



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5072261
Dated/दिनांक : 20-06-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-07-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-07-2024 15:30:00
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
Item Category/मद केटेगरी	Milk Supply Services
Contract Period/अनुबंध अवधि	1 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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 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	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	229950000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

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

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

2. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Tender Terms & Conditions:[1718875432.pdf](#)

Milk Content Specifications:[1718875439.pdf](#)

Tentative Delivery Schedule:[1718875444.pdf](#)

Milk Supply Services (876000)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Milk to be supplied	Concentrated Skimmed Milk
Content Specifications of the Milk	As per the Mild Specifications document uploaded
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Destination where milk is to be supplied	Vita Milk Plant, Ballabgarh, Haryana-121004

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity of Milk to be supplied during contract duration in kilogram (kg)	Additional Requirement/अतिरिक्त आवश्यकता
1	Hari Kishan Meena	110008, Delhi Milk Scheme, West Patel Nagar, New Delhi	876000	N/A

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Delhi Milk Scheme on behalf of President of India (hereinafter called the First Party) which expression shall, where the context so admits, include his successor and assignee on the one part and Selected SDFs / Milk Unions (Hereinafter called the Second Party) which expression shall where the context so admits, includes heirs, successors and legal representative on the other part. Whereas the Second Party has requested the First Party, which is presently functioning in the name of Delhi Milk Scheme at New Delhi to sell fresh Concentrated Skimmed Milk (hereinafter referred to as 'CSM') to the first Party subject to specified terms and conditions hereinafter appeared in this GeM tender for Services for supplies of CSM. The second party shall

supply CSM at the dock of Ballabgarh/Rohtak Milk Union (Hereinafter referred to as the 3rd Party), the milk processor and packer on behalf of First Party with whom First Party will be made an agreement for processing and packing of Liquid Pasteurized Milk. Now, the services for supply of CSM by second party to first party shall be governed under following terms & conditions:-

1. Procurement Policy for Raw Milk & CSM

DMS procures Raw Milk & Concentrated Skimmed Milk (CSM) as per policy decided by DAHD conveyed vide letter no. 13-33/2013-Admn.IV dated 20.12.2013 & letter no. M-03013/33/2023-Admn.IV dated 11.8.2023. According to the policy, State Dairy Federations (SDFs), Milk Unions and Milk Producer Companies (MPCs) are given preference and first priority. Balance quantity of raw milk and CSM is procured from private milk suppliers. Scrutiny/ shortlisting of SDFs/ MPCs/ Milk Unions and private Milk Suppliers are already done by DMS through Expression of Interest (Eoi) tender on CPP Portal. The credentials of private milk suppliers are further verified by a Technical Evaluation Committee (TEC) constituted under above policy. The list of shortlisted SDFs/ MPCs/ Milk Unions and private milk suppliers through such Eoi tender on CPP are as follows:

(a) List of empanelled/ Shortlisted SDFs / Milk Union

(1)	(2)	(3)	(4)	(5)
S. No.	Name of SDFs / Milk Union	CSM qty. offered (in kgs. per day)	CSM Qty. Allowed for supply (in kgs. per day)	Approx. T.S. (Total Solid)/ SNF through CSM (in kgs. per day)
1.	Gangol Sahkari Dugdh Utpadak Sangh Ltd.	5,000	2,000	400
2.	Uttari Rajasthan Sahkari Dugdh Utpadak Sangh Ltd.	12,000	10,000	2000
Total avg. CSM & T.S./ SNF quantity per day =			12,000	2400

Note: (i) FSSAI license of DMS has been suspended w.e.f. 13.10.2023 afternoon and thereafter DMS has started 3rd party processing, manufacturing & packaging from Ballabgarh milk plant of Haryana Dairy Development Co-operative Federation Limited (HDDCFL) w.e.f. 28.02.2024 following directives of Department of Animal Husbandry & Dairying (DAHD), Govt. of India. Under above situations, present requirement of CSM purchase will be approximately 12,000 kgs. CSM per day equal to 2400 kgs. T.S./ SNF per day which may increase further. Though the service under contract will be made from SDFs/ Milk Unions for the quantities mentioned at column (4) or (5) above, the additional T.S./ SNF through CSM supply will be received from SDFs/ Milk Unions as per increased requirement of DMS by equally distributing the quantity of CSM among the above 02 SDFs/ Milk Unions following the preferential purchase policy of CSM from SDFs/ Milk Unions & MPCs.

