



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/5970949
Dated/दिनांक : 22-02-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-03-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-03-2025 16:30:00
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	neetusrivastava.aao@dms.nic.in
Item Category/मद केटेगरी	Hiring of Consultants - Milestone/Deliverable Based - Subject Matter Experts; As per Tender Documents uploaded by Buyer; Yes; Hybrid(As specified in scope of work)
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)	13 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
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,Bidder Turnover,Certificate (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?/	No
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	1680000
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	16800

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).	38

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

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

Beneficiary/लाभार्थी :

General Manager

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

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.
2. 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.
3. 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.
4. 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.
5. 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

Extendability of contract requirement:As per Tender Document uploaded by Buyer.

Last 3 years average business revenue from consulting:As per Tender Document uploaded by Buyer.

Number of Consultants on payroll of firms:As per Tender Document uploaded by Buyer.

Number of projects completed in India having similar scope & size of proposed project under

hiring:As per Tender Document uploaded by Buyer.

Scope Of work:[1739947465.pdf](#)

Profile of Consultants:[1739947537.pdf](#)

Pre-qualifications Criteria: [1739947540.pdf](#)

Payment Terms:[1739947544.pdf](#)

Price Break Up Format:[1739947548.pdf](#)

Hiring Of Consultants - Milestone/Deliverable Based - Subject Matter Experts; As Per Tender Documents Uploaded By Buyer; Yes; Hybrid(As Specified In Scope Of Work) (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Consulting Category/ Stream	Subject Matter Experts
Consultant's Profile	As per Tender Documents uploaded by Buyer
Proof of Concept (POC) Required	Yes
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Seema Shairley Kumar	110008,Delhi Milk Scheme, West Patel Nagar, New Delhi	1	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. 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.

3. **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.

4. **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.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

E-Tender No. A11002-1/2024-DMS (PD&CC)

Government of India

Delhi Milk Scheme

West Patel Nagar

New Delhi-110008

1. Subject: **Request for Proposal (RFP) issued GeM Portal for outsourcing the services of one number of FSSAI Consultant/ Professional through the Consultancy Firm.**
2. **Description of Job:** Outsourcing the services of a FSSAI Consultant/ Professional through the Consultancy Firm having expertise in providing services to Govt./ Semi Govt./Organized Dairy Firms/ Private Limited Organization dealing with issues related to law as well as food w.r.t. FSSAI regulatory compliance and manda

tory terms & conditions etc. as per the specified Terms of Reference (TOR).

3. **Terms of Reference (TOR):** Delhi Milk Scheme is a central government organization under Department of Animal Husbandry and Dairying, Ministry of Fisheries, Animal Husbandry and Dairying, which is situated at Shadipur, West Patel Nagar, New Delhi-110008. DMS is engaged in processing and marketing of milk and milk products in NCT of Delhi. DMS intends to outsource the services of Consultancy Firm having expertise in providing services to Govt./ Semi Govt./ Organized Dairy Firms/ Private Limited Organization dealing with issues related to law as well as food w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc. The firm has to carry out the complete work of FSSAI and related activities as under. DMS is getting its milk and milk products packed from Milk Unions of Haryana Dairy Development cooperation Federation (HDDCFL) under 3rd party agreement under Relabeller license from FSSAI.

- A. **Consultancy:** Updating of Quality Manuals (Existing SOP's and manuals will be provided), Management System Preparation of Procedures (MSP) including Food Safety Management Systems (FSMS), Formats and SOPs. The Consultant shall act as facilitator and handhold DMS in development and approval of documentation as per FSSAI format and requirements. The consultancy firm must possess appropriate knowledge of Quality by Design concept including Pasteurization, Processing of Milk & Milk products, including knowledge of Aseptic lines along with cleaning and sanitation process.
- B. In the event of operationalisation of DMS's new/ renovated production unit, technical consultancy support w.r.t Quality by design, quality assurance and quality control to protect the interest of DMS w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
- C. **Quality Auditing (Quality, Food safety and HACCP):** Pertinent to DMS's present 3rd party MoU for processing & packing arrangement with Haryana Dairy Federation and its affiliated Milk Unions to protect the interest of DMS w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
- D. To assist and support in terms of quality aspects for handling issues of

media, publicity awareness campaign, advertisement etc to protect the interest of DMS w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.

- E. To extend technical support in terms of quality by design, quality assurance and quality control and liaison with Central and State governments w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
- F. The consultancy firm will provide technical assistance and support to operation personnel of DMS w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
- G. To extent support and assistance in terms of techno-legal aspects to DMS in FSSAI related court cases, FSSAI regulatory compliance etc and requirements of above-mentioned terms and conditions.
- H. To support and assist in terms of quality checks/verification/validation, if required at marketing sites of DMS to ensure the quality and food safety of products. Verification/validation report should be shared with DMS management within 48 to 72 hours from the date of verification/validation.
- I. The consultancy firm shall be facilitating training and development of the technical staff/employees w.r.t. Key processes of Milk & Milk products including FSSAI Schedule IV requirements, FOSCOS compliances. The objective of the above program is to ensure self-development and take ownership in processes to minimize product non-compliances w.r.t. FSSAI.

