

MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD. MAJOR STORES PANVEL

RFx (E-Tender) Form

RFx No:-7000018991
E- Tender No:- EE(St)/MS/PNL/Tech/SRM E-Tender-09/2020-21
Contract For:-SRM E-Tender for hiring of one No. of light motor vehicle for the office of the EE, Major Stores Panvel for the financial year 2021-22.
Estimated Cost: Limited to Rs.479956.00/- (Including Taxes)
Earnest Money Deposit: 5000/-
Online Downloading the RFx: 03.03.2021, 00:00 Hrs to 09.03.2021, 23:59 Hrs.
Online Submission of the RFx: On or Before 09.03.2021 to 23:59 Hrs.
Online Opening of the Techno Commercial RFx : 10.03.2021 at 10.30 Hrs.(if Possible)
E-Tender Fee : Rs. 500/- + GST
E-Tender Fee Paid Vide Transaction ID No Dt Dt
EMD Paid Vide Transaction Id No Dt Dt

THIS BID CONTAINS

- i) RFx (E-Tender) Notice
- ii) Definition of terms
- iii) Terms & Conditions Part-I
- iv) Terms & Conditions Part-II
- v) Scope of work A

SIGNING OF BID

i) Proprietary Firm

Proprietor

ii) Partnership firm

- Authorised Partner
(Authority letter by all partners to be enclosed)

DEFINITION OF TERMS

In constituting these general terms and conditions, annexure, specifications the following words shall have the meanings herein assigned to them.

- The owner or purchaser shall mean the Maharashtra State Electricity Transmission Co. Ltd and shall include its legal representatives successor and permitted assigns.
- 2] RFx RFx means the E-Tender floated by MSETCL in the SRM portal on http://srmetender.mahatransco.in website.
- Vendor / E-Tenderer :- It means the registered agency enrolled on SRM e-Tenders (New) portal of MSETCL and who is participating in the E-tendering process".
- 3] Contractor: The contractor shall mean the bidder whose bid has been accepted by the owner for the award of the contract and shall include such successful bidders legal representatives, successors and permitted assigns.
- Engineer: The Engineer shall mean the officer appointed in writing by the owner to act as Engineer from time to time for the purpose of the contract.
- 5] Engineer's representative shall mean any assistant of the Engineer appointed from time to time to exercise the powers, directions, functions, and other authorities vested in the Engineer.
- The terms Equipments material, stores shall mean and include plant stores and materials to be provided by the contractor under the contract.
- Works: Shall mean the design engineering, manufacturing (wherever applicable), materials erection, commissioning of various equipments & material as detailed in the bidding documents.
- 8] Site: Site shall mean the whole of the premises, building and grounds in or upon which the work or work is to be executed, erected, done or carried out.
- Manufacture's work's or contractors work's shall mean the place of work used by the Manufacturing, the Contractor, or subcontractor for the performance of the works.
- The contract shall mean the agreement, if any, to be entered into by owner with the contractor and shall include the conditions of contract specification, schedules, tender guarantees, drawings, and any further conditions which may be specifically agreed to between the parties forming a part of the contract.
- 11] Commissioning: The Commissioning shall mean the successful operation the equipment after all initial adjustments, trials etc. cleaning and re-assembly required at site if any have been completed and the equipment is made ready for commercial use till the satisfaction of site in charge.
- Guarantee period: The Guarantee period shall mean the period during which the contractor shall remain liable for repair, replacement of and defective part of the works including all associated activities of dismantling / re-erection etc. performed under the contract.
- Month shall mean the calendar month of 30 DAYS, unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

