



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5086046
Dated/दिनांक : 24-06-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-07-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-07-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Fisheries Animal Husbandry Dairying
Department Name/विभाग का नाम	Department Of Animal Husbandry And Dairying
Organisation Name/संगठन का नाम	Delhi Milk Scheme
Office Name/कार्यालय का नाम	Delhi Milk Scheme, West Patel Nagar, New Delhi
Item Category/मद केटेगरी	Manpower Outsourcing Services - Fixed Remuneration - FSSAI Consultant or Expert; FSSAI Consultant or Expert; Graduate
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	25 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
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	877320
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	17546

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी 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 Scheme, Ministry of Fisheries Animal Husbandry Dairying
(Chinmoyjit Sen)

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:Bidder shall adhere to all Scope of Work, QUALIFICATION CRITERIA and Special Terms & Conditions of the service as mentioned in Tender Document.

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:Bidder shall adhere to all Scope of Work, QUALIFICATION CRITERIA and Special Terms & Conditions of the service as mentioned in Tender Document.

Geographic Presence: Office registration certificate:Bidder shall adhere to all Scope of Work, QUALIFICATION CRITERIA and Special Terms & Conditions of the service as mentioned in Tender Document.

Scope of work & Job Description:[1719227041.pdf](#)

In case, the buyer wants to retain some of the existing resources then buyer is needed to upload the list of resources along with the quantity of each type or resource to be continued by the successful bidder/service provider under the new contract as per the T&C of new contract concluded on the basis of this bid along with approval of Competent Authority.:[1719227051.pdf](#)

Manpower Outsourcing Services - Fixed Remuneration - FSSAI Consultant Or Expert; FSSAI Consultant Or Expert; Graduate (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Function	FSSAI Consultant or Expert
List of Profiles	FSSAI Consultant or Expert
Educational Qualification	Graduate
Specialization	Science or Food or Dairy
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	Minimum 01 Year
State	NA
District	NA
Zipcode	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Designation	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Ajay Kumar Yadav	110008,Delhi Milk Scheme, West Patel Nagar, New Delhi	1	<ul style="list-style-type: none">• Basic monthly pay (INR) exclusive of GST : 60000• Bonus (INR Monthly) : 0• EDLI (INR Monthly) : 0• EPF Admin Charges (INR Monthly) : 0• Estimated Number of Overtime Hours per Resource per Month : 0• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0• Optional Allowances 1 (INR Monthly) : 0• Optional Allowances 2 (INR Monthly) : 0• Optional Allowances 3 (INR Monthly) : 0• Provident Fund (INR Monthly) : 0• ESI (INR Monthly) : 0• Tenure/ Duration of Employment (In Months) : 12

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. Service & Support

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

6. Service & Support

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

7. 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

Subject: E-Tender No. A11002-1/2024-DMS (PD&CC) through GeM for outsourcing the services of one number of FSSAI Consultant (GeM).

1. Description of Job: Outsourcing the services of one number of FSSAI Consultant for carrying out the work of FSSAI and its related activities as per scope of work.

2. Scope of Work: 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 one number of FSSAI Consultant through contractor/agency. The agency 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), Formats and SOPs. The Consultant shall act as facilitator and handhold DMS in development and approval of documentation as per FSSAI format and requirements.

B. In the event of operationalization of DMS's new/ renovated production unit, technical consultancy support w.r.t quality assurance and quality control to protect the interest of DMS.

C. Quality Auditing (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.

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.

E. To extend technical support in terms of quality assurance and quality control and liaison with Central and State governments w.r.t. FSSAI and related authorities.

F. FSSAI Consultant will provide technical assistance and support to operation personnel of DMS.

G. To extend support and assistance in terms of techno-legal aspects to DMS in FSSAI related court cases and to comply to the 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.

3. Details of some of the major tasks of the consultancy/assignment as described in SOW.

- A. Plant visit to ensure that the facility and product shall meet the local regulatory requirement (FSSAI/Legal Metrology etc.).
- B. Verification of QA/QC documents for Delhi Milk Scheme branded products.
 - C. Verification of regulatory documents for the products manufactured under Delhi Milk Scheme brand.
 - 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.
 - E. Verification of supplier selected/to be selected through tenders and their compliance as per regulation.
 - F. Review of FSSAI Licensing and registration processes.
 - 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 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.
 - M. Maintain organized documentation for each product, including formulation details, regulatory approvals, and compliance records.
 - N. Support in the label related queries from FSSAI/Customer until any new modification in the regulation.

