

**LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR
(DEEMED TO BE UNIVERSITY)**

No.: E/B&R/Hockey Ground/32/2019-20/248

Dated, 05 Dec. 2019

Notice Inviting Tender

Sealed two-bid (technical and Financial) tenders are invited for the following maintenance work from eligible firms/contractors having experience of similar works:-

Name of work	Estimated cost (approximate, inclusive of all taxes)	EMD (refundable)	Last date & time for submission of tenders	Date & time of opening of tender
Annual Maintenance Contract of Synthetic Hockey Turf installed at LNIPE, Gwalior.	Rs.12.50 lakhs	Rs. 37,500/-	Up to 3:00 PM on 30.12.2019	Technical bids: 4:00 PM on 30.12.2019 Commercial bids: To be announced later on (opened only of technically qualified bidders)

The interested firms/contractors, who find themselves eligible as per eligibility conditions of the tender, given in the tender form, may submit their tenders in the prescribed formats along with all required documents, by speed post or registered post or by hand, so as to reach/drop in the tender box at the office of Deputy Registrar (Estate), LNIPE, Gwalior by 3:00 PM on 30.12.2019. Tender form is free of cost.

The tender form along with other specifications and terms and conditions etc. is available on the web-site of Institute w.w.w.lnipe.edu.in and CPP Portal, which may be downloaded for submission.


**Col. Janak Singh Shekhawat, (Retd.)
REGISTRAR**

**LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR
(DEEMED TO BE UNIVERSITY)**

**TENDER DOCUMENT-CUM-FORM FOR
Annual Maintenance Contract of Synthetic Hockey Turf installed at LNIPE, Gwalior**

(A) TECHNICAL BID:

The bidders are required to submit the technical bid in the format given at **Annexure 'A'**, along with copies of following documents, duly signed/self-attested, with the technical bid for being declared to be eligible:-

1. EMD of Rs. 37,500/- in the form of Bank Draft in favour of "Registrar, LNIPE" payable at Gwalior.
2. Name of the bidder firm with complete address, Phone Number, E-mail, Website etc.
3. Status of the bidder i.e. Public Ltd./Pvt. Ltd./Partnership firm or Proprietorship firm (Certificate of incorporation to be enclosed).
4. CGST/SGST Act Registration issued by the Competent Authority (Registration along with GST Return for preceding three months to be enclosed).
5. Permanent Account Number (PAN) of the bidder firm (Copy of PAN Card to be enclosed).
6. EPF Registration Number, if applicable (Copies of online ECRs of the EPF remittances for the preceding one month to be enclosed).
7. ESI Registration Number, if applicable (Copies of online Challans of the ESI remittances for the preceding one month to be enclosed).
8. Average Annual financial turnover during the last 3 years, ending 31st March 2019, should be at least 30% of the estimated cost ("Certificate of Turnover" issued by a Chartered Accountant in the format prescribed in tender at **Annexure – 'B'**, along with audited Annual Statement of Accounts and Income Tax Returns of these three years to be enclosed).
9. Experience of having successfully completed similar works i.e. maintenance of Synthetic Hockey Turf anytime during last 7 years (up to Oct. 2019) in Government Organizations/PSUs/Educational Institutions/Recognized Sports Federations, as under:-

Three similar completed works each costing not less than the amount equal to 40% of the estimated cost;

OR

Two similar completed works each costing not less than the amount equal to 50% of the estimated cost;

OR

One similar completed work costing not less than the amount equal to 80% of the estimated cost.

(Copies of work orders as above with their respective contract completion certificates to be enclosed).

10. The bidder has its own Bank Account (Details of account along with statement of last one month to be furnished);
11. A declaration to the following effect is required to be submitted on affidavit on non-judicial stamp of Rs. 100/- that
 - (a) There is no pending criminal case before any Court of law against the Proprietor / firm / Partner or the bidder company;
 - (b) The bidder has not defaulted from the payment of statutory dues like EPF, ESI, GST, Income Tax etc. during the last three years;
 - (c) The bidder is not blacklisted by any Government Organization/PSU/Autonomous Body/ Govt. Educational Institute/Private Organizations during the last three years;
 - (d) No contract of the bidder has been terminated before expiry of term during the last three years.

