

**NATIONAL LAW SCHOOL OF INDIA UNIVERSITY**

Nagarbhavi, Bangalore – 560242 (Old Pin – 560072), Karnataka.

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**TENDER DOCUMENT**

**NAME OF THE WORK:**

**Extension of the Learning Centre (Second, Third, Fourth, Fifth & Terrace floor) NLSIU Campus, Nagarbhavi, Bangalore**

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**TENDER DOCUMENT FOR**

**Extension of the Learning Centre (Second, Third, Fourth, Fifth & Terrace floor) 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 Contractors, 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 also containing the Earnest Money Deposit 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](http://www.nls.ac.in) under the head **News & Events**. For any general information, the tenderers can send an email to [procurement@nls.ac.in](mailto:procurement@nls.ac.in).
4. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender documents and shall have to be valid for 45 days beyond the validity of the tender.
5. Sealed tender duly filled and signed is to be submitted to **The Finance Officer, NLSIU, Bangalore**, on or before **24.09.2022 up to 17.00 hrs** and the Bids will be opened on the next working day at the office of **Finance Officer, NLSIU, Nagarabhavi, Bangalore – 560 072**.
6. Other details can be obtained from the Tender Documents.

TABLE

Name of work	Earnest Money Deposit in Lacs	Period of completion
1	2	3
Extension of the LEARNING CENTRE (Second, Third, Fourth, Fifth & Terrace Floor) NLSIU CAMPUS, NAGARBHAVI, BANGALORE	<i>Rs.5.00 Lacs</i>	<i>8 months including monsoon period</i>

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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 **Extension of the LEARNING CENTRE (Second, Third, Fourth, Fifth & Terrace floor) NLSIU CAMPUS, NAGARBHAVI, 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

#### SECTION 3: Pre-qualification Information.

- 3.1. To qualify for award of this contract, each Tenderer in its name should have:
  - 3.1.1. In the last **five** years ending on 31.03.2022 achieved in at least two financial years a minimum financial turnover for similar work of Rs. 7.50 Crores (Rupees Seven crores fifty lakhs only) . Audited financial statements for past five years shall be enclosed.
  - 3.1.2. In the last **five years** ending on 31.03.2022:
    - (a) Satisfactorily completed as prime contractor,
      - i. at least one similar work of value of not less than Rs. 10 crores
      - ii. or two similar works of value not less than Rs. 7.5 crore each
      - iii. or three similar works of value not less than Rs. 5 crores each

Similar work, in this case shall mean construction of multi-storeyed buildings RCC structure for B+ 5 floors for institutions, private, government or autonomous bodies.

(b) Executed in any one year, the following minimum quantities of work:

- i. Column, Beam, Slab Concrete – 800 Cum
- ii. Masonry Walls – 4,500 Sqm
- iii. Vitrified and Prepolished Granite flooring – 2,000 Sqm
- iv. UPVC Windows & Ventilators – 350 Sqm
- v. Structural Glazing – Semi unitized with three barrier System – 100Sqm
- vi. Internal & External Plastering – 15,000Sqm
- vii. Internal wall Plastic Emulsion Painting – 10,000Sqm
- viii. External wall Texture paint – 5,000Sqm

(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.

(d) The Tenderer or his identified sub-contractor should possess required valid license for executing Water supply/Sanitary works and should have executed similar water supply/sanitary works.

3.2. Each Tenderer should further demonstrate:

3.2.1. The tenderer must provide the past performance certificate/purchase order/work order from three (3) 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).
- iv. Reference contact phone number and e mail.

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 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](mailto: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 superscripted as 'TECHNICAL BID'**

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

#### **10.1.2. Second Cover – Shall be superscripted as 'FINANCIAL BID' and shall comprise of:**

- i. Priced Bill of Quantities (Annexure-1) to be submitted in Duplicate and duly signed and sealed.
- ii. Accepted Make of Materials (Civil, Joinery & MEP) (The Make is shown in the BOQ)
- 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 is been attached

10.2. The tender documents shall be with signature & seal with of the bidder on all pages including any notifications/corrigendum issued by the University.