O. 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.

P. 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.

Q. 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.

R. Any other work pertaining to the requirement of regulatory food safety requirements.

QUALIFICATION CRITERIA (Documentary evidence to be furnished).

1. The FSSAI Consultant must possess at least one year experience as FSSAI Nominee in any food/dairy industry having exposure in handling similar task to meet the requirements, as described in the tender document. Experience certificate issued by authorities of any such food/dairy company to be furnished.

2. The FSSAI Consultant should have experience in dealing with FSSAI consultancy work for at least one year. Experience certificate issued by authorities of any such food/dairy company to be furnished.

3. The FSSAI Consultant/Agency should have support team with at least two technically qualified persons. Documents with self certification to be furnished. The Agency should have a minimum experience of 02 years.

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

1. Eligibility Criteria and Documents required with Tender : As detailed in qualification criteria.

2. Financial Turnover: As per guidelines of GeM.

3. 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. Experience criteria is not exempted for MSE/Startup firms.

4. **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.

5. **Period of Contract:** The initial contract will be for the period of one year 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.

6. **Charges for consultancy services (Salary/Wages):** DMS shall pay the amount of Rs.60000/- + Services Charges + GST per month to the contractor and the contractor shall pay the lump-sum amount of Rs.60,000/- 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. At least one expert/authorized representative conversant with the job shall be deployed to work from DMS Administrative Wing/marketing office.

7. **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.

8. **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.

9. **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.

10. For seeking any clarification, bidders/tenderer may contact the Indenter/I/c PD&CC, DMS on any working days or on Phone No. No.011-20838129.

11. **Statutory Requirement:** The contractor is required to abide by all statutory requirements as per Law applicable during the contract period

12. 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.

13. **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.

14. **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.

15. **Conflict of interest:** The consultant appointed by the DMS, shall in no case represent or give opinion or advice to others in any matter which is adverse to the interest of this Department/organization nor will he indulge in any activity outside the terms of employment/contractual assignment.

16. **Termination of Agreement:** The DMS retains the right to terminate the contract at any time without giving any notice and also without assigning any reasons. Some of the situations under which the DMS may terminate the contract are:-

- (i) The Consultant is unable to address the assigned work.
- (ii) Quality of the assigned work is not to the satisfaction of the DMS.
- (iii) The Consultant is found lacking in honesty and integrity.

17. **Interpretation Clause:** The power to interpret any of the guidelines or power to settle any dispute arising out of these guidelines shall lie with the GM, DMS whose decision shall be final and binding. Further, any condition not explicitly covered under these guidelines shall be put up to GM, DMS for decision which

h shall be final and binding on the consultant.

18. **Leave:** Paid leave of absence may be allowed as per rule for each completed month of service.

19. **Working Hours:** The Consultant shall be required to observe the normal office timings and may also be called upon to attend the office on Second Saturday, Sunday or any holiday in case of urgency. They shall mark their attendance in AEBAS mandatorily, failing which it may result in deduction of remuneration.

20. **Confidentiality of data and documents:**

- (i) The Consultant will maintain absolute confidentiality and secrecy of the information handled by him. The secrecy and confidentiality are to be maintained even after the termination of the engagement.
- (ii) The intellectual Property Rights (IPR) of the data collected as well as deliverables by the consultant produced for the Department/organization shall remain with the Department/organization.
- (iii) No Consultant shall utilize or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of this assignment or during the course of assignment for the Department/organization, without the express written consent of the Department/organization.
- (iv) The consultant shall be bound to hand-over the entire set of records of assignment to the Department/organization before the expiry of the contract, and before the final payment is released by the Department/organization.
- (v) The Consultant would be required to sign a non-disclosure undertaking.

21. **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.

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 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

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C. **Quality Auditing (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.

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.

E. To extend technical support in terms of quality assurance and quality control and liaison with Central and State governments w.r.t. FSSAI and related authorities.

es.

F. FSSAI Consultant will provide technical assistance and support to operation personnel of DMS.

G. To extend support and assistance in terms of techno-legal aspects to DMS in FSSAI related court cases and to comply to the 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.