(ii) DMS shall reserve the right to increase/ decrease the quantity of CSM to be supplied by SDFs/ Milk Unions at any time during the periodicity of contract as per the requirement of DMS.

(iii) Since the above 02 SDFs/ Milk Unions are scrutinized/ shortlisted through Eoi tender under prevailing procurement policy, no any other party/ bidder or milk suppliers can participate in above tender. Therefore the tendering for above services for supply of CSM will be done on the 'Splitting of Contract' basis for already shortlisted parties.

(iv) Parties participating in above tender are required to offer the quantity of Total Solid/ SNF supplied through CSM more than the quantity mentioned at column (4) & (5) above. Further, the parties participating to offer supply of Total Solid/ SNF through CSM for pre-defined quantity (mentioned in column 4 & 5 of table above) are also required to agree & offer the pre-defined procurement price of CSM of DMS. The present procurement price of CSM is Rs. 262.50 per kgs SNF (Total Solid) (i.e. Rs. 250.00 per kg SNF (Total Solid) + 5% GST) F.O.R. 3rd Party packing Station (Ballabgarh/Rohtak) w.e.f. 19.06.2024. Variation/ revision in procurement price of CSM shall be informed to t

he milk suppliers' offline through DMS Office Orders from time to time. Accordingly payment shall vary and shall be made by DMS through offline mode (outside GeM) only.

(v) The perishable dairy raw material i.e. CSM consists SNF as the main constituents. Accordingly, the payment of CSM shall be done as per the receipt of actual quantity of total SNF (Total Solid in kgs.) in a consignment of CSM.

2. Special & Mandatory Conditions of Tender:

- (i) The purchase of CSM shall be under the category of 'Services' on GeM Portal due to variable constituents (SNF) based on actual receipt of total SNF kgs. in a CSM tanker which will keep on varying for each individual tankers.
- (ii) Only scrutinized/ shortlisted parties through EoI tender listed at para 1 above can participate in this tender. Therefore no any other party/ bidder or CSM suppliers other than listed at para 1 above can participate in this tender. If any outside party/ bidder or CSM suppliers other than the scrutinized/ shortlisted parties participate in the tender their participation shall be rejected summarily.
- (iii) Since the procurement of CSM shall be done from multiple shortlisted parties as per the allowed quantity mentioned at column (4) & (5) of table mentioned at para 1, the tender shall be done on the basis of 'Splitting of Contract'.
Scrutinized/ shortlisted parties are required to offer complete quantity of SNF (Total Solid) mentioned at column (5) which is to be supplied through the CSM quantity mentioned at column (4) of table mentioned at para 1 above. The quantity of SNF supplied through CSM shall be distributed among participated bidders to match the complete tender quantity by splitting of contract as per DMS requirements.

Scrutinized/ shortlisted parties are mandatorily required to offer the present procurement price of CSM which is Rs. 262.50 per kg SNF (Total Solid) F.O.R. 3rd Party packing Station (i.e. Vita Milk Plant, Ballabgarh/ Rohtak). Rate of CSM shall kept on varying as per rate revision policy of DMS and same will be informed to suppliers offline from time to time. Accordingly, the payment shall be done as per the corresponding receipt of SNF quantity through offline payment mode only.
- (iv) CSM is a highly perishable item, therefore quantity of its procurement can vary on daily basis based on the milk sale of DMS. Accordingly, DMS may or may not accept the offered quantity of CSM. The quantity of CSM supply may be increased/ decreased at any time during the periodicity of contract as per DMS requirements and no any separate justification shall be provided for said increase/ decrease in the quantity of CSM supply.

3. Rates:

3.1 The rates and incentive (as and when applicable) payable for supply of CSM shall be as per the DMS price fixation policies from time to time for supplies of CSM made by the later to the former, during the contract period. Purchase Rates are decided by DMS which varies from time to time as per market scenario. CSM being perishable, is procured daily as per requirement of DMS Central Dairy. The rates will be F.O.R. delivery of CSM at the dock of 3rd party packaging station, as the case may be, in the CSM

tankers of the Second Party. The present procurement price of CSM is Rs. 250.00 per kg SNF (Total Solid) + 5% GST F.O.R. 3rd Party packing Station (i.e. Vita Milk Plant, Ballabgarh/ Rohtak) w.e.f. 19.06.2024. The said rate shall be kept on varying as per rate revision policy of DMS and same will be informed to suppliers offline from time to time. Accordingly, the payment shall be done as per the corresponding rates of SNF from time to time through offline mode (outside GeM) only.

