



**NATIONAL LAW SCHOOL
OF INDIA UNIVERSITY**

BENGALURU

RFP NO: NLSIU/RFP/2024-25/002/BUILDINGS

NATIONAL LAW SCHOOL OF INDIA UNIVERSITY

Gnana Bharathi Main Rd, opp. NAAC, Teachers Colony,
Naagarabhaavi, Bengaluru, Karnataka
Pin Code: 560072.

RFP NO: NLSIU/RFP/2024-25/003/BUILDINGS

Technical and Commercial tender for Design and Construction of a New Football
Ground and Running Track at NLSIU



ACTIVITY SCHEDULE

Sr. No	Activity	Details
1.	TENDER SCHEDULE FOR THE TECHNICAL AND COMMERCIAL	RFP NO: NLSIU/RFP/2024-25/002/BUILDINGS
2.	Date of Commencement of Tender documents	20 th June 2024
3.	Due date & time for submission of Technical and Commercial Bid	28 th June 2024, 17.00 Hrs
4.	Date of opening of Technical Bid and Commercial Bid	1 st July 2024 at Chief Finance Officer's Office, NLSIU
5.	Mode and Place of Submission Technical Bid and Commercial Bid	In a sealed envelope to the below address. To Chief Finance Officer National Law School of India University Gnana Bharathi Main Rd, opp. NAAC, Teachers Colony, Naagarabhaavi, Bengaluru, Karnataka, Pin-560072
6.	Contact Details	Mr. Rajesh Kumar Behera Manager Finance and Procurement National Law School of India University Gnana Bharathi Main Rd, opp. NAAC, Teachers Colony, Naagarabhaavi, Bengaluru, Karnataka, Pin-560072 Contact#: 080-2301-0600 rajesh.behera@nls.ac.in
<p>***The schedule is subject to change. Notice in writing of any changes will be provided wherever feasible.</p>		



OVERVIEW

National Law School of India University (also known as NLSIU and herein referred as “the University”) is a University established under the National Law School of India Act, 1986, imparting legal education. The premier law school was set up with a mission to pioneer legal education reforms, and to anchor the transformation of the Indian legal system through research and policy interventions.

Consequently, the NLSIU was one of the first institutions in the country to introduce the five-year integrated law degree at the undergraduate level with the commencement of the first batch in 1988.

And for over 30 years now, the University has irrefutably remained a leader in the field of legal education in the country. This long-standing record has been possible due to the strong collaborations between legal academics, the Bar, the Bench and the State Government of Karnataka.

NLSIU is looking for **Design and Construction of a New Football Ground and Running Track at NLSIU**, as provided in **Technical Details**, at NLSIU for which this RFP is being issued.

PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified bidders for **Design and Construction of a New Football Ground and Running Track at NLSIU** in accordance with specifications and requirements contained herein. This Request for Proposal (RFP) will require the bidder to provide all relevant information based on multiple configurations detailed within the RFP. Information and any supplementary information should be in both printed and digital format. Based upon the review and evaluation of proposals offered in response to this RFP, the successful bidder must Supply, Install, Test the hardware.

Notwithstanding any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion. Price will be a consideration but will not be the sole factor in the University's decision to award a contractual relationship. NLSIU reserves the right to accept or reject any or all bids from specific or multiple Bidders for any reason at any time. The University also reserves the right at its sole discretion to select or reject any or all Bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.



INVITATION

The bidders desirous of taking up the project for supply of above product and service for NLSIU are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at the University's discretion. This RFP seeks proposals from Bidders who have the necessary experience, capability & expertise to provide NLSIU with required equipment with support services adhering to NLSIU's requirement outlined in this RFP. This RFP is not an offer by NLSIU, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of NLSIU with a selected Bidder.

RFP TERMINOLOGY

Definitions – Throughout this RFP, unless inconsistent with the subject matter or context:

- Bidder/ Service Provider/ System Integrator / Original Equipment Manufacturer(OEM)-
An eligible entity/firm submitting a Proposal/Bid in response to this RFP.
- Supplier/ Contractor/ Vendor – Selected Bidder/System Integrator under this RFP.
- The University/ Purchaser/ NLSIU - Reference to "NLSIU", "The University" and "Purchaser" shall be determined in context and may mean without limitation "NLSIU".
- Proposal/ Bid – the Bidder's submission in response to this RFP
- RFP/Tender – the request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by NLSIU.
- Solution/ Services/ Work/ System – "Solution" or "Services" or "Work" or "System" or "means all services, scope of work and deliverable to be provided by a Bidder as described in the RFP and include services ancillary to delivery of equipment's, such as installation, of equipment's and configuring, and other obligation of the Supplier covered under the RFP.
- Equipment's as specified within the technical requirement section of this RFP document.



