

बिड दस्तावेज / **Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	08-04-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-04-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Youth Affairs And Sports
विभाग का नाम/Department Name	Department Of Sports
संगठन का नाम/Organisation Name	Lakshmbai National Institute Of Physical Education (Inipe) Gwalior
कार्यालय का नाम/Office Name	Gwalior
कुल मात्रा/Total Quantity	152200
वस्तु श्रेणी /Item Category	Chicken Eggs , Dressed Broiler Chicken , He Goat Meat , Fish Rohu , Fish Katla
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Non-Veg Items for Institute Mess
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Fingerprint Powders, Tool Kit for Household Decorative Items - ODOP UP Gov. (Hapur), Tool Kit for Household Decorative Items - O.D.O.P UP Gov.(Baghpat), Shirt Polyester and Cotton Half Sleeve for IAF Personnel, Fingerprint Brushes and Dusters, Shirts Plain Weave Polyester and Cotton Full Sleeve, Shorts Plain Weave Polyester and Cotton Modified, Non Refrigerated Centrifuge for General Purpose and research, Non Metal Helmet For Police Force-IS:9562, Mannequin Children (non medical use)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">• Chicken (Broiler) Dressed Frozen with Self Certification (Defence)• Chicken Eggs
बीओक्यू शीर्षक /BOQ Title	NON VEG ITEMS
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	20 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	100 Lakh (s)

बिड विवरण/Bid Details

उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/ Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and 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,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (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 मेन् 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 लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
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
विगत प्रदर्शन / Past Performance	50 %
बिड से रिवर्स नीलामी सक्रिय किया/ Bid to RA enabled	No
बिड का प्रकार/ Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/ Primary product category	Chicken Eggs
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	4000000
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation

बिड विवरण/Bid Details

मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	120000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

REGISTRAR

Gwalior, Department of Sports, Lakshmi Bai National Institute of Physical Education (LNPE) Gwalior, Ministry of Youth Affairs and Sports
(Registrar)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20

मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. 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.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into

account for this criteria.

6. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

7. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

8. 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.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Chicken Eggs

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परिषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Moradhvaj Singh Urf Ramasare Singh	474002,Shakti Nagar, Mela Road, Gwalior	140000	365

Dressed Broiler Chicken

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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क्र.सं./S.N o.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Moradhvaj Singh Urf Ramasare Singh	474002,Shakti Nagar, Mela Road, Gwalior	9000	365

He Goat Meat

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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क्र.सं./S.N o.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Moradhvaj Singh Urf Ramasare Singh	474002,Shakti Nagar, Mela Road, Gwalior	2000	365

Fish Rohu

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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परिषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Moradhvaj Singh Urf Ramasare Singh	474002,Shakti Nagar, Mela Road, Gwalior	600	365

Fish Katla

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Moradhvaj Singh Urf Ramasare Singh	474002,Shakti Nagar, Mela Road, Gwalior	600	365

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

1. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Buyer Added Bid Specific ATC**

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

अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers 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.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---

Lakshmibai National Institute of Physical Education, Gwalior

NON-VEG

S.No.	Item	Brands/Specification	Qty.	Unit
1	Egg (Chicken)	50-60 gm. Each	140000	Nos.
2	Dressed Broiler Chicken	1.2 - 1.4 Kg. each	9000	Kgs.
3	He-Goat Meat	8-10 Kgs. Each Goat	2000	Kgs.
4	Fish (Rohu)	3 - 4 Kgs. Each Fish	600	Kgs.
5	Fish (Katla)	3 - 4 Kgs. Each Fish	600	Kgs.

