

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	08-07-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-07-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Fisheries Animal Husbandry Dairying
विभाग का नाम/Department Name	Department Of Animal Husbandry And Dairying
संगठन का नाम/Organisation Name	Delhi Milk Scheme
कार्यालय का नाम/Office Name	Delhi Milk Scheme, West Patel Nagar, New Delhi
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	singhpankajsm.1@dms.nic.in
वस्तु श्रेणी /Item Category	Goods Transport Service - Per Trip based Service - Packed Milk; Refrigerated Truck; 14 FT Truck
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	14 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	4 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	4800000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	100000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

General Manager

Delhi Milk Scheme, West Patel Nagar, New Delhi, Department of Animal Husbandry and Dairying, Delhi Milk Scheme, Ministry of Fisheries Animal Husbandry Dairying (General Manager, Delhi Milk Scheme)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of

certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

5. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Geographic Presence in XX States:Delhi

For Valuable goods requiring high security, provide following details: 1. Scope of service 2. Service provider responsibility 3. Buyer responsibility 4. Size of the goods 4. Weight of the goods:[1781681291.pdf](#)

Scope of Work:[1781681361.pdf](#)

Goods Transport Service - Per Trip Based Service - Packed Milk; Refrigerated Truck; 14 FT Truck (1460)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Nature of Goods	Packed Milk

विवरण/ Specification	मूल्य/ Values
Type of Truck	Refrigerated Truck
Size / Weight of vehicle	14 FT Truck
Area of Operation	Plains
एडऑन /Addon(s)	
Loading	Yes
Unloading	Yes
Tracking System (GPS)	Yes
Transit Insurance	NA
अतिरिक्त विवरण /Additional Details	
Start Location Zipcode	110008
Drop Location Zipcode	110001

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of trips(Pickup and drop to specified location)	अतिरिक्त आवश्यकता /Additional Requirement
1	Pankaj Kumar	110008,Delhi Milk Scheme, West Patel Nagar, New Delhi	1460	<ul style="list-style-type: none"> • Approx Loading Weight In MT/KL for the entire contract period. : 4 • Approx Unloading Weight In MT/KL for the entire contract period. : 5840 • Approx. KM for Tracking for the entire contract period. : 116800

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity

or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

General Manager, Delhi Milk Scheme
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

3. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

General Manager, Delhi Milk Scheme
payable at
New Delhi

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

General Manager, Delhi Milk Scheme
. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

General Manager, Delhi Milk Scheme
payable at
New Delhi

. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

General Manager, Delhi Milk Scheme
payable at
New Delhi

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Buyer Added ATC

1. **Description of Job:-** Outsourcing of two numbers of CNG Model Light Commercial Refrigerated vehicle/ tempo having Refrigerated body with carrying capacity of 300 crates for supply of Milk and Milk Products from DMS to ADMS/Institutions, Parliament House, Parliament Annexes and other Govt All Day Milk Stalls (ADMS) at various locations (so called Parliament Routes i.e. PV-I & PV-II). However DMS may load lesser number of crates than the carrying capacity or may also load 10% excess quantity of carrying capacity as per field level requirements on awarded rate, terms and condition. Vehicles should be registered in the year 2022 or later in Delhi. The transportation route shall cover upto 80 KMs per day. Bidders may offer their rate on per day/per trip basis only.

Note: Cash collection for above supply of Milk & Milk Product shall be arranged/done by DMS.

2. Nos. of Vehicles Requirement and days of their deployment :

(i) Two (02) Refrigerated vehicles /tempo as mentioned at para 1 (i.e. Description of Job) is required with driver & 01 labour (i.e. Transporter has to provide vehicle with driver and 01 labour for loading/unloading).

(ii) The first vehicle shall be required for all days of a week i.e. 07 days including Gazetted Holidays.

(iii) The second vehicle is required for five days from Monday to Friday except Gazetted Holiday/s but this vehicle will be required beyond five days in case a remarkable/good quantity of casual/special milk /milk products supply demand is placed by any one of the ADMS/Institution in any unavoidable situation/circumstances. The second vehicle may also be utilized for transportation of other materials of DMS dairy from DMS to various ADMS/Institutions situated within Delhi.

(iv) Both the Refrigerated vehicles /tempo shall be utilized maximum upto 80 KMs only in a single day and bidders are accordingly required to offer their rate on per day/ per trip basis only.

3. **EMD to be deposited with Tender** : Bidders are required to upload scanned copy of Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rs. One lakh only) along with bid. Bidders are required to ensure the delivery of hard copy (original) of EMD in the form of Demand Draft / Banker Cheque / FDR drawn in favour of 'General Manager, Delhi Milk Scheme' within 5 days of Bid End date/ Bid Opening date.

Upon the successful bidder furnishing the signed agreement and performance security, each unsuccessful bidder will be promptly notified, and their bid security shall be returned without interest within 30 (thirty) days of notice of award of contract.

4. **Exemption of EMD:** Bidders /Buyers are required to deposit the EMD along with tender offer. The offer / tender without EMD shall not be accepted. The bidder seeking EMD exemption, must submit the valid supporting document. Under MSE category, only manufacturers for goods and Service Providers for Services are

e eligible for exemption from EMD. Traders are excluded from the purview of this Policy. Therefore only manufacturers of Goods shall be considered for exemption under MSE category.

Further, Startups as recognized by Department of Promotion of Industry Internal Trade (DPIIT) are also exempted from depositing EMD and experience certificate. Proof of registration as Micro and Small Enterprises and startups may be enclosed.

5. **Liquidated Damages (LD) Charges:** GM, DMS reserves the right to impose LD Charges while granting an extension of the delivery period, where the delivery of stores or any instalment thereof is accepted after the expiry of the original delivery period. Accordingly, a sum equivalent to 0.5 (half) per cent of the delivered price (including elements of GST, freight etc.) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the total contract value may be imposed by GM, DMS. However, GM, DMS may waive off the LD Charges while granting extension of original delivery period on genuine grounds and unforeseen delays. The decision of GM, DMS shall be final and binding in the above matter.

