

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD
(CIN NO-U40109MH2005SGC153646)

The Office of Superintending Engineer,
EHV O&M Circle, Kolhapur.
Near Market Yard, Bapat Camp, Kolhapur-416005
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Ref No.: SE/EHV O&M/C/KOP/ T /LP/ **1171**

Date: **25/08/2022**

E-enquiry

Sub: E-Enquiry for providing of 01 No. of outsource Vehicle Driver Non-Tech (Class 3) at EHV O&M Circle, Kolhapur.

Dear Sirs,

Please submit your reasonable offers for providing of 01 No. of outsource Vehicle Driver Non-Tech (Class 3) at EHV O&M Circle, Kolhapur with following specifications as mentioned in scheduled A.

1. **Due Date:** the quotations complete in all respects, dully sealed and super scribed should be submitted to this office on or before **01/09/2022 upto 11:00 hrs.**
2. You should have to submit the following documents along with sealed quotation

Sr. No.	Particulars
1	Proof regarding payment of Income Tax to Income Tax Department for FY-2018-19, 2019-20, 2020-21 i.e for A.Y. 2019-20, 2020-21 & 2021-22, P&L and Balance sheet for last 3 years.
2	Experience Certificate: - Experience Certificate from Authority not below the Rank of Executive Engineer for similar work.
3	P.F. Registration Certificate, & ECR challans for last 3 months
4	PAN and GST Registration Certificate.
5	Professional Tax Certificate.
7	ESI Certificate if applicable. If not applicable undertaking should be submitted.
8	Proof of Labour License.
9	Bombay Shop & Act Establishment Certificate if applicable
12	Bidders have to submit an undertaking that their firm is not debarred/ Blacklisted by Govt/ Semi. Govt/ other power utilities anywhere
13	Average Turn Over Certificate from Chartered Accountant for F.Y. 2018-19 2019-20 & 2020-21 with UDIN not less than 60% of estimated amount & duly certified by Chartered Accountant.
14	Networth Certificate for the F.Y. 2020-21 with UDIN not less than 25% of estimated amount & duly certified by Chartered Accountant.
16	Valid by laws for agency should be attached stating that working jurisdiction Kolhapur District or Maharashtra as whole (See under condition Clause 5)

3. **Quoted rates:** the taxes applicable if any should be quoted distinctly, otherwise rates should be considered as including all taxes.
4. The rates should be quoted as per **Minimum wage act, Govt. of Maharashtra**. The prevailing rates as per the said Act may be obtained from the Labour Commissioner of the

concerned area. Offer should be valid at least 180 Days from the date of opening of quotation.

5. **Statutory Laws and Amendments :-** This contract shall be governed by various statutory laws of the State and Central Govt. in force and amendments there of from time to time such as (a) Workman Compensation Act, (b) Factory Act, (c) Minimum Wages Act, (d) Contract labour Registration Abolition Act (e) Maharashtra Private Security Guard (Regulation of Employment and Welfare Act). (f) Bonus Act (g) Variation in Special Allowance from time to time from corporate office. It will be the total responsibility of the Contractor to observe and maintain all relevant documents as per Court rules and Regulations.
6. **Note for Sahakar Sanstha :-** If bidder is Sahakari Sanstha then the copy of valid By-laws stating working jurisdiction as Kolhapur District should be attached or the approval from Pune Nibandhak for approving working jurisdiction MAHARASHTRA AS A WHOLE must be attached otherwise SAHAKARI SANSTHA BENEFITS WILL NOT BE APPLICABLE.
7. **Penalty :-** a) If the 100% work is not started within 30 days from the date of LOA/Work order, then penalty will be levied for delay in starting the work at the rate 1% per day thereof subject to maximum 10 % on the value of contract shall be levied.
b) The salary payment should be done as per the Rules laid down by the Govt of Maharashtra, also PF/GST should be paid regularly any complaint received regarding payment shall be liable for penalty of 10% of order value or termination of contract or both.
8. M.S.E.T.C. Ltd will not be responsible for any liability arising out of accident or any other eventually during the working. The entire liability as per the existing rules and regulations in respect of the personnel engaged under this contract will be resting on the Agency.
9. **Insurance: -** The contractor should take insurance policy of their workers deployed for the work under this contract within 30 days. Proof should be submitted to this office before/with first bill.
10. The agency shall pay the prescribed security deposit within 7 days after hearing from this office.
11. The Monthly R.A. bills for the work as per Schedule 'A' along with attendance report duly signed by the concerned should be submitted in Duplicate to this office. The payment shall be made only if the bills are accompanied by the proof of having made payments of P.F./GST. dues to appropriate Govt. authority / agency for the previous month. The documentary evidence of the same should be enclosed with the bill.
12. The attested all documents as mentioned above should be submitted.
13. The undersigned reserves the right to reject any or all the enquiry without assigning any reason thereof and will not be bound to accept the lowest nor to assign any reason for the rejection of any quotation or enquiry.
14. Undersigned has reserved right to place another order for shorter period or balance period of the order if the services of contractor is not satisfied or as per enquiry condition.
15. The Contractor should take care of any change in quoted rates etc. ie. Any correction in the rates should be initialed with date etc.
16. Any other terms and conditions found necessary will be quoted separately.
17. Successful agency will have to execute a Agreement bond on required stamp paper in prescribed format.
18. **INTERPRETATION: -** Any doubts regarding terms and conditions of the E-enquiry must be clarified well in advance before opening the quotation. However, the decision of the undersigned will be final which will be binding on all agency's.
19. **SECURITY DEPOSIT :** You have to pay Security Deposit. 5% of the total value of the order to this office in Cash / DD/ Bank Guarantee within 7 days from the date of receipt of order otherwise, same will be recovered from the bill, Security Deposit will be refunded after satisfactorily completion of work and **NOC from concern HR.**
20. **INCOME TAX :** As applicable will be deducted from your bill as per Income Tax Act.

