

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO.LTD

Name of Office :- Office of Executive Engineer, Telecom Division, Nashik.

Office Address :- Telecom Division, M.S.E.T.C.L. , New Administrative Building,
Ground Floor, Block No 09, Old Saikheda Road , Near Durga Mata Temple, Jail
Road, Nashik Road - 422 101.

Contact No:- 0253-2403161 (O)

E-mail Id :- ee5140@mahatransco.in

Website :- www.mahatransco.in

REF:-EE/TCD/NSK/ TO-47/ **3 2 2 - 1 1**

Date: **28 OCT 2021**

E-Enquiry

Sub:- Extension to the Enquiry for inviting the Quotation for hiring of TATA Sumo or equivalent / Swift Dzire or equivalent A.C. Diesel vehicle with driver for Telecom Subdivision (Minor), Bhusawal.

Ref:- T.O. e-enquiry No. EE/TCD/NSK/TO-47/310 Dtd.14.10.2021

Dear Sir,

This office is inviting quotation from Travel Agencies / Vehicle Owners for the subject work. Please quote your lowest rates for the work in 'Schedule A' subject to the terms & conditions mentioned as under.

1. **Due Date:** - The quotations complete in all respects, should be submitted to this office on or before **10.11.2021 up to 17:00 Hrs positively.**
2. **Quotation Opening Date:** - Quotations will be tentatively opened on 11.11.2021 at 11:00 Hrs, if possible or on suitable date & time as per availability of concern officials of MSETCL.
3. The offer should be submitted in two separate sealed envelopes contained in one main envelope super scribed with all details as mentioned below-
 - i) E-Enquiry No- & Date :
 - ii) Due date :
 - iii) Quotation for :
 - iv) Name & address of the bidder :

Envelope 1: Should super scribed by 'Technical Documents' and above mentioned information in Sr. No. 3. It should contain associated valid vehicle documents/Certificates/proof of qualifying requisites etc such as, (Copies should be clearly readable)

- i) Copy of RC Book,
- ii) Copy of TC Book or Tax paid receipt.
- iii) Valid Insurance Certificate.
- iv) Valid 'T' Permit Certificate or undertaking for the same.
- v) Valid Fitness Certificate.
- vi) Valid PUC Certificate
- vii) Valid Driving License etc.
- viii) GST Registration certificate if, applicable. (If not applicable Certificate/ Undertaking/ Income tax return certificate for last year accordingly should be submitted)
- ix) Bidder PAN Card copy.

Envelope 2: Should super scribed by 'Rate quotation' and above mentioned information in Sr. No.3. It should contain only price bid as per 'Schedule A' only, not in any other format.

All the documents for this enquiry i.e. Price bid in 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.

First all documents in envelope 1 as mentioned above will be verified. If it is found that, bidder fulfills the desired prerequisites; the envelope 2 will be opened. If the same is not meeting the prerequisites, Envelope 2 shall not be opened.

(Note: Bidder should not submit "Conditional Quotations" such conditional offer shall be liable for rejection.)

4. Quoted Rate:-

- i) Vehicle No., Vehicle Type, model, make, year of manufacture and average should be mentioned on the quotation.
 - ii) 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, & overtime charges etc. No extra charges will be paid. The rates shall be quoted in words and in figure. The rates are accepted on firm quotation basis.
 - iii) GST shall be paid extra as per rules & regulations. (if applicable)
 - iv) The Diesel & Toll charges will supplied by MSETCL.
 - v) The rates quoted should be valid for at least twelve month from date of engaging of vehicle.
- 5. Signing of Contract:** - Within 7 days from date of the receipt of work order/LOI the contractor/ agency have to executed an agreement as per provision of "Mumbai Mudarank adhiniam 1958 Clause No..34" with requisite stamp duty before engaging of vehicle.

You will have to sign an agreement with MSETCL regarding a binding 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. Security deposit:-

The successful bidder will have to deposit the security deposit of 5 % of the work order value within 7 days from the date of LOI/W.O. 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.

