

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

TENDER DOCUMENT-CUM-FORM FOR
“MAINTENANCE WORK IN GYMNASIUM HALL AND INDOOR SWIMMING POOL
HALL IN L.N.I.P.E, CAMPUS GWALIOR”

(A) ELIGIBILITY CRITERIA:-

The bidding agencies are required to submit the bids the format given with the tender form as **Annexure ‘A’** along with copies of following documents, duly signed/self-attested, for being to be eligible:-

1. EMD of Rs. 14,000/- in the form of Demand Draft in favour of “Registrar, LNIPE” payable at Gwalior or Bank Guarantee from a schedule bank) or (Exempted for MSME & Startup on submission on valid certificate)
2. Certificate of incorporation of the bidder (copy to be enclosed).
3. GST Registration Number (enclose its copy with the last quarter GST Return).
4. Income Tax Permanent Account Number (copy to be enclosed)
5. The average annual financial turnover during the last 3 years, ending 31st March 2022 (Assessment Year 2021-22), should be at least 30% of the estimated cost. Copy of Income Tax Return of last 3 financial years up to 31.3.2022 to be enclosed.
6. Experience of having successfully completed the similar work i.e. civil construction works in Government Department / Organizations / PSUs / Educational Institutions / Private Organizations during preceding 7 years (upto February, 2023) by either of the following:-
 - a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
 - b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.
 - c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.[Enclose copies of only these 3/2/1 work order(s) along with respective completion certificate(s)].
7. The bidder has its own bank account (Details of account along with statement of last one month to be furnished).
8. 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.

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(B) PROCEDURE OF TENDER SUBMISSION

1. All pages of Sealed tender shall be duly page-numbered and signed by the bidder at bottom.
2. Photo copies of all the documents shall be self-attested.
3. Conditional bids will not be accepted.
4. At any time prior to the opening of bids, the Institute may, for any reason, modify the tender document by suitable amendments/corrigendum through website of Institute. No separate communication shall be required to be sent to the prospective bidders.
5. The bidders will comply with the conditions mentioned in the tender document and accordingly clearly fill all the columns, failing which, the Institute reserves the right to reject the same.
6. Un-signed or incomplete filled-in tenders shall be summarily rejected.
7. The bids shall be opened as scheduled in the Notice Inviting Tender, in the presence of bidders or their authorized representatives, if any.
8. In case there is public holiday on the scheduled date of opening of tenders, the same shall be opened on the next working day at the same time.
9. The bidders are expected to see the site to inspect the site & scope of work in question, which is required to be declared in the tender form.
10. No correspondence shall be made with these bidders, whose bids are rejected on the basis of technical or price.

(C) GENERAL CONDITIONS OF CONTRACT

1. The estimated measurement of repair work in question is given merely as a rough guide. The quantity and items mentioned in the schedule may, therefore, vary, which will have to be accepted by the contractor in the offered rates. The payments shall be made to the agency as per actual measurement of work executed at site.
2. The payment shall be made to the contractor on satisfactory completion of the work and the contractor shall prepare computerized bills using the program as approved by Engineer-in-charge as per prescribed format/pro-forma.
3. Before using the material, the contractor shall get approval from the Institute and any changes to the work with require approval from the Institute.
4. After communication regarding award of work, the successful bidder shall, within 7 days, submit a non-judicial stamp of Rs. 100/- and sign an agreement with the Institute for the work, on the terms & conditions of the present tender.
5. The successful bidder shall also deposit requisite Performance Security @5% of contract value by online or Demand Draft or Fixed Deposit in the name of Registrar, LNIPE, Gwalior, which shall be valid at least for a period of Fifteen months.
6. EMD of unsuccessful bidders will be returned after finalization of tender. No interest shall be payable on such refund.
7. The Performance Security shall be refunded after One year Defect liability period. No interest shall be payable on such refund.
8. The bidders shall quote their rates as per various terms and conditions given in the tender document under price bid, inclusive of all taxes, appropriate materials, labour, machinery, machines tools and plants and all appliances whatsoever are necessary for the complete