10.3. The Technical Bid and Financial Bid documents along with duplicate must be spiral bound separately.



## **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 (excluding 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 Rate quoted shall be firm and fixed till completion of the entire work & shall not attract any escalation under any circumstances whatsoever.

## **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 16. 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. A tenderer may refuse the request without forfeiting his earnest money deposit. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause in all respects.

## **13. Earnest Money Deposit**

- 13.1. The Tenderer shall furnish, as part of his tender, earnest money deposit of an amount equivalent to amount as shown in column 2 of the Table of IFT for this particular work. This earnest money deposit shall be in favour of "The Registrar, NLSIU, Bangalore" and shall be in the form of Demand Draft valid for 45 days beyond the validity of the tender.
- 13.2. Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 above shall be rejected by the University as non-responsive.
- 13.3. The earnest money deposit of unsuccessful tenderers will be returned within 60 days of the end of the tender validity period specified in Sub-Clause 12.1.
- 13.4. The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Guarantee.
- 13.5. The Earnest Money Deposit may be forfeited:
  - (a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
  - (b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 23; or
  - (c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
    - (i) sign the Agreement; or
    - (ii) furnish the required Performance Guarantee.

## **14. Format and signing of Tender**

- 14.1. 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.
- 14.2. 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**

**15. Sealing and marking of Tenders**

15.1. 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). Two copies of the submission documents (Technical Bid and Financial Bid) have to be spiral bound and submitted in separate envelopes. These envelopes shall then be put inside one outer envelope.

15.2. The **inner and outer envelopes shall;**

- (a) be addressed to the University at the following address:

THE FINANCE OFFICER,  
 NATIONAL LAW SCHOOL INDIA UNIVERSITY,  
 NAGARABHAVI, BANGALORE-560242 (OLD  
 NO. 560072)

- (b) bear the following identification:

Tender for Proposed Extension of LEARNING CENTRE (Second, Third, Fourth, Fifth & Terrace Floor) NLSIU CAMPUS,

TENDER NUMBER: .....  
 DATE OF OPENING: .....

15.3. In addition to the identification required in Sub-Clause 15.2, 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 17.

15.4. 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.

**16. Deadline for submission of the Tenders**

16.1. Tenders must be received by the University at the address specified above no later than 17.00Hrs on **24.9.2022**. 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.

16.2. 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.

## **17. Late Tenders**

Any Tender received by the University after the deadline prescribed in Clause 16 will be rejected by the University.

## **18. Modification and Withdrawal of Tenders**

- 18.1. Tenderers may modify or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16.
- 18.2. Each Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 13 & 15, with the outer and inner envelopes additionally marked "**MODIFICATION FOR FIRST/ SECOND COVER**" or "**WITHDRAWAL**", as appropriate.
- 18.3. No Tender may be modified after the deadline for submission of Tenders.
- 18.4. Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.
- 18.5. 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**

### **19. Opening of all Tenders:**

- 19.1. 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 16. 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.
- 19.2. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened.
- 19.3. The University will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause 13 and (c) meets the minimum qualification criteria stipulated in ITT Clause 3.

### **20. Process to be confidential**

- 20.1. 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.

### **21. Clarification of Tenders**

- 21.1. 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.
- 21.2. Subject to sub-clause 21.1, 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.

21.3. 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.

## **22. Examination of Tenders and determination of responsiveness**

22.1. 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.

22.2. 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.

22.3. 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.

## **23. Correction of errors**

23.1. 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.

23.2. 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, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.5 (b).

## **24. Evaluation and comparison of Tenders**

24.1. The University will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 22.

24.2. 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 23; and

b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 18.5.

24.3. 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.

24.4. 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 guarantee 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**

### **25. Award criteria**

Subject to Clause 26, the University will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents, 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. The University shall not bind itself to accept the lowest quoted rate. The University shall accept the bid that is in best interests of the University, as determined by the University authorities.

### **26. University's right to accept any Tender and to reject any or all Tenders.**

- 26.1. Notwithstanding Clause 25, 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.
- 26.2. Incomplete tenders with insufficient pre-qualifications will be rejected.
- 26.3. University reserves the right to accept or reject any or all tenders without assigning any reasons.

