

3. **SECURITY DEPOSIT:-**

- 3.1 Every Bidder whose Bid is accepted should submit Security Deposit within **7 days** from the date of receipt of order / L. O. I. by way of security for the due and proper fulfillment of his contract by Cash or D.D. drawn in favour of Superintending Engineer EHV O & M Circle, Pune. The Bank Guarantee of any Nationalized Bank or Scheduled Bank will be accepted against Security Deposit. The Security Deposit Payable to MSETCL shall be Five Percent (5%) of the amount of the work order.
- 3.2 If fail to do so, the S.D. will be recovered from Contractor's first bills with interest at the rate of 18% per annum. Also Contractor will have to apply for refund of S.D. within 6 months after completion of Contract period. If Contractor fail to apply within stipulated period, the actions as per C.O's rule will be taken. The Security deposit will be returned after the completion of the work satisfactorily and submission of No dues certificate or N.O.C. from concerned Engineer In charge by the contractor. No interest shall be payable by MSETCL on the S.D. under any circumstances.
- 3.3 S. D. shall not be refunded and shall be forfeited in case of termination due to breach of the contract.
- 4 The offer shall be valid for acceptance for a period of 90 days from the date of submission of quotation. During this period no bidder shall be allowed to withdraw his offer.
- 5 All the documents of this enquiry Schedule 'A' & other accompanying documents shall bear the authorized signature of the Bidder, failing which the offer will be liable for rejection.
- 6 Fuel, engine oil, break oil & other lubricants shall be arranged by the Bidder at his own cost.
- 7 The Toll tax/Parking charges will be borne by MSETCL.
- 8 All taxes such as RTO taxes, Town duties, insurance & other all statutory charges will be paid by Bidder only. Any complication concerned with R.T.O./Police for nonpayment of taxes, permit etc. or any other formalities should be settled by Contractor and MSETCL will not be responsible for the same.
- 9 The vehicle is to be driven by driver engaged by the Contractor who must have valid driving license (Transport vehicle) from RTO authorities. The driver has to drive the vehicle as per the instructions of the Incharge of the vehicle. The driver of the vehicle should be permanent as far as possible & should not be changed frequently. In unavoidable situation the Contractor should intimate in advance about change in driver and should submit his valid driving license to contract operating authority. If the vehicle driver engaged by Contractor is found not as per the requirement, Contractor should have to replace the driver immediately. If the Driver appointed by Contractor, remains absent without intimation or refuses to perform the duty, the company will arrange the work through any other vehicle from private agencies also, if required, and expenditure incurred due to this will be recovered from Contractor, from any of Contractor's claims.

- 10 The Driver must be polite, punctual in attendance & free from illicit habits. Details of Driver such as Name, address, Mobile Phone No., driving License No., Batch No. & validity should be given to The Addl. Ex. Engineer, MSETCL, Lab Sub-Dn, Pune.
- 11 In case of halt at the place other than the headquarter, the Driver should arrange on his own kit. MSETCL on this account will not pay any extra amount other than halting charges.
12. During the idle period of the vehicle i.e. beyond normal working hrs. of vehicle as specified by the officer Incharge of the vehicle, the availability of the driver with his address, Mobile number, must be intimated to Incharge invariably, so as to utilize the vehicle at the time of emergency work if any.
13. The vehicle should be in self starting condition. The vehicle must ply on all types of roads. The condition of all the tyres fitted to the vehicle shall be good. A good & serviceable stepney should be provided in the vehicle. The model of the vehicle which is being hired should be latest and preferable manufactured within five (5) years.
14. All the maintenance charges of the vehicle and salary, O.T. allowances & other benefits of the driver are at Contractor's account.
15. In case any accidents or any mishap takes place to the vehicle during its utilization, all the liabilities of vehicle as well as driver person, goods etc. will be at the Contractor's risk & cost & MSETCL will not be responsible for any liabilities & compensation.
16. The vehicle & driver should have requisite Driving license/transport badge license, permit & other important documents for travel in Maharashtra & same must be maintained with the vehicle while on duty without fail.
17. The area for which vehicle has to run will be the area under control of the Incharge under whom the vehicle is being utilized.
18. The Driver will not be permitted/ allowed to carry any outside passengers, luggage when the vehicle is used under MSETCL's work.
19. Contractor will have to display the board on the vehicle stating "ON DUTY MSETCL". The same will have to be wiped out on expiry of the contract period.
20. Contractor will have to maintain two separate logbooks/diaries for alternate month use to record the daily journey with timing, kms run, places visited etc. at the end of each day & duly signed by officer/person using the vehicle with reasons. The same should be submitted in original along with Contractor 's bill for arranging payments.
21. The permission of RTO & other statutory authorities for hiring vehicle to the MSETCL must be obtained at Contractor's cost & displayed on the vehicle. These papers & others relevant papers, RC/TC Books etc. shall have to be produced/presented to this office before giving vehicle on hire initially.