3.2 It will be mandatory for the bidders to quote the above pre-defined procurement price of SNF supplied through CSM at Rs. 262.50 per kgs SNF (Total Solid) (i.e. Rs. 250.00 per kg SNF (Total Solid) + 5% GST) F.O.R. 3rd Party packing Station (i.e. Vita Milk Plant, Ballabgarh/ Rohtak) w.e.f. 19.06.2024. The present procurement price of CSM may vary in future from time to time as mentioned at para 3.1.

4. Period of contract:

The contract shall remain in operation upto to one (01) year from the date of commencement of contract which may be extendable by 03 months or upto the date of termination of 3rd party contract. The contract period shall remain valid subject to change in policy of the Government or closing of DMS activities due to any reasons, whichever is earlier with or without allowing any notice period.

5. Description of CSM parameters/Specifications:

The second party shall supply pure, unadulterated, Concentrated Skimmed Milk (CSM) or Evaporated Skimmed Milk conforming to the specifications and conditions given in the 'APPENDIX' of this tender document.

6. FSSAI certifications for CSM handling:

The second party shall submit valid FSSAI certificate, and shall renew and submit it before expiring of existing FSSAI certificate to procurement section for records.

7. QUANTITY:

a) Refer para 1(a) above.

b) In case if supplies of CSM are not made for 3 consecutive days for reasons other than war, hostility, acts of public amenity, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or other natural reasons, General Manager (G.M.), DMS may, without prejudice to his right to take any other actions, also terminate the contract and forfeit the Security Deposit. The decision of the G.M., DMS in this regard shall be final and binding.

c) The First Party shall make arrangement to take physical delivery of CSM from tankers at the dock of 3rd party packaging station. The Second Party shall have the right to witness the unloading, weightment and quality test of CSM at the 3rd party packaging station. Unless otherwise specified by the second party the person responsible for delivering the consignment at the reception dock of the 3rd party packaging station, shall be considered as the authorized representative of the second party. In case of rejection of CSM tankers, the information of such rejection shall be provided to the person responsible for delivering the consignment at the reception dock 3rd party packaging station in verbal and on his challan/ dispatch sheet of CSM tank

er. No any separate letter/ communication other than mentioned above shall be made by 3rd party packing for quality testing or rejection of CSM tankers to the second party. Gate Pass for empty tankers/Rejected Tankers to be issued by 3rd Party packing Station (i.e. Vita Milk Plant, Ballabgarh/ Rohtak).

d) The quantity accepted shall be decided by the weighment at the 3rd party packaging station and shall be considered for billing purpose.

e) The party is expected to supply CSM consistently as per contracted quantity so that the processing operations at 3rd party packing station are regulated properly. Generally 3rd party may accept approx. 2 days of contracted quantity in one day. However, DMS may accept any amount extra/ less quantity of CSM than the contracted quantity on any single day as per daily requirements of DMS.

f) DMS reserves the right to accept or reject any excess CSM supplied by the Milk Supplier more than the weekly contracted quota. If accepted, DMS reserves the right to reduce the quota of CSM of following week by the amount of excess CSM accepted in the previous week as per DMS requirement. The contracted quantity of second party may be increased/ decreased at any time during the period of contract considering the change in CSM requirements of DMS by General Manager, DMS and second party will supply the same to 3rd party packing station on same rates, terms & conditions of the Contract.

8. ACCEPTANCE & QUALITY INSPECTION OF CSM:

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8.1 The acceptance of CSM shall be subject to quality tests in the Quality Control Laboratory of the 3rd party packaging station. Only such CSM will be accepted which on tests satisfy the requirements mentioned in the 'Appendix' and also the relevant provisions of Food Safety and Standards Act. It will be responsibility of the supplier in respect of compliance of FSSAI Quality norms till the CSM tanker is decanted at 3rd party packaging station. For this all CSM suppliers are required to send their CSM tankers by ensuring that the quality of CSM in their tanker is as per FSSAI norms and also complies to DMS specifications (refer Appendix). In case any CSM offered does not conform to the requirements as stated above, the same shall be rejected and the Second Party shall arrange to remove the same within one hour of being informed to the authorized representative of the second party through hard copy of challan/ verbal information about such rejection failing which, the rejected CSM will be destroyed or disposed off in any manner deemed fit, without any notice and the Second Party shall have no claim on the First Party.

