

**GOVERNMENT OF INDIA
DEFENCE
LOK SABHA**

UNSTARRED QUESTION NO:3284
ANSWERED ON:14.12.2006
PURCHASE OF MILK FROM COOPERATIVES
Jha Shri Raghunath

Will the Minister of DEFENCE be pleased to state:

- (a) whether the Army's Northern Command has been purchasing milk on tender basis from cooperatives;
- (b) if so, the details of the terms and conditions of tender and the cooperatives;
- (c) whether the supply rate of milk has been increased in violation of the terms and conditions of the tender;
- (d) if so, the reasons therefor;
- (e) whether the cooperatives selected for the supply of milk did not fulfill the terms and conditions of tender and have not supplied milk at all the stations;
- (f) if so, the action taken against the cooperatives for breach of tender terms;
- (g) whether there is any proposal to call for a fresh tender; and
- (h) if so, the details thereof?

Answer

MINISTER OF THE STATE IN THE MINISTRY OF DEFENCE (SHRI A.K. ANTONY)

(a) to (h): A statement is attached.

STATEMENT REFERRED TO IN REPLY TO PARTS (a) TO (h) OF LOK SABHA UNSTARRED QUESTION NO. 3284 FOR ANSWER ON 14.12.2006

Milk is procured under negotiated contract from Jammu and Kashmir Dairy Producers, Processors and Marketing Cooperative Union Limited (JKDPPMCUL), Jammu as per government orders on the subject. A copy of the Special terms and conditions stipulated in the said Government order is attached as Appendix 'A'. JKDPPMCUL has requested for increase of the rates in terms of the Government of India's guide lines which lay down increase in rates after six months on the request of the cooperatives depending upon increase in Civil Consumer Price (CCP). No increase in rates has been granted to the cooperative. The cooperative has supplied milk as per terms and conditions of negotiated contract at all stations. Hence, the question of calling fresh tenders in this specific contract does not arise.

APPENDIX - 'A' REFERRED TO IN THE STATEMENT GIVEN IN REPLY TO PARTS (a) TO (h) OF LOK SABHA UNSTARRED QUESTION NO. 3284 FOR ANSWER ON 14.12.2006

SPECIAL TERMS AND CONDITIONS FOR NEGOTIATED MILK CONTRACTS.

1. Milk fresh as per specification not less than 4.5% Butter Fat (BF) and 8.5% Solid Not Fat (SNF) with good flavour and free from all adulterants and neutralizer and synthetic elements will be accepted.
2. Milk fresh will be supplied in sachets or in properly sealed cans as the case may be and there should be no tampering enroute. The cans/sachets will be handed over in good conditions at the Dairy of concerned Farm. The torn pouches will not be accepted. Similarly less quantity if supplied in cans will be deducted.
3. The Farm will randomly draw sample and get the same tested at Farm Laboratory/nearest Military Hospital and discrepancy if any on account of less fat SNF will be deducted as per departmental deduction rules.
4. In case of any adulterants/neutralizer/any unwanted element is found the milk will be rejected without any dispute. The Farm will then make arrangements for alternatives including Tetra pack at the risk and expense of the milk Cooperatives/Milk Schemes.
5. The quantity of milk fresh shown above is approximate and can keep on changing on day to day basis due to operational

requirement. Same can be got checked on day to day basis from concerned Milk Farms.

6.If the milk goes bad due to curdling etc it will have to be replaced by the supplying agency without asking for curdled milk.

7.Milk is required to be delivered at the temperature of 6 degree centigrade.

8.A representative sample of milk will be taken from National Cooperative Dairy Federation of India (NCDFI)/Milk Fed/Cooperatives dairy for testing and the cost will be born by milk Federation.

9.Random check of samples will be carried out by contract operating officer and if milk found below specification it will be rejected, deductions made as per departmental orders. Samples testing will be done at the cost of concerned milk Federation supplying agency. Five litres per thousand litres of milk will be taken as sample at the cost and expense of the Co-operatives.

10.Risk and expense purchase will be resorted to in case of Milk Federation/Milk supplying agency is unable to supply milk as per demand. The milk should reach at Military Farm (MF) Baramulla, MF Srinagar and MF Rajouri latest by 1100 hrs. Milk supplied after 1400 hrs will not be accepted.

11.Payment will be made on monthly basis by the contract operating officer.

12.The rate quoted will be ex-Military Farm supply including transportation charges.

13.In case the concerned Milk Federation/Union backs out of this negotiated contract or fails to supply the required quantity of milk on a daily basis milk will be procured by the concerned Military Farm at the risk and expense of the defaulting Milk Federation/Union.

14.That if at any stage milk is found below specification or any adulteration is found in the milk or any neutralizer is found in the milk or any substance not authorized by law the same will be rejected at the risk and expense of the milk federation/cooperative and warning will be issued to the cooperative. Three written warning will be issued if repeated thrice thereafter the contract will be rescinded.

15./we shall be liable to pay rent for any Military land and if and when occupied by me/us in course of the contract at a rate fixed by the officer sanctioning the occupation of the land and intimated by the officer sanctioning the contract.

16.No payment will be made in advance for any supplies service under this contract.

17./we have read and fully understood the conditions laid down above and shall be governed by these conditions in all contracts which may be concluded with me/us by the government.

Rep of the Gurdaspur Distt Co-op Sd/-dt 23.2.2006

Rep of J&K Dairy Producers & Sd/-dt 23.2.2006
Processors & Marketing Co-op Union Ltd.
Gandhinagar, Jammu.

Rep of J&K Milk Producers Co-op Ltd. Sd/-dt.23.2.2006
Milk Plant SATWARI, Jammu.