22. The normal duty hours will be from 09.00 to 19.00 hrs. on every working day & the Contractor will have to make vehicle available at Lab Sub-Division offices Pune as per the instructions of the Incharge.
23. However the per day rate will be treated for 10 hrs. & extra charges will be paid per hour. Actual travelling extra hours other than the normal working hours (09.00Hrs to 19.00Hrs. 10 Hrs.) shall be considered for overtime charges other than the hauling charges. However, O. T. charges shall not be considered during the hauling period. The starting & end km should be recorded daily taking Pune as head quarter as per the case in vehicle diary duly signed by the authority using the vehicle. Kilo meter indicator of the vehicle should always be kept in working conditions at all the times without any excuse so as to assess the distance traveled by the vehicle. Otherwise, the Incharge shall decide the distance traveled which will be binding on the Contractor.
24. The vehicle should be parked in nearby MSETCL's office premises as per the instructions of the Incharge.
25. During the period of the contract, any damages to MSETCL's property and personnel's will be the responsibility of the Contractor and MSETCL will have full power to recover the cost of such damages from the Contractor. The Company will have powers to determine the cost of such Loss/damage and the same will be binding on the Contractor.
26. No kilometers will be allowed for conveyance of vehicle from garages to this office and vice versa. The contractor and his driver shall observe all security rules and regulations, since the station premises is a prohibited place.
27. In case of failure of vehicle, the agency will have to make alternative arrangement by providing other vehicle. If the particular vehicle allotted against the contract is off the road for longer/ short duration for major/minor repairs, the other vehicle of similar condition shall have to be arranged as the replacement on the same terms & conditions of the order having all necessary relevant documents. If the Contractor fails to do the alternate arrangement the MSETCL shall carry out the work from any other agency even at the higher rates and difference in the rates shall be recovered from the contractor's pending bills or SD along with the penalty.
28. If the Vehicle along with Driver (or approved substitute) does not report to the duties for a continuous period of Three days, the contract shall be liable for termination and the Executive Engineer PLCC Division , MSETCL Pune shall be the competent authority for the same and his decision shall be final and binding on Contractor.
29. Any amount or amounts which become payable by the Contractor to MSETCL under this contract or any other contract placed on the contractor by the office or any other office of the MSETCL shall be deducted by the Company from any amount or amounts due to

or becoming due to the agency under the same or any other contract with a notice furnishing the details of such recovery and the reasons thereof.

30. PERIOD OF CONTRACT:-

- 30.1 The order for the period of **Six months(i.e. From dt.01.07.2020 to dt.31.12.2020)** will be placed with the agency whose rates and offers are found suitable. The undersigned however reserves the right to place the order for any shorter period and to terminate the order at any time if the services are not found satisfactory.
- 30.2 If the order is not executed completely & satisfactorily, it will be treated as canceled & the work will be got done from the department or any other agency even at higher rates & the difference in the rates will be recovered from Contractors pending bills or S.D.

31. TAXES AND DUTIES:-

The taxes & duties cess etc.which are to be deducted by MSETCL & deposited to the Govt. will be deducted from bills & certificate to that effect should be issued.

32. PENALTY:-

- 32.1 If the hired vehicle is not made available on any working day or as per requirement even on non working day by the contractor, payment shall not be made for the same day and penalty of Rs.500/- per day, subject to **maximum** up to 10 % of contract value shall be charged.
- 32.2 If the vehicle is failed on the road, payment for the day shall not be made. The Contractor have to carry out any repairs/servicing of this hired vehicle only during idle hours/non working day & as per the directive of the Incharge.

33. MSETCL reserve the Right to deviate from the quantum of work.

34. SUBMISSION OF BILLS / PAYMENT OF BILLS:-

- 34.1 The bills for the work as per Schedule 'A' should be submitted in triplicate with PAN no. & GST Registration No.(if applicable), to contract operating authority along with vehicle diary. The bills should be submitted before 3rd of every month. The contractor will be paid the bills, subject to any deductions against the contract after duly so certified by the Engr-in-charge and within the reasonable period.
- 34.2 In case of any dispute whatsoever, regarding interpretation of the terms and conditions The decision of the Executive Engineer PLCC Division Pune will be final and binding on the Contractor.

