

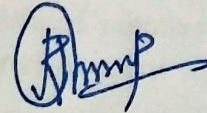


**SCHEDULE "A"**

**Subject:** E- enquiry for the work of unloading of EHV materials/equipments by crane & labours at Major Stores, Panvel for FY 2023-24.

Sr. No.	Description	Qty. (in M.T.)	Unit Rate (Incl. Labour cess @ 1% (Rs.))	Unit Rate (Incl. GST @ 18% (Rs.))	Amount (Rs.)
1.	Loading&Unloading of Materials by Manual. (SAP item code : 50014857) (SAC code : 996792)	372.67			
2.	Loading&Unloading of Materials by Crane  SAP item code : 50014858) (SAC code : 996792)	248.00			
<b>Total Amount including GST</b>					

Note : quantity varies as per actual.



**EXECUTIVE ENGINEER (I/C)  
MAJOR STORES, PANVEL**

4/10/23  
04/07/23

## TECHNICAL QUALIFYING REQUIREMENTS

- 1) **Scope of work :** The unloading of EHV material/equipments at Major Stores, Panvel as per schedule 'A' only. The work should be purely as per instructions of the Executive Engineer. The bidder should carry the survey and understand the scope of work before bidding. All personnel/ labour, material and T&P, vehicle, cranes are to be arranged by the bidder.
- 2) The prescribed form i.e. Schedule 'A' duly signed & filled with rates in words and figures should be sent by registered post or in person to the office of the Executive Engineer Major Stores, Panvel.
- 3) Please super scribe the offer with the following details :
  - i) **Quotation for :**
  - ii) **Due date :**
  - iii) **Name of the bidder :**
- 4) Bidder should not submit conditional quotations. Such conditional offers shall liable for rejection.
- 5) **The bidder should submit following self attested documents/certificates with quotation :**

### Statutory Requirements :

- 1) Provide proof of registration of firm under shop & establishment Act/NOC from Grampanchayat.
- 2) GST registration certificate & submit the copy of GST return for the last financial year.
- 3) Valid workmen compensation/ESIC registration policy.
- 4) PAN card
- 5) If bidder comes in category SSI/NSIC/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 Chartered Account with seal & UDIN.

### Minimum Technical Qualifying Requirements :

- 1) The bidder should be having experience of similar type of works in power sectors/Govt. undertaking/private sector not less than three years such as :a) Transport services b) Loading & unloading works c) Shifting works through labour & Crane d) Crane Hiring e) Any services where cranes & labour used.
- 2) The bidder Should have successfully executed works at defined works at (1) in last 03 years have to submit against :
  - a) Single work order of at least 80% of tender estimated cost.

OR

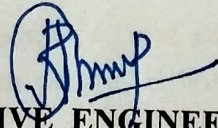
- b) Two work orders each of at least 50% of tender estimated cost.  
OR  
c) Three work orders each of at least 40% of tender estimated cost.

Bidder has to submit the experience certificate for above mentioned works with satisfactorily/ successfully completion remark signed by the authority not below the rank of Executive Engineer.

- 3) The owner reserves the right to review the bidder's performance in MSETCL or any other sector and may accept / reject the offer in part or full accordingly.

**Financial Requirements :**

- 1) EMD in lieu of bid security deposit Rs. 5000/- or 1% of estimated cost whichever is higher will have to be paid by the bidder through online mode. Copy of EMD paid receipt should be submitted with bid.
- 2) Minimum Average Annual Turnover certificate costing at least 60% of tender estimated cost in the last three financial year. The statement of turnover certificate duly certified by Chartered Account with seal & UDIN.
- 3) Networth certificate costing at least 25% of tender estimated cost in the last financial year. The statement of networth certificate duly certified by Chartered Account with seal & UDIN.
- 4) Audited financial statement i.e. Profit & Loss Account & Balance Sheets for last three balance sheet three financial years duly certified by Chartered Account with seal & UDIN.
- 5) ITR certificate for last three years.
- 6) Undertaking to be submitted by the bidder declaring that bidder is not debarred/ blacklisted by government/semi government/ other power utilities.
- 6) 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, taxes or if the blanks are not filled in, the offer/ quotation shall be liable for rejection.
- 7) The Estimated cost includes all the labour charges, supply of material require for execution of work, tools & plant, GST, Labour cess. So it is requested to quote the rate considering the all above charges.
- 8) Quotation which do not fulfill all or any of the qualifying conditions or are incomplete in any respect are liable to reject.
- 9) Right to cancel any or all the bids/offers without assigning any reason thereof is reserved by the undersigned.

