NATIONAL LAW SCHOOL OF INDIA UNIVERSITY

<u>Nagarbhavi, Bangalore – 560242 (Old Pin – 560072), Karnataka.</u>
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TENDER DOCUMENT

NAME OF THE WORK
CLASSROOM INTERIOR WORKS OF NEW ACADEMIC BLOCK, NLSIU CAMPUS,
NAGARBHAVI, BANGALORE

NATIONAL LAW SCHOOL OF INDIA UNIVERSITY

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TENDER DOCUMENT FOR

CLASSROOM INTERIOR WORKS OF NEW ACADEMIC BLOCK, NLSIU CAMPUS, NAGARBHAVI, BANGALORE

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SECTION 1: INVITATION FOR TENDERS (IFT)

- 1. The National Law School of India University (NLSIU) invites tenders from eligible tenderers, for the construction of works detailed in the Table below. The tenderers may submit tenders for all of the works given in the Table.
- 2. A TWO cover tender process shall be followed. The Tenderers are required to submit two separate sealed covers (1) TECHNICAL BID: Including pre-qualification information and duly completed and signed forms (as detailed in ITT) and (2) FINANCIAL BID: including the Price Tender (as per the format indicated in Annexure 1 of Part B). The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.
- 3. Tender documents may be downloaded from our website www.nls.ac.in under the head News & Events. For any general information, the tenderers can send an email to procurement@nls.ac.in.
- 4. Sealed tender duly filled and signed is to be submitted to **The Finance Officer**, **NLSIU**, Bangalore, on or before 27.12.2021 **up to 16.00 hrs** and the Bids will be opened on the next working day at the office of **Finance Officer**, **NLSIU**, **Nagarabhavi**, **Bangalore 560 072**.
- 5. Other details can be obtained from the Tender Documents.

TABLE

Name of work	Period of completion		
1	2		
Classroom Interior Works of New Academic Block, NLSIU Campus, Bangalore.	2.5 Months		

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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Part A - General

1. Scope of Tender

The National Law School of India University, Bangalore ("NLSIU" or the "University") invites tenders following Two Cover tender procedure from eligible tenderers, for Interior Works of Classrooms of New Academic Block, at NLSIU Campus, Nagarabhavi, Bangalore (as defined in these documents and referred to as "the Works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers should submit the tender for all the works detailed in the table given in IFT.

2. Eligible Tenderers

- 2.1. Tenders from Joint ventures are not acceptable.
- 2.2. Tenders shall not be blacklisted by any firms/Organization or Government and Tenders should provide a declaration in this regard to The Registrar, NLSIU.
- 2.3. Tenders shall also meet the minimum qualification prescribed para 3 given below.
- 2.4. Conditional Tenders will be rejected.

3. Qualifications of the Tenderer

All Tenderers shall provide the following information accurately and in sufficient detail in the format prescribed in <u>SECTION 3: Pre-qualification Information</u>.

- 3.1. To qualify for award of this contract, each Tenderer in its name should have:
- 3.1.1. In the last three years ending on 31.03.2021, achieved a minimum financial turnover (for interior fit out works only) of Rs. 3.50 Crores (Rupees Three crores and fifty lakhs only) in at least one of the financial years. Audited financial statements for past three years shall be enclosed.

3.1.2. In the last **five years** ending on 31.03.2021:

- (a) Satisfactorily completed as prime contractor,
 - i. at least one similar work of value of not less than Rs.2 crores
 - ii. or two similar works of value not less than Rs.1 crore each
 - iii. or three similar works of value not less than than Rs.50 lakhs each

[Similar work, in this case shall mean interior fit out of seminar halls /auditoriums/ Classrooms/conference rooms with state-of-the-art finishes and technology (especially audio video systems) integration.]

