



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/6190029
Dated/दिनांक : 01-05-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-05-2025 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-05-2025 18:30:00
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	Goods Transportation service - Monthly Based Service - Outside state; Packed Milk; Refrigerated Truck
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)	40 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 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	36000000
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	400000

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 कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। 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।

(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 Scheme, Ministry of Fisheries Animal Husbandry Dairying

(Chinmoyjit Sen)

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

For transit insurance, determine the state of goods for insurance:As per ATC.

X number (up to 100%) of vehicles demanded should have been provided in the past year to government agencies:As per ATC.

X % (up to 100%) of vehicles demanded should have been provided in a single contract to a government agency in the past three years:As per ATC.

Minimum X years (up to 5 years) of experience in related field:As per ATC.

Geographic Presence in XX States:As per ATC.

X number (up to maximum number of vehicles demanded or 30, whichever is lesser) of drivers demanded should be on payroll of Service Provider:As per ATC.

X number (up to maximum number of vehicles demanded or 30, whichever is lesser) of fleet of vehicles demanded should owned by Service Provider:As per ATC.

Additional SLA:As per ATC.

Scope of Work:[1746094644.pdf](#)

Competent Authority approval for additional SLA:[1746098965.pdf](#)

Goods Transportation Service - Monthly Based Service - Outside State; Packed Milk; Refrigerated Truck (6)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Transport	Outside state
Nature of Goods	Packed Milk
Type of Truck	Refrigerated Truck
Size / Weight of vehicle	As per ATC
Usage Variant	As per ATC
Area of Operation	Plains
Addon(s)/एडऑन	
Loading	NA
Unloading	NA
Tracking System (GPS)	Yes
Transit Insurance	NA
Handling	NA

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 for regular basis	Additional Requirement/अतिरिक्त आवश्यकता
1	Pankaj Kumar	110008,Delhi Milk Scheme, West Patel Nagar, New Delhi	6	<ul style="list-style-type: none">• Tracking System (GPS) : 6• Total No. of Trucks required – On call basis (If not required please input 0) : 0• Estimated Number of Trips during contract Period : 4380• Duration in months (for the trucks required on call basis) : 0• Duration in months (For Regular basis) : 24

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. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. 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.

4. 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.

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

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

7. 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.

8. 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.

9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The contract shall be governed with the terms & conditions mentioned in ATC and other conditions of GeM Portal. In case of any conflict between terms & conditions of GeM Portal and ATC, the terms & conditions mentioned in ATC shall prevail.

Buyer added ATC is uploaded in (.pdf) in Buyer Added Bid Specific ATC at para 10 of this bid and at Buyer added Bid Specific Scope of Work at para 11 of this bid and Buyer may refer the same for ensuring terms & conditions of ATC. However, for ease of bidders, a copy of ATC is also mentioned below:-

1. Description of Job: - To Transport Packed Liquid Milk and Milk Products in crates (10/12 ltr. per crate) from Ballabgarh Co-operative Milk Producers Union Ltd. of Haryana Dairy Development Cooperative Federation Limited (HDDCFL) situated at Ballabgarh, Haryana to DMS Central Dairy at West Patel Nagar, New Delhi- 110008 (distance approx. 50km one side) by refrigerated vehicles and to carry empty milk crates without refrigeration (on return trip AC shall be switched off) from DMS to Milk Union Ballabgarh during return trip on daily basis. Packed milk & milk products will be loaded by DMS Staff in refrigerated vehicles and the packed milk & milk products in crates are to be delivered at DMS premises which will be unloaded by DMS Staff from above refrigerated vehicles in insulated/refrigerated vehicles of Zonal Distributors as per Zonal demand received through ERP system of DMS. Capacity of each refrigerated vehicle must be more than 09 Tonnes and should have about 1000 crates carrying

capacity. In addition to above, if required, the above vehicles can be used on other milk unions of HDDCF and other places like wise Karnal Dairy, Sirsa Milk Plant and Rohtak Milk Plant etc. for transportation of packed Milk & Products. The number of Refrigerated Vehicles to be deployed for above purpose may be maximum upto 06 numbers on daily basis. However less numbers of Refrigerated vehicles (i.e. less than 06 in numbers) can be deployed during entire contract period as the picking up locations of milk and milk products of DMS by distributors may be divided into 02 places i.e. DMS docket and milk plant Ballabgarh in future. Accordingly, the actual expenditure and numbers of Refrigerated Vehicles may be less than 06 in numbers depending upon actual field level requirement. The payment will be made as per number of refrigerated vehicles actually deployed in DMS for above purpose on daily basis as per requirement.

2. Number of Vehicle Requirement: - The presently, 06 Nos. (Six Numbers) of refrigerated vehicles are required. However, less numbers of Refrigerated vehicles (i.e. less than 06 in numbers) can be deployed during entire contract period as the picking up locations of milk and milk products of DMS by distributors may be divided into 02 places i.e. DMS docket and milk plant Ballabgarh in future. Accordingly, the actual expenditure and numbers of Refrigerated Vehicles may be less than 06 in numbers depending upon actual field level requirement.

3. 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, number available of Refrigerated Vehicle name of firm/owner & Financial Turnover, Copy of PAN Card & Adhar Card, EMD or EMD exemption certificate, Contractor's letter head showing the Nos. of vehicle offered by bidder etc and other technical details 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 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 vehicle on per KM basis (both side) may be offered in (.xls) of financial bid/price bid. Further, Price Breakup of quoted rate also be provided on your letter head in (.pdf) of price bid on GeM-Portal.