4. Details of some of the major tasks of the FSSAI Consultant/ Professional engaged through the Consultancy Firm as described in TOR at Para 2 above:

- A. Plant visit to ensure that the facility and product shall meet the local regulatory requirement (FSSAI/Legal Metrology etc.) w.r.t. FSSAI regulatory compliance and

d mandatory terms & conditions etc. Plant visit report should be shared with DMS management within 48 to 72 hours from the date of plant visit.

- B. Verification of QA/QC documents for Delhi Milk Scheme branded products w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc. The firm should be in a position to guide DMS team technically.
- C. Verification of regulatory documents for the products manufactured under Delhi Milk Scheme brand w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
- D. Coordination with DMS's QC team and HDDCF's QC team to undertake stakeholders' consultation (wherever applicable) with all the heads of the department of DMS and Partner entity (HDDCFL and its affiliated Unions) to prepare QA plan, QC measures and risk mitigation plan/ corrective measures for dairy products marketed by DMS w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc. The firm should be independently coordinating and guiding DMS team for proposed corrective and preventive action plan for the quality issues/consumer complaints for all milk and milk products.
- E. Verification of supplier selected/to be selected through tenders and their compliance as per w.r.t. Food Safety Management Systems, FSSAI regulatory compliance and mandatory terms & conditions etc.
- F. Review of FSSAI Licensing and registration processes w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
- G. Handling issues relating to obtaining and renewing licenses and registrations as per requirement of FSSAI, Legality in Metrology, Packaged Commodities regulations etc.
- H. Review of labels as per FSSAI/Legal Metrology/ASCI Guidelines.
- I. Ensure all labels comply with relevant regulations regarding food safety, metrology, and advertising standards.

- J. Review and check Formulation and product specification, Certificate of Analysis (CoAs) in order to make it compliant as per FSSAI regulation.
 - K. Check product formulations and specifications to ensure they meet regulatory requirements, including Certificate of Analysis (CoA) compliance.
 - L. Create a Dossier for each product for the records and references.
5. Maintain organized documentation for each product, including formulation details, regulatory approvals, and compliance records w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
 6. Support in the label related queries from FSSAI/Customer until any new modification in the regulation w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
 7. To extend support and technical assistance to address and resolve any label-related queries from regulatory authorities or customers, keeping abreast of any regulatory changes w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
 8. To assist in obtaining necessary clearances and approvals for products obtained from third parties/ other State Dairy Federations (from States other than Delhi and Haryana) to enter the market of NCT of Delhi and Delhi NCR w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
 9. To support in terms of techno-legal obligation raised by authority in the court of law of India, including after change in regulatory provisions. Provide techno-legal support ensuring compliance with current regulations w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
 10. Any other work pertaining to the requirement of regulatory food safety requirements w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.

c.

QUALIFICATION CRITERIA (Documentary evidence to be furnished).

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1. The Consultancy Firm must possess at least one year experience in dealing with issues related to law as well as food w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc. The firm should have experience and exposure in both Professional Dairy and Food industry including multinational food and dairy companies.
2. The consultancy firm should have expertise and experienced manpower having minimum 01 year experience and minimum qualification as IDD/B.Sc. /B-Tech (Dairy/ Food)// M-Tech (Dairy/ Food)// B.Sc. (Dairy/ Food)// M. Tech in Food safety and management in dealing with food/dairy industry having exposure in handling FSSAI related cases w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc. Experience certificate issued by authorities of any such food/dairy company to be furnished.
3. The consultancy firm should possess technical know-how of both Indian and international food laws and regulatory requirements.
4. The Consultancy Firm should have support team with technically qualified persons having qualification and experienced mentioned in point No. 2 above. Documents with self certification to be furnished.
5. The consultancy Firm should also possess very strong liaison credentials with FSSAI/FDA officials and should be capable of delivering results when required to safeguard company's reputation. The success rate for complying FSSAI lifted samples should be 90% plus. The firm should also be in a position to coordinate appropriate authority and delay the date of implementation for draft FSSAI notifications, where organizations may suffer in terms of financial losses/reputation losses/other damage to the brand.
6. The consultancy firm should be in a position to technically help the organization in projects (Greenfield/Brownfield projects) to ensure the concept of Quality by design, aspects of quality, food safety to ensure product comes out of the line is FIRST TIME RIGHT.