SCHEDULES OF THE TENDER

- This tender comprises Design and Construction of a New Football Ground and Running Track at NLSIU, as per the specifications mentioned in technical details.

ELIGIBILITY CRITERIA

The minimum eligibility criteria for selecting the vendors for the purpose stated above have been listed in this section. All bidders are requested to study the pre-qualification criteria listed below carefully and submit the bids only if they fully qualify for bidding.

Sl. No	Criteria	Documents required to be attached with Technical Bid to establish eligibility
1	The bidder should be operating in India in the business for the last five years ending on 31st March 2024.	- Copy of Certificate of Incorporation or similar valid document
2	The bidder shall be either an Original Equipment manufacturer or Authorized distributor of the principal OEM, in India.	- GST Registration Certificates - Copy of PAN Card - Incorporation Certificate
3	The bidder should have an average annual turnover of at least Rs.10 Crores during last 3 financial years latest ending on 31-03-2024	Copy of the audited Profit & Loss Statements for each of the last 3 financial years
4	The bidder should have successfully completed a similar supply at least three (3) of more than Rs.1.5 Crores each, in the last 3 years ending as on 31 March 2024	Copies of client/purchase order, Work orders showing all the details to be given and should contain the following information - Name of organization, contact phone number and address
5	The bidder should have an ISO 9001 Certification, if applicable	Copy of the valid certificates from authorized agencies
6	The bidder must not be blacklisted by a Central/State/Local Government Organization/Institution/PSU	Self-declaration, certified by the auditor
7	The bidder shall have at least one support office in Bengaluru.	- Copy of the relevant trade license issued by State Govt. or competent local body mentioning the address.



8	Other requirements	<ul style="list-style-type: none">-Supplier to be either OEM or should be authorized Importer / Distributor / Dealer of OEM (Documentary proof to be submit with Technical Bid).- Product should be of European / American / Australian origin only. The vendor has to submit the certificate of origin at the time of delivery of the product at site.-The bids are invited only from eligible, experienced and qualified manufacturers who are FIFA Preferred Producers (FPP).- The vendor should have experience of satisfactorily completing installing at least three FIFA Certified Artificial Grass Football Ground with same brand in India in last five years. (Documentary proof of FIFA certification test report to be attached).- Turf should be installed according to the FIFA prescribed procedures and matching manufacturer's standard procedures.
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NATIONAL LAW SCHOOL
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BENGALURU

RFP NO: NLSIU/RFP/2024-25/002/BUILDINGS

This is to certify that we (Bidder's organization name) comply with the RFP eligibility criteria as mentioned above.

Date:

Signature:

Place:

Name:

Organization Name:

Seal of the Organization:



BID TERMS:

General

- NLSIU reserves the right to revise or alter the scope of the assignment before acceptance of any bid. However, in such an eventuality, the bidder may be given an opportunity to consider such changes and revise the offer, if found necessary.
- In case the products/ services offered deviates from the specifications of the products/ services as described in this RFP, the bidder should describe in what respect and to what extent the products/ services offered by him differs from our specifications even if the deviation is not very material.
- Bidder must quote the rate per unit in the quotations. Bidder is also expected to provide a total cost wherever applicable. Offers not indicating item-wise rates, wherever applicable, are liable for disqualification/rejection.
- The price/rate quoted by the vendor cannot be altered or changed due to escalation on account of the cost of material. The price/rate quoted should be exclusive of all taxes and the applicable taxes, levies, duties, insurance, transportation etc. should be explicitly mentioned by the bidder as separate line items.
- All the prices quoted by the bidder should be valid for a period of 90 days from the last date of bid submission.
- Bidders should ensure that they meet the eligibility criteria mentioned above for offering bids.
- The Terms and Conditions for the assignment are described in technical details.
- NLSIU reserves the right to procure directly from Original Equipment Manufacturers.

Submission of Proposal

- The Bidder shall submit its organization profile as per Form A (Bidder's particulars) of the RFP.
- The Bidder will have to submit the details of top 5 assignments based on value of order to large clients in Form B (list of customers).
- NLSIU reserves the right to check with these customers about the credibility of the



bidder and quality of service provided by the bidder.