SPECIFICATION OF CHICKEN, NORMAL EGG, MEAT- GOAT, FISH - FRESH ONLY

CHICKEN

Specification/Quality/Inspection:-

- 1) Chicken must be healthy, well nourished birds and free from any diseases or infections.
- 2) The eyes of the bird shall be bright prominent and clear, nostrils free from discharge, movement's active and showing no evidence of diarrhea.
- 3) Soft fluffy feathers should be all over the body, especially concentrated under the wings.
- 4) The skin should be clear and smooth with no bluish tinge spots before and after slaughter.
- 5) Conformation of the bird is proper, and free from deformity.
- 6) No marked unpleasant smell.
- 7) The broiler shall be subject to ante-mortem and post-mortem examination by officials of LNIPE, Gwalior.
- 8) The slaughter of the birds shall be carried out as per the demand of Chef/Assistant Chef. The slaughtering of the birds shall be carried out in the LNIPE Slaughter Area of Mess House under strict hygienic condition.
- 9) The slaughtered bird's skin shall be removed properly by hand. The broiler shall be well cleaned, feet cut at knee level and vent emptied.
- 10) The broiler must be cut into pieces by the person from the supplier and as per the need of the chef.
- 11) Broiler may also be available with underneath skin & as a whole with or without skin as per the demand of the chef.
- 12) The Carcass shall be eviscerated (that is intestines, inedible offal's and fat glands removed from the body cavity). All vents shall be properly cleaned. The Carcass should be properly cleaned.
- 13) Final weight must be consider without fat layer/portion, over all neck, head, fat part neat the tail as well as with feet cut at knee level, vent emptied, cleaned carcass.

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GOAT MEAT CARCASS:-

Specification/Quality/Inspection:-

- 1) Only male goat will be accepted.
- 2) The age should be in between 9-15 months.
- 3) The final carcass weight should be in between 8 to 10 kg.
- 4) The Meat shall be the produce of healthy and well nourished stock which has been passed as fit for slaughter by municipality slaughter officer.
- 5) The Carcass should be brought to LNIPE, Gwalior in a covered meat chest.
- 6) The Spleen, tail & testis shall NOT be removed from the carcass, until it has been inspected by Chef/Asstt. Chef.
- 7) If the dressed carcass more than 33.33 percent bones, such carcass shall be rejected.
- 8) Lean flesh should be firm, fine texture & pinkish in color.
- 9) The Meat shall be inspected before issue by the Incharge (Mess)/Chef/Asstt. Chef.
- 10) The meat should be cut in accordance to the requirement of Chef like Square cut, Leg, minced, cube etc.
- 11) Final weight should be considered without head, neck, trail, fat portion/layer as well as with clean carcass & vent emptied.

FISH:-

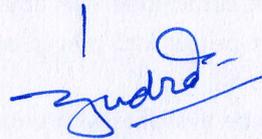
Specification/Quality/Inspection:-

- 1) Fish should be face with bright and clear eyes.
- 2) It must have vibrant red or pink grills.
- 3) The skin should be shiny moist and clear.
- 4) Final weight will be considered without head and after cleaning the stomach of fish.
- 5) Debris of fish shall be taken outside from the Institute by the supplier.

EGG:-

Specification/Quality/Inspection:-

- 1) Eggs should be fresh, clean with unbroken shells.