3. Details of some of the major tasks of the consultancy/assignment as described in SOW.

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

B. Verification of QA/QC documents for Delhi Milk Scheme branded products.

C. Verification of regulatory documents for the products manufactured under Delhi Milk Scheme brand.

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.

E. Verification of supplier selected/to be selected through tenders and their compliance as per regulation.

F. Review of FSSAI Licensing and registration processes.

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 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.

M. Maintain organized documentation for each product, including formulation details, regulatory approvals, and compliance records.

N. Support in the label related queries from FSSAI/Customer until any new modification in the regulation.

O. 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.

P. 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.

Q. 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.

R. Any other work pertaining to the requirement of regulatory food safety requirements.

QUALIFICATION CRITERIA (Documentary evidence to be furnished).

1. The FSSAI Consultant must possess at least one year experience as FSSAI Nominee in any food/dairy industry having exposure in handling similar task to meet the requirements, as described in the tender document. Experience certificate issued by authorities of any such food/dairy company to be furnished.

2. The FSSAI Consultant should have experience in dealing with FSSAI consultancy work for at least one year. Experience certificate issued by authorities of any s

uch food/dairy company to be furnished.

3. The FSSAI Consultant/Agency should have support team with at least two technically qualified persons. Documents with self certification to be furnished. The Agency should have a minimum experience of 02 years.

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

1. Eligibility Criteria and Documents required with Tender : As detailed in qualification criteria.

2. Financial Turnover: As per guidelines of GeM.

3. 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. Experience criteria is not exempted for MSE/Startup firms.

4. **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.

5. **Period of Contract:** The initial contract will be for the period of one year 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.

6. **Charges for consultancy services (Salary/Wages):** DMS shall pay the amount of Rs.60000/- + Services Charges + GST per month to the contractor and the contractor shall pay the lump-sum amount of Rs.60,000/- 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. At least one expert/authorized representative conversant with the job shall be deployed to work from DMS Administrative Wing/marketing office.

7. **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.

8. **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.

9. **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.

10. 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.

11. **Statutory Requirement:** The contractor is required to abide by all statutory requirements as per Law applicable during the contract period.

12. 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.

13. **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.

14. **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.

15. **Conflict of interest:** The consultant appointed by the DMS, shall in no case represent or give opinion or advice to others in any matter which

h is adverse to the interest of this Department/organization nor will he indulge in any activity outside the terms of employment/contractual assignment.

16. Termination of Agreement: The DMS retains the right to terminate the contract at any time without giving any notice and also without assigning any reasons. Some of the situations under which the DMS may terminate the contract are:-

- (i) The Consultant is unable to address the assigned work.
- (ii) Quality of the assigned work is not to the satisfaction of the DMS.
- (iii) The Consultant is found lacking in honesty and integrity.

17. Interpretation Clause: The power to interpret any of the guidelines or power to settle any dispute arising out of these guidelines shall lie with the GM, DMS whose decision shall be final and binding. Further, any condition not explicitly covered under these guidelines shall be put up to GM, DMS for decision which shall be final and binding on the consultant.

18. Leave: Paid leave of absence may be allowed as per rule for each completed month of service.

19. Working Hours: The Consultant shall be required to observe the normal office timings and may also be called upon to attend the office on Second Saturday, Sunday or any holiday in case of urgency. They shall mark their attendance in AEBAS mandatorily, failing which it may result in deduction of remuneration.

20. Confidentiality of data and documents:

- (i) The Consultant will maintain absolute confidentiality and secrecy of the information handled by him. The secrecy and confidentiality are to be maintained even after the termination of the engagement.
- (ii) The intellectual Property Rights (IPR) of the data collected as well as deliverables by the consultant produced for the Department/organization shall remain with the Department/organization.
- (iii) No Consultant shall utilize or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of this assignment or during the course of assignment for the Department/organization, without the express written consent of the Department/organization.

(iv) The consultant shall be bound to hand-over the entire set of records of assignment to the Department/organization before the expiry of the contract, and before the final payment is released by the Department/organization.

(v) The Consultant would be required to sign a non-disclosure undertaking.

21. 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.

Disclaimer/अस्वीकरण

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

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

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

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

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

---Thank You/धन्यवाद---