6. **Eligibility Criteria and Documents required with Tender:** The tenderer/ bidder may submit the photocopy of following documents to ascertain the eligibility. Original may be produced for verification on demand:

(a) **Experience:** Bidder/Firm should have two years experience of transportation or distribution of Milk & Milk Products in any dairy firm.

(b) **Financial Turnover:** Turnover of the party for carrying out the above job must have the average annual financial turnover of three years as specified in the GeM bid.

7. **Two Bid System:-** Above GeM tender is invited on two bid system basis i.e. technical bid and financial bid.

(a) **Technical Bid:-** Technical Bid consisting proof of experience, Financial Turnover, Copy of PAN Card, Aadhar Card, GST certificate, EMD or EMD exemption certificate and other technical details as per terms and conditions of the tender may be uploaded along with technical bid on GeM Portal. It may be noted that Financial bid of only those responsive bidders shall be opened who qualifies the technical bid and who fulfil the eligibility criteria of the tender during evaluation of technical bid.

(b) **Financial Bid/Price Bid:-** Rate (inclusive of GST & all other charges) of Refrigerated vehicles on per day/ per trip basis is to be offered at appropriate place on GeM Portal. Further, the price breakup may also be uploaded in (.pdf) of Financial Bid for per day/ per trip i.e. upto 80 KM (both side) for supply of Milk and Milk Products from DMS to ADMS/Institutions, Parliament House, Parliament Annexes and other Govt. All Day Milk Stalls (ADMS) at various locations (so called Parliament Routes i.e. PV-I & PV-II).

Note: It may be noted that tender of those bidders will be rejected if any bidder disclose their rate/price breakup in technical bid. Hence rate & price breakup may be uploaded with financial bid only.

8. **Documents required with tender:**-The tenderer/ bidder should submit the copy of experience, Financial Turnover, Copy of PAN Card & Aadhar Card, GST certificate, EMD or EMD exemption certificate and other technical details as per terms and conditions of the tender in their technical offer.

9. **Security Deposit:** - The successful tenderer/bidder shall be required to deposit 5% security amount of total annual contract value within 15 days from award of contract for due performance of contract in the shape of DD/PO/FDR in favour of General Manager, DMS, failing which the contract may be cancelled. The Security Amount shall be refunded after successful completion of the contract period and on submission of a "No demand certificate. No interest on security shall be paid by DMS.

10. **Specification of Refrigerated vehicles /tempo:** The vehicles should be registered in the year 2022 or later in Delhi and should have following specification:

Specification	A refrigerated vehicle comprises of an insulated container body and a 1.5 tonne capacity of refrigeration unit to give the required temperature inside for the Milk & Milk product transportation.
Temperature range	(+) 1°C to 3°C. The bidder has to ensure that the cabin temperature of Refrigerated Vehicles must be within the range of (+) 1°C to 3°C while carrying/transporting the milk and milk products of DMS. The designated staff/STO of DMS may check the above temperature at any time.
Temperature Maintenance	The container/ cargo of refrigerated vehicle should be maintained at a temperature from (+) 1°C to 3°C at least for Fourhrs in/ during any stop over period.
Physical Conditions of Vehicle	Transporter shall maintain 3 to 5 cm puff insulation without any surface level leakage (inner wall & outer wall) and other sides i.e. roof and floor of cargo section of each refrigerated vehicle during currency of the contract. The transporter providing the vehicle shall paint the vans as per DMS design approved by DMS and keep the vehicle in proper shape from time to time and also undertake Annual Painting of the Van.
Temp. Monitoring System	The temperature is digitally displayed and recorded by the use of data-logger with an accuracy of +/- 0.5°C. The sensor should be placed inside the Milk & Milk products chamber and the recording should be displayed in the cabin. It should be an electronic device placed in closed chamber of Milk, which records the Milk & Milk product temperature after loading of the Milk Product, during travelling till it is unloaded. The minimum capacity of storing the data in data logger should be of 7 days.

11. **Deployment of Vehicle/ Requirement:** Transporter/successful bidder must provide stipulated capacity suitably refrigerated vehicles within a period of 15 days from the date of allotment of A/T or job order. Third party liability shall be responsibility of the transporter/bidder. Third party liability shall not be the responsibility of DMS in respect of various guidelines and statutory requirements, laid down by Delhi Traffic Police and Central / State Government or any other statutory agencies from time to time.

12. **Period of contract:**

- (i) The contract for outsourcing of vehicles shall be awarded initially for the period of (02) two years. Basis on the satisfactory performance of the party, contract may be further extended for six months under option clause of GeM bid.
- (ii) However, General Manager, DMS may cancel/terminate the above contract at any time under the following conditions below:-
 - a) On the breach of terms & conditions of the contract by the selected bidder/party,
 - b) In the event of handing over the O&M of DMS to any external agency,
 - c) Termination of present MoU for 3P agreement of manufacturing and packing of DMS milk and milk products with Haryana State Dairy Federation and/ or
 - d) Closure of DMS activities due to any reason by providing 15 days notice. Decision of GM, DMS shall be final and binding to all parties in this matter.
 - e) Any unforeseen conditions which is beyond the Control of GM, DMS.

13. **Payments Terms:** -The payment will be made on monthly basis on submission of bills on GeM Portal for the job duly verified by STO/Designated Officer which will be forwarded by them to Account Officer (Store Payment) for payment through PFMS through GeM Portal. Due payment to the transporter will be made within 14 working days on receipt of the bills by the concerned designated officer. However, in exceptional case, the payment may be made within 20 days.

