

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.

FROM:
THE EXECUTIVE ENGINEER
TESTING Dn, 1st FLOOR, BLOCK NO. 5,
NEW ADMINISTRATIVE BUILDING,
NEAR DURGAMATA MANDIR,
OLD SAIKHEDA ROAD, JAIL ROAD, NASHIK
Email Id. ee5150@mahatransco.in

No.: EE/TD/NSK/Tech/T-17/V-8/ 456

Date:-13/10/2021

Re-E-Enquiry (1st Time extension)

Sub:-E-Enquiry for providing vehicle (Tata Sumo/ Bolero or equivalent vehicle) along with driver on hired (per day) **basis at Testing Unit Nashik-2** under Testing Division Nashik for 1 year contract period.

Dear Sir,

This office is inviting quotation from Travel Agencies / Vehicle Owners for the subject work. The detailed scope of work is as given below:-

Sr. No.	Description	Average per Ltr.	Unit	Rate in Rupees
1	Hiring of vehicle to the Testing Unit Nashik-2 (for 1-Year contract period) on per day basis & including oil charges, driver, repairs & maintenance etc. Excluding Diesel (Diesel will be provided by MSETCL & Toll charges will be reimbursed by MSETCL in monthly bill).	Average min 13KM/Liter & more for Tata Sumo/ Bolero or equivalent vehicle	Per Day	

- The quotation must be submitted in sealed envelope duly super scribed with all details as mentioned below-
 - E-Enquiry No- & Date
 - Due date
 - Quotation for
 Name of Bidder : -----
 (Note: Bidder should not submit "Conditional Quotations" such conditional offer shall be liable for rejection.)
- Due Date: -**
 The quotations complete in all respects, should be submitted to this office on or before **20.10.2020** up to **15:00 Hrs** positively.
Quotation Opening Date:-
 The all Quotations will be tentatively opened on **20.10.2020** at **16:00 Hrs**, if possible or suitable date & time as per availability of concern officials of MSETCL.
- The offer should be submitted in two separate sealed envelopes contained in one main envelope super scribing the subject.
 - Envelope 1:** Should contain associated valid vehicle documents/Certificates/proof of qualifying pre-requisite Broachers attested certificate etc such as, (Copies should be clearly readable)
 - Copy of RC Book,
 - Copy of TC Book or Tax paid receipt.
 - Valid Insurance Certificate.

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- d) Valid 'T' Permit Certificate or undertaking for the same.
- e) Valid Fitness Certificate or undertaking for the same.
- f) Valid PUC Certificate
- g) Valid Driving License etc.
- h) Firm's details Ownership or partnership deed. Attach relevant documents/ Proof of valid registration of firm under Bombay shop & Establishment Act. (If applicable)

All the documents of this enquiry Schedule 'A' & above accompanying documents shall bear the authorized signature of the Bidder, failing which the offer will be liable for rejection. The decision in this regard will be taken by undersigned.

- **Envelope 2:** Price bid documents: This should contain only price bid in given table, not in any other format. After verifying full documents /certificated pre-qualification as above in envelope 1, if it is found that, bidder fulfills the desired prerequisites, envelope 2 will be opened. If the same is not meeting the prerequisites, Envelope 2 shall not be opened.

The GST Registration certificate if, applicable for turn over 20 Lakhs & above. (If not applicable Certificate/ Undertaking /Income tax return certificate for last year accordingly should be attached with the enquiry Form). Also Bidder PAN Card copy should be attached.

4. **Quoted Rate:-**

- a) The rates should be quoted per day basis for normal duty hours. The rates quoted should include hiring charges, driver's charges, Engine oil & all other maintenance charges, halting charges, other Govt -Non Govt charges on account of vehicle,taxes including GST, No extra charges will be paid & overtime charges etc. The rates shall be quoted in words and in figure. The rates are accepted on firm quotation basis.
- b) The applicability of GST or otherwise should be clearly mentioned in offer, otherwise rate should be considered including GST.
- c) The L-1, bidder will be decided on the basis of including all costs & GST, if applicable to the bidder. Order will be placed with bidder having minimum financial burden (including GST if applicable) to the Company.
- d) The Diesel will supply by MSETCL & Toll charges will reimbursed by MSETCL.
- e) The rates are valid for twelve month from date of engaging of vehicle.

5. **Signing of Contract: -**

Within 5 days from date of the receipt of work order/LOI the contractor/ agency have to execute an agreement as per provision of "Mumbai Mudarankadhini 1958 CL.34" with requisite stamp duty before engaging of vehicle.

You will have to sign an agreement with MSETCL regarding a bidding with all the terms and conditions of this order on a non judicial stamp paper. The matter to be printed on the stamp paper will be provided to you by this office. The necessary stamp duty & bond paper for the agreement shall be borne by the Contractor.