- NLSIU reserves the right to adjust arithmetical or other errors in RFP, in the way it considers suitable/deem fit. Any adjustments so made by the NLSIU shall be stated to the bidder if NLSIU makes an offer to accept the bidder's proposal.
- The Forms A, B of the RFP shall be compulsorily submitted along with the bids. Bids without these forms duly filled in and signed are liable for rejection.
- The bidder should submit the technical proposals in a sealed envelope to the address
To
Chief Finance Officer
National Law School of India University
Gnana Bharathi Main Rd, opp. NAAC, Teachers Colony, Naagarabhaavi, Bengaluru, Pin-560072
- Bidders shall submit their offers strictly in accordance with the terms and conditions of RFP Document(s) as stated therein/herein. Any proposal which stipulates conditions contrary to the conditions given in the RFP Document(s), is liable for rejection.
- The bidder shall (whether he submits the bid) always treat the details of the RFP Document(s) as confidential.
- NLSIU will not pay the Bidder any expenses, which may have been incurred in the preparation of the RFP Document(s) for submission.
- The Bidder shall have complied with all requirements of law for submitting the bid to this. RFP and for performance of the contract.
- NLSIU does not bind itself to accept the lowest or any bid to this RFP and reserves the right to reject all or any bid or cancel the RFP without assigning any reason whatsoever. NLSIU has the right to re-issue the RFP without the bidders having the right to object to such re-issue.
- In case the bidder desires to clarify any issue of the RFP before submitting the proposal, you may contact **Mr. Rajesh Kumar Behera, Manager Finance and Procurement, National Law School of India University; Phone-080 26993785; email :- rajesh.behera@nls.ac.in**

EVALUATION OF THE PROPOSALS

NLSIU will evaluate only those proposals, which meet the eligibility criteria as well as complete and responsive in all respects, for comparison and final selection. The evaluation criteria for selection shall be based on the requirements of NLSIU, quality and durability of



proposed product based on market research, the delivery & installation schedule of the bidder, the experience of the bidders in similar projects and customer feedback on products and services of the bidder. Also, sufficient expertise and experience of the bidders during the last 3 years in carrying out similar assignments for other companies and the eligibility criteria as given in the RFP will be part of the evaluation criteria.

Selection Criteria:

NLSIU will award the contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most competent bid as per the technical evaluation criteria of NLSIU, provided further that the bidder is determined to be qualified to perform the assignment satisfactorily. However, NLSIU shall not be bound to accept the lowest or any bid and in accordance with stated above, NLSIU reserves unequivocally the right to accept any bid, wholly or in part. The final selection of the bidder will be based on techno-commercial evaluation of the proposals of the eligible bidders.

Note:

- All above documents including this RFP document must be duly signed by Authorized Signatory with bidder's organization seal and Initial as an acceptance. The organization seal is mandatory on each page of RFP and all other required documents.
- Bids for each of the Products/Services should be submitted in the relevant Forms as given below.



TECHNICAL PROPOSAL

FORM 'A'

BIDDER'S PARTICULARS

1	Name of the Organization			
2	Registered Office Address			
3	Year of Incorporation			
4	In the business of Designing and construction football fields, running tracks and/or other sports fields since (no. of years)			
5	Organization Profile: Name with designation of Chairman/Managing Director/Managing Partner/Owner or any Key Personnel involved in AMC/FMS			
6	Details for Correspondence: Contact Person's Name Designation Address & Telephone No/s, Fax No/s, E-mail ID			
7	Whether your organization is registered under Municipal Act and or Karnataka Govt. Shops and Establishment (Give Regn. No.)			
8	Income tax no. (PAN) (Attach Photostat / true copy of PAN cards)			
9	GST Regn. No. and Date (Attach Photostat / true copy of GST Certificate)			
10	Financial Details (for last 3 years) *	2021-22	2022-23	2023-24
	a. Turnover (Rs. In lakhs)			
	b. Profit after Tax (Rs. In lakhs)			



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Note:

- a) The bidder has to produce the relevant documents related to financial details such as balance sheet and Profit and loss statement etc. if asked by the University at any stage of the order or work.
- b) Any Deviation from General Terms & Conditions, which the bidder wishes to furnish.

Date:

Place:

Signature:

Name:

Designation:

Organization Name:

Seal of the Organization:



FORM 'B'

LIST OF LARGE CUSTOMERS OF THE BIDDER

The bidder must provide the details as per the below format for similar pan-India branch rollout projects of at least three customers.