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

4. Eligibility Criteria of the tender:- The tenderer/bidder may submit the photocopy of following documents to ascertain the eligibility. Original may be produced for verification on demand.

(i) Experience: Firms should have minimum 02 years experience of providing refrigerated vans for transportation of such Products. Experience Certificate may be enclosed.

(ii) Number of available fleet of Refrigerated Vehicles:- The participating bidder must be having at least 06 in numbers of Refrigerated Vehicles already available in the name of his firm and/or in the name of owner of the firm in Registration Certificate for Refrigerated Vehicles.

(iii) Financial Turnover: Bidder should have average financial turnover of 03 years as specified in the GeM bid.

(iv) Other documents required with tender: The tenderer/ bidder may submit the copy of PAN card and Adhar Card along with tender.

Note:- MSE and start-up are not exempted from eligibility criteria of experience, it being a tender for specialized services. However they are exempted from the eligibility criteria of financial turnover. However they will be given price preference as per Govt. Policy.

5. Rate:-Rate (inclusive of GST and other all taxes/charges) of Refrigerated vehicle may be quoted/offered on per km basis (both side) in price bid at appropriate place of GeM Portal for Transport of Milk and Milk Products from Ballabgarh Dairy (Haryana) to DMS Premises on daily basis. Further, Price breakup of the quoted rates may be uploaded on your letter head in (.pdf) of financial/price bid at appropriate place on GeM-Portal. There should not be any cutting/overwriting in rates/offer. It is the responsibility of transporter/contractor to timely pay/deposit the GST amount to concerned authority. The refrigerated facility will be included in transferring packed milk and milk products from Ballabgarh plant to DMS premises and no refrigeration required while transferring DMS empties/packages/packaging material etc to Ballabgarh plant from DMS premises.

6. Earnest Money Deposit (EMD):- Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Public Procurement Commission or the concerned Ministry or Department or Start-ups as recognised by Department for Promotion of Industry Internal Trade (DPIIT) are exempted from depositing EMD. Proof of Registration as MSE/Start-up may be enclosed for exemption of EMD.

Further the other firms has to deposited EMD as specified in GeM bid in form of demand draft/pay order DR along with technical bid in favour of General Manager, Delhi Milk Scheme. Scan copy of the same may be attached/enclosed along with e-tender with technical bid. Hard copy of EMD may be submitted to the buyer within working days of bid opening, failing which the bid may be treated as incomplete and may lead to rejection of the bid by buyer without making any reference to seller. Tender offer (Technical bid) without uploading scan copy EMD exemption certificate shall not be considered.

7. 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 form of DD/PO/FDR in favour of General Manager, DMS, failing which the contract may be cancelled. The Security Deposit shall be refunded after successfully completion of the contract period and on submission of a "No demand certificate. No interest on security shall be paid by DMS.

8. Period of contract:

- (i) The contract for outsourcing of vehicles shall be awarded initially for the period of (02) two years. Based on the satisfactory performance of the party, Contract may be further extended for three months under extension clause of GeM bid.
- (ii) However, General Manager, DMS may cancel/terminate the above contract at any time under the following conditions mentioned 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 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.

9. Payments Terms:-The payments shall be made on fortnightly basis duly certified by the Indenting/Concern designated officer. Due payment to the transporter will be made as per GeM guidelines on receipt of bills by the Indenting/User/ Concern designated officer. The payment will be made as per number of refrigerated vehicles actually deployed in DMS for above purpose on daily basis as per requirement.

10. Specifications of Refrigerated Vehicles

Description	Technical Parameters
Application	A refrigerated vehicle comprises of an insulated container body and a refrigerated 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.
Body Parameters	
Structure	The Body comprises of outer and inner panels and an insulating material, the outer and inner panels should be of CR sheet/stainless steel. The insulated material should be Poly Urethane Foam (PUF) having minimum density of 30 Kg/cub. Meter and minimum 100 mm thick. Load bearing column should be of HR steel as per IS 1079 having pressed formed sections. Proper lightening should be provided inside the cabin and thermal insulated container. No fluorescent tube should be used for lightening purpose.
Outer panel - roof and side walls	Minimum 1 mm CR sheet bonded with insulation

Inner panel - side wall and ceiling	Minimum 0.3 mm stainless steel bonded with minimum 6mm marine grade ply wood. All joints should be sealed with good quality sealants and fastened with SS screws.
Floor	Bottom most sheet should be minimum 0.6 mm GP sheet bonded with insulation. Upper layer should be of 12 mm (minimum) ply wood and top most layer of minimum 2 mm aluminum checkered plate.
Door	Two leaves with outer and inner panels and insulation matching with box. It should be completely air sealed with FRP section and suitable EPDM rubber profile.
Door opening angle	Minimum 270°
Foam density	Minimum PUF 30 Kg/m ³
Thickness of insulation	Minimum 100 mm for side walls and 120 mm for roof and floor
Insulation thermal conductivity	Maximum 0.025 W/m ² K
Hold Over Time	The container should hold the inside temperature at least for eight hrs at the ambient temperature of 45°C when it is not opened.
Refrigeration unit	
Unit installation	The refrigeration unit is installed on the body above the cabin of the vehicle and gives a range of temperatures. The unit should be powered by self-propelled truck engine. It should have suitable sized compressor, evaporator and control switches along with voltage stabilizer.
Temperature	The temperature variation is from +3 deg Celsius to + 1 deg Celsius
Temperature recording	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. It should be an alarm system and as soon as the Milk & Milk product temperature crosses the safe range alarm alerts the handlers.

Testing requirement	
Air tightness test	This test should be carried out after all the structural tests have been completed and prior to the heat leakage test. The temperatures inside and outside the thermal container shall be stabilized within 3K of each other and shall be both be within the range 288 K to 298K.

