

**MAHARASHTRA RAJYA SAHAKARI DUDH MAHASANGH MARYADIT
MUMBAI,GOREGAON (E) MUMBAI 400065.
(MAHANAND DAIRY)**

Tender: MND/MARKETING/ E-TENDER NO - 051

Date:-03.12.2020

Managing Director of the **MAHARASHTRA RAJYA SAHAKARI DUDH MAHASANGH MARYADIT, MUMBAI** a society registered under the Maharashtra Co-operative Societies Act, 1960 having its registered office at NKM International House, 3rd Floor, 178 Backbay Reclamation Babubhai M.Chinai Marg, Mumbai 400020 hereinafter referred to as MRSDMM Which expression unless repugnant to the context or meaning thereof shall mean an include its assignees MRSDMM, Mumbai are being invites on-line E-TENDERS from reputed transporters to transport **Milk Products & Milk Pouch as well as Tetra Pack to Distribution in Mumbai & Suburban area.** (contract period is 2 years, from date of acceptance of contract.)

Sr.No.	Details of Route	Kilometer/ Per Month	Vehicle Capacity	Type of Vehicle	EMD Rs.
1	<u>From</u> Goregaon to -- Colaba	<u>1950</u>	3.5 M.Ton.	Insulated vehicle	Rs. 1,00,000/-
2	<u>From</u> Goregaon to -- Mumbai CST	<u>1850</u>	2.5 M.ton.		
3	<u>From</u> Goregaon to— Ghatkopar- Mankhurd	<u>2100</u>	2.5 M.ton.		
4	<u>From</u> Goregaon to Borivali - Nalasopara/ Palghar	<u>3100</u>	2.5 M.ton.		
5	<u>From</u> Goregaon to Thane /Kalyan	<u>2750</u>	2.5 M.ton.		

Interested eligible Tenderers may obtain further information of technical specifications, required quantities and other terms and condition applicable for procurement of above items from the e-tendering

Website:www.mahatenders.gov.in

1. Please read the tender documents carefully. Only GST Registered tenderer can apply.
2. Please attach scanned copy of receipt / details of payment of cost of tender form, EMD receipt and scanned copies of relevant documents mentioned in the tender, while submitting tender/offer.

Cost of tender documents : Rs :10,000/- + GST 18% = 11,800/-
(Rupees Eleven thousand eight hundred only.)

On line Tender Forms available : 03.12.2020 to 11.12.2020.

Last date of submission : 11.12.2020 up-to 2.00 pm. of tender.

Date & time of opening tender : 14.12.2020, on 3.00 pm.

3. Earnest money deposit (EMD) (Interest free) : Rs.100,000/-
Refundable to the un successful tenderer.
4. Security deposit (Interest free) : Rs.3,50,000- (Rupees Three lacs fifty thousand Only). **To be paid only by the successful tenderer only.**
EMD will be adjusted against security deposit & balance to be paid.
5. Tender terms & conditions : Attached
6. Technical details along with
 - a. Supporting documents : Form "A" Attached
7. Pl. quote your rate : Form "B" Attached.

(In enclosed format)

Note: Bidder has to select the payment option as “offline” to pay the tender fee as applicable. (D D)

The tender form fee and EMD should be paid via offline mode only.

The tender form fee and EMD should be paid via offline mode only. The tender fee and EMD should be paid separately. The Tender form fee and EMD

will be accepted in the form of D D. Demand draft drawn in favour of “Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit “.

Note:- Both Demand Drafts should reach Mahanand Dairy, Account section before closing date for submission of Tender. Failing to do so MRSDMM reserves rights to reject the said bidder.

IMPORTANT POINTS TO BE NOTED BEFORE SUBMITTING TENDER OFFER.

- 1) Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit (MRSDMM) requires 5 vehicles at present. Tenderer may have to supply additional vehicles on the same terms and conditions and rates also.
- 2) Transporter should provide fully insulated vehicals,which should not be more than 8 years old.
- 3) Vehicles should be made available at Mahanand Dairy , Goregaon at 03.00 A.M. and after loading the vehicle it should leave dairy premises by 5.00 A.M., (or as per the instructions given by MRSDMM from time to time).
- 4) Loading & unloading of the Milk Pouch as per requirement, Tetra Milk, Milk products & Dairy's Other Material in the vehicle has to be done by transporter at his own cost.
- 5) Product for dispatch will be made available from MRSDMM Dairy at Goregaon, Mumbai.
- 6) Driver & Loader/s should be provided with identity cards. Only person with proper Identity Card (I.D) will be allowed to enter within dairy premises. All others rules, in respect discipline of MRSDMM will be binding on the transport contractors & its agents & employees.
- 7) DD / Cheque received / collected from the agents & distributors of MRSDMM have to be deposited in the office of MRSDMM on the same day.
- 8) Transporter has to keep the required FASSAI License in force during the period of this agreement.