TERMS & CONDITIONS PART - I

- 1) The bidder is expected to provide the LMV (above 1000 cc) along with driver who is having valid driving license for movement of Executive Engineer, Major Stores Panvel.
- 2) The vehicle will be parked at owner responsibility. The MSETCL authority is no having any connection with the parking & up-keeping.
- 3) Though vehicle is allotted for respective headquarter & O/C, the undersigned reserves rights to use it for other than Major Stores Panvel.
- 4) The vehicle driver shall be the residence of Panvel City so as to have smooth working of the office.
- 5) Offer should be submitted online in Two bid type. Techno-Commercial bid & Price bid respectively.
- 6) Under Techno-commercial bid, the bidder should attach the following digitally signed documents & answer the respective question:
 - 1) Model of vehicle which is being hired should be latest i.e. from 2016 on words (01 to 05 years), well maintained and Sedan type such as Swift Dzire/Indigo ecs etc. LMV type (1000 CC & above), model & manufacturing year should be mentioned. (if yes please attach)
 - 2) The documents pertaining to the vehicle such as Vehicle Registration Certificate, PUC Certificate, Fitness Certificate. Receipt of tax paid (if yes please attach)
 - 3) Vehicle Insurance Certificate. The vehicle must have first party insurance covering the entire period of contract. Third party insurance policy will not be accepted. (if yes please attach).
 - 4) Permit as a transport vehicle as per statutory requirement i.e. should have valid T-permit.(if yes please attach).
 - 5) Registration under GST (if yes Please Attach GSTN Certificate). Also submit last paid receipt of GST.

6) Is the GSTN certificate is updated with your vendor profile? If not, submit the prescribed proforma as below:

Vendor No. (Without V)	Vendor Name	PAN No.	In case of Individual /Firm, mention proprietor / PAN holder name	GST No.	Whether Registered for GST? YES/NO

- 7) Vendor Registration certificate under Bombay shop & establishment Act
- 8) The vehicle must be in the name of bidder/owner if not hiring agreement to be submitted on bond paper of Rs. 100.
- 9) Income Tax return file for last 3 financial year (FY 2017-18, FY 2018-19, FY 2019-20 with PAN copy)
- 10) Audited financial Statement for last 3 financial year (FY 2017-18, FY 2018-19, FY 2019-20). (if yes Please Attach).
- 11) Submit the at least one year Experience certificate from the concerned EE for the satisfactory service provide in all respect from all offices of MSETCL where the vehicle is provided by agency throughout the period of the contract.
- 12) Registration under unemployed Co-operative Society/Sanstha, please submit the registration documents. (if yes Please Attach)

- 13) If bidder comes in category SSI, MSME & if EMD is not applicable, attach the registration certificate. The certificate should be valid on the date of submission of bid and the validity of the same should be certified by the C.A.(if yes Please Attach)
- 14) EMD payment receipt, (if yes Please Attach)
- 7) The technically qualifying bid will be open first & if found suitable then corresponding price bid will be open for further consideration.
- 8) The rates quoted should be firm and price variation will not be applicable. The offer quoted shall be valid for 120 days. Bidders are requested to please make a note that in case of ambiguous terms in respect of condition, GST or if the blanks are not filled in/unanswered, the Offer shall be liable to be rejected or not payable to extra.
- 9) Right to ask deviation from bidders for fulfillment of techno-commercial bid at any stage to all or any one or to reject the techno/commercial bids without any reasons for all the bidders without assigning any reason thereof is reserved by the undersigned.
- 10) bidder fails to submit the deviation in time the offer will be liable for rejection or decision of the undersigned is applicable.
- 11) If bidder has any deviation with terms and conditions. TQR, schedule, bidder has to submit such in written application with the Technical bid. Otherwise any deviation in terms and conditions, scope of work will not be entertained after finalization of the order.
- 12)If bidder wants the exemption from EMD, certificate should be enclosed, otherwise disqualified.
- 13) If it is observe that the certificate produced by the bidder is false or wrong then the bidder is liable for rejection or if order is awarded same will be cancelled at any stage.
- 14) If the bidder quotes the rate $\pm 5\%$ of the estimated cost, bidder has to provide justification and undertaking to carry out the work.
- 15) The company does not bind itself to award the contract to the lowest bidder. Eligibility of the bidder, submission of all documents, past record will carry due weightage while arriving at the decision.