14. **Price Variation:-** Any Increase/decrease in rates of CNG (Compressed Natural Gas) will be payable/recoverable proportionately every time, whenever there is an increase/decrease in the price of CNG by Government. The base rate of CNG for calculation of increase/decrease in price shall be taken of the price of CNG on opening date of tender. This increase/decrease will be automatically payable/recoverable from the date of increase/decrease by AO (Store payment). The proportionate increase/decrease on per one Rupee increase/decrease in CNG rate will be allowed considering the distance of 6.00 KM covered on consumption of one kg of CNG for refrigerated vehicle carrying capacity of 300 crates on the following formula as given in the table:-

Example for 51 KM: - <u>Rs 1 X 51 KM</u> 6.00 KM =Rs. 8.5/-	Example for 60 KM: - <u>Rs 1 X 60 KM</u> 6.00 KM =Rs. 10/-	Example for 70 KM: - <u>Rs 1 X 70 KM</u> 6.00 KM =Rs. 11.67/-	Example for 80 KM: - <u>Rs 1 X 80 KM</u> 6.00 KM =Rs. 13.33/-
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The Above formula will be applicable to them also. Further, the above formula will be applicable in proportion for increase/decrease in rate of CNG automatically for which AO (Store Payment) shall not have to obtain separate approval from competent authority for releasing the payment. The payment of increase/decrease of CNG hike shall be made on basis of actual Kilometre covered by vehicle which will be verified by TI/STO.

15. **Arrival Timings of Vehicles:-** The vehicles should reach DMS premises at 02:00 AM on all working days or as per time schedule given by Sr. TO, DMS. The transporter should ensure that the supply is made as per schedule timing fixed for summer and winter seasons by Manager (Distt.).

16. **Excess Quantity:** Based on field level requirements, the transporter shall carry upto 10% of excess carrying capacity of each vehicle on same rate, terms and condition without claiming any extra payment.

17. **Penalties for Refrigerated vehicles provided with driver & labour :**

- i.) Any failure on the part of the contractor in providing the required number of vehicle on any day, a penalty of Rs.10,000/- per route per day shall be levied and same shall be recovered from his bills/security. Further General Manager, Delhi Milk Scheme or his authorized officer shall have the right to engage the required number of vehicles to get the job done from the open market at the risk and cost of the contractor in the manner it deems fit and he shall be fully responsible for making good the losses. Such shall be adjusted in bills.
- ii.) In case of break-down of vehicle during transit, the party will provide standby vehicle for delivery of milk and milk products on the prescribed routes in time bound manner. There shall not be any return milk & milk products policy. No returned milk & milk products shall be accepted by DMS.
- iii.) Late arrival of Vehicles for deployment beyond 30 Minutes will be penalized with Rs.1,000/- per instance and same will be deducted from the bills of the party for the day they report late. The decision of the Senior Transport Officer or designated officer will be final whether to allow such vehicles or not on that day.

- iv.) In case of detection of milk variant of higher cost on checking of vehicle, ten times the difference of the cost between the two variants will be recovered from the bill of the transporter.
- v.) In case the vehicle is found to be driven by a person not holding a valid driving license in DMS premises, a penalty of Rs.1000/- per incident detected shall be charged apart from taking other action.
- vi.) While returning the empty crates if the contractor found arranging empty crates by leaving space in between rows/stages technically with the malafie intention/theft, he shall be charged a penalty of Rs.1,000/- per crate per instance. For short crates, if failed to deposit within 02 days, during currency of contract, transporter shall be levied a penalty against short crates at the same rate of Rs. 1,000/- per crate.
- vii.) DMS will provide the goods at dispatch dock within DMS campus for loading in vans etc. In case of any theft/pilferage over and above the dispatch quantity allowed on particular day a penalty of Rs.1,000/- on each extra items/pouch will be levied on the transporter and the decision of General Manager or designated officer will be final.
- viii.) In case the transporter fails to supply scheduled quantity of milk at supply points/ institutes a penalty of Rs.5000/- per supply points/ institutes, shall be levied.
- ix.) Physical Condition of the vehicle should be good, which committee of DMS team security + transport + distribution would check regularly. In case of unsatisfactory condition Rs.1,000/- per day would be penalized till it becomes satisfactory.
- x.) If the vehicle is found without proper insulation, a penalty of Rs.2,000/- will be charged per day.
- xi.) In case of this Vehicle is found carrying any other items other than DMS Milk & Milk Products i.e. misuse of Parliament pass, the vehicle may be impounded and penalty levied by any Authority will be bound on party.

18. **Compliance of FSSAI Norms:-** The transporter shall have to submit the FSSAI registration certificate for transportation of milk & milk products within one month of award of tender/ contract. All mandatory norms and regulations prescribed by FSSAI is to be complied by the transporters to ensure that cargo temperature, cleaning etc. is properly maintained. Non-compliance of FSSAI Mandatory guidelines by the transporters will be viewed very seriously and financial penalty if imposed by the FSSAI will be paid/borne by the transporter concerned.

19. **Behaviour & Manners:-**The contractor's behaviour should be very cordial and helpful with the customers/dealers/concessionaires/depot agents and DMS Field Staff. In case any misconduct or misdeed is reported and confirmed, the agreement can be terminated by giving ten days notice.

20. **Insurance:-** The vehicle should have Comprehensive Insurance Policy for which they have to give a documentary proof in the form of insurance cover after the Job is awarded to Sr. T.O.

21. The transporter shall be responsible for meeting all the conditions laid down by Govt./Delhi Police/Court order from time to time and DMS will not be liable to provide any technical help. However, administrative help as desired will be provided to have smooth service to customers.

22. A vehicle deployed on Govt. duty under DMS will not be used for any other job other than transportation of DMS milk & milk products during the prescribed period of contract. Transporter shall submit an affidavit to DMS in this regard after award of the contract as per the format provided by Sr. Transport Officer of the DMS. On violation of above, DMS may take action against the defaulting transporter as deemed fit including by imposition of a penalty of Rs. 2,000/- per instance.

