

TENDER FORM

TENDER FOR THE TRANSPORTATION OF SKIMMED MILK POWDER

Website: <http://mahatenders.gov.in>

AT MAHANAND DAIRY, GOREGAON UNIT,

MUMBAI – 400 065

**MAHARASHTRA RAJYA SAHAKARI DUDH MAHASANGH MARYADIT
MAHANAND DAIRY, WESTERN EXPRESS HIGHWAY,
UNIT NO.12, GOREGAON (E), MUMBAI – 400 065.
PHONE: 022-26856360 / 61**

E-TENDER NOTICE-014

On behalf of Mahanand Dairy, the undersigned invited Open E-tenders for the works of transportation of Skimmed Milk Powder in two envelope system. Tender details are as follows

Sr	Scope of work	Period of work	Capacity of vehicle Minimum	E.M.D. Rs.	Tender form Fee (non-refundable) Rs + GST 18%
1.	Transportation of Skimmed Milk Powder by covered vehicle as per given routes	1 years	10 M.Ton.	50,000/ -	Rs.3000/- + 540 /- Total Rs.3540/-
2	Tender forms are online available at	http://mahatenders.gov.in			
3	Period of sale of tender forms	From 06.04.2021 13.00 hrs. to 17.04.2021 up to 13.00 hrs Tender fee & E.M.D. amounts has to be paid by (online) In Mahanand Dairy Account Dept on or before 17.04.2021 – 13.00 Hrs . All documents related to technical bid. Submitted online in original form and A Xerox set of same must be submitted to Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy on or before 17.04.2021(12.00 Hrs) strictly.			
4	Last Date for submission of Tender	17.04.2021 (13.00 Hrs)			
5	Date and time of opening of Tender	19.04.2021 (14.00 Hrs)			
6	Validity of Tender	60 days			

The undersigned reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

SCHEDULE-B

TENDER FORM

1. Name and address of the Tenderer : _____

2. Last date of submission : Dt. **17.04.2021**(up to**13.00hrs**) online
3. Date of opening : As far as possible on **19.04.2021**at **14.00** Hrs
4. Validity : **60 days**

To,

**Managing director
Mahanand Dairy
Mumbai**

Sub: Transportation of Skimmed Milk Powder of Mahanand Dairy.

Technical Offer

1	Name of the Tenderer (Company's Name)	
2	Earnest Money Deposit Rs.50,000/- (Rupees fifty thousand only) by online only through NEFT/RTGS in Account Dept of MRSDMM A/C No.01452210000029, IFS No.HDFC0000145 HDFC BANK LTD, SVP ROAD BORIVALI (WEST) MUMBAI 400092	
3	Registration certificate of Firm	
4	Whether the Technical Specifications of the tender are acceptable to you.	
5	Whether General Terms & Conditions of tender are acceptable to you.	
6	Details about Minimum 3 works of similar nature in last 5 years (including at least 3years in Maharashtra) Attach at least 3 satisfactory certificates.	
7	Nature of Business & Establishment Year of the Tendered(Company)	
8	Tenderers Address Telephone Nos. Mobile No. Contact Person Name Designation	

	<i>Mobile #</i>	
	<i>E-mail</i>	
9	Details of Vehicles available and their capacity	
10	Work in hand (provide details in following format - Attach additional sheets if required) I) Name of the project II) Customer III) %age completed/status IV) Completion time V) Value	
11	List any arbitration cases/ legal disputes on Current/ previous projects - Mention name of project, reason for dispute, party filing the suit and current status)	

Yours faithfully,

Stamp and signature of the Tenderer.
Authorised person as per Company Act.

IMPORTANT INSTRUCTIONS:

1. Tenderers are advised to understand the nature of works before submission of offer to avoid ambiguity in the offer.

SCHEDULE – ‘D’
General Terms and Conditions of E-Tender.

(In the court of Mumbai Jurisdiction only)

1. The Digitally sealed e-tenders in TWO BID system for Transportation of Skimmed Milk Powder through covered vehicle on the route given by, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy.
2. To view Tender Notice, Detailed Time Schedule, Tender Documents for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit to e-Tendering website of Government of Maharashtra:
<http://www.mahatenders.gov.in>

All bidders who are interested in participating in the online e-tendering process are required to obtain ClassII or ClassIII Digital Certificates.