Heat Leakage test	Heat leakage test should be determining the heat leakage of the thermal container shall be taken for a continuous period of not less than 8hrs, during which the following conditions shall be satisfied: a) The test shall be performed with a mean wall temperature chosen between 288 K and 298 K. b) A thermal mapping should be conducted for the Milk product storage chamber and the max. Temp. difference between the warmest and the coldest inside points at any one time should not be more than 1deg.C
Certificates of testing	All above mentioned test should be conducted through an approved laboratory by the Government of India and the equipment should be supplied along with the test certificates

- (i) **CONSIGNMENT LOST IN TRANSIT:** when a consignment is lost in transit and not delivered to the consignee within a reasonable period of time, the responsibility for loss of such consignment would entirely lie on the transport carrier. The value of such loss to the DMS, shall be entirely payable by the transport carrier and shall be recorded out of the pending freight bills of the carrier or through any other legal means. In other words, carriers would be fully responsible to make good such loss to the DMS.
- (ii) When required by the DMS, the refrigerated vans must be available with the requisite crew and in running condition and with all equipment functioning as per specifications.
- (iii) Penalty shall be imposed as decided by the DMS Management for delay in lifting/delivery at the destination beyond the reasonable time limit.
- (iv) Cost of material shall be recovered from the pending dues in case of damage/pilferage/theft.
- (v) Payment shall be released within stipulated time period as specified by GeM after generation of bill on GeM portal along with required documents.
- (vi) The rate quoted should be based upon prevailing diesel price/CNG applicable and shall be revised on price basis as and when the same is revised by the appropriate authority.
- (vii) No Detention charges shall be paid at any cost.
- (viii) Driver should possess valid HMV driving license, PUC certificates at all the time and can be checked within DMS Dairy or while in transit.
- (ix) Necessary deductions towards income-tax / T.D.S. or service tax etc. shall be made from your payment as per provisions of the Acts in force from time to time.
- (x) Vehicle should be available at either of the two plants on 24X7 basis with driver.
- (xi) DMS will not be responsible for compliance of any kind of legal, statutory obligations for the staffs engaged by the transporter.
- (xii) No overloading penalty will be paid from the DMS for any stipulated capacity of vehicle mentioned in the firm's bid.
- (xiii) The vehicle used by the transporter to transport milk and milk products should comply with the MV act. In case of any kind of fine the amount shall be borne by the transporter.
- (xiv) If the service of the transporter is found not satisfactory and violating any of the terms and conditions of the contract, the DMS reserves the right to terminate his/her contract without any notice. Due to any reason if the services of the transporter is no more required then DMS will not be liable to pay any kind of demurrage to the Transporter.

for the respective day or for the stipulated time period.

This is completely a commercial contract, not for recruitment. No employee-employer relationship will be maintained between the transporter and the DMS. In addition to this the transporter has to follow the terms and conditions of the contract apart from this any instruction issued by the DMS will be followed by the Transporter.

- (xvi) (xvi) If the Ballabgarh dairy plant is required to be closed under any circumstances like shortage of power, electricity, lock-out or any natural calamity and if the transportation service gets interrupted, the DMS will not be liable to compensate any demurrage to the transporter.
- (xvii) The transporter will not carry any other items/goods than the materials provided by the DMS. If so, a suitable penalty will be imposed to the transporter without assigning any reason, for each time.
- (xviii) If it is found that transporter /any staff of the transporter is involved /engaged in any kind of illegal activities a legal action will be taken accordingly and if any transporter /staff of the transporter misbehave with any official of the DMS/Ballabgarh Dairy, then the particular staff will have to be dismissed immediately.
- (xix) If the transporter quits the job during the contract period, the demurrage cost due to this, will be collected from the transporter and the security money will be forfeited and a suitable penalty will be imposed.
- (xx) The transporter will provide standby vehicles in the event of any breakdown. After accepting the contract, if the transporter fails to engage the vehicle according to the work order, his/her security deposit will be forfeited and he/she will not be able to participate in any kind of tender for three years.
- (xxi) The transporter will be liable to submit all the necessary valid documents related to the vehicle such as legal permit, token, vehicle insurance, fitness certificate etc of the vehicle before engaging the vehicle.
- (xxii) No appeal for enhancement of rate will be entertained during the contract period. Due to any reason if the transport service is stopped or paused, the transporter has to pay the total transportation cost for any alternative arrangement made by the DMS and the security amount will be forfeited and suitable compensation will be imposed.
- (xxiii) The time table, for placing the vehicle to dock area at Ballabgarh Haryana for loading /unloading of milk and milk products and for dispatching to the said route, shall be finally decided by DMS and the transporter is bound to follow the instruction / time table.
- (xxiv) If required, the transporter will be liable to transport milk and milk products of other routes according to the approved and stipulated timetable provided by Distribution Section, DMS and at the time of carrying milk and milk products if any damage occurs, the transporter will be liable. In this case the approved rate of that route / type of vehicle will be considered.
- (xxv) The transporter will be fully responsible for any demurrage of milk and milk products for negligence to arrange the alternative vehicle or any other negligence from the end of the transporter or his/her staff. The demurrage penalty amount will be decided by the DMS and it will be deducted from the monthly bill of the transporter.
- (xxvi) During the transit the transporter shall not carry any passenger or any other materials without permission of DMS. If the transporter or his/her staff is associated with any illegal activities or any accidents, DMS will not be responsible morally/legally regarding the aforesaid matters.
- (xxvii) The transporter shall have to maintain one reserved space in the transporting vehicle for one of the official of DMS and in case of any accident, the rules of Motor Vehicles (MV) act will be followed.
- (xxviii) If the engaged vehicle of the transporter is unable to supply milk and milk products due to any reason whatsoever then the transporter has to arrange an alternative vehicle to continue the transport service. If he fails to do so he will be liable to pay the amount of extra expenditure incurred by the DMS in arranging such alternate vehicle along with penalty as fixed by the DMS. The corresponding amount along with penalty, if any, will be deducted from the bill of the transporter.