8.2 CSM will be accepted on organoleptic, chemical and bacteriological test as per standard dairy practices/FSSAI.

8.3 The CSM should be free from any sediment, adulterants, neutralizers, preservative, pesticide residues, antibiotic residues, any heavy metals or any other foreign matter etc.

8.4 The standard of CSM for constituents/composition and other requirements must be fully conformed to the DMS norms for acceptance as detailed in Appendix of this Agreement

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8.5 The 3rd party packer shall arrange to analyze and test the CSM at their Quality Control Laboratory before acceptance. The analytical results at the Quality Control L

laboratory of the 3rd party shall be final. The method of test will be as in vogue. If variation in testing by 3rd party packaging station for SNF is more than 0.2% in comparison to the testing of the Second Party, then the sample of CSM will be preserved by 3rd party packer for twenty four hours and the representative of the concerned party will be free to come and get the same tested in his presence. In case of dispute, a third agency as mutually agreed may/ could be assigned to test the sample. If in any consignment the quality of CSM does not conform to the norms specified for it, entire consignment will be rejected by the 3rd party packer.

8.6 The decisions of the In-charge Quality Control of the 3rd party packaging station regarding rejection of CSM shall be final and binding on the Second Party unless objected by their representative. In such cases, the Second Party's representative shall report the matter to the General Manager, DMS whose decision in the matter shall be final and binding upon the supplier and the first party shall not be responsible for loss, if any, due to such rejection. The disposal/ removal of the rejected CSM shall be the responsibility of the Second Party.

8.7 Second Party shall not despatch their loaded CSM vehicles much in advance and more than contracted quantity/ DMS's conveyed quantity, if such happens they will be themselves responsible for deterioration of quality & rejection of such CSM on the basis of deteriorated quality.

8.8 During the currency of contract if the second party is penalised/comes under any penal action, investigation etc. by law enforcing authorities, the same must be intimated to first party within 24 hours of such action. Failure on the part of second party to do so will make them liable for any suitable action including termination of agreement by first party.

9. SECURITY DEPOSIT:

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9.1 Security Deposit: - The Second Party shall furnish a Security Deposit amount as Performance Security equivalent to two day's supply of contracted quantity of CSM and this amount shall be deducted from the payable bills of party by DMS in 1st and 2nd week. The Second Party will also be allowed to submit their Security Deposit in form of FDR/ Bank Guarantee valid for next 03 months after extendable period of contract agreement. Deducted payable bill against security deposit may be refunded after scrutiny of submitted FDR/ Bank Guarantee.

9.2 No claim, whatsoever, shall, however, be made against the First Party in respect of interest on the Security Deposit nor any loss or depreciation thereof, while the Security Deposit remains with the First Party.

9.3 The Security Deposit shall be released after satisfactory completion of the contract and after submission by the Second party, a 'No Demand Certificate' from the competent authority in D.M.S.

10. PENALTY:

(a) Since receipt of CSM is purely on the basis of the requirement of DMS and availability of SMP in DMS stock, no penalty shall be imposed for short supply/ non- supply of CSM by the second party. However if DMS continue to have the daily requirement of the CSM and second party fails to supply the same for 3 consecutive days for reasons other than mentioned in para 7 (b) above, DMS may terminate the contract and forfeit

the Security Deposit. The decision of the G.M.,DMS in this regard shall be final and binding.

(b) There shall be random sampling and checking of raw milk for adulterants, neutralizers, preservative, pesticide residues, antibiotic residues, Heavy metals or any other foreign matter etc. It will be the prerogative of DMS/3rd party packer to get the milk tested from an accredited laboratory for any uncommon/unacceptable adulterant. In the event of such adulterated milk, DMS may recover (from milk bill) 05 times of value of the impacted/adulterated milk tanker.