The tender should be prepared & submitted online using individuals digital signature certificate only. Manual submission will not entertain in any manner.

3. PURCHASE AND DOWNLOADING OF TENDER FORM:

The tender document is uploaded/released on Government of Maharashtra, (GOM) e-tendering website <http://www.mahatenders.gov.in> Tender document, tender form and supporting documents may be purchased and downloaded from web site <http://www.mahatenders.gov.in>. By submitting tender form fees & E. M.D. amount only through online payment in the Account of Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy. **A/C No.01452210000029, IFS No.HDFC0000145 HDFC BANK LTD, SVP ROAD BORIVALI (WEST) MUMBAI 400092.**

Tender forms will not be sold/issued manually from office of Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy Only those Tender offers shall be accepted for evaluation for which non-refundable Tender Fee & refundable E.M.D. amount received only through online payment in the Account of Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy. By RTGS /NEFT mode and transaction receipt generated should be deposited in the office of Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh

Maryadit Mumbai, Mahanand Dairy (scan copies should be uploaded in technical bid) on or before scheduled date given in NOTICE DETAILS of the tender on working days.

4. Nature of organization: The tendered has to give the details of his organization namely whether public Ltd/Partnership/Ownership organization. The registration Number of organization should also be indicated as Private Limited or Government Organization.

I) Nature of Organization:

ii) Registration No:

(The tendered will have to give his office telephone No. and residence telephone No.)

Office No..... Res. No.....Email.

5. Rates: The tenderer shall have to quote the rates inclusive of loading, unloading, waraicharges and Insurance, GST, Toll tax etc. **per metric ton per kilometre** for transportation of Skimmed Milk Powder for each route separately as given below through covered vehicle, with minimum capacity of 10 M.Tonnes, clearly in figures and full words in commercial bid envelope (BOQ) of e-tender. The rates offered should be as per terms and conditions of the tender. The rates once quoted in e-tender shall be firm and shall not be liable for any change what so ever during the currency of tender validity. Increase in any taxes or increase in diesel rates would have no effect on the rates quoted.

6. Period of contract: - The contract shall remain in force for the period of **30 days from acceptance of tender**

7. Routes: -Particulars of transportation are as follows

Sr.	Particulars of transportation	Quantity to be	Route	Approx. Distance	EMD
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No.		Transported		one way)	
1	Skimmed Milk Powder through covered vehicle	43.800 M.T.	Mahanand Dairy, B-11, MIDC, Hingna Road, Nagpur – 440 016 to Mahanand Dairy, Western Express Highway, Goregaon (E), Mumbai -400 065.	828 Km	EMD Rs.50,000/- for all routes
2	Skimmed Milk Powder through covered vehicle	10 M.T.	Mahanand Dairy, B-11, MIDC, Hingna Road, Nagpur – 440 016 to Mahanand Dairy, c/o Igloo Dairy, APMC market, Navi Mumbai.	853 Km	
3	Skimmed Milk Powder through covered vehicle	10 M.T.	Mahanand Dairy, B-11, MIDC, Hingna Road, Nagpur – 440 016 to Mahanand Dairy, MIDC, Area, Latur	490 km	
4	Skimmed Milk Powder through covered vehicle	35.859 M.T.	Government Milk Scheme, Murtijapur Road, Akola to Mahanand Dairy, Western Express Highway, Goregaon (E), Mumbai -400 065.	620Km	

The successful tenderer should transport Skimmed Milk Powder on given route as per requirement of Mahanand Dairy and the instructions given by Dairy Manager, Mahanand Dairy

8. Earnest Money Deposit:- EMD of Rs 50,000/- (Rupees fifty thousand only) shall be paid along with the tender. The EMD should be paid online only through RTGS in Account Number of Mahanand Dairy and transaction receipt generated should be deposited in the office of Mahanand Dairy, Mumbai at the time of tender opening.

Hard copies of all technical documents including duly signed general terms & conditions, GST clearance certificate in prescribed format, Shop act valid License, Pan card, Income tax return of last three years, valid food and drugs licence, FSSAI licence, documents of past experience, EMD online transaction receipt shall be submitted to this office in person on or before dt.**17.04.2021** at **13.00 hrs..** Above stated documents in original shall be carried at the time of tender opening for verification.