(B) PRICE BID:

1. Price bid is required to be submitted in the format at **Annexure 'B' only**.
2. Price bid of only technically qualified bidders will be opened at scheduled date & time, to be intimated separately to such bidders.
3. All the rates quoted should be inclusive of all taxes. Nothing additional shall be payable during the period of contract.

(C) SCOPE OF WORK:

1. Routine care of Turf Carpet and sprinkler system.
2. Periodic major cleaning of surface carpet – Four times in a year (once in each quarter).
3. Treatment of Algae etc. – Four times in a year (once in each quarter).
4. Treatment of Moss / Weed – Four times in a year (once in each quarter).
5. Repair to seems, tears and line markings – whenever required by the I/c Hockey.
6. Treatment of chemicals and stains - - Four times in a year (once in each quarter).
7. The Institute will not pay extra amount towards labour wages, ESI, EPF, uniform, badges etc.

(D) TENDER FORM COST & EARNEST MONEY DEPOSIT:

1. The tender form is free of cost, which may be downloaded from the website of Institute or CPPP.
2. Earnest Money Deposit is required to be accompanied along with tender documents by way of Bank Draft / Bankers cheque in favour of "Registrar, LNIPE, Gwalior" payable at Gwalior.
3. EMDs of the bidders will be released / returned after finalization of tender process.
4. No interest shall be payable on such refund.
5. EMD of a bidder will be forfeited on refusing to take up the work awarded, or on failing to furnish performance security upon their selection for the award of contract.

(E) PROCEDURE FOR SUBMISSION OF BIDS:

1. Tenders are to be submitted in a main sealed envelope super scribed as "**Annual Maintenance Contract of Synthetic Hockey Turf installed at LNIPE, Gwalior**" in the tender box kept in the office of Deputy Registrar (Estates) by 3:00 PM on **30.12.2019**.

2. The tenders may also be sent by speed post / registered post / courier by clearly mentioning the above subject and addressed to **the Registrar, LNIPE, Shakti Nagar, Mela Road, Gwalior 474 002 (MP)** in such a manner that the same are reached by 3:00 PM on **30.12.2019**.
3. Any tender received after the prescribed deadline, will be rejected.
4. The **main tender envelope** should contain three sealed envelopes as under:-
 - Envelope No. 1** - Containing Demand Draft / Bankers Cheque on account of EMD
(Write "**EMD**" on envelope);
 - Envelope No. 2** - Containing duly filled in "**Technical Bid**" as per "**Annexure 'A'**" and "**Annexure 'B'**" with all required documents
(Write "**Technical Bid**" on envelope);
 - Envelope No. 3** - Containing "**Financial Bid**" in duly filled in "**Annexure 'C'**"
(Write "**Financial Bid**" on envelope).
5. All pages of the technical bid and financial bid shall be duly page-numbered.
6. All photo copies of the documents furnished with the bid shall be self-attested.
7. The conditional bids will not be accepted.
8. The Institute may, for any reason, modify the tender document by suitable amendments, through the website of Institute at any time prior to the opening of technical bids, for which, no separate communication will be sent to the prospective bidders.
9. The bidders must ensure that all entries in the tender form are legible and filled clearly, and all pages of the technical bid and financial bid are signed by an authorized representative of the bidder firm.
10. Any over-writing or correction or cutting in the filled-in tender form, will make it liable to be summarily rejected.
11. The bidders are required to visit the site and inspect the campus in question before submission of their bids so as to fully assess the requirements for the work for which, they are bidding, before submitting bids. This is required to be declared by the bidders in the technical bid format.
12. The bidders will observe the highest standard of ethics during the bidding process. The Institute reserves the right to reject a tender if it is found that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, or undesirable act in the tendering process.
13. The eligibility of bidders shall be examined only on the basis of documents submitted by them in the tendering process.
14. Decision of the competent authority of the Institute shall be final and acceptable to the bidder.
15. The Institute reserves right to call for any documenting original to verify the veracity of the documents submitted by the bidders.
16. The tenders shall remain valid for acceptance for a period of 180 days from the date of opening of tenders.