Sr. No.	Name of the Client, Contact person, Designation & Telephone No.	Date of the Assignment	Details of the assignment done for the client with Product Name, Model, etc.
1			
2			
3			
4			

Note: The list should include at least three corporate clients.

Date:

Signature:

Place:

Name:

Designation

Organization Name

Seal of the organization:



COMMERCIAL PROPOSAL

Please share the price for same, the commercial will be through sealed envelope to the below address:

To
Chief Finance Officer
National Law School of India University
Gnana Bharathi Main Rd, opp. NAAC, Teachers Colony, Naagarabhaavi, Bengaluru, Pin-560072

Instruction to Bidders

1. The bidder should have minimum 3 years of working experience in the same business.
2. The bidder should have a minimum turnover of Rs.10 Crores per annum during last 3 financial years.
3. The bidder should be a profit-making entity for the last 3 years.
4. The quoted products should not be under end of sales or end of support in next five years from the date of submission.
5. Should provide Authorization letter from OEM for the Products bidders are proposing.
6. Site Visit: Interested vendors can make a visit to inspect the site and clear any doubts if any.
7. Quotation should be valid for 90 days from the date of opening of the tender.
8. Prices are required to be quoted according to the units indicated in the Bill of Quantities section. When quotations are given in terms of units other than those specified in the tender form, the relationship between the two sets of units must be furnished.
9. All available technical literature, catalogues, and other data in support of the specifications and details of the items should be furnished along with the offer.
10. Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non-acceptance of tender, the tenderer will have to remove the samples at his own expense.
11. Specifications: Equipment's offered should strictly conform to our specifications. Deviation, if any, should be clearly indicated by the tenderer in their quotation. The tenderer should also indicate the Make/Type number of the equipment's offered and provide catalogues, technical literature, and sample, whatever necessary along with the quotation. Test certificates wherever necessary should be forwarded along with supplies. Whenever options are called for in your specification, the tenderer should address all such options, wherever specifically mentioned by us.
12. The Purchaser shall be under no obligation to accept the lowest or any tender and reserves the right to accept the whole or part of the tender or portion of the quantity offered, and tenderer shall supply the same at the rates quoted.
13. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.



14. Payment terms: The payment will be in milestones. (the payment term can be decided mutually if required)
15. The vendor will be liable for any hardware and software upgradation for maintenance without any extra cost during warranty period.
16. The vendor should supply all required hardware, to meet the technical specifications.
17. The authority of the person signing the tender, if called for, should be produced.
18. Note: The work must be completed within _____

TECHNICAL Details

“Annexure-1”

Annexure1.1 Design and Construction of a New Football Ground and Running Track at NLSIU

NLSIU is seeking proposals from “Design and Construction of a New Football Ground and Running Track at NLSIU campus

Scope of Work

The scope of work includes, but is not limited to, the following:

1. Design Phase
2. Construction Phase
3. Maintenance Phase

Design Phase

1. The vendor must survey the site and develop the shop drawings of the football ground, considering the future 400m running track. The vendor must capture:
 - Ground
 - Drainage
 - Lights
 - Fencing
 - Required equipment
2. The vendor must provide detailed specifications for all the materials and construction methodologies.
3. The vendor must obtain approval from the university for the construction phase.

Construction Phase

1. Site Preparation: Clear and grade the site as necessary.
2. Base Preparation: Prepare the necessary base as per approved specifications.
3. Ground Construction: Build a multipurpose sports ground suitable for football.



4. Drainage: Install an appropriate drainage system to prevent water accumulation. The vendor needs to connect the proposed drainage to existing drainage.
5. Lighting: Install sufficient lighting for evening use. The vendor needs to connect the proposed lighting with existing nearby power source.
6. Fencing: Install fencing along the perimeter of the prepared court.
7. The vendor needs to consider all related civil, electrical and drainage works in his scope.