23. The transporter should ensure that the supply is made as per schedule timing for sale point /institutions.

24. **Cleaning:** Goods carrying area of the vehicle should be kept neat & clean and dry and the same should not be damaged. There should be proper lighting arrangement in milk carrying area of the vehicle.

25. **No Entry Permission:-**This is the primarily duty of the contractor to arrange No Entry Permission from the concerned department. However, DMS shall assist in getting the same.

26. No transportation/handling loss will be allowed.

27. The Transporter shall strictly comply/adhere to the provisions of the amended Motor Vehicles Act, 1988. The responsibility of any violation of the provisions of the said Act will be solely of the transporter.

28. These terms and conditions will not mitigate or abrogate in any manner the responsibility under the carriers Act 1865 as amended from time to time in respect of the goods entrusted to the transporter for delivery under the contract.

29. **Impounding of Vehicles** : The vehicles of the contractor can be impounded in case of any miss-happening or any breach of the terms and conditions of the contract or any default or un-lawful activities by the contractor/his staff, with the orders of General Manager, Delhi Milk Scheme.

30. **Additional Services** :- The Additional Service of the vehicles of the contractor can also be utilised for related activities such as for transportation of SMP/Butter Oil/White Butter, recall of milk & milk products etc. and other activities within Delhi/NCR at the same rates, terms and conditions. The contractor should arrange vehicles as and when required during the period of the contract.

31. **Compensation for injuries to the staff of the Contractor** : Govt. shall not in any way be bound to indemnify or award any compensation whatsoever in the event of any employee / agent / representative of the contractor/ transporter sustaining any professional or accidental injury during the course of his stay in Delhi Milk Scheme premises to discharge the contractual obligations.

32. **Recovery of Sums Due**:-Whenever under this contract any sum of money

y shall be recoverable from or payable by the contractor, General Manager Delhi Milk Scheme at his sole discretion may appropriate, the said security deposit in whole or in part & in the event of the security being insufficient the balance may be deducted from any sum lying with them or which at any time thereafter may become due to the contractor under this or any other contract with the Govt. & if this is not sufficient the contractor shall pay the balance to the Govt. on demand.

33. **Under Carriage by Road Act 2007-** The transporter has to abide by the under carriage by road Act-2007.

34. **General Legal Points:-**

(a) The contractor/ transporter shall be responsible for the compliance with all statutory laws applicable and /or which might become applicable to the Union Territory of Delhi, Rules & Regulation relating to the Contract Labour (Regulation and Abolition) Act 1970, Factories Act 1948, Employees Provident Funds and Miscellaneous Provisions Act 1952, Payment of Gratuity Act 1972, Payment of Bonus Act 1965, Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen's Compensation Act 1923 and such other Acts, laws or regulations passed by the Central/ State / Municipal and Local Govt. agencies or authority.

(b) The contractor/ transporter shall exclusively be liable and responsible for his/her employees wage, PPF, Bonus, Medical, Uniforms and full compliance in their respect with all statutory laws, rules and regulations as applicable to them.

35. **Statutory and Mandatory Provision:** The contractor shall abide by all the statutory and mandatory provisions of labour Industrial laws in force from time to time. In case any challan/fine is levied under Statutory Act, DMS will not be responsible for any violation of law by Party and the contractor will be fully responsible for its settlement and of any statutory and the mandatory requirements such as Medical, Insurance etc.

36. **Jurisdiction:** All disputes arising out of or touching on this contract, shall be subject to the jurisdiction of the court of Union Territory of Delhi.

37. **Damage to Government Property:** The transporter shall ensure that no damage is done to the machinery / equipment or any other property of Delhi Milk Scheme by the employees of the transporter or representative during the course of attending to duties to under this contract. The General Manager, Delhi Milk Scheme or any officer acting on his behalf may at his option assess any such losses / damages caused by transporter or his representative & the transporter shall be liable to make good / pay for such losses / damage.

The tenderer is at liberty to tender either for performing the whole or any part of the job / services specified. Government shall have the right to accept any part of tender unless the Tenderer expressly stipulates to the contrary in the tender. Government shall also have the right to engage more than one transporter to perform all or part of the jobs / services as it deemed fit.

38. **Corrupt Practices:** Any bribe / commission, gifts or advantage given / promised or offered by or on behalf of the transporter or any one on his or their behalf to the servants/ representative or agents of Govt. in relation to obtaining or to

the execution of this or any contract with the Govt. shall in addition to any criminal liability which he may incur, subject to cancellation of this & all other contracts & also to make payments to the Govt. for any loss resulting from any such cancellation.

39. **Insolvency:** The Government may at any time terminate this contract if the contractor/ transporter is adjudicated insolvent or enters into any arrangement with the creditors or the contractor being a company is bound voluntarily or otherwise unless it be for the purpose of reconstruction & recover from the distributor any loss resulting there from.

40. **Assignment or Subletting of Contract:** -The contractor shall not assign or sublet this contract or any part thereof if it is found that the contract has been sublet by the distributors in that case the contract will be cancelled.

41. **Right to Accept/Reject/Modify offers :** DMS reserves the right to accept or reject any offer or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders

42. **Alteration of Terms and Conditions:-** General Manager, Delhi Milk Scheme reserves the right to add/modify any term considered reasonable and in public interest which shall be intimated to the transporter during the period of the contract and the same shall be binding on contractor.

43. **Short Close of Contract:** The contract can be short closed by giving a notice period of 15 days by recording reasons in public interest under following circumstances:

- (i) On breach of any terms and conditions from bidders, the said contract can be short closed / cancelled at any time without assigning any reason at the sole discretion of General Manager, Delhi Milk Scheme.
- (ii) In the event of handing over the Operation & Management of DMS to any external agency.
- (iii) In the event of closure of DMS activities due to any reasons.
- (iv) In the event of termination of third party agreement / MoU for manufacturing and supply of milk and milk products of DMS with Haryana Dairy Federation.
- (v) In the event of any other unforeseen circumstances beyond the control of DMS.