6. **Terms & Conditions of contract:-**

- a) As per Section 171 of CGST Act, an undertaking from the Agency may be called confirming that the benefits of Input Tax Credit have been passed on to MSETCL, in the Revised Ex-works Prices as per stipulations of Anti-Profiteering Clause of GST Act. In addition to this the undertaking should also contain that the Agency **declares that any future Input Tax Credit benefits received by the Agency would be passed on to MSETCL.**
- b) The vehicle must have comprehensive insurance covering the entire period of contract. The third party insurance policy will not be accepted. The renewal of insurance, PUC & other vehicle related documents etc. time to time is born by your cost. Also repairing cost of the vehicle including major and minor repairs puncture, oil, fuel & all other taxes & duties etc. will be borne by you. All payments such as penalty of RTO wrong parking penalty should be borne by you. The toll charges will born by MSETCL.

- c) **In-charge of the vehicle:-**The operating authority for hired vehicle will be, Add Ex. Engineer of respective Testing unit. All the vehicle documents shall be made in order by you and to be shown to the Engineer -in -charge. Before accepting this order you should produce the all the relevant documents along with attested copies for verification to In-charge of the vehicle.
- d) **The vehicle must be in the name of the bidder / Owner, & no subcontract will be allowed.** All documents pertaining to the vehicle & vehicle insurance as per statutory requirements should be valid till the probable date of completion of the contract & the same should be always available with the vehicle and full responsibility in connection with all these documents will lie on you. All the documents should be valid till the expiry of the contract period.
- e) The vehicle must be spared for hire along with driver who is having valid license with minimum three years experience. In case of change of driver, prior approval of the **In-charge of the vehicle** should be obtained.
- f) The vehicle has to be kept at any substation or office of the Zone as designated by the office hiring of vehicle.
- g) **The monthly expenditures of hire vehicle is restricted to Rs.50,000 (Rs. Fifty thousand only) per month including of hiring charges, fuel cost (Diesel), & Taxes (like GST) etc. The monthly expenditure above Rs. 50,000=00 (hiring + fuel charges+ taxes+ Toll/Parking any other) will not be paid to you by M.S.E.T. C.L.**
- h) Only Diesel will be provided by M.S.E.T.C.Ltd at the assured minimum average of **13 kms/ litre** for for Tata Sumo/ Bolero or equivalent vehicle. If average goes below than that the vehicle owner should bear the additional expenses on his account and the same charges will be deducted from the monthly bill.
- i) If any tax deduction applicable will be deducted from your bill as per rule. The taxes like GST will be applicable as per privilege rates & rules circular issued by Govt time to time.
- j) **The entire contract is for 12 months or exhaustion of Contract value (including, Hiring Charges, all Taxes & any other charges, but excluding fuel cost etc.) whichever is earlier. The contract will be terminated in between by giving notice with the forfeiting of S.D. & penalty, if the services are not found satisfactory .The contract can be terminated by the authority at any time, without assigning any reason therefore.**
- k) The normal duty hours will be from **8.00hrs to 20.00hrs** with one-hour recess in between. However vehicle will be under MSETCL service for 24 hrs. The duty hours may change also in case of emergency & unavoidable circumstances for which no payment will be made extra, if in case vehicle will be utilized more than above period. The vehicle will be utilized working days except weekly off, if required in weekly intimation will be given in advance. The vehicle can be utilized anywhere in India depending upon official work of concern user. Also in case of halt, no halting charges will be given to you.
- l) If the vehicle is not provided by the bidder more than 1 day to Company, proportionate deduction will be made accordingly.
- m) In case the vehicle is not required on any holiday, to concern in charge, the one day before intimation will be given to you in advance & payment of that period will not be paid. No payment will be made for the days when the vehicle is not required for MSETCL during the period of hire.
- n) **In case user officer find that, the vehicle cannot be utilized due to driver problem, certain defect /Accident or any other reasons in vehicle on duty on that day, the alternate arrangement will be made with driver by you, same type of tourist vehicle at your cost, by taking approval from concern user,** if failed such absence of vehicle on duty shall not be considered for payment & over & above penalty will be applicable as per rule.
- o) The vehicle once hired by the Company should not be used for any other purpose or working during off days & beyond duty hours. No payment for fuel, lubricant, driver salary maintenance etc. paid by MSETCL over & above the agreed monthly rate.

