

Tender No. A-12001/01/2026-27/Proc/DMS(4)

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 finalize the contract agreement for supply of Raw (Pasteurized) Cow Milk/ Mixed Milk (Cow/Mixed) for the financial year 2026-27 (from Start of Contract to till GEM Contract award period).

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 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 period as per GEM Period awarded 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. Present Raw Milk Procurement Price offered to Current Milk Suppliers by DMS is Rs. 59.00 per kg containing 6.5% Fat and 9.0% SNF F.O.R. Vita Milk Plant, Ballabgarh. Payment of Raw Milk supplied will be made on the basis of Fat Kgs and SNF Kgs received at Ballabgarh Milk Plant on behalf of DMS.

3. The interested parties are required to quote their offer for milk quantity for Raw (Pasteurized) Mixed Milk/Cow Milk only and Offered Rate during bidding as mentioned above. Procurement price of raw milk for payment purpose will be decided by as per milk procurement pricing policy of DMS through a designated committee under Chairmanship of GM, DMS. Kindly Note that this GEM Bid is only for selection and finalization of quantity to eligible Party i.e. SDFs& its Union and MPCs further the Bid approved quantity of Raw Milk i.e. 9,90,000 Kgs for Contract Period is being distributed Rationally by Competent Authority among the eligible bidders. The parties are required to quote their offer for milk quantity for the period of Contract for Raw (Pasteurized)Mixed Milk/Cow Milk only as per attached Format. Offered Rate is to be provided as Rs. 50.34/- (Approx. Rate Raw Milk containing 5% Fat and SNF 8.50%) for purpose of Bidding only. If Bidder offers any other Price during GEM Tender Bidding (Higher or Lower than Rs. 50.34 /- their Bid offer will be Rejected)

Fresh GEM Bid is being floated on GEM if required for distribution of Quantity for the Specified Selected Bidder for specified allotted quantity for above Contract period and specified Bidder has to Re-Participate in that GEM Bid also for effective Final Contract Generation on GEM Portal (in case of single eligible bidder the GEM contract will be awarded directly to him through this bid only).

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

5. Required quantity of Raw (Pasteurized)Cow Milk/ Mixed (Cow/ Mixed) Milk 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 final selection of State Dairy Federations(SDFs) & its Milk Unions and Milk Producers Companies will be done by designated TEC (Tender Evaluation Committee. Raw Milk being a perishable item will be

procured daily as per sale requirement of Central Dairy of DMS. Accordingly required quantity of raw milk as per In-Principle Approval by Approving Authority will be finalized for contract agreement from selected/ short listed parties by TEC 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 TEC . These interested and qualified parties are to mandatorily have to participate (as seller) on GeM(Government e Marketplace) Portal in Milk Supply services category in the bid generated for them 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 01/09/2026 on GeM Tender.

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 de- barred/ blacklisted by any organization.

xii). Parties are required to mention quantity of Raw (Pasteurized) Cow Milk/ Mixed Milk (Cow/ Mixed) 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 of ATC of Tender.

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 GEM 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 to DMS , as procurement rates are being decided by milk procurement pricing policy of DMS, therefore parties participating in this EoI are informed not to provide their own 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 supplied 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 (on average basis) of Raw (Pasteurized) Milk (Cow/ Mixed) /Raw (Pasteurized) Cow Milk 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 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 GEM Portal web-site i.e. <https://gem.gov.in> from 24/08/2026 to 01/09/2026. Your filled in Request for Expression of Interest (REoI) offer should be uploaded on above site up to 2:30 PM on 01/09/2026 and shall be opened next Day.

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. Competent Authority 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 register as Seller for GEM Services in Category -Milk Supply Services 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 Mixed Milk (Cow/ Mixed)/ Raw (Pasteurized) Cow Milk.

d. Scan copy of Offers/Quotation in (.pdf) file and upload the same on GEM Portal i.e. <https://gem.gov.in>.

e. Bidders may contact on Phone No.011- 20838134 for any guidance required for filling e-tender/online tender.

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) Mixed Milk (Cow/Mixed)/ Raw (Pasteurized) Cow Milk to DMS for year 2026-27.

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

Name of organizations:

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Name of Authorized Signatory:

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Tele/ Mobil no:

E-mail ID:

OFFERED QUANTITY DOCUMENT**Reference Expression of Interest (Eol) No. A- 12001/01/2026-27/Proc/DMS(4)**

Offers are hereby submitted for supply of Raw (Pasteurized) Mixed Milk /Cow Milk as per terms & condition of DMS Expression of Interest (Eol) and period as per GEM Contract-

1. Name of MPC / SDFs & Milk Unions:

2. Address for communication:

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3. E-mail ID:

4. Telephone/ Mobile No.:

5. Type of milk & quantity offered during the Contract:

Sl.No.	Type of Raw Milk	Total Quantity to be supplied for Tender in Kgs
1.	Raw (Pasteurized) Mixed Milk	
2.	Raw (Pasteurized) Cow Milk	

Signature of the Party with stamp

Name of the firm:

“Bid Security Declaration” Form

Reference Tender for Expression of Interest (Eol) No. A- 12001/01/2025-26/Proc/DMS(4) (for Milk Producers Companies only)

I on behalf of my firm/ Company M/s..... declare that if I withdraw or modify my offer for supply of Raw (Pasteurized) Milk (Cow/Mixed)/Raw (Pasteurized) Cow Milk during the period of its validity or if I fail to sign/accept the contract agreement after being selected/ short listed through above (Eol) or fail to submit a Performance Security as per clause no. 7.1 (Security Deposit) of contract agreement attached with this Eol, 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:

As per Approval of Competent Authority it is hereby informed that in Category: Milk Supply Services on GeM Portal and Type of Milk: Raw (pasteurized) Mixed Milk(Cow/Mixed)/Cow Milk through GeM Portal for participation by State Dairy Federation (SDFs), their Milk Unions and Milk Producer Companies (MPCs) only, will be considered as bidder/supplier through GeM and further allotment of GEM Contract (only selected party to finalize contract agreement) for supply of Raw (Pasteurized) Mixed Milk (Cow/Mixed)/Cow Milk for year 2026-27 from Start of Contract to period as per GEM Contract awarded as per requirement of Delhi Milk Scheme.

Additional Terms and Conditions (ATC)-

Supply of pure & unadulterated raw(pasteurized) Mixed milk (Cow/ Mixed)/Cow Milk conforming to the specifications and conditions given as per APPENDIX enclosed for year 2026-27 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 from Start of Contract to period as per GEM Contract awarded 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 raw(pasteurized) Mixed milk (Cow/ Mixed)/Cow Milk 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)/Cow Milk per day during the contracted period on an average basis (i.e. from start of contract to period as per GEM Contract awarded as the average quantity of 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 PlantRoad,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,AryaNagar, 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 per above terms, the same shall be

rejected by adhering to the norms of Raw Milk as mentioned at Appendix, 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 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 DEPOSIT: -

7.1. 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: -

(1)As the Bidding/Contract is being done as per requirement of DMS to fulfill Fat/SNF requirement from SDFs & its Milk Unions and MPCs only, so Penalty Clause is not applicable.

(2) As the Seller has to pay transaction Charges etc in advance against the quantity awarded on GEM Portal so the Sellers are advised to Supply Raw Milk as per awarded GEM Contract. The Sellers/selected Bidders must respect and honor the GEM Contract issued to the them on mutually agreed basis and full responsibility lies to themselves for non-refunding of deposited transaction charges etc by GEM in case of short supply /No supply as per GEM Contract.

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 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 as per GEM Terms and Conditions on the terms and conditions of the Agreement.

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.

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 etc and must adhere as per Annexure VI(A) of 3rd Party Agreement for Processing and Packing between HDDCF and DMS . 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.

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.

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

1) NORMS AND General Compositions & Quality Parameters FOR ACCEPTANCE OF RAW (PASTEURIZED) COW MILK, DURING the Contracted Period at Ballabgarh Milk Union:

Fat Content % (Minimum) 4.00

SNF Content % (Minimum) 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 degrees Celsius and should be as per FSSAI regulations at the time of decanting at 3rd 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 3rd 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 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 etc and must adhere as per Annexure VI(E) of 3rd Party Agreement for Processing and Packing between HDDCF and DMS. 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.

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

3. 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.

4. 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.

5. PROCEDURE FOR CONDUCTING TESTS:

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

5.2 SNF Estimation- The SNF would be determined by existing calibrated lactometer method. It

may also be calculated by approved gravimetric method.

6. 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.

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बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	01-09-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-09-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Fisheries Animal Husbandry Dairying
विभाग का नाम/Department Name	Department Of Animal Husbandry And Dairying
संगठन का नाम/Organisation Name	Delhi Milk Scheme
कार्यालय का नाम/Office Name	Delhi Milk Scheme, West Patel Nagar, New Delhi
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :chinmoyjit.sen@gov.in Buyer Email id: anlkmr1971@gmail.com
वस्तु श्रेणी /Item Category	Milk Supply Services
अनुबंध अवधि /Contract Period	1 Month(s) 11 Day(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	49836600
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
6. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Tender Terms & Conditions:[1787562442.pdf](#)

Milk Content Specifications:[1787562450.pdf](#)

Tentative Delivery Schedule:[1787563212.pdf](#)

Milk Supply Services (990000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Milk to be supplied	Raw Milk
Content Specifications of the Milk	As per the Mild Specifications document uploaded
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Destination where milk is to be supplied	Ballabgarh Milk Plant,Milk Plant Road,Arya Nagar, Ballabgarh (Haryana)

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity of Milk to be supplied during contract duration in kilogram (kg)	अतिरिक्त आवश्यकता /Additional Requirement
1	M. Kali Venkat Ramanna	110008,Delhi Milk Scheme, West Patel Nagar, New Delhi	990000	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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।/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.

---धन्यवाद/Thank You---