Lakshmibai National Institute of Physical Education, Gwalior

Non-Veg Qualification Criteria

S.No	Criteria	Documentary Evidence Required
1.	The bidder must be a company / firm / proprietor registered in India	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.
2.	Copy of Pan & GST Certificate	Enclose documents
3.	Bidder should have their office in Gwalior.	Proof of address is to be enclosed.
4.	NEFT Form	Enclose details in the format given in Annexure-I
5.	Disclosure of Conflict of Interest	Enclose declaration in the format given in Annexure-II
6.	Disclosure of code of Integrity	Enclose details in the format given in Annexure-III
7.	Undertaking regarding blacklisting	Enclose details in the format given in Annexure-IV
8.	Declaration as per New GFR Clause,144 ix	Enclose details in the format given in Annexure-V
9.	The bidder must have FSSAI Licenses for the relevant category.	Enclose copy Licenses
10.	The Bidder must have successfully executed / completed at least one single order of 60 % of the Estimated Bid Value or 2 orders each of 40 % of the Estimated Bid Value or 3 orders each of 25 % of the Estimated Bid Value for supply of Non-Veg in last five years to any Central / State Govt Organization/PSU/ Public Listed Company. Copies of contracts/work orders and documentary evidence of successful execution/ completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.	The requisite order (s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer
11.	EMD of Rs. 1,20,000/- has to be submitted failing which the offer/ bid of such bidder shall be declared as ineligible and the said bid submitted shall be summarily rejected. The firms registered under MSE will be exempted as per rule of Govt. of India. A certificate in this regard will have to be uploaded.	Hard copy of EMD should mandatorily be submitted to the office by post or by hand.
12.	Bidder should have an Annual Average Turnover of Rs. 20,00,000/- in the last 3 Financial Years.	Chartered Accountant Certificate, Balance Sheet and Profit and Loss Account for the last three financial years.
13.	Income Tax Return Certificate in the last 3 financial year.	Enclose copy of last 3 Assessment Years

B. S. V.

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NEFT MANDATE FORM

To
 The Registrar,
 Lakshmbai National Institute of Physical Education,
 Shakti Nagar, Mela Road,
 Gwalior (M.P.) 474 002

Sub: NEFT PAYMENTS

We refer to the NEFT being set up by LNIPE. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

Name of City	
Bank Code No.	
Bank 's name	
Branch Address	
Branch Telephone / Fax no.	
Supplier's Account No.	
Type of Account	
IFSC code for NEFT	
IFSC code for RTGS	
Supplier's name as per Account	
Telephone no. of supplier	
Supplier's E-mail ID	

 [Signature with date, name and designation]

For and on behalf of M/s _____

[Name & address of the bidder]

Enclosed a copy of Crossed Cheque

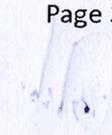
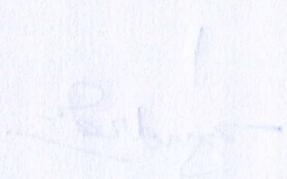
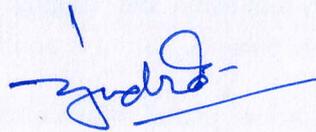
DISCLOSURE OF CONFLICT OF INTEREST

It is hereby disclosed that we have not any conflict of interest with others bidders in terms of GFR.

If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)

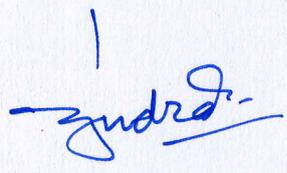
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DISCLOSURE OF CODE OF INTEGRITY

It is hereby disclosed that we _____ shall not act in contravention of the codes as under: -

1. Prohibition of: -
 - a) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) Any omission, or misrepresentation that may mislead or attempt to mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - c) Any collusion bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - d) Improper use of information provided by the procuring entity to the bidder with intent to gain unfair advantage in the procurement process or for personal gain.
 - e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
 - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) Making false declaration or providing false information for participation in a tender process or to secure a contract.
2. It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.



(Authorized Signatory)

Stamp



Annexure-IV

AFFIDAVIT/UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document.

I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially in corporate in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

I/We confirm that we have never been deregistered / debarred / banned / blacklisted by Central/State Government / GeM till date.

I/ We do hereby declare that the information furnished/ up loaded is correct to the best of my/our knowledge and belief.

I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organization(s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid.

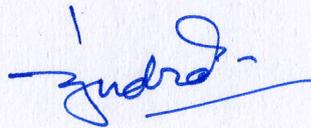
I/We also here by certify that if at any time, information furnished by us is proved to be false or incorrect;

I/We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money/performance security.

Date:

(Signature of the bidder)
NAME & ADDRESS OF THE BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 100/-duly certified by Public Notary.