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Special Terms and Conditions of the Service are as under: -

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1. Eligibility Criteria required for Consultancy Firm :

(i) The Consultancy Firm must possess at least one-year experience in providing services of Professionals/ consultants to Govt./Semi Govt./Organized Dairy Firms/Private Limited Organization/Multinational food companies dealing with issues related to law as well as food w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.

(ii) The Consultancy Firm must have its Firm Registration Certificate and GST Certification.

(iii) The Firm has to provide the documentary evidence of its eligibility criteria including financial turnover in their technical bid for their eligibility to qualify for opening of financial bid.

(iv) The selected/shortlisted L-1 consultancy firm (after opening of financial bid) shall provide the qualification and experience certificates of the professional/ consultant required to be engaged before Award of Contract/ Tender through email to procuring entity (Delhi Milk Scheme) for scrutiny. The procuring entity reserves its right to call the professional/ consultant (proposed to be engaged by consultancy firm) for an interview to determine his ability to complete the required job. The procuring entity reserve the right to reject the professional/ consultant provided by consultancy firm, if found unfit, to carry out the assigned job after scrutiny of his documents and / or conduct of interview. The consultancy firm shall be bound to provide another suitable professional/ consultant in the above case within a period of 15 days, failing which Award of Contract may be cancelled and tender may be scrapped. Decision of GM, DMS shall be final and binding to both the parties in this matter.

(v) During the currency of contract period, if the engaged professional/ consultant leaves the job from the parent/ selected consultancy firm, it shall be responsibility of the consultancy firm to provide the suitable professional/ consultant as per the qualification & experience mentioned in the RFP and after meeting the satisfaction of procuring entity within 15 days, failing which contract may be terminated by forfeiture of Security Deposit by GM, DMS.

2. Qualification and Experience Criteria required for Professional/Consultant engaged by Consultancy Firm:

(i) The Professional/ Consultant engaged by Consultancy Firm should have minimum qualification as IDD/B.Sc./B-Tech (Dairy/Food) or M-Tech (Dairy/Food) or B. Sc. (Dairy/Food) or M. Tech in Food safety & Management.

(ii) The Professional/Consultant engaged by Consultancy Firm should have minimum 01-year experience in dealing with food/dairy industry having exposure in handling FSSAI related cases w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc. Experience certificate issued by authorities of any such food/dairy company to be furnished.

3. **Financial Turnover:** As per guidelines of GeM.

4. EMD, Financial Turnover: EMD & Financial Turn Over are exempted for MSE / Startup firms. Other bidders are required to deposit 2% EMD of estimated Annual value of the contract in the shape Demand Draft / Pay order in favour of General Manager, Delhi Milk Scheme. The EMD in original may be submitted in Delhi Milk Scheme before the 'Bid End Date' failing which their tender will not be considered. Further, copy of the EMD may be uploaded along with the tender on GeM Portal. The Consultancy Firm shall be engaged by DMS on Hybrid Mode (online/off Line).

5. **Evaluation method of Consultancy Proposals:** Above e- tender is invited on two bid System basis. i.e. Technical bid and Financial bid and method of selection of consultancy proposals shall be based on Least Cost System (LCS):

(a) **Technical bid:** consisting of all technical details, consultancy proposal, Certificate/documents in support of eligibility, necessary EMD or exemption certificate etc. are to be uploaded at appropriate place on GeM Portal.

(b) **Financial bid/Price bid:** Financial bid of only those party's shall be o

pened, who fulfill the eligibility criteria and qualifies the technical bid. The lowest party (L-1) shall be decided on the basis of lowest service charges quoted by the consultancy Firms.

6. **Security Deposit:** Successful Bidder is required to deposit 10% security amount of total annual value of the contract for due performance in the shape Demand Draft / Pay order / Fixed Deposit Receipt (FDR) in favour of General Manager, Delhi Milk Scheme which shall be refunded after completion of the contract period. No interest on security deposit shall be paid.
7. **Period of Contract:** The initial contract will be for the period of Two years which can be further extended for another one year depending upon the satisfactory performance and at the sole discretion of General Manager, DMS or till the handing over the Operation & Management of DMS or closure of DMS activity whichever is earlier.
8. **Charges for consultancy services (Salary/Wages):** DMS shall pay the amount of Rs.70000 + Services Charges + GST per month to the contractor and the contractor shall pay the lump-sum amount of Rs.70,000 per month to his deployed manpower through Bank Account by 7th of every month. Provision of EPF & ESI may be made if applicable as per procedure (to be decided by DD(Cost) / Senior Most Account Officer/ Link Officer in DMS.
9. **Payment Terms:** The payment will be made on monthly basis on submission of bills in triplicate for the job duly certified by Indenting Officer/I/c PD&CC. The contractor is required to pay the wages /salary to their workers through their Bank Account by 7th of every month.
10. **No claim for regular job:** The manpower engaged by contractor under this contract shall not have any claim or right for their engagement/recruitment in Delhi Milk Scheme on regular basis or otherwise.
11. **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

e liable in any manner either monetarily or otherwise.

