

General Terms and Conditions

1. The tender documents may be collected by paying Rs. 500/- (Rupee Five Hundred only) in cash towards the cost of tender documents from the account department of DMD, Manesar .(Haryana)
2. Earnest Money Deposit “ (EMD) The Party should submit the Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand only) by Demand Draft of any Nationalized Bank in favour of “**The Mehsana Dist. Co-operative Milk Producers’ Union Ltd**” payable at Manesar, Gurgaon(Haryana)
3. The Earnest Money Deposit (EMD) deposit will be converted into security deposit in case of the successful bidder.
4. **Security Deposit**:-Security deposit shall be refunded to the contractor only after satisfactory completion of the contract. No interest will be paid either on EMD or security deposit. `
5. The selected party /bidder has to deposit an amount of Rs.200000/- (Rupee TWO Lakh only) toward security deposit of the contract before start lifting of scrap or within 07 days from the date of award of the contract. In case work order value comes very low then the amount of security deposit will be negotiable but it will be not less than losses or damages if any , to the Union in case of non-lifting of scrap timely as per our verbal or written instructions or any other non-compliance of the General Terms and Conditions of the contract.
6. The contract is liable for cancellation by forfeiting the security deposit, as per discretion of our management, if the contractor is found to be involving in unethical practice like mixing of the different scrap items without permission of the concern authorised person, or if contractor is involved in any kind of theft or doing any malpractice which is against the rules and regulation of the organization.
7. Tender documents without Earnest Money Deposit (EMD) shall be rejected.
8. The party should quote basic rates excluding applicable taxes for all the items. The GST, and other tax applicable if any, will be charged extra as per prevailing rates, rules & regulations.
9. In case failure of the selected party/contractor, if situation is compelled us to sell scrap to any party at lower rate the difference in selling amount will be recovered from the contractor or the amount will be adjusted from the amount of security deposit of the contractor
10. The selected tenderer/bidder shall have to lift the material sr.no-1&2 on a **Daily Basis** as pre/verbal/Telephonic/SMS/written instruction-mail of the authorised person, I/C of the store Dudhmansagar dairy, Manesar. The communication of store I/C is final and binding to the contractor in this regards.

11. The Mehsana district co-operative Milk Producers' Union Limited, Manesar reserve the right to extend or reduce the period of the contract or to cancel the contract without assigning any reason thereof.
12. **Payment:** - The selected tenderer/bidder has to deposit the bill amount by way of Demand Draft, NEFT/RTGS before lifting of the scrap material from dairy premises.
13. No any discount will be paid for the wet material. The material is to be lifted **“AS IS WHERE BASIS IS’ no any complaint will be entertained in this regards.**
14. The weighment of the scrap items will be done on the weighing bridge of the dairy and this will be considered as final weigh for the purpose of billing and payment.
15. In case any of your employee/representative try to initiate any unfair business practice with our employee/s or any other decision making person/s of the Union or with security personnel, with or without documentary evidence of as proof, the same/such action shall be considered as a breach of the contract and we reserve the right to terminate or suspend the contract at any time during the period of currency of the contract without assigning any reason thereof. In such case the security deposit will be fully forfeited.
16. The contractor shall pay minimum pay minimum wage to that personnel being engage for the job as per the statutory requirement the contractor shall also be responsible for payment to all the statutory authorities and or fulfil administrative requirement pertaining to their personnel and any other liability which may arise in respect of aforesaid personnel due to any industrial legislation e.g. P.F. Act, Payment of Gratuity Act, Factory Act, Minimum wage Act, Workmen Compensation Act, Contract Labour Regulation and abolition Act, and all the other applicable Acts and rules mentioned therein .
17. The Mehsana DCMPU Ltd. shall have the right to demand required original record & or photocopies of such records either for inspection and /or for retention for any duration in connection with or concerning (1) the work awarded by the Mehsana DCMPU Ltd. (2) The person engaged by the contractor for the said work (3) payment made /to be made for PF contribution, ESI, Gratuity etc. The contractor shall make available forthwith all documents so demanded by us.
18. The contractor should lift the scrap material as per instruction from the stores department .the stores department will inform to the contractor on E-Mail, telephone and will send a letter to the contractor mentioning the final date for lifting the scrap material and accordingly the contractor will have to lift scrap material. if the contractor fail to lift the scrap material , the authorised representative of the dairy will issue the reminder notice for lifting the material within 03 days from the date of the notice. If the contractor fails to lift the material even after stipulated time then a first penalty of Rs 2000/-(Rupees two thousand only) will be imposed on the contractor .If in case the contractor fails to lift the material even after initial penalty and follow up then the penalty will be increased by Rs 500/-(Rupees Five Hundred only) i.e. a penalty of Rs 2500/-(Rupees two thousand five hundred only) will be imposed. Again if the contractor fails to lift the scrap then the security deposit of the contractor will be forfeited and the contract will be terminated. In such cases the contractor /party will be black listed for a period as may be decided by the management.