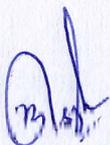
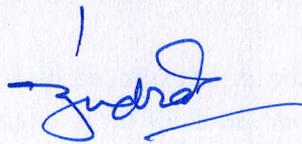


Declaration as per New GFR Clause, 144 (xi)

'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. *[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]*'

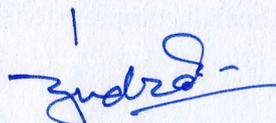
(Full name, designation & address of the person duly authorized sign on behalf of the bidder)
For and on behalf of

(Name, address and stamp of the tendering firm)



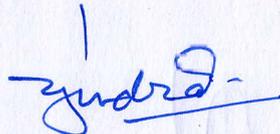
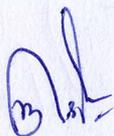
GENERAL CONDITIONS OF CONTRACT (GCC)

1. The contract shall be valid initially for a period of One year and extendable for another One year based on the mutual agreement between buyer and service provider. However, the Agreement is terminable by giving 30 days' notice in writing by LNIPE, Gwalior to the contractor.
2. Bidder should have their office in Gwalior. Proof of the same is to be enclosed.
3. The transportation loading-unloading & other charges will be inclusive in rates quoted by bidder.
4. The Technical Bids shall be opened on GeM Portal Lakshmibai National Institute of Physical Education, Gwalior by a duly constituted Committee.
5. It is the responsibility of Bidders to read all terms & conditions of this document carefully before filling the bid. Incomplete bid documents or bids not responsive enough to the terms and conditions are liable to be rejected.
6. The Financial Bids shall be opened at Lakshmibai National Institute of Physical Education, Gwalior and shall be evaluated on the basis of acceptance of rate as per BoQ attached with Financial Bid.
7. The bid shall contain no erase or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person or persons signing the bid.
8. If even after award of contract, information/facts submitted by the bidders are found misleading/incorrect/false etc., the Registrar, Lakshmibai National Institute of Physical Education, Gwalior reserves the right to terminate the contract.
9. Rate quoted in BoQ should not be higher than MRP.
10. Supplier should supply the items only preferred brands mentioned in the tender document.
11. Items shall be rejected if the quality of the supplied is not found satisfactory.
12. EMD of Rs. 1,20,000/- has to be submitted failing which the offer/ bid of such bidder shall be declared as ineligible and the said bid submitted shall be summarily rejected. The Bid submissions must be made online after uploading the mandatory scanned documents towards EMD and other documents as stated in Bid Document. The EMD shall be accepted only in the form of Demand Draft in favour of "Registrar, LNIPE, Gwalior and payable at Gwalior of Rs 1,20,000/-. The hardcopy of the EMD (Demand Draft) has to be mandatorily submitted to this office in original on or before the last date of bid submission; additionally, copy of payment receipt of the EMD shall be submitted online at the time of bid submission. The Bids of the Bidders who fail to submit the EMD on or before the specified date and time shall be summarily rejected.

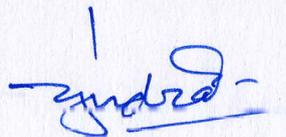


The firms registered MSE will be exempted as per rule of Govt. of India. A certificate in this regard will have to be uploaded. No interest shall be payable on refund of EMD.

