

MAHARASHTRA RAJYA SAHAKARI DUDH MAHASANGH MARYADIT, MUMBAI
MAHANAND DAIRY, WESTERN EXPRESS HIGHWAY, GOREGAON (E), MUMBAI: 400 065
TENDER FORM NO – 41

Cost of Tender Form Rs. 500/-
VAT 5% RS. 25/-
TOTAL RS. 525/-

TENDER FORM FOR TRANSPORTATION OF FURNACE OIL

1. LAST DATE/ TIME FOR SUBMISSION : 16.01.2015 up to 16.00 pm.
2. OPENING DATE / TIME OF TENDER : Will be Inform Later On
3. CONTRACT PERIOD : ONE YEAR FROM THE DATE OF COMMENCEMENT, CAN BE FURTHER EXTENDED FOR 3 MONTHS
4. EARNEST MONEY DEPOSIT : Rs. 5,000/- Refundable without interest

NOTE: TENDER ENVELOPE SHOULD BE SUPERSCRIBED IN BLOCK LETTERS AS: TENDER FOR TRANSPORTING OF FURNACE OIL

To,

The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit
Mahanand Dairy, Goregaon (East)
MUMBAI:- 400 065.

Sub.: **TRANSPORTATION OF FURNACE OIL**

Dear Sir,

With reference to your Tender Notice published in _____ dated _____, I /we, the undersigned Shri / Smt. Messrs. _____

is / are interested to ply the vehicles on Furnace Oil transportation. From Mahul to Goregaon - Mumbai, and Latur. My / Our details are given below.

1. NAME OF THE PARTY _____
2. TYPE OF PARTY (MARK 'X' IN RELEVANT BOX)
PROPRIETOR COOP SOCY.
PARTNERSHIP OTHER, SPECIFY _____
3. ADDRESS WITH TEL. NO & MOBILE NO

4. REGISTRATION NO. OF FIRM : _____
 COOP. SOCY./OTHERS : _____
 (ATTACH RELEVANT CERTIFICATES/
 DOCUMENTS' CERTIFIED COPY : _____
5. INCOME TAX : _____
 REGISTRATION NO : _____
6. TENDERAR SHOULD BE IN THE LIST : _____
 OF HPCL OR IOCL OR BPCL : _____
 (attaché approved list along with Tender Form)
7. PAST EXPERIENCE (TO : _____
 ACCOMPANY DOCUMENTARY : _____
 EVIDENCE : _____
8. NAME OF PERSON SIGNING TENDER : _____
 AND COPY OF POWER OF ATTORNEY: _____
 IN HIS FAVOUR IN CASE OF SOCIETY: _____
 ETC. EXCEPT PROPRIETORY CONCERN: _____
 : _____
- 9) Type of Vehicle : _____
- 10) Year of Manufacture : _____
- 11) Vehicle Registration No. : _____
- 12) Vehicle Capacity : _____
- 13) Insurance Certificate : _____
- 14) Vehicle permit : _____
- 15) R. C. Book : _____
- 16) P. U. C. : _____
- 17) Details of Driver : _____
 - I) Name, Licence No. : _____
 - II) Residential Address : _____

I / we will make available my / our vehicles for transporting Furnace Oil as per your requirement.

I / We offer our rates as under

	RATE per MT
A) 1. Mahul to Goregaon -- Mumbai (Qty.1000MT approx)	: _____
2. Sewree to Goregaon --Mumbai (Qty.1000MT approx)	: _____
B) 1. Mahul to Latur (Qty.75 MT approx)	: _____
2. Sewree to Latur (Qty.75 MT approx)	: _____

I / we have gone through the terms and conditions of the Transport agreement & abide to work accordingly. The above quoted rates will be valid for the contract period.

Thanking you,

Yours faithfully,

(NAME OF THE CONTRACTOR)

& RUBBER STAMP

PLACE : _____

DATE _____

EMD Receipt No. _____ Dt. _____ Rs. _____

1. **DELIVERY OF FURNACE OIL :**

The Transport Contractor shall make the arrangement for delivery of Furnace Oil from Mahul to Goregaon – Mumbai and Latur. The delivery of Furnace Oil shall be made as per the schedule given to transport contractor. The loading and unloading of the products shall be the responsibility of the transport contractor.

2. **REPORTING TIME :**

As per requirement

3. **CONDITION OF THE TRANSPORT VEHICLE**

The transport vehicle shall be in good working condition. In case of breakdown, the Transport Contractor shall arrange an alternate arrangement by providing the vehicle for transporting the Furnace Oil. In no case, the delivery of Furnace Oil should be delayed to the dairy.

4. **TRANSIT LOSSES :**

The Transport Contractor shall check the Furnace Oil before the acceptance of the Furnace Oil for delivery as per schedule given. The loss of Furnace Oil during the transit will be the responsibility of the Transporter and the full amount of losses, if any, will be recovered from the Transport Contractor in cash or from his bills.

5. **EARNEST MONEY (EMD) DEPOSIT :**

The Transport Contractor shall deposit the EMD of Rs.5,000/- per vehicle in the form of cash /DD drawn in favour of Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit, Mumbai (refundable). Tenders without EMD will not be accepted.

