

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

**TENDER DOCUMENT-CUM-FORM**  
**FOR EMPANELMENT OF PUBLIC SECTOR UNDERTAKING /ENTERPRISE TO**  
**CARRY-OUT DEPOSIT & INFRASTRUCTURE MAINTENANCE WORKS AT**  
**L.N.I.P.E., GWALIOR**

1. **INTRODUCTION:** Lakshmbai National Institute of Physical Education, Gwalior (LNIFE) is an autonomous body registered as a Society under the Government of India, Ministry of Youth Affairs & Sports and it invites "Expression of Interest" from Public Sector Undertakings / Public Sector Enterprises (set up or owned by the Central or State Government) to carry-out Institute's deposit and infrastructure maintenance works, for a period of 5 years, on the lump sum service charges to be claimed for execution of works.
  
2. **MANDATE:** The LNIFE is inviting present EoIs for competition on lump sum service charges, as per provision contained in Rule 133 (3) of General Financial Rules, 2017, which is re-produced as below:-  
**Rule 133 (3)** *As an alternative to 133(2), a Ministry or Department may award repair works estimated to cost above Rupees Thirty Lakhs and original works of any value to:*
  - (i) *any Public Sector Undertaking set up by the Central or State Government to carry out civil or electrical works or*
  - (ii) *to any other Central / State Government organization / PSU, which may be notified by the Ministry of Urban Development (MoUD) for such purpose after evaluating their financial strength and technical competence.**For the award of work under this sub-rule, the Ministry / Department shall ensure competition among such PSUs/Organizations. This competition shall be essentially on the lump sum service charges to be claimed for execution of work."*
  
3. **TERMS OF REFERENCE:** Terms of reference of the empanelled PSU will broadly include Pre-construction; Construction and Post-construction activities for execution of works including the following:-
  - i. Preparation of Detailed Project Report (DPR) and preliminary estimates of the desired / proposed deposit work, which shall precede any go-ahead sanction for works being entrusted;
  - ii. Preparation of detailed structural designs, drawings, specifications, detailed estimates containing the detailed specifications and quantities of various items on the basis of Schedule of Rates maintained by CPWD or any other Public Works Organizations, for the purpose of according administrative approval and expenditure sanction ;

- iii. Inviting tenders and processed in accordance with rules and CVC instructions/guidelines from time to time involving the entire process from calling of tenders to selection of the implementing agency (contractor);
- iv. To execute the work entrusted to it, in accordance with the rules and procedures prescribed under the CPWD Manual and the principles underlying the financial and accounting rules prescribed for similar works carried out by the CPWD, CVC and General Financial Rules;
- v. Monitoring, supervision and facilitation of the implementation of the works, including fulfilment of all statutory and legal requirements;
- vi. Submitting progress reports of the entrusted works from time to time to the LNIFE, Gwalior as per provisions of CPWD Manual;
- vii. Submitting the final report to LNIFE, Gwalior as per rules prevailing from time to time and final settlement of work-wise accounts within three months after completion or handing over the work to LNIFE, Gwalior, as the case may be;
- viii. Any other item of work that is incidental to and essential for completion of the proposed work(s).

#### 4. SCOPE OF WORK:

1. LNIFE tentatively proposes to create the following infrastructures at its campus in Gwalior during the next five years, subject to availability of adequate funds from the Govt. of India, Ministry of Youth Affairs & Sports, for which, the present empanelment is being made:-

S. No.	Particulars of proposed infrastructure	Present approved estimated cost (in lakhs)
1.	Laying of Football Pitch as per FIFA Pattern	284.00
2.	Construction of Scientific Laboratory (Ground Floor) and Classrooms (First Floor)	279.00
3.	Construction of Building for Workshop	234.00
4.	Construction of Type - V Accommodation G+1 (6 Nos.) & Type IV Accommodation G+2 (12 Nos.)	798.00
5.	Construction of Synthetic Tennis Court with Flood Lights (2 nos)	90.28
6.	Replacement of Flooring of Multipurpose Hall	141.34
7.	Installation of Sprinkler System with Pump House & Tube Well in existing 400-mtrs. Synthetic Athletic Track	54.74
8.	Any other works (civil and / or electrical) as and when required by LNIFE, during the period of empanelment.	618.63
	<b>TOTAL</b>	<b>2500.00</b>

2. However, it is made clear that some works, as above, are subject to approval of the competent authority with estimated costs shown against them, and the Institute reserves right to award the

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work(s) to the empanelled PSU in a phased manner keeping institutional priority into consideration and subject to availability of funds with the Institute. As such, the Institute may or may not award all the aforesaid works during the period of empanelment of five years.