12. For seeking any clarification, bidders / tenderer may contact the Intender/I/c P D&CC, DMS on any working days or on Phone No. No.011-20838129.
13. The Consultancy Firm will liaison with Dy. Manager Quality Control, FSSAI Food labeler Nominee, FBO, Dy. Manager Distribution for cases related to them.
14. **Statutory Requirement:** The contractor is required to abide by all statutory requirements as per Law applicable during the contract period.
15. In case contractor fails to perform the job at any time or mandatory records are not maintained or minimum salary/wages are not paid to worker or any terms & conditions of contract are not complied, the General Manager, Delhi Milk Scheme will treat such act as breach of contract and shall be free to cancel the contract and make alternative arrangements to get the job done. Security deposit can be forfeited and penalty can be recovered from any payable bills of existing contracts or any other contracts of the firm apart from taking other legal/administrative action.
16. **Modification:** In case of any hardship/operational problems faced by either party (i.e. contractor or DMS). General Manager, DMS have the right to add/modify any conditions in the public interest by recording reasons to this effect.
17. **Short Close of Contract:** 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, if any terms & condition is violated or performance of the contractor/deployed manpower is not satisfactory. Further, above contractor can be short closed with one month notice if O&M of DMS is handed over to external agency or Closure of DMS activities or functional requirement of deployed manpower ceased to exist.
18. **Jurisdiction:** all dispute arising out of or touching on the contract shall be subjected to the jurisdiction of the court of Union Territory of Delhi Only.

The bids must be complete in all respect and should cover the entire scope of work, as stipulated in the tender document.

6. **Buyer Added Bid Specific ATC**

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

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

Text Clause(s)

E-Tender No. A11002-1/2024-DMS (PD&CC)

Government of India

Delhi Milk Scheme

West Patel Nagar

New Delhi-110008

1. Subject: **Request for Proposal (RFP) issued GeM Portal for outsourcing the services of one number of FSSAI Consultant/ Professional through the Consultancy Firm.**
2. **Description of Job:** Outsourcing the services of a FSSAI Consultant/ Professional through the Consultancy Firm having expertise in providing services to Govt./ Semi Govt./Organized Dairy Firms/ Private Limited Organization dealing with issues related to law as well as food w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc. as per the specified Terms of Reference (TOR).
3. **Terms of Reference (TOR):** Delhi Milk Scheme is a central government organization under Department of Animal Husbandry and Dairying, Ministry of Fisheries, Animal Husbandry and Dairying, which is situated at Shadipur, West Patel Nagar, New Delhi-110008. DMS is engaged in processing and marketing of milk a

and milk products in NCT of Delhi. DMS intends to outsource the services of Consultancy Firm having expertise in providing services to Govt./ Semi Govt./ Organized Dairy Firms/ Private Limited Organization dealing with issues related to law as well as food w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc. The firm has to carry out the complete work of FSSAI and related activities as under. DMS is getting its milk and milk products packed from Milk Unions of Haryana Dairy Development cooperation Federation (HDDCFL) under 3rd party agreement under Relabeller license from FSSAI.

- A. **Consultancy:** Updating of Quality Manuals (Existing SOP's and manuals will be provided), Management System Preparation of Procedures (MSP) including Food Safety Management Systems (FSMS), Formats and SOPs. The Consultant shall act as facilitator and handhold DMS in development and approval of documentation as per FSSAI format and requirements. The consultancy firm must possess appropriate knowledge of Quality by Design concept including Pasteurization, Processing of Milk & Milk products, including knowledge of Aseptic lines along with cleaning and sanitation process.
- B. In the event of operationalisation of DMS's new/ renovated production unit, technical consultancy support w.r.t Quality by design, quality assurance and quality control to protect the interest of DMS w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
- C. **Quality Auditing (Quality, Food safety and HACCP):** Pertinent to DMS's present 3rd party MoU for processing & packing arrangement with Haryana Dairy Federation and its affiliated Milk Unions to protect the interest of DMS w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
- D. To assist and support in terms of quality aspects for handling issues of media, publicity awareness campaign, advertisement etc to protect the interest of DMS w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
- E. To extend technical support in terms of quality by design, quality assurance and quality control and liaison with Central and State governments w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.

