

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO.LTD

CIN No. U40109MH2005SGC153646

Office of The Executive Engineer, MSETCL,Trans(O&M)Division, Babhleshwar
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Ref: EE/EHV/O&M/ DN/BBLR/Enq-10/ 2309

Date: 25.10.2018

E-enquiry

To,

Sub: - E- Enquiry for work for anti-weed treatment in 220kV S/stn residential colony and at EHV LMS Store located at 400kV RS premises Babhaleshwar under EHV (O&M) Division, Babhaleshwar.

Ref: - 1. Addl.EE/EHV/LMS/BBLR/ 0541 Dtd.07.09.2018.
2. EE/EHV/O&M/DN/BBLR/T-23/1985 Dtd.18.09.2018.
3. SE/EHV/O&M/Circle/NSK/TECH/2041 Dtd.19.10.2018 (Administrative Approval)
Estimated Cost: - Rs.283721.00/- (inclusive of all taxes)

Dear Sir,

With reference to the above sealed and super scribed quotations are invited by the undersigned for the above work so as reach this office on or before **Dt. 01.11.2018 up to 16-00 Hrs.** The Terms and conditions are as given below:-

TERMS AND CONDITIONS:-

- 1) Please refer the schedule "A" attached herewith and quote your offer for the same.
- 2) The rates quoted by you should be exclusive of GST in "Schedule- A". GST will be paid extra as per prevailing rules.
- 3) Documents required: - the rate offer must be accompanied with the following documents duly attested & signed by the vendor.
 - a. Valid Electrical Contractor License.
 - b. Valid Goods & Service Tax (GST) registration certificate.
 - c. Copy of PAN card & ITR for last 3 years.
 - d. Valid work compensation /insurance policy.
 - e. Valid Shop Act Registration/ Gram Panchayat NOC.
 - f. Work experience certificate of work executed (Not below the rank of Executive Engineer).**If validity of any license/certificate expires during order period, you will have to renew the same & submit the copy to this office. Payment will be affected for valid period only.**
- 4) The work should be carried out strictly as per "Schedule-A" from the handing over the site.
- 5) The work carried out should be as per the standard practices of MSETCL.

6) SCOPE OF WORK:

- g. As per Schedule- "A".
- h. The contractor shall be fully responsible for compliance of all statutory obligations under the Factory Act 1948, Contract Labour (Regulation and Abolition) Act 1970, Maharashtra Labour Contract Regulation & Abolition Act, 1971, Minimum Wages Act, Provident Fund Act and ESIC Act / Workman Compensation Act 1926, Payment of Wages Act in respect of the Staffs deployed. The rules and regulation of the Contract Labour Act shall be binding on the contractor.
- i. The Owner will not be responsible for violation of these statutory rules and regulations by the contractor.
- j. It shall be the sole responsibility of the contractor to observe all the relevant acts and regulations along with amendments thereto framed by the Government from time to time. The Owner shall not be responsible for violation of any of the above stated regulations / Acts etc. by the contractor.
- 7) You will have to arrange all tools, plants, manpower etc. to carry out the work at your own cost.
- 8) You will have to provide all safety measures to your staffs while executing the work in sub-station.
- 9) The payment shall be made only after satisfactory completion of work as certified by the concern Engineer In-charge by Cheque only.

10) SECURITY DEPOSIT:

- a. The successful Contractor(s) will have to submit **Security Deposit** at the rate of 5 % of the value of the order, by cash /Demand Draft / Fixed Deposit / Bank Guarantee at the office of the Executive Engineer, EHV O&M Division Babhaleshwar, within 07 (Seven) days from the date of receipt of letter of intimation. The detail order will be issued only after the payment of security deposit.
- b. The Demand Draft / Fixed Deposit / Bank Guarantee submitted towards the Security Deposit shall be in the name of the Executive Engineer, EHV O&M Division Babhaleshwar.
- c. The Bank Guarantee shall be on a Scheduled Bank / Nationalized Bank and it shall be valid till completion of guarantee period & claim period shall be for further 90 days.
- d. If the successful Contractor fails to submit Security Deposit within the stipulated period, it will be presumed that the Contractor is not interested in execution of the contract and the work contract will be issued to other agency (i.e.). The decision of E-enquiry accepting authority i.e. the Executive Engineer, EHV O&M Division Babhaleshwar shall be final and remain binding on the Contractor(s).
- e. No interest will be paid on the Security Deposit and the Security Deposit will be refunded after satisfactory execution of works / guarantee period, whichever is later.
- f. The Security Deposit will be returned to the Contractor without any interest after successful completion of the Guarantee Period and after completion of Contractor's other obligations under the Contract.

11) AGREEMENT & STAMP DUTY:-

- a. The successful Contractor has to execute an Agreement with The Executive Engineer, EHV (O&M) Division, MSETCL; BABHLESHWAR within 7 days after receipt of letter of intimation, the work order will be only issued after executing the Agreement & submission of security deposit @ 5 % to this office
- b. The successful Contractor shall submit an Agreement Bond on non-judicial stamp paper as per Mumbai Stamp Duty Act 1958, clause No. 34. The expenses towards the stamp paper and preparation of Agreement Bond will be on the part of the contractor.
- 12) The undersigned reserves the right to reject any or all the bids without assigning any reason whatsoever.
- 13) If the work is not carried out within the stipulated time / period, penalty @ ½% per week will be recovered from the contractor's bill subject to 10% maximum.