3. The Institute also reserves right to award any of such works, which is not mentioned in the present document.

**5. ELIGIBILITY CRITERION:**

- i) The bidder is set up or established as a Public Sector Undertaking or Public Sector Enterprise and set up or owned by the Central Government or the State Government (submit Certificate of incorporation / Registration and MoA/Articles of Associates).
- ii) The bidder has Permanent Account Number (PAN) issued under Income Tax Act. (submit its copy with ITR Acknowledgements of preceding three years).
- iii) The bidder has GSTIN Registration Certificate (submit its copy with copies of the latest GST Return for preceding three months).
- iv) The bidder has the successfully completed construction works worth Rs. 10 crores in Govt. Organizations during the last five financial years i.e. from 1.4.2016 to 31.3.2021;  
OR  
It has successfully completed constructions of Sports Stadia / Synthetic Athletic Track or Synthetic Hockey Turf / Sports Infrastructure / Prefabricated Infrastructure Projects in Govt. Organizations worth Rs. 5 crores during last five years i.e. from 1.4.2016 to 31.3.2021.  
(submit detailed statements prescribed in the technical bid format along with award of works with their completion certificates).
- v) The bidder has on its roll the following minimum number of professionally qualified staff:-  
a) Civil Engineers (minimum qualification – B.E/B. Tech) - 50 Nos.  
b) Electrical Engineers (minimum qualification - B.E/B. Tech) - 10 Nos.  
c) Architects (minimum qualification - B. Arch) - 5 Nos.  
(submit detailed statements prescribed in the technical bid format).
- vi) The bidder has average annual financial turnover of Rs. 100 crores during the last five financial years.(submit “Certificate of Turnover” issued by CA in the prescribed format along with audited balance sheets and Profit & Loss Accounts of last five FYs).
- vii) The bidder is conversant with the guidelines, directions, observations and regulations of Central Vigilance Commission regarding deposit works.
- viii) Bidder conversant with the CPWD Manual and Scheduled of Rates prescribed for governing deposit works.

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- ix) The bidder PSU is not blacklisted by any Government Organization/PSU/Autonomous Body/Govt. Educational Institute in the past, and its accept all terms & conditions stipulated in the present EOI document. A declaration to this effect is required to be submitted on non-judicial stamp paper of Rs. 100/-.

#### 6. TENDER FORM COST & BID SECURITY:

1. There is no cost of application form, which is required to be downloaded by the bidder from the website of Institute or CPPP.
2. Bid Security of Rs.5,00,000/[ (Rupees Five Lakhs only) is also required to be submitted by way of Bank Draft / Bankers cheque in favour of "Registrar, LNIPE, Gwalior" payable at Gwalior or bank guarantee from a schedule bank.
3. The Bid Security of the unsuccessful bidders will be released / returned after finalization of EoI process.
4. The Bid Security of successful bidder PSU will be retained as partial performance security, which shall be refundable after the period of empanelment, is satisfactorily over, as per provisions in this document.
5. The additional performance security @ 2% of estimated of each work awarded, which shall be refunded on completion of such work or on expiry of liability period, whichever is later.
6. No interest shall be payable on bid security/performance security.
7. In the case of non-submission of bid security, the bid(s) shall render incomplete and accordingly, summarily rejected.
8. The bid security / Performance Security will be liable to be forfeited
  - if bid is withdrawn during the validity period or any extension thereof.
  - if the bid is varied or modified in a manner not acceptable to the LNIPE after opening of EoI or during the validity period or any extension thereof.
  - if the bidder tries to influence the selection process.
  - for contravention of any of the conditions of the NIT.

#### 7. PROCEDURE FOR SUBMISSION OF BIDS:

1. Expression of Interest (EoI) will be required to be submitted in a main sealed envelope super scribed as "Expression of Interest for empanelment of Public Sector Undertaking/Enterprise to carry-out deposit and infrastructure maintenance works at LNIPE, Gwalior" in the tender box kept in the office of Deputy Registrar (Estate) by 3.00 PM on 03/06/2022.
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, Mela Road, Shaktinagar, Gwalior 474 002 (MP) in such a manner that the same are reached by 3.00 PM on 03/06/2022.

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3. The main tender envelope should contain three sealed envelopes as under:-
- Envelope No. 1** - Containing Bank Draft / Bankers Cheques or bank guarantee from a schedule bank for Rs. 5,00,000/- on account of bid security (Write – “**Bid Security**” on envelope);
- Envelope No. 2** - Containing “**Technical Bid**” as per “**Annexure ‘A’**” along with all required documents (Write – “**Technical Bid**” on envelope);
- Envelope No. 3** - Containing “**Financial Bid**” in format as per “**Annexure ‘B’**” (Write – “**Financial Bid**” on envelope).
4. The outer envelope shall bear the submission address, reference number be clearly marked “**DO NOT OPEN, BEFORE 03/06/2022 (4.00 PM)**” and will also mention the name of the bidder with address and Stamp.
5. LNIPE, Gwalior shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and / or marked as stipulated, which will make it ground for rejection of the bid.
6. If the financial bid is not signed or not submitted in a separate sealed envelope duly marked as indicated above, this will constitute ground for declaring the bid as incomplete, hence will be rejected.
7. All pages of the technical bid should be duly page-numbered & signed by the authorized authority indicating details of the authorized signatory and containing the attested signature of such authorized signatory. The authorization shall be in the form of a written power of attorney or resolution accompanying the bid or in any other form demonstrating that the representative has been dully authorized to sign.
8. The bids should be submitted complete in all respects and containing all requisite information / data. Bids, which are incomplete or lacking in any manner, shall be declared “not responsive” and summarily rejected and no requests for condonation / acceptance of information after the final date for submission of tender documents shall be entertained.
9. 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.
10. The lump sum service charges are required to be offered in percentage, to be written in numeral as well as words in the columns provided in the price bid for the purpose.
11. The bidders must ensure that all entries in the tender form are legible and filled clearly, and all pages of the technical bid and price bid are signed by an authorized representative of the bidder PSU.
12. Any over-writing or correction or cutting in the filled-in tender form, will make it liable to be summarily rejected.
13. The conditional bids will not be accepted.
14. The bidders are required to visit the LNIPE and inspect the campus in question before submission of their bids. This is required to be declared by the bidders in the technical bid format.