6. **DETAILS OF VEHICLES** : (Pl. attach Xerox copies)

The Transport Contractor before plying the vehicle should give the following Information:

- (a) Vehicle Registration No.
- (b) Year of manufacture
- (c) Capacity of the vehicle
- (d) Name of the Driver (along with Passport size photograph), and his Licence No. & Address.
- (e) Insurance Certificate
- (f) Vehicle permit
- (g) R.C. Book
- (h) PUC

The entire responsibility to fulfill the statutory requirement and liabilities in respect of vehicle and persons engaged by the Contractor shall rest with the Contractor.

7. **FAILURE TO LIFT THE FURNACE OIL** :

In case the Transport Contractor fails, neglects or avoids to lift the quantity of Furnace Oil as per the schedule given to him, the Mahasangh shall on its own discretion will impose the penalty of Rs.1000. The Mahasangh may recover the damages, losses and expenses which it may incur or suffer on account of or consequent to such failure by the Transport Contractor. In such cases, Mahasangh may employ other vehicle and the difference in the rate of payment will be recovered from the Transport Contractor in addition to penalty imposed.

8. **NON-TRANSFERABILITY** :

This Transport Contract shall not be sublet, transferred or assigned to anybody except the legal heirs in which case prior written permission of the Mahasangh should be obtained.

9. **PAYMENT OF FREIGHT**

The Transport Contractor shall raise the bills for duration of every completed trip and the bill raised will be processed for payment after taking into consideration the losses, shortages, etc. occurred to the Furnace Oil during the transit and provided he meets the statutory requirements, he has recruited for plying vehicles.

- (a) Mahasangh shall deduct Income Tax from the bills as per the provision of Income Tax Act.
- (b) For any liability in respect of Income Tax, and other taxes, arising out of contract shall be the sole responsibility of transport contractor even after expiry of contract.
- (c) The Successful Tenderer should accept the nominal membership of MRSDMM.

Note:- Please attach xerox copies in respect of (a) (b).

10) **STATUTORY INCREASE/DECREASE IN FUEL CHARGES :**

During the period of contract, if Govt. revise the rates of fuel, the same may be taken into account proportionately while revising the rate from the date of its revision by Govt.

11) **DISCIPLINE :**

The Transport Contractor and/or his employees or/any authorised representative shall follow proper discipline in the Dairy premises concerned places. The Transport Contractor shall not enter into the prohibited area or the laboratory of the Mahasangh without the permission in writing from Mahasangh/Dairy and shall be responsible for any loss, damage, breakage, theft or pilferage of Furnace Oil and property that is caused by them to the Mahasangh/Dairy. The Transport Contractor is liable to pay to the Mahasangh the amount of loss or damage or shortages caused to the property as may be decided by the Mahasangh. The Transport Contractor shall not delegate any of his duties and responsibilities which might result in the termination of contract as per the Terms and Conditions of the Contract and/or other disciplinary action against the Transport Contractor.

12) **DISCONTINUANCE OF CONTRACT :**

The Mahasangh is entitled to discontinue the Transport Contract and/or terminate this Agreement and forfeit the security deposit without any notice to the Transport Contractor on any of the following grounds:

- a) If the composition, quality or quantity of Furnace Oil delivered is found to be altered or different from what is supplied by the supplier for the delivery.
- b) If the Transport Contractor fails to pay the penalty levied as per the Clause No.7.
- c) If the Transport Contractor or any of his employees are found to have caused any loss, theft or pilferage etc. of milk and milk products or damage to any property of the Mahasangh/Dairy.
- d) In case of any misbehavior or misconduct or any breach of the Rules and Regulations or Instructions, Circulars or Notifications of the Mahasangh/Dairy on the part of the Transport Contractor, or his authorised employee or representative with the staff of Mahasangh/Dairy.
- e) If in the opinion of the Mahasangh, the Transport Contractor or his employee, commits any act or deed, injurious to the credit or reputation of the Mahasangh/Dairy or does any act or deed to lower down the prestige of the Mahasangh/Dairy in the eyes of the public or works against the interest of the Mahasangh/Dairy or acts in any of the way in a disgraceful manner or undisciplined manner or causes any harm to the funds and property of the Mahasangh/Dairy.
- f) If the Transport Contractor fails to arrange the vehicle to deliver the Furnace Oil as per the delivery instructions and/or as per the scheduled time given to him, incase of such failure on any account, the Contractor shall have no rights/claims against the Mahasangh.
- g) The successful Tenderer should accept the Nominal Membership of MRSDMM.

13) **PERIOD OF CONTRACT :**

This Transport Contract shall commence from the date of its execution of the agreement up to one year till the same is terminated under Clause of this Terms and Conditions of the Contract, whichever is earlier

14) **TERMINATION OF AGREEMENT**

This Agreement may at any time during the duration of this Contract mentioned in 2Clause-16 be terminated by one month's notice by the Mahasangh or the Transport Contractor in that behalf to the other.

15) **DISPUTES :**

Any disputes arising out of this agreement would be settled at Mumbai by Managing Director MRSDMM Mumbai and his decision would be final and binding to all.

Place: _____

Date: _____

Accepted By

Name of contractor & Rubber stamp

Signature: _____