If the service of the transporter is not found satisfactory or it is adverse to the interest of the DMS then the DMS may terminate the contract at any point of time, without assigning any reason. On termination of the contract the Security Deposit shall be forfeited and the transporter shall be blacklisted for 3 years and no claim in this regard shall be entertained.

- (xxx) **Transportation of Empty crates:** Transporters are required to carry the empty crates/other Milk Product

m DMS to Milk Union Ballabgarh on daily basis during their return trip.

- (xxxi) Only sealed Refrigerated vehicle will be allowed to operate. Security of each Refrigerated vehicle will be done by DMS staff responsible.
- (xxxii) De-sealing of Refrigerated vehicle will be done in DMS, C.D. by DMS staff.
- (xxxiii) Temperature mentioned in the GeM tender shall be strictly be maintained.
- (xxxiv) During transit if FSSAI/Any Govt. Authority stopes/checks the vehicle and temperature of packed milk & Milk Products inside the van/vehicle is found beyond what has been prescribed then the penalty/legal case if any shall be the responsibility of Refrigerated van/vehicle provider.
- (xxxv) Tempering of pouches inside the Refrigerated van/vehicle in transit shall be the sole responsibility of the party.

- 11. Insulation:** Transporter must provide stipulated capacity suitably refrigerated vehicle within a period of 15 days from the date of allotment of A/T or job order. The vehicles should be registered in the year 2022 (EURO Model) or later for Diesel vehicle and year 2022 Model or later for CNG vehicle.
- 12. Deployment of Vehicle/Requirement:** Successful bidder/transporter shall arrange and provide vehicle within 15 days from award of Job order or A/T. Number of vehicle may further decrease/ increase in future depending upon the requirement of DMS.
- 13.** 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 of Haryana or any other statutory agencies from time to time.
- 14. Price Variation:-** Diesel Rate of Rs. 87.67/ per litre and Mileage of vehicle 5km/Litre and CNG Price of Rs. 6.09/kg and Mileage 5.5 km/kg as on **28.04.2025**. However, the revised rate of Diesel and CNG shall be applicable on opening date of tender (a) Any Increase/decrease in rates of Diesel and CNG (Compressed Natural Gas) will be payable/recoverable proportionately every time, whenever there is an increase/decrease in the price of Diesel and CNG by Government. This increase/decrease will be automatically payable/recoverable from the date of increase/decrease by AO (Store payment). The proportionate increase/decrease on per Rupee increase/decrease in Diesel and CNG rate will be allowed considering the distance of Diesel Vehicle 5.00 KM covered on consumption of one Litre and CNG Vehicle 5.5 KM covered on consumption of one kg of CNG for refrigerated vehicle carrying capacity of 09 tonnes load capacity Litres on the following formula as given in the table:-

Example for Diesel Vehicle 100 KM: $\frac{\text{Rs } 1 \times 100 \text{ KM}}{5 \text{ KM}}$ =Rs. 20/-	Example for CNG Vehicle 100 KM: $\frac{\text{Rs } 1 \times 100 \text{ KM}}{5.5 \text{ KM}}$ =Rs. 18.18/-
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Further, the above formula will be applicable in proportion for increase/decrease in rate of Diesel and 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 Diesel and CNG hike shall be made on the 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 to at 11:30 PM at Ballabgarh Dairy Plant on all 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 (District) or his representative. The timing may be changed/ vary as per DMS's requirements and transporters are to adhere to the changed timing of DMS.
- 16. Excess Quantity:** Transporter is bound to carry the 10% excess quantity of crates on awarded rate, price and condition without claiming any extra payment. However, Transporter may carry additional quantity of packed milk & milk products as per their capacity.
- 17. Penalties:-**
 - 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 charged and same shall be recovered from his pending bill.

/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. payments shall be adjusted in payments bills.

- ii.) Late arrival of Vehicles for deployment beyond 30 Minutes will be penalized and 10% of the Hiring charges 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.
- iii.) 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.
- iv.) Physical Condition of the vehicle should be good, which committee of DMS team security + transport distribution would check regularly or any committee formed by DMS officials. In case of unsatisfactory condition Rs.2000/- per day/per vehicle would be penalized till it becomes satisfactory.
- v.) If the vehicle is found without proper refrigerated, a penalty of Rs.5000/- will be charged per day.

18. Behaviour & Manners:-The contractor's behaviour should be very cordial and helpful with the customers/Distributor Milk Union and DMS Staff. In case any misconduct or misdeed is reported and confirmed, agreement can be terminated by giving ten days notice.

19. 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.

- i.) 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.
- ii.) 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.
- iii.) **Painting:** The contractor providing the vehicles shall paint the vans as per the condition of transport department and keep the vehicle in proper shape. He will also ensure Annual Painting of the Van.
- iv.) **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.
- v.) **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.
- vi.) No transportation/handling loss will be allowed.
- vii.) 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.
- viii.) 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.
- ix.) **Impounding of Vehicles :** The vehicles of the contractor can be impounded in case of any mismanagement or any breach of the terms and conditions of the contract or any default or un-lawful activity by the contractor/his staff, with the orders of General Manager, Delhi Milk Scheme.
- x.) **Additional Services:-** The Additional Service of the vehicles of the contractor can also be utilized for other activities such as for transportation of SMP/Butter Oil/White Butter other activities within the DMS/NCR at the same rates, terms and conditions. The contractor should arrange vehicles as and when required during the period of the contract.
- xi.) **Under Carriage by Road Act 2007-**The transporter has to abide by the under carriage by road Act-2007.