  
**EXECUTIVE ENGINEER (I/C)**  
**MAJOR STORES, PANVEL**

*Amas*  
07/04/23

## TERMS & CONDITIONS OF CONTRACT

### 1) SCOPE OF WORKS :

- i) The scope of works of this contract covers unloading & stacking of of EHV materials/equipments as directed by the Engineer-incharge
- ii) The contractor shall make his own arrangements for vehicles, labour, tools and tackles, handling equipment's, adequate capacity cranes etc. at his cost for execution of the work detailed herein. For attending the above work, the contractor shall personally remain present or depute his representatives whose names, addresses and attested signatures are submitted to the office.
- iii) Crane & labour requirements are informed in advance before execution of works. You have to arrange the same without fail.

### 2) SIGNING OF CONTRACT AGREEMENT:

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. The necessary stamp duty for the agreement shall be borne by the contractor.

The value of stamps affixed with the contract will depend on the contract value / estimated cost. If the contract value/ estimated cost is less than or equal to Rs. Ten Lakhs, The stamp of Rs. 500/- value shall be affixed with the contract agreement and thereafter, for increase of every Rs. One Lakh over and above Rs. Ten Lakh, The value of stamp to be affixed will increase by Rs. 100/- thereon. The proforma for contract agreement shall be as per Profoma –C given herewith. The contract agreement shall be strictly as per proforma –C otherwise the contract agreement shall not be accepted.

### 3) SITE VISIT :

Information about the work given in specification is purely tentative and may change during actual execution as per site requirement. The contractor is advised to visit and examine the sites of work. The cost of visiting the site shall be borne by you.

### 4) PERIOD OF CONTRACT:-

With effect from date of LOA/work order issued upto **31.03.2024** will be placed with the agency whose rates and offers are found suitable. The undersigned however reserves the right to place the order for any shorter period and to terminate the order at any time if the services are not found satisfactory.

### 5) RATES :

Rates are accepted inclusive of all taxes and indicated in Schedule (A) and same shall be fixed during the period of contract and during the extension period, if any. No price variation will be applicable.

6) **SECURITY DEPOSIT:**

The Tenderer will have to pay security deposit within seven days from the date of receipt of the order, amounting to 10% of the value of the contract in the form of Cash/BG/ D.D. /FDR of any Nationalized/ scheduled Bank in the favour of "MSETCL, SE EHV O&M Circle Panvel valid for one year in the prescribed format. The Security deposit will be refunded only after satisfactory completion of the work. The Security deposit will be returned after the completion of the work satisfactorily. No interest will be allowed on this deposit.

7) **TAXES AND DUTIES** : Rates quoted should be fixed for period of contract. The taxes & duties which are to be deducted by MSETCL & deposited to the Govt. will be deducted from bills & certificate to that effect should be issued. **Taxes will be applicable as per prevailing rate.**

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

9) **LABOUR CESS** : Labour cess @ 1% will be deducted from your bill.

10) **INSURANCE** :

i) Contractor should obtain insurance/ workmen compensation policy. If you have not taken insurance policy, 1% order amount will be deducted from your bill.

ii) Fragile/costly EHV equipments/materials are required to be unload against this contract. Irrespective of whether EHV equipment/material is insured or not, you/your staff must take due care while unloading. In case EHV equipment/material is damaged on account of carelessness, improper T&P/crane used/purposely made, compensation will be recovered from you. This is applicable in case of your owned cost.

11) **PAYMENT OF BILL** :

i) 100% GST payment against GST tax invoice submission will be made from time to time in reasonable period.

ii) The monthly bill in triplicate along with delivery challan & certificate from the Engineer-in-charge having completed the work satisfactorily should be submitted to the Major Stores Panvel at the end of each month. The Superintending Engineer, EHV O&M Circle, Panvel will effect the payment.

iii) Penalty @ 1% per day per part of payment approved rates thereof subject to maximum 10% of order value 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.

iv) The agency should submit the GSTR1 & GSTR3B along with bill.

v) Please quote your PAN No. & GST No. on the bill.

vi) You will have to observe the payments strictly in time, regularly of Professional Tax payment, Payment of Labour Insurance, GST Payable against the contract orders and submit the Xerox Copy of amount paid to this office for next month billing.

