

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**

Office of the Chief Engineer (PAC), Old Load Despatch Centre Building, Thane- Belapur road, Airoli Sector-1, Navi Mumbai – 400708  
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CIN U40109MH2005SGC153646  
Website: www.mahatransco.in

Ref: MSETCL/CO/CE(PAC)/No. 178

Date: 07/03/2018.

Sub :- E- Enquiry for the work of “Hiring 3 Nos. of Air Conditioned MARUTI SWIFT DESIRE (or equivalent) vehicle with diesel/petrol on hire basis with “Tourist” permit for the office of the Chief Engineer(PAC), MSETCL, CO, Airoli, Navi Mumbai.

Terms & Conditions:

1. The period of the contract shall be 12 months (April-2018 to March-2019) from the handing over of work.
2. The vehicle offered on rental basis shall be in its fittest condition, with comfortable seats, conforming to the latest standards of roadworthiness.
3. The Driver should be honest and hard working nature & should work to the satisfaction of the Officer – in - charge.
4. The Driver will have to carry out duty as per instructions of the Officer in-charge.
5. You will be responsible for the payment of the Driver wages, Insurance, Compensation and other statutory and other legal liabilities as per relevant laws.
6. Rates:  
The rate quoted should be on firm basis throughout the period of contract and is inclusive of;
  - a. Petrol / Diesel, engine oil, grease and other consumables required for plying the vehicle on the road.
  - b. All the taxes pertaining to vehicle, including vehicle tax, comprehensive insurance, and any other statutory tax applicable. (However, the incidentals such as parking charges, toll/ entry tax will be borne by the user.)
  - c. The services of the driver.
  - d. This contract includes 26 working days in a month. In case the vehicle is called on any additional day, the approved daily rate will be paid.
  - e. The run of the vehicle shall be between 09.30 hours to 19.30 hours with one hour recess in between for the Driver. Normally the recess shall be between 13.00 to 14.00 hours, subject to change due to emergency.
7. You will have to provide identity card to the Driver engaged by you, which should be shown to the officer on demand.
8. 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 as per the Company's rules and regulations and the Chief Engineer(PAC), MSETCL, Airoli, shall be the competent authority for the same and his decision shall be final and binding on you.
9. If the Driver engaged by you is not found regular as per requirement, he/she shall be disallowed to perform his/her duties and the matter will be intimated to you. You will have to replace the Driver immediately.
10. If the Driver appointed by you, remains absent without intimation or refuses to perform the duty, the Company will arrange the work through any other Driver from private agencies also, if required, and expenditure incurred due to this will be recovered from you, from any of your claims.

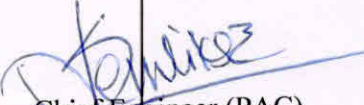
11. Right to reject any or all quotations without assigning any reasons is reserved by the undersigned.
12. The offer of this E-Enquiry shall be valid for a period of 120 days, from the due date of submission of e-Tender
13. The detailed residential address, the contact No. and one passport size latest photograph of the Driver being engaged should be submitted to the Officer- in-charge for office record.
14. The contractor or the Driver engaged shall have no claim of employment / service in M.S.E.T.C.L.'s any office/s.
15. The successful contractor shall have to pay 5% of the order value against the security deposit. This security deposit will be refunded after satisfactory completion of the contract period and after confirming that there are no recoveries / dues.
16. Income Tax will be deducted at the rate of 2.00% or as applicable from every monthly bill. Further GST will be paid at the prevailing rate.
17. You should maintain the entire necessary document such as RC/TC book, Insurance, Fitness Certificate, P.U.C., Tourist permit etc and relevant R.T.O. document along with the vehicle. However original should be shown and get verified from this office.
18. All R.T.O. documents accordingly should be in the name of Transport Company/Agency/Proprietor only. The bidder must be either the owner of the vehicle, or should have a written agreement on Stamp Paper from the vehicle owner to rent out the vehicle to MSETCL.
19. The vehicle will be utilized on any day and it must be made available with short notice from concerned officer/office. The charges will be paid on the basis of the days on which vehicle actually utilized, the charges will not be paid on the day on which vehicle has not been utilized. The concerned field officer/In charges of the vehicle is fully empowered to give off, on any day without assigning any reason for which on charges will be paid for the that day.
20. All taxes such as R.T.O. Taxes, Town duties, Insurance, and all other statutory charges will be paid by you only. Any complication concerned with RTO, Taxes, permit etc, you should settle that formalities. Company will not be responsible for the same.
21. The driver engaged to drive the vehicle should have a valid Driving License with adequate (2-3 Years) experience. The driver should have polite behavior. He should be on duty with neat and clean clothes. He should be obedient and should be free from any kind of bad habits. The driver should know the local language Marathi/ Hindi. He should be able to write all the entries of vehicle movements in diary. The driver has to drive the vehicle as per the instruction of the field officer/ In charge of vehicle.
22. In case of halt at any place, the driver should arrange his own kit and the company will not pay extra amount on this account.
23. The Vehicle must run all the types of roads. The condition of all the tyres fitted to the vehicle must be good. A good and serviceable Stephanie should be provided with the vehicle.
24. The vehicle should be self-starting condition. In case it fails, it should be got repaired immediately at your end.
25. If the particular vehicle allotted against this order is off the road for longer/ short duration for major/minor repairs the other vehicle fulfilling requirement and condition shall have to be given as the replacement on the same terms and conditions of the order having necessary RTO tourist permit along with all statutory taxes paid. If fail to do so arrangement, if made by MSETCL, by other vehicle the charges whatsoever paid will be recovered from your bill other than penalty clause.
26. The driver will not be permitted/allowed to carry any outside passengers, luggage, when the vehicle is engaged for company's works.