- 9) The transport rates quoted includes toll expenses, loading unloading etc.

INSTRUCTION REGARDING FILING OF TENDER FORM

- 1) Tender form is of pages, while filling the form read the terms and conditions carefully.
- 2) Tender form is to be filled separately for technical and commercial , in two separate envelopes clearly marked as "A-Technical details" & "B-Commercial details". In envelope "A" all documents regarding your insulated vehicle, tender deposit receipt should-be enclosed. In envelope "B" only transportation rates are to be mentioned.
- 3) MRSDMM has called tenders for 5 vehicles for 5 different routes, however they reserve the right to increase / decrease the number of vehicles.
- 4) All the columns in the tender form are to be filled in properly and completely.
- 5) Rates are to be filled on the page provided with the tender form, no overwriting is allowed.
- 6) All pages should be signed and sealed by the tenderer. In case of overwriting it shall be initiated and stamped. Otherwise the tender form shall be summarily rejected. Incomplete form will be rejected.
- 7) Tender forms shall be used only by the purchaser of the tender form, otherwise it shall be rejected summarily.
- 8) Loading & unloading of the Milk Pouch, Tetra Milk, Milk products & Dairy's Other Material in the vehicle has to be done by transporter at his cost. The said transport contract includes toll expenses, loading and unloading etc.
- 9) Read all the terms and conditions carefully.

TENDER APPLICATION FOR TRANSPORTING MILK POUCH, MILK PRODUCTS & TETRA PACK.

TENDER NOTICE NO. MS/

TENDER DOCUMENT PRICE RS.11,800/- (Including GST)

RECEIPT NO -----TENDER FORM NO -----

NAME OF THE PURCHASER -----

To,

The Managing Director

Maharashtra Rajya Sahakari Dudh Mahasangh Maryadit Mumbai,

Western Express Highway, Goregaon East,

Mumbai – 400 065.

Dear Sir,

With reference to your tender notice dated ----- I/We, the undersigned am/are interested to supply the **Insulated Vehicles** for transporting Milk Pouch, Tetra Milk, Milk products & Dairy's Other Material etc.

My/Our details are as mentioned below: -

1	Name of the Applicant (in block capital letters)	
2.	Age (In case of individual)	
3.	Permanent Address (in case of individual) Registered Address (In case of company or firm) Date of Registration No. (In case of company or	

	firm)	
	Tel.No., Mobile No.	
4.	Email address	
5.	Details of the authorized person Who has authority to sign this tender and or negotiate	
6.	Type of Insulated vehicle	
7.	Year of manufacture (for each vehicle)	
8.	Registration no. (for each vehicle)	
9.	Capacity(for each vehicle)	
10.	Details of Drivers * (Name, License No. Residential address) as on the date of filling of the tender form	
11.	Salary to be paid to the driver per month	
12.	Any other information which the tenderer of his own wants to disclose.	
13.	GST Registration No.	

*Whenever there will be driver change. His details should be resubmitted prior to his deployment on vehicle as driver.

This should not be less than minimum wages.

ROUTES AND VEHICLE DETAILS .

Sr. No.	Names of Routes	Approx. distance included all route per month	Vehicle Capacity expected	Fixed Rate per route in Rs. Including GST, toll & other expenses.	Rate for Extra Km(Rate per Km.Rs.)
1	From Goregaon to -- -- 1.Colaba,	1950	3.5 M. Ton.	To be filled in the format enclosed Envelop "B"	To be filled in the format enclosed Envelop "B"
2	From Goregaon to -- Mumbai CST	1850	2.5 M. Ton.		
3	From Goregaon to-- Ghatkopar- Mankhurd	2100	2.5 M. Ton.		
4	From Goregaon to Borivali - Nalasopara/ Palghar	3100	2.5 M. Ton.		
5	From Goregaon to Thane /Kalyan	2750	2.5 M. Ton.		

Routes, Number of delivery points on each route shall be modified by the MRSDMM from time to time, if required.

I/We have gone through the terms and conditions of the tender and proposed transport agreement / contract. We are ready to execute the Agreement with

MRSDMM in case tender is awarded to me/us. We shall bear cost of stamp duty and registration charges if any. The above quoted rates shall be valid till such time the Agreement is in force.