- i) If the tenderer is exempted from the payment of Earnest Money Deposit due to any statutory conditions, the scan copies of details for exemption should be uploaded in technical bid. (Documents in original shall be carried at the time of tender opening for verification.)
- ii) Earnest Money Deposit is refundable & will not bear any interest while repaying back to the tenderer.

9) General Instructions:

- A) The date and time for online submission of Technical & Commercial envelopes shall strictly followed in all respect. The tenderers should ensure that their tender is prepared and submitted before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Tender(s) not submitted online will not be entertained.
- B) If for any reason, any interested bidders fails to complete any online stages during the complete tender cycle, tender inviting officer shall not be responsible for that and any grievance regarding that shall not be entertained.

- C) i) Tender shall be submitted in two Envelopes i.e. Technical Bid in Envelope-1 & Price Bid (BOQ) Envelope-2 by E- Tendering procedure.
- ii) Tenders submitted without following Two Bid system and by without E-Tendering procedure shall be rejected.
- iii) The Two Bid offer must be submitted along with document(s) as per the guidelines given below by E- Tendering procedure only.

D) Envelope No.1 (Technical Bid): –

Technical bid shall include following document(s) to be submitted inside the Envelope-1. tenderer shall submit all the following documents online by E-Tendering procedure (In the form of PDF files/ Scanned images).

These documents need to be digitally signed by individual bidders and uploaded during online bid preparation stage.

- a) Earnest Money Deposit (EMD) online generated receipt.
- b) Copy of the firm/company registration certificate issued by the competent authority Under shop act's registration no., GST clearance certificate, Copy of PAN card in the name of firm/individual whichever is applicable.
- c) Any other documents, if available in support of previous business done by firm.
- d) Tenders without Tender form cost and EMD paid online transaction receipt, will be summarily rejected which may be noted.
- e) Digitally signed undertaking for Important Notes to tenderer as on Technical offer shall be attached in technical bid envelope.
- f) Vehicle documents such as R.C., T.C., Permit, No. of compartments and valid insurance for at least two Vehicles.
- g) Any technical supportive documents as asked in the tender form
- h) Tenderer shall have valid food and drugs license as per food safety act to transport milk and milk products and FSSAI licence.

- i) Tenderer must submit balance sheet and income tax returns of last three financial years.(assessment year 2017-18,2018-19,2019-2020) Tenderer should have turnover above Rs.Fifty lakhs.

Envelope-2 (Price Bid): -

Price bid shall include following document(s) to be submitted inside the Envelope – 2.

quote the rates and amount inclusive of loading, unloading, warai charges and Insurance, GST, Toll tax etc. per metric ton per kilo meter for transportation of Skimmed Milk Powder for each route separately as given above through covered vehicle, with minimum capacity of 10 M.Tonnes, clearly in figures and full words in commercial bid envelope (BOQ) of e-tender.

All financial offers must be prepared and submitted online (An online form will be provided, in the form of BOQ) and signed using individuals digital certificate. Price bid must be strictly in form BOQ.

The rate for given route as in BOQ shall be quoted; otherwise the tender shall be liable to rejection. Final decision will be taken by Mahanand Dairy, Mumbai

Note: “Technical Bid” will be opened online on the date and time of tender opening at first instant and if it fulfils the requirement, then the “Bill of Quantity” will be opened.

10. Validity of Offer: The tenderer shall have to keep his offer open for 60 days. In case the Tenderer withdraw his offer within the above period, his Earnest Money Deposit shall liable to forfeit.

11. Acceptance of Tender: Mahanand Dairy, Mumbai reserves the right to accept or to reject the lowest or any other tender without assigning any reasons.

12. Security Deposit/Agreement and Liability:

- a) The successful tenderer will have to pay Rs.25,000/-(Twenty Five Thousand only) as a security deposit to Mahanand Dairy, Mumbai or as decided by this office at the time or within a week of the acceptance of his/their tender bearing no interest and payable back after successful completion of contract.
- b) In the event of the failure of the successful tenderer to pay the security deposit and within the time limit as specified in clause(s) such amounts as he may have deposited with the Government as E.M.D. is liable to be forfeited and the acceptance of tender placed with him is liable to be cancelled at his risk and cost.
- c) List of covered vehicles possessed by tenderer & documents i.e. capacity, R.C., T.C., Passing details, valid insurance etc. for at least two vehicles for transportation should be submitted online otherwise tender will be rejected.