20. General Legal Points:-

- (a) The contractor shall be solely and exclusively liable for the payment of any and all taxes hereafter imposed, increased or modified from time to time and all Income Tax, Service Tax, now in force and hereafter increased, and all contributions and taxes for un-employment compensation, insurance and gratuity pensions or annuities now or hereafter imposed by the Government shall be covered by the wages, salaries or other compensation paid to person employed by the contractor.
- (b) The Contractor shall exclusively be liable and responsible for his Employee's wages PF, Bonus, Medical, Uniforms and full compliance in their respect with all statutory laws, rules and regulations as applicable to them.

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

ability to the bidders.

22. Short Close of Contract:(i) On breach of any terms and conditions, 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) The contract can be short closed under following conditions:-

a) in the event of handing over the O&M of DMS to any external agency,

b) termination of present MoU for 3P agreement of manufacturing and packing of DMS milk and milk products with Haryana State Dairy Federation and/ or

c) 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.

23. Alteration of Terms and Conditions:-General Manager, Delhi Milk Scheme reserves the right to 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.

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

(i) Scan 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) Scan 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 of offer.

(iii) Rates is to be quoted in price bid offer only. Rates (with price breakup) may also be uploaded in (.pdf) in price 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.

10. Buyer Added Bid Specific ATC

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

11. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

12. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

13. Service & Support

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

14. Service & Support

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

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.

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---

1. Description of Job: - To Transport Packed Liquid Milk and Milk Products in crates (10/12 ltr. per crate) from Ballabgarh Co-operative Milk Producers Union Ltd. of Haryana Dairy Development Cooperative Federation Limited (HDDCFL) situated at Ballabgarh, Haryana to DMS Central Dairy at West Patel Nagar, New Delhi- 110008 (Distance approx. 50km one side) by refrigerated vehicles and to carry empty milk crates without refrigeration(while return trip AC shall be switched off) from DMS to Milk Union Ballabgarh during return trip on daily basis. Packed milk & milk products will be loaded by DMS Staff in refrigerated vehicles and the packed milk & milk products in crates are to be delivered at DMS premises which will be unloaded by DMS Staff from above refrigerated vehicles to the insulated/refrigerated vehicles of Zonal Distributors as per Zonal demand received through ERP system of DMS. Capacity of each refrigerated vehicle must be more than 09 Tonnes and should have about 1000 crates carrying capacity. In addition to above, if required, the above vehicles can be used on other milk unions of HDDCF and other places like wise Karnal Dairy, Sirsa Milk Plant and Rohtak Milk Plant etc. for transportation of packed Milk & Milk Products. The number of Refrigerated Vehicles to be deployed for above purpose may be maximum upto 06 in numbers on daily basis. However less numbers of Refrigerated vehicles (i.e. less than 06 in numbers) can be deployed during entire contract period as the picking up locations of milk and milk products of DMS by distributors may be divided into 02 places i.e. DMS docket and milk plant Ballabgarh in future. Accordingly, the actual expenditure and numbers of Refrigerated Vehicles may be less than 06 in numbers depending upon actual field level requirement. The payment will be made as per number of refrigerated vehicles actually deployed in DMS for above purpose on daily basis as per requirement.

2. Number of Vehicle Requirement: - The presently, 06 Nos. (Six Numbers) of refrigerated vehicle are required. However, less numbers of Refrigerated vehicles (i.e. less than 06 in numbers) can be deployed during entire contract period as the picking up locations of milk and milk products of DMS by distributors may be divided into 02 places i.e. DMS docket and milk plant Ballabgarh in future. Accordingly, the actual expenditure and numbers of Refrigerated Vehicles may be less than 06 in numbers depending upon actual field level requirement.

3. 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, number available of Refrigerated Vehicles in name of firm/owner & Financial Turnover, Copy of PAN Card & Adhar Card, EMD or EMD exemption certificate, Contractor's letter head showing the Nos. of vehicle offered by bidder etc 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 vehicle on per KM basis (both side) may be offered in (.xls) of financial bid/price bid. Further, Price Breakup of quoted rate may also be provided on your letter head in (.pdf) of price bid on GeM-Portal.

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

4. Eligibility Criteria of the tender:- The tenderer/bidder may submit the photocopy of following documents to ascertain the eligibility. Original may be produced for verification on demand.

(i) Experience: Firms should have minimum 02 years experience of providing refrigerated vans for transportation of such Products. Experience Certificate may be enclosed.

(ii) Number of available fleet of Refrigerated Vehicles:- The participating bidder must be having at least 06 in numbers of Refrigerated Vehicles already available in the name of his firm and/or in the name of owner of the firm in Registration Certificate for Refrigerated Vehicles.

(iii) Financial Turnover: Bidder should have average financial turnover of 03 years as specified in the GeM bid.

(iv) Other documents required with tender: The tenderer/ bidder may submit the copy of PAN card and Adhaar Card along with tender.

Contd.2/-

Note:- MSE and start-up are not exempted from eligibility criteria of experience, it being a tender for specialized services. However they are exempted from the eligibility criteria of financial turnover. However they will be given price preference as per Govt. Policy.