- 12) You will have to maintain all records as required under labour laws i.e. labour licenses, P.F. Registration, Labour Insurance or ESI regulations etc. at your end and submit the document whenever call upon.
- 13) In case of the crane used for unloading of material belongs to the agency itself, the required R.T.O. documentation and validity thereof shall be maintained by the agency/contractor. If the hired crane is being used by the agency/contractor, the fitness and other R.T.O. documentation alongwith validity shall be ensured by the agency/contractor. In respect of above, MSETCL is not responsible for any discrepancies.
- 14) The contractor shall abide by all instructions that may be given to him from time to time by the Company. The agency will be responsible for the safety. They are also responsible for any accidents caused either inside or outside the premises of Company and for any dispute that may arise on account of the above during the contract.

**15) CONTRACT LABOUR REGULATION :**

- a) The agency will have to comply with all the statutory provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Maharashtra Contract and Labour Rules 1991 and all other statutory requirements for carrying out such works. If at any time, any dispute in difference whatsoever arises in this respect; the decision of the undersigned shall be final and binding on all the parties to the contract upon all questions relating to the contract
- b) . If any clause is required to be imposed by virtue of any Act of the Government during the currency of the contract, the same will stand included these schedules and that will be binding upon the Contractor and will not amount to any change of material condition of the contract to retaliate the contractual obligation between the Company and the contractor.
- c) If applicable. The contractor must comply with the provisions of Maharashtra Mathadi Hamal and other Manual Workers' (Regulation of Employment and Welfare) Act, 1969 and Bombay Steel unprotected Workers' (Regulation of Employment & Welfare Scheme) Act 1970 and also comply with the provisions of registration provided under the Act failing which the contract may be withdrawn and the earnest money or security deposit paid by the contractor is liable for forfeited.

**16) COMPENSATION UNDER WORKMEN COMPENSATION ACT :**

The contractor shall be responsible for and shall pay any compensation to his workmen under Workmen's Compensation Act, 1923 for injuries caused to his workmen. If such compensation is required to be paid by the Company as principal employer on behalf of the agency, it shall be recoverable by the Company from the agency. You will have to arrange for insurance at your cost for the labours/workers, material, vehicle and crane etc. associated with this period of contract. The company will not be responsible for any accident or loss, damages, theft mishap. You will have to lodge, pursue and settle any or such claims through Insurance Company without involving MSETCL in the process.

17) The contractor, on or after award of contract, shall have qualified personnel with sufficient experience in carrying out work of similar nature and furnish their names to whom the instructions for works can be given. The contractor shall ensure that his agency shall provide competent and efficient supervision over the work entrusted to them. The contractor shall be responsible for the proper behavior of all the staff, workmen and others working under him and should exercise proper control over them.

18) Any amount which will become payable by the agency to the MSETCL under this contract shall be deducted by the MSETCL from any amount/amounts due to or becoming due to the contractor under the same or any other contract with a notice furnishing the details of such recovery and the reasons thereof. Amount/amounts due on account of damages or compensation for default or breach of contract by the contractor, in which case, instead of deduction of the said amount/amounts shall be retained and the company shall have right or lien on the amount/amounts so retained or withheld.

19) **TERMINATION OF CONTRACT :**

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.

20) **ADDITIONS / ALTERATIONS PROHIBITED**

Contractor shall not make any additions, alterations or changes in the tender form and the conditions of tender

21) **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.

22) **SUB-LETTING OF CONTRACT**

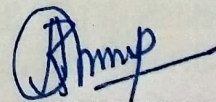
The contract, or any part thereof shall not be assigned, transferred, or sub-let without the prior written permission of the undersigned. Even if such permission is granted, it shall be the responsibility of the principal contractor to whom the work order was originally issued, to execute the works as per the terms of the contract.

23) **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.

24) **JURISDICTION**

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



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