13. The successful bidder/contractor would have to deposit an amount of 3% of the cost of Annual contract of value towards Performance Security through Demand Draft/ FDR/Bank Guarantee from a commercial bank in favour of Registrar, Lakshmibai National Institute of Physical Education, Gwalior within 14 days of awarding of the contract, which would remain with Lakshmibai National Institute of Physical Education, Gwalior account during the contract period and no interest shall be payable on the refund of Performance Security. The said amount shall be refunded after two months from the date of completion of the work, subject to deduction of any outstanding dues etc. The Bank Guarantee if furnished for this amount shall be valid up to sixty days from the date of completion of work.
14. The successful bidder will have to provide fresh Non-veg items to Lakshmibai National Institute of Physical Education, Gwalior as per items and Rate as given in BoQ of Financial Bid document to this Tender Document.
15. In case supplied materials found lower in quantity or quality and not of standard quality or in unhygienic condition or not supplied in time, a deduction of 10% of gross monthly bill amount of respective month will be made as penalty or as decided by the Registrar, Lakshmibai National Institute of Physical Education, Gwalior, repeated fault may result in forfeiture of part or whole of Security Money and even termination of the contract.
16. All the Non-veg items to be supplied as per supply order.
17. The successful bidder will ensure compliance of all the relevant provisions of the Laws / terms of contract.
18. LNIPE, Gwalior reserves the right to visit the existing or the past customers of the bidder to ascertain the quality of work performed by them and in case any negative report is received against the bidder, bid may be rejected. Also, in case any information provided by the bidder is found to be false, his/her bid can be rejected and part or whole security may be forfeited.
19. The successful bidder will submit bill in duplicate along with challans separately to the Registrar, Lakshmibai National Institute of Physical Education, Gwalior, for payment. The payment will be made after verification of items supplied as per indent. Tax at sources shall be deducted as admissible and payment will be made accordingly by A/C Payee cheque or to be transferred to his/her account through electronic system within 15 days from the receipt of the bill.
20. That the successful bidder shall not do anything inside or outside the premises, which may create nuisance or any cause of annoyance to the neighbor, to the Senior Executive Director and or to the visitors and Sports person living/visiting the premises.
21. Conditional/Incomplete/offers not conforming to tender document will be rejected.



22. Any violation of instructions / agreement or suppression of facts will attract cancellation of agreement without any reference.
23. In case the LNIPE, Gwalior suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the LNIPE, Gwalior reserves the right to terminate the contract without assigning any reasons.
24. If the contractor is a partnership of two or more persons all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of contract.
25. The Contractor will be held wholly responsible for any action taken by statutory bodies for violation /non – compilation of any such provision/rule.
26. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the LNIPE, Gwalior will be considered applicable at the time of any dispute / following any statutory rules.
27. Disclaimer: The near relatives of LNIPE, Gwalior are prohibited from participation in this tender. The near relatives for these purposes are defined as: a) Member of a Hindu Undivided Family; b) Their Spouse; c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).
28. If dispute or difference of any kind shall arise between the LNIPE, Gwalior and the Contractor in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
29. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the LNIPE, Gwalior or the Contractor may give notice to the other party of its intention to commence arbitration, as the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between LNIPE, Gwalior the Contractor relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Registrar. The award of the arbitrator will be final and binding on the parties to the Contract.
30. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued.
31. The Court of Judicature at Gwalior, Madhya Pradesh will have the exclusive jurisdiction to try the disputes.
32. The Contract shall be governed by and interpreted in accordance with laws of India for the time being in force.



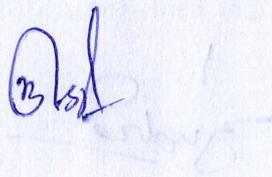
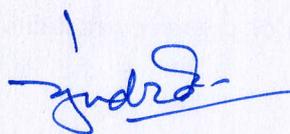
SCOPE OF WORK