13. Disputes settlement: In case of disputes with regards to any of the terms and condition of the contract & their fulfilment or otherwise the decision of the Mahanand Dairy, Mumbai, shall be final & binding on the contractor.

14. Arbitration: In the event of any unsettled dispute arising out unforeseen situation, the decision, without prejudice in the interest of public by the Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit, Mumbai, Mahanand Dairy under shall be final.

15. Judicial Jurisdiction: The judicial limit for the purpose of contract will be the appropriate court of Mumbai.

16. General Note:

i) IF ADDITIONAL TERMS AND CONDITIONS WHICH ARE OVER RIDDING THE CONDITIONS SET HERE ABOVE ARE PRESCRIBED BY THE TENDERERS WOULD NOT BE BINDING FOR ACCEPTANCE AND THE TENDER IS LIABLE FOR REJECTION WITHOUT ASSIGNING ANY REASON THEREOF BY THE MAHANAND DAIRY, MUMBAI.

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TERMS AND CONDITIONS GOVERNING THE CONTRACT

1. The tenderer shall have to carry minimum 10 M.ton. of Skimmed milk powder to the destination in covered vehicle.
2. The tenderer shall have to specify the capacity of the covered vehicle which will be used for transportation of Skimmed milk powder.

- 3.** Tenderer will have to be transported Skim MILk Powder as required by Manager, Mahanand Dairy, Goregoan from Nagpur/Govt. Milk Scheme, Akola to Mahanand Dairy, Goregoan (E), Mumbai / Mahanand Dairy, Latur / Vashi, Navi Mumbai at the same rate approved by Management for the transportation of skimmed Milk Powder. Necessary instructions will be given prior to the Transport Contractor.
- 4.** The tenderer shall have to allow inspection of his vehicles engaged by the Manager / Officer of Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy.
- 5.** The tenderer should ensure that the loss of Skimmed milk powder due to accident to the vehicle and against spoilage of Skimmed milk powder due to delay on road(break down)or any other reason when so ever, whereby the Skimmed milk powder does not reach the destination within the stipulated time given by Manager, Mahanand Dairy, Mumbai .Whether insurance is taken or Not, loss to Mahanand Dairy due to delay in reaching the destination or due to breakdown to the vehicle should be recoverable from the contractor.
- 6.** The tenderer shall promptly reply all the communication addressed to him.
- 7.** The tenderer shall render all or any of the services which he is required to render under this contract, and duly discharge all the duties and responsibilities hereunder as and when necessary and as directed from time to time by Manager Mahanand Dairy, Mumbai in the rendering of such services and responsibilities connected with the transport of Skimmed milk powder shall be regarded as public duties or act in which the public are interested.
- 8. Subletting :-** The tenderer shall not sublet. Transfer or assign the contract or any part thereof without the previous written approval of the Manager, Mahanand Dairy, Mumbai in the event of the tenderer contravening this conditions the Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy, shall be entitled to

terminate the contract. The tenderer shall be liable for any loss or damage which the MRSDMM may sustain in consequence of arising there from.

9. Period of contract: - The contract shall remain in force for the period of 30 days from acceptance of tender however, the Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy, reserves the right.

- i) To extend the period of contract for a further period on the same rates, as per same terms and conditions mentioned.
- ii) To terminate the contract at any time during its currency without assigning any reasons by giving thirty days' notice in writing to the tenderer at his last known place of residence/business and the tenderer shall not be entitled to any compensation on account of which such termination. The action of the Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy, under this clause shall be final conclusion and binding on the tenderer and shall not be called into question.

10. Rate of Diesel:- no dues for increase or decrease in diesel rate is entertained in the period of contract.

11. Condition of Vehicle:-Tenderer should have to give covered vehicles having minimum 10M.Ton capacity. Vehicle should have proper tarpolin covering from all side.

12. The successful Tenderer shall have to submit bill of Transport charges. Payment of bills will be given as per availability of funds. The successful Tenderer can not deny to transport skimmed milk powder in any circumstances.