11. PAYMENT:

11.1 The Second Party shall submit receipted bill in triplicate duly Revenue Stamped, indicating the quantity and quality as certified by DMS or 3rd party packaging station and the value of the supplies made during the preceding week by the CSM suppliers. DMS shall subject to the provisions contained in the agreement make endeavors for the payment within ten working days after the date of receipt of bills.

11.2 Since the perishable dairy raw material i.e. CSM consists of the variable constituents i.e. SNF content, the payment of CSM shall be done as per the receipt of actual quantity of total SNF kgs. in a CSM tanker. Rate kept on varying as per rate revision policy of DMS and same is to be informed to suppliers offline from time to time.

11.3 In case of CSM supply, offline bill is to be generated and payment is to be made outside GeM through offline mode only.

12. Recovery of Sum Due:

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12.1 Whenever under this contract, any sum of money shall become recoverable from or payable by the Second Party, G.M., D.M.S., may recover the same from any of the outstanding bills of the Second Party, which are due for payment. In case recoveries in the manner as above do not become possible, G.M., D.M.S., may at his sole discretion appropriate the same from any sum lying with D.M.S. or which at any time thereafter may become due to the Second Party under this or any other contract with the Govt. and if this is not sufficient, the Second Party shall pay the remaining balance to the Govt. on demand. The amount(s) due to Govt. shall also be recoverable as arrears of land revenue.

12.2 G.M., D.M.S., shall also be entitled to recover any other losses suffered as a result of any default or failure on the part of the Second Party in fulfilling the terms of the Agreement for supply of CSM. Such recoveries will be affected from the security deposit and the price payable to the Second Party for CSM supplied and if that is not available or in case of deficit if any, from payments due for other supplies or services rendered by the Second Party or from any other legal means.

13. Assignment or Subletting of Contract:

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The Second Party shall not assign or sublet the contract or any part therein, failing which GM, DMS may terminate his contract on immediate basis without providing any notice period and by forfeiting/ without f

orfeiting his Security Deposit.

14. Insolvency:

G.M., D.M.S., may at any time terminate this contract if the Second Party is adjudged insolvent or enters into any agreement with the creditors, or is dissolved or wound up voluntarily or its registration is cancelled or otherwise. G.M., D.M.S., will also be entitled to recover from the Second Party any loss resulting therefrom.

15. Compensation for injuries to the staff of the contractors

The First Party shall in no way be liable or bound to indemnify or award any compensation whatsoever in the event of any of the employees/agents/representatives of the Second Party sustaining any injury accidental or otherwise, during the course of his stay in D.M.S. premises to discharge the contractual obligations.

16. Damage to Govt. Property:

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The Second Party shall ensure that no damage is done to the machinery or equipment or any other property of D.M.S. or 3rd party packaging station by the employees or agents or representative(s) of the Second Party during the course of attending to their duty under contract. In the event of any such damage, G.M., D.M.S., or any officer acting on his behalf may at his option assess any such losses/damages and make demand on the Second Party. The decision of the G.M., D.M.S., shall be final and binding in such cases.

17. Corrupt Practice:

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Any bribe, commission, gifts or advantage given/promised or offered by or on behalf of the Second Party by their Agents or Servants or anyone to the servants, representative or agent of Govt. in relation to obtain or in the execution of this or any other contract with the Govt. shall in addition to any criminal liability which he may incur, result in the cancellation of this and other contracts with the Govt. along with forfeiture of security deposit and also to make payment to the Govt. for any other losses resulting from any such cancellation. The second party shall supply only fresh concentrated Skim Milk manufactured from the milk collected from milk producers directly. CSM collected by the party from traders etc. for the purpose of trading may not be accepted by DMS.

GM, DMS reserves the right to accept /reject such CSM or terminate the agreement in event of detection of supplies of CSM received by it out of trading business.

18. Force Majeure:

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If at any time, during the continuance of this contract, the Second Party is unable to dispatch or the First Party is unable to accept full or part of the contracted quantity of CSM, in accordance with the terms and conditions, as a result of any war, hostility, acts of public enemy, civil Commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God (hereinafter referred to as Eventualities) or due to interruption of communication, or as a result of strike or lay off or in case of unforeseen situation like overall less milk procurement of the second party or any other reason beyond the control of the parties to either supply the contracted quantity or accept the same shall be notified by the one party to the other with in, the penalty clause will not be applied. Penalty clause will not be applied in case of DMS inability to make timely payment and non-adherence of the terms & conditions of this tender. Penalty clause will also not be applied in case of any unforeseen reason faced by the second party and considered genuine by DMS Milk Purchase Committee/ GM, DMS. The decision of GM, DMS in such cases shall be final and binding to both the parties.