5. Rate:-Rate (inclusive of GST and other all taxes/charges) of Refrigerated vehicle may be quoted/offered on per km basis (both side) in price bid at appropriate place of GeM Portal for Transport of Milk and Milk Products from Ballabgarh Dairy (Haryana) to DMS Premises on daily basis. Further, Price breakup of the quoted rates may be uploaded on your letter head in (.pdf) of financial/price bid at appropriate place on GeM-Portal. There should not be any cutting/overwriting in rates/offer. It is the responsibility of transporter/contractor to timely pay/deposit the GST amount to concerned authority. The refrigerated facility will be included in transferring packed milk and milk products from Ballabgarh plant to DMS premises and no refrigeration required while transferring DMS empty crates/packaging material etc to Ballabgarh plant from DMS premises.

6. Earnest Money Deposit (EMD):- Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Origination or the concerned Ministry or Department or Start-ups as recognised by Department for Promotion of Industry Internal Trade (DPIIT) are exempted from depositing EMD. Proof of Registration as MSE/Start -up may be enclosed for exemption of EMD.

Further the other firms has to deposited EMD as specified in GeM bid in form of demand draft/pay order/FDR along with technical bid in favour of General Manager, Delhi Milk Scheme. Scan copy of the same may be uploaded/enclosed along with e-tender with technical bid. Hard copy of EMD may be submitted to the buyer within 05 working days of bid opening, failing which the bid may be treated as incomplete and may lead to rejection of the bid by buyer without making any reference to seller. Tender offer (Technical bid) without uploading scan copy EMD or exemption certificate shall not be considered.

7. 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 successfully completion of the contract period and on submission of a "No demand certificate. No interest on security shall be paid by DMS.

8. Period of contract:

- (i) The contract for outsourcing of vehicles shall be awarded initially for the period of (02) years. Basis on the satisfactory performance of the party, Contract may be further extended for three 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 mentioned 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.

9. Payments Terms:-The payments shall be made on fortnightly basis duly certified by the Indenting/User/ Concern designated officer. Due payment to the transporter will be made as per GeM guidelines on receipt of the bills by the Indenting/User/ Concern designated officer. The payment will be made as per number of refrigerated vehicles actually deployed in DMS for above purpose on daily basis as per requirement.

10. Specifications of Refrigerated Vehicles

Description	Technical Parameters
Application	A refrigerated vehicle comprises of an insulated container body and a refrigerated 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.
Body Parameters	
Structure	The Body comprises of outer and inner panels and an insulating material, the outer and inner panels should be of CR sheet/stainless steel. The insulated material should be Poly Urethane Foam (PUF) having minimum density of 30 Kg/cub. Meter and minimum 100 mm thick. Load bearing column should be of HR steel as per IS 1079 having pressed formed sections. Proper lightening should be provided inside the cabin and thermal insulated container. No fluorescent tube should used for lightening purpose.
Outer panel – roof and side walls	Minimum 1 mm CR sheet bonded with insulation
Inner panel – side wall and ceiling	Minimum 0.3 mm stainless steel bonded with minimum 6mm marine grade ply wood. All joints should be sealed with good quality sealants and fastened with SS screws.
Floor	Bottom most sheet should be minimum 0.6 mm GP sheet bonded with insulation. Upper layer should be of 12 mm (minimum) ply wood and top most layer of minimum 2 mm aluminum checkered plate.
Door	Two leaves with outer and inner panels and insulation matching with box. It should be completely air sealed with FRP section and suitable EPDM rubber profile.
Door opening angle	Minimum 270°
Foam density	Minimum PUF 30 Kg/m ³
Thickness of insulation	Minimum 100 mm for side walls and 120 mm for roof and floor
Insulation thermal conductivity	Maximum 0.02 5w/m ² K
Hold Over Time	The container should hold the inside temperature at least for eight hrs at the ambient temperature of 45° C when it is not opened.
Refrigeration unit	
Unit installation	The refrigeration unit is installed on the body above the cabin of the vehicle and gives a range of temperatures. The unit should be powered by self-propelled truck engine. It should have suitable sized compressor, evaporator and control switches along with voltage stabilizer.
Temperature	The temperature variation is from +3 deg Celsius to + 1 deg Celsius
Temperature recording	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. It should be an alarm system and as soon as the Milk & Milk product temperature crosses the safe range alarm alerts the handlers.

Contd.4/-

Testing requirement	
Air tightness test	This test should be carried out after all the structural tests have been completed and prior to the heat leakage test. The temperatures inside and outside the thermal container shall be stabilized within 3K of each other and shall be both be within the range 288 K to 298K.
Heat Leakage test	Heat leakage test should be determining the heat leakage of the thermal container shall be taken for a continuous period of not less than 8hrs, during which the following conditions shall be satisfied: a) The test shall be performed with a mean wall temperature chosen between 288 K and 298 K. b) A thermal mapping should be conducted for the Milk product storage chamber and the max. Temp. difference between the warmest and the coldest inside points at any one time should not be more than 1deg.C
Certificates of testing	All above mentioned test should be conducted through an approved laboratory by the Government of India and the equipment should be supplied along with the test certificates