13. Summary of Termination.

- a) If a tenderer having a natural death or a partnership firm, is adjudged insolvent or commits any act of insolvency or being a limited company is ordered to be wound up and passes a resolution for winding up his business or makes arrangement with its creditors or failed to observe any of the provision of this contract or any of the terms and conditions governing the

contract the contract shall forth withstand terminated without prejudice to any other rights or remedies under the contract and the Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy, shall be entitled to get the work done for the remaining period of the contract at the risk and cost of the tenderer and to claim from the tenderer all the resultant loss sustained on the costs incurred thereby.

- b) The tenderer shall be responsible to provide sufficient number of vehicles with necessary sealing arrangements to the vehicles in accordance with the daily programme of movements or instructions issued by the Manager, Mahanand Dairy, Mumbai authorized to act so. If the tenderer fails to supply the requisite number of vehicles as and when required for the transport of Skimmed milk powder in accordance to the programme for the day given to him.
- c) The Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy, or the Officer in charge shall at his entire discretion without terminating the contract be at liberty to engage other vehicles or give the transport work to other person at the risk and cost of the tenderer shall be liable to make all additional charges, expenses, cost or losses that may incur or suffer there by. The tenderer shall not, however be entitled to claim from the MRSDMM any benefit or gain resulting from entrustment of the work to another party. The decision of the Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy, in regard to such failure and liability of the tenderer shall be final and binding on the tenderer.
- d) The tenderer shall not carry anything else in the vehicle engaged under this contract except with the prior permission of the Manager, Mahanand Dairy or his authorized representative in writing.
- e) The vehicle despatched from skimmed milk Powder Plant, Varvand, Dist. Pune the acknowledgment of that vehicle should be returned by tenderer to the despatching scheme given by the receiving Mahanand Dairy. However, the vehicle of the tenderer is late/delayed due to situation beyond his control, the tenderer should produce an authentic written evidence for the delay caused. And on producing such evidence the Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy, reserves the right to wave the delay/loss to the Mahanand Dairy. But the delay caused not due to the situation beyond control, the action of penalty/recovery will be taken as per the condition no. 14 of the terms and conditions of this contract .

14. Security Deposit :

- a) The successful tenderer will have to pay security deposit of Rs.25,000/- (Twenty Five Thousand only) to Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy amount or as decided by this office at the time or within a week of the acceptance of his/their tender bearing no interest and payable back after successful completion of contract. The Tenderer shall always maintain the original amount of deposit and shall forthwith deposit such further cash as may be necessary to make up the original amount of deposit on being required by the Mahanand Dairy to do so.
- b) In the event of termination of the contract, Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy shall have the right to forfeit the entire or part of the amount of security deposit lodged by the Tenderer and to appropriate the security deposit or any part thereof in or forwards the satisfaction of any claim of the Mahanand Dairy Management for any damage, losses, costs, charges or expenses or otherwise howsoever. The decision of the Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy in respect of such damages, losses cost, charges and expenses shall be final and binding on the Tenderer.
- c) In the event of the failure of the successful tenderer to pay the security deposit and within the time limit as specified in clause(s) and or to execute the agreement on stamp paper within the time limit as specified in clause (b) above, such amounts as he may have deposited with the MRSDMM as E.M.D. is liable to be forfeited by Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy and the acceptance of tender placed with him is liable to be cancelled at his risk and cost.
- d) Upon due compliance by the Tenderer with all obligations and requirements under this agreement the deposit or such part thereof as shall not have been forfeited or appropriated as aforesaid shall be refundable to the Tenderer. Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy shall without prejudice, to its any other rights and remedies be entitled to recover from the Tenderer all amounts due to or recoverable by Mahanand Dairy from his herein under as arrears of land revenue.

15. Liability of Tender for losses etc. suffered by Mahanand Dairy.

The tenderer shall be liable for all costs, damage charges and expenses incurred by the Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit

Mumbai, Mahanand Dairy due to the tenders negligence and unworked like performance of any service under this contract or breach of any terms thereof on their failure to carry out the work with a view to avoid all damages or losses occasioned to the Mahanand Dairy. in particular, to any property belonging to the Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy, due to any act whether negligent or otherwise of the tenderer themselves or their agent or employees. The decision of the the Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy regarding such failure of the tenderer and their liability for the losses etc. suffered by Mahanand Dairy shall be final and binding to the tenderer.

16. Set Off :-

Any sum of money due and payable to the tenderer (including security deposit refundable to him) under this contract may be appropriated by the Mahanand Dairy. and set off against any claim of this Govt. for the payment of any sum of money arising out of or under any other contract made by the tenderer with the Govt.