15. The bidder PSUs 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.
16. The responsibility of giving correct information and documents without concealing any fact is that of the bidders. In case, at any stage, it is found that any information given by the PSU(s) is false / incorrect / concealed, then LNIPE, Gwalior shall have the absolute right to take any action as deemed fit including but not limited to dropping the bidder from consideration for award of work / blacklisting etc.
17. The EoIs shall remain valid for acceptance for a period of 180 days from the date of opening.

**8. OEPNING OF BIDS:**

1. The inner envelopes containing technical bids and bid security will be opened first on **03/06/2022 at 4.00 PM** in LNIPE, Gwalior in the presence of the bidders or their authorized representative(s), if any.
2. The inner envelope containing price bids of only technically qualified bidders will be opened after examining eligibility of bidder PSUs from technical point of view. The technically qualified bidders will be informed about opening schedule of price bids, which shall be opened in the presence of the bidders or their authorized representative(s), present if any.
3. In case the office is closed on the scheduled date for any reason, then opening will be made on the next working day at the same time and venue.

**9. REJECTION OF BIDS:**

1. The bid of a bidder will be rejected, if not meeting all the requisite criteria stated hereinabove in any respect.
2. Canvassing by a bidder in any form whatsoever, will invoke summary rejection of its bid.
3. The bidders will comply with the conditions mentioned in the EoI 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.

**10. LUMP SUM SERVICE CHARGE PAYABLE TO EMPANELLED BIDDER PSU:**

1. The bidders are required to only offer the lump sump service charges in percentage (%) of the total actual cost incurred, in the Financial Bid. GST payable on such charges shall be extra, as applicable from time to time.



2. If a bidder quotes "Nil" charges as lump sump service charges in the Financial Bid, then the bid shall be treated as un-responsive and accordingly, will not be considered.
3. The selection of bidder shall be made on the basis of the lowest lump sump service charges quoted by them.
4. In case of similar charges by two or more bidders, the selection of bidder will be made on the basis of their relevant experience and financial strength i.e. the bidder having more relevant experience and better financial strength, will be considered for empanelment over other(s).
5. The lump sump service charges will include profit of bidder PSU and all the expenditures to be carried-out for execution of awarded work(s) in all respect including taxes, consultancy etc. as may be considered necessary by the empanelled PSU for particular work(s).

**11. PERIOD OF EMPANELMENT:**

1. The empanelment will be made for a period of five years on the terms and conditions of tender document.
2. The empanelment may be curtailed / terminated before the stipulated contract period at any time on account of deficiency in service by the empanelled bidder.
3. The empanelment shall automatically expire on completion of its period, unless extended further for the reasons to be recorded in writing. However, any work awarded during the period of empanelment, will be required to be completed by the bidder PSU on the terms and conditions of NIT and agreement.
4. Either party may terminate the contract of empanelment after a 2-month notice period. If LNIPE decides to terminate the empanelment, it shall pay to the bidder PSU the actual expenditure on the work till date. If this is terminated by the bidder PSU, no compensation shall be payable to LNIPE but the works, which are in hand, will not be left incomplete by the bidder PSU.

**12. PERFORMANCE SECURITY:**

1. The performance security submitted by the empanelled bidder PSU shall be retained as provided hereinabove.
2. No interest shall be payable on the amount of performance security.
3. In case of breach of any terms and conditions stipulated in the tender, the Performance Security will be liable to be forfeited by the Institute, besides annulment of empanelment.
4. If the empanelled bidder fails to complete the awarded work(s) up to the satisfaction of the Institute, or commits breach of any of the terms and conditions of the present EoI, then the Institute shall have right to forfeit performance security by giving 1 (one) month written notice in this regard. The Institute shall also have the right to blacklist the bidder PSU.

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**13. AWARD OF EMPANELMENT:**

1. After completing the bidding process as laid down hereinabove, the Institute shall issue a Letter of Intent to the selected PSU.
2. The details of empanelled PSU along with lump sum service charges shall also be posted on the departmental website after the award to the successful PSU in writing. All other participating PSUs will also be informed about the outcome.
3. The empanelled PSU through its authorised representative will be required to sign the Memorandum of Understanding (MoU) with the Institute in the format enclosed at **ANNEXURE – D** with this EoI within 15 days of issuance of the letter of intent and it is expected to commence the entrusted works immediately after award of works.

**14. MAINTENANCE OF PROFESSIONAL ETHICS AND SECRECY:** The empanelled PSU and their authorized representatives, employees, personnel shall observe the highest standard of ethics during the period of contract. It is mandatory for the empanelled PSU 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.

