

From : Executive Engineer
Name of Office : MSETCL, Major Stores Panvel
Office Address : Old Mumbai- Pune highway
Road, Bhingari - Panvel
DIST: Raigad - 410206
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Ref No. EE (St)/ MS/ PNL/ 319

Date:- 09 NOV 2020

Sub:- SRM E- Enquiry for providing the labour services for the unloading and shifting work of materials/equipments at Major Stores Panvel.

Ref : Rfx No. 7000017828


Dear Sir,

Please offer your reasonable rates for the subjected work as per schedule 'A' only. The scope of work is also mentioned therein.

1. Due Date: - The responses should be filled in, as per new tendering system of MSETCL (SRM System), and should be submitted on or before 17.11.2020 up to 12:00:00 Hrs.

2. Validity of offer: - The offer should be valid for our acceptance for a period of 120 days from the date of opening.

Thanking you,

Yours faithfully,

Executive Engineer
Major Stores Panvel
11/11/20
0911

Encl. 1) Schedule "A"
2) Terms & Conditions Part I & II



SCHEDULE "A"

Subject: SRM E- Enquiry for providing the labour services for the unloading and shifting work of materials/equipments at Major Stores Panvel.

Ref : RFx No. 7000017828

Sr. No.	Particulars	Quantity	Rate in Rs. (Incl. Labour cess @ 1%	Rate in Rs. (Incl. GST)	Amount in Rs. (Incl. GST)
1.	Labour Charges for, unloading and shifting works.	150 labour services			
Total amount in Rs. Incl. GST					

Note : Quantity varies as per actual.


Executive Engineer
Major Stores Panvel


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Bandra (E), Mumbai – 400 051

TERMS & CONDITIONS PART-I

1] NATURE OF WORK:

To providing the requisite manpower experienced in unloading and shifting of material and equipment weighing upto 5 MT. You have provide the semiskilled manpower as and when required for execution of work.

The bidder is expected to visit the office and get familiarized with the work.

2] Techno-commercial bid

Following is the list of qualifying documents required for qualifying in the Techno-Commercial Bids for opening of the Price Bids.

1. Shops and Establishment Act.(if yes Please Attach)
2. Registration under ESIC or work men compensation policy whichever is applicable . (if yes Please Attach)
3. Registration under PF/ EPF . (if yes Please Attach)
4. License of Contract labour registration Certificate. (if yes Please Attach)
5. Submit the experience certificate from the concerned EE for the satisfactory service provide in all respect from all the offices of MSETCL where the manpower is provided by agency throughout the period of the contract.
6. Income Tax return file for last 3 financial year (FY 2016-17, FY 2017-18, FY 2018-19 with PAN copy)
7. Audited financial Statement for last 3 financial year(FY 2016-17, FY 2017-18, FY 2018-19 (if yes Please Attach).
8. Registration under GST (if yes Please Attach GSTN Certificate). Also submit last paid receipt of GST.

Is the GSTN certificate is updated with your vendor profile? If not, submit the prescribed pro forma as below :

Vendor No. (Without V)	Vendor Name	PAN No.	In case of Individual /Firm, mention proprietor / PAN holder name	GST No.	Whether Registered for GST? YES/NO

9. Registration under unemployed Co-operative Society/Sanstha, please submit the registration documents. (if yes Please Attach).
10. If bidder comes in category SSI, MSME & if EMD is not applicable, attach the registration certificate. The certificate should be valid on the date of submission of bid and the validity of the same should be certified by the C.A. (if yes Please Attach).
11. EMD payment receipt, (if yes Please Attach).

Notwithstanding anything stated above, the purchaser's decision in this regards shall be final. The above qualifying requirements are available in the question format in the RFx. The bidder has to answer all the questions at the time of bidding and also the supporting documents as required above shall be uploaded by the bidder. The documents will require digital signature at the time of uploading to the SRM Portal, the bidder has to connect the digital signature key at the time of uploading the Qualifying documents / any attachment.

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3] Commercial Bid (Price Bid):

Tenderer should have to submit the rates in the SRM for each items as per the guidelines attached for participating in the RFx.

Note:- "The price Bid shall not be attached in the document format i.e. by preparing the price bid and by uploading / attaching the scan copy of the price Bid. The same will be not accepted".