19. Extension of Contract:

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The contract is extendable by 03 month or upto the date of termination of 3rd party contract on the same rates, terms and conditions on mutual consent of First and Second Party by exchange of letters.

20. Power to Short-Close/ Cancel the contract:

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20.1 G.M., D.M.S., in the interest of DMS or larger public interest may, at his discretion and without assigning any reasons reduce the contracted quantity or short close the contract. The Second Party shall not have any claim, whatsoever, on the First Party for reduction in the contracted quantity or premature termination of the contract.

20.2 The G.M., D.M.S., reserves the right to cancel the contract by issuing a notice of one week in writing in case the performance of the Second Party is not found satisfactory under any of the stipulations laid down in this agreement and arranges to purchase the whole or part of the contracted quantity at the risk and cost of the Second Party. Losses and expenses incurred in this regard shall be payable by the Second Party on demand or from pending CSM bills/Security/any other payment due.

20.3 General Manager reserves the right to terminate/ extend the tender/ contract with one month notice without assigning any reason.

20.4 The contract agreement may be terminated/ short closed at any point of time in case of handing over of operation and management of DMS to an external agency (SDFs/ Semi Govt. organization or any private agency) or in case of closing of DMS activities by Deptt. of AH&D due to any reason. The clause of one month notice period shall not be applicable under above circumstances.

20.5 This tender which is published on GeM Portal under the category of 'Services' may be cancelled/ scrapped or terminated at any stage without award of contract to any party as per the requirement of DMS. GM DMS reserves the right to withdraw this tender and or vary any part thereof at any stage. GM DMS further reserves the right to disqualify any bidder, should it be so necessary at any stage.

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21. Arbitration Clause:

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21.1 All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever, except where it is specifically stated that the decision of the G.M., D.M.S., shall be final and binding, shall be referred to the sole arbitration of an arbitrator nominated by the Secretary, Deptt. of A.H & D in the Min. of Fisheries, Animal Husbandry & Dairying, Govt. of India and in his absence by an officer authorized to perform his duties. There will be no objection if any such nominee has to deal with the matters to which this agreement relates and that in the course of his duties as Govt. Servant he had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator so nominated shall be final and binding on the parties to the agreement.

21.2 It will be a term of the agreement that in the event of the arbitrator to whom the matter is originally referred being transferred or vacates his office for any reason, his successor in office shall be deemed to have been nominated as the arbitrator in accordance with the terms of this agreement. He shall be entitled to proceed with the reference from the stage at which it was left by his predecessor and the provisions of this clause shall apply.

21.3 The Contract shall be interpreted under the laws of the Union of India. It shall be subjected to the exclusive jurisdiction of courts relevant to the address of the Tender Inviting Authority. Accordingly all disputes arising out of or touching on this contract, shall be subject to the jurisdiction of the court of Union Territory of Delhi.

21.4 In all such proceedings, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.

22. Online Tender: Only online/e-tenders are allowed on GeM Portal under 'Services Category for Concentrated Skimmed Milk (CSM). No manual tender shall be accepted. Bidder/ CSM suppliers are requested to get them registered as seller on GeM Portal under relevant category.

23. Validity of Tender: Your Tender offer should be valid for one (01) year from the date of commencement of contract extendable upto next 03 months.

'APPENDIX'

Norms for acceptance of Concentrated Skimmed Milk (CSM) or Evaporated Skimmed Milk at Delhi Milk Scheme:

1. General Compositions & Quality Parameters:-

	CSM or Evaporated Skimmed Milk
Fat Content %	1.0 (Maximum)
SNF Content %	20.0 (Minimum)
Milk protein (in SNF) for CSM/ Evaporated Skimmed Milk	34.0 (Minimum)

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(a) **Acidity%** (Maximum) - 0.144 at SNF 8.50%.

(b) Temperature of CSM supplied by the second party should not exceed 5 degree Celsius and should be as per FSSAI regulations at the time of decanting at 3rd party packaging station. The CSM tankers not complying above norms shall not be accepted.