- (i) CONSIGNMENT LOST IN TRANSIT: when a consignment is lost in transit and not delivered to the consignee within a reasonable period of time, the responsibility for loss of such consignment would entirely lie on the transport carrier. The value of such loss to the DMS, shall be entirely payable by the transport carrier and shall be recovered out of the pending freight bills of the carrier or through any other legal means. In other words, carriers would be fully responsible to make good such loss to the DMS.
- (ii) When required by the DMS, the refrigerated vans must be available with the requisite crew and in running condition and with all equipment functioning as per specifications.
- (iii) Penalty shall be imposed as decided by the DMS Management for delay in lifting/delivery at the destination point beyond the reasonable time limit.
- (iv) Cost of material shall be recovered from the pending dues in case of damage/pilferage/theft.
- (v) Payment shall be released within stipulated time period as specified by GeM after generation of bill on GeM Portal along with required documents.
- (vi) The rate quoted should be based upon prevailing diesel price/CNG applicable and shall be revised on pro-rate basis as and when the same is revised by the appropriate authority.
- (vii) No Detention charges shall be paid at any cost.
- (viii) Driver should possess valid HMTV driving license, PUC certificates at all the time and can be checked within the DMS Dairy or while in transit.
- (ix) Necessary deductions towards income-tax / T.D.S. or service tax etc. shall be made from your payment as per provisions of the Acts in force from time to time.
- (x) Vehicle should be available at either of the two plants on 24X7 basis with driver.
- (xi) DMS will not be responsible for compliance of any kind of legal, statutory obligations for the staffs engaged by the transporter.
- (xii) No overloading penalty will be paid from the DMS for any stipulated capacity of vehicle mentioned in the financial bid.
- (xiii) The vehicle used by the transporter to transport milk and milk products should comply with the MV act. In case of any kind of fine the amount shall be borne by the transporter.
- (xiv) If the service of the transporter is found not satisfactory and violating any of the terms and conditions of the contract, the DMS reserves the right to terminate his/her contract without any notice. Due to any reason if the service of the transporter is no more required then DMS will not be liable to pay any kind of demurrage to the Transporter for the respective day or for the stipulated time period.

Contd.5/-

- (xv) This is completely a commercial contract, not for recruitment. No employee-employer relationship will be maintained between the transporter and the DMS. In addition to this the transporter has to follow the terms and conditions of the contract apart from this any instruction issued by the DMS will be followed by the Transporter.
- (xvi) If the Ballabgarh dairy plant is required to be closed under any circumstances like shortage of power, strike, lock-out or any natural calamity and if the transportation service gets interrupted, the DMS will not be liable to compensate any demurrage to the transporter.
- (xvii) The transporter will not carry any other items/goods than the materials provided by the DMS. If so, a suitable fine will be imposed to the transporter without assigning any reason, for each time.
- (xviii) If it is found that transporter /any staff of the transporter is involved /engaged in any kind of illegal activities then legal action will be taken accordingly and if any transporter /staff of the transporter misbehave with any officials of the DMS/Ballabgarh Dairy, then the particular staff will have to be dismissed immediately.
- (xix) If the transporter quits the job during the contract period, the demurrage cost due to this, will be collected from the transporter and the security money will be forfeited and a suitable penalty will be imposed.
- (xx) The transporter will provide standby vehicles in the event of any breakdown. After accepting the contract, if the transporter fails to engage the vehicle according to the work order, his/her security deposit will be forfeited and he/she will not be able to participate in any kind of tender for three years.
- (xxi) The transporter will be liable to submit all the necessary valid documents related to the vehicle such as legal permit, token, vehicle insurance, fitness certificate etc of the vehicle before engaging the vehicle.
- (xxii) No appeal for enhancement of rate will be entertained during the contract period. Due to any reason if the transport service is stopped or paused, the transporter has to pay the total transportation cost for any alternative arrangement made by the DMS and the security amount will be forfeited and suitable compensation will be imposed.
- (xxiii) The time table, for placing the vehicle to dock area at Ballabgarh Haryana for loading /unloading of milk and milk products and for dispatching to the said route, shall be finally decided by DMS and the transporter is bound to follow the instruction / time table.
- (xxiv) If required, the transporter will be liable to transport milk and milk products of other routes according to the challan and stipulated timetable provided by Distribution Section, DMS and at the time of carrying milk and milk products if any damage occurs, the transporter will be liable. In this case the approved rate of that route / type of vehicle will be considered.
- (xxv) The transporter will be fully responsible for any demurrage of milk and milk products for negligence to arrange the alternative vehicle or any other negligence from the end of the transporter or his/her stuff. The demurrage and penalty amount will be decided by the DMS and it will be deducted from the monthly bill of the transporter.
- (xxvi) During the transit the transporter shall not carry any passenger or any other materials without permission of DMS. If the transporter or his/her staff is associated with any illegal activities or any accidents, DMS will not be responsible morally/legally regarding the aforesaid matters.
- (xxvii) The transporter shall have to maintain one reserved space in the transporting vehicle for one of the official of the DMS and in case of any accident, the rules of Motor Vehicles (MV) act will be followed.
- (xxviii) If the engaged vehicle of the transporter is unable to supply milk and milk products due to any reason whatsoever then the transporter has to arrange an alternative vehicle to continue the transport service. If he fails to do so, he will be liable to pay the amount of extra expenditure incurred by the DMS in arranging such alternate vehicle along with penalty as fixed by the DMS. The corresponding amount along with penalty, if any, will be deducted from the bill of the transporter.

