

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-06-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-06-2025 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	anil.kumarsm@dms.nic.in
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	Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	455428750

Bid Details/बिड विवरण	
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

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	0.56
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	15

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

Beneficiary/लाभार्थी :

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

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

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:[1747474269.pdf](#)

Milk Content Specifications:[1747474272.pdf](#)

Tentative Delivery Schedule:[1747474275.pdf](#)

Milk Supply Services (9125000)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Milk to be supplied	Raw (pasteurized) Mixed milk (Cow/ Mixed)
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	Ballabgarh Milk Plant, Milk Plant Road, Arya Nagar, Ballabgarh (Haryana)

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	M. Kali Venkat Ramanna	110008, Delhi Milk Scheme, West Patel Nagar, New Delhi	9125000	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

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.

3. Forms of EMD and PBG

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

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

4. Service & Support

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

5. Service & Support

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

6. 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.

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1

Scope of Work-

Supply of pure & unadulterated raw(pasteurized) Mixed milk (Cow/ Mixed) conforming to the specifications and conditions given as per APPENDIX enclosed for year 2025-26 within the Contract Period at Ballabgarh Milk Plant, Milk Plant Road, Arya Nagar, Ballabgarh (Haryana)/any Milk Union of HDDCF/DMS in the milk tankers of the Second Party on behalf of Delhi Milk Scheme.

1. PERIOD OF AGREEMENT: - The Agreement shall remain in operation for 01 years from the start Date or till

II handing over of operation and management of DMS to external agency or closing of DMS activities by Deptt. of AH&D, whichever is earlier.

2. DESCRIPTION OF STORES: - The second party shall supply pure & unadulterated raw(pasteurized) Mixed milk (Cow/ Mixed) conforming to the specifications and conditions given in the APPENDIX enclosed.

3. RATES: - The rates and incentive (as and when applicable) payable for supply of milk shall be as per the DMS price fixation policies from time to time for supplies of milk made by the later to the former, during the contract period. The rates will be for delivery of milk at Ballabgarh Milk Plant, Milk Plant Road, Arya Nagar, Ballabgarh (Haryana)/any Milk Union of HDDCF/DMS in the milk tankers of the Second Party. No other charges whatsoever will be paid extra.

4. FSSAI certifications for milk handling: - The second party shall submit renewed FSSAI License of its operation Premises before expiring of existing FSSAI License to procurement section for records.

5. QUANTITY: -

a) The Second Party shall supply contracted quantity of Raw (pasteurized) Milk (Cow/ Mixed) per day during the contracted period on an average basis (i.e. Quantity of contract for a year / 365 days is the average quantity to supply per day).

b) In case if supplies of milk 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 milk from tankers at the dock of the Ballabgarh Milk Plant, Milk Plant Road, Arya Nagar, Ballabgarh (Haryana)/any Milk Union of HDDCF/ Central Dairy of the First Party and shall arrange unloading of the milk at their costs. The Second Party shall have the right to supervise the unloading, weighment and quality test of milk. Unless otherwise specified by the second party the person responsible for delivering the consignment at the reception dock of the Ballabgarh Milk Plant, Milk Plant Road, Arya Nagar, Ballabgarh (Haryana)/any Milk Union of HDDCF/Central Dairy of first party, shall be considered as the authorized representative of the second party.

d) The quantity accepted shall be decided by the weighment at the Ballabgarh Dairy/Central Dairy of the First Party and shall be considered for billing purpose. In case of Under capacity/Break down/fault of

weighment bridge at the Ballabgarh Dairy/Central Dairy DMS of the First Party the weighment done at outside Govt Certified weighment bridge is taken into account for final billing purpose.

2

e) The party is expected to supply milk consistently as per the agreement quantity so that the processing operations of DMS are regulated properly. Generally, DMS may accept approx. 2 days of contracted quantity in one day. However, DMS may accept extra quantity of milk than the contracted quantity on any single day in the interest of DMS.

f) DMS reserves the right to accept or reject any excess milk supplied by the Milk Supplier more than the weekly contracted quota. If accepted, DMS reserves the right to reduce the quota of milk of following week by the amount of excess milk accepted in the previous week as per DMS requirement. The contracted quantity of second party may be decreased at any time during the period of contract considering the change in raw milk requirements of DMS Central Dairy by General Manager, DMS and

second party will supply the same to DMS on same rates, terms & conditions of Agreement.