21. **CONTRACT PERIOD :** The contract shall be for a period upto 31 March 2023 from the actual date of engagement of Out Source or amount exhausted whichever is earlier or on any account subject to termination of contract from M.S.E.T.C.Ltd's side. Hence you should keep in record of Expenditure. Excess Expenditure payment will not be paid anyhow.
22. 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.
23. The contract labour should have clear attendants and should not have involved in any criminal case acts.
24. 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;
25. No residential or any other facilities will be provided by Company.
26. 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.
27. The MSETCL will not give any kind of leave, training and advance to your contract labour.
28. Absence of labour without intimation will be liable to deduction of penalty of Rs. 200/- per absentee per outsource.
29. 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. Payment slip of all employee should enclosed along with bill.
30. MSETCL will not be responsible for any loss, injury or any loss to labour.
31. 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.
32. G.S.T. should be quoted Extra otherwise rate should be consider as inclusive of G.S.T.
33. 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 may submit evidence regarding payment to Regional Provident Fund of your labour.
34. 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.
35. The payment will be effected on submission of recorded bills along with the attendance from concerned, department head subject to availability of funds.
36. The contract does not confer any right of employment in MSETCL services.
37. 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.
38. You will have to abide with Labour Contract Act amended up to date.
39. 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.

40. You will have to observe the payments strictly in time, regularly of Professional Tax Payment, payment of ESI, P.F. service tax payable against the contract orders.
41. You will have to insure your contractual labours against all risks.
42. Jurisdiction of all suits / legal proceedings in regards to works, under this contract shall be the Court of Kolhapur only.
43. Not withstanding anything contents herein MSETCL terms and conditions other necessary documents / formalities shall be applicable and form part of this order.

44. Payment:-

A) The bills should be audited at Circle level and the payment will be effected as per availability of funds by Circle office. First Payment will be made as per attendance sheet. From Next month's documents such as payment of G.S.T., PF challan , should be submitted along with bills. Also payment proof (i.e. Xerox copies of Check etc.) to Outsource. & Payment slip should be submitted along with bills.

B) Contract will made by Circle office, bill wise PO will be created through contract only & service Entry should be made as per SAP procedure.

45. The rates considered in this order are as per **Circular No. 142 Dt.03.01.2014, Circular No. 6333 Dt. 26.08.2019, Circular no. 6906 Dt. 19.09.2019& DA Circular No.11 letter no. 858, Dt. 08/02/2022.** 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.
46. 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, same will be check before payment.
47. After completion of Work order if any Outsource have applied for refund of PF amount, it is mandatory to fill the same by you.
48. Last payment will be made after confirmation of payment of all bonus, Encashment & No due certificate from Outsource.
49. Age of Outsource should be between **18** years to **58** Years & should be physically fit.
50. You should abide of Equal Remuneration Act-1976 Sr. No. 4, Act 1986, Act 1923.
51. You should have provided PF No. within 2 months & ESI card from the date of engagement if ESI applicable.
52. You should have to issue Payment slip mentioning Basic, DA, HRA, Leave Encasement, PF contribution, ESI contribution PT Tax, Bonus monthly.
53. You should have to make payment of outsource within 7th of every month to their requested bank account.
54. Identity card should be provided by you & each outsource should wear it.
55. Qualification:-
 - A) **Driver:-** X Pass possesses Light & Heavy duty License, 4 yrs. Experience or 3 yrs. In deserving cases.

The undersigned reserves the right to reject any or all quotations without assigning any reasons.

Thanking you,

Yours faithfully,

**Superintending Engineer
EHV O&M Circle, Kolhapur.**

Encl.: Schedule A.

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Schedule A

Sub: E-Enquiry for providing of 01 No. of outsource Vehicle Driver Non-Tech (Class 3) at EHV O&M Circle, Kolhapur.

Sr. No	Particulars	Qty. in Nos.	Type	Zone	Rate per Month in Rs.	GST 18%	Rate Incl. GST @ 18%	Quote Rates in % above/below/ Atpar
1	Driver	1	Skilled	Zone-I With ESI	21258.39	3826.51	25084.90	
	Estimated Cost (Incl. GST)						Rs. 2,67,707/-	

**Superintending Engineer,
EHV O&M Circle, Kolhapur.**