- F. The consultancy firm will provide technical assistance and support to operation personnel of DMS w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
- G. To extent support and assistance in terms of techno-legal aspects to DMS in FSSAI related court cases, FSSAI regulatory compliance etc and requirements of above-mentioned terms and conditions.
- H. To support and assist in terms of quality checks/verification/validation, if required at marketing sites of DMS to ensure the quality and food safety of products. Verification/validation report should be shared with DMS management within 48 to 72 hours from the date of verification/validation.
- I. The consultancy firm shall be facilitating training and development of the technical staff/employees w.r.t. Key processes of Milk & Milk products including FSSAI Schedule IV requirements, FOSCOS compliances. The objective of the above program is to ensure self-development and take ownership in processes to minimize product non-compliances w.r.t. FSSAI.

4. Details of some of the major tasks of the FSSAI Consultant/ Professional engaged through the Consultancy Firm as described in TOR at Para 2 above:

- A. Plant visit to ensure that the facility and product shall meet the local regulatory requirement (FSSAI/Legal Metrology etc.) w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc. Plant visit report should be shared with DMS management within 48 to 72 hours from the date of plant visit.
- B. Verification of QA/QC documents for Delhi Milk Scheme branded products w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc. The firm should be in a position to guide DMS team technically.

- C. Verification of regulatory documents for the products manufactured under Delhi Milk Scheme brand w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
- D. Coordination with DMS's QC team and HDDCF's QC team to undertake stakeholders' consultation (wherever applicable) with all the heads of the department of DMS and Partner entity (HDDCFL and its affiliated Unions) to prepare QA plan, QC measures and risk mitigation plan/ corrective measures for dairy products marketed by DMS w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc. The firm should be independently coordinating and guiding DMS team for proposed corrective and preventive action plan for the quality issues/consumer complaints for all milk and milk products.
- E. Verification of supplier selected/to be selected through tenders and their compliance as per w.r.t. Food Safety Management Systems, FSSAI regulatory compliance and mandatory terms & conditions etc.
- F. Review of FSSAI Licensing and registration processes w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
- G. Handling issues relating to obtaining and renewing licenses and registrations as per requirement of FSSAI, Legality in Metrology, Packaged Commodities regulations etc.
- H. Review of labels as per FSSAI/Legal Metrology/ASCI Guidelines.
- I. Ensure all labels comply with relevant regulations regarding food safety, metrology, and advertising standards.
- J. Review and check Formulation and product specification, Certificate of Analysis (CoAs) in order to make it compliant as per FSSAI regulation.
- K. Check product formulations and specifications to ensure they meet regulatory r

requirements, including Certificate of Analysis (CoA) compliance.

- L. Create a Dossier for each product for the records and references.
5. Maintain organized documentation for each product, including formulation details, regulatory approvals, and compliance records w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
6. Support in the label related queries from FSSAI/Customer until any new modification in the regulation w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
7. To extend support and technical assistance to address and resolve any label-related queries from regulatory authorities or customers, keeping abreast of any regulatory changes w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
8. To assist in obtaining necessary clearances and approvals for products obtained from third parties/ other State Dairy Federations (from States other than Delhi and Haryana) to enter the market of NCT of Delhi and Delhi NCR w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
9. To support in terms of techno-legal obligation raised by authority in the court of law of India, including after change in regulatory provisions. Provide techno-legal support ensuring compliance with current regulations w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
10. Any other work pertaining to the requirement of regulatory food safety requirements w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.

QUALIFICATION CRITERIA (Documentary evidence to be furnished).

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1. The Consultancy Firm must possess at least one year experience in dealing with issues related to law as well as food w.r.t. FSSAI regulatory compliance and m

andatory terms & conditions etc. The firm should have experience and exposure in both Professional Dairy and Food industry including multinational food and dairy companies.

2. The consultancy firm should have expertise and experienced manpower having minimum 01 year experience and minimum qualification as IDD/B.Sc. /B-Tech (Dairy/ Food)/ M-Tech (Dairy/ Food)/ B.Sc. (Dairy/ Food)/ M. Tech in Food safety and management in dealing with food/dairy industry having exposure in handling FSSAI related cases w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc. Experience certificate issued by authorities of any such food/dairy company to be furnished.
3. The consultancy firm should possess technical know-how of both Indian and international food laws and regulatory requirements.
4. The Consultancy Firm should have support team with technically qualified persons having qualification and experienced mentioned in point No. 2 above. Documents with self certification to be furnished.
5. The consultancy Firm should also possess very strong liaison credentials with FSSAI/FDA officials and should be capable of delivering results when required to safeguard company's reputation. The success rate for complying FSSAI lifted samples should be 90% plus. The firm should also be in a position to coordinate appropriate authority and delay the date of implementation for draft FSSAI notifications, where organizations may suffer in terms of financial losses/reputation losses/other damage to the brand.
6. The consultancy firm should be in a position to technically help the organization in projects (Greenfield/Brownfield projects) to ensure the concept of Quality by design, aspects of quality, food safety to ensure product comes out of the line is FIRST TIME RIGHT.

