



एमएनडी/७/खरेदी/फर्नेस ऑईल वाहतुक/२०२२-२३

दि.०६.०६.२०२२

प्रति,

विषय : १) मे.भारत पेट्रोलियम कार्पोरेशन लि. शिवडी ते महानंद दुग्धशाळा गोरेगांव, मुंबई .

२) मे.भारत पेट्रोलियम कार्पोरेशन लि. शिवडी ते महानंद दुग्धशाळा लातूर.

फर्नेस ऑईल वाहतुकीसाठी दर सादर करण्याबाबत.

उपरोक्त विषयाच्या अनुषंगाने फर्नेस ऑईल वाहतुक करण्यासाठी वार्षिक ठेका निच्छित करायचा आहे. त्याकरिता खालील नमुन्यात आपले दर लेटरहेडवर सादर करावेत. वाहतुकीच्या ठेक्याबाबत सविस्तर अटी व शर्ती सोबत जोडल्या आहेत. त्या मान्य असल्याबाबत स्वाक्षरी करून सादर करावे. अटी व शर्तीत नमूद केलेल्या बाबींची पूर्तता होत असेल तरच तुलनात्मक दरांसाठी आपला दर विचारात घेता येईल.

अ.क्र.	वाहतुकीचे ठिकाण	फर्नेस ऑईल वाहतुकीचे पिरमाण	वाहतुकीचा कालावधी	टँकर क्षमता	दर रु.प्रति मे.टन
१.	मे.भारत पेट्रोलियम कार्पोरेशन लि. शिवडी / माहुल ते महानंद दुग्धशाळा गोरेगांव, मुंबई	अंदाजे १२०० मे.टन (प्रति माहे ०५ फेरी)	०१/०८/२०२२ ते ३१/०७/२०२३		
२.	मे.भारत पेट्रोलियम कार्पोरेशन लि. शिवडी / माहुल ते महानंद दुग्धशाळा लातूर	अंदाजे ४० मे.टन (वार्षिक ०२ फेरी)	२२/१२/२०२२ ते २१/१२/२०२३		

वरील बाबी विचारात घेता, दि.१८.०६.२०२२ पर्यंत आपली दरपत्रके सादर करावीत.

आपला विश्वासू

प्र.व.व्यवस्थापक (खरेदी)

MAHANAND DAIRY TRANSPORTATION OF FURNACE OIL

Terms & Conditions.

1. **DELIVERY OF FURNACE OIL :**
The Transport Contractor shall make the arrangement for delivery of Furnace Oil from Mahul / Sewree to Goregaon – Mumbai approximately 5 trips per month transportation & approximately 2 trips in a year from Mahul / Sewree to Latur, Mahanand Unit. 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 break-down, the Transport Contractor shall make an alternate arrangement by providing the vehicle for transportation of 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 & deliver the same without adding anything & removing any quantity. 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. **DETAILS OF VEHICLES :** (Pl. attach xerox copies)
The Transport Contractor before plying the vehicle should give the following Information & Certified copies of their documents must be attached other wise your quotation will not be considered for rate comparison.
 - (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) PUCThe entire responsibility to fulfill the statutory requirement and liabilities in respect of vehicle and persons engaged by the Contractor shall rest with the Contractor.
6. **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 have authority to employ other vehicle from L-2 Transport Contractor and the difference in the rate of payment will be recovered from the L-1 Transport Contractor in addition to penalty imposed.

7. **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.
8. **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.
- 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 Contract 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.6.
- c) If the Transport Contractor or any of his employees are found to have caused any loss, theft or pilferage etc.of furnace oil 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.

13) **PERIOD OF CONTRACT :**

This Transport Contract shall commence from the date of its issue of contract order PO (Service) up to one year till the same is terminated under Clause of this Terms and Conditions of the Contract, whichever is earlier.

14) **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.

I have read carefully all the terms & conditions given above & I abide to observe those terms & conditions.

Signature

Name & address of authorized represent -----

Mobile No.: -----

Office No: -----

E-mail ID: -----

Note:- Separate Rates Per MT may please be quoted for Goregaon & Latur Unit.