6) ACCEPTANCE & QUALITY INSPECTION OF MILK: -

6.1. The acceptance of milk shall be subject to quality tests in the Quality Control Laboratory of the Ballabgarh Milk Plant, Milk Plant Road, Arya Nagar, Ballabgarh (Haryana)/any Milk Union of HDDCF/ Central Dairy DMS. Only such milk 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 milk tanker is decanted by DMS. For this all milk suppliers are required to send their milk tankers by ensuring that the quality of milk in their tanker is as per FSSAI norms. In case any milk 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 ab

out such rejection failing which, the rejected milk 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.

6.2 Milk will be accepted on organoleptic, chemical and bacteriological test as per standard dairy practices .

6.3 The milk should be free from any sediment, adulterants, neutralizers or any other foreign matter.

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

6.5 The First Party shall arrange to analyze and test the milk at the Quality Control Laboratory of the Ballabgarh Milk Plant, Milk Plant Road, Arya Nagar, Ballabgarh (Haryana)/any Milk Union of HDDCF/ Central Dairy for acceptance. The analytical results at the Quality Control Laboratory of the First Party shall be final. The method of test will be as in vogue. If variation in testing by the Ballabgarh Milk Plant, Milk Plant Road, Arya Nagar, Ballabgarh (Haryana)/any Milk Union of HDDCF/Central Dairy DMS for Fat/SNF is more than 0.2% in comparison to the testing of the Second Party, then if requested by Second party the sample of milk will be preserved by DMS 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 milk does not conform to the norms specified for it, entire consignment will be rejected by the First Party.

3

It will be the prerogative of DMS to get the milk tested from an accredited laboratory for any uncommon adulterant and in the event of the milk found adulterated, DMS may not make any payment for milk supplies made for 15 days prior to such detection or recover the same from other payments/bills due to the party or from future bills as the case may be.

6.6 The decisions of the In-charge Quality Control of the First Party/ Ballabgarh Milk Plant, Milk Plant Road, Arya Nagar, Ballabgarh (Haryana)/any Milk Union of HDDCF regarding rejection of milk 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 milk shall be the responsibility of the Second Party.

6.7 Second Party shall not dispatch their loaded milk vehicles much in advance and more than contracted quantity, if such happens they will be themselves responsible for deterioration of quality & rejection of such milk on the basis of deteriorated quality.

6.8 During the currency of contract if the second party is penalized/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.

7. SECURITY: -

7.1. SECURITY DEPOSIT: - The Second Party shall furnish a Security Deposit amount as Performance Security equivalent to two day's supply of contracted quantity of milk 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 02 months after extendable period of contract agreement. Deducted payable bill against security deposit may be refunded after scrutiny of submitted FDR/ Bank Guarantee.

7.2. 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.

7.3. 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.

8. PENALTY: -

8.1. In case of failure to supply the contracted quantity of milk on weekly basis, G.M., D.M.S., may levy penalty at the following rates {Penalty (if any) for short supply will be calculated on the basis of no. of days in that schedule period as per 8.1(c) x Contracted Quantity for a year / 365 days} in a period: -

a) For shortfall in weekly supply Up to 20%: Nil

b) For shortfall in weekly supply above 20%: Rs. 1.00/- per kg for shortfall above 20%.

4

c) For the purpose of ascertaining whether contracted quantity has been supplied during schedule period schedule given below shall be taken into consideration: -

i) 1st till 8th date of month 1st period

ii) 9th till 16th date of month 2nd period

iii) 17th till 23th date of month 3rd period

iv) 24th till last day of month 4th period

d) A supply day is defined as the day beginning from 12:00 AM to 11:59 PM in the subsequent day for the purpose of billing & implementation & supply/ contracted quota.

9. PAYMENT: -

The Second Party shall submit/generate Bill online on GeM Portal itself for quantity of Milk supplied for above scheduled period and also send receipted bill in triplicate duly Revenue Stamped to Procurement Section, DMS indicating the quantity and quality as certified by DMS and the value of the supplies made during the preceding week for SDFs/Milk Producer companies. DMS shall subject to the provisions contained in the agreement make endeavors for the payment within seven working days after the date of receipt of Complete Correct bills.

10. RECOVERY OF SUM DUE: -

10.1. 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.

10.2. 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 milk. Such

recoveries will be affected from the security deposit and the price payable to the Second Party for milk 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.

11. ASSIGNMENT OR SUBLETTING OF CONTRACT: -

The Second Party shall not assign or sublet the contract or any part therein.

12. 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

5

cancelled or otherwise. G.M., D.M.S., will also be entitled to recover from the Second Party any loss resulting there from.

13. COMPENSATION FOR INJURIES TO THE STAFF OF THE SUPPLIER-

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./Ballabgarh Plant premises to discharge the contractual obligations.

14. DAMAGE TO GOVT. PROPERTY: -

The Second Party shall ensure that no damage is done to the machinery or equipment or any other property of the Ballabgarh Milk Plant, Milk Plant Road, Arya Nagar, Ballabgarh (Haryana)/any Milk Union of HDDCF/ Central Dairy D.M.S. 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.

15. CORRUPT PRACTICE:

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 forfeiting 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, clean milk collected from milk producers directly. Milk 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 milk or terminate the agreement in event of detection of supplies of milk received by it out of trading business.

16. FORCE MAJEURE: -

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 milk, 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 within 24 (twenty four) hours, the penalty clause will not be applied.

17. EXTENSION OF CONTRACT: -

The contract may be extended for a period of ninety (90) days/as per GEM Terms and Conditions on the same rates, terms and conditions of the Agreement.

6

18. POWER TO SHORT-CLOSE/ CANCEL THE CONTRACT: -

18.1. 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.

18.2. 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 milk bills/Security/any other payment due.

18.3. General Manager reserves the right to terminate/ extend the tender/ contract with one-month notice without assigning any reason. The contract agreement may also be terminated 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 in case of closing of DMS activities by Deptt. of AH&D

19. ARBITRATION CLAUSE:-

19.1. 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.

19.2. 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.

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

20. JURISDICTION: -

All disputes arising out of or raised on this contract shall be subject to the jurisdiction of the courts of the National Capital Territory of Delhi.

21. The stamp duty/GeM transaction Charges based on order value applicable if any, chargeable under the law/as per rule, shall be borne and paid by the Second Party.

7

APPENDIX

NORMS FOR ACCEPTANCE OF RAW (PASTEURIZED) MILK (COW/ MIXED), DURING THE Contracted Period at Ballabgarh Milk Union:

General Compositions & Quality Parameters : -

Fat Content % (Minimum) 5.00

SNF Content % (Minimum) 8.50

(a) Acidity%: (Maximum) 0.144 at SNF 8.5%, (Minimum) 0.110 at SNF 8.5%

(b) Temperature of raw milk 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 packer's dock/DMS. The milk tankers not complying above norms shall not be accepted.

(c) Milk Suppliers are required to install Temperature Control & Monitoring Device in their milk tankers carrying Raw Milk to 3rd party packaging station/DMS.

(d) DMS/BLB may reject the milk in case MBRT of milk is less than 30 Minutes.

(e) Raw(Pasteurized) Milk should be free from any added SMP, WMP, White Butter and Butter Oil.

(f) As per FSSAI regulations 2011, the FAT and SNF standards defined for various categories of milk 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 raw milk is always made as per actual receipt of total kgs. of SNF & Fat in a milk tanker, therefore DMS/BLB endeavour shall be to receive fresh and

natural raw milk without any added SMP, WMP, White Butter and Butter Oil.

Mandatory requirements for supply of Raw (Pasteurized) Mixed Milk:

(a) Free from visible extraneous matter.

(b) Free from adulterants/preservatives/neutralizers/sediments. All Norms for Adulterants, Chemical contaminants and Microbiological contaminants should must follow as per FSSAI Norms as FSSAI Manual (Milk and Milk Products) 2016.

(c) All other quality parameters with regard to milk supplied shall be as per the standards applicable in the

state of Delhi.

(d) Raw Milk means Raw (Pasteurized) Mixed Milk.

4. Food additives: Milk shall not contain any food additives.

5. Contaminants, Toxins and Residues: 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.

8

6. 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 as per BIS/FSSAI norms.

7. PROCEDURE FOR CONDUCTING TESTS:

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

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

8. SPECIAL CONDITION:

i) Milk must be supplied in stainless steel tankers only. The parts of the tanker coming in direct contact with milk 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 milk to D.M.S. Milk Suppliers would ensure that the vehicle Registration No. is also printed at the body of their Milk Tankers. All milk suppliers are required to compulsorily send

their milk tankers with proper seal on top and bottom of the milk tankers. Second Party may be asked to show valid Pollution Certificate of the Milk tankers to Ballabgarh/DMS. In case any milk tanker is rejected on grounds of quality, 48 hours' time is given to Second Party to replace the rejected quantity. Further, for milk rejected on the last two days of the week, the Second Party shall be given time to make up supplies up to the first two days of the next week.

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

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8. Buyer Added Bid Specific ATC

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

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

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

10. Buyer Added Bid Specific SLA

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

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The additional terms and conditions have been incorporated by the Buyer after approval of the Competent

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which

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

---Thank You/धन्यवाद---