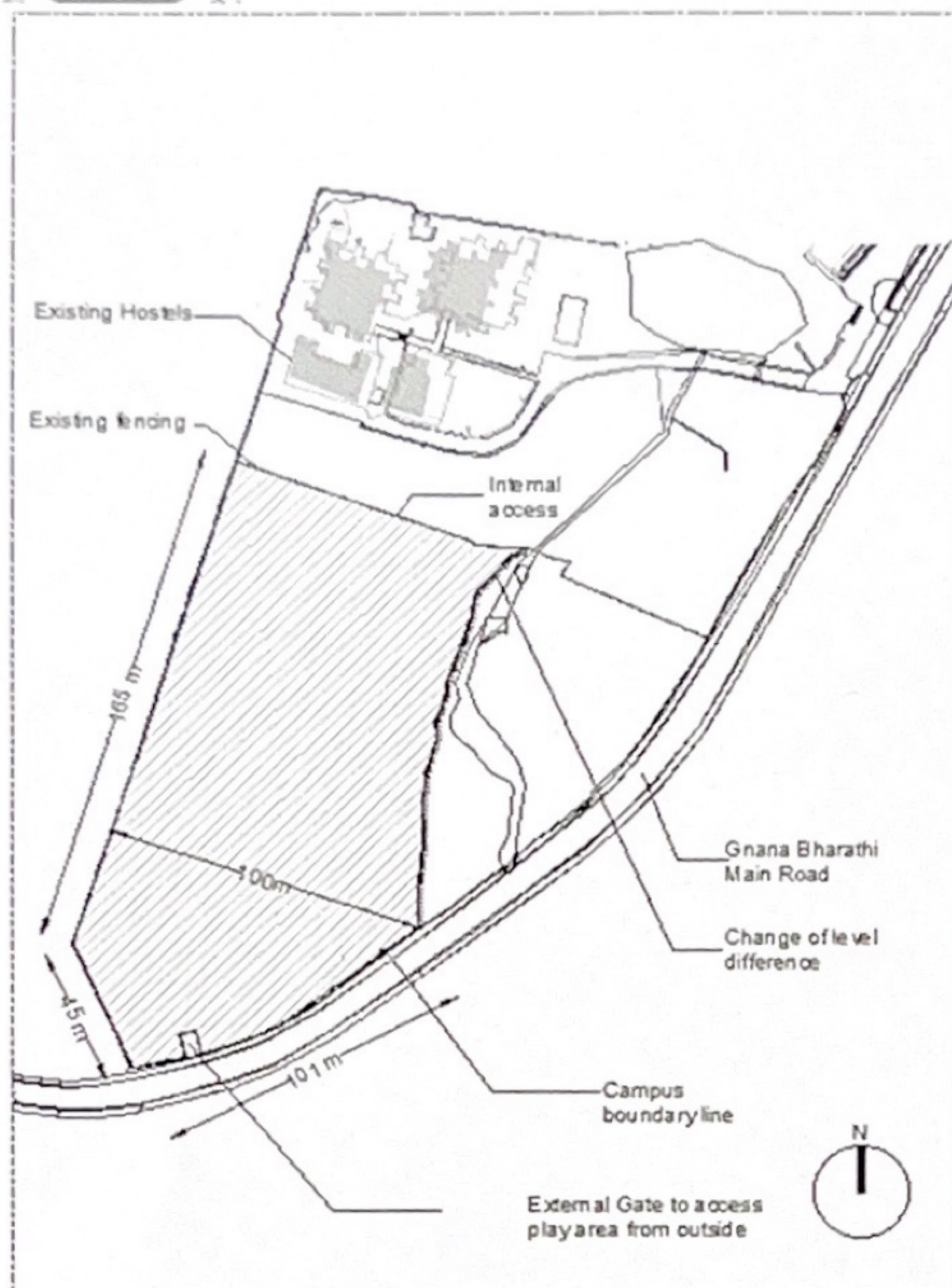
Football ground - 65 m X 105 m (6825 sqm/ 73465 sqft) With auxiliary Area -72 m x 109 m (7848 sqm/ 88475 sqft)					
	Description	Unit	Rate	Quantity	Amount
1	Base Preparation	sqft		88475	
a	Levelling and compacting the surface with Good Earth.				
b	Excavating the surface to create slope of 1" for every 10' on shorter axis.				
c	Trenching, sloping and installation of 100 mm dia perforated PVC drainpipes.	ft			
2	Toe Wall - 300 mm				
a	Providing and laying PCC 1:4:8, 100 mm thick for block work.	sqft		1188	
b	Providing and laying masonry edge wall / toe wall using 200 mm block around the perimeter of the court. Entire wall to be 300mm high (150mm below ground level & 150mm above ground level).	ft		1188	
b	Cement plastering on the exposed part of the wall (inside, outside, top).	sqft		1188	
3	Base Layer - 150 mm	sqft		88475	
a	Providing and laying of 60mm downgrade aggregate to 40mm (100 mm thick)				
b	Providing and laying of 20mm downgrade aggregate to 12mm (25 mm thick)				
c	Providing and laying of 6mm aggregate mixed with stone dust (25 mm thick)				
	Note: Compaction will be done with 8-10 tonne static roller after each layer.				
3	Artificial Turf - 50 mm	sqft		88475	