**15. ARBITRATION & JURISDICTION:**

1. Any dispute/difference arising out of or relating to this tender, including interpretation of its terms and conditions will be resolved through joint discussions of the concerned parties.
2. However, if disputes are not resolved by joint discussions, then the matter will be referred to Arbitration as per the provisions of the Arbitration Act 1940, 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.
4. In case of Arbitration between empanelled PSU and contractor arising out of the entrusted work(s) of LNIPE, Gwalior, the empanelled PSU shall defend all arbitration proceedings and court case related to execution of work. LNIPE reserves right to intervene into the arbitration proceedings at any point of time and in such a case, the empanelled PSU shall not object to the same. LNIPE shall be kept fully informed of the arbitration cases invariably at every stage of arbitration i.e. appointment of arbitrator, furnishing copies of statement of facts and counter statement of facts, daily hearing sheets, copy of award and finally copy of processing of award for final decision. LNIPE shall be at liberty to provide any additional information available with them, which in their opinion, is helpful in defending the arbitration case. In case of any order against the LNIPE in arbitration proceedings, the empanelled PSU will consult LNIPE to take a decision to accept or challenge the arbitration award or order of the court of tribunal, and it shall give due weightage to the advice of LNIPE, Gwalior. The empanelled PSU shall be fully responsible to defend any suits or arbitration / court cases on behalf of employer arising out of project in connection with the work between the empanelled PSU and its contractor(s) and any award/decreed during the construction stage or post completion of work, shall be payable from the project fund, LNIPE. However, empanelled PSU shall not charge agency charges on such arbitration award(s)/ court decree(s) in the favour of contractor(s).

  
I/c Registrar



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

**PROFORMA OF TECHNICAL BID FOR  
EMPANELMENT OF PUBLIC SECTOR UNDERTAKING /ENTERPRISE TO CARRY-  
OUT DEPOSIT & INFRASTRUCTURE MAINTENANCE WORKS AT L.N.I.P.E.,  
GWALIOR**

Sl. No.	Details of particulars required	Details of particulars furnished by the bidder	Remark / Particulars of enclosures to be submitted
1	Name of the bidder Organization		
2	Complete postal address with website, telephone (landline), mobile, fax, e-mail ID		
3	Status of the bidder i.e. whether i) Central Government Organization; ii) Central Public Sector Enterprise; iii) Central Public Sector Undertaking; iv) State Government Organization; v) State Public Sector Enterprise; vi) State Public Sector Undertaking		Enclose supporting documents including Certificate of Incorporation / Registration and MoA/Articles of Association
4	Name of the Authorized Signatory, designation and mobile number responsible for signing documents such as EoI, correspondence, MoU etc.		Enclose authority letter in the form of a written power of attorney or resolution
5	Address of Branches, if any.		Enclose separately, if any.
6	Year of establishment.		

7	Particulars of EMD payment	<b>Rs. 5,00,000/-</b> Bank Draft No. Date Bank Branch	Furnish in original in a separate sealed envelope
8	Permanent Account Number (PAN) issued under Income Tax Act.		Enclose its copy with ITR Acknowledgements of preceding three years
9	GSTIN Registration Certificate		Enclose its copy with copies of the latest GST Return for preceding three months
10	Relevant experience in completed years in handling deposit works		
11	Particulars of successful completion of deposit works worth Rs. 10 crores in Govt. Organizations during the last five financial years i.e. from 1.4.2016 to 31.3.2021;  OR Particulars of successful completion of constructions of Sports Stadia / Synthetic Athletic Track or Synthetic Hockey Turf / Sports Infrastructure / Prefabricated Infrastructure Projects worth Rs. 5 crores in Govt. Organizations during last five years i.e. from 1.4.2016 to 31.3.2021.		Furnish supporting documents regarding award of deposit works and their respective completion certificates during the last five financial years (1.4.2016 to 31.3.2021) a) Sl. No. b) Name of client/organization c) Nature of work d) Value of work e) Work award date f) Work completion date g) Duration of completion
12	Average annual financial turnover during the last five financial years.	The information for the period from 1.4.2016 to 31.3.2021 is as under:-  <u>FY Turnover Pr/Loss</u> 2016-17 2017-18 2018-19 2019-20 2020-21	Enclose "Certificate of Turnover" issued by a Chartered Accountant in the format prescribed at <b>Annexure - C</b> , along with audited balance sheets and Profit & Loss Accounts of these five years along with Income Tax Returns.
13	Particulars of professionally qualified staff on roll of the bidder:- a) Civil Engineers (minimum qualification – B.E/B. Tech)		Information be furnished in the following format:- a) Sl. No. b) Name of person c) Designation d) Date of appointment