- 14) The Owner will not be responsible for any fatal or non fatal accident to the personnel of the agency. If any type of misconduct or adverse report against the performance of the personnel of the contractor is reported to this office, the undersigned reserves rights to cancel the contract at any stage. The decision of the undersigned in this regard will be final and binding on the agency.
- 15) **LIABILITY OF ACCIDENT / LOSS:** The contractor will be responsible for any accident to any of his personnel or loss to him during the work. The responsibility of the insurance towards the same shall be with the contractor. The compensation to the contractor's personnel will be the responsibility of the contractor.
- 16) **EXCEEDING THE CONTRACT VALUE:** The contractor will have to watch and ensure that the total value of work carried out by him does not exceed the contract value. If the work / value of contract is likely to be exceeded the same should be brought to the notice of the undersigned in writing. If the value of the total work exceeds the order value in that case the contractor is not permitted to execute the work without prior permission from the undersigned.
- 17) **DAMAGE TO PERSONS AND PROPERTY:** - Contractor will indemnify the MSETCL against any losses and claims regarding any injuries or damage to any person, material or physically damage any property whatsoever which may arise out of or in consequence of the execution of work. During execution of work any damage/loss to Transmission Company's property occurs will be recovered from your bill.
- 18) **SUBLETTING OF THE CONTRACT:**
- k. The contractor will not sublet / transfer / assign the contract as a whole or any part or any operation thereof to any other party.
 - l. In case the contractor sublets/ transfers / assigns the contract as a whole or any part it or any operation thereof to any other party, it will be treated as breach of contract and the contract will be terminated at contractor's risk and cost.
- 19) **INSURANCE:**
- a. The contractor will arrange Employee State Insurance (ESI) for the Staffs employed or insurance policy
 - b. The Workman Compensation Insurance of shall be on the part of the contractor.
- 20) Quantities shown are tentative & subject to variation on either side.
- 21) **VALIDITY OF ORDER:** The order will be valid for until exhausting of the order amount.
- 22) Income Tax & statutory taxes as applicable shall be deducted from your bills as per prevailing Government rules.
- 23) **CONTRACTOR'S DEFAULT:**
- a. In case you fail to complete work fully OR partially, the security deposit will be revoked by MSETCL. In this case the balance work will be got done from other agency may be at higher rates and the difference in cost will be recovered from the contractor's bills.
 - b. In case of any loss / damage to the Owner's asset /material, it will be the sole responsibility of the contractor to lodge the complaint in writing to the nearest police station under intimation to this office or to In-charge/ designated officer.
 - c. If there happens any loss of goods or damage to valuable material in the premises on account of negligence of the Staff, the cost of loss / damage shall be recovered from the contractor.
- 24) **SUSPENSION / HOLDING OF WORK:** If the work has to be suspended due to any reason i.e. stay order from court of law, legal held up from any other Agency, shut down etc. the MSETCL shall not pay

any compensation / damage to the contractor towards item like idle labour, etc. In such cases the contractor is not liable for claiming extra payment.

- 25) **DEDUCTION:** Any Amount which become payable by the contractor to the MSETCL under particular contract will be deducted by the Owner from any amount due or becoming due to him to the contract under the same or any other contract.
- 26) **SAVE AND EXCEPT:** Amount due to account of damage or compensation for default or breach of contract by the contractor in which case instead of deduction of the same amount shall be retained and the Owner shall have the right on amount so retained or withheld.
- 27) **TERMINATION OF CONTRACT:** The Undersigned reserve the right to terminate the contract at any stage without assigning any reasons thereof.
- 28) **GENERAL:** The Contractor are also deemed to be fully aware of the company's general conditions of contract for work, supply of equipment/material and any ignorance of any of the condition will not exempt you from liability to abide by the same.
- 29) Validity period should not less than 90 days.
- 30) If any loss occurs to Company's property during execution of work, you should make it good at your own cost.
- 31) **JURISDICTION:** All disputes or difference arising out of and in connection with the contract shall be subject to the exclusive jurisdiction of Ahmednagar Court only.

Thanking You.

Yours Faithfully

**Sd/-
Executive Engineer
EHV (O&M) Division, BBLR**

**Copy s.w.r.to: 1) Superintending Engineer EHV (O&M) Circle, Nasik.
Copy to: - 1) The Dy. Manager (F&A), EHV (O&M) Dn. Babhaleshwar.
2) Notice Board. / M.F.**

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO.LTD
EHV (O&M) DIVISION, BABHALESHWAR.**

SCHEDULE – A

Subject- E-enquiry for work for anti-weed treatment in 220kV S/stn residential colony and at EHV LMS Store located at 400kV RS premises Babhaleshwar under EHV (O&M) Division, Babhaleshwar.

Sr. No.	Particulars of work	Unit	Area	No. of cycles	Rate per sq. mtr.	Amount in INR
1	Anti weed treatment at EHV LMSD store yard area at 400kV RS premises with cleaning by using chemical treatment over the yard area and maintenance for keeping store yard area free from grass/ shrubs/ bushes etc. (One cycle of chemical treatment one cycle of cleaning/ maintenance of store yard area)	Sq. Mtr.	38700.00	2		
2	Anti weed treatment at 220kV sub-station residential colony premises with cleaning by using chemical treatment over the yard area and maintenance for keeping store yard area free from grass/ shrubs/ bushes etc. (One cycle of chemical treatment one cycle of cleaning/ maintenance of store yard area)	Sq. Mtr.	15000.00	4		
	Sub-Total					
	Add GST@ 18%					
	Grand Total					

**Sd/-
Executive Engineer
EHV (O&M) Division, BBLR**