7. Terms & Conditions of contract:-

1. The vehicle must have **comprehensive insurance** covering the entire period of contract. The third party insurance policy will not be accepted.
2. Necessary RTO formalities such as RTO documents, RC/TC book, PUC certificate, comprehensive Insurance certificate, valid RTO Tourist Permit, Fitness Certificate, driver license, all relevant documents should be obtained from RTO. You have to take necessary permission if required from RTO Authority for hiring purpose. Also PAN card and proof of GST Registration should be obtained.

3. All documents pertaining to vehicle & vehicle insurance as per statutory requirements should be valid during the contract period and maintained continuously by you. and attested Xerox copies of original should be submitted with quotation. The cost of renewal of insurance, PUC & other vehicle related documents etc. time to time is born by you. MSETCL will not undertake any responsibility if RTO formalities, rules etc. are violated.
4. The documents should be always available with the vehicle and full responsibility in connection with all these documents will lie on you.
5. Firm's details Ownership or partnership deed. Attach relevant documents/ Proof of valid registration of firm under Bombay shop & Establishment Act. (If applicable).(in case of successful bidder)
6. If the vehicle provided is not registered in the name of agency then agreement on Rs. 500/- stamp paper between agency & vehicle owner should be submitted.(in case of successful bidder)
7. Subletting/Subcontracting is not allowed.
8. The bidder have to produce all the original documents for Attestation purpose immediately when informed.
9. **In-charge of the vehicle:-**The operating authority for hired vehicle will be, Dy. Ex. Engineer of Telecom Subdivision (Minor), Bhusawal. 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. Preference will be given to latest model and local agency.
10. Repairing cost of the vehicle including major and minor repairs, puncture, Maintenance charges, oil, labor charges, spare parts, driver's salary, overtime allowance, halting charges of driver & RTO permit, all other taxes & duties etc will be provided by you. All payments such as penalty of RTO wrong parking penalty should be borne by you.
11. Arrangement of driver should done by the bidder. In case of change of driver, prior approval of the **In-charge of the vehicle** should be obtained. Also valid license of changed driver should be submitted.
12. The vehicle has to be kept at the place designated by the office of hiring of vehicle.
13. 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 hours.
14. **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+any other) will not be paid to you by M.S.E.T.C.L.**
15. Only Diesel will be provided by M.S.E.T.C.Ltd at the assured minimum average of **13 kMs / litre with AC** for Tata Sumo or equivalent and **18 kMs / litre with AC** for Swift Dzire or equivalent . If average goes below than that the bidder should bear the additional expenses on his account and the same charges will be deducted from the monthly bill.
16. If any tax deduction applicable will be deducted from your bill as per rule. The taxes like GST will be applicable as per prevailing rates & rules circular issued by Govt. time to time.
17. As per section 171 of CGST Act, agency should submit an undertaking 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 pass on to MSETCL.

18. **The entire contract will be for 12 months or till exhaust of Work Order value from date of engaging the vehicle (including Hiring Charges, all Taxes & any other charges, but excluding fuel cost etc.)**
19. **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 thereof.**
20. The normal duty hours will be from 9.00 hrs to 21.00 Hrs 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.
21. The vehicle will be utilized on working days except weekly off, if required on weekly off, intimation will be given in advance.
22. Vehicle will be mostly utilized to run in Dhule, Nandurbar, Jalgaon district as well as Nashik, A'nagar, Mumbai district. The vehicle can be utilized anywhere in India depending upon official work of concern user.
23. The hired vehicle must run on all types of roads. The condition of all tyres fitted to the vehicle must be Good and serviceable. Stephaneys should be provided in the vehicle.
24. In case the vehicle is not required for certain period, 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.
25. **In case user officer finds 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 for same type of tourist vehicle will be made with driver by you, 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.**
26. 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.
27. If the hired vehicle is not made available without convincing reason or without intimation. The penalty at rate of 10% of the daily charges will be levied for such every day at the discretion of user signed.
28. **The model of the vehicle which is being hired should be latest & it should not be more than five (5) years old.**
29. 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 you as per the prevailing "Workman's Compensation Act". In case of accident of vehicle total responsibility lies on the agency.

30. The owner/agency will be responsible for all risks that may arise during hiring period & vehicle operation.
31. Bidder if wants any clarification regarding any terms of condition, he should approach in writing to undersigned before quoting rates. After due date no clarification will be given and the decision of undersigned will be final and binding to all the bidders quoting for said work.
32. The Offer submitted should be unconditional.
33. Undersign reserve the right to reject any or all the quotations without assigning any reason thereof. Also undersigned reserves rights to add or delete terms during the contract period if found necessary.
34. The company's general conditions of contract are also applicable and binding on you.