- a) The Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy, shall be at liberty to reimburse themselves of any damages, Losses, costs, charges and expenses suffered or incurred by them due to tenderer's negligence and workman like performance of services under the contract of breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time here after may become due to the tenderer under this or any other contract with the Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy. In the event of the sum which may be due from the tenderer as aforesaid being insufficient balance of the total sum so claimed and recoverable from the tenderer as aforesaid shall be deducted

from the security deposit furnished by Tenderer as specified in para (1) should this sum also be not sufficient to cover full amount claimed by the Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy demand the remaining balance of the aforesaid sum claimed.

- b) The minimum and maximum number of vehicle is laid down in the tender notice. On certain routes, it may not be necessary to run the vehicle. In such cases the tenderer will be given a notice of 10 days communicating the intention of discontinuing temporarily the vehicle and of engaging other vehicle again. This is for the period of minimum number of vehicles as laid down may not be engaged and no payment will be claimed by the contractor. Similarly, when more maximum vehicles are required, the contractor will be under obligation to supply the same.
- c) In the event of any default on the part of Tenderer in providing tankers and/or their failure to perform any of the services mentioned in this contract within the stipulated time and to the entire satisfaction of the Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy shall without prejudice to other rights and remedies under this contract have the right to recover by way of compensation from the tenderer. The Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy in his absolute description may determine and the decision of the Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy on the question, whether the tenderer has committed such fault or has failed to perform any such services within the stipulated time and is liable to pay compensation and the quantum of such compensation shall be final and binding on the tenderer.
- d) The tenderer shall be responsible for the safety of the goods from the time they are loaded on the vehicle until they have been unloaded the skimmed milk powder from the vehicle at the required destination. The tenderer shall

be liable to make good the value of any loss, shortage or damage during transit. The Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy will be sole judge for determining after taking into consideration all the relevant circumstances, the quantum and value of loss and also regard the liability of the tenderer for such loss and the amount to be recovered from him. The decision of the Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy shall be final and binding on the tenderer.

17 . Volume of work

The Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy do not guarantee any definite volume of work of any particular pattern of service at any time or throughout the period of the contract.

The Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy will also have absolute right to appoint one or more tenderers for any or all the services mentioned hereunder and to divide the work between such tenderers in any manner that the Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy for any decision and no claim shall lie against the Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy for loss of profit or otherwise whosoever by reason of charges in routes or such division of work

18. Delays, strikes etc. :- The tenderer shall have to deliver the service each way within the time as given by the Manager, Mahanand Dairy. In case the Skimmed Milk powder is not transported within the scheduled period, responsibility of Skimmed Milk powder in that vehicle will be on the tenderer. In case of repeat of such instances, it would be presumed that the contractor is not interest in the work entrusted to him. The contract assigned shall be liable for termination on the event resulting in forfeiting

the EMD and security deposit in Mahanand Dairy account. Delay resulting in spoilage of milk products, the loss will be recovered from the tenderer and no claim from the tenderer for any sort of compensation in this regard shall be entertained. The tenderer will not be responsible for delay which may arise on account of reasons beyond his control and decision in respect of such delay as given by the Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy shall be final. Delay arising due to strike by tenderer's labourers as to wages or otherwise, as also due to breakdown of the vehicle will not be entertained. The tenderer will be responsible for any loss or damage which the Mahanand Dairy may suffer on this account.

19. Arbitrations :-

All dispute and differences whatever between the parties hereto arising out of or in any way touching of concerning this tender or in relation thereto regarding the interpretation of any clause hereof shall be decided by the Managing Director, Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai, Mahanand Dairy and his decision will be final binding on the tenderer.

20. Validity of offer: The rates offered in the tender shall remain open for **60 days** .

21. GENERAL CONDITIONS :

The tenderer should possess with him at least two vehicles and the list of such vehicles with their capacity, R.C.No. thereof should be submitted along with tender for transportation. The tenderer having this type of work experience with Govt.milk Schemes as well as private Dairies in Maharashtra may be given preference.

General Manager (Finance)/ Managing director.

MRSDMM, Mumbai

I/We----- have
undergone the terms and conditions mentioned above and agree for the same and
the terms and conditions are binding on me/us.

Date:-

Signature of the Tenderer

stamp and address

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