

MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD

From
Executive Engineer
EHV Testing Division, Kolhapur-416005
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E-mail: - ee3250@mahatransco.in

Ref.No.EE/Test/Kop/Tech/No. **33**

Date: - 28/02/2020

E-Enquiry

Sub:- E-Enquiry for the work of for providing outsource technical employee (Technician) on contract basis for testing units under office of the Executive Engineer Testing Division, Kolhapur.

Dear Sir,

Sealed and super scribed quotations are invited by the undersigned for the works mentioned in Schedule 'A' on or before **04.03.2020 up to 10:00 hrs.** The other terms and conditions are as mentioned below.

TERMS AND CONDITIONS :-

- 1) **Value of the order** :- The value of the order is limited up to Rs. 1,00,000/- (In words **Rs. One lakh only**) are including taxes.
- 2) The GST as per prevailing rates will be paid extra.
- 3) You have to quote Service Tax-registration No. on the bill.
- 4) **Period of Contract** :- The period of contract will be form date of actual engagement of outsource employee to the exhausting work order value or up to 31st March 2020 whichever is earlier.
- 5) The work is to be executed as per the instructions of Executive Engineer, EHV Testing Division, Kolhapur or his representative who will supervise the work.
- 6) **Security Deposit**: - You have to pay Security Deposit @5% of work order amount before commencement of the work in cash / DD/BG in favor of Executive Engineer MSETCL, EHV O&M Division, Kolhapur. The same will be refunded without any interest after completion of the work order.

7) **Taxes** :-

- a) Income Tax will be recovered from your bill as per rule.
- b) The payment of GST, Profession Tax, and Provident Fund, ESIC etc is your responsibility and any dispute in this matter will have to be solved at your end only. This office does not take any responsibility in this regard.

8) **Agreement Bond** :- You have to execute an agreement bond on Government Stamp Paper of Rs. 500/- in the prescribed Performa within 7 days.

9) **Statutory Laws and amendment** :- This contract shall be governed by various laws of State and central Government in force and amendment thereof from time to time, such as (a) Works men Compensation Act, (b) Factory Act, (c) Minimum Wage Act, (d) Contract labour registration and abolition act. (e) Variation in Special allowance from time to time., Bonus Act. etc . You have to keep and maintain all the relevant documents, licenses, etc. at your end and you are bound to furnish the documents in original as and when required by this office for verification.

10) **Penalty** :- a) If the work is not started within 10 days from the date of receipt of order from this office, then penalty will be levied for delay in starting the work at the rate 1/2% per week delay subject to maximum 10 % on the value of contract period shall be levied. Work is mentioned as providing all outsource within 30 days.

11) The contract labours to be provided should be qualified / trained and well conversant with the work preferably knowledge of office work and minimum qualification for fresh candidate.

12) The contract labour should have clear attendants and should not have involved in any criminal case acts.

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

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

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

16) The MSETCL will not give any kind of leave, training and advance to your contract labour.

17) Absence of labour without intimation will be liable to deduction of penalty of Rs. 200/- per day per person.

18) You will have to make payment to your contract labour as per minimum wages Act 1946 amended up to date directly to the bank account of respective outsource. Responsibility of opening of new account should be on your account.

- 19) MSETCL will not be responsible for any loss, injury or any loss to labour.
- 20) You will have to provide the labour as per Schedule 'A' and our requirement, failure which the labour will be engaged at higher rate at your risk and cost.
- 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, Compensation, dispute arising out of this contract will be at your cost / risks. You shall submit evidence regarding payment to Regional Provident Fund, ESIC, PTC & all other statutory challans of your labour.
- 22) In case of any dispute regarding execution of works order or any other conflicting instructions or 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 payment will be effected on submission of recorded bills along with the attendance from concerned, subject to availability of funds.
- 24) The contract does not confer any right of employment in MSETCL services.
- 25) 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 day.
- 26) You will have to abide with Labour Contract Act ammended up to date.
- 27) 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.
- 28) 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.
- 29) You will have to insure your contractual labours against all risks.
- 30) Jurisdiction of all suits / legal proceedings in regards to works, under this contract shall be the Court of Kolhapur only.
- 31) Not withstanding anything contents herein MSETCL terms and conditions other necessary documents / formalities shall be applicable and from part of this order.

