



registered office :The Executive Engineer EHV PC Division Kalwa shall be the competent authority for the same & his decision shall be final & 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 intimate 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) Income tax, GST, Insurance and Labour Cess etc as apply the time of payment will be recovered from the bill on the total gross value of the work done for which necessary T.D.S. certificate will be issued from this office.

12) Right to reject any or all e-Tender (RFx) without assigning any reasons is reserved by the undersigned.

13) The Estimated cost is including GST@5%.The proper GST Code shall be quoted as applicable.

14) EMD amount of 1% of estimated cost which is payable online only. The tender will not be opened unless EMD is paid. The EMD of the unsuccessful tender will be returned after the issue of purchase order to the successful bidder. The EMD of the successful tenderers will be returnable after payment of S.D. by him. Earnest money deposited will be refunded online through SRM system after approval from competent Authority. EMD will be credited to the bank account maintained by the bidder in vendor profile in SRM system. Bidders are requested to ensure that the bank details i.e. Account No., IFSC code, Account holder Name, bank name, Bank address are correctly maintained in the SRM system & update the same ,if required.

**It may be noted that:**

1) In case bank details are not maintained by the bidder in the SRM vendor profile , EMD will not be refunded online & MSETCL will not be responsible for the delay.

2) MSETCL will not be responsible for any financial implications in case incorrect bank details are maintained by the bidders as it is the sole liability of the bidder to maintain correct bank details to facilitates online refund of EMD.

3) The EMD should be paid by online & proof of EMD should be submitted . The firm/bidder has to pay E.M.D. irrespective of SRM system asks for knot in the following cases:-

a) If SSI/NSIC certificate do not indicate Material/Service required against present Tender.

b) If Turnover or Manufacturing Capacity exceeds the limit indicated in SSI/NSIC certificate specified by the concerned authority to avail the benefit of EMD exemption. If required EMD is not paid by the firm /bidder the offer is liable for rejection.

4) The offer of the e-Tender shall be valid for a period of 120 Days, from the due date of submission of e-Tender.

5) The detailed residential address ,contact no & one passport size latest photographs of the driver being engaged should be submitted to the office in-charge for office record.

6) The contractor or the driver engaged shall have no claim of the employment /service in MSETCL's any offices.

7) The successful contractor shall have to pay 10% of the order value against the security deposit. This security deposit will be refunded after satisfactorily completion of the contract period & after confirming that there are no recoveries/dues.



21) The vehicle should be parked in office premises only or as directed by the office –in charges.

22) 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 –charges .You have to carry out any repair/servicing of this hired vehicle only during idle hours & as per the directives of the officers –in-charge.

23) If the hired vehicle is not made available on any working day without any intimation & without convincing reason by you, the penalty @ 10% of the daily charges will be recovered from every such occurrence.

24) Income tax under section 194C will be deducted as applicable from every month bill. Further GST will be deducted at the prevailing rate.

25) 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 & cost & company will not be responsible for any liabilities & compensation.

26) The vehicle should remain under control of Executive Engineer (Admin) at the office at EHV Project Division Kalwa.

27) The payment of monthly bill shall be made within 30 days after submission of the bill in triplicate on actual kilometres run of the vehicle during the month & actual days at the vehicle utilized during the months ,subject to availability of funds & limited.

28) Whenever there is a paucity of funds the priorities of payment of bills of various agencies will be decided by the undersigned & all the rights in this regards are reserved with the undersigned & binding upon you. The contractor is not claim any interest /compensation due to delay in their payments of bills on account of paucity of funds.

29) The payment shall be made for the days or the proportionate part of the days on which the duty is actually performed .The officers in –charges 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 the day/days.

30) Contractor will be responsible for any accidents occurring due to negligence/mistake of the driver during the entire course of the contract & he will have to pay compensation whatsoever as per the prevailing workmen compensation act.

31) Any loss or damage to the departmental assets or any other property will have to be borne by you.

32) 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 /officers funds that the vehicle cannot be utilized for certain defects, Lack of fuels or any incomplete statutory formalities, the officers shall refuse to take vehicle on duty on that day. Such absence of duty shall entail severing of the contract.

33) As per the rules of MSETCL & clause 34 of stamp duty act, Mumbai 1958 , you will have to enter into an agreement with the Executive Engineer .EHV Project Division Kalwa ,immediately after receipt of this purchase order, in the prescribed format which is available in this office & the same shall be get executed on the non-judicial stamp paper worth Rs.500.00/- for proper performance of the contract awarded to you. The cost of stamp paper shall be borne by you.

34)Following documents shall always be available with the vehicle.

- a) Driving License
- b) Comprehensive insurance of the vehicle
- c) Registration book/R.C.Book

- 8) You should maintain the entire necessary documents such as RC/TC book, insurance, fitness certificate, P.U.C., Tourist permit etc. & relevant R.T.O. Documents along with the vehicle. However original should be shown & get verified from the office.
- 9) 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.
- 10) The vehicle will be utilized on day to day it must be made available with short notice from concerned officers/offices. The charges will be paid on the basis of the days on which vehicle will be utilized, the charges will not be paid on the day on which vehicle has not been utilized. The concerned field officers/in charges of the vehicle is fully empowered to give off, on the day without assigning any reason for which on charges will be paid for that day.
- 11) All taxes such as R.T.O. Taxes, duties, insurance, & all other statutory charges will be paid by you only. Any complication concerned with R.T.O. Taxes, permit etc. You should settle that formalities company will not be responsible for the same.
- 12) The driver engaged to drive the vehicle should have a valid license with adequate (2-3) years' experience. The driver should have polite behaviour. He should be on duty with neat & clean clothes. He should be obedient & should be free from any kind of bad habits. The driver should know that 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 officers/in charges of the vehicle.
- 13) In case the halt occurs the driver should arrange his own kit & the company will not pay extra amount on this account.
- 14) The vehicle must run all the types of roads. The condition of all the tyres fitted to the vehicle must be good. A good & serviceable Stephanie should be provided with the vehicle.
- 15) The vehicle should be self starting condition. In case it fails, it should be got repaired immediately at your end.
- 16) 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 & condition shall have to be given as the replacement on the same terms & 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 the penalty clauses.
- 17) The driver will not be permitted /allowed to carry any outside passengers, luggage when the vehicle is engaged for company's work.
- 18) If the performance & the service given by your vehicle & driver are not found satisfactory the contract will be terminated without giving any notice & security deposit paid by you will be forfeited.
- 19) You have to display the board on the vehicle starting "ON DUTY VEHICLE". The same will have to be wiped off on expire of the contract period. For this, the necessary permission from R.T.O. authority will be furnished by you.
- 20) You have to maintain two separate log-books/diary for alternate months to record the daily journey with timings, KMs, Fuel account, place of visit etc. at the end of each day & duly signed by officers/person using the vehicle. The same should be submitted in original along with bills for arranging payments.