	<p>b) Electrical Engineers (minimum qualification - B.E/B. Tech)</p> <p>c) Architects (minimum qualification - B. Arch)</p> <p>(also enclose documentary evidences in this regard like wages payment by NEFT or EPF/NPS Challans with names of personnel on roll)</p>		<p>e) Qualification</p> <p>f) Total experience</p> <p>g) Experience with bidder</p> <p>SUMMARY:</p> <p>a) Civil Engineers - _____ Nos.</p> <p>b) Elect. Engineers _____ Nos.</p> <p>c) Architects _____ Nos.</p>
14	Bidder's Bank Account details	<p>Account No.</p> <p>Type of Account</p> <p>Bank</p> <p>Branch</p> <p>IFSC</p>	Furnish details of account along with statement/pass book of last one month.
15	Is bidder conversant with the guidelines, directions, observations and regulations of Central Vigilance Commission regarding deposit works?		
16	Is bidder conversant with the CPWD Manual and Scheduled of Rates prescribed for governing deposit works?		
17	Is bidder conversant with the local building bye-laws, rules and regulations?		
18	Is bidder in possession of rating by the Department of Public Enterprise, Govt. of India or any other statutory agency?		Furnish document in support of the same
19	A detailed write-up on bidder's "approach & methodology" to perform the entrusted works on the Terms of Reference.		Enclose sheet separately
20	The bidder PSU is not blacklisted by any Government Organization/ PSU/Autonomous Body/Govt. Educational Institute in the past, and its accept all terms & conditions stipulated in the present EOI document. A declaration to this effect is required to be submitted on non-judicial stamp paper of Rs. 100/-		Enclose in original
21	Any other information		



## DECLARATION

1. We have carefully gone through and fully understood the EoI document.
2. We have had a visit to the Institute campus in Gwalior and understood the scope of work as well as terms of reference laid down in the detailed document and accordingly, submit the present bid.
3. We undertake to abide with the terms and conditions governing the present EoI for the purpose of empanelment of PSU by LNIPE Gwalior for entrusting its deposit works or infrastructure maintenance works at its campus in Gwalior.
4. We hereby confirm that all the information furnished in this bid, is true and correct to the best of my knowledge & belief as per official record of bidding organization and nothing material has been concealed therefrom.
5. We give consent that the decision of the selection committee and/or competent authority of the Institute shall be final and acceptable to us.
6. We are aware that the EMD and/or Performance Security will be forfeited by the Institute if any term or condition of the present EoI document is violated, for which we give irrevocable consent.
7. We submit the EMD and price bid in two separate sealed envelopes in the main sealed envelope.
8. We have gone through the draft MoU and fully understood it and are ready to sign it, if empanelled.

Date:

Place:

Signature of Authority Signatory: \_\_\_\_\_

Name & designation: \_\_\_\_\_

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

**PROFORMA OF FINANCIAL BID**  
**FOR EMPANELMENT OF PUBLIC SECTOR UNDERTAKING /ENTERPRISE TO**  
**CARRY-OUT DEPOSIT & INFRASTRUCTURE MAINTENANCE WORKS AT**  
**L.N.I.P.E., GWALIOR**

<b>Name &amp; full address of the bidder organization</b>	
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We hereby offer the following lump sum charges as our service charges, excluding GST, which is payable extra as applicable from time to time:-

<b>Percentage (%) quoted by the bidder in digit</b>	<b>Percentage (%) quoted by the bidder in words</b>

**DECLARATION**

1. We have carefully gone through and fully understood the EoI document.
2. We have had a visit to the Institute campus in Gwalior and understood the scope of work as well as terms of reference laid down in the detailed document and accordingly, submit the present bid.
3. We undertake to abide with the terms and conditions governing the present EoI for the purpose of empanelment of PSU by LNIPE Gwalior for entrusting its works (civil or electrical) or maintenance/repair works at its campus in Gwalior.
4. We hereby confirm that all the information furnished in this bid, is true and correct to the best of my knowledge & belief as per official record of bidding organization and nothing material has been concealed therefrom.
5. We give consent that the decision of the selection committee and/or competent authority of the Institute shall be final and acceptable to us.
6. We are aware that the EMD and/or Performance Security will be forfeited by the Institute if any term or condition of the present EoI document is violated, for which we give irrevocable consent.
7. We have gone through the draft MoU and fully understood it and are ready to sign it, if empanelled.

Date:

Place:

Signature of Authority Signatory: \_\_\_\_\_

Name & designation: \_\_\_\_\_

**CERTIFICATE OF TURNOVER**  
**(FOR THE PURPOSE OF SUBMISSION WITH BID TO L.N.I.P.E., GWALIOR FOR**  
**EMPANELMENT OF PUBLIC SECTOR UNDERTAKING /ENTERPRISE TO CARRY-**  
**OUT DEPOSIT & INFRASTRUCTURE MAINTENANCE WORKS)**

(To be submitted in original)

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

Financial Year	Annual Turnover (in Rupees)	Net profit/loss

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): \_\_\_\_\_



**MEMORANDUM OF UNDERSTANDING**

Between

**LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR**  
(Govt. of India, Ministry of Youth Affairs & Sports)

And

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**For all deposit and/or infrastructure maintenance works**

This Memorandum of Understanding, hereinafter called MoU, signed on the \_\_\_\_ Day of \_\_\_\_\_ between Lakshmbai National Institute of Physical Education, Mela Road, Shakti Nagar, Gwalior 474 002 (MP) (hereinafter referred to as 'LNIPE'), through its Registrar \_\_\_\_\_, on the one part and \_\_\_\_\_ (hereinafter referred to as 'construction agency'), through its \_\_\_\_\_, on the second part.