Executive Engineer
Major Stores Panyel

V/b)

TERMS & CONDITIONS PART - II

1. The rates should be quoted per day basis for normal duty hours, rate beyond normal working hours and beyond 2500 Kms. should quoted separately. The rates quoted should include hiring charges, fuel cost, driver's charges and maintenance charges and taxes etc.

2. SCOPE OF WORK:-

- a) Brief scope of work:- Hiring of vehicle for transportation of employees of Company, material to various places in Maharashtra state. Area of operation:- Mainly Ratnagiri, Raigad, Thane, Mumbai Dist. If required anywhere in Maharashtra.
- b) The all above activities are part of the stipulated time period of the contract.
- c) Detail quantity for executing the work is mentioned in scope of work (A)
- 3. <u>SIGNING OF CONTRACT AGREEMENT</u>: The contractor shall enter into an contract agreement with the MSETCL within seven days from the date of receipt of work order & before starting of work. The MSETCL will not be liable to pay nor shall the contractor be entitled to claim any bill amount due or payable under the contract until the agreement is executed with MSETCL. Work contract agreement on stamp paper or franking of Rs.500/- is to be made The necessary stamp duty for the agreement shall be borne by the contractor.
- 4. **PERIOD OF CONTRACT**:-Date of work order issue upto 31.03.2022.

5. **SECURITY DEPOSIT:**

The agency will have to pay security deposit within seven days from the date of receipt of the order, amounting to 5% of the value of the work order in the form of BG/D.D./F.D.R. of any Nationalized/ scheduled Bank in the favor of "MSETCL at the office of The Superintending Engineer EHV O&M Circle. Panvel, valid for one year. The security deposit will be refunded only after satisfactory completion of the guarantee period. Failure to furnish the Security Deposit within the specified period shall entail to forfeiture of the EMD and cancellation of the contract.

1.INCOME TAX & GST: Income Tax & GST as applicable will be deducted from the bills.

2. PAYMENT -

- i) 100% payment will be made against submission of bills from time to time in reasonable period.
- ii) The bills in triplicate, work completion report from your end, advance stamp receipt, along with the certificate from the Engineer-in-charge having completed the work satisfactorily must be submitted. Please note that without submission of work completion report on your letter head of duly certified by concern engineer in charge, the bill shall not be processed for payment.
- iii) The agency should submit the GSTR1 & GSTR3B along with bill.
- iv) You should quote your PAN/GST No. on bill.
- v) Paying Office: The payment against this contract will be effected by the SE, EHV(O&M) Circle, Panvel.

