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Ref: EE/400KV/RS/O&M/DN/DHL/357

DATE: 3010

To,
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Subject: E-enquiry for the Work of providing of JCB Excavator services along with driver on as and when required basis under 400 kV R.S. (O&M) Dn. Kundane, Dhule.

Sealed and super scribed quotations are invited for the above work as per enclosed schedule 'A'. Dear Sir, You are requested to quote your lowest rate for the above work. The terms and conditions are as follows.

## General terms & conditions

- 1. Per hour rates quoted should include provision of Driver, Diesel required for all instructed trips, his salaries & allowances. JCB Excavator maintenance, Taxes, and all other charges etc. No extra charges will be paid other than quoted rate by MSETCL.. The rate shall be quoted in words and figures.
- 2. Bidders should strictly follow norms & safety measures prescribed by RTO for JCB Excavator services. Your quotation should reach this office on or before 14.08.2018upto 17:30hrs and same shall be opened on
- 3. The order is limited to the period of one year or till the order value exhausts, Limited amounting Rs. 200,000/- (including all taxes)
- The work contract tax if applicable will be deducted from your Bill as per rule
- 5. The Company will not be responsible for any kind of accident or damages to the JCB Excavator or driver during the hired period. All the financial liabilities arising out of accident shall be borne by the owner of
- 6. The working hours will be normally from 07.00 Hrs to 19.00 Hrs or as and when required per directives of
- 7. Any kind of JCB Excavator breakdown should be attended by owner. No charges will be paid by Company during breakdown. Agency will have to provide alternate JCB Excavator during breakdown at same rate.
- 8. According to financial act, income tax will be deducted from your bill& certificate to that will be issued to
- 9. The rate quoted should be firm & price variation will not be acceptable. Rate should be inclusive of all taxes &
- 10. Driver should be managed by JCB Excavator owner. He should have valid license to drive such type of JCB Excavator and has the minimum 3 years of experience for driving such type of JCB Excavator. Driver should not have any criminal record & NO FIR should be registered on him. Driver should not found with any type of
- 11. All the rules regarding registrations of JCB Excavator, sales tax, GST tax & other Govt. taxes etc should be
- 12. If it is found that JCB Excavator is not giving satisfactory service, the contract is liable for cancellation after
- 13. Security deposits: The You have to pay a security deposit of 5% of the order value for this work with MSETCL in the form of FDR/D.D./BG of any Nationalized/scheduled Bank in the name of 'Executive Engineer, 400KV R.S O&M Division, Dhule', payable at Dhule , valid for one year. The security Deposit to be submitted before starting of work. The security deposit will be refunded only

after satisfactory completion of contract. will be for one complete year from the date of issue of order or Exhaust of 15. All terms and conditions as per Company's rules including those work in the M.S.T.Co. Ltd. booklet. "Tender and contract for works" are applicable in this case also. Not with standing stated herein, the Company's general terms and condition of contract shall be applicable to this contract also.

16. Undersigned reserves the right to accept any Tender or to reject/accept all the Tenders without assigning

any reason

17. Any dispute/differences arises, will be subjected to jurisdiction of **Dhule court** only

18. The JCB Excavator owner if wants any clarification regarding working of JCB Excavator or any terms condition, he should approach in writing to undersigned before quoting the rates.

19. After due date no clarification will be given and the decision of undersigned will be final and binding on

all the JCB Excavator owners quoting for said work.

20. The work shall be supervised by the Engineer, appointed by under signed and it should be carried out to the satisfaction of Engineer In charge. In case of any dispute, decision of undersigned shall be final and binding on the contractor.

21. Liquidated Damages / Loss due to theft: - Any damage or loss to M. S. E.T. Co. Ltd's property due to your employees/workers/driver's negligence during the course of contract shall be on contractor's part and same shall be recovered from the bill.

- 22. The M. S. E. T. Co. Ltd. shall not be responsible for injury or death of your employee during the course of contract. Contractor will have to provide safety equipment's to his employees. Contractor will be solely responsible for compensation or medical treatment etc. for all the liabilities arising out of such accident.
- 23. Bill payment will be paid to you by account payee cheque in reasonable time and as per the availability of funds after the satisfactory completion of work and as per measurement recorded in SAP-SES.
- 24. Bill will be paid on Actual work hours measurement & not on Minimum hours of work per day. M.S.E.T.Co. Ltd. reserves rights to add more terms during the contract period if found necessary.