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- p) In a calendar month a maximum 1 day (excluding, weekly off days / official holidays) will be discounted for calculation of penalty (However, payment for a day will not be made). If the vehicle is not available on duty for more than 1 day, the penalty at the rate of quoted rate (i.e. Rs.100/-) per day, absent from duty will be charged from your bill.
 - q) **The model of the vehicle which is being hired should be latest & it should not be more than five (5) years old.** The vehicle will be inspected by the undersigned or the panel of the authorized representative of MSETCL before placement of the order. If the vehicle not found as per our requirement you will have to provide another vehicle as per requirement otherwise, the undersigned may cancel the work order. Preference will be given to latest model. As per response of vendor, the decision regarding modification in condition (q) is taken by undersigned.
 - r) In case of accident while the vehicle is on duty with Company, the contractor shall be liable in case of court awarding any compensation amount to the person met with an accident, & the company shall not bear any responsibility in such matters. The Company will not be responsible for driver's liabilities such as accident compensation, wages, accommodation & other facilities if any. All the financial liabilities arising out of accident shall be borne by the owner of vehicle as per the prevailing "Workman's Compensation Act".
 - s) The owner/agency will be responsible for all risks that may arise during hiring period & vehicle operation.
 - t) It will not be binding on the Company to provide parking space for the hired vehicle inside or outside the Company's premises after duty hrs.
 - u) The vehicle of owner if wants any clarification regarding any terms of condition, he should approach in writing to undersigned before quatingrates. After due date no clarification will be given and the decision of undersigned will be final and binding to all the vehicle owners quoting for said work.
 - v) The Offer submitted should be unconditional.
 - w) Undersign reserve the right to reject any or all the quotations without assigning any reason thereof. Also reserves rights to add or delet terms during the contract period if found necessary.
7. **Security deposit:-**
- The successful bidder will have to deposit the security deposit of 5 % of the work order value in cash/ FDR within 7 days from the date of receipt of LOA/ work order at the Office of the Superintending Engineer, EHV O&M Circle, Nashik. The entire security deposit will be refunded to you on satisfactory completion of contract period and as per availability of fund. In case break of contract from your side, before completion of contract period, the security deposit will be forfeited by the company.
8. **Maintenance of vehicle:-**
- Timely maintenance of vehicle should be carried out at your cost including servicing of the vehicle of the vehicle so that the vehicle hired to us shall always be in perfect condition to run on road. In case user officer find that, the vehicle cannot utilized due to certain defects, payment that days shall not be made.
9. **Driver:-**
- The driver engaged on hired vehicle put into company service should be preferably young, polite, obedient, with valid driving license, should have sufficient experience to drive the four wheeler vehicle safely & carefully without coursing any accident, attend duty in time with neat & clean uniform& should not having any kind of bad habits, driver should know Marathi/Hindi/English, traffic rule knowledge & writing entry in vehicle dairy sheet.
- If the officer using the vehicles fined anything wrong with the driver, vehicle shall be immediately discontinued & vehicle treated not on duty & penalty shall be made at applicable rate.
- The driver of hired vehicle wear white colored uniform while providing services, failure in this case will be charged fine of Rs 200/- per day.
10. **Termination of contract:-**

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The contract is liable for termination immediately or with 7 days prior notice from MSETCL side due to any following reasons.

- Frequent complaint from the concern officer using the vehicle (Oral or written)
- Overall unsatisfactory services for prolonged period of time.
- Non compliance of contractual terms & conditions.

11. Payment terms:-

The driver of the vehicle should maintain a diary recording the movements KM run, timings & Diesel Quantity etc. which should be got certified by the authorized officer of MSETCL daily. The agency has to prepare monthly Bill in triplicate in the name of undersigned & submit to the respective testing unit & copy of Vehicle log book will be scrutinized, recorded by respective testing unit & the same will be approved by EE, Testing Dn. Nashik. The same bill will be forwarded to SE, EHV O&M Circle Nashik for effecting the payment & audit. The payment will be made subject to the availability of the funds Monthly Bill payment will be paid to you by account payee cheque in reasonable time and as per the availability of funds at EHV O&M Circle, Nashik. Payment will be made only for the days of actual hiring of Vehicle for Company's use only.

12. Jurisdiction:

In case of difference of opinion, about interpretation of terms & conditions between Owner/Agency & MSETCL, the decision of order placing authority will be final & binding on the Owner / Agency.

Also any dispute arising out of your contract, it will be in the jurisdiction of Hon. Nasik court only.

SD/-

D.R.Patil

Executive Engineer,
Testing Division,
MSETCL,Nashik.

Copy s.w.r.to:-

- 1)The Chief Engineer EHV CC O&M, Zone, Nashik.
- 2)The Superintending Engineer EHV O&M Circle Nashik.
- 3)The Superintending Engineer TC Circle Nashik.

Copy to:-

- 1) The Manager (F&A), MSETCL EHV O&M Circle Nashik.
- 2)M.F.

Pre-audit srno.on page no.