-
Special Terms and Conditions of the Service are as under: -
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1. Eligibility Criteria required for Consultancy Firm :

(i) The Consultancy Firm must possess at least one-year experience in providing services of Professionals/ consultants to Govt./Semi Govt./Organized Dairy Firms/Private Limited Organization/Multinational food companies dealing with issues related to law as well as food w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.

(ii) The Consultancy Firm must have its Firm Registration Certificate and GST Certification.

(iii) The Firm has to provide the documentary evidence of its eligibility criteria including financial turnover in their technical bid for their eligibility to qualify for opening of financial bid.

(iv) The selected/shortlisted L-1 consultancy firm (after opening of financial bid) shall provide the qualification and experience certificates of the professional/ consultant required to be engaged before Award of Contract/ Tender through email to procuring entity (Delhi Milk Scheme) for scrutiny. The procuring entity reserves its right to call the professional/ consultant (proposed to be engaged by consultancy firm) for an interview to determine his ability to complete the required job. The procuring entity reserve the right to reject the professional/ consultant provided by consultancy firm, if found unfit, to carry out the assigned job after scrutiny of his documents and / or conduct of interview. The consultancy firm shall be bound to provide another suitable professional/ consultant in the above case within a period of 15 days, failing which Award of Contract may be cancelled and tender may be scrapped. Decision of GM, DMS shall be final and binding to both the parties in this matter.

(v) During the currency of contract period, if the engaged professional/ consultant leaves the job from the parent/ selected consultancy firm, it shall be responsibility of the consultancy firm to provide the suitable professional/ consultant as per the qualification & experience mentioned in the RFP and after meeting the satisfaction of procuring entity within 15 days, failing which contract may be terminated by forfeiture of Security Deposit by GM, DMS.

2. Qualification and Experience Criteria required for Professional/Consultant engaged by Consultancy Firm:

(i) The Professional/ Consultant engaged by Consultancy Firm should have mini

minimum qualification as IDD/B.Sc./B-Tech (Dairy/Food) or M-Tech (Dairy/Food) or B.Sc. (Dairy/Food) or M. Tech in Food safety & Management.

(ii) The Professional/Consultant engaged by Consultancy Firm should have minimum 01-year experience in dealing with food/dairy industry having exposure in handling FSSAI related cases w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc. Experience certificate issued by authorities of any such food/dairy company to be furnished.

3. **Financial Turnover:** As per guidelines of GeM.

4. EMD, Financial Turnover: EMD & Financial Turn Over are exempted for MSE / Startup firms. Other bidders are required to deposit 2% EMD of estimated Annual value of the contract in the shape Demand Draft / Pay order in favour of General Manager, Delhi Milk Scheme. The EMD in original may be submitted in Delhi Milk Scheme before the 'Bid End Date' failing which their tender will not be considered. Further, copy of the EMD may be uploaded along with the tender on GeM Portal. The Consultancy Firm shall be engaged by DMS on Hybrid Mode (online/off Line).

5. **Evaluation method of Consultancy Proposals:** Above e-tender is invited on two bid System basis. i.e. Technical bid and Financial bid and method of selection of consultancy proposals shall be based on Least Cost System (LCS):

(a) **Technical bid:** consisting of all technical details, consultancy proposal, Certificate/documents in support of eligibility, necessary EMD or exemption certificate etc. are to be uploaded at appropriate place on GeM Portal.

(b) **Financial bid/Price bid:** Financial bid of only those party's shall be opened, who fulfill the eligibility criteria and qualifies the technical bid. The lowest party (L-1) shall be decided on the basis of lowest service charges quoted by the consultancy Firms.

6. **Security Deposit:** Successful Bidder is required to deposit 10% security amount

nt of total annual value of the contract for due performance in the shape Demand Draft / Pay order / Fixed Deposit Receipt (FDR) in favour of General Manager, Delhi Milk Scheme which shall be refunded after completion of the contract period. No interest on security deposit shall be paid.

7. **Period of Contract:** The initial contract will be for the period of Two years which can be further extended for another one year depending upon the satisfactory performance and at the sole discretion of General Manager, DMS or till the handing over the Operation & Management of DMS or closure of DMS activity whichever is earlier.
8. **Charges for consultancy services (Salary/Wages):** DMS shall pay the amount of Rs.70000 + Services Charges + GST per month to the contractor and the contractor shall pay the lump-sum amount of Rs.70,000 per month to his deployed manpower through Bank Account by 7th of every month. Provision of EPF & ESI may be made if applicable as per procedure (to be decided by DD(Cost) / Senior Most Account Officer/ Link Officer in DMS.
9. **Payment Terms:** The payment will be made on monthly basis on submission of bills in triplicate for the job duly certified by Indenting Officer/I/c PD&CC. The contractor is required to pay the wages /salary to their workers through their Bank Account by 7th of every month.
10. **No claim for regular job:** The manpower engaged by contractor under this contract shall not have any claim or right for their engagement/recruitment in Delhi Milk Scheme on regular basis or otherwise.
11. **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.
12. For seeking any clarification, bidders / tenderer may contact the Intender/I/c PD&CC, DMS on any working days or on Phone No. No.011-20838129.