27. If the performance and the service given by your vehicle & driver are not found satisfactory, the contract will be terminated without giving any notice and security deposit paid by you will be forfeited.
28. You have to display the board on the vehicle stating "ON DUTY MSETCL". The same will have to be wiped off on expiry of the contract period. For this, the necessary permissions from R.T.O. authority will be furnished by you.
29. You have to maintain two separate log-books/diaries for alternate months to record the daily journey with timings, Kms, fuel account, place of visit etc, at the end of each day and duly signed by officer/person using the vehicle. The same should be submitted in original along with bills for arranging payments.
30. The Vehicle should be parked in MSETCL premises only or as directed by Office – In – Charge.
31. If the vehicle is failed on the road, non-use hours will be counted for proportionate deduction in the daily bill as per the directives of the Officer – In - charge. You have to carry out any repairs/ servicing of this hired vehicle only during idle hours and as per the directives of the Officer – In - charge.
32. If the hired vehicle is not made available on any working day without any intimation and without convincing reasons by you, the penalty @ 10% of the daily charge will be recovered from every such occurrence.
33. In case any accident or any mishap takes place to the vehicle during its utilization, all the liabilities, of vehicle as well as driver etc. will be at your risk and cost and company will not be responsible for any liabilities and compensation.
34. The vehicle should remain under control of the Chief Engineer (PAC), MSETCL.
35. The payment of monthly bill shall be made within 30 days after submission of the bill in triplicate on actual kilometers run of the vehicle during the month and actually Days Vehicle utilized during the month, subject to availability of funds.
36. Whenever there is a paucity of funds, the priority of payments of bills of various agencies will be decided by the undersigned and all the rights in this regards are reserved with the undersigned and binding upon you. The contractor is not entitled to claim any interest/compensation due to delay in their payments of bills on account of paucity of funds.
37. The payment shall be made for the days or the proportionate part of the day on which the duty is actually performed. The officer in-charge is empowered to give off on any day in addition to the weekly offs without assigning any reason, for which no payment shall be made for that day / days.
38. Contractor will be responsible for any accidents occurring due to negligence / mistake of the Driver during the entire course of contract and he will have to pay compensation whatsoever as per the prevailing Workman Compensation Act.
39. Any loss or damage to the departmental assets or any others property will have to be borne by you.
40. A timely maintenance of the vehicle should be carried out including servicing of the vehicle so that the vehicle hired to us shall always be in a perfect condition to ply on the road. In case the user/officer finds that the vehicle cannot be utilized for certain defects, lack of fuel, or any incomplete statutory formality, the officer shall refuse to take vehicle on duty on that day. Such absence of duty shall entail severing of the contract.
41. The bidder should be preferably from Thane / Navi Mumbai area.
42. Following documents shall always be available with the vehicle,
  - a) Driving license
  - b) Comprehensive insurance of the vehicle.
  - c) Registration certificate / R.C. Book
  - d) Tourist and or taxi permit bearing 'T' mark wherever required
  - e) License under Bombay Shop and Establishment Act 1948

- f) Pollution under control certificate
- g) Vehicle taxation certificate
- h) Fitness Certificate of Vehicle
- i) Pan Card of Vendor
- j) Goods and Service Tax (GST) registration Certificate.

43. The undersigned reserves the right to accept or reject the bids without assigning reason thereof.
44. The rates, excluding GST, should be indicated in Schedule – A, duly signed by the bidder.
45. Last date for submission of dually filled offer as per schedule-A is 20/03/2018.

Notwithstanding anything stated herein, the M.S.E.T.C.L.'s General Terms and Conditions of Contract shall also be applicable to this contract.

  
Chief Engineer (PAC)  
CO, Airoli.

## SCHEDULE - A

| Sr No. | Particulars  | Rates in Rupees |
|--------|--|-----------------|
| 1      | Daily rates for 10 hours and 80 Km for one vehicle   |                 |
| 2      | Fixed charges per kilometer beyond 80 km per day     |                 |
| 3      | Fixed charges per extra hour beyond 10 hours per day |                 |
| 4      | Halting charges per night for outdoor duties         |                 |