Thanking you,
Yours faithfully,

Authorized Signatory

NAME OF THE CONTRACTOR

RUBBER STAMP

Place:

Date:

MAHARASHTRA RAJYA SAHAKARI DUDH MAHASANGH MARYADIT
TERMS & CONDITIONS OF MILK PRODUCT TRANSPORT

1. DELIVERY OF THE MILK & MILK PRODUCTS:

- (a) The transport contractor shall make an arrangement for delivery of milk & milk products in cartons/containers/bottles/crates from the Mahanand Dairy situated Goregaon, Mumbai to the selling points of Agents/Distributors/Retailers & Railway Milk Parlors. Details of locations/destinations are mentioned herein and may also be provided separately. MRSDMM whenever required will make changes in it. The delivery of the products 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, at his own cost.
- (b) Transporter should provide fully insulated vehicles, which should not be more than 8 years old.
- (c) The transporter will be responsible for loading the milk products from the Goregaon dairy and deliver it at the locations as per schedule given by the MRSDMM from time to time. The delivery of products shall be made at the shop /godown of distributor, (and not on road).
- (d) The transporter at his cost shall deploy his own employees for delivery of all stocks/ Milk Pouch, Tetra Milk, Milk products & Dairy's Other Material and receiving the acknowledgement of delivery, and submit all acknowledgements daily or next day at the Goregaon dairy.
- (e) The transporter shall also be responsible for returning damaged, undelivered returned products & will have to deposit it in dairy within time at the earliest and without further spoiling, in case of spoilage of products in transit the transporter shall be held responsible and the losses will be recovered from him, from the security deposit and or by other legal methods.

2. REPORTING TIME:

The transport contractor shall bring the vehicle as per the schedule given to him from time to time by MRSDMM for loading products at the Dairy premises & will leave the Dairy for delivery before 5 a.m. or as per schedule. He shall have to pay delay charges as provided here in.

3. COLLECTION OF CONTAINERS & CRATES:

The transport contractor shall collect the unsold products/empty crates/containers collected from the Agents/Distributors/Retailers and return it to the Dairy without any deterioration. Empty Crates should be return/submit to the Dairy Section daily or next Day. & crates receipts copy should be submit to distributor. If he failed transporter shall be held responsible and the losses will be recovered from his Monthly Transport bills, from the security deposit and or by other legal methods.

4. CONDITION OF THE TRANSPORT VEHICLE:

The transport vehicle shall be insulated and it shall be very clean and hygienic. The provision of adequate light should be made in the carriage compartment of the vehicle to facilitate checking/counting/ handling of milk products.

Vehicle should be fully insulated means all sides of vehicles should have at least two inch thermacol coating and bottom part should have wooden planks or plywood which is water proof.

In case of break-down of vehicle the transport contractor shall at his cost make an alternate arrangement by providing the alternate vehicle for transporting the milk products. In no case, the distribution of milk products to the Agents/Distributors/Retailers & Railway Milk Parlors should be delayed beyond 2 hrs. In the event of failure to do so, MRSDMM shall make arrangement at the cost of transport contractor, such cost shall be recovered from the security deposit and or by other legal modes. Delay Charges Shall be at the @ Rs.200/- per delayed hour. This shall be without prejudice to other remedies provided here in or under relevant acts.

5. TRANSIT LOSSES:

The transport contractor shall check packing of the milk products before its acceptance for delivery. The cartons, containers, crates, bottles of milk products broken/damaged or lost during the transit will be the responsibility of the transport contractor and the full cost of the damages, if any will be recovered from the transport contractor in cash or from his bills, and or from the security deposit and or by any other legal modes.

6. EARNEST MONEY DEPOSIT (EMD) / SECURITY DEPOSIT:

The E.M.D. shall be forfeited if the successful tenderer fails to accept the contract. Without prejudice to the said action, MRSDMM shall be at liberty to initiate any other appropriate action against the tenderer for breach of contract. The E.M.D. of the unsuccessful tenderer shall be refunded within one month from the date of finalization of the tenders. EMD shall not carry any interest.

The transport contractor shall deposit the security deposit of Rs. 3,50,000/- by demand draft on signing of the contract. The payment of security deposit shall be the condition precedent for operating the route for distribution of milk products. The deposit so paid shall not bear any interest. The amount of security deposit will be refunded to the transport contractor only after successful completion of the agreement / contract by the transport contractor and only after settling accounts pertaining to the transaction arising out of the agreement, MRSDMM shall be at liberty to deduct from the security deposit all amounts which might have become due and payable by the transport contractor to the MRSDMM, as provided under the terms and conditions of the agreement.

7. DETAILS OF VEHICLES AND ITS UPDATION.

Details of vehicles and its drivers are mentioned in the tender form, as and when there will be any change in it, the transport contractor shall immediately inform it in writing to MRSDMM.