(c) CSM Suppliers are required to install Temperature Control & Monitoring Device in their CSM tankers carrying CSM at 3rd party packaging station.

(d) DMS may reject the CSM tanker in case MBRT of Concentrated Skimmed Milk (CSM) to be less than 2:30 hours.

(e) CSM should be free from any added SMP and WMP. Otherwise, in the event of such detection, GM, DMS reserves the right to accept or reject the CSM.

(f) As per FSSAI regulations 2011, the FAT and SNF standards defined for various categories of CSM would only be applicable at the point of sale. Therefore In the interest of DMS, General Manager (DMS) may take exception to above compositional standards as per DMS requirements. The payment of CSM is always made as per actual receipt of total kgs. of SNF in a CSM tanker.

Specification for Concentrated Skimmed Milk (CSM) or Evaporated Skimmed Milk

Sr. No.	Inspection Characteristics	Inspection/Test Method*	Specification / Limits	Concentrated Skimmed Milk (CSM)
	Physical/Chemical /Compositional Parameters			
1	Seal of integrity	Visual Inspection	OK	Every Tanker (top & Bottom seal)
2	Appearance	Visual Inspection	White to cream colour, Odour typical of fresh milk.	Concentrated Skimmed Milk (CSM)
3	Taste and Flavour (Organoleptic evaluation)	Sensory Evaluation	Satisfactory	Concentrated Skimmed Milk (CSM)
4	Foreign matter	Visual Inspection/Filtration	absent	Concentrated Skimmed Milk (CSM)
5	Temperature	Thermometer	At max 5°C	Concentrated Skimmed Milk (CSM)

6	Fat	Chemical extraction, Gerber Method, electronic	As per appendix Sr . No. 1(General Compositions & Quality Parameters)	Concentrated Skimmed Milk (CSM)
7	SNF	Density (eg lactometer), Gravimetric, electronic	As per appendix Sr . No. 1(General Compositions & Quality Parameters)	Concentrated Skimmed Milk (CSM)
8	SMP (for species identified milk and mixed milk)	Chemical	Negative	Concentrated Skimmed Milk (CSM)
9	Acidity	Titration	Min. 0.110%	Concentrated Skimmed Milk (CSM)
			Max 0.144%	
			(as lactic acid at 8.50% SNF)	
10	Alcohol	Chemical test	Negative at 50%	Concentrated Skimmed Milk (CSM)
11	COB	Physically	Negative	Concentrated Skimmed Milk (CSM)
	Adulterants			
12	Cellulose	Chemical, electronic, approved strip/rapid detection tests	Negative	Concentrated Skimmed Milk (CSM)
13	Starch	Chemical, electronic, approved strip/rapid detection tests	Negative	Concentrated Skimmed Milk (CSM)
14	Formalin, H2O2, Boric acid	Chemical, electronic, approved strip/rapid detection tests	Negative	Concentrated Skimmed Milk (CSM)
15	Detergent / Caustic Soda	Chemical, electronic, approved strip/rapid detection tests	Negative	Concentrated Skimmed Milk (CSM)
16	Maltodextrin	Chemical, electronic, approved strip/rapid detection tests	Negative	Concentrated Skimmed Milk (CSM)

17	Dextrose (=glucose)	Chemical, electronic, approved strip/rapid detection tests	Negative	Concentrated Skimmed Milk (CSM)
18	Urea	Chemical, electronic, approved strip/rapid detection tests	Negative/700 mg/kg Maximum	Concentrated Skimmed Milk (CSM)
19	Sucrose (Cane Sugar)	Chemical, electronic, approved strip/rapid detection tests	Negative	Concentrated Skimmed Milk (CSM)
20	Salt (NaCl, KCl)	Chemical, electronic, approved strip/rapid detection tests	Negative	Concentrated Skimmed Milk (CSM)
21	Neutralizer (Carbonate, bicarbonate, per carbonate)	Chemical, electronic, approved strip/rapid detection tests	Negative	Concentrated Skimmed Milk (CSM)
22	Nitrates	Chemical, electronic, approved strip/rapid detection tests	Negative	Concentrated Skimmed Milk (CSM)
23	Protein	Chemical test	Minimum 34% (On Dry Basis)	Concentrated Skimmed Milk (CSM)
24	Ammonium Compound	Chemical test	Negative	Concentrated Skimmed Milk (CSM)
25	Hypochloride	Chemical test	Negative	Concentrated Skimmed Milk (CSM)
26	Salphates	Chemical test	Negative	Concentrated Skimmed Milk (CSM)
27	Sorbitol	Chemical test	Negative	Concentrated Skimmed Milk (CSM)
	Chemical Contaminants			
28	Pesticides residue (with Isomers)	Chemical, electronic, approved strip/rapid detection tests	Specified as per FS SR	Concentrated Skimmed Milk (CSM)
29	Antibiotic /Veterinary Drugs residues	Chemical, electronic, approved strip/rapid detection tests	Specified as per FS SR	Concentrated Skimmed Milk (CSM)