(F) OPENING OF BIDS:

1. The inner envelopes containing technical bids and EMD will be opened first on **30.12.2019** at 4.00 PM in LNIPE, Gwalior in the presence of the bidders or their authorized representative(s), if any.
2. The inner envelopes containing financial bids of only technically qualified bidders will be opened later on in the presence of the bidders or their authorized representative(s), present if any. The date and time will be intimated to the qualified bidders separately.
3. In case the office is closed on the said dates for any reason, then the same will be opened on the next working day at the same time.

(G) REJECTION OF BIDS:

1. The bid of a bidder will be rejected, if not meeting all the requisite criteria stated hereinabove and furnished in the technical bid form or submitted without EMD;
2. Canvassing by a bidder in any form whatsoever, may invoke summary rejection of its bid.
3. The bidders will have to comply with the conditions mentioned in the tender document and accordingly clearly fill the same in the formats (Technical and Financial), failing which, the Institute reserves the right to reject the same.
4. Un-signed or incomplete filled-in tenders shall be summarily rejected.
5. The Institute reserves the right to reject any or all tenders without giving any notice or assigning reason thereof.
6. No correspondence shall be made with those bidders, who are rejected on the basis of their technical bids.

(H) PERIOD OF CONTRACT:

1. From the date of contract and would be awarded for a period of one year on the terms and conditions of this tender document.
2. The Institute reserves right to re-award the contract for a further maximum period of two years on yearly basis subject to satisfactory performance of contractor firm during the preceding period/year and upon acceptance of the contractor to accept re-award of work on the same terms and conditions.
3. The contract may be curtailed / terminated before the stipulated contract period at any time on account of deficiency in service by the contractor firm.
4. The contract shall automatically expire on completion of its period, unless extended further as stated hereinabove.

(I) PERFORMANCE SECURITY:

1. The successful bidder firm shall be issued letter of intent (LoI), which would constitute work order.
2. The successful bidder will, within 10 days of issue of the LoI, be required to furnish its written acceptance to the Institute along with a non-judicial stamp paper of Rs. 100/- (for signing agreement with the Institute) and performance security equivalent to 10% of the total contract value as stipulated in the tender form by Demand Draft/Bankers Cheque in favour of Registrar, LNIPE, Gwalior payable at Gwalior or through RTGS in LNIPE Bank Account, or by submitting Fixed Deposit in the name of Registrar, LNIPE, Gwalior, which must however be valid at least for a minimum period of sixty days beyond the date of completion of all contractual obligations of the contractor. No interest shall be payable on performance security deposit.
3. The performance security is refundable after expiry of sixty days from the date of successful/satisfactory completion of contract period or extended period, if any, on

written request by the contractor in this regard, after discharge of all the contractual /statutory obligations by the contractor to the satisfaction of the Institute, otherwise it will be subjected to adjustment to such extent.

4. In case of breach of any terms and conditions stipulated in the tender, the Performance Security Deposit will be liable to be forfeited by the Institute, besides annulment of contract.
5. If the contractor firm fails to service the contract for the prescribed period for whatsoever reasons or fails to perform the work as per contract up to the satisfaction of the Institute, or commits breach of any of the terms and conditions of contract, then the Institute shall have right to forfeit EMD and/or performance security, as the case may be, and/or terminate the contract. The Institute shall also have the right to blacklist the contractor.