- (xxix) If the service of the transporter is not found satisfactory or it is adverse to the interest of the DMS then the DMS may terminate the contract at any point of time, without assigning any reason. On termination of the contract the Security Deposit shall be forfeited and the transporter shall be blacklisted for 3 years and no claim in this regard shall be entertained.
 - (xxx) **Transportation of Empty crates:** Transporters are required to carry the empty crates/other Milk Products from DMS to Milk Union Ballabgarh on daily basis during their return trip.
 - (xxxii) Only sealed Refrigerated vehicle will be allowed to operate. Security of each Refrigerated vehicle will be done by DMS staff responsible.
 - (xxxiii) De-sealing of Refrigerated vehicle will be done in DMS, C.D. by DMS staff.
 - (xxxiiii) Temperature mentioned in the GeM tender shall be strictly be maintained.
 - (xxxv) During transit if FSSAI/Any Govt. Authority stopes/checks the vehicle and temperature of packed milk & Milk Products inside the van/vehicle is found beyond what has been prescribed then the penalty/legal case if any shall be the responsibility of Refrigerated van/vehicle provider.
 - (xxxvi) Tempering of pouches inside the Refrigerated van/vehicle in transit shall be the sole responsibility of the party.
- 11. Insulation:** Transporter must provide stipulated capacity suitably refrigerated vehicle within a period of 15 days from the date of allotment of A/T or job order. The vehicles should be registered in the year 2022 (BS VI) Model or later for Diesel vehicle and year 2022 Model or later for CNG vehicle.
- 12. Deployment of Vehicle/Requirement:** Successful bidder/transporter shall arrange and provide vehicles within 15 days from award of Job order or A/T. Number of vehicle may further decrease/ increase in future depending upon the requirement of DMS.
- 13.** 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 of Haryana or any other statutory agencies from time to time.
- 14. Price Variation:-** Diesel Rate of Rs. 87.67/ per litre and Mileage of vehicle 5km/Litre and CNG Price of Rs. 76.09/kg and Mileage 5.5 km/kg as on **28.04.2025**. However, the revise rate of Diesel and CNG shall be applicable on opening date of tender (a) Any Increase/decrease in rates of Diesel and CNG (Compressed Natural Gas) will be payable/recoverable proportionately every time, whenever there is an increase/decrease in the price of Diesel and CNG by Government. This increase/decrease will be automatically payable/recoverable from the date of increase/decrease by AO (Store payment). The proportionate increase/decrease on per Rupee increase/decrease in Diesel and CNG rate will be allowed considering the distance of Diesel Vehicle 5.00 KM covered on consumption of on Litre and CNG Vehicle 5.5 KM covered on consumption of one kg of CNG for Refrigerated vehicle carrying capacity of 09 tonnes load capacity Litres on the following formula as given in the table:-

Example for Diesel Vehicle 100 KM: $\frac{\text{Rs } 1 \times 100 \text{ KM}}{5 \text{ KM}}$ =Rs. 20/-	Example for CNG Vehicle 100 KM: $\frac{\text{Rs } 1 \times 100 \text{ KM}}{5.5 \text{ KM}}$ =Rs. 18.18/-
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Further, the above formula will be applicable in proportion for increase/decrease in rate of Diesel and 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 Diesel and 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 to at 11:30 PM From Ballabgarh Dairy Plant on all 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.) or his representative. The timing may changed/ vary as per DMS's requirements and transporters are to adhere the changed timing of DMS

16. **Excess Quantity:** Transporter is bound to carry the 10% excess quantity of crates on awarded rate, terms and condition without claiming any extra payment. However, Transporter may carry additional quantity of packed milk & milk products as per their capacity.

17. **Penalties:-**

- 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 charged and same shall be recovered from his pending 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 payments shall be adjusted in payments bills.
- ii.) Late arrival of Vehicles for deployment beyond 30 Minutes will be penalized and 10% of the Hiring charges 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.
- iii.) 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.
- iv.) Physical Condition of the vehicle should be good, which committee of DMS team security + transport + distribution would check regularly or any committee formed by DMS officials. In case of unsatisfactory condition Rs.2000/- per day/per vehicle would be penalized till it becomes satisfactory.
- v.) If the vehicle is found without proper refrigerated, a penalty of Rs.5000/- will be charged per day.

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

19. **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.

- i.) 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.
- ii.) 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.
- iii.) **Painting:** The contractor providing the vehicles shall paint the vans as per the condition of transport department and keep the vehicle in proper shape. He will also ensure Annual Painting of the Van.
- iv.) **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.
- v.) **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.
- vi.) No transportation/handling loss will be allowed.

- vii.) 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.
- viii.) 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.
- ix.) **Impounding of Vehicles** : The vehicles of the contractor can be impounded in case of any mis-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.
- x.) **Additional Services:-** The Additional Service of the vehicles of the contractor can also be utilised for other activities such as for transportation of SMP/Butter Oil/White Butter 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.
- xi.) **Under Carriage by Road Act 2007-** The transporter has to abide by the under carriage by road Act-2007.

20. General Legal Points:-

- (a) The contractor shall be solely and exclusively liable for the payment of any and all taxes hereafter imposed, increased or modified from time to time and all Income Tax, Service Tax, now in force and hereafter increased, and all contributions and taxes for un-employment compensation, insurance and old age pensions or annuities now or hereafter imposed by the covered by the wages, salaries or other compensation paid to person employed by the contractor.
 - (b) The Contractor shall exclusively by liable and responsible for his Employee's wages PF, Bonus, Medical, Uniforms and full compliance in their respect with all statutory laws, rules and regulations as applicable to them.
- 21. 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.
- 22. Short Close of Contract:**(i) On breach of any terms and conditions, the said contract can be short closed/cancelled at any time without assigning any reason at the sole discretion of General Manger, Delhi Milk Scheme.
(ii) The contract can be short closed under following conditions:-
a) in the event of handing over the O&M of DMS to any external agency,
b) termination of present MoU for 3P agreement of manufacturing and packing of DMS milk and milk products with Haryana State Dairy Federation and/ or
c) 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.
- 23. 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.
- 24. Submission of documents by bidders on GeM Portal against above GeM bid:**
- (i) Scan 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) Scan 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.