30	Aflatoxin M1, Max	Chemical, electronic, approved strip/rapid detection tests	0.5 µg /kg	Concentrated Skimmed Milk (CSM)
31	Melamine	Chemical, electronic, approved strip/rapid detection tests	Specified as per FS SR	Concentrated Skimmed Milk (CSM)
Microbiological Contaminants				
32	MBRT	Dye reduction	Min 2:30 Hrs.	Concentrated Skimmed Milk (CSM)

Note: * FSSAI/DMS QCL. Manual of Methods of Analysis for Concentrated Skimmed Milk (CSM) and any appropriate method which includes, BIS test methods, AOAC test methods, FSSAI approved Rapid kit or test methods as applicable

2. Mandatory requirements for supply of Concentrated Skimmed Milk (CSM) or Evaporated Skimmed Milk:

- (a) Free from visible extraneous matter.
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- (b) Free from adulterants/preservatives/neutralizers/sediments.
- (c) Free from any added SMP and WMP. In event of such detection, GM, DMS reserves the right to accept or reject the CSM Tanker.
- (d) All other quality parameters with regard to CSM supplied shall be as per the standards applicable in the state of Delhi.
- (e) CSM means Concentrated Skimmed Milk (CSM) or Evaporated Skimmed Milk.

3. Food additives: CSM shall not contain any food additives.

4. Contaminants, Toxins and Residues:

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The products shall comply with the Food Safety and Standards (Contaminants, toxins and Residues) Regulations, 2011 and such other guidelines as specified from time to time under the provisions of the Food Safety and Standard Act, 2006.

5. **Hygiene:**

(a) The products shall be prepared and handled in accordance with the requirements specified in Schedule 4, as applicable, of the Food Safety and Standards (Licensing and Registration of Food Businesses) Regulations, 2011 and such other guidelines as specified from time to time under the provisions of the Food Safety and Standard Act, 2006.

(b) The products shall conform to the microbiological requirements given in Appendix 'B' of these regulations.

6. **PROCEDURE FOR CONDUCTING TESTS:**

6.1 FAT Estimation- The fat would be determined by Gerber Method.

6.2 SNF Estimation- The SNF would be determined by existing calibrated lactometer method. It may also be calculated by approved gravimetric method.

7. **Special Conditions:**

(a) CSM must be supplied in stainless steel tankers only. The parts of the tanker coming in direct contact with CSM must be of stainless steel. Outlet valves fitted in the tankers should be of standard specifications as per requirements of D.M.S. The Second Party may be asked to submit the registration Nos. of tankers with capacity of each of the Chambers of the tankers in which it is proposed to supply CSM to 3rd party packing station. The gross weight of CSM tanker should be in compliance to stipulated weigh bridge capacity of the 3rd party processor/packer at the point of delivery. CSM Suppliers would ensure that the vehicle Registration No. is also printed at the body of their CSM Tankers. All CSM suppliers are required to compulsorily send their CSM tankers with proper seal on top and bottom of the CSM tankers. Second Party may be asked to show valid Pollution Certificate of the CSM tankers to 3rd party packing station. In case any CSM tanker is rejected on grounds of quality, 48 hours time is given to Second Party to replace the rejected quantity. Further, for CSM rejected on the last two days of the week, the Second Party shall be given time to make up supplies up to First two days of the next week. Penalty will not be imposed if the short supplies are made up under stipulated time periods.

(b) The first party if desired shall be free to inspect the premises & records of second party pertaining to milk/CSM business even after completion /cancellation of contract.

3. **Buyer Added Bid Specific Scope Of Work(SOW)**

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

4. **Buyer Added Bid Specific ATC**

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

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.

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---