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.

8. FAILURE TO LIFT THE MILK & MILK PRODUCTS:

In case the transport contractor fails, neglects or avoids to lift the quantity of milk & milk products as per the schedule given to him, the MRSDMM will be at liberty to impose inconvenience charges of Rs. 3000/- per day/per vehicle.

In addition, to this the cost incurred for deploying alternative vehicle, shall be recovered from the Transporter, either from security deposit or by other legal modes.

In case, if the transporter deploys non-insulated vehicle without any permission, then the transporter will be liable for quansiquential damages or losses to products and MRSDMM shall recover it from the contractor, which shall be in addition to other legal rights and remedies under law and the Agreement.

9. NON – TRANSFERABILITY:

The transport contractor shall not sublet, transfer or assign to any third party. However with prior written permission of MRSDMM the agreement may be assigned to legal heirs of transport contractor.

10. TENURE OF AGREEMENT :-

Unless there is a breach of terms & conditions of this agreement or the performance of the Transport contractor is un-satisfactory or the Agreement is not terminated for whatsoever reason, this Agreement shall be for a period of 2 year from the date of this Agreement.

11. OBSERVANCE OF RULES, REGULATIONS & CIRCULARS ETC.

The Rules and Regulations framed by the Mahasangh and the instructions, circulars and notifications etc. issued by the Mahasangh from time to time as to the working, and discipline shall be binding on the transport contractor .

12. STACKING OF CARTONS, CONTAINERS & CRATES:

The transport contractor shall not stack the crates more than 10 crates per stack and 5 cartons per stack in the vehicle. The carriage should have removable arrangement to load two storage loading products. (Removable second floor partition for two storage).

13. PAYMENT OF TRANSPORTATION CHARGES ETC:-

The transport contractor shall raise the bills for duration of every completed period of one English calendar months and the bill raised for the will be checked & processed for payment after taking into

consideration the losses, shortages, damages etc. occurred during the transportation of Milk & Milk product, compliance, and the statutory requirements such as PF& ESIS contributions in respect of his performance of this agreement.

- (a) MRSDMM shall deduct T.D.S & other statutory deductions from the bills as per the relevant laws.
- (b) The transport contractor should have Provident Fund Account in respect of his Employees and shall produce the PF Account No. to MRSDMM and shall follow relevant rules.
- (c) The transport contractor should have ESIS Account Number in respect of his employees.
- (d) For any liability in respect of INCOME TAX, PF, ESIS arising out of the contract shall be the sole responsibility of transport contractor even after expiry of contract.
- (e) In the event of failure of the transport contractor to follow the above mentioned Acts, as result MRSDMM has to pay any moneys to any statutory body, such money shall be recovered from the security deposit or from the bills payable.
- (f) Transport contract should have GST Registration No.

14. STATUTORY INCREASE/DECREASE IN FUEL CHARGES.

That consideration / transport charges agreed herein shall not be modified for on account of increase of Disel/Petrol/Gas prices or increase in other cost such as maintenance cost, spare parts. There may be revision of transport charges , only in event of change in 'taxes'.

15. DISCIPLINE:

The transport contractor and/or his employees or/any of his authorized representative shall follow proper discipline in the Dairy premises and while dealing with the Distributors/Retailers/Franchise/ of MRSDMM and Co-operate with the staff. The transport contractor or his employees /agents shall not enter into the prohibited area or the laboratory of the

Dairy without the permission in writing from Mahasangh/Dairy and shall be responsible for any loss, damage, brokerage, theft or pilferage of milk, milk products and property that is caused by them to the Mahasangh/Dairy. The transport contractor shall be liable to pay to the Mahasangh/Dairy the amount of loss or damage or shortages caused to the milk products, or MRSDMM property. The transport contractor shall not appoint any other person(s) as his representative for the dealings with the Mahasangh/Dairy without obtaining the specific permission of the Mahasangh/Dairy in writing.

16. TERMINATION OF CONTRACT:

The Mahasangh is entitled to discontinue the transport contract and/or terminate the agreement and forfeit the security deposit without any notice to the transport contractor on any of the following grounds:

- (a) After delivery of the milk & milk products to transport contractor if the composition, quality or quantity of milk products is found to be adulterated, altered or reformatted from what is supplied by the Mahasangh/Dairy for the delivery.
- (b) If the transport contractor fails to pay the delay charges or compensate losses/damages as provided here in.
- (c) 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 authorized employee or representative with the staff of Mahasangh/Dairy.
- (d) 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 deeds to lower down the image 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 indiscipline manner or causes any harm to the funds and property of the Mahasangh/Dairy.

- (e) If the transport contractor fails to arrange the alternate vehicle to deliver the milk products as per the delivery instructions and/or as per the scheduled time given to him.
- (f) This Agreement may at any time during the duration of this agreement can be terminated by giving one month's notice in writing by the Mahasangh or the transport contractor to other party .On such termination all accounts between the parties shall be settled within 3 months from the date of termination.
- (g) MRSDMM shall be at liberty to recover all losses damages and expenses caused due to commission or omissions of terms and conditions provided herein by the transport contractor. This shall be in additional to the rights of MRSDMM to initiate appropriate legal proceedings.

It shall be the sole responsibility of the contractor to pay all statutory taxes which it is liable to pay.

16-A

Force Majeure. Except with respect to payment obligations under this Agreement, no party shall be liable for, nor shall such party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such party with reasonable care (each, a "Force Majeure Event"). Within 5 days of the occurrence of a Force Majeure Event, the affected party shall notify the other party of the occurrence by sending either (i) an e-mail message, or (ii) a fax message, to the other party. In addition, the affected party shall provide to the other party within seven (7) days of determining the cause of the Force Majeure Event a written explanation concerning the circumstances that caused the Force Majeure Event. The time for performance required of the affected party shall be extended by the period of

such delay provided the party is exercising diligent efforts to overcome the cause of such delay.

17. DISPUTES:

Any disputes arising out of, related with this Agreement shall be subject to the exclusive jurisdiction of courts in Mumbai.

18. STAMP DUTY AND REGISTRATION CHARGES:

The stamp duty and Registration charges if any, in respect of the Agreement/ Award of Contract shall be borne by the Transport Contractor.

The above terms and conditions are acceptable to me./us. I/We shall enter in to an Agreement (if the contract is awarded to us/me) which shall be based on the terms and condition mentioned above and the Tender Documents.

**I/we have authorized Mr./Mrs.-----
--- to submit this Tender Offer, who has signed below.**

Signature of the authorized person

Name:

Seal

Date:

Place:

"TECHNICAL BID"
DETAILS OF INSULATED VEHICLE AND OTHER TECHNICAL DETAILS
ALONG WITH TRUE COPIES OF THE RELEVANT DOCUMENTS.

Sr. No.	Details of Vehicle	Information of Insulated Vehicle				
	Requirement of Vehicles	<u>1 Vehicle</u> <u>3.5</u> <u>M.Ton</u>	<u>4 Vehicles</u> 2.5 M.Ton			
1	Type of Vehicle					
2	Vehicle Nos.					
3	Owner name					
4	Fuel Diesel/CNG					
5	Mfg. Month & Year					
6	Registration No.					
7	Capacity of the offered vehicle					
8	R.C.Book					
9	Permit No & Validity Is any criminal case pending against the tenderer or he is held guilty earlier					

N.B. The Destination of Routes, Number of delivery points on each route and the restructuring of route shall be decided by the Dairy from time to time as per its convenience.

Enclosed:

1. E.M.D.Receipt No. _____ Date _____
Rs.1,00,000/- (Rupees One lacs only).
Tender Final, Security deposit. Rs.3,50,000/- (Rupees Three lacs fifty thousand only) Refundable.
2. P.F.No. _____ Registration Certificate Copy.
3. ESIS No. _____ Registration Certificate Copy.
4. FSSAI LICENCE No _____ Registration Certificate Copy.
5. GST Regd.No. : -
6. R.C. Book (Photo copy) to be attach.

I/We have gone through the terms and conditions mentioned herein above. The above information is true and correct, if found to be incorrect our tender offer shall be liable to rejected summarily. The above quoted rates.(All inclusive taxes & Tolls.) will be valid for 2 years from date of agreement.
Thanking you,

Yours faithfully,

AUTHORIZED SIGNATORY

(NAME OF THE TENDERER)

RUBBER STAMP/SEAL

"COMMERCIAL BID "

INSULATED VEHICLE RATES OFFERED BY ME / US

We offer our rates as under for the routes mentioned below. All rates offered are inclusive of all GST,taxes & Tolls.

Sr. No.	Route details	Vehicle Capacity	Rate for driven vehicle for the given route. Including GST, toll & other expenses. Rupees.	Rate for extra km. <u>Rs./km.</u>
1				
2				
3				
4				
5				

I/We have gone through the terms and conditions mentioned herein above. The above information is true and correct. The above quoted rates are inclusive of taxes & Tolls and are subject to the terms and conditions mentioned herein above.

Yours faithfully,

Authorized Signatory
(NAME OF THE CONTRACTOR)

RUBBER STAMP