1. First the Techno-Commercial bid will be opened online in respect of all the bids received. The commercial bid will be opened online in respect of those Tenderers who have submitted all digitally signed documents/certificates in Techno-Commercial bid as required in satisfactory manner & who are qualified. If any Deviation is observed in the Techno-Commercial bid, the same will be informed you on your registered Email ID in the SRM Portal. You have to submit the compliance /deviation against the same within the stipulated time.

Note :- The Techno-Commercial Bid Documents and the Price Bids for the other bidders participated in the RFx can be viewed by you if required for limited time from the opening of the respective bid.

2. The Schedule can be downloaded by the bidder by viewing Print Preview in the RFx.
3. The rates quoted should be firm and price variation will not be applicable. The offer quoted shall be valid for 120 days. The same is mentioned in the RFx and which is to be accepted by the bidder in the SRM system while participating in the tender. Also, all the Terms and Conditions of the tenders are to be accepted by the bidder through SRM System while participating in the tender.
4. The submission of the on line tender by bidder implies that he has read these instructions, the conditions of contract, etc. and he had made himself aware of the scope and specifications of the work to be done and conditions.
5. The MSETCL will not pay any extra cost after acceptance of contract.
6. A schedule of quantities is included in the tender document. It shall be definitely understood that the company does not accept any responsibility for the correctness or completeness of this schedule and this schedule is liable to alterations, omissions, deductions or additions at the discretion of the Executive Engineer, Major Stores, Panvel, as set forth in the conditions of contract.
7. The contract or any part thereof shall not be sublet without the written permission of the Executive Engineer, Major Stores, Panvel.
8. The Maharashtra State Electricity Transmission Co. Ltd., or their officers who accept the e-tender, shall have the right of rejection all or any of the bid and will neither be bound to accept the lowest, nor to assigning any reason whatever for the rejection of bids.
9. MSETCL will not be responsible for non submission of Bid due to any internet connectivity/ server problem.

4] Disqualifications :

The bidder may be disqualified due to any of the following conditions but not be limited to :-

- I. Disclosing untrue and /or false information, or withholding information or part of information.
- II. Record of poor performance such as unsatisfactory work or abandoning the work etc.
- III. Financial shortcomings or failures in past contracts.
- IV. Insufficient experience, or employing insufficient number of employees, or not employing qualifying employees.
- V. All the schedule of price bid should be fully completed otherwise liable for disqualification

5) Firm / Bidder has to pay E.M.D. , irrespective of S.R.M. System asks for the same or not in following Cases:

- If S.S.I. / N.S.I.C. Certificate do not indicate Material / Service required against present Tender.
- If Turnover or Manufacturing Capacity exceeds the limit indicated in S.S.I/N.S.I.C. certificate specified by the concerned Authority to avail the benefit of E.M.D. exemption.
- If required E.M.D. is not paid by the Bidder, the Offer is liable for rejection.

6) **Acceptance of E-tender** : The M.S.E.T.C.L. reserves the right to reject any or all the bids without assigning any reason thereof. There is no binding on company to disclose any analysis or report or notes to the tenderer. The tenderer on his part should bind himself to carry out the work at rate quoted by him.

7) **Awarding of contract:** The MSETCL is not bound to award the contract to the lowest bidder. Eligibility of the bidder, submission of all documents, past record will carry due weight age while arriving at the decision.


EXECUTIVE ENGINEER
MAJOR STORES PANVEL


4/2/22
5/1/22

TERMS AND CONDITIONS OF CONTRACT PART-II

1. **SCOPE OF WORK :-** Detail quantity for executing the work is mentioned in scope of work (A).

To providing the requisite manpower experienced in unloading and shifting of material and equipment weighing upto 5 MT. You have provide the semiskilled manpower as and when required for execution of work. The requirement of manpower depend upon the quantum of work. The number of manpower require will be informed you telephonically one day before the execution of work.

2. **PERIOD OF CONTRACT:-** The date of work order issue upto 31.03.2021 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.

3. **SIGNING OF CONTRACT AGREEMENT:** The contractor shall enter into a contract agreement with the MSETCL within seven days from the date of receipt of work order & before starting of work. The MSETCL will not be liable to pay nor shall the contractor be entitled to claim any bill amount due or payable under the contract until the agreement is executed with MSETCL.

