

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-03-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-03-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Fisheries Animal Husbandry Dairying
विभाग का नाम/Department Name	Department Of Animal Husbandry And Dairying
संगठन का नाम/Organisation Name	Delhi Milk Scheme
कार्यालय का नाम/Office Name	Delhi Milk Scheme, West Patel Nagar, New Delhi
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - Sedan; 3000 Km x 364 hours; Local 24*7
अनुबंध अवधि /Contract Period	6 Month(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	3 Lakh (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	20000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	8

(a). 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।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

General Manager, DMS

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

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

एमआईआई अनुपालन/MII Compliance

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

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

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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.
6. 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. 7. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

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::As per ATC

Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen packageAs per ATC

Scope of Work:[1773658538.pdf](#)

Monthly Basis Cab & Taxi Hiring Services - Sedan; 3000 Km X 364 Hours; Local 24*7 (3)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Honda Amaze , Maruti Suzuki Dzire , Hyundai Xcent
Usage Variant	3000 Km x 364 hours
Type of Service	Local 24*7
Year of Vehicle Model	2022
Km Travelled	Upto 75,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	CNG
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Pankaj Kumar	110008,Delhi Milk Scheme, West Patel Nagar, New Delhi	3	<ul style="list-style-type: none"> Duration in Months for which service is required : 6

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

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. **Forms of EMD and PBG**

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

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

3. **Forms of EMD and PBG**

Bidders can also submit the EMD with 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

4. **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.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

BUYER ADDED ATC

1. **Description of Job** : Outsourcing the services of three Taxies shall be made strictly in accordance to the terms & conditions of GeM bid, ATC of GeM tender, scope of work and shift timings detailed below:
 - (i) Each taxi is hired for 3000 Km and 364 hours in a month.
 - (ii) The services of each taxi will be for local 24 x 7 basis. It means that the hired taxis may be put in a shift of 12 hours either in day shift or in night shift.
 - (iii) The taxis must be registered in year 2022 and above & should be of sedan class.
 - (iv) The timing of 1st taxi in day shift will be from 7.00 AM to 7.00 PM.
 - (v) The timing of 2nd taxi in day shift will be from 9.00 AM to 9.00 PM.
 - (vi) The timing of 3rd taxi in night shift will be from 8.00 PM to 8.00 AM
 - (vii) The taxis should have maximum travelled distance of up to 75,000 Kms only.

2. **Earnest Money Deposit (EMD)**: MSE and Startup Enterprises are exempted from depositing EMD. Further, other firms have to deposit EMD of Rs.20,000/- in form of Demand Draft/Pay Order along with tender favour of General Manager, Delhi Milk Scheme. The bidder seeking EMD exemption, must submit the valid supporting document. Under MSE category as defined in MSE procurement policy issued by MSME, only manufacturer for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from purview of this Policy. Therefore only manufacturers of Goods and service providers shall be considering for exemption under MSE category.

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

3. **Period of Contract**: The contract for outsourcing the above job shall be awarded initially for the period of six months. 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 successfully completion of the contract period and on submission of a "No demand certificate. No interest on security shall be paid by DMS.

5. **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 Registration Certificate of taxis
 - b) Copy of Aadhar Card
 - c) Photo copy of PAN Card.
 - d) Copy of GST Certificate.

6. **Running time and kilometers of hired taxies**: All three taxies will be available for duty in DMS premises for 12 hours basis as per timing/ shift mentioned at para 1 (Description of Job) and ply the taxis as per the directions of STO/TL on duty.

7. **Deployment of Additional Taxies Over and above the hired three taxies**:- In case of any operational/administrative/urgent requirement of the organization, DMS may required to deploy additional taxies on a 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 paid as per the clause mentioned at para 20 below. Such additional expenditure shall also be covered under the option clause of the contract.

