

**DELHI MILK SCHEME**  
**GOVERNMENT OF INDIA**  
**Notice inviting REoI**

Request for Expression of Interest (REoI) Notice No. A-12001/01/2025-26/Proc/DMS, Phone No. 20838134/20838233)

General Manager, Delhi Milk Scheme, West Patel Nagar, New Delhi - 110008 for & on Behalf of President of India invites Request for Expression of Interest (REoI) for selection/ shortlisting of parties to finalize the contract agreement for supply of Raw (pasteurized) Milk (Cow/ Mixed), Raw (pasteurized) Cow Milk and Concentrated Skimmed Milk (CSM) from State Co-operative Dairy Federations and their Milk Unions and Milk Producers Companies doing the milk business (Procurement and Processing of milk) having valid FSSAI license on the rates, incentive which are applicable as per the milk procurement pricing policy of DMS from time to time on the agreement basis from **09.04.2025 to 08.04.2026** or till handing over of operation and management of DMS to any external agency/ closing of DMS activities by Deptt. of AH&D, whichever is earlier. **REoI forms containing detailed terms & conditions can be downloaded from Central Public Procurement Portal web/site i.e. <http://eprocure.gov.in/eprocure/app> from 11.02.2025 to 27.02.2025 upto 2:30 PM.** SDFs/ Milk Unions and Milk Producer Companies are exempted from deposition of EMD, however parities other than SDFs/ Milk Unions are required to submit "Bid Security Declaration form". Duly filled in EoI offers shall be accepted up to 2:30 PM on 27.02.2025 and will be opened next day at 2:30 PM on 28.02.2025. Please visit website **<http://eprocure.gov.in/eprocure/app>** or DAHD website i.e. **[www.dahd.nic.in](http://www.dahd.nic.in)**.

JC (DD),  
DAHD  
and GM & DGM (A)  
Delhi Milk Scheme

**Tender No. A-12001/01/2025-26/Proc/DMS**

Government of India  
Delhi Milk Scheme  
West Patel Nagar  
New Delhi - 110008

**Tender for Expression of Interest (Eoi) for selection/ short listing of parties to finalise the contract agreement for supply of (1) Raw (Pasteurized) Milk (Cow/Mixed), (2) Raw (Pasteurized) Cow Milk & (3) Concentrated Skimmed Milk (CSM) for the financial year 2025-26 (09.04.2025 to 08.04.2026)**

Delhi Milk Scheme is a subordinate office of Ministry of Fisheries, Animal Husbandry and Dairying, Department of Animal Husbandry and Dairying, Govt. of India engaged in supplying high quality milk and milk products to the citizens of NCT Delhi.

2. Delhi Milk Scheme (DMS) invites offers for selection/ short listing of parties to finalize the contract agreement for supply of Raw (Pasteurized) Mixed Milk, Raw (Pasteurized) Cow Milk & Concentrated Skimmed Milk (CSM) from State Dairy Federations (SDFs) & their Milk Unions and Milk Producers Companies doing the milk business (Procurement and Processing of milk) having valid FSSAI license on the rates, incentive which are applicable as per the milk procurement pricing policy of DMS from time to time on the agreement basis from **09.04.2025 to 08.04.2026(one year)** or till handing over of operation and management of DMS to any external agency/ closing of DMS activities by Deptt. AH&D, whichever is earlier.

3. The parties are required to quote their offer for milk quantity for Raw (Pasteurized) Mixed Milk, Raw (Pasteurized) Cow Milk or Concentrated Skimmed Milk (CSM) only and no rate offer is to be provided. Procurement price of raw milk/ CSM will be decided by as per milk procurement pricing policy of DMS through a designated committee under Chairmanship of GM, DMS. Since no rate offer is to be obtained in the procurement of Raw Mixed milk, Cow Milk & CSM, therefore no any further Tender Enquiry (TE) will be initiated after short listing/ selection of milk suppliers.

4. General composition & quality parameters of acceptance of Raw milk, Cow Milk & CSM will be as per details given in "APPENDIX" of contract agreement.