(J) MAINTENANCE OF PROFESSIONAL ETHICS AND SECRECY:

1. The contractor firm and their authorized representatives, employees, personnel shall observe the highest standard of ethics during the period of contract.
2. It is mandatory for the contractor to maintain professional ethics and absolute secrecy and not to share with/divulge to any person/party/firm or any third party the inside details.
3. The bidder/contractor will not, directly or through any other person or firm, offer, promise or give to any of the Institute's employees involved in tender process or execution of the contract or to any third person any material or other benefit which is not legally entitled to.
4. The bidder/contractor will not commit any offence under the provisions of IPC/PC Act.

(K) ARBITRATION & JURISDICTION:

1. Any dispute/difference arising out of or relating to this tender, including interpretation of its terms and conditions will be resolved amicably through mutual discussions of the concerned parties.
2. However, if disputes are not resolved by mutual discussions, then the matter will be referred to the Sole Arbitrator as per the provisions of the Arbitration and Conciliation Act 1996, who shall be appointed by the Vice Chancellor, LNIPE, Gwalior.
3. In case the matter still remains un-resolved in Arbitration proceedings, then the dispute will lie within the territorial jurisdiction of Gwalior Courts only.

(L) GENERAL CONDITIONS OF CONTRACT

1. The contract shall be valid for a period of 12 months from the date of award, which may however be renewed for a period not exceeding 24 months on yearly basis, subject to excellent performance of the contractor as per assessment of the Institute and upon mutual consent of both the parties, at the contract rate extendable by a maximum of 5% per year over and above the original contract value.
2. The Institute reserves the right to terminate the contract forthwith at any time during the period of contract, without assigning any reason or in the case of poor performance of the contractor.
3. This tender document shall form a part of the contract having binding effect on the successful bidder.
4. The bidder shall quote their rates in view of the various terms and conditions given in the tender document. All the required material and labour will be provided by the contractor.

5. The competent authority of the Institute reserves right to accept the whole or any part of the tender and the contractor shall be bound to perform the same at the quoted rates.
6. The payment shall be made to the contractor on quarterly basis on receipt of bills in duplicate along with satisfactory work reports from the Hockey Incharge as well as Supervisor (B&R), with all the required documents like periodical maintenance and / or cleaning done during the quarter in question.
7. The sub-contracting shall not be allowed.
8. If the contractor withdraws during the period of contract or fails to perform the work as per contract up to the satisfaction of the Institute, or commits breach of any of the terms and conditions of contract, then the Institute shall have right to forfeit EMD and/or performance security, as the case may be, by giving 1 (one) month written notice of termination, to the contract. In addition, the Institute shall have the right to blacklist the contractor.
9. All the working staff deployed by the contractor shall be courteous and well behaved and will not consume alcohol during the working hours, as also, within the premises of the Institute.
10. The contractor will not be entitled for any compensation due to enactment of any law / regulation etc. during the currency of the contract.
11. All Taxes on materials or any element of this contract shall be payable by the contractor and the Institute will not entertain any such claim whatsoever in this respect. The contractor's rates shall cater to all such taxes.
12. The Institute will deduce income tax and any other tax applicable, at source from all the payments made to the contractor under this contract, in accordance with the provisions of IT Act or any other law as applicable from time to time.
13. The criteria for tender award will be based on the lowest quoted rates by the eligible bidder.
14. The Institute reserves the right to ask the justification of quoted rates before finalization of contractor.
15. The contractor will be responsible to bring to immediate notice of the Hockey Incharge and / or Supervisor (B&R) any abnormal functioning or faulty operation of any equipment and take timely steps to avoid breakdown/disruption.
16. The contractor shall be responsible for any damage to the equipment, machinery or system on account of negligence/fault of the contractor's authorized staff and the same will have to be made good at his risk and cost.
17. In the event of any dispute between the Institute and contractor, the Arbitrator shall be appointed by the Vice Chancellor, LNIPE, Gwalior and the matter shall be referred to so appointed Arbitrator, whose decision shall be binding and final.
18. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders, who resort to canvassing, will be liable to rejection.
19. Any dispute arising out of the contract between the Institute and contractor, shall be subject to the territorial jurisdiction of Gwalior.

