

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-06-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-06-2025 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Fisheries Animal Husbandry Dairying
Department Name/विभाग का नाम	Department Of Animal Husbandry And Dairying
Organisation Name/संगठन का नाम	Delhi Milk Scheme
Office Name/कार्यालय का नाम	Delhi Milk Scheme, West Patel Nagar, New Delhi
क्रेता ईमेल/Buyer Email	sanjay.dms@nic.in
Item Category/मद केटेगरी	Monthly Basis Cab & Taxi Hiring Services - Sedan; As per terms and conditions of ATC; Local 24*7
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	50 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Estimated Bid Value/अनुमानित बिड मूल्य	4500000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

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

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	28

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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।

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

#### Beneficiary/लाभार्थी :

General Manager, Delhi Milk Scheme

Delhi Milk Scheme, West Patel Nagar, New Delhi, Department of Animal Husbandry and Dairying, Delhi Milk

### MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
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 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 the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
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.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):**ATC

**Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser):**ATC

**Minimum years (up to 5 years) of experience in related field:**5

**Number (upto 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:**ATC

**Number (up to 100%) of vehicles demanded should have been provided in the past 1 year to government agencies:**ATC

**Geographic Presence in States:**As per ATC

**Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched::**Rs. 22/- per KM over and above monthly limit of 2400 KM

**Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package:**N/A

**Scope of Work:**[1747375369.pdf](#)

**Monthly Basis Cab & Taxi Hiring Services - Sedan; As Per Terms And Conditions Of ATC; Local 24\*7 ( 3 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Hyundai Xcent , Hyundai Aura , Maruti Suzuki Tour S
Usage Variant	As per terms and conditions of ATC
Type of Service	Local 24*7
Year of Vehicle Model	2022
Km Travelled	Not Applicable
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	CNG
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Vehicles Required	Additional Requirement/अतिरिक्त आवश्यकता
1	Pankaj Kumar	110008, Delhi Milk Scheme, West Patel Nagar, New Delhi	3	<ul style="list-style-type: none"><li>Duration in Months for which service is required : 24</li></ul>

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

**2. Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

**3. Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

**4. Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

**5. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**6. 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.

**7. 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

#### 8. 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.

#### 9. 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.

#### 10. 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.

#### 11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### BUYER ADDED ATC

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1. **Description of Job : Outsourcing the services of Three Taxies with A/C Mod 01<sup>st</sup> January 2022 & above, (Any 'B' segment car) round the clock i.e on 24 Hours basis.**
2. **Earnest Money Deposit (EMD):** MSE and Startup Enterprises are exempted from depositing EMD. Further, other firms have to deposit EMD of Rs.1,00,000/- in form of Demand Draft/Pay Order along with tender in favour of General Manager, Delhi Milk Scheme.
3. **Period of Contract:** The contract for outsourcing the above job shall be awarded initially for the period of two years which can be extended for further period of six months depending upon the satisfactory performance and at the sole discretion of General Manager. However the contract for outsourcing the services of above 03 taxies may be cancelled/terminated any time by General Manager, DMS on the breach of terms & conditions of the contract by the selected bidder/party, in the event of handing over the O&M of DMS to any external agency, termination of present MoU for 3P agreement of manufacturing and packing of DMS milk and milk products with Haryana State Dairy Federation and/ or 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.

4. **Security deposit:** The transporter shall have 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.

5. **Eligibility Criteria for the bidders:-**

- (a) The bidder should have an experience of minimum 5 years for providing the services of hiring of taxis to Government Originations/Semi Government Originations/CPSUs/Private Limited companies. Further, the bidder should also have minimum 3 successful completed contracts/jobs with above mentioned organization within the last 5 years, failing which the offer of parties shall not be considered eligible for above tender. The bidders may submit the copy of contract/job orders/job completion certificates issued from above organizations to proof their eligibility for this tender. The ongoing contracts/job orders of the parties shall also be considered as successful contract for considering the minimum 3 successful completed contracts.
- (b) The bidder should have a fleet of minimum 08 Cars (Any 'B' segment car) in the name of proprietor/firm, failing which their offer shall not be considered and accepted.
- (c) Financial Turnover: The bidder should have an average annual turnover of last three years of Rs.50,00,000-00 (Rs. Fifty Lac Only), failing which their bid shall not be considered.
- (d) The bidders having valid MSE/Startup Certificate issued from concerned Departments shall be exempted from the financial turnover mentioned at sub para (c) above. However they are not exempted from the experience and eligibility criteria mentioned at sub para (a) and (b) above.