19. We are in the process of production of Milk and Milk products therefore it is highly prohibited to smoke or chew tobacco or Gutka in dairy premises. If any of your representative found doing the same in the premises. Then penalty will be charged as per rules and regulation of the organisation.
20. The scrap material will be issued to the party at approved rate only if stock is available in sufficient quantity. The party does not raise any claim on Union in case of non-availability of the scrap material.
21. **Scope of work:-**The collection, loading & transportation of the scrap material is in the scope of the contractor and the contractor has to arrange adequate no. Of instrument/equipments/vehicles etc. Either owned or hired by them. The contractor has to remain present themselves or their authorised representative before our security guards at security gate while entering in the dairy premises.
22. The contractor has to sweep & cleans the scrap yard area after lifting of the scrap from the Dairy premises.
23. Contract for scrap items can be given to more than one party depending upon the rates. This means the contract for the different items can also be given to different parties.
24. The Mehsana Dist. Co-operative Milk Producers' Union Ltd'' Manesar, at its sole discretion and without assigning any reason thereof, reserve the right to accept /reject the whole or part of any or all bids received.
25. The offer should be valid for the period of 7 days from the date of E- tender.
26. In case of any dispute arising out of this work order the court of jurisdiction shall be at Mehsana, Gujarat only.
27. The bidder shall also submit the list of present clients as reference. if required.
28. The tender documents are not transferable.
29. We are in food industries based plant and frequent audit is being carried, so we need to maintain hygiene condition in dairy premises hence, we need your immediate cooperation to lift the scrap on urgent basis. Under such circumstances, contractor needs to accept the same. If you are unable to lift the scrap then we will sell the same on urgent basis at available rate. In that case a debit note will be raised toward difference in amount on contractor.
30. The bidder has to sign each and every page of the rate schedule, declaration from and General Terms and Conditions and send the same as mentioned herein above.
31. Pollution certificate is mandatory for all items & clearly mentioned on consent order Reprocessing/recycling of waste plastic PVC/LDPE/PETE/PET with washing activity & issued by **DPCC/HSPCB/UPPCBRO/CPCB DELHI**.
32. The contract can be extended for a further period of one year on mutual understanding from both the party i.e. Union and contractor/s.
33. In case of scrap Dahi Cup, Scrap Plastic Matka, Scrap SMP Bags (Puncture & deface it before lifting) scrap dry & moisture milk film, All type milk Chhash Dahi pouches

& rolls puncture before lifting & shredded the same at customer end & time to time customer disposal activity execution ensure by our side if found any negative feedback at the time of observation contractor will be forfeited & the contract will be terminated.

34. The estimate quantity of scrap is indicated in Annexure-IV. With new items.
35. During the execution if any damage occurs to the property of unit party will be liable to good or to bear the cost to make the same good.
36. If the party performance not found satisfactory at any time, the order will be terminated by giving seven days notice period and will be diverted to some other party/parties and the party whose order is diverted shall have no right to claim.
37. **Contract Period**:-one year from 10th August 2019 to 31st March 2020.
38. The contractor has to lift the above scrap material from our Plants. Dudhmansagar Dairy, Plot No: 26-D, Sector No-3, I.M.T, Manesar, Gurgaon, Haryana.(122050).
39. **Query**: - in case of any query, the contractor should address the same to the In-charge, store dept. cont. no. (01244-631600 & 677) or 08527163399 on any working days on office hours.

ACCEPTANCE

I/WE have gone through the General Terms and Conditions of the contract and it is acceptable and I/we abide with same unconditionally.

Place:-.....

Date:-.....

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Signature of the bidder with rubber stamp