32) **Payment:-**

A) The monthly common bills for the work as per Schedule 'A' with attendance report and documents such as payment of PF etc, paid to the appropriate authority should be submitted to the EHV O&M Division, Kolhapur. HR will be certifying the same. Respective section In-charge will certify & responsible for attendance.

B) Controlling officers will attested PF /ESI Challan & certify that above documents are checked. He will then send to respective Officer for scrutiny & audit.

C) The bills should be audited the payment will be effected as per availability of funds. First Payment will be made as per attendance sheet. From Next month's documents such as payment of Service Tax, PF challan, ESIC Challan , PT Challan should be submitted along with bills. Also payment proof (i.e. Xerox copies of Cheque etc.) to outsource & Payment slip should be submitted along with bills.

- 33) The rates considered in this order are as per Circular No. 6333 dtd. 26.08.2019 & DA upto 31.12.2019. Any change in special allowance will be effected on receipt of circular from Corporate Office Mumbai, and applicable from the date of change in special allowance as per Government order.
- 34) You should have to draw WC Policy on deputation of outsource, Where ESI is not applicable. Where it is applicable, you should have to submit it at ESI office. Respective Division will be check before payment.
- 35) After completion of Work order if any Outsource have applied for refund of PF amount, it is mandatory to fill the same by you.
- 36) Last payment will be made after confirmation of payment of all bonus, Encashment & No due certificate from Outsource.
- 37) Age of Outsource should be between 18 years to 45 Years & should be physically fit.
- 38) You should abide of Equal Remuneration Act-1976 Sr. No. 4, Act 1986, Act 1923.
- 39) You should have provided PF No. within 2 months & ESI card from the date of engagement if ESI applicable.
- 40) You should have to issue Payment slip mentioning Basic, DA, HRA, Leave Encasement, PF contribution, ESI contribution PT Tax, Bonus monthly.
- 41) You should have to make payment of within 7th of every month.
- 42) Identity card should be provided by you & each outsource should wear it.

43) Minimum Qualification:- **Technician IV :- ITI (Electrician) or NCTVT.**
Certificate should be submitted at the time of joining. HR will verify the same.

Thanking You,

Yours faithfully

Sd/-
Vasudev S. Labase
Executive Engineer
Testing Division, Kolhapur

Copy s.w.r.to:

The SE, EHV (O&M), Circle, Kolhapur... For information

Copy to:-

1. The Dy. Manager (F&A), Division, Kolhapur
2. MSETCL website.

SCHEDULE 'A'

Work - Providing 3 Nos outsource technical employee (Technician) on contract basis for testing units under office of the Executive Engineer Testing Division, Kolhapur.

Sr. No	Particulars of services	Qty. in Nos.	Unit Rate (Rs.) Per day	With/with out ESI	Remark	Qualification	Rates in % Above/At Par of Estimated Rate
1	Technician-	3	801.02	With ESI	Zone I Skilled	ITI Elelctrician having NCTVT passed.	----

Note: Please quote Taxes Extra if any.

- 1) Please quote rates in Percentage basis (%) only.
- 2) Payment will be made for working days only.
- 3) The above quantity are approximate and may be very as per site situation.
- 4) DA is taken as per Circular No. MSETCL/HR/LIR& FW/6333 Dated 26.08.2019.
- 5) The rates for special allowances will be revised as per circulars issued by corporate office time to time & same will be paid extra as per prorated basis.
- 6) The above rates should be as per circular No:- 6333 Dtd:-26.08.2019.
- 7) Agency who have quote the rates below minimum wages act will be disqualified.
- 8) Following attested documents will be attached with this quotation.

1.Name and address of the firm.	2. Labour contract license.
3. ESI Documents if applicable	4. EPF Documents.
5.Shop act License.	6. Bank Account Details.
7. Profession tax No.	8. GST No. if applicable
9. Pan Card.	
- 9) Preference will be given to Swayamrojgar Sanstha as per circular.

Sd/-
Vasudev S. Labase
Executive Engineer
Testing Division, Kolhapur