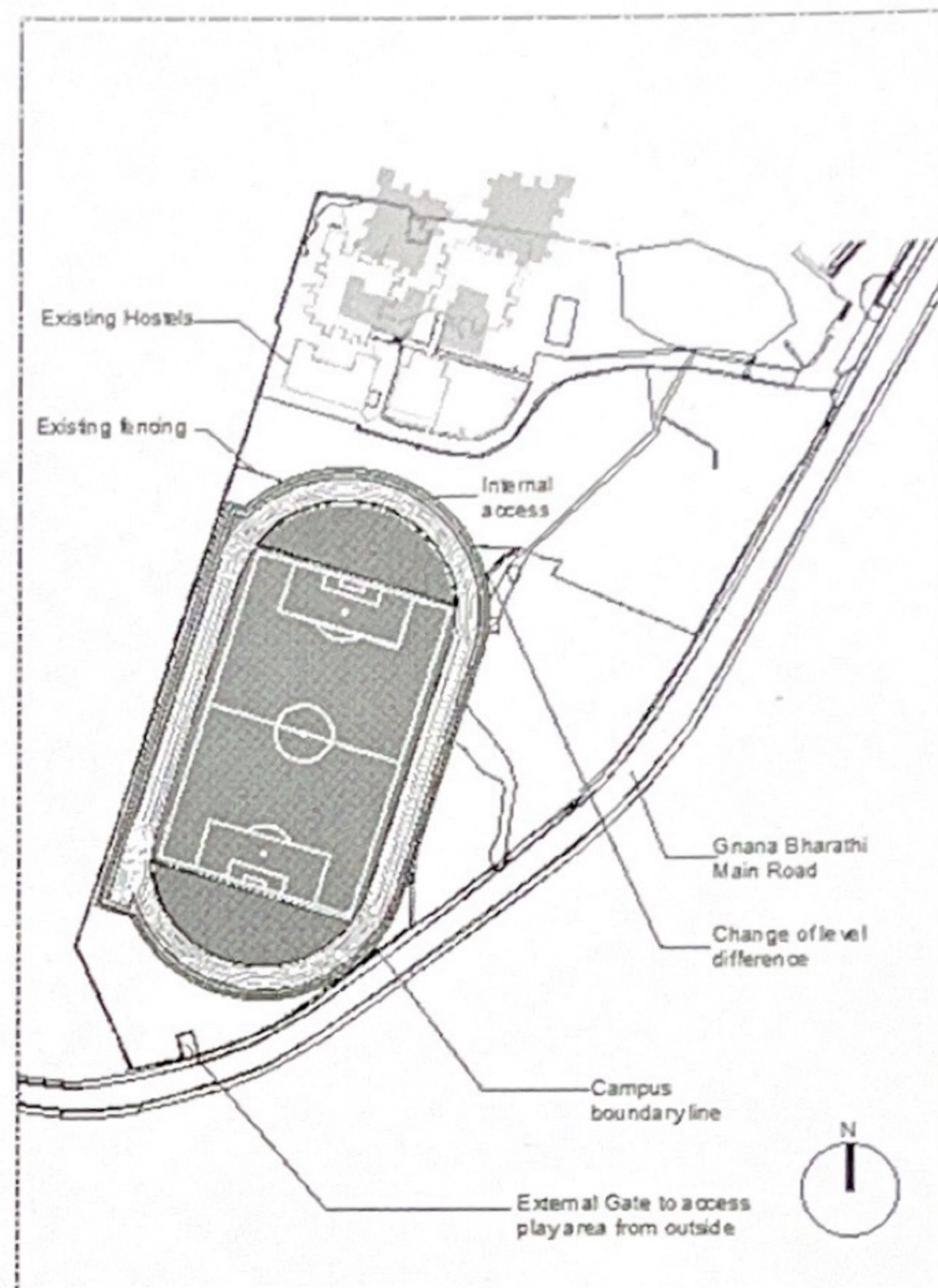
a	Supply and Installation of Artificial Turf manufactured by FIFA Preferred Provider. Product- 50mm- Quality /Quality Pro. Product should be of European / American / Australian origin only. The vendor has to submit the certificate of origin at the time of delivery of the product at site.				
	Pile Height (in millimetres)	50		88475	
	DTex	13,000			
	Microns	430			
	Stabilizing Infill: Graded Silicia Sand Infill (In kg/sqm)	18		141264	
	Performance Infill: SBR Infill: (In kg/sqm)	7		54936	
	Glue: Bi-component glue (as approved by manufacturer)				
4	Fencing: Garware Nylon Nets Surrounding the court from all sides.	sqft		23760	
a	Supply and installation of vertical poles: 100 mm, 3000 mm square/ round MS section painted with red oxide & Paint. Vertical Poles will be grouted 3m (10 feet) apart.	ft		8000	
b	Supply and installation of horizontal poles: MS Posts painted with red oxide & Paint: Square/Round Poles – 36 mm x 36 mm Horizontal posts will be welded to the Vertical Posts with one on top and one at the bottom.	ft		2400	
c	Gate to be provided as per site - 1200 mm x 2100 mm	sqft		28	
d	Supply and installation of 2.5mm x 50mm x 50 mm nylon net, 20 feet high.	sqft		23760	
5	Lights				
a	Supply, installation, testing and commissioning of 1000W LED Flood Light – Havells make. 12 Lights. X 6Nos. Poles – 72Lights	No.		72	
b	Supply, installation, testing and commissioning of 22.5 m high mast	No.		6	