- execution of the work. Nothing extra shall be paid by Institute other than those quoted in the price bid.
9. All the required labour will be provided by the contractor and no minor shall be engaged at site. For all intents and purposes, the unskilled labour and such-like personnel provided by the contractor shall be the employees of the contractor, who shall be responsible to provide all admissible and/or fringe benefits to such personnel in the same manner as the contractor does to its other employees. The LNIPE shall not own any responsibility in any manner whatsoever for the same.
 10. 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.
 11. The tender for the works shall remain open for acceptance for a period of 180 days from the date of opening of tenders.
 12. The work shall be completed within 45 days from the date of agreement and intimation regarding commencement of work will be made by the contractor to the Institute.
 13. A penalty @ Rs. 500/- per day will be imposed for delay, which shall be deducted from the bill of the contractor and the penalty so imposed shall not exceed 5% of the total cost. If any hurdle arises, the same may be intimated to the office of Registrar and accordingly, extension of time-period shall be made, if required.
 14. The work shall be carried out as per CPWD specifications and up to the entire satisfaction of the Institute.
 15. No waste/ malba of any sort, including dismantled material, will be left at the work site or anywhere in the Institute campus and the contractor shall be responsible to remove and dispose it outside the campus at their own cost.
 16. The contractor will be fully responsible for any type of loss to the Institute property during execution of work. If any damage is caused at the site or surroundings, the same shall be made good within the quoted rates.
 17. The contractor shall raise the Bill as per actual work carried-out at site. Any item of work exceeding the quantity specified in this tender document shall require prior written permission of the Institute. The payment shall be made to the contractor on receipt of bills in duplicate and upon satisfaction of the Institute with respect to the entire work.
 18. Necessary statutory deductions will be made from the Bill, as applicable from time to time.
 19. Debarred/blacklisted agency/firm/ individual shall not be permitted to participate in the tendering process.
 20. The sub-contracting shall not be allowed.
 21. If the contractor fails to complete the work as per work order 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 / guarantee, as the case may be. In addition, the Institute shall have the right to blacklist the contractor.
 22. The contractor will not be entitled for any compensation due to enactment of any law / regulation etc. during the currency of the contract.
 23. 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.
 24. The Institute will deduct 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.
 25. The contractor shall be responsible for any damage to the equipment, machinery or system of the contractor's staff and the same will have to be made good at his risk and cost.

Done
15/5/23

26. When the works are carried out, the splashes and droppings from white washing, color washing, painting, etc. on walls, floor, windows etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms.
27. The contractor shall be fully responsible to observe the labour safety provisions.
28. Action in case of bad work - If it shall appear to that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description the Engineer-in-Charge may rectify and re-execute the work or remove and replace with others, the material or articles complained of as the case maybe at the risk and expense in all respects of the contractor.
29. If the contractor fails to execute the awarded work or leaves half-way or fails to complete it to the entire satisfaction of the Institute, or commits breach of any of the terms and conditions of contract, then the Institute shall have right to forfeit bid security and/or performance security, as the case may be. The Institute shall also have the right to blacklist the contractor.
30. Criteria for work award will ordinarily be the aggregated lowest rates quoted for all the items.
31. The Institute reserves the right to ask the justification of quoted rates before finalization of agency.
32. The contractor has to follow all electricity rules as amended from time to time and contractor shall be responsible for any mishap due to negligence on his part.
33. In the event of any dispute between the Institute and contractor, it shall be resolved through mutual discussions between the parties. If it cannot be resolved through discussions, then an 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.
34. 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.
35. Any dispute arising out of the contract between the Institute and contractor, shall be subject to the territorial jurisdiction of Gwalior.

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TECHNICAL BID

Sl. No.	Description	Whether document required to be submitted	Furnish information here	Copy enclose at Page No.
1	Name of the bidder complete			
2	Full 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 (copy to be enclose).	YES/NO		
4	EMD of Rs. 14,000/- in the form of Demand Draft in favour of “Registrar, LNIPE” payable at Gwalior or Bank Guarantee from a schedule bank) or (Exempted for MSME & Startup on submission on valid certificate).	YES/No	DD/BG No. _____ Dated _____ Amount Rs. 14,000/- Bank _____ Branch _____	
5	CGST/SGST Act Registration issued by the Competent Authority (copy to be enclose).	YES/NO		
7	Permanent Account Number (PAN) issued by the Income Tax Authorities (copy to be enclose).	YES/NO		
8	The average Annual financial turnover during the last 3 years, ending 31 st March 2022 (Assessment Year 2021-22), should be at least 30% of the estimated cost. Copy of Income Tax Return of last 3 financial years up to 31.3.2022 to be enclosed.	YES/NO	F.Y. Turnover 2019-20 2020-21 2021-22	
9	Experience of having successfully completed the similar work i.e. Civil construction work during preceding 7 years (up to February, 2023) in Government Department / Organizations / PSUs / Educational Institutions /Private Organizations	YES/NO		

	<p>by either of the following:- 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).</p>			
10	The bidder has its own bank account (Details of account along with statement of last one month to be furnished).	YES/NO	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>			

FINANCIAL BID

Sl. No.	Description of work	Qty	Unit	Rate (in INR)	Amount (in INR)
1.	Covering of slab expansion joints at 35 feet height with aluminum sheet (1 feet width and 20 gauge thick) fixing by fasteners/screws bolts etc. in Gymnasium Hall.	560	Running feet		
2.	Covering of slab expansion joints at 35 feet height aluminum sheet (1 feet 6 inch width and 20 gauge thick) fixing by fasteners/screws bolts etc. in Indoor Swimming pool Hall.	210	Running feet		
	Total Amount including GST				

Total Amt. (in words):

All the rates quoted above are inclusive of all taxes, FOR at work-site and nothing is payable in addition to these quoted rates.

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 performance security deposit, 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): _____