ANNEXURE 'A'

**LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR
(DEEMED TO BE UNIVERSITY)**

**PROFORMA FOR TECHNICAL BID FOR
Annual Maintenance Contract of Synthetic Hockey Turf installed at LNIPE, Gwalior**

Sl. No.	Description	Whether document required to be submitted	Furnish information here	Copy enclose at Page No.
1	EMD of Rs. 37,500/- in the form of Bank Draft in favour of "Registrar, LNIPE" payable at Gwalior.	DD No. Dated Amount Name of Bank & Branch	_____ _____ Rs. _____ _____ _____	To be furnished in separate envelope
2	Name of the bidder with complete address, Phone Number, E-mail, Website etc.	NO		N.A.
3	Status of the bidder i.e. Public Ltd./Pvt. Ltd./Partnership firm or Proprietorship firm (Certificate of incorporation to be enclosed).	YES		
4	CGST/SGST Act Registration issued by the Competent Authority (Registration along with GST Return for preceding three months to be enclosed).	YES		
5	Permanent Account Number (PAN) issued by the Income Tax Authorities (copy of PAN Card to be enclosed).	YES		
6	EPF Registration Number, if applicable (Copies of online ECRs of EPF remittances for the preceding one month to be enclosed).	YES		

7	ESI Registration Number, if applicable (Copies of online Challans of the ESI remittances for the preceding one month to be enclosed).	YES		
8	Average Annual financial turnover during the last 3 years, ending 31 st March 2019, should be at least 30% of the estimated cost (“Certificate of Turnover” issued by a Chartered Accountant in the format prescribed in tender at Annexure – ‘B’ , along with audited Annual Statement of Accounts and Income Tax Returns of these three years to be enclosed).	YES	<u>F.Y. Turnover</u> 2016-17 2017-18 2018.19	
9	Experience of having successfully completed similar works i.e. maintenance of Synthetic Hockey Turf anytime during last 7 years (up to Oct. 2019) in Government Organizations/PSUs/Educational Institutions/Recognized Sports Federations, as under:- Three similar completed works each costing not less than the amount equal to 40% of the estimated cost; OR Two similar completed works each costing not less than the amount equal to 50% of the estimated cost; OR One similar completed work costing not less than the amount equal to 80% of the estimated cost. (Copies of work orders as above with their respective contract completion certificates to be enclosed).	YES		
10	Details of bidder’s Bank Account (Details of account along with statement of last one month to be furnished);	YES	Account No. Type of Account Bank	

			Branch IFS Code	
11	<p>A declaration to the following effect is required to be submitted on affidavit on non-judicial stamp of Rs. 100/- that</p> <p>(a) There is no pending criminal case before any Court of law against the Proprietor / firm / Partner or the bidder company;</p> <p>(b) The bidder has not defaulted from the payment of statutory dues like EPF, ESI, GST, Income Tax etc. during the last three years;</p> <p>(c) The bidder is not blacklisted by any Government Organization/PSU/Autonomous Body/ Govt. Educational Institute/Private Organizations during the last three years;</p> <p>(d) No contract of the bidder has been terminated before expiry of term during the last three years.</p>	YES		
12	Any other information, which bidder desires to submit, relevant to the present bidding.			

DECLARATION

1. We have carefully examined the tender document and offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
2. We declare that we have carefully read each and every condition and the scope of work given in the tender document and having understood the same by making a physical/spot assessment of the work, we confirm our acceptance without any condition or deviation.
3. We agree to keep the bid valid for a period of 180 days from the date of opening of bid and it shall be binding on us and may be accepted at any time before the expiry of that period.
4. We undertake that if this bid is accepted and work awarded to us, then we accept it and agree to abide by and fulfill all the terms and conditions of the tender document.
5. We give our irrevocable consent to the forfeiture of EMD and / or performance security deposit, in the event of default on our part in accepting awarded work at initial stage, or

leaving the contract incomplete during the period of contract, or on breach of conditions of contract in any manner whatsoever.

6. Unless and until a formal contract is prepared and executed, the tender document together with our written acceptance thereof shall constitute a binding effect upon the parties.
7. I/We give consent that the decision of the tender committee and/or competent authority of the Institute shall be final and acceptable to me / us.

Date:

Place:

Signature of bidder: _____

Name, Address, Phone & Seal: _____

ANNEXURE 'B'
CERTIFICATE OF TURNOVER

FOR THE PURPOSE OF SUBMISSION OF TENDER FOR AWARD OF
Annual Maintenance Contract of Synthetic Hockey Turf installed at LNIPE, Gwalior

(To be submitted in original)

This is to certify that M/s
has registered the following turnover and profit/loss during the last three financial years:-

Financial Year	Annual Turnover (in Rupees)	Net profit/loss
2018-19		
2017-18		
2016-17		

The above information/figures are true and authentic to the best of our knowledge and belief and derived from the Balance Sheet and / or Income Tax Return of the said firm.

Date:

Place:

Seal & signature of Chartered Accountant

Regn. No.

DECLARATION BY THE BIDDER

I/We hereby submit the aforesaid document in original and undertake its correctness / veracity on the basis of enclosed ITR as well as Balance Sheets of all these three financial years. I/we are aware that furnishing of any false information / fabricated document would lead to rejection of my/our tender at any stage, including during the contract award, besides liabilities towards prosecution under appropriate law.

Date:

Place:

Signature of bidder: _____

Name, Address, Phone No. of agency (with Seal): _____

**LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR
(DEEMED TO BE UNIVERSITY)**

ANNEXURE 'C'

**PROFORMA FOR FINANCIAL BID FOR
Annual Maintenance Contract of Synthetic Hockey Turf installed at LNIPE, Gwalior**

Description of work involved in the AMC	Total quoted amount (in figure)	Total quoted amount (in words)
<p><u>Annual Maintenance Contract of Synthetic Hockey Turf installed at LNIPE, Gwalior including the following works:</u></p> <ol style="list-style-type: none"> 1. Routine care of Turf Carpet and sprinkler system installed therein. 2. Periodic major cleaning of surface carpet – Four times in a year (once in each quarter). 3. Treatment of Algae etc. – Four times in a year (once in each quarter). 4. Treatment of Moss / Weed – Four times in a year (once in each quarter). 5. Repair to seems, tears and line markings – whenever required by the I/c Hockey. 6. Treatment of chemicals and stains - – Four times in a year (once in each quarter). 7. The Institute will not pay extra amount towards labour wages, ESI, EPF, uniform, badges etc. 		

DECLARATION

1. We have carefully examined the tender document and offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
2. We declare that we have carefully read each and every condition and the scope of work given in the tender document and having understood the same by making a physical/spot assessment of the work, we confirm our acceptance without any condition or deviation.
3. We agree to keep the bid valid for a period of 180 days from the date of opening of bid and it shall be binding on us and may be accepted at any time before the expiry of that period.
4. We undertake that if this bid is accepted and work awarded to us, then we accept it and agree to abide by and fulfill all the terms and conditions of the tender document.

5. We give our irrevocable consent to the forfeiture of EMD and / or performance security deposit, in the event of default on our part in accepting awarded work at initial stage, or leaving the contract incomplete during the period of contract, or on breach of conditions of contract in any manner whatsoever.
6. Unless and until a formal contract is prepared and executed, the tender document together with our written acceptance thereof shall constitute a binding effect upon the parties.
7. I/We give consent that the decision of the tender committee and/or competent authority of the Institute shall be final and acceptable to me / us.

Date: _____

Place: _____

Signature of bidder: _____

Name, Address, Phone No. of agency (with Seal): _____