	stadium pole, 20 Sided Polygon - bottom dia 550mm x 5mm thick and top dia 200mm x 5mm thick with 1000W flood light luminaries carriage, manual ladder with safety monkey guard ladder, hand grill with frame and platform provision. 750 dia, 30mm thick base plate, foundation Bolts M30 x 1000mm - 12No's. Vendor to consider footings in his scope.				
c	Supply, installation, testing & commissioning of feeder pillar time control panel 3Phase with 16 Amps MCB & Power Contactor, Installation of 12 Light fixtures interlink connection cable for Lights up to control panel.	No.		1	
	Note: Vendor to include all related civil works in his scope.				
6	Periphery drain				
a	Based on site, vendor to install the periphery precast U drain on either side of the touch line with precast grating cover and connect to the existing main line.	ft		750	
7	AMC for a period of one year	lumsun			
	Total				



Existing ground in campus



Proposed football ground in campus

- NLSIU should have all the right to modify or change the equipment
- Payment terms: The payment will be in milestones. (the payment term can be decided mutually if required).
- Vendor details to be provided as per the attached form along with the bid.
- The purchaser reserves the right to split the items into one or more than one of the eligibletenderers.

Proposal Requirements

Interested vendors must submit proposals that include the following:

1. Design Approach: Outline approach to the design phase, including preliminary design ideas.
2. Construction Methodology: Describe approach to the construction phase, including proposed materials and construction methods.
3. Schedule: Provide a detailed project timeline, including major milestones.
4. Cost Estimate: Detailed cost estimate, including design, construction, materials, labor, and any other relevant costs.



Additional Information

Site Visit: Interested vendors can make a visit to inspect the site and clear any doubts if any.

Prebid Qualifications

1. Supplier to be either OEM or should be authorized Importer / Distributor / Dealer of OEM (Documentary proof to be submit with Technical Bid).
2. Product should be of European / American / Australian origin only. The vendor has to submit the certificate of origin at the time of delivery of the product at site.
3. The bids are invited only from eligible, experienced and qualified manufacturers who are FIFA Preferred Producers (FPP).
4. The vendor should have experience of satisfactorily completing installing at least three FIFA Certified Artificial Grass Football Ground with same brand in India in last five years. (Documentary proof of FIFA certification test report to be attached).
5. Turf should be installed according to the FIFA prescribed procedures and matching manufacturer's standard procedures.

PRODUCT DELIVERY, SUPPORT AND SERVICE

- Important information which the bidder is required to furnish in the proposal.
- The bidder should mention the warranty details in clear terms as per the requirements of NLSIU. The bidder should provide an on-site comprehensive warranty on the same business day.
- You are required to mention the completion date (from the date of confirmed purchase order) for the entire assignment.
- Selected bidder shall supply the Equipment's, as required by NLSIU and as mentioned above in Annexure-I as per the rates agreed between the vendor and NLSIU.
- Delivery of the equipment at the NLSIU will be the responsibility of the vendor.
- The vendor should issue a work completion report to NLSIU project team after completion of the work.



TERMS AND CONDITIONS

ANNEXURE-2

All annexures and schedules shall form part of the general terms and conditions of the contract.