6. **Documents required with Tender:** The tenderer may submit the photocopy of following documents to show the eligibility along with their offer. Original documents may be produced for verification on demand.

- a) The copy of contract order/job orders/job completion certificates issued from Government Originations/Semi Government Originations/CPSUs/Private Limited companies to provide the proof of providing the services of hiring of taxis to above originations for period of minimum 5 years with three successful completed contracts as mentioned at para 5 (a) above.
- b) The copy of documents (like RC etc.) to proof for having a fleet of minimum 08 Cars (Any 'B' segment car) in the name of proprietor/firm of the bidder.
- c) The copy of financial turnover/documents/returns of last 3 financial years (in a row) duly verified by Chartered Accountant to substantiate their eligibility in accordance to financial turnover. The bidders having valid MSE/Startup Certificate issued from concerned Departments shall be exempted from uploading above financial turnover.
- d) Copy of Goods Service Tax Registration Certificate, if applicable.
- e) Photo copy of PAN Card.

7. **Running time and kilometers of hired taxis:** All three taxis will be available for duty in DMS premises for 24 hours basis and ply as per the directions of STO/TI on duty. The running time of all the taxis provided to DMS will be for 24 hours per day for 2400 KM per taxi (Full 30 days including Sunday & Gazetted Holidays) per month. These charges shall be paid even if the vehicles has not been used on any day of that particular month. In case of the uses of any taxi beyond 2400 KM per month, a fixed rate @ Rs. 22/- per km shall be paid to the bidder for each taxis crossing the monthly limit of 2400 km. To provision the billing of additional km and/or fuel hike charges, the tender will have the option to increase the value of above services by 25%. The taxis shall also be used for

aturday, Sunday & Gazetted Holidays and during day and night as per requirement of MS. Taxi shall be parked in Garage of Transport Section inside the DMS Premises.

8. **Deployment of Additional Taxies Over and above the hired three taxies:-** In case of any operational/administrative/urgent requirement of the organization, DMS may require to deploy additional taxies on any particular day/days over and above the hired 03 taxies. Under above circumstances, Senior Transport Officer may ask the transporter/contractor to provide additional number of taxies after taking prior approval from competent authority/GM,DMS on the same rates, terms & conditions of the above three hired taxies with exemption to ply beyond Delhi NCR region. Any other charges including state taxes, toll etc. incurred by such additional deployed taxies beyond Delhi NCR region shall be payable as per the clause mentioned at para 20 below. Such additional expenditure shall also be covered under the option clause of the contract.

9. **Duty Hours & Minimum Wages to Drivers:-** Since all the 03 taxies is to be deployed for 24 hours basis in DMS, the contractor has to ensure for deploying suitable/sufficient number of drivers as per duty hours defined to deploy drivers as per Factory Act/existing labour rules of Govt. of NCT Delhi to the drivers. It is mandatory for the transporter/contractor to pay minimum wages to drivers engaged by them along with other benefits defined in the existing labour rules of Govt. of NCT Delhi to the drivers.

10. **Fuel Hike:** Fuel Hike i.e. the increase in rate of CNG hike shall also be given on prorate basis. Basis for calculation of rates for payment of increase rates of CNG @ Rs 01 per kg will be as under:-

$$\frac{\text{"Increase X 2400 KM or Actual Travel in KM}}{= *}$$
$$\frac{=Rs.1 \times 2400 \text{ KM or Actual Travel in KM}}{=}$$

Assured average of vehicle

15 KM per kg

\*=Rs.160 per month or calculation on actual distance basis whichever is less.

If Any increase in fractions below Rs.1/- will not to be considered and same shall be ignored. If the rates of CNG is decreased, the payment shall be made on prorate deduction basis as per above formula.

**Note:** Rate of CNG as on 'Bid end date' shall be applicable.

11. **Statutory/Mandatory requirement to be fulfilled by contractor:**

- i. Vehicle should be registered with transport authority and should have valid permit for commercial use/taxi purpose.
- ii. The contractor is required to abide by all statutory requirements as per Law applicable during the operational period.
- iii. The driver deputed with vehicle should be well behaved and possess valid driving license.
- iv. **Insurance :** The vehicles should be comprehensively insured against all risks during the period of contract. DMS shall not be responsible for any loss of life or injury to the driver or any third party.