WHEREAS LNIPE intends to make empanelment of a PSU/PSE as construction agency for execution of its deposit works (New Civil & Electrical) as well as infrastructure maintenance Works (hereinafter referred to as 'works') of their existing premises at Gwalior and for that purpose, it invited Expression of Interest for competition amongst PSU/PSE on the lump sum service charges to be claimed for execution of its works, in terms of provisions of General Financial Rules 2017.

AND WHEREAS \_\_\_\_\_ a Government of \_\_\_\_\_ Enterprise / Undertaking, under Ministry of \_\_\_\_\_ participated in the said Expression of Interest process and on the basis of open

competition, LNIPE has offered for its empanelment for a period of 5 years to undertake the execution of LNIPE's Works on deposit work basis, as also, infrastructure maintenance works and it has accepted the said offer.

NOW THEREFORE, the parties to this MoU agree for the following:-

**A. RESPONSIBILITIES OF \_\_\_\_\_**

1. \_\_\_\_\_ shall execute the Works from concept to completion as per scope of the work given by LNIPE as per Central Public Works Department Manual and specifications, as Deposit work, including all necessary services and utilities and handover the works to LNIPE in ready to use condition within the period mutually agreed between the parties.
2. \_\_\_\_\_ shall execute the works as per drawings, designs and requirements received from LNIPE.
3. \_\_\_\_\_ shall be responsible for the structural stability, quality and aesthetics of the buildings.
4. Based on the requirements and scope of work given by LNIPE, \_\_\_\_\_ shall, within 15 days from the date of receipt of approval to preliminary concept drawings, prepare the preliminary estimate on the basis of Central Public Works Department norms plinth area rate where ever applicable, updated with current cost indices at location of project and on the basis of market rate analysis, where - Central Public Works Department rates are not applicable. These estimates shall be comprehensive inclusive of applicable taxes and shall include for all items of anticipated expenditure. Necessary circulars/sanctioned rates of Central Public Works Department shall be annexed in the estimate which shall be used in framing the estimate.
5. \_\_\_\_\_ shall, on receipt of go-ahead sanction from LNIPE along with initial deposit amount @10% of estimated value, immediately take up preparation of detailed architectural and working drawing of different proposed work(s) in phases as per the priorities fixed by LNIPE, and simultaneously work to prepare detailed estimate within 2 months of the approval of preliminary estimate/release of initial fund. While planning and preparing the detailed estimate of the work, \_\_\_\_\_ shall endeavor to use the existing infrastructure, materials etc. to the possible extent so as to reduce the cost of construction.
6. \_\_\_\_\_ shall submit detailed structural designs, drawings, specifications, detailed estimates containing the detailed specifications and quantities of various items on the basis of Schedule of

Rates maintained by CPWD or any other Public Works Organizations to LNIPE for release of administrative approval and expenditure sanction.

7. \_\_\_\_\_ shall prepare and submit all architectural and structural drawings, bill of quantities, specifications, tender documents for execution of work and get the drawing approved from the competent authority of LNIPE.
8. \_\_\_\_\_ shall obtain and furnish to LNIPE, all the statutory approvals and clearances, if required, from the local bodies on behalf of LNIPE. The LNIPE shall provide necessary assistance in this regard.
9. \_\_\_\_\_ shall, after tendering process, award the work to its contractor with due intimation to the LNIPE along with a copy of the said work order as well as agreement and simultaneously, it shall demand second deposit @ 15% of approved estimated amount from LNIPE.
10. \_\_\_\_\_ shall demand further deposits from LNIPE as per requirement on the basis of monthly expenditure report and physical progress of the project. The LNIPE shall make deposits within two weeks from receipt of request from \_\_\_\_\_.
11. \_\_\_\_\_ shall submit to LNIPE monthly report indicating physical and financial progress of the project. For submitting such monthly reports, \_\_\_\_\_ shall use prescribed format under CPWD Manual.
12. \_\_\_\_\_ shall complete the work within the period mentioned in the approved preliminary estimates. The completion time shall be reckoned from the date of approval of building plans by local bodies or handing over of clear site by LNIPE, whichever is later. In case, there is any delay in activities to be carried-out by external agencies or due to factors beyond the control of \_\_\_\_\_, the time for completion of the work will be suitably extended.
13. \_\_\_\_\_ shall make all efforts to complete the project within the approved estimated cost. Any likely cost over-run shall be submitted with justification thereof to LNIPE for approval before incurring additional expenditure. The \_\_\_\_\_ shall submit revised preliminary estimates with full justification to LNIPE.
14. Compensation as well as seizure/forfeiture of the EMD and/or Performance Security levied by \_\_\_\_\_ on its contractor for any reason whatsoever, shall be credited to the accounts of LNIPE in respective project.