35. TERMINATION OF CONTRACT:-

The undersigned reserves the right to terminate the contract (without prejudice to other rights and remedies), after giving three days due notice period ,in the event of the breach of contract in any respect or undue delay in execution of works /starting of the works. The order will be placed upon documents submitted & facts represented by the Contractor. If it is found at any stage that, the documents submitted/facts represented by the Contractor in relation to the bid regarding eligibility criteria, rates offers etc are untrue/fake/invalid & there is suppression of facts, misrepresentations and any sort of cartelization among the Bidders to obtain the order resulting in loss to the MSETCL shall be at the Bidders risk, costs responsibility & subject to legal action. The Security Deposit shall not be refunded and shall be forfeited in case of termination due to breach of contract. In case of any dispute arising out of Contractor's contract, it will be in the jurisdiction of Pune Court only.

36. Bidder should not submit "Conditional Quotations." Such conditional offer shall be liable for rejection.
37. If the Bidder has any doubt about the meaning of any portion of the enquiry conditions / specifications they should be got clarified from the office of the undersigned.
38. The Bidders and orders/contract placed against this specification shall be governed by the Company's General Conditions of contract, the Bidder is deemed to be fully aware of these conditions and ignorance thereof shall not exempt him from his liability to abide by these conditions.

Thanking you,

Yours,

Encl.: Schedule "A"

---SD---
V. D. Munde
Executive Engineer
PLCC Division, Pune.

Copy s.w.r.to: -

- 1) The Chief Engineer, MSETCL, PC (O & M) Zone, Pune.
- 2) The Superintending Engineer, TCC, Pune.

Copy to-

1. The Manager (F & A) EHV O&M Circle, Pune.
2. The Addl. Ex. Engineer, Lab Sub-Division, Pune.
3. MSETCL website: www.mahatransco.in.



MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD
CIN. NO.U40109MH2005SGC153646

From:

The Executive Engineer, PLCC Division, Pune.

Office Address: - 22/11kV Substation, Sharda Center, Erandwane, Pune- 411 004

Contact No. 020-25456992, 7030964477, 7447440920, 7447441379.

Email Id: ee6170@mahatransco.in

SCHEDULE – ‘A’

Subject: Enquiry for providing 1 No. LM Vehicle (Swift Desire with AC or any equivalent vehicle) along with driver on hire for The Addl. Ex. Engineer, MSETCL, Lab Sub-Division, Pune.

Reference:-Enquiry No.EE/PLCC/Dn./PUNE/G-15/185 Date:-08.06.2020

Sr. No.	Particulars	Unit	Rate/Unit
1.	Hiring of 1 No.LM Vehicle (Swift Desire with AC or any equivalent vehicle) along with driver on hire for The Addl. Ex. Engineer, MSETCL, Lab Sub-Division, Pune on following terms. Duty hrs - 10 Hrs. per day i.e. from 9.00 to 19.00 for period dt. dt.01.07.2020 to dt.31.12.2020		
a.	Rate / day (upto 10 Hrs.)	Day	
b.	Rate per Km. for extra km.(more than 2000 km.)	km	
c.	Rate of overtime per hr	Hour	
d.	Rate for Night halt (per night)	Night	
e.	GST ...@ Rate (In Percentage)		

1. Total value of order will be limited to **Rs.2,39,995/- (Rupees Two Lakh Thirty Nine Thousand Nine Hundred & Ninety Five Only.)** including all taxes, hauling charges & overtime.

2. Monthly expenditure is restricted to **Rs.40,000/- per month** including Taxes.

3. The GST applicable should be quoted separately.
4. The estimated quantities are tentative and may vary as per the situation but limited to the total estimated cost.
5. The payment will be made on actual measurement basis.

All the valid relevant papers (Xerox copy) regarding the vehicle should be enclosed (self attested) with quotation i.e.

1. Attested copy of valid Taxi Permit certificate issued by concerned RTO.
2. Attested copy of Vehicle Tax Certificate.
3. Attested copy of Physical fitness Certificate.
4. The copy of Registration Certificate from R.T.O. indicating the class of vehicle as Tourist Motor Cab/Taxi.
5. Attested copy of valid vehicle Insurance Certificate.
6. Proof of Professional Tax paid receipt.
7. The copy of valid pollution under control (“PUC”) Test certificate.
8. Driver should possess the valid LMV Transport/Cab License authorized by RTO.
9. Documents regarding proprietorship or partnership business or company if applicable.
10. Proof for valid registration under Shop & Establishment Act 1948 (Registered firm of Tours & Travels).
11. The copy of GST Registration Certificate (If Applicable).

---SD---
V. D. Munde
Executive Engineer