- vi) Penalty: The per day of approved rate will be deducted from your bills as penalty. In case you default in providing services during contract period. The deduction will be limited to the actual period of default.
- 6. **QUANTITIES:-**The quantities indicated in the schedule are approximate and may vary at the time of execution of the work as per site condition. The payment will be done for the actual quantity of work done.
- 7. The vehicle must be in the name of contractor. If not, the owner must give a declaration that he has permitted the bidder to rent out the said vehicle. All documents pertaining to the vehicle and vehicle insurance as per statutory requirements should be valid till the probable date of completion of the contract and the same should be always available with the vehicle.
- 8. The vehicle must be spared for hire along with driver who is having valid driving license with minimum five years experience. Name and address of the driver should be submitted alongwith the offer. In case of change of driver, prior approval of the Executive Engineer should be obtained.
- 9. The vehicles are required for our various offices/substations at various places under Vashi Zone office. The details are given in the Scope of work 'A'. The vehicle and driver are expected to be available at the headquarters during the entire contract period.
- 10. The monthly charges for each vehicle is limited to Rs. 40000/-.
- 11. The contract will be terminated in between by giving notice, if the service is found to be not satisfactory.
- 12. The normal duty hours will be from 09.00 hrs to 19.00 hrs with one hour recess in between. The duty hours may change also in case of emergency and unavoidable circumstances for which no payment will be made.
- 13. The monthly run estimated is 2500 Km (as detailed in the enclosed schedule) considering normal working days (excluding weekly off in a month). In case the vehicle is called on the weekly off day, no extra rate for the day will be paid.
- 14. The vehicle once hired by the Company should not be used for any other purpose or work during working days and during duty hours.
- 15. No payment for fuel, lubricant, driver's salary, maintenance etc will be paid by the department Separately over and above the agreed monthly rate.
- 16. Penalty:- In a calendar month a maximum 1 day (excluding weekly off days) will be discounted for calculation of penalty. (However, proportionate deduction on per day basis from the bill will be made). If the vehicle is not available for duty for more than 1 day, the penalty will be levied about rate per day absent from duty in excess of 1 day.
- 17. The model of the vehicle which is being hired should be latest. The vehicle shall be in good condition; else the undersigned may terminate the contract. The contractor shall not change the vehicle during the complete period of contract without permission of the undersigned.

- 18. The driver of the vehicle should maintain a diary recording the movements KM run and timings etc. which should be got certified by the authorized officer of MSETCL daily. The bill should be submitted to the Executive Engineer, Major Stores Panvel along with the certified dairy. The payment will be made by the office of the undersigned.
- 19. 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, and the Company shall not bear any responsibility in such matters.
- 20. Company shall not be responsible for driver's liabilities such as accident compensation, wages, accommodation and other facilities if any.
- 21. 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 hrs.
- 22. All matters pertaining to Insurance, accident and causalities and RTO formalities will be on vehicle owners risk and account. The contractor shall indemnify the MESTCL from any liabilities rising thereon.
- 23. In case of breakdown of ordered vehicle, alternate arrangement of the vehicle shall be made for the break down.
- 24. <u>TERMINATION OF CONTRACT</u>: The undersigned reserves the right to cancel the contract, after giving due notice to the contractor, in the event of the breach of contract in any respect or undue delay in execution of work/starting of the work.
- 25. **DAMAGE TO PERSONS AND PROPERTY:-** The contractor shall indemnify the MSETCL against any losses and claims regarding any injuries of damage to any persons, material or physical damage to any property whatsoever which may arise out of, or in consequence of the execution of the work.
- 26. Income Tax & GST as applicable will be deducted from the bills.

27. APPLICABILITY OF GENERAL CONDITIONS OF CONTRACT.

Notwithstanding anything stated herein, the Board's General Terms and Conditions of Contract shall be applicable to the contract, as far as they are applicable to this contract.

28.JURISDICTION.

All disputes, differences related to the tender/contract shall be subject to the exclusive jurisdiction of Raigad District Court.

Executive Engineer Major Stores Panvel

Regd. Office: "Prakashganga" Plot NO. C-19 "E" Block, Bandra-Kurla complex, Bandra (E), Mumbai - 400 051

MAHARASHTRA STATE ELECTRICITY TRANS. CO. LTD. MAJOR STORES, PANVEL

SCHEDULE "A"

Subject: SRM E- Tender for the hiring of one No. of light motor vehicle for the office of the Executive Engineer, Major Stores Panvel for the financial year 2021-22.

Ref: RFx No. 7000018991

Sr. No.	Particulars	Unit	Quantity	Rates (Rs.)	Amount (Rs.)	Remark
1	Hiring of vehicle rental per Day as inclusive of driver fuel maintenance etc.	Per day	315			
2	Rate for Extra Kilometer beyond 2500 Km	Per Km	204			
3	Rate for overtime charges (After 10 Hrs. duty)	Per Hour	150			
4	Rate for night halt charges	Per halt	08			

Note: Quantity varies as per actual

Executive Engineer
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