15. \_\_\_\_\_ shall finalize accounts and intimate the final cost of the work to the LNIPE within 6 months of completion of each work.
16. \_\_\_\_\_ shall return the balance amount to LNIPE within 6 months of completion of the work, if the amount deposited by LNIPE is more than the expenditure on the work.
17. No other payment apart from the amount of sanctioned estimate(s) will be payable by LNIPE to \_\_\_\_\_. Hence, \_\_\_\_\_ shall be responsible to ensure that the entrusted work is completed within the sanctioned estimates.
18. \_\_\_\_\_ shall also be responsible to maintain separate financial accounts for each of the works entrusted to it and utilization or appropriation of amounts amongst the works will not be made.
19. \_\_\_\_\_ shall hand over the completed buildings to LNIPE along with a set of completion drawings, service plans, and completion certificate.
20. \_\_\_\_\_ shall appoint other required staff for regular supervision of the work at site.
21. After completion of a work, \_\_\_\_\_ shall prepare a list of inventory and give it to LNIPE for taking over the buildings and the inventory. After joint inspection, the inventory shall be duly signed by LNIPE through its Authorized Representative within 15 days of joint inspection along with a list of defects, if any. If the same is not received back or a communication confirming to the short comings regarding the buildings, so completed, is not communicated to \_\_\_\_\_ within the stipulated period, the building/jobs shall be deemed to have been handed over and defect liability period starts from this date.
22. The work shall be considered as virtually completed when the building/job is found fit for use by LNIPE in evidence of which, it shall sign the inventory submitted by \_\_\_\_\_. However, defects if any as pointed out by LNIPE shall be removed by \_\_\_\_\_ as expeditiously as possible.
23. The defect liability period shall be 12 months from the date of completion for works as per CPWD General Conditions of Contract for CPWD works.
24. \_\_\_\_\_ shall reply to, and comply with the observations pertaining to work by the Chief Technical Examiner, Auditor General, Internal Audit and other statutory authorities.
25. \_\_\_\_\_ shall get the works executed either by engaging Agencies/ Contractors by following its approved norms and documents and shall award the works to agencies / contractors on behalf of LNIPE with the approval of its competent authority or by adopting a Departmental Construction i.e.

- purchase of all necessary materials to be arranged by \_\_\_\_\_ within the sanctioned cost on competitive rates and deploying labour contractor for construction work.
26. \_\_\_\_\_ shall be directly responsible for supervision, execution and management of construction work and shall also be responsible for furnishing Chief Technical Examiner/ Central Vigilance Commission replies pertaining to its scope of services.
  27. Notwithstanding anything contained in Central Public Works Department Manual, the \_\_\_\_\_ shall be liable to pay damages to LNIPE in case of delay in completion of project beyond the time limit stipulated due to reasons solely attributable to \_\_\_\_\_. The damages shall be calculated as per provisions contained in CPWD Manual from time to time, subject to a maximum 25% of lump sum service charge of the balance value of the work stated in this MoU elsewhere.
  28. Any penalty/ liquidated damages imposed by \_\_\_\_\_ upon its contractor engaged for execution of the work shall be credited to the respective work account of LNIPE.
  29. \_\_\_\_\_ shall comply with provisions of all the statutes applicable to construction activities including CVC directions and guidelines issued from time to time and LNIPE shall have no liability in this regard.
  30. \_\_\_\_\_ shall remove all the temporary site office, store yard, labour huts erected at construction site in LNIPE campus from time to time.
  31. \_\_\_\_\_ undertakes not to create any hurdle in normal activities of LNIPE because of construction activities by it or its contractor through its labourers and it also undertakes sole responsibility of all acts of contractors or its labourers during their presence in the LNIPE Campus.
  32. \_\_\_\_\_ shall, on completion of the work, submit final expenditure statement along with utilization certificate as per Performa of CPWD.
  33. LNIPE through its authorized person/ firm/ Organization, shall have right to inspect the construction work at any time and from time-to-time to satisfy that the works are being carried out by \_\_\_\_\_ is as per drawings and specifications as provided in the preliminary estimate / detailed estimate. If any defect or variations, deviation made without the written approval of LNIPE are found during the inspection, they will have to be rectified by \_\_\_\_\_ at its deployed contractor on written notice by LNIPE or his authorized representative within 30 days from its receipt.

**B. RESPONSIBILITIES OF L.N.I.P.E.:**

1. LNIPE shall communicate its intention in writing to \_\_\_\_\_ for particular deposit work or infrastructure maintenance and provide scope of work as well as requirements, for preparation of preliminary drawings of the work and accord approval to the preliminary drawings.
2. LNIPE shall, on receipt of preliminary estimate from \_\_\_\_\_ convey go ahead sanction and also release initial deposit @ 10% of the estimated amount as initial deposit, which shall be interest free and shall be retained for adjustment against last portion of the expenditure.
3. LNIPE shall, on receipt of detailed structural designs, drawings, specifications and detailed specifications, accord administrative approval and expenditure sanction to the detailed estimate and other requisite details, and also release second deposit @ 15% of the approved estimated amount.
4. LNIPE shall hand over vacant possession of land to \_\_\_ to enable it to carry-out the entrusted work. If so required, \_\_\_ will take responsibility for demolition or disposal of existing buildings and structures.
5. LNIPE shall release further deposits to \_\_\_\_\_ on the basis of monthly expenditure report and physical progress of work, within two weeks of request from \_\_\_\_\_.
6. LNIPE shall ensure that adequate funds are available with \_\_\_\_\_ for execution of the entrusted work(s). If it becomes necessary for \_\_\_\_\_ to suspend or abandon the work due to non-availability of funds, then \_\_\_\_\_ shall not be held responsible for that particular period, for the purposes of claims of contractors for compensation or damages.
7. LNIPE shall accord administrative approval and expenditure sanction to the revised preliminary estimate, if the actual expenditure on the work exceeds by more than 10% of the sanctioned estimate, provided it is because of increase in the scope of work or modification(s) in the work on the written directions of LNIPE during the on-going work, for the reasons to be recorded in writing
8. LNIPE shall enhance the time and/or cost originally stipulated, if it becomes necessary to make changes in the approved drawings.
9. LNIPE shall provide additional funds to \_\_\_\_\_ for making payment of all amounts which may be decreed by a court of law, tribunal or by award of an arbitrator in relation to entrusted work, provided LNIPE is satisfied that the reason for such additional amounts is attributable to LNIPE.