44. **Submission of documents by bidders on GeM Portal against above GeM bid:**

- (i) Scanned copy of requisite EMD or exemption certificate etc. should be uploaded in (.pdf) in technical bid offer, failing which the offer shall be rejected summarily.
- (ii) Scanned copy of all documents as per terms & condition of Tender i.e. proof of eligibility criteria like Experience Certificate, Registration of Refrigerated Vehicles in name of proprietor/owner/firm as per eligibility criteria, Financial Turnover Certificate, Aadhar and PAN Card are to be uploaded in (.pdf) in technical bid offer.
- (iii) Rates is to be quoted in price bid offer only. Rates (with price breakup) may also be uploaded in (.pdf) of financial bid / price bid appropriately.
- (iv) Bidders are to ensure that no rate offer is quoted in the Technical Bid offer failing which, their Technical bid will be rejected summarily.

(v) Scanned copy of GST certificate (in pdf).

8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including

the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

Buyer Added ATC

1. **Description of Job:-** Outsourcing of two numbers of CNG Model Light Commercial Refrigerated vehicle/ tempo having Refrigerated body with carrying capacity of 300 crates for supply of Milk and Milk Products from DMS to ADMS/Institutions, Parliament House, Parliament Annexes and other Govt All Day Milk Stalls (ADMS) at various locations (so called Parliament Routes i.e. PV-I & PV-II). However DMS may load lesser number of crates than the carrying capacity or may also load 10% excess quantity of carrying capacity as per field level requirements on awarded rate, terms and condition. Vehicles should be registered in the year 2022 or later in Delhi. The transportation route shall cover upto 80 KMs per day. Bidders may offer their rate on per day/per trip basis only.

Note: Cash collection for above supply of Milk & Milk Product shall be arranged/done by DMS.

2. **Nos. of Vehicles Requirement and days of their deployment:**

(i) Two (02) Refrigerated vehicles /tempo as mentioned at para 1 (i.e. Description of Job) is required with driver & 01 labour (i.e. Transporter has to provide vehicle with driver and 01 labour for loading/unloading).

(ii) The first vehicle shall be required for all days of a week i.e. 07 days including Gazetted Holidays.

(iii) The second vehicle is required for five days from Monday to Friday except Gazetted Holiday/s but this vehicle will be required beyond five days in case a remarkable/good quantity of casual/special milk /milk products supply demand is placed by any one of the ADMS/Institution in any unavoidable situation/circumstances. The second vehicle may also be utilized for transportation of other materials of DMS dairy from DMS to various ADMS/Institutions situated within Delhi.

(iv) Both the Refrigerated vehicles /tempo shall be utilized maximum upto 80 KMs only in a single day and bidders are accordingly required to offer their rate on per day/ per trip basis only.

3. **EMD to be deposited with Tender:** Bidders are required to upload scanned copy of Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rs. One lakh only) along with bid. Bidders are required to ensure the delivery of hard copy (original) of EMD in the form of Demand Draft / Banker Cheque / FDR drawn in favour of 'General Manager, Delhi Milk Scheme' within 5 days of Bid End date/ Bid Opening date.

Upon the successful bidder furnishing the signed agreement and performance security, each unsuccessful bidder will be promptly notified, and their bid security shall be returned without interest within 30 (thirty) days of notice of award of contract.

4. **Exemption of EMD:** Bidders /Buyers are required to deposit the EMD alongwith tender offer. The offer / tender without EMD shall not be accepted. The bidder seeking EMD exemption, must submit the valid supporting document. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. Therefore only manufacturers of Goods shall be considered for exemption under MSE category.

Further, Startups as recognized by Department of Promotion of Industry Internal Trade (DPIIT) are also exempted from depositing EMD and experience certificate. Proof of registration as Micro and Small Enterprises and startups may be enclosed.

5. **Liquidated Damages (LD) Charges:** GM, DMS reserves the right to impose LD Charges while granting an extension of the delivery period, where the delivery of stores or any instalment thereof is accepted after the expiry of the original delivery period. Accordingly, a sum equivalent to 0.5 (half) per cent of the delivered price (including elements of GST, freight etc.) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the total contract value may be imposed by GM, DMS. However, GM, DMS may waive off the LD Charges while granting extension of original delivery period on genuine grounds and unforeseen delays. The decision of GM, DMS shall be final and binding in the above matter.

6. **Eligibility Criteria and Documents required with Tender:** The tenderer/ bidder may submit the photocopy of following documents to ascertain the eligibility. Original may be produced for verification on demand:

(a) **Experience:** Bidder/Firm should have two years experience of transportation or distribution of Milk & Milk Products in any dairy firm.

(b) **Financial Turnover:** Turnover of the party for carrying out the above job must have the average annual financial turnover of three years as specified in the GeM bid.

7. **Two Bid System:-** Above GeM tender is invited on two bid system basis i.e. technical bid and financial bid.

(a) **Technical Bid:-** Technical Bid consisting proof of experience, Financial Turnover, Copy of PAN Card, Aadhar Card, GST certificate, EMD or EMD exemption certificate and other technical details as per terms and conditions of the tender may be uploaded along with technical bid on GeM Portal. It may be noted that Financial bid of only those responsive bidders shall be opened who qualifies the technical bid and who fulfil the eligibility criteria of the tender during evaluation of technical bid.