General

Service Window (Working hours) is considered to be between 9:00 A.M. to 5.30 P.M. from Monday to Saturday, on demand public holidays.

The price/rate quoted by the vendor cannot be altered or changed due to escalation on account of variation in taxes, levies and cost of material. The price/rate quoted should be exclusive of all taxes. All applicable taxes should be mentioned as separate line items by the bidder.

All applicable taxes would be deducted at source at the applicable rate while making the payment.

A Cess at the rate of 1% of the cost of the construction incurred by the builder/employer etc. under the Buildings & Other Construction Workers Welfare Cess Act, 1996 would be deducted and deposited to the Karnataka State Building & Other Construction Workers Welfare Board.

Delivery Schedule

NLSIU expects that the work must be completed with _____ days from the date of issue of Purchase Order to the vendor.

Termination for Default

NLSIU may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the contract in whole or part: if the Vendor fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by NLSIU pursuant to conditions of contract or if the Vendor fails to perform any other obligation(s) under the Contract. In the event NLSIU terminates the Contract in whole or in part, NLSIU may procure, upon such terms and in such manner, as it deems appropriate, systems or services like those undelivered and the Vendor shall be liable to NLSIU for any excess costs for such similar systems or services. However, the vendor shall continue the performance of the contract to the extent not terminated.



Force Majeure

Any failure or delay by bidder or the University in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party, is not a default or a ground for termination.

If Force Majeure situation arises the Vendor shall promptly notify NLSIU in writing of such conditions and the cause thereof. Unless otherwise agreed by NLSIU in writing, the Vendor shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Termination for Insolvency

NLSIU may at any time terminate the Contract by giving written notice to the Vendor if the vendor becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to NLSIU.

Governing Law and Disputes (Applicable in case of successful bidder only)

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If, however, the parties are not able to solve them amicably, either party (NLSIU or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of the courts at Bangalore.

The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by NLSIU or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

Arbitration proceeding shall be held at Bangalore, India, and the language of the



arbitration proceedings and that of all documents and communications between the parties shall be in English.

Governing language

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

Governing Law

The contract shall be interpreted in accordance with the laws of the Government of India.

Notices:

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing and confirmed in writing to other Party's address. To all notices, the following shall be the current address:

To
Chief Finance Officer
National Law School of India University
Gnana Bharathi Main Rd, opp. NAAC, Teachers Colony,
Naagarabhaavi, Bengaluru, Pin-560072

The notice shall be effective when delivered or on the notice's effective date whichever is later.



Taxes and Duties

The Vendor shall be entirely responsible for all taxes, duties, license fees, road permits, other taxes, etc., incurred until delivery of the contracted systems to NLSIU and therefore should be included in the commercial bid.

The quote prices and taxes, duties & statutory levies such as GST, Service Tax, VAT/Sales, CVD, Tax, Octroi, NMMC Cess etc. should be specified separately.

A Cess at the rate of 1% of the cost of the construction incurred by the builder/employer etc. under the Buildings & Other Construction Workers Welfare Cess Act, 1996 would be deducted and deposited to the Karnataka State Building & Other Construction Workers Welfare Board, if applicable.

Note: If any taxes to be paid by NLSIU, same should be mentioned explicitly

Vendor's Obligation

The vendor is obliged to work closely with NLSIU's staff, act within its own authority and abide by directives issued by NLSIU from time to time.

The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors on the part of its personnel.

The Vendor will treat as confidential all data and information about NLSIU, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party

Terms of payment: The payment terms will be as follows:

1. Payment terms: The payment will be in milestones. (the payment term can be decided mutually if required)
2. The vendor should submit the original receipt of payment of Octroi, if any, along with the invoice for payments.

Service Terms & Conditions:

The vendor will be responsible for any mishap or accident during the delivery & installation of the items which may occur due to negligence on part of the vendor. The vendor shall pay and be responsible for payment of all taxes, duties, levies, fees, costs or charges in respect of the products/ services rendered to NLSIU as



part of the assignment. The vendor shall indemnify and keep indemnified NLSIU against claims in respect of above taxes, levies, duties, fees, costs, charges etc. All of the aforesaid taxes, duties, levies, fees, cost and charges shall be to the vendor's account and NLSIU shall not be required to pay any additional or extra amount on account of variation of the above charges if any, till the completion of work as per the contract to the satisfaction of NLSIU and no extra claim on this account will be entertained in any case.

Other Terms & Conditions

- 1 Delivery of all the items should necessarily be within ⁴ weeