

MOHAN MEAKIN LTD., MOHAN NAGAR
GHAZIABAD (U.P.)

TRANSPORT TENDER
FORM NO. _____

TENDER FORM

INSTRUCTIONS TO TENDERERS

1. Quotation must be enclosed in a sealed envelopes.
2. The tender should be addressed to the Mohan Meakin Ltd. The quotations must be super scribed “QUOTATIONS FOR TRANSPORT – 2021-2022.
3. The quotations must reach by 05.05.2021 in the office of Transportation Centre, Mohan Meakin Ltd., Mohan Nagar, Ghaziabad (U.P.).
4. The tenderers must get themselves fully acquainted with the location of Mohan Meakin Ltd. Factory Vis-à-vis loading/unloading and various destinations (towns) points and other conditions before submission of tender and rates quoted by them for transportation and loading/unloading in truck shall be deemed to have been done after such acquaintance.
5. No volume of work can be guaranteed.
6. The Company will have the right to reject all or any of the quotations without assigning any reason for the same.
7. All the columns of the quotations form need be duly, properly and completely, filled the signature on quotations shall be deemed to be of Authorise signatory. The words “No Quotations” should be written across any or all the Stations given in the Schedule for which the tenderer does not wish to quote.
8. In the event of the tender being accepted, the quotations will be converted into and shall be deemed to be an agreement between the successful tenderer and Mohan Meakin Ltd. and the conditions mentioned in the subsequent pages will govern the agreement.
9. In case the tender is by a partnership firm/company, attested copies of partnership deed, power of attorney, memorandum & articles of Association, as the case may be will be required to be submitted by the successful tenderer to the Company within seven days of the acceptance of the tender.
10. Each tender must be accompanied by an Earnest Money of Rs. 30,000/- (Rupees Thirty Thousand only) in the form of demand draft or by RTGS issued by any scheduled bank in favour of M/s Mohan Meakin Ltd.

11. The successful tenderer shall be required to furnish within a week of the acceptance of this tender, a Security Deposit by way of Demand Draft for Rs. 5,00,000/- (Rupees Five Lacs only). This deposit will not bear any interest.
12. The earnest money of Rs. 30,000/- received with the tenders will be returned to all the un-successful tenderers within a week after the final decision has been taken on tenders and to the successful tender/tenderers after he/they has/have furnished the security deposit as mentioned in Para 11 above. No interest shall be payable on the amount of earnest money.
13. The tender form shall be filled in by the Tenderer neatly and accurately. Any alteration, errors or overwriting will render the tender invalid. Alterations neatly carried out duly attested over the full signatures of the tenderer, however will be acceptable.
14. Tenders not accompanied by all the Schedules/annexure intact and duly filled in and not signed, may be ignored.

GENERAL CONDITIONS

- I.
 - a) The term “Contract” shall mean and include the invitation to enter, incorporation also the instructions to tenderers, the tenders, its Annexure and schedules, acceptance of tender and such general and special conditions as may be added to it.
 - b) The term “Company” wherever occurred shall mean MOHAN MEAKIN LTD. – a Company incorporated under the Companies Act, 1956.
 - c) The term “Contract Rate” shall mean the rates of payment accepted by the MANAGEMENT of Mohan Meakin Ltd. for and on behalf of MOHAN MEAKIN LTD. as mentioned in the Schedule of rates annexed thereto with the quotation.
 - d) The term “Godown” shall mean the place or godown of the consignee or the customer where the goods are stored/to be stored.
 - e) The term “Truck” wherever mentioned shall mean mechanically driven vehicle such as lorry etc. capable to carry loads upto and over 2 MT, 4 MT & 5 MT, 7.5 MT, 9 MT and 15 MT with proper registration with RC, Insurance of Vehicles, Fitness Certificate and Pollution Certificate from Transport Authorities and Driver must carry valid driving licence preferably fitted with G.P.S. system. If not fitted with GPS system the company will provide GPS which is returnable. If it is not returned within 15 days the amount of Rs. 10,000/- will be deducted from the transporter bills.

- f) Any loss/liability suffered by company because of any accident/damage to the consignment before reaching its destination, shall be debited to the transporter and any such amount received by company from insurance company in this regard shall be credited to transporter as and when received by the company from insurance company.
- g) The rates quoted will be deemed to be valid for 2 MT, 4 MT & 5 MT, 7.5 MT, 9 MT and 15 MT load and upto 05.05.2022.

PERIOD OF CONTRACT

II. The contract shall remain in force from 15.05.2021 to 14.05.2022.

Or for any such period as may be mutually agreed upon between the parties.

SUMMARY TERMINATION OF THE CONTRACT

- III.
 - a) In the event the contractor fails to observe any of the provisions governing the Contract, the company shall be at liberty to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the contractor and to recover any resultant loss sustained by the Company from the Contractor.
 - b) In the case of non-performance of this contract the MANAGEMENT shall have power to annul, rescind or cancel the contract and upon notifying in writing to the contractor that the company has so done, this contract shall stand nullified.
 - c) The contractor shall be responsible to supply the trucks for loading, unloading and carrying out any other service under the contract preferably fitted with G.P.S. in accordance with the instructions issued by the Management or any other officer acting in his behalf. If the contractor fails to supply requisite number of trucks to perform the work under this contract, the Management or any officer acting in his behalf shall at his discretion & without terminating the contract, be at liberty to engage other trucks at the risk and cost of the contractor who shall be liable to make good to the Company all additional charges expenses, costs or losses that the Company may incur or suffer thereby. The Contractor will not, however, be entitled to any gain resulting from entrusting of the work to another party. The decision of the Management shall be final and binding on the contractor.
- IV. The contractor shall make available from time to time such number of Truck(s) fitted with G.P.S. as may be required upon due notice of at least 12 hours at the rates set forth in the schedule of rates appended hereto

- V. The trucks preferably fitted with G.P.S. to be made available under this contract shall be:
- A) Fit and approved for carrying the goods to desired destinations.
 - B) Hold valid registration number, tax token, road permit and fitness certificate.
 - C) Be fully insured.
 - D) Carry necessary tools, accessories and spare stepney.
 - E) It shall be driven by competent person having valid driving licence to drive vehicles and having reasonable knowledge of highways and roads and experience in dealing with way sign problems.
- VI. Unless otherwise specifically agreed upon, no transshipment of goods will be permitted.
- VII. The contractor shall furnish list of branch offices and godown facility available along with the Tender Form as well as Mobile Number and the person to be contacted at various places to perform the work under this contract on his behalf.
- VIII. All rates are to be based on delivery to the consignee godown at the destination as asked for while requisitioning the trucks.
- IX. The freight normally be paid by the Company against the bills to be submitted by the contractor fortnightly unless otherwise stipulated by the Company while dispatching goods to other parties after deduction of Insurance Premium paid by the company for the goods dispatched.
- X. The contractor shall carry out the directions given by the concerned Department of the Company and shall in all cases be responsible for the safe custody and safe delivery of the goods to the Company's Godown and shall obtain from the consignee the receipt of the goods in proof of delivery thereof. In the absence of the clear receipt of the delivery of goods, the contractor shall be held responsible for all damages or loss caused by breakage or otherwise which may occur to be goods while in transit and until they have been delivered to the consignee at the godown situated at the destination as declared in the Company's Challan to be handed over at the time of truck(s) leaving the Company, no payment shall be made to the contractor in case of damages to goods and losses if any shall be recovered from the contractor by adjusting the same against the security amount and if the amount falls short, the same shall be made good by the contractor.

However permissible transit breakage will be allowed to the transporter in IMFL/BEER consignments.

	2 MT	4 MT	5 MT	7.5 MT	9 MT	15 MT
IMFL	4 bottles	6 bottles	8 bottles	10 bottles	18 bottles	20 bottles
BEER	6 bottles	10 bottles	15 bottles	20 bottles	27 bottles	35 bottles

- XI. A. The contractor shall in respect of each consignment submit duplicate copy of G.R. to the Sales Department indicating therein the freight to pay if any.
- B. The contractor shall not in any case charge from the consignee the amount other than the agreed 'Contract Rate' of freight (To Pay) under this agreement and shall mention the same in the respective G.R.
- C. It is specifically understood that the variation of this provision shall render the contract liable to termination without notice at the option of the Management of the Company and the extra freight paid by the consignee, if any, shall be recovered from the Contractor.
- XII. After the delivery of goods to the consignee, the contractor shall send the duplicate copy of the GR duly indicating therein the quantities of the goods received by the consignee, and the freight shall be paid to the contractor on the basis of such receipted copies of the challans/GRs by the Company after deduction excess breakage and insurance premium paid on behalf of the contractor.
- XIII. Conditions as to time of delivery of goods is the essence of this contract and it is expected that the goods shall be delivered to the consignee within the specified time.
- XIV. The system of payment shall be as follows:-
- A) Bills in triplicate shall be submitted by the Contractor duly supported by receipted challans.
- B) Payment shall ordinarily be made within one month of the receipt of the bills by the Company. All payments shall be subject to the deduction of any amount to which the contractor may be or render himself liable under the terms of this contract or under any law in force.
- XV. The Contractor shall not sublet or assign this contract to any other party without the consent of the Management. In the event of the sub-letting or assigning this contract without permission, he shall be considered as having thereby committed breach of this contract.

- XVI. If the contractor is required to perform any service in addition to those specifically provided in the contract and the annexed schedule, the contractor's remuneration for the same will be paid at the rates as may be negotiated and fixed by mutual consent. Failing such an agreement, the matter shall be referred to the Director Finance, Mohan Meakin Ltd. whose decision shall be binding on both the parties.
- XVII. The question as to whether a particular service is not covered by any of the services specifically described and provided for in the contract or is not auxiliary or incidental to any of such services shall be decided by the Management whose decision shall be final and binding on the contract.
- XVIII. The Contractor shall have the right to represent in writing to the Managing Director of the Company that a particular service which he is being called upon to perform, is not covered by any of the service specifically provided for in the contract or as the case may be is not auxiliary or incidental to such services.
- XIX. In the event of any dispute arising out of or in any way touching or concerning this contract except as to any matters, the decision of which is specifically provided for in this contract, the same shall be referred to the sole independent Arbitrator, appointed by the company as per Arbitration & Conciliation Act. The Seat of the Arbitrator shall be at Mohan Nagar & the courts at Ghaziabad only shall have the exclusive Jurisdiction.

SCHEDULE OF RATES ATTACHED TO THE QUOTATION OF STATION FOR WHICH RATES HAVE BEEN QUOTED

Tender Form No.

**Signature
(Trpt. Officer)**

Sr. No	States	Station	RATES					Transit Period
			2.0 MT	4 MT	5 MT	7.5MT	9 MT	
1	Uttar Pradesh (Mohan Nagar) Ghaziabad	Agra						
2		Aligarh						
3		Allahabad						
4		Amethi						
5		Amroha						
6		Ambedkar Nagar						
7		Auraiya						
8		Azamgarh						
9		Badaun						
10		Baghpat						
11		Behraich						
12		Ballia						
13		Balrampur						
14		Banda						
15		Barabanki						
16		Bareilly						
17		Basti						
18		Bhadhoi/S.R. Nagar						
19		Bijnore						
20		Bulandshahar						
21		Chandaluli						
22		Chitrakoot						
23		Deoria						
24		Dhampur						
25		Etah						
26		Etawah						
27		Faizabad						
28		Farukhabad						
29		Fatehpur						
30		Firozabad						
31		Ghaziabad						
32		Ghazipur						
33		Gonda						
34		Gorakhpur						
35		Hamirpur						
36		Hapur						
37		Hardoi						
38		Hathras						
39		Orai						
40		Jalaun						
41		Jaunpur						
42		Jhansi						
43		Kannoj						
44		Kanpur						

45	Kanpur (Dehat)								
46	Kasganj								
47	Kaushambi								
48	Sant Kabir Nagar								
49	Kushinagar								
50	Lakhimpur Khehri								
51	Lalitpur								
52	Lucknow								
53	Meharajgunj								
54	Mahoba								
55	Mainpuri								
56	Mathura								
57	Mau								
58	Meerut								
59	Mirzapur								
60	Moradabad								
61	Muzzafar Nagar								
62	Modi Nagar								
63	Murad Nagar								
64	Noida								
65	Pilibhit								
66	Pratapgarh								
67	Raibareilly								
68	Rampur								
69	Sahajanpur								
70	Saharanpur								
71	Sambhal								
72	Shamli								
73	Siddharthnagar								
74	Sitapur								
75	Sonbhadra								
76	Sarawasti								
77	Robartganj								
78	Sultanpur								
79	Unnao								
80	Varanasi								
81	Tundla								

Sr. No	States	Station	RATES				Transit Period
			7.5MT	9 MT	15 MT	18 MT	
1	Meghalaya	Shilong					
2	Jharkhand	Ramgharh (CSD)					
		Dhanbad					
3	H.P.	Solan					
4	Maharashtra	Khapoli					
5	M.P.	Jabalpur(CSD)					
		Gwalior					
6	Delhi	Delhi (Kirti Nagar)					
		Delhi (CSD)					
7	Haryana	Ambala					
		Hisar					
		Sonipat					
9	Punjab	Derabassi(Mohan Gram)					
10	Tamilnadu	Chennai					
11	Assam	Khatkhti					
12	Wsst Bengai	Dhankuni					
		Hoogly					
13	Uttrakhand	Dehradun (CSD)					
		Uttarkashi					
		Seemadwar					
		Mahidanda					
		Chamoli					
		Mirthi					
		Joshimath					
		Goucher					
		Jajjerdewal					
14	Gujrat	Ahmedabad (CSD)					
		Gandinagar					
15	Rajasthan	Jaipur					
		Bikaner					