(b) **Financial Bid/Price Bid:-** Rate (inclusive of GST & all other charges) of Refrigerated vehicles on per day/ per trip basis is to be offered at appropriate placed on GeM Portal. Further, the price breakup may also be uploaded in (.pdf) of Financial Bid for per day/ per trip i.e. upto 80 KM (both side) for supply of Milk and Milk Products from DMS to ADMS/Institutions, Parliament House, Parliament Annexes and other Govt. All Day Milk Stalls (ADMS) at various locations (so called Parliament Routes i.e. PV-I & PV-II).

Note: It may be noted that tender of those bidders will be rejected if any bidder disclose their rate/price breakup in technical bid. Hence rate & price breakup may be uploaded with financial bid only.

8. **Documents required with tender:-** The tenderer/ bidder should submit the copy of experience, Financial Turnover, Copy of PAN Card & Aadhar Card, GST certificate, EMD or EMD exemption certificate and other technical details as per terms and conditions of the tender in their technical offer.

9. **Security Deposit:** - The successful tenderer/bidder shall be required to deposit 5% security amount of total annual contract value within 15 days from award of contract for due performance of contract in the shape of DD/PO/FDR in favour of General Manager, DMS, failing which the contract may be cancelled. The Security Amount shall be refunded after successful completion of the contract period and on submission of a "No demand certificate. No interest on security shall be paid by DMS.

10. **Specification of Refrigerated vehicles /tempo:** The vehicles should be registered in the year 2022 or later in Delhi and should have following specification:

Specification	A refrigerated vehicle comprises of an insulated container body and a 1.5 tonne capacity of refrigeration unit to give the required temperature inside for the Milk & Milk product transportation.
Temperature range	(+) 1°C to 3°C. The bidder has to ensure that the cabin temperature of Refrigerated Vehicles must be within the range of (+) 1°C to 3°C while carrying/transporting the milk and milk products of DMS. The designated staff/STO of DMS may check the above temperature at any time.
Temperature Maintenance	The container/ cargo of refrigerated vehicle should be maintained at a temperature from (+) 1°C to 3°C at least for Fourhrs in/ during any stop over period.
Physical Conditions of Vehicle	Transporter shall maintain 3 to 5 cm puff insulation without any surface level leakage (inner wall & outer wall) and other sides i.e. roof and floor of cargo section of each refrigerated vehicle during currency of the contract. The transporter providing the vehicle shall paint the vans as per DMS design approved by DMS and keep the vehicle in proper shape from time to time and also undertake Annual Painting of the Van.
Temp. Monitoring System	The temperature is digitally displayed and recorded by the use of data-logger with an accuracy of +/- 0.5°C. The sensor should be placed inside the Milk & Milk products chamber and the recording should be displayed in the cabin. It should be an electronic device placed in closed chamber of Milk, which records the Milk & Milk product temperature after loading of the Milk Product, during travelling till it is unloaded. The minimum capacity of storing the data in data logger should be of 7 days.

11. **Deployment of Vehicle/ Requirement:** Transporter/successful bidder must provide stipulated capacity suitably refrigerated vehicles within a period of 15 days from the date of allotment of A/T or job order. Third party liability shall be responsibility of the transporter/bidder. Third party liability shall not be the responsibility of DMS in respect of various guidelines and statutory requirements, laid down by Delhi Traffic Police and Central / State Government or any other statutory agencies from time to time.

12. **Period of contract:**

- (i) The contract for outsourcing of vehicles shall be awarded initially for the period of (02) two years. Basis on the satisfactory performance of the party, contract may be further extended for six months under option clause of GeM bid.
- (ii) However, General Manager, DMS may cancel/terminate the above contract at any time under the following conditions below:-
 - a) On the breach of terms & conditions of the contract by the selected bidder/party,
 - b) In the event of handing over the O&M of DMS to any external agency,
 - c) Termination of present MoU for 3P agreement of manufacturing and packing of DMS milk and milk products with Haryana State Dairy Federation and/ or
 - d) Closure of DMS activities due to any reason by providing 15 days notice. Decision of GM, DMS shall be final and binding to all parties in this matter.
 - e) Any unforeseen conditions which is beyond the Control of GM, DMS.

13. **Payments Terms:** -The payment will be made on monthly basis on submission of bills on GeM Portal for the job duly verified by STO/Designated Officer which will be forwarded by them to

Account Officer (Store Payment) for payment through PFMS through GeM Portal. Due payment to the transporter will be made within 14 working days on receipt of the bills by the concerned designated officer. However, in exceptional case, the payment may be made within 20 days.

14. **Price Variation:-** Any Increase/decrease in rates of CNG (Compressed Natural Gas) will be payable/recoverable proportionately every time, whenever there is an increase/decrease in the price of CNG by Government. The base rate of CNG for calculation of increase/decrease in price shall be taken of the price of CNG on opening date of tender. This increase/decrease will be automatically payable/recoverable from the date of increase/decrease by AO (Store payment). The proportionate increase/decrease on per one Rupee increase/decrease in CNG rate will be allowed considering the distance of 6.00 KM covered on consumption of one kg of CNG for refrigerated vehicle carrying capacity of 300 crates on the following formula as given in the table:-

Example for 51 KM:	Example for 60 KM:	Example for 70 KM:	Example for 80 KM:
$\frac{\text{Rs } 1 \times 51 \text{ KM}}{6.00 \text{ KM}}$	$\frac{\text{Rs } 1 \times 60 \text{ KM}}{6.00 \text{ KM}}$	$\frac{\text{Rs } 1 \times 70 \text{ KM}}{6.00 \text{ KM}}$	$\frac{\text{Rs } 1 \times 80 \text{ KM}}{6.00 \text{ KM}}$
=Rs. 8.5/-	=Rs. 10/-	=Rs. 11.67/-	=Rs. 13.33/-

The Above formula will be applicable to them also. Further, the above formula will be applicable in proportion for increase/decrease in rate of CNG automatically for which AO (Store Payment) shall not have to obtain separate approval from competent authority for releasing the payment. The payment of increase/decrease of CNG hike shall be made on basis of actual Kilometre covered by vehicle which will be verified by TI/STO.