4. **SECURITY DEPOSIT :** The Tenderer will have to pay security deposit within seven days from the date of receipt of the order, amounting to 5% of the value of the contract in the form of Cash/BG/ D.D. /FDR of any Nationalized/ scheduled Bank in the favour of "MSETCL, SE EHV O&M Circle Panvel valid for one year in the prescribed format. The Security deposit will be refunded only after satisfactory completion of the work.

5. Quoted rates should be firm and should include all charges such as duties, all types of taxes, tolls etc. nothing extra will be paid on any account over the quoted rates.

6. **INCOME TAX & GST :** Income Tax & GST as applicable will be deducted from the bills. *The contractor should be obtained workman compensation policy if you have not taken insurance policy, 1% order amount will be deducted from bill.*

7. **LABOUR CESS :** Labour cess @ 1% will be deducted from you bill.

8. PAYMENT -

i) 100% payment will be made against submission of bills from time to time in reasonable period.

ii) The bills in triplicate, work completion report from your end, advance stamp receipt, along with the certificate from the Engineer-in-charge having completed the work satisfactorily must be submitted. Please note that without submission of work completion

report on your letter head of duly certified by concern engineer in charge , the bill shall not be processed for payment.

- iii) The agency should submit the GSTR1 & GSTR3B along with bill.
- iv) The agency shall be liable for any issue arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedure.
- v) You should quote your PAN/GST No. on bill.
- vi) Paying Office: The payment against this contract will be effected by the SE, EHV(O&M) Circle, Panvel.
- vii) Penalty : The per day of approved labour rate will be deducted from your bills as penalty. In case you default in providing services during contract period. The deduction will be limited to the actual period of default.

9. The labour should be experienced and physically fit & age group of 21 to 50 years.

10. You should check up character and antecedents name and full address, medical fitness etc. at your end and keep the same with you and whenever asked for the same should be produced to this office.

11. All the labours should be issued permanent identity cards from agency's end and it should be produced as and when demanded by MSETCL Officers.

12. The agency will be responsible for compliance of all statutory obligations under the Factory Act, minimum wages Act, Workmen's compensation Act, contribution under EPF, Professional Tax, CPF Act and the private security agency regulation Act 2005 and Maharashtra Private Security Agency's regulation act 2007 etc as applicable in respect of his employees. In addition to all general terms and conditions of MSETCL & State Government applicable for contract labour will be binding of the agency. It will be your responsibility to effect the monthly payment to employee in time. The MSETCL shall not be responsible for any dispute / complaints in this regard.

13. **CONTRACTOR'S LABOURS:-** The contractors shall employ only such labours. who are skilled and experienced. **He shall also be responsible for any injury / accident to his labours, payment of compensations etc. as may required to be paid eventually, shall be borne by the contractor himself. The contractor should ensure that his labours uses the requisite safety equipment.** The labours should be duly insured against any such eventuality. The contractor shall indemnify MSETCL in the event of any Fatal / Non-fatal accident at the site in the course of work at site.

14. **DAMAGE TO PERSONS AND PROPERTY :** The contractor shall indemnify the MSETCL against any losses and claims regarding any injuries of damage to any persons, material or physical damage to any property whatsoever which may arise out of, or in consequence of the execution of the work.

15. **SUB-LETTING OF CONTRACT :** The contract, or any part thereof shall not be assigned, transferred, or sub- let without the prior written permission of the undersigned. Even if such permission is granted, it shall be the responsibility of the principal contractor

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to whom the work order was originally issued, to execute the works as per the terms of the contract.

16. **TERMINATION OF CONTRACT** : The undersigned reserves the right to cancel the contract, after giving due notice to the contractor, in the event of the breach of contract in any respect or undue delay in execution of work/starting of the work.
17. **APPLICABILITY OF GENERAL CONDITIONS OF CONTRACT** : Notwithstanding anything stated herein, the Board's General Terms and Conditions of Contract shall be applicable to the contract, as far as they are applicable to this contract.
18. **JURISDICTION** : All disputes, differences related to the tender/contract shall be subject to the exclusive jurisdiction of Raigad District Court.


**EXECUTIVE ENGINEER
MAJOR STORES, PANVEL**

16/02
05/17