12. **No claim for regular job:** The labours/workers engaged by contractor under this contract shall not have any claim or right for their engagement in Delhi Milk Scheme on regular basis or otherwise.

13. **Compensation:** In the event of an accident or mishap resulting in any disability, injury or death of employee engaged by party during the period of the contract the compensation



, damage etc. are to be paid by contractor. DMS shall not be liable in any manner either monetarily or otherwise.

14. **Model of Vehicles:** The vehicles should be registered in the year 01<sup>st</sup> January 2022 later and should be in road worthy condition.
15. **Penalty :** If the party fails to provide the taxi on any day, the alternative arrangement to be made by the party failing which a penalty of Rs.2,000/- per day shall be recovered from the payable bills.
16. **Taxi Brake-down:** In the event of any fault/Breakdown of Taxies/vehicles hired by DMS, the contractor shall provide another vehicle immediately otherwise a penalty as stated above shall be imposed.
17. **Global Positioning System:** GPS should be installed in all Taxies for checking vehicle movements.
18. **Log Book:** A log book of each vehicle will be maintained by the concerned driver of the contractor and get signed from the officer using the vehicle on day to day basis Bills will be processed on production of the Photo-copy of the Log-book.
19. **Payment Terms:** The payment will be made on quarterly 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.
20. **Documents to be submitted after award of contract:** The transporter shall furnish the copy of Registration Certificate, Insurance certificate of the vehicles and Driving License to STO after award of contract. Also furnish & provide self declaration regarding point no. 9 to DMS.
21. The vehicles will be used within the territory of Delhi and NCR.
22. **Other Charges:** Toll Tax and parking charges, if any will be reimbursed on production of valid receipt certificate verified by using officer.
23. **SHORT CLOSE OF CONTRACT:** The contract can be short closed by giving a notice period of 07 days in the 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.
24. **Alteration of Terms and conditions:** - General Manager, Delhi Milk Scheme reserves the right to add/modify any terms 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.

25. **Jurisdiction:-** All disputes arising out of or raised on this contract shall be subject to the jurisdiction of court of Union of India/Territory of Delhi.
26. **Arbitration :-** All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever except where it is specifically stated the decision of General Manager, DMS shall be final and binding and will be referred to the sole arbitrator. The award of the arbitrator so nominated shall be final and binding on the parties to the Agreement.
27. **Past Performance:** Bidders whose performances have not been satisfactory in the past will not be eligible to participate in this tender.
28. **Submission of documents by bidders on GeM Portal against above E-Tender**
- (i) Scan copy of requisite EMD or exemption certificate etc. should be uploaded in (.pdf) in technical bid offer.
  - (ii) Scan copy of all documents as per terms & condition of Tender i.e. proof of eligibility criteria like Experience Certificate, Number of Cars/Taxis in name of proprietor/firm, Financial Turnover Certificate, GST Certificate and Pan Card are to be uploaded in (.pdf) in technical bid offer.
  - (iii) Rates are 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.
12. **Buyer Added Bid Specific ATC**
- Buyer uploaded ATC document [Click here to view the file.](#)
13. **Buyer Added Bid Specific Scope Of Work(SOW)**
- File Attachment [Click here to view the file.](#)
14. **Buyer Added Bid Specific SLA**
- File Attachment [Click here to view the file.](#)
15. **Past Project Experience**
- Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and

resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. 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 catalogs 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 within 4 days of bid publication on GeM. 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