10. LNIPE shall allow \_\_\_\_\_ or its contractors engaged for execution of work to erect a site office, store yard, labour huts and ground water extraction facility temporarily near the place of construction, free of cost.
11. LNIPE shall provide security clearance and access to contractors' materials and labour to the site of work and electricity connection on payment of usual charges. Also proper gate entry/ checking of items shall be carried out by LNIPE or its authorized representative, for which full co-operation shall be provided by \_\_\_\_\_ or any other person as deputed by \_\_\_\_\_ at work site.
12. LNIPE shall designate one of its officers as the Nodal Officer for coordinating and communicating with \_\_\_\_\_. He will be authorized to take decisions and assist \_\_\_\_\_ in completion of the work.

**C. LUMP SUMP SERVICE CHARGE:** The parties have agreed on the basis of open competition through EoI process, that the \_\_\_\_\_ shall execute the deposit work and maintenance/repair works, following the provisions of Central Public Works Department Manuals and LNIPE agrees to pay them, lump sum service charge @ \_\_\_\_\_% ( \_\_\_\_\_ percent) of the actual project cost. In other words, the project cost means total cost incurred on construction, services, furniture equipment etc. including the cost of existing materials, if any, incorporated in the construction of the work or infrastructure maintenance.

**D. ACCOUNTING OF DEPOSITED AMOUNT:** The amounts released by LNIPE as deposit shall be maintained by the \_\_\_\_\_ in a scheduled bank with a balance of Rs. 10.00 lakh in current account to meet regular expenditure requirements for on-going works. All moneys from LNIPE in excess of the said amount, shall be kept in fixed deposit(s), which shall be encased by \_\_\_\_\_ as per need of the works. \_\_\_\_\_ shall credit all interest received quarterly on these deposits to the LNIPE account through issue of cheque / demand draft in favour of Registrar, LNIPE, payable at Gwalior or transferred to LNIPE account through NEFT/RTGS facility with due intimation in writing. The LNIPE can choose the bank out of panel of bankers of \_\_\_\_\_.

**E. ARBITRATION & JURISDICTION:**

1. Any dispute/difference arising out of the present MoU or on process of EoI, including interpretation of terms and conditions, will be resolved through joint discussions between the concerned parties.
2. However, if disputes are not resolved by joint discussions, then the matter will be referred to Arbitration as per the provisions of the Arbitration Act 1940 / Arbitration & Contract Act 1996 (rules and guidelines of Government of India), who shall be appointed by the Vice Chancellor, LNIPE, Gwalior and its decision shall be final and binding on the parties to this MOU.



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.

4. In case of Arbitration between \_\_\_\_\_ and contractor arising out of the entrusted work(s) of LNIPE, Gwalior, the \_\_\_\_\_ shall defend all arbitration proceedings and court case related to execution of work. LNIPE reserves right to intervene into the arbitration proceedings at any point of time and in such a case, the \_\_\_\_\_ shall not object to the same. LNIPE shall be kept fully informed of the arbitration cases invariably at every stage of arbitration i.e. appointment of arbitrator, furnishing copies of statement of facts and counter statement of facts, daily hearing sheets, copy of award and finally copy of processing of award for final decision. LNIPE shall be at liberty to provide any additional information available with them, which in their opinion, is helpful in defending the arbitration case. In case of any order against the LNIPE in arbitration proceedings, the \_\_\_\_\_ will consult LNIPE to take a decision to accept or challenge the arbitration award or order of the court of tribunal, and it shall give due weightage to the advice of LNIPE, Gwalior.

**F. AMENDMENTS:** The terms & conditions of this MoU may be amended or modified by mutual consent of both the parties, if circumstances so warrant.

**G. MISCELLANEOUS:** Inasmuch as this Memorandum of Understanding is signed in pursuance to the Expression of Interest invited by LNIPE, Gwalior on all India level for competition amongst PSU/PSE to award its deposit and infrastructure maintenance works, hence the EoI document dated \_\_\_\_\_ will be treated as integral part and parcel of this MoU and binding upon both the parties in-toto.

Signed at Gwalior on this day the ..... Day of \_\_\_\_\_ 2022.

For and on behalf of

\_\_\_\_\_

For and on behalf of

Lakshmbai National Institute

of Physical Education, Gwalior

WITNESSES

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2).....

2).....