1. To provide fresh & hygienic Non-Veg Items at Lakshmibai National Institute of Physical Education, Gwalior.
2. To arrange for supply of fresh & hygienic Non-veg Items as required at the site by the contractor at his own cost.
3. In the case of failure to supply, short supply or substandard supply 'risk purchase' will be made by the organization out of the Security Deposit of the said Contractor (this includes the difference tender rate and risk purchase plus incidental charges).
4. Delivery Period. The Contractor must to able to supply the fresh provisions at very short notice i.e. within 24 hours. The fresh provisions supplied by the contractors should be in good condition and in correct quantity & quality. Failure, to abide by the contractual obligation will lead to the cancellation of contract and forfeiture of earnest deposit.
5. If any products received doesn't match quality mentioned in supply order will be returned.
6. If found any grittiness, sand, stones, insect, insect infestation or any other form of adulteration the product will not be accepted.
7. Material indented for shall be supplied in full quantity within stipulated time. In case of delay in supply/ non supply/ short supply of any other complaint, LNIPE, Gwalior reserves the right to adjust extra liabilities from the Earnest Money/Security Money, disapprove a brand/all brands or may take any other action as deemed fit.
8. Supplied items should be approved from ISI Mark/AGMARK/FSSAI/FPO Quality/Norms wherever applicable.
9. It will be the responsibility of the supplier to ensure that items supplied are of the good and standard quality and free from all defects.
10. The decision of the LNIPE shall be final as to the quality of the items and shall be binding upon the tenderers. Any item fails conformity Specific action or quality will be rejected out rightly and it shall be replaced immediately at the risk and cost of the supplier.
11. Supply item should be supported with delivery Challan.
12. The quantity of order may vary (+/-) according to actual strength of students.

13. **Egg** - should be clean and have intact shell. The old stock should not be supplied. During supply, the broken Eggs, if any shall be replaced immediately.
14. **Chicken** – The quality of Chicken live must be of best quality and free from all kind of diseases.
15. **Fish** – The fish should be cleaned, fresh and free from any water bound diseases. Fish should have intact gills. It should be bright and pink in color.
16. **Meat** – The meat should be cleaned, fresh and free from any water bound diseases. It should be of less cartilage & bones, bright and pink in color.
17. In case of doubt in material the expenditure on testing of material will be borne by the tenderer.
18. Transportation & Loading & Unloading charges will be inclusive of rate quoted no extra charges will be paid.
19. The supplier should give an undertaking that substandard item if supply will be replaced at no extra cost immediately of the defect being brought to notice of the supplier.

I have read and understood all the Terms & Conditions of the Tender and hereby undertake to abide by same.

Authorized Signature
Name & Address of the firm with seal



Additional Terms and Conditions:

1. Purchaser's right to accept or reject any or all bids:

a. The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

2. Non-receipt of Performance Security and Contract by the Purchaser:

a. Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it as per the Termination of default clause and other administrative actions as deemed fit by the purchaser.

3. Corrupt or fraudulent practices:

a. It is required by all concerned namely the Consignee/Bidder/Supplier to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

i. Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question.

ii. Will declare a firm ineligible or blacklist for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract

iii. The Purchaser reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/ Performance Security (as the case may be) deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

4. Variation of Quantities at the Time of Award/ Currency of Contract

a. At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty-five (25) per cent, the quantity of goods and services

mentioned in the schedule(s) in the "Supply Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

b. If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the currency of the contract.

5. Termination for default

a. The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser.

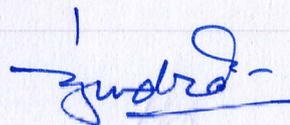
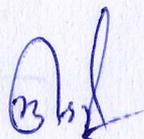
b. In the event of Purchaser/Consignee terminates the contract in whole or in part, the Purchaser/Consignee may procure goods and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure and costs, if any incurred by the purchaser/consignee for arranging such procurement.

c. Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

6. Fall Clause

a. The Supplier undertakes that he has not supplied/is not supplying similar products/system or sub-systems to any department of Govt. of India i.e. Central Government/State Government, Statutory Undertakings of Central/State Governments/Local Bodies etc. and as well as to private purchaser, domestic or foreign at a price lower than that offered in the present bid.

b. If it is found at any stage that similar product/systems or sub systems was supplied by the Supplier to any of the above Organizations as well as to private purchaser, domestic or foreign, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Supplier to the Purchaser, if the contract has already been concluded.