- (b) Executed in any one year, the following minimum quantities of work:
 - I. Vitrified tile flooring 750 Sqm
 - ii. Civil works (construction of Masonry walls & Plastering) 100 Sqm
 - iii. One complete interior fit-out work for carpet area not less than 500 Sqm, inclusive of False Ceiling, Plywood wall Paneling, Fabrication of Storage Cabinets & Furniture and Ceiling/Wall Finishes.
 - iv. Installation & Commissioning of Air Conditioning equipment 40 TR
 - v. Installation & Commissioning of Audio Video Equipment (for corporate/ educational purpose one complete Classroom/ Training Room/ Seminar Hall)
- (c) The Tenderer or his identified sub-contractor should possess required valid Electrical license for executing building electrification works and should have executed similar electrical works.

3.2. Each Tenderer should further demonstrate:

- 3.2.1. The tenderer must provide the past performance certificate/purchase order/work order from two (2) customers from the last three (3) years. The past performance certificate/purchase order/work order must provide the following information:
 - i. Name of the work
 - ii. Name of the Client & address
 - iii. Value of the Contract, Contract period, customer feedback (optional).
- 3.2.2. A declaration and undertaking of the tenderer that no related party (as defined under the Companies Act 2013) has participated in the tender and if any allegation of the same is proved shall lead to disqualification of both the tenderers.
- 3.3. Sub-contractor's experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.1.2(c) above.
- 3.4. Only those tenders who meet all the above qualifications and submitted all the requisite documents will be considered. Incomplete tenders that do not meet the Pre-qualifications will be rejected.
- 3.5. Even though the tenderers meet the above criteria, they are subject to be disqualified if:
 - The tenderer has made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - The tenderer has a Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc,; and/or participated in the previous Tender for the same work and had quoted unreasonably high/low tender prices and could not furnish rational justification.
 - A Related party (criteria as provided under the (Companies Act 2013) has participated in the tender.

4. One Tender per Tenderer:

Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

The tenderer shall bear all costs associated with the preparation and submission of his tender, and the University will under no case be responsible and liable for those costs.

6. Site visit:

The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

Part B Tender Documents

7. Content of Tender documents

The Tender documents should be duly complete in all respects and submitted to the University.

8. Clarification of Tender Documents

A prospective tenderer requiring any clarification of the tender documents may notify the University in writing at the University's address indicated in the invitation to tender or by email to procurement@nls.ac.in.

9. Amendment of Tender documents

- 9.1. Before the deadline for submission of tenders, the University may modify the tender documents by issuing addenda.
- 9.2. Any addendum thus issued shall be part of the tender documents and shall be uploaded on website.
- 9.3. To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the University shall extend as necessary, the deadline for submission of tenders.

Part C. Preparation of Tenders

10. Documents comprising the Tender

10.1. The tender submitted by the Tenderer shall be in two covers and comprise the following:

10.1.1. First Cover - Shall be superscribed as 'TECHNICAL BID'

- i. Pre-qualification Information specified in Section 3, with supporting documents, Certificates, Work Orders, Purchase Orders etc.
- ii. Company Registration Document, GST & PAN Registration, Audited Financials, Related Party certificate, etc.
- iii. Sub-Contractor Details with valid license where applicable.
- iv. Part A of Tender Document All Sections duly filled, with seal & signature on all pages.

10.1.2. Second Cover - Shall be superscribed as 'FINANCIAL BID' and shall comprise of:

- i. Priced Bill of Quantities (Annexure-1)
- Accepted Make of Materials (Civil & carpentry, Electrical and Air Conditioning) (as per format enclosed in Annexure)
- iii. Any other materials required to be submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3 shall be filled in without exception.
- iv. Tender Drawings (as per format enclosed in Annexure)
- 10.2. The tender documents shall be with signature & seal of the bidder on all pages including any notifications/corrigendum issued by the University.

11. Tender prices

- 11.1. The contract shall be for the whole works as described in Annexure-1, based on the priced Bill of Quantities submitted by the Tenderer.
- 11.2. The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the works described in the Bill of Quantities along with total tender price (both in figures and words). Items for which no rate or price is entered by the Tenderer will not be paid for by the

University when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.