**---Thank You/धन्यवाद---**

## **BUYER ADDED ATC**

1. **Description of Job :** Outsourcing the services of Three Taxies with A/C Model 01<sup>st</sup> January 2022 & above, (Any 'B' segment car) round the clock i.e on 24 Hours basis.
2. **Earnest Money Deposit (EMD):** MSE and Startup Enterprises are exempted from depositing EMD. Further, other firms have to deposit EMD of Rs.1,00,000/- in form of Demand Draft/Pay Order along with tender in favour of General Manager, Delhi Milk Scheme.
3. **Period of Contract:** The contract for outsourcing the above job shall be awarded initially for the period of two years which can be extended for further period of six months depending upon the satisfactory performance and at the sole discretion of General Manager. However the contract for outsourcing the services of above 03 taxies may be cancelled/terminated any time by General Manager, DMS on the breach of terms & conditions of the contract by the selected bidder/party, in the event of handing over the O&M of DMS to any external agency, termination of present MoU for 3P agreement of manufacturing and packing of DMS milk and milk products with Haryana State Dairy Federation and/ or 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.
4. **Security deposit:** The transporter shall have 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.
5. **Eligibility Criteria for the bidders:-**
  - (a) The bidder should have an experience of minimum 5 years for providing the services of hiring of taxies to Government Originations/Semi Government Originations/CPSUs/Private Limited companies. Further, the bidder should also have minimum 3 successful completed contracts/jobs with above mentioned organization within the last 5 years, failing which the offer of parties shall not be considered eligible for above tender. The bidders may submit the copy of contract/job orders/job completion certificates issued from above organizations to proof their eligibility for this tender. The ongoing contracts/job orders of the parties shall also be considered as successful contract for considering the minimum 3 successful completed contracts.
  - (b) The bidder should have a fleet of minimum 08 Cars (Any 'B' segment car) in the name of proprietor/firm, failing which their offer shall not be considered and accepted.
  - (c) Financial Turnover: The bidder should have an average annual turnover of last three years of Rs.50,00,000-00 (Rs. Fifty Lac Only), failing which their bid shall not be considered.
  - (d) The bidders having valid MSE/Startup Certificate issued from concerned Departments shall be exempted from the financial turnover mentioned at sub para (c) above. However they are not exempted from the experience and eligibility criteria mentioned at sub para (a) and (b) above.
6. **Documents required with Tender:** The tenderer may submit the photocopy of following documents to show the eligibility along with their offer. Original documents may be produced for verification on demand.
  - a) The copy of contract order/job orders/job completion certificates issued from Government Originations/Semi Government Originations/CPSUs/Private Limited companies to provide the proof of providing the services of hiring of taxies to above originations for period of minimum 5 years with three successful completed contracts as mentioned at para 5 (a) above.
  - b) The copy of documents (like RC etc.) to proof for having a fleet of minimum 08 Cars (Any 'B' segment car) in the name of proprietor/firm of the bidder.
  - c) The copy of financial turnover/documents/returns of last 3 financial years (in a row) duly verified by Chartered Accountant to substantiate their eligibility in accordance to financial turnover. The bidders having valid MSE/Startup Certificate issued from concerned Departments shall be exempted from uploading above financial turnover.
  - d) Copy of Goods Service Tax Registration Certificate, if applicable.
  - e) Photo copy of PAN Card.

7. **Running time and kilometers of hired taxis:** All three taxis will be available for duty in DMS premises for 24 hours basis and ply as per the directions of STO/TI on duty. The running time of all the taxis provided to DMS will be for 24 hours per day for 2400 Km per taxi (Full 30 days including Sunday & Gazetted Holidays) per month. These charges shall be paid even if the vehicles has not been used on any day of that particular month. In case of the uses of any taxi beyond 2400 KM per month, a fixed rate @ Rs. 22/- per km shall be paid to the bidder for each taxis crossing the monthly limit of 2400 km. To provision the billing of additional km and/or fuel hike charges, the tender will have the option clause to increase the value of above services by 25%. The taxis shall also be used on Saturday, Sunday & Gazetted Holidays and during day and night as per requirement of DMS. Taxi shall be parked in Garage of Transport Section inside the DMS Premises.
8. **Deployment of Additional Taxis Over and above the hired three taxis:-** In case of any operational/administrative/urgent requirement of the organization, DMS may required to deploy additional taxis on any particular day/days over and above the hired 03 taxis. Under above circumstances, Senior Transport Officer may ask the transporter/contractor to provide additional number of taxis after taking prior approval from competent authority/GM,DMS on the same rates , terms & conditions of the above three hired taxis with exemption to ply beyond Delhi NCR region. Any other charges including state taxes, toll etc. incurred by such additional deployed taxis beyond Delhi NCR region shall be paid as per the clause mentioned at para 20 below. Such additional expenditure shall also be covered under the option clause of the contract.
9. **Duty Hours & Minimum Wages to Drivers:-** Since all the 03 taxis is to be deployed for 24 hours basis in DMS, the contractor has to ensure for deploying suitable/sufficient number of drivers as per duty hours defined to deploy drivers as per Factory Act/existing labour rules of Govt. of NCT Delhi to the drivers. It is mandatory for the transporter/contractor to pay minimum wages to drivers engaged by them along with other benefits defined in the existing labour rules of Govt. of NCT Delhi to the drivers.
10. **Fuel Hike:** Fuel Hike i.e. the increase in rate of CNG hike shall also be given on prorated basis. Basis for calculation of rates for payment of increase rates of CNG @ Rs 01 per kg will be as under:-  