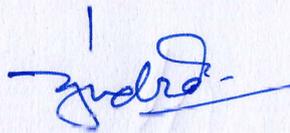
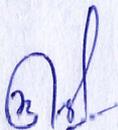
SPECIAL CONDITIONS OF CONTRACT (SCC)

The Bidder is required to give confirmation of their acceptance of Special Conditions which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

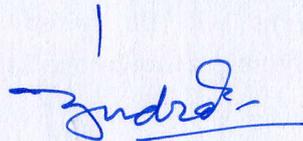
1. Repeat Order Clause: - This unit can order upto 50% quantity of the items under the present contract within 12 months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. You are required to confirm acceptance of this clause. It will be entirely the discretion of this unit to place the repeat order or not.
2. Payment Terms for Indigenous Sellers-
3. 100% payment on delivery and acceptance by the user.
4. Advance Payments: - No advance payment to be made.
5. Risk & Expense clause: Whenever the contractor fails to meet a demand duly placed on him either by NOT tendering any quantity or by tendering quantities short of the total demand, urgent action has to be taken to make good the deficiency at the expense of the contractor under the term of the contract. This may be affected by making risk purchases or by issue of authorized substitutes.
6. Force Majeure clause: -
 - a. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
 - b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
 - c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the

other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 10 (Ten) days from the moment of their beginning. (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other- competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

- d. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.
7. Quality Assurance :- (Physical Verification of items by the committee) within with the supply of items month of this date of contract. Buyer reserves the right to modify the Verification Committee. The item should be of the latest manufacture, conforming to the current production standards and having 100% defined life at the time of delivery.
8. Claims: -The following Claims clause will form part of the contract place do successful Bidder The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.
9. The quantity claims for deficiency of quantity shall be presented immediately on completion of Inspection and acceptance of goods. The quantity claim shall be submitted by the Seller as per Form Enclosed.
10. The quality claims for defects or deficiencies in quality noticed during the Inspection report shall be presented immediately on completion of Inspection and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during expiry period earliest. The quality claims shall be submitted to the Seller.
11. The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the replaced goods at the same location without encumbrance addition cost under Seller's arrangement.
12. The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

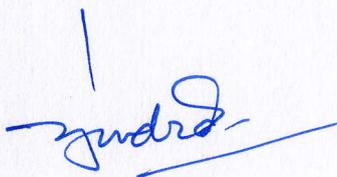


13. Special conditions/instruction The Contract or must be able to supply the fresh provisions at very short notices i.e. within 24 hours. The fresh provisions supplied by the contractor should be in good conditions and incorrect quantity and quality. Failure, to abide by the contractual obligation will lead to the cancellation of contract and forfeiture of earnest deposit.
14. The Contractor has to supply the fresh provisions to LNIFE, Gwalior after inspection of Consignee. No extra money will be paid for packing, delivery charges and any other charges. Items must be supplied to the LNIFE as per delivery schedule. The bill of provisions will be made after receipt of items.
15. The contract on a stamp paper will be signed with only lowest bidder.
16. It is also mentioned that the requirement may decrease or increase owing to LNIFE operational reasons. Items available in the market, quoted in tender, when demanded are to be invariably supplied by the contractor.
17. Delay in supply of scheduled time will be considered as not supplied and will be purchased and supplied by this office under contractor's own expenses to meet operational requirements to avoid time delay. No further claim will be entertained in this matter.
18. The details and mode of transport used by you for delivering fresh provisions which may have to be issued with gate pass for entry in to LNIFE.
19. Load of cost for items "Not Quoted": - The bidder is to quote for all the items mentioned in the BOQ.
20. The L-1 firm, awarded the contract has to submit 3% Performance Security at the time of signing the contract.
21. Once quoted, rate of items will not be changed till completion of the contract, decision of the tender opening committee will be final and no changes will be accepted thereafter.
22. Supply of Non-Veg items will be affected from the date mentioned in the contract agreement.

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23. Payment will be made monthly on receipt of original bill, which shall to be handed over to LNIFE office by last day of the month or by first week of next month for raising of contingent bill.



(Registrar I/c)
LNIFE, Gwalior





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Edwin

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