- 11.3. All duties, taxes, GST and other levies payable by the contractor under the contract, for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.
- 11.4. The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the contract.

12. Tender validity

- 12.1. Tenders shall remain valid for a period **90** (**ninety**) days after the deadline date for tender submission specified in Clause 15. A tender valid for a shorter period shall be rejected by the University as non-responsive.
- 12.2. In exceptional circumstances, prior to expiry of the original time limit, the University may request that the tenderers may extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing or by email.

13. Format and signing of Tender

- 13.1. The Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialled by the person signing the tender.
- 13.2. The Tender shall contain no alterations or additions, except those to comply with instructions issued by the University, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person signing the Tender.

Part D - Submission of Tenders

14. Sealing and marking of Tenders

14.1. The Tenderer shall seal the Tender in separate envelopes, clearly labelled as "TECHNICAL BID" - including pre-qualification information and duly completed and signed forms (as detailed in ITT) and "FINANCIAL BID" - including the Price Tender (as per the format indicated in Annexure 1 of Part B). These envelopes shall then be put inside one outer envelope.

14.2. The inner and outer envelopes shall;

- (a) be addressed to the University at the following address: THE VICE CHANCELLOR, NATIONAL LAW SCHOOL INDIA UNIVERSITY, NAGARABHAVI, BANGALORE-560242 (OLD NO. 560072)
- (b) bear the following identification:
 Tender for THE PROPOSED CLASSROOM INTERIOR WORKS, NEW ACADEMIC BLOCK,
 NLSIU, BANGALORE.
 TENDER NUMBER:
 DATE OF OPENING:
- 14.3. In addition to the identification required in Sub-Clause 14.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 16.

14.4. If the outer envelope is not sealed and marked as above, the University will assume no responsibility for the misplacement or premature opening of the Tender.

15. Deadline for submission of the Tenders

- 15.1. Tenders must be received by the University at the address specified above no later than 27.12.2021 16.00Hrs. In the event of the specified date for the submission of tenders being declared a holiday for the University, the tenders will be received up to the appointed time on the next working day.
- 15.2. The University may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the University and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

16. Late Tenders

Any Tender received by the University after the deadline prescribed in Clause 15 will be rejected by the University.

17. Modification and Withdrawal of Tenders

- 17.1. Tenderers may modify or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 15.
- 17.2. Each Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 13 & 14, with the outer and inner envelopes additionally marked "MODIFICATION FOR FIRST/ SECOND COVER" or "WITHDRAWAL", as appropriate.
- 17.3. No Tender may be modified after the deadline for submission of Tenders.
- 17.4. Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this Clause or included in the original Tender submission.

Part E. Tender opening and evaluation

18. Opening of all Tenders:

- 18.1. The University will open the covers of all the Tenders received (except those received late or withdrawn) on the next working day after tender submission date and the place specified in Clause 15. In the event of the specified date of Tender opening being a holiday for the University, the Tenders will be opened at the appointed time and location on the next working day.
- 18.2. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 17 shall not be opened.
- 18.3. The University will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; and (b) meets the minimum qualification criteria stipulated in ITT Clause 3.

19. Process to be confidential

19.1. Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the University's processing of Tenders or award decisions may result in the rejection of his Tender.

20. Clarification of Tenders

- 20.1. To assist in the examination, evaluation, and comparison of Tenders, the University may, at its discretion, ask any Tenderer for clarification of their Tender, including breakdown of unit rates.
- 20.2. Subject to sub-clause 20.1, no Tenderer shall contact the University on any matter relating to its tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the University, it should do so in writing.
- 20.3. Any effort by the Tenderer to influence the University in the University's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

21. Examination of Tenders and determination of responsiveness

- 21.1. Prior to the detailed evaluation of Tenders, the University will determine whether each Tender; (a) has been properly signed; (b) is substantially responsive to the requirements of the Tender documents.
- 21.2. A substantially responsive Tender is one which conforms to all the terms, conditions and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the Tender documents, the University's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- 21.3. If a Tender is not substantially responsive, it will be rejected by the University, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

22. Correction of errors

- 22.1. Tenders determined to be substantially responsive will be checked by the University for any arithmetic errors. Errors will be corrected by the University as follows:
 - (a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 22.2. The amount stated in the Tender will be adjusted by the University in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected.

23. Evaluation and comparison of Tenders

- 23.1. The University will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 21.
- 23.2. In evaluating the Tenders, the University will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
 - a) making any correction for errors pursuant to Clause 22; and
 - b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 17.4.
- 23.3. The University reserves the right to accept or reject any variations, deviation, or alternative offer.

Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the University shall not be taken into account in Tender evaluation.

23.4. If the tender of the successful Tenderer is seriously unbalanced in relation to the University's estimate of the cost of the work to be performed under the contract, the University may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with construction methods and schedule proposed. After evaluation of the price analyzed, the University may require that the amount of the performance security set forth in Clause 28 be increased at the expense of the successful Tenderer to a level sufficient to protect the University against financial loss in the event of default of the successful Tenderer under the contract.

Part F. Award of Contract

24. Award criteria

Subject to Clause 25, the University will award the Contract to the Tenderer whose Tender has been determined to the substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

25. University's right to accept any Tender and to reject any or all Tenders.

- 25.1. Notwithstanding Clause 24, the University reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligations to inform the affected Tenderer or Tenderers of the ground for the University's action.
- 25.2. Incomplete tenders with insufficient pre-qualifications will be rejected.
- 25.3. University reserves the right to accept or reject any or all tenders without assigning any reasons.

26. Notification of award and signing of Agreement

- 26.1. The Tenderer whose Tender has been accepted will be notified of the award by the University prior to expiration of the Tender validity period by email or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the University will pay the contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the contract called the "Contract Price").
- 26.2. The notifications of award will constitute the formation of the Contract, subject only to the furnishings of a performance security in accordance with the provisions of Clause 27.
- 26.3. The Agreement will incorporate all agreements between the University and the successful Tenderer.

27. Performance Guarantee

- 27.1. The person/persons whose tender may be accepted (hereinafter called the Contractor which expression shall unless the context otherwise requires, include his heirs, executors, administrators and assigns) shall have to submit a Performance Guarantee (PG) n DD payable at Bangalore or a Bank Guarantee for Rs.13,50,000/- (Rupees Thirteen Lakhs Fifteen Thousand Only) within Thirty (30) days of the date of issue of the Letter of Acceptance.
- 27.2. The Performance Guarantee shall be submitted after the Letter of Acceptance but prior to

signing of the Contract. The PG shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of PG extended to cover such extended time for completion of work plus 60 days.

27.3. The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily.

28. Retention Amount

- 28.1. University will deduct an amount equivalent to **3.5%** (Three point Five percent) of all money payable to Contractor for work done under the contract, at the time of making such payments to him/them and to hold such deductions as "Retention Amount".
- 28.2. The Retention Amount will also be deducted for Additional works or Non tender items.
- 28.3. The Retention Amount paid by a Contractor shall be refunded to him 30 days after 365 days, from the date of completion of the work and issue of virtual completion certificate, during which period the work should be maintained by the Contractor in good order and all reported defects should have been rectified/repaired whichever is later.

29. Payment schedule

- 29.1. The University shall issue the consideration for the execution and completion of works by the Contractor under the Contract in the following manner:
 - a.30% of the total payable sum along with the Work Order and strictly subject to the submission of the Performance Guarantee by the Contractor.
 - b. The balance amount will be paid against running bills of not less then 75 lakhs submitted by the contractor.

30. Corrupt or Fraudulent practices

NLSIU requires that the Tenderers observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, NLSIU:

- a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a NLSIU contract if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a NLSIU contract.

SECTION 3: PRE-QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract. (Information requested in this section may be submitted in below mentioned format printed separately on company letterhead with sign & seal of competent authority, along with supporting documents, PO's, Engineers Certificates, Completion Certificated and any other document required to establish correctness of information provided)

1.1 Organizational Details:

	FORM	A
1	Name & Address with telephone no./ fax no./ email ID	
2	a. Year of Establishment b. Principal place of business	
3	Legal status of the applicant (attach copies of the original document defining legal status)	
	a) Proprietary firm	
	b) Partnership firm	
	c) A limited company or corporation	
4	Names of Directors/ Principals with designation	
5	Designation of individuals authorised to act for the organisation	
6	Total No. of professional staff (in-house) Site Engineers: Admin Staff/Purchase: Others:	
7	Was the tenderer ever required to suspend any project for a period of more than three months continuously after commencement? If so, give the name of the project and the reason for suspension of project.	
8	Has the tenderer or any partner in case of partnership firm, ever abandoned the awarded project before its completion? If so, give the name of the project and reasons for abandonment.	
9	Has the tenderer, or any partner in case of partnership firm, ever been debarred/ black listed form competing in any organisation at any time? If so, give details.	
10	Any other Information considered necessary but not included above	

1.2 Total Value of Interior Fit-Out Works executed in the last three years ending

31.03.2021 (In Lacs):

	FOR	M B	
Particulars		Financial Year	
	2018-19	2019-20	2020-21
Gross Annual turnover for Interior Fit Out Works only (Rs. In Lacs)			
Certified by			

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the last **five** years ending 31.03.2021. (PO's, Work Completion certificates to be enclosed). Similar work, in this case shall mean interior fit —out of seminar halls /auditoriums/ Classrooms with state of the art finishes and technology (especially audio video systems) integration:

			FC	DRM C			
Project Name	Name of Universit y/Instituti on	Description of Work	Value of Contract Rs.Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay ir completion of work
1	2	3	4	5	6	7	8

1.4 Quantities of work executed as prime contractor (in the same name) during the last **five** years ending 31.03.2021 (Relevant PO's indicating the said works to be enclosed):

			FORM D			
Year	Name of Work	Name of Universit y/Instituti on		+ Works E	xecuted	
			Vitrified Tile Flooring in SQM	Complete Fit- Out - Carpet Area in SQM	AV System Installation (Location & Details)	AC Equipment Installed (Tonnage)

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and ongoing works:

escription Of	Place	Contract	Name &	Value of	Stipulate	Value of	Anticipated
Work	& State	No. & Order Date	Address of University	Contract (Rs.Lakhs)	Period of completion	works remaining to be completed	date of Completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

			FORM F			
Description Of Work	Place & State	Name & Address of University	Estimated Value of works (Rs.Lakhs)	Stipulate Period of Completion	Date when Decision is Expected	Remarks If any.
1	2	3	4	5	6	7
1						

- 1.6 Reports on the financial standing of the tenderer, such as audited financial statements for the last three years;
- 1.7 Qualification and experience of the key technical and management personnel that are proposed to be deployed on this contract, if awarded.
- 1.8 Proposals for the subcontracting components of works amounting to more than 20% of the contract price. Details of Sub-contractors for **Electrical & Air Conditioning Works** shall be mandatory irrespective of value/percentage of work.

	FOI	RM G	
Item of work	Value of Sub-Contract (Percentage Only)	Identified Sub-Contractor (Name & address)	Experience of similar wor
1	2	3	4

1.9 Information on litigation/ arbitration in which the Tenderer is involved:

		FORM H		
Other Party (ies)	Name & Address of University/	Details of dispute	Amount involved	Remarks showing present status
1	2	3	4	5
	No.			

1.10 The tenderer must provide past performance certificates/work orders/purchase orders from 2 customers.

FORM I

RELATED PARTY CERTIFICATE

This is to state that I/we are participating in the tender namely "CLASS ROOM INTERIOR WORKS OF NEW ACADEMIC BLOCK, NLSIU". I/We further state that as per the criteria laid down under the Companies Act 2013 the following are related party/ parties.

- 1. Name..... relation under the criteria... of the Companies Act 2013.
- 2. Name...... relation under the criteria ... of the Companies Act 2013
- 3. Name...... relation under the criteria ... of the Companies Act 2013

Sd/- CEO/MD/Authorised

Signatory Name of the Company Address

SECTION 4: FORM OF TENDER, APPENDIX TO TENDER

FORM OF TENDER

Το,
The Registrar
NLSIU,
Bangalore.

Name of the Work: Proposed Classroom Interior Works, New Academic Block, NLSIU, Bangalore.

- Having visited the site and examined the terms and conditions for the abovenamed works, we offer to execute the work and maintain the whole of the said works in conformity with the Conditions of Contract, Specifications, for the sum stated in price bid of this Tender Document or such other sum as may be ascertained in accordance with the said Conditions of Contract.
- 1.2 We undertake to complete and deliver the whole of the works comprised in the contract within the time stated in the Appendix hereto.
- 1.3 We agree to abide by this Tender for the period of 90 days from opening of Tender or extension thereof as required by the University from the date fixed for receiving the same and it shall remain binding uponus and may be accepted at any time before the expiry of that period.
- 1.4 We confirm that the period and rates as referred in the agreement or general conditions of contract are given or summarized in the appendix hereto, to which we give our consent and agree to abide by the same.
- 1.5 If this tender is accepted, we undertake to enter into and execute at our cost, when called upon by the University to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement isprepared and executed this tender together with your written acceptance thereof, shall constitute a binding contract between us.
- 1.6 We understand that if our Tender is accepted, we are to be jointly and severely responsible for the due performance of the contract.
- 1.7 We understand that you are not bound to accept the lowest or any Tender you may receive and may reject all or any tender, accept or entrust the entire work to one Contractor or divide the work to more than one contractor without assigning any reason or giving any explanation whatsoever.

Dated thisdate of	2021.
Signature In the	capacity of
duly authorised to sign tenders for and	on behalf of
(IN BLOCK/CAPITALS) (WITH COMPANY/FIRM'S SEAL)	
Witness:	8
Signature	Address of tenderer
Name	
Occupation	

APPENDIX TO FORM OF TENDER

1. 2.	NAME OF THE UNIVERSITY OFFERING CONTRACT	National Law School of India University, Bangalore
3.	SITE ADDRESS	Gnana Bharathi Main Rd, Opposite NAAC, Teachers Colony, Nagarbhavi, Bengaluru, Karnataka – 560072.
4.	SCOPE OF WORK	Civil, Flooring, Carpentry, Fabrication, Electrical, Air Conditioning, Audio Video, Painting & Allied Works,
4.	NAME OF CONTRACTOR	200000000000000000000000000000000000000
5.	ADDRESS OF THE CONTRACTOR	

6.	PERIOD OF COMPLETION	60 DAYS FOR VIRTUAL COMPLETION AND 75 DAYS FOR HANDING OVER FROM THE DATE OF WRITTEN ORDER
7.	EARNEST MONEY DEPOSIT	NOT APPLICABLE
8.	DEFECT LIABILITY PERIOD	365 DAYS FROM DATE OF VIRTUAL COMPLETION
9.	INSURANCE TO BE UNDERTAKEN	125% OF CONTRACT VALUE BY THE CONTRACTOR (CONTRACTORS ALL RISK POLICY) AT HIS COST AND SHOULD BE IN THE JOINT NAME OF NLSIU & CONTRACTOR. FIRE INSURANCE UP TO 30 DAYS AFTER DATE OF VIRTUAL COMPLETION AND SHOULD BE IN THE JOINT NAME OF NLSIU & CONTRACTOR.
10.	PERFORMANCE GUARANTEE	Rs.13.50 lakhs
11.	RETENTION AMOUNT ON RUNNING BILLS	3.5%
12.	DATE OF COMMENCEMENT	THE DATE WHEN NOTICE TO PROCEED IS ISSUED TO THE CONTRACTOR/OR THE DAY ON WHICH THE CONTRACTOR IS INSTRUCTED TO COMMENCE WHICH EVER
	a a	IS LATER.