### **27. Notification of award and issue of Work Order**

- 27.1. 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.
- 27.2. The University will, subject to the furnishing of the Performance Guarantee in accordance with the provisions of Clause 28, issue the Agreement and Work Order to the Contractor, which 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, and the terms and conditions of the Contract. The acknowledgment of the Agreement and Work Order by the Contractor shall constitute acceptance of the terms and the formation of the Contract between the parties.

### **28. Performance Guarantee**

- 28.1. 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) DD payable at Bangalore or an Irrevocable Bank Guarantee of 10% of total work value within Thirty (30) days of the date of issue of the Letter of Acceptance.
- 28.2. The Performance Guarantee shall be submitted after the notification of the Award but prior to issue of the Work Order. 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.
- 28.3. 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.

#### **29. Insurance:**

- 29.1. The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the University and the Contractor, (cover from the first working day after the Date of Commencement of Work up to the end of Defect Liability Period), in the amounts stated in the Contract Data:
- i. for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
  - ii. for liability of both Parties for loss, damage, death and injury to third parties or third property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the University's property other than the Works and
  - iii. for liability of both Parties and of any University's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the University, any University's representative or their Employees.
- 29.2. Policies and certificates for insurance shall be delivered by the Contractor to the University for its approval before the Date of Commencement. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.
- 29.3. If the Contractor fails to effect or keep in force any of the insurances referred to in the previous subclasses or fails to provide satisfactory evidence, policies or receipts, the University may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments are due, the payment of the premiums shall be a debt due.
- 29.4. Alterations to the terms of insurance shall not be made without the approval of the University.
- 29.5. Both Parties shall comply with any conditions of the insurance policies.

#### **30. Retention Amount**

- 30.1. University will deduct an amount equivalent to **5% (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**".
- 30.2. The Retention Amount will also be deducted for Additional works or Non tender items.
- 30.3. 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/repared whichever is later.

#### **31. Penalty for Delay**

Time is of the essence of the Contract, and the Work must be completed by the Completion Date stipulated in the Work Order, failing which, the Contractor shall be liable to pay a Penalty for Delay of an amount equal to 0.2% of the Contract Value per day of delay. The Total Penalty imposed in the contract period shall not exceed an amount equal to 10% of the Contract Value.

### **32. Payment schedule**

The University shall issue the consideration for the execution and completion of works by the Contractor under the Contract in the following manner:

- a. 5% of the total payable sum along with the Work Order and strictly subject to the submission of the Performance Guarantee in the form of Irrevocable Bank Guarantee by the Contractor.
- b. Balance amounts will be paid as against running bills of not less than Rs.50,00,000/- (Rupees Fifty Lakhs only) net payable amount. Only one running bill can be raised by the Contractor per month, and it shall be raised during the first week of the month after having the measurement book duly signed and certified by the Engineer and Architect.
- c. Material advance for TMT steel at 70% of the accepted rate could be considered after certification by the Engineer and Architect.
- d. Total payment against initial advance and running bills shall not exceed 75% of the total Contract Value. The balance 25% of the Contract Value will be settled upon completion of work and certification of the work and invoice by University Engineer and Architect.

### **33. 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: INFORMATION FOR TECHNICAL QUALIFICATION

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 Agreement. **(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 Organization Details:

<b>FORM A</b>	
1	Name & Address with telephone no./ fax no./email ID
2	a. Year of Establishment b. Principal place of business c. GST Certificate d. ESI & PF Certificate
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 / Partners 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 butnot included above	

1.2 Total Value out of Civil Works executed in the last Five years ending 31.03.2022 (In Lacs):

FORM B					
Particulars	Financial Year				
	2017-18	2018-19	2019-20	2020-21	2021-22
Gross Annual turnover for Civil work , electrical work and plumbing work 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 31.03.2022. (PO's, Work Completion certificates to be enclosed). Similar work, in this case shall mean multi storeyed RCC structure .:

FORM C							
Project Name	Name of University/Ins titution	Descripti onof Work	Value of Contract Rs.Lak hs	Date of issue of work order	Specifie d period of completi on	Actual dateof completi on	Remarks explaining reasons for delay in 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 31.03.2022 (Relevant PO's indicating the said works to be enclosed) :

FORM D			
Year	Name of Work	Name of University/	Works Executed

		Institution				
			Qty of RMC	Qty of TMR Steel	Qty of flooring	Qty of Masonry work

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:

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

(B) Works for which Tenders already submitted:

<b>FORM F</b>						
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

- 1.6 Reports on the financial standing of the tenderer, such as audited financial statements for the last five 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 MEP **Works** shall be mandatory irrespective of value/percentage of work.

<b>FORM G</b>			
Item of work	Value of Sub-Contract (Percentage Only)	Identified Sub-Contractor (Name & address)	Experience of similar work
1	2	3	4

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

<b>FORM H</b>				
Other Party (ies)	Name & Address of University/	Details of dispute	Amount involved	Remarks showing present status
1	2	3	4	5

*One more form regarding the construction equipment that will be deployed at site , like cranes , hoists , batchin plant , type of scaffolding etc.*

- 1.10 The tenderer must provide past **performance certificates/work orders/purchase orders** from 3 customers.

<b>FORM I</b>
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**RELATED PARTY CERTIFICATE**

This is to state that I/we are participating in the tender namely **“Proposed Extension of LEARNING CENTRE (Second, Third, Fourth, Fifth & Terrace Floor) NLSIU CAMPUS, NAGARBHAVI, BANGALORE”**. 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**

To,  
The  
Registrar,  
NLSIU,  
Bangalore.

**Name of the Work: Extension of the LEARNING CENTRE (Second, Third, Fourth, Fifth & Terrace Floor) NLSIU CAMPUS, NAGARBHAVI, BANGALORE**

- 1.1 Having visited the site and examined the terms and conditions for the above named 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 upon us 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 is prepared 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 severally 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 this .....date of ..... 2022.

Signature..... In the capacity of .....

duly authorised to sign tenders for and on behalf of .....

(IN BLOCK/CAPITALS)  
(WITH COMPANY/FIRM'S SEAL)

Witness:

Signature..... Address of tenderer.....

Name ..... .....

Occupation..... .....

#### APPENDIX TO FORM OF TENDER

1.	NAME OF THE UNIVERSITY OFFERING CONTRACT	NATIONAL LAW SCHOOL OF INDIA UNIVERSITY, BANGALORE
2.	SITE ADDRESS	GNANA BHARATHI MAIN RD, OPPOSITE NAAC, TEACHERS COLONY, NAGARBHAVI, BENGALURU, KARNATAKA – 560072.
3.	SCOPE OF WORK	CIVIL, FLOORING, CARPENTRY, FABRICATION, ELECTRICAL, PLUMBING, PAINTING & ALLIED WORKS,
4.	NAME OF CONTRACTOR	.....
5.	ADDRESS OF THE CONTRACTOR	.....
6.	PERIOD OF COMPLETION	<b>8 MONTHS INCLUDING MONSOON PERIOD FROM THE DATE OF THE WORK ORDER.</b>
7.	EARNEST MONEY DEPOSIT	RS. 5,00,000/- (RUPEES THREE LAKHS ONLY)
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	10%
11.	RETENTION AMOUNT ON RUNNING BILLS	5%
12.	DATE OF COMMENCEMENT	THE DATE NOTIFIED IN THE WORK ORDER AS THE DATE OF COMMENCEMENT/ EFFECTIVE DATE.
13.	PERIOD OF FINAL MEASUREMENT	ONE MONTH FROM THE DATE OF THE VIRTUAL COMPLETION
14.	EXTRA ITEMS	FOR NEW ITEMS: COST OF MATERIAL & LABOUR + 15% FOR PROFITS & OVERHEADS. (RATE ANALYSIS TO BE SUBMITTED AND WRITTEN APPROVAL TO BE TAKEN BEFORE COMMENCEMENT OF WORK)
15.	ESCALATION	NOT APPLICABLE & NO ESCALATION