13. The Consultancy Firm will liaison with Dy. Manager Quality Control, FSSAI Food labeler Nominee, FBO, Dy. Manager Distribution for cases related to them.
14. **Statutory Requirement:** The contractor is required to abide by all statutory requirements as per Law applicable during the contract period.
15. In case contractor fails to perform the job at any time or mandatory records are not maintained or minimum salary/wages are not paid to worker or any terms & conditions of contract are not complied, the General Manager, Delhi Milk Scheme will treat such act as breach of contract and shall be free to cancel the contract and make alternative arrangements to get the job done. Security deposit can be forfeited and penalty can be recovered from any payable bills of existing contracts or any other contracts of the firm apart from taking other legal/administrative action.
16. **Modification:** In case of any hardship/operational problems faced by either party (i.e. contractor or DMS). General Manager, DMS have the right to add/modify any conditions in the public interest by recording reasons to this effect.
17. **Short Close of Contract:** 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, if any terms & condition is violated or performance of the contractor/deployed manpower is not satisfactory. Further, above contractor can be short closed with one month notice if O&M of DMS is handed over to external agency or Closure of DMS activities or functional requirement of deployed manpower ceased to exist.
18. **Jurisdiction:** all dispute arising out of or touching on the contract shall be subjected to the jurisdiction of the court of Union Territory of Delhi Only.

The bids must be complete in all respect and should cover the entire scope of work, as stipulated in the tender document.

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

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

9. **Buyer Added Bid Specific SLA**

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

10. **Buyer Added Bid Specific SLA**

Text Clause(s)

E-Tender No. A11002-1/2024-DMS (PD&CC)

Government of India

Delhi Milk Scheme

West Patel Nagar

New Delhi-110008

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as well as food w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc. The firm has to carry out the complete work of FSSAI and related activities as under. DMS is getting its milk and milk products packed from Milk Unions of Haryana Dairy Development cooperation Federation (HDDCFL) under 3rd party agreement under Relabeller license from FSSAI.

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personnel of DMS w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.

- G. To extent support and assistance in terms of techno-legal aspects to DMS in FSSAI related court cases, FSSAI regulatory compliance etc and requirements of above-mentioned terms and conditions.
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9. To support in terms of techno-legal obligation raised by authority in the court of law of India, including after change in regulatory provisions. Provide techno-legal support ensuring compliance with current regulations w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc.
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QUALIFICATION CRITERIA (Documentary evidence to be furnished).

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2. The consultancy firm should have expertise and experienced manpower having minimum 01 year experience and minimum qualification as IDD/B.Sc. /B-Tech (Dairy/ Food)/ M-Tech (Dairy/ Food)/ B.Sc. (Dairy/ Food)/ M. Tech in Food safety and management in dealing with food/dairy industry having exposure in handling FSSAI related cases w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc. Experience certificate issued by authorities of any such food/dairy company to be furnished.
3. The consultancy firm should possess technical know-how of both Indian and international food laws and regulatory requirements.
4. The Consultancy Firm should have support team with technically qualified persons having qualification and experienced mentioned in point No. 2 above. Documents with self certification to be furnished.
5. The consultancy Firm should also possess very strong liaison credentials with FSSAI/FDA officials and should be capable of delivering results when required to safeguard company's reputation. The success rate for complying FSSAI lifted samples should be 90% plus. The firm should also be in a position to coordinate appropriate authority and delay the date of implementation for draft FSSAI notifications, where organizations may suffer in terms of financial losses/reputation losses/other damage to the brand.
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(iv) The selected/shortlisted L-1 consultancy firm (after opening of financial bid) shall provide the qualification and experience certificates of the professional/ consultant required to be engaged before Award of Contract/ Tender through email to procuring entity (Delhi Milk Scheme) for scrutiny. The procuring entity reserves its right to call the professional/ consultant (proposed to be engaged by consultancy firm) for an interview to determine his ability to complete the required job. The procuring entity reserve the right to reject the professional/ consultant provided by consultancy firm, if found unfit, to carry out the assigned job after scrutiny of his documents and / or conduct of interview. The consultancy firm shall be bound to provide another suitable professional/ consultant in the above case within a period of 15 days, failing which Award of Contract may be cancelled and tender may be scrapped. Decision of GM, DMS shall be final and binding to both the parties in this matter.