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

- i. Vehicle should be registered with transport authority and should have valid permit for commercial use xi purpose.
 - ii. The contractor is required to abide by all statutory requirements as per Law applicable during 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.
9. **No claim for regular job:** The labours/workers engaged by contractor under this contract shall not be any claim or right for their engagement in Delhi Milk Scheme on regular basis or otherwise.
10. **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.
11. **Model of Vehicles:** The vehicles should be registered in the year 01st January 2022 or later and should be in road worthy condition.
12. **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.
13. **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.
14. **Log Book:** A log book of each vehicle will be maintained by the concerned driver of the contractor and it signed from the officer using the vehicle on day to day basis Bills will be processed on production of the Photocopy of the Log-book.
15. **Payment Terms:** The payment will be made on monthly basis on submission of bills on GeM Portal if 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.
16. **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.
17. The vehicles will be used within the territory of Delhi and NCR.
18. **Other Charges:** Toll Tax and parking charges, if any will be reimbursed on production of valid receipt certificate verified by using officer.
19. **SHORT CLOSE OF CONTRACT:** The contract can be short closed by giving a notice period of 07 days in the following circumstances: 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.
- (i) In the event of handing over the Operation & Management of DMS to any external agency.
 - (ii) In the event of closure of DMS activities due to any reasons.
 - (iii) 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.
 - (iv) In the event of any other unforeseen circumstances beyond the control of DMS.
20. **Alteration of Terms and conditions:** - General Manager, Delhi Milk Scheme reserves the right to alter or 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.
21. **Jurisdiction:-** All disputes arising out of or raised on this contract shall be subject to the jurisdiction of the court of Union of India/Territory of Delhi.

22. **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 offer.
- (ii) Scan copy of all documents as per terms & condition of Tender

6. **Buyer Added Bid Specific ATC**

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

अस्वीकरण/**Disclaimer**

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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

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

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

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

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

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

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

---धन्यवाद/Thank You---

BUYER ADDED ATC

1. **Description of Job** : Outsourcing the services of three Taxies shall be made strictly in accordance to the terms & conditions of GeM bid, ATC of GeM tender, scope of work and shift timings detailed below:

- (i) Each taxi is hired for 3000 Km and 364 hours in a month.
- (ii) The services of each taxi will be for local 24 x 7 basis. It means that the hired taxis may be utilized in a shift of 12 hours either in day shift or in night shift.
- (iii) The taxis must be registered in year 2022 and above & should be of sedan class.
- (iv) The timing of 1st taxi in day shift will be from 7.00 AM to 7.00 PM.
- (v) The timing of 2nd taxi in day shift will be from 9.00 AM to 9.00 PM.
- (vi) The timing of 3rd taxi in night shift will be from 8.00 PM to 8.00 AM
- (vii) The taxis should have maximum travelled distance of up to 75,000 Kms only.

2. **Earnest Money Deposit (EMD)**: MSE and Startup Enterprises are exempted from depositing EMD. Further, other firms have to deposit EMD of Rs.20,000/- in form of Demand Draft/Pay Order along with tender in favour of General Manager, Delhi Milk Scheme. The bidder seeking EMD exemption, must submit the valid supporting document. Under MSE category as defined in MSE procurement policy issued by MSME, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. Therefore only manufacturers of Goods and service providers shall be considering for exemption under MSE category.

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

3. **Period of Contract**: The contract for outsourcing the above job shall be awarded initially for the period of six months. 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 successfully completion of the contract period and on submission of a "No demand certificate. No interest on security shall be paid by DMS.

5. **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 Registration Certificate of taxis
- b) Copy of Aadhar Card
- c) Photo copy of PAN Card.
- d) Copy of GST Certificate.

6. **Running time and kilometers of hired taxies**: All three taxies will be available for duty in DMS premises for 12 hours basis as per timing/ shift mentioned at para 1 (Description of Job) and ply the taxies as per the directions of STO/TI on duty.

7. **Deployment of Additional Taxies Over and above the hired three taxies**:- In case of any operational/administrative/urgent requirement of the organization, DMS may required 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 paid as per the clause mentioned at para 20 below. Such additional expenditure shall also be covered under the option clause of the contract.

8. **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.

9. **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.

10. **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.

11. **Model of Vehicles:** The vehicles should be registered in the year 01st January 2022 or later and should be in road worthy condition.

12. **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.

13. **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.

14. **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.

15. **Payment Terms:** The payment will be made on monthly basis on submission of bills on GeM Portal for the job duly verified by STO/Designated Officer which will be forwarded by them to Account Officer (Store Payment) for payment through PFMS through GeM Portal.

16. **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.

17. The vehicles will be used within the territory of Delhi and NCR.

18. **Other Charges:** Toll Tax and parking charges, if any will be reimbursed on production of valid receipt certificate verified by using officer.

19. **SHORT CLOSE OF CONTRACT:** The contract can be short closed by giving a notice period of 07 days in the following circumstances: 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.

(i) In the event of handing over the Operation & Management of DMS to any external agency.

(ii) In the event of closure of DMS activities due to any reasons.

(iii) 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.

(iv) In the event of any other unforeseen circumstances beyond the control of DMS.

20. **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.

21. **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.

22. **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