15. **Arrival Timings of Vehicles:-** The vehicles should reach DMS premises at 02:00 AM on all working days or as per time schedule given by Sr. TO, DMS. The transporter should ensure that the supply is made as per schedule timing fixed for summer and winter seasons by Manager (Distt.).

16. **Excess Quantity:** Based on field level requirements, the transporter shall carry upto 10% of excess carrying capacity of each vehicle on same rate, terms and condition without claiming any extra payment.

17. **Penalties for Refrigerated vehicles provided with driver & labour:**

- i.) Any failure on the part of the contractor in providing the required number of vehicle on any day, a penalty of Rs.10,000/- per route per day shall be levied and same shall be recovered from his bills/security. Further General Manager, Delhi Milk Scheme or his authorized officer shall have the right to engage the required number of vehicles to get the job done from the open market at the risk and cost of the contractor in the manner it deems fit and he shall be fully responsible for making good the losses. Such shall be adjusted in bills.
- ii.) In case of break-down of vehicle during transit, the party will provide standby vehicle for delivery of milk and milk products on the prescribed routes in time bound manner. There shall not be any return milk & milk products policy. No returned milk & milk products shall be accepted by DMS.
- iii.) Late arrival of Vehicles for deployment beyond 30 Minutes will be penalized with Rs.1,000/- per instance and same will be deducted from the bills of the party for the day they report late. The decision of the Senior Transport Officer or designated officer will be final whether to allow such vehicles or not on that day.

- iv.) In case of detection of milk variant of higher cost on checking of vehicle, ten times the difference of the cost between the two variants will be recovered from the bill of the transporter.
- v.) In case the vehicle is found to be driven by a person not holding a valid driving license in DMS premises, a penalty of Rs.1000/- per incident detected shall be charged apart from taking other action.
- vi.) While returning the empty crates if the contractor found arranging empty crates by leaving space in between rows/stages technically with the malafied intention/theft, he shall be charged a penalty of Rs.1,000/- per crate per instance. For short crates, if failed to deposit within 02 days, during currency of contract, transporter shall be levied a penalty against short crates at the same rate of Rs. 1,000/- per crate.
- vii.) DMS will provide the goods at dispatch dock within DMS campus for loading in vans etc. In case of any theft/pilferage over and above the dispatch quantity allowed on particular day a penalty of Rs.1,000/- on each extra items/pouch will be levied on the transporter and the decision of General Manager or designated officer will be final.
- viii.) In case the transporter fails to supply scheduled quantity of milk at supply points/ institutes a penalty of Rs.5000/- per supply points/ institutes, shall be levied.
- ix.) Physical Condition of the vehicle should be good, which committee of DMS team security + transport + distribution would check regularly. In case of unsatisfactory condition Rs.1,000/- per day would be penalized till it becomes satisfactory.
- x.) If the vehicle is found without proper insulation, a penalty of Rs.2,000/- will be charged per day.
- xi.) In case of this Vehicle is found carrying any other items other than DMS Milk & Milk Products i.e. misuse of Parliament pass, the vehicle may be impounded and penalty levied by any Authority will be bound on party.

18. **Compliance of FSSAI Norms:-** The transporter shall have to submit the FSSAI registration certificate for transportation of milk & milk products within one month of award of tender/ contract. All mandatory norms and regulations prescribed by FSSAI is to be complied by the transporters to ensure that cargo temperature, cleaning etc. is properly maintained. Non-compliance of FSSAI Mandatory guidelines by the transporters will be viewed very seriously and financial penalty if imposed by the FSSAI will be paid/borne by the transporter concerned.

19. **Behaviour & Manners:-**The contractor's behaviour should be very cordial and helpful with the customers/dealers/concessionaires/depot agents and DMS field Staff. In case any misconduct or misdeed is reported and confirmed, the agreement can be terminated by giving ten days notice.

20. **Insurance:-** The vehicle should have Comprehensive Insurance Policy for which they have to give a documentary proof in the form of insurance cover after the Job is awarded to Sr. T.O.

21. The transporter shall be responsible for meeting all the conditions laid down by Govt./Delhi Police/Court order from time to time and DMS will not be liable to provide any technical help. However, administrative help as desired will be provided to have smooth service to customers.

22. A vehicle deployed on Govt. duty under DMS will not be used for any other job other than transportation of DMS milk & milk products during the prescribed period of contract. Transporter shall submit an affidavit to DMS in this regard after award of the contract as per the format provided by Sr. Transport Officer of the DMS. On violation of above, DMS may take action against the defaulting transporter as deemed fit including by imposition of a penalty of Rs. 2,000/- per instance.

23. The transporter should ensure that the supply is made as per schedule timing for sale point /institutions.
24. **Cleaning:** Goods carrying area of the vehicle should be kept neat & clean and dry and the same should not be damaged. There should be proper lighting arrangement in milk carrying area of the vehicle.
25. **No Entry Permission:-**This is the primarily duty of the contractor to arrange No Entry Permission from the concerned department. However, DMS shall assist in getting the same.
26. No transportation/handling loss will be allowed.
27. The Transporter shall strictly comply/adhere to the provisions of the amended Motor Vehicles Act, 1988. The responsibility of any violation of the provisions of the said Act will be solely of the transporter.
28. These terms and conditions will not mitigate or abrogate in any manner the responsibility under the carriers Act 1865 as amended from time to time in respect of the goods entrusted to the transporter for delivery under the contract.
29. **Impounding of Vehicles :** The vehicles of the contractor can be impounded in case of any miss-happening or any breach of the terms and conditions of the contract or any default or un-lawful activities by the contractor/his staff, with the orders of General Manager, Delhi Milk Scheme.
30. **Additional Services :-** The Additional Service of the vehicles of the contractor can also be utilised for related activities such as for transportation of SMP/Butter Oil/White Butter, recall of milk & milk products etc. and other activities within Delhi/NCR at the same rates, terms and conditions. The contractor should arrange vehicles as and when required during the period of the contract.
31. **Compensation for injuries to the staff of the Contractor:**Govt. shall not in any way be bound to indemnify or award any compensation whatsoever in the event of any employee / agent / representative of the contractor/ transporter sustaining any professional or accidental injury during the course of his stay in Delhi Milk Scheme premises to discharge the contractual obligations.
32. **Recovery of Sums Due:-**Whenever under this contract any sum of money shall be recoverable from or payable by the contractor, General Manager Delhi Milk Scheme at his sole discretion may appropriate, the said security deposit in whole or in part & in the event of the security being insufficient the balance may be deducted from any sum lying with them or which at any time thereafter may become due to the contractor under this or any other contract with the Govt. & if this is not sufficient the contractor shall pay the balance to the Govt. on demand.
33. **Under Carriage by Road Act 2007-** The transporter has to abide by the under carriage by road Act-2007.
34. **General Legal Points:-**
- (a) The contractor/ transporter shall be responsible for the compliance with all statutory laws applicable and /or which might become applicable to the Union Territory of Delhi, Rules & Regulation relating to the Contract Labour (Regulation and Abolition) Act 1970, Factories Act 1948, Employees Provident Funds and Miscellaneous Provisions Act 1952, Payment of Gratuity Act 1972, Payment of Bonus Act 1965, Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen's

Compensation Act 1923 and such other Acts, laws or regulations passed by the Central/ State / Municipal and Local Govt. agencies or authority.

(b) The contractor/ transporter shall exclusively be liable and responsible for his/her employees wage, PPF, Bonus, Medical, Uniforms and full compliance in their respect with all statutory laws, rules and regulations as applicable to them.

35. **Statutory and Mandatory Provision:** The contractor shall abide by all the statutory and mandatory provisions of labour Industrial laws in force from time to time. In case any challan/fine is levied under Statutory Act, DMS will not be responsible for any violation of law by Party and the contractor will be fully responsible for its settlement and of any statutory and the mandatory requirements such as Medical, Insurance etc.

36. **Jurisdiction:** All disputes arising out of or touching on this contract, shall be subject to the jurisdiction of the court of Union Territory of Delhi.

37. **Damage to Government Property:** The transporter shall ensure that no damage is done to the machinery / equipment or any other property of Delhi Milk Scheme by the employees of the transporter or representative during the course of attending to duties to under this contract. The General Manager, Delhi Milk Scheme or any officer acting on his behalf may at his option assess any such losses / damages caused by transporter or his representative & the transporter shall be liable to make good / pay for such losses / damage.

The tenderer is at liberty to tender either for performing the whole or any part of the job / services specified. Government shall have the right to accept any part of tender unless the Tenderer expressly stipulates to the contrary in the tender. Government shall also have the right to engage more than one transporter to perform all or part of the jobs / services as it deemed fit.

38. **Corrupt Practices:** Any bribe / commission, gifts or advantage given / promised or offered by or on behalf of the transporter or any one on his or their behalf to the servants/ representative or agents of Govt. in relation to obtaining or to the execution of this or any contract with the Govt. shall in addition to any criminal liability which he may incur, subject to cancellation of this & all other contracts & also to make payments to the Govt. for any loss resulting from any such cancellation.

39. **Insolvency:** The Government may at any time terminate this contract if the contractor/ transporter is adjudicated insolvent or enters into any arrangement with the creditors or the contractors being a company is bound voluntarily or otherwise unless it be for the purpose of reconstruction & recover from the distributor any loss resulting there from.

40. **Assignment or Subletting of Contract:** -The contractor shall not assign or sublet this contract or any part thereof if it is found that the contract has been sublet by the distributors in that case the contract will be cancelled.

41. **Right to Accept/Reject/Modify offers :** DMS reserves the right to accept or reject any offer or to annual the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders

42 **Alteration of Terms and Conditions:-**General Manager, Delhi Milk Scheme reserves the right to add/modify any term considered reasonable and in public interest which shall be intimated to the transporter during the period of the contract and the same shall be binding on contractor.

43. **Short Close of Contract:** The contract can be short closed by giving a notice period of 15 days by recording reasons in public interest under following circumstances:

- (i) On breach of any terms and conditions from bidders, the said contract can be short closed / cancelled at any time without assigning any reason at the sole discretion of General Manager, Delhi Milk Scheme.
- (ii) In the event of handing over the Operation & Management of DMS to any external agency.
- (iii) In the event of closure of DMS activities due to any reasons.
- (iv) In the event of termination of third party agreement / MoU for manufacturing and supply of milk and milk products of DMS with Haryana Dairy Federation.
- (v) In the event of any other unforeseen circumstances beyond the control of DMS.

44. **Submission of documents by bidders on GeM Portal against above GeM bid:**

- (i) Scanned copy of requisite EMD or exemption certificate etc. should be uploaded in (.pdf) in technical bid offer, failing which the offer shall be rejected summarily.
- (ii) Scanned copy of all documents as per terms & condition of Tender i.e. proof of eligibility criteria like Experience Certificate, Registration of Refrigerated Vehicles in name of proprietor/owner/firm as per eligibility criteria, Financial Turnover Certificate, Aadhar and PAN Card are to be uploaded in (.pdf) in technical bid offer.
- (iii) Rates is to be quoted in price bid offer only. Rates (with price breakup) may also be uploaded in (.pdf) of financial bid / price bid appropriately.
- (iv) Bidders are to ensure that no rate offer is quoted in the Technical Bid offer failing which, their Technical bid will be rejected summarily.
- (v) Scanned copy of GST certificate (in pdf).