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(i) The Professional/ Consultant engaged by Consultancy Firm should have minimum qualification as IDD/B.Sc./B-Tech (Dairy/Food) or M-Tech (Dairy/Food) or B.Sc. (Dairy/Food) or M. Tech in Food safety & Management.

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handling FSSAI related cases w.r.t. FSSAI regulatory compliance and mandatory terms & conditions etc. Experience certificate issued by authorities of any such food/dairy company to be furnished.

3. **Financial Turnover:** As per guidelines of GeM.
4. **EMD, Financial Turnover:** EMD & Financial Turn Over are exempted for MSE / Startup firms. Other bidders are required to deposit 2% EMD of estimated Annual value of the contract in the shape Demand Draft / Pay order in favour of General Manager, Delhi Milk Scheme. The EMD in original may be submitted in Delhi Milk Scheme before the 'Bid End Date' failing which their tender will not be considered. Further, copy of the EMD may be uploaded along with the tender on GeM Portal. The Consultancy Firm shall be engaged by DMS on Hybrid Mode (online/off Line).
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 - (a) **Technical bid:** consisting of all technical details, consultancy proposal, Certificate/documents in support of eligibility, necessary EMD or exemption certificate etc. are to be uploaded at appropriate place on GeM Portal.
 - (b) **Financial bid/Price bid:** Financial bid of only those party's shall be opened, who fulfill the eligibility criteria and qualifies the technical bid. The lowest party (L-1) shall be decided on the basis of lowest service charges quoted by the consultancy Firms.
6. **Security Deposit:** Successful Bidder is required to deposit 10% security amount of total annual value of the contract for due performance in the shape Demand Draft / Pay order / Fixed Deposit Receipt (FDR) in favour of General Manager, Delhi Milk Scheme which shall be refunded after completion of the contract period. No interest on security deposit shall be paid.

7. **Period of Contract:** The initial contract will be for the period of Two years which can be further extended for another one year depending upon the satisfactory performance and at the sole discretion of General Manager, DMS or till the handing over the Operation & Management of DMS or closure of DMS activity whichever is earlier.
8. **Charges for consultancy services (Salary/Wages):** DMS shall pay the amount of Rs.70000 + Services Charges + GST per month to the contractor and the contractor shall pay the lump-sum amount of Rs.70,000 per month to his deployed manpower through Bank Account by 7th of every month. Provision of EPF & ESI may be made if applicable as per procedure (to be decided by DD(Cost) / Senior Most Account Officer/ Link Officer in DMS.
9. **Payment Terms:** The payment will be made on monthly basis on submission of bills in triplicate for the job duly certified by Indenting Officer/I/c PD&CC. The contractor is required to pay the wages /salary to their workers through their Bank Account by 7th of every month.
10. **No claim for regular job:** The manpower engaged by contractor under this contract shall not have any claim or right for their engagement/recruitment in Delhi Milk Scheme on regular basis or otherwise.
11. **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.
12. For seeking any clarification, bidders / tenderer may contact the Intender/I/c PD&CC, DMS on any working days or on Phone No. No.011-20838129.
13. The Consultancy Firm will liaison with Dy. Manager Quality Control, FSSAI Food labeler Nominee, FBO, Dy. Manager Distribution for cases related to them.
14. **Statutory Requirement:** The contractor is required to abide by all statutory r

requirements as per Law applicable during the contract period.

15. In case contractor fails to perform the job at any time or mandatory records are not maintained or minimum salary/wages are not paid to worker or any terms & conditions of contract are not complied, the General Manager, Delhi Milk Scheme will treat such act as breach of contract and shall be free to cancel the contract and make alternative arrangements to get the job done. Security deposit can be forfeited and penalty can be recovered from any payable bills of existing contracts or any other contracts of the firm apart from taking other legal/administrative action.
16. **Modification:** In case of any hardship/operational problems faced by either party (i.e. contractor or DMS). General Manager, DMS have the right to add/modify any conditions in the public interest by recording reasons to this effect.
17. **Short Close of Contract:** 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, if any terms & condition is violated or performance of the contractor/deployed manpower is not satisfactory. Further, above contractor can be short closed with one month notice if O&M of DMS is handed over to external agency or Closure of DMS activities or functional requirement of deployed manpower ceased to exist.
18. **Jurisdiction:** all dispute arising out of or touching on the contract shall be subjected to the jurisdiction of the court of Union Territory of Delhi Only.

The bids must be complete in all respect and should cover the entire scope of work, as stipulated in the tender document.

11. Service & Support

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

12. **Service & Support**

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

13. **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.

14. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1

bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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---