5. Required quantity of Raw (Pasteurized) Milk (Cow/ Mixed), Raw (Pasteurized) Cow Milk & Concentrated Skimmed Milk (CSM) will be procured from State Dairy Federations (SDFs) & Milk Unions and Milk Producer Companies to augment the milk requirement of DMS in line with DAHD directives and Management Committee decisions of DMS. Further selection of State Dairy Federations(SDFs) & its Milk Unions and Milk

Producers Companies will be done by DMS Milk Purchase Committee (MPC). Raw Milk/Cow Milk/ CSM being a perishable item will be procured daily as per sale requirement of Central Dairy of DMS. Accordingly required quantity of raw milk/Cow Milk/ CSM finalized for contract agreement from selected/ short listed parties will be decided by DMS milk purchase committee as per requirements of DMS irrespective of the quantity offered by the parties.

6. For the shortlisting/ selection of the State Dairy Federations (SDFs) & Milk Unions and Milk Producer Companies, the milk suppliers are to first qualify the eligibility criteria mentioned in REoI documents which will be evaluated by designated MPC(Milk Procurement Committee) of DMS. These interested and qualified parties are to mandatorily register and participate (as seller) themselves on GeM(Government e Marketplace) Portal in Milk Supply services category and their contract to supply milk to DMS will be generated through GeM Portal and they have to follow GeM Portal's rules for deposition of transaction charges etc as applicable.

7. Interested State Dairy Federations (SDFs) & Milk Unions and Milk Producer Companies may upload their Expression of Interest (REoI) offers up to **2:30 PM on 27.02.2025.**

8. The following details along with necessary documents in (.pdf) may be uploaded:

- i. Name of the State Dairy Federations (SDFs) or their Milk Unions/ Milk Producers Companies.
- ii. Date & Registration number of State Dairy Federations or their Milk Unions/ Milk Producers Companies along with attested photocopies of documents .Milk Unions/Milk Producers Companies may provide relevant documents/ undertaking regarding their Milk Unions/Milk Producer Companies' membership with the concern State Dairy Federations.
- iii. Copy of registered bye- laws/ Memorandum of Articles for Milk Producer Companies'.
- iv. Constitution of Milk Producer Companies' along with list of present members/ office bearers for parties other than SDFs/ Milk Unions.
- v. Address for communication including Telephone/ Mobile no., Fax No. & e-mail ID.
- vi. Area of operation.
- vii. The Milk Producer Companies other than SDFs/ Milk Unions must provide list of their own milk collection centre/ chilling centre if any, and as the case may be.
- viii. Present handling capacity along with details of infrastructure for parties other than SDFs/ Milk Unions.
- ix. Copy of certificate of registration under FSSAI for all bidders

including SDFs/ Milk Unions and Milk Producer Companies.

- x. Proof of business in NDDDB/ Mother Dairy/ Semi- Government/ Govt. organizations SDFs/ Milk Unions/ Organized sector for milk business (supply, procurement and processing of milk) for at least 02 years is to be enclosed which will form eligibility criteria along with all other points mentioned above for parties other than SDFs and their Milk Unions. Contract agreement/ Jobs orders may be enclosed for the proof of same.
- xi. Parties except State Dairy Federations (SDFs) and Milk Unions are required to provide undertaking/ certificate that they are not debarred/ blacklisted by any organization.
- xii. Parties are required to mention quantity of Raw (Pasteurized) Milk (Cow/ Mixed), Raw (Pasteurized) Cow Milk & Concentrated Skimmed Milk (CSM) offered and signed by them on the Offer Document attached with this EoI.
- xiii. Milk Producer Companies' are to provide a brief detail of list of milk processing equipment with installed capacity and its working condition from where the pasteurized milk is supposed to be dispatched to DMS by the milk supplying firm. Milk Producer Companies' having no milk pasteurizer in working condition will be rejected summarily at initial level itself.
- xiv. All State Dairy Federations (SDFs) & Milk Unions and Milk Producer Companies interested to supply Raw(Pasteurized ) Cow Milk must upload the test certificate for their cow milk issued by any Govt Lab/Govt Institutions/NABL Lab/Own Lab(In Case supplier desires to submit his Own Lab Certificate such certificate must declare all requisite parameters to satisfy to the need of Cow Milk Standards as per FSSAI). General Composition for Certified Cow Milk must be as per Para 2 of APPENDIX (Fat % Min 4.0 and SNF % Min 8.8 ).

**9. State Dairy Federations (SDFs) & Milk Unions including Milk Producers Companies are exempted from deposition of EMD.** However, the parties, other than SDFs/ Milk Unions are required to fill and duly sign the "Bid Security Declaration form" attached with this REoI and upload the same on CPPP Portal along with tender documents.

10. Since it is only selection/ short listing of parties for finalization of contract agreement for supply of Raw (Pasteurized) Milk (Cow/Mixed),Raw (Pasteurized) Cow Milk & Concentrated Skimmed Milk (CSM) to DMS , procurement rates are decided by milk procurement pricing policy of DMS, therefore parties participating in this EoI are informed not to provide any rate offer.

11. All information/ requirements asked in EoI documents should be uploaded in (.pdf). except the documents explicitly asked in other format.

12. The bidder/ milk supplier should have valid FSSAI License issued by competent authority for the applied premises of operation. The

quantity offered by the milk supplier should be uniform/ same throughout the year irrespective of any season.

13. Amount equal to 02 (two) days value of contracted quantity of Raw (Pasteurized) Milk (Cow/ Mixed), Raw (Pasteurized) Cow Milk & Concentrated Skimmed Milk (CSM) shall be taken as a Security Deposit for due performance of the contract which shall be deducted from the payable bill of party as per terms & conditions mentioned in clause 7.1 (Security Deposit) of contract agreement. SD (Security Deposit) shall be refunded after successful performance of the contract. The selected parties/ bidders may also deposit security amount in form of FDR/ Bank Guarantee (BG). Amount equal to 02 (two) days value of contracted quantity of Raw (Pasteurized) Milk (Cow/Mixed), Raw (Pasteurized) Cow Milk & Concentrated Skimmed Milk (CSM) will be refunded to the parties after receipt of FDR/ Bank Guarantee (BG) against Security Deposit.

14. Request for Expression of Interest (REoI) Enquiry along with offered document and draft Contract Agreement consisting of all the terms & conditions can be downloaded from Central Public Procurement Portal web-site i.e. <http://eprocure.gov.in/eprocure/app> from **11.02.2025 to 27.02.2025**. Your filled in Request for Expression of Interest (REoI) offer should be uploaded on above site up to **2:30 PM on 27.02.2025** and shall be open next day on **28.02.2025**.

15. **One bid per bidder:** Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium, failing which their eligibility for tender will be cancelled.

16. DMS reserves the right to terminate/ extend the contract agreement without assigning any reason. General Manager, DMS has also reserve the right to cancel/ scrap this Expression of Interest (EoI) at any stage as per DMS requirements without assigning any reason and notice.

**17 . Instruction for bidders for filling/bidding Expression of Interest (EoI):**

- a. As this is an e-tender, all bidders are requested to obtain Digital Signature Certificate (DSC) for bidding the above tender.
- b. All bidders/tenderer should sign their quotations/offer.
- c. Scanned copy of required documents as per terms and conditions of tender mentioned in EoI above in (.pdf) with their quotation/offer for quantity of Raw Milk (Cow/ Mixed), Raw (Pasteurized) Cow Milk and Concentrated Skimmed Milk.
- d. Scan copy of Offers/Quotation in (.pdf) file and upload the same on CPP Portal i.e. <http://eprocure.gov.in/eprocure/app>
- e. Bidders may contact on Phone No.011- 20838134 for any guidance required for filling e-tender/online tender.

18. Duly filled in Expression of Interest (EoI) offer shall be accepted upto 2:30 PM till 27.02.2025 and will be opened on next day at 2:30 PM on 28.02.2025.

I/we hereby append my/ our signature on behalf of individual/ SDFs/ Organization in verification of acceptance of the terms & conditions stipulated in this EoI, offer document and contract agreement for supply of Raw (Pasteurized) Milk (Cow/Mixed), Raw (Pasteurized) Cow Milk & Concentrated Skimmed Milk (CSM) to DMS for year 2025-26.

.....

(Signature of SDFs/ Milk Unions/ Other Parties with stamp)

Name of organizations: .....

.....

.....

Name of authorised Signatory: .....

.....

Tele/ Mobil no: .....

E-mail ID: .....

**OFFERED QUANTITY DOCUMENT**  
**(Expression of Interest (EoI) No. A-12001/01/2025-26/Proc/DMS)**

Offers are hereby submitted for supply of Raw (Pasteurized) Mixed Milk, Raw (Pasteurized) Cow Milk and Concentrated Skimmed Milk (CSM) as per terms & condition of DMS Expression of Interest (EoI) and contract agreement:

1. Name of Company/ SDFs & Milk Unions: .....
2. Address for communication: .....

.....  
.....  
.....

3. E-mail ID: .....
4. Telephone/ Mobile No.: .....
5. Type of milk & quantity offered:

<b>S. No.</b>	<b>Type of milk</b>	<b>Offered Quantity (Kg per day)</b>
1.	Raw (Pasteurized) Milk (Cow/ Mixed)	.....kg/day
2.	Raw (Pasteurized) Cow Milk (Certified)	..... kg/day
3.	Concentrated Skimmed Milk (CSM)	..... kg/day

Signature of the Party with stamp

**“Bid Security Declaration” Form**

**Tender for Expression of Interest (Eoi) No. A-  
12001/01/2025-26/Proc/DMS**  
(for Milk Producers Companies)

I ..... on behalf of my  
firm/ society M/s  
..... declare that if I  
withdraw or modify my offer for supply of Raw (Pasteurized) Milk (Cow/  
Mixed)/Raw (Pasteurized) Cow Milk / Concentrated Skimmed Milk (CSM)  
during the period of its validity, or if I fail to sign the contract agreement  
after being selected/ short listed through above (Eoi), or fail to submit a  
Performance Security as per clause no. 7.1 (Security Deposit) of contract  
agreement attached with this Eoi, I may be suspended for a period of 02  
years from being eligible to submit Bids/ Proposals for contracts with  
Delhi Milk Scheme.

Signature of the Party with stamp

Name of the firm:



**AGREEMENT FOR SUPPLY OF MILK TO DELHI MILK SCHEME, NEW DELHI-110008**

Agreement made at Delhi this ----- between the President of India (hereinafter called the First Party) which expression shall, where the context so admits, include his successor and assignee on the one part and **M/s** -----

-----**India** ( Hereinafter called the Second Party) which expression shall where the context so admits, includes heirs, successors and legal representative on the other part.

Whereas the Second Party has requested the First Party, which is presently functioning in the name of Delhi Milk Scheme at New Delhi to sell milk to the First Party for fresh/ raw pasteurized Mixed milk, fresh/ raw pasteurized Cow milk and evaporated pasteurized Skim milk (hereinafter referred to as 'milk') subject to specified terms and conditions hereinafter appeared in this agreement.

Now, this Agreement witnessed and it is hereby agreed upon by and between the Parties hereto as follows:-

**1. PERIOD OF AGREEMENT:-**

The Agreement shall remain in operation w.e.f **09th April 2025 to 8<sup>th</sup> April 2026** or till 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 (a) raw(pasteurized) Mixed milk (Cow/ Mixed), (b) Raw (pasteurized) Cow milk and (c)Concentrated Skimmed Milk (CSM) 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 \_\_\_\_\_ Kg Raw (pasteurized) Milk (Cow/ Mixed) , \_\_\_\_\_ Kg Raw pasteurized Cow milk and \_\_\_\_\_ kg Concentrated Skimmed Milk (CSM) per day during the contracted period.

The above quantity will be referred to as the contracted quantity.

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. General Manager, DMS also reserves the right to terminate the contract of Cow Milk Supplier by forfeiting their security deposit if they do not supply pure Cow Milk or supply Cow Milk added with buffalo/ mixed milk.

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.

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 about 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.

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

## 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 1<sup>st</sup> and 2<sup>nd</sup> 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:-

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%.

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

<u>i) 1<sup>st</sup> till 8<sup>th</sup> date</u>	<u>1<sup>st</sup> period</u>
<u>ii) 9<sup>th</sup> till 16<sup>th</sup> date</u>	<u>2<sup>nd</sup> period</u>
<u>iii) 17<sup>th</sup> till 23<sup>th</sup> date</u>	<u>3<sup>rd</sup> period</u>
<u>iv) 24<sup>th</sup> till last day of month</u>	<u>4<sup>th</sup> period</u>

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 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 CONTRACTORS:-

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

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

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 any one 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 on the same rates, terms and conditions of the Agreement if so desired on mutual consent by exchange of letters.

**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. STAMP DUTY:-**

The stamp duty if any, chargeable under the law, shall be borne and paid by the Second Party.

IN WITNESS WHEREOF the First Party through General Manager, Delhi Milk Scheme and the Second Party through, Shri/Smt \_\_\_\_\_ of the SDFs/ Milk Unions/ Milk Producer Company duly authorized to enter into agreement on behalf of the Second Party have hereunto set and subscribed their respective hands and seals on the day, month and year First hereinabove mentioned.



Signed, sealed and delivered  
delivered  
For and on behalf of the First  
Second

Party by Shri C. Sen,

General Manager, D.M.S.

Milk  
Company

Signed, sealed and

on behalf of the

Party by

Shri \_\_\_\_\_

of

the SDFs/ Milk Unions/

Producer

## **APPENDIX**

NORMS FOR ACCEPTANCE OF RAW (PASTEURIZED) MILK (COW/ MIXED),RAW (PASTEURIZED) COW MILK, & CONCENTRATED SKIMMED MILK (CSM) OR EVAPORATED SKIMMED MILK DURING THE VARIOUS SEASONS AT DELHI MILK SCHEME IN ACCORDANCE WITH THE AGREEMENT DATED \_\_\_\_\_ BETWEEN DELHI MILK SCHEME (DMS), NEW DELHI AND **M/s**

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OR SUPPLY OF MILK FOR A PERIOD FROM DATED 09.04.2025 TO 08.04.2026.

### **1. Norms for acceptance of Raw (Pasteurized) Mixed Milk at Ballabgarh Milk Union: General Compositions & Quality Parameters:-**

	<b>Raw (Pasteurized) Mixed Milk</b>
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<b>Fat Content % (Minimum)</b>	5.00
<b>SNF Content % (Minimum)</b>	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 3<sup>rd</sup> 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 3<sup>rd</sup> party packaging station/DMS.

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

(e) Raw(Pasteurised) 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.

## **2. Norms for acceptance of Raw (Pasteurized) Cow Milk at Ballabgarh Milk Union:**

### **General Compositions & Quality Parameters:-**

	<b>Raw (Pasteurized) Cow Milk</b>
<b>Fat Content % (Minimum)</b>	4.00
<b>SNF Content % (Minimum)</b>	8.80

- (a) **Acidity%** (Maximum) - 0.144 at SNF 8.5%.  
(Minimum)- 0.110 at SNF 8.5%
- (b) Temperature of raw cow 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 3<sup>rd</sup> party packer's dock. 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 Cow Milk to 3<sup>rd</sup> party packaging station.
- (d) DMS/BLB may reject the milk in case MBRT of milk is less than 30 Minutes. (e) Raw(pasteurized) Cow Milk may be supplemented with added Cow Milk SMP and Cow Milk Fat(only) to comply to the fat/SNF minimum standard mentioned at Para 2 of APPENDIX.
- (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.

### **Mandatory requirements for supply of Raw (Pasteurized) Cow 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) To specify Cow Milk ,Milk should be declared Satisfactory as Cow Milk on the basis of RT-PCR Test, Chemical, electronic, approved strip/rapid detection tests. Fresh Certified Cow Milk Test Certificate from Govt Lab/NABL Lab/Own Lab(In Case supplier desires to submit his Own Lab Certificate such certificate must declare all requisite parameters to satisfy to the need of Cow Milk Standards as per FSSAI) to be provided by Cow Milk Supplier along with

every tanker dispatched. Test result of First Party Lab (BLB Lab) to specify Cow Milk is considered final for acceptance/rejection purpose of the cow milk consignment.

(e) Cow Milk means Raw (Pasteurized) Cow Milk.

**3. Norms for acceptance of Concentrated Skimmed Milk (CSM) or Evaporated Skimmed Milk at Ballabgarh Milk Union:**  
General Compositions & Quality Parameters:-

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

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

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

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

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

(e) CSM should be free from any added SMP and WMP.

(f) As per FSSAI regulations 2011, the FAT and SNF standards defined for various categories of CSM would only be applicable at the point of sale.

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

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.

## **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 compulsory 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 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.

(FIRST PARTY)  
PARTY)

(SECOND

General Manager  
Delhi Milk Scheme

WITNESSES:

1. Signature: \_\_\_\_\_  
\_\_\_\_\_

(Name & Address)  
Address)

2. Signature:

(Name &