$\frac{\text{"Increase X 2400 KM or Actual Travel in KM}}{\text{Assured average of vehicle}}$	$\frac{=Rs.1 \times 2400 \text{ KM or Actual Travel in KM}}{15 \text{ KM per kg}}$
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\*=Rs.160 per month or calculation on actual distance basis whichever is less.

If Any increase in fractions below Rs.1/- will not to be considered and same shall be ignored. If the rates of CNG is decreased, the payment shall be made on prorated deduction basis as per above formula.

**Note:** Rate of CNG as on 'Bid end date' shall be applicable.
11. **Statutory/Mandatory requirement to be fulfilled by contractor:**
- i. Vehicle should be registered with transport authority and should have valid permit for commercial use/taxi purpose.
  - ii. The contractor is required to abide by all statutory requirements as per Law applicable during the operational period.
  - iii. The driver deputed with vehicle should be well behaved and posses valid driving license.
  - iv **Insurance :** The vehicles should be comprehensively insured against all risks during the period of contract. DMS shall not be responsible for any loss of life or injury to the driver or any third party.
12. **No claim for regular job:** The labours/workers engaged by contractor under this contract shall not have any claim or right for their engagement in Delhi Milk Scheme on regular basis or otherwise.
13. **Compensation:** In the event of an accident or mishap resulting in any disability, injury or death of employee engaged by party during the period of the contract the compensation, damage etc. are to be paid by contractor. DMS shall not be liable in any manner either monetarily or otherwise.
14. **Model of Vehicles:** The vehicles should be registered in the year 01<sup>st</sup> January 2022 or later and should be in road worthy condition.
15. **Penalty :** If the party fails to provide the taxi on any day, the alternative arrangement is to be made by the party failing which a penalty of Rs.2,000/- per day shall be recovered from the payable bills.
16. **Taxi Brake-down:** In the event of any fault/Breakdown of Taxis/vehicles hired by DMS, the contractor shall provide another vehicle immediately otherwise a penalty as stated above shall be imposed.
17. **Global Positioning System:** GPS should be installed in all Taxis for checking vehicle movements.

18. **Log Book:** A log book of each vehicle will be maintained by the concerned driver of the contractor and get signed from the officer using the vehicle on day to day basis Bills will be processed on production of the Photo-copy of the Log-book.
19. **Payment Terms:** The payment will be made on quarterly 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.
20. **Documents to be submitted after award of contract:** The transporter shall furnish the copy of Registration Certificate, Insurance certificate of the vehicles and Driving License to STO after award of contract. Also furnish & provide self declaration regarding point No. 9 to DMS.
21. The vehicles will be used within the territory of Delhi and NCR.
22. **Other Charges:** Toll Tax and parking charges, if any will be reimbursed on production of valid receipt certificate verified by using officer.
23. **SHORT CLOSE OF CONTRACT:** The contract can be short closed by giving a notice period of 07 days in the 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.
24. **Alteration of Terms and conditions:** - General Manager, Delhi Milk Scheme reserves the right to add/modify any terms 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.
25. **Jurisdiction:-** All disputes arising out of or raised on this contract shall be subject to the jurisdiction of court of Union of India/Territory of Delhi.
26. **Arbitration :-** All disputes and differences arising out of or any way touching or concerning this agreement whatsoever except where it is specifically stated the decision of General Manager, DMS shall be final and binding and will be refer to the sole arbitrator. The award of the arbitrator so nominated shall be final and binding on the parties to the Agreement.
27. **Past Performance:** Bidders whose performances have not been satisfactory in the past, will not be eligible to participate in this tender.
28. **Submission of documents by bidders on GeM Portal against above E-Tender:**
  - (i) Scan copy of requisite EMD or exemption certificate etc. should be uploaded in (.pdf) in technical bid offer.
  - (ii) Scan copy of all documents as per terms & condition of Tender i.e. proof of eligibility criteria like Experience Certificate, Number of Cars/Taxis in name of proprietor/firm, Financial Turnover Certificate, GST Certificate 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.