35. Maintenance of vehicle:-

Timely maintenance of vehicle should be carried out at your cost including servicing 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, the alternate arrangement for same type of tourist vehicle will be made with driver by you at your cost, by taking approval from concern user, if failed such absence of vehicle on duty shall not be consider for payment & over & above penalty will be applicable as per rule.

36. Driver:-

The driver engaged on hired vehicle put into company service should be preferably young, polite, obedient, with valid driving license, 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 & should be able to write entries in vehicle dairy sheet.

If the officer using the vehicles find anything wrong with the driver, vehicle shall be immediately discontinued & vehicle treated not on duty. You will have to make alternate arrangement for driver by taking approval from concern user if failed such absence of vehicle on duty shall not be consider for payment & over & above penalty will be applicable as per rule.

The driver of hired vehicle should wear white colored uniform while providing services, failure in this case will be charged fine of Rs 200/- per day. (as per zone office circular No. 906 Dtd.16.05.2019 & amendment No.959 dtd21.05.2029)

37. Termination of contract:-

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

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

38. Payment terms:-


The driver of the vehicle should maintain a diary recording for the place of visit, dates, movements in KM run, timings & Diesel Quantity etc. which should be got certified by the authorized officer of MSETCL daily. The agency has to prepare and submit monthly bill in triplicate in the name of undersigned & copy of Vehicle log book to the Telecom Subdivision (Minor), Bhusawal. Please mention PAN No. and GST No. on your bill. It will be scrutinized, certified by Dy. Ex. Engineer, Telecom Subdivision (Minor), Bhusawal and the same will be approved by Executive Engineer,

Telecom Dn. Nashik. It will be forwarded to Superintending Engineer, EHV O&M Circle Nashik for audit & effecting the payment. 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.

39. 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.


Executive Engineer (I/C),
Telecom Division,
MSETCL, Nashik.

Copy s.w.r.to:-

- 1) The Chief Engineer, EHV PC (O&M) Zone , MSETCL, Nashik
- 2) The Superintending Engineer, EHV O&M Circle, MSETCL, Nashik
- 3) The Superintending Engineer, Testing and Communication Circle, MSETCL, Nashik.

Copy to:-

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

Envelope No.1: 'Technical Documents' Should Contain

- i) Copy of RC Book,
- ii) Copy of TC Book or Tax paid receipt.
- iii) Valid Insurance Certificate.
- iv) Valid 'T' Permit Certificate or undertaking for the same.
- v) Valid Fitness Certificate.
- vi) Valid PUC Certificate
- vii) Valid Driving License etc.
- viii) 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 submitted)
- ix) Bidder PAN Card copy.

Format for Envelope No.2: 'Rate quotation'

'Schedule A'

Contractor's Letterhead

Ref. No.:-

Date:-

To,
The Executive Engineer,
Telecom Division,
MSETCL, Nashik.

Sub:- Extension to the Enquiry for inviting the Quotation for hiring of Tata Sumo or equivalent/ Swift Dzire or equivalent A.C. Diesel vehicle with driver for Telecom Subdivision (Minor), Bhusawal.

Ref:- e-enquiry No:- _____ Date- _____

Respected Sir,

I am ready to engage my own vehicle No. _____ having taxi permit, on hire basis to Telecom Subdivision (Minor), Bhusawal, as per your companies terms & conditions and same are binding on me. I am giving following rates for the hiring.

Schedule "A"

Sr. No	Description/Specification of work	Quantity	Unit	Rates
1)	Hiring of Tata Sumo or equivalent/ Swift Dzire or equivalent A.C. Diesel vehicle with driver for Telecom Subdivision (Minor), Bhusawal. 1) Make:- 2) Model:- 3) Vehicle No.:- 4) Year of Manufacture:- 5) Average :-	01	Per day rate.	Rs.---- + GST Extra

Rate quoted Rs.----- is exclusive of GST.

Thanking You,

Yours faithfully,

Bidder's Name, Signature & Seal

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