25. The said JCB Excavator should not be owned by Company's employee/his nearest relatives.

- 26. After due date no clarification will be given and the decision of undersigned will be final and binding on all the JCB Excavator owners quoting for said work.
- 27. The completely filled tender offer will be accepted to this office on or before 14.08.2018 upto 17:30hrs and same will be opened on the next working day if possible.

28. The undersigned reserves the right to cancel the contract, after giving due notice to you, in the event of breach of contract in any respect or under delay in execution of work.

29. Penalty: - in the event of service not provided /satisfactorily the contractor shall be liable to pay the penalty as ½% per day and maximum of 10% of total value of contract.

30. If the tenderer fails to provide the service on time, it will be treated as breach of contract & contract will be

terminated & order will be cancelled and forfeiting the S.D.

31. You should have to execute the agreement on stamp paper of Rs. 500/- at your own cost as per the provision of 'Mumbai Mudrank Adhiniyam 1958, Clause No. 34' with requisite stamp duty immediately after the payment of security deposit. The notary should be done of stamp duty

## **Instructions to Tenderer**

1. The tenderer duly filled in should be sent in a cover properly sealed and super scribed as shown below in person only to Executive Engineer 400KV RS Division, Dhule so as to reach not later than due date. The cover should be super scribed with name of work and tender No.

2. The said JCB Excavator should not be owned by MSETCL company employee/his nearest relatives.

3. Driver should be managed by JCB Excavator owner. He should have valid license to drive such type of JCB Excavator & has experience for driving such type of JCB Excavator.

4. Only one envelope for tender filled in & for all documents of JCB Excavator such as :-

a) Valid shop act & establishment registration/grampanchayat NOC as applicable.

b) Documents of JCB Excavator such as RC/TC book, make, model, capacity of JCB Excavator, RTO JCB Excavator permit, insurance, fitness certificate.

c) PAN no. copy should be submitting.

d) Proof regarding registration under GST or If not applicable then undertaking regarding that.

- e) Tenderer should have similar type of experience. JCB Excavator services experience in MSETCL or MSEDCL will be preferred.
- 5. The successful bidder shall have to pay the prescribed security deposit amounting to 5% of total

6. While submitting the tender, the Tenderer must fill in tender form/specification and schedule

'A' of rate. The rate should be quoted both in words & in figures.

7. The tender documents shall be written legibly and shall be free from eraser, overwriting or conversions of figures correction and where unavoidable corrections in the tender and particularly in rates must be signed and dated by the Tenderer and all pages should bear the initials of the Tenderer at the bottom of each page.

8. Tender Fee: Rs.100/- will be the tender fees to be paid before or while submitting the quoted bid

within due date.

9. The Maharashtra State Electricity Transmission Co. Ltd. or its officer who accepts the tender shall have the right to reject any or all the tenders in part or full and will not be bound to accept the lowest nor to assign any reason what-so-ever for such rejection/acceptance.

10. The Tenderer is supposed to obey all the rules of R.T.O. & M.S.E.T.Co.Ltd. during the course of contract. Failure to obey the rules is liable for termination of contract with all responsibilities

with the Tenderer.

11. The submission of tender by tenderer implies that he has read their instructions and conditions of contract & he had made himself aware of scope & specification of work to be done.

Thanking You.

Executive Engineer 400 KV RS (O&M) Dn. M.S.E.T.C. Ltd., Dhule.

Yours Faithfully

Copy s.w.rs. to: -

1. The Superintending Engineer, Trans (O&M) Circle, M.S.E.T.C.Ltd. Bhusawal.

1. Dy. Manager (F&A), 400 KV RS (O&M) Dn, Dhule.

## MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.

## Schedule 'A'

<u>Sub:</u>- Work of providing of JCB Excavator services along with driver on as and when required basis under 400 kV R.S. (O&M) Dn. Kundane, Dhule.

Sr	Particulars of work	Rate (Rs)	Unit	Amount
1	Work of providing of JCB Excavator services along with driver on as and when required basis under 400 kV R.S. (O&M) Dn. Kundane, Dhule.		Per Hour	Limited upto 2.00 Lakh Only including all taxes and charges

Note: 1) Hiring charges for JCB Excavator per Hour should be quoted in column 3 Inclusive of all taxes except GST.

2) Per hour rates quoted should include provision of Driver, Diesel required for all instructed trips, his salaries & allowances, JCB Excavator maintenance, Taxes, and all other charges etc. No extra charges will be paid other than quoted rate by MSETCL. The rate shall be quoted in words and figures.

3) The Quantity of the particular work hours will be decided as per actual.

Executive Engineer 400 KV RS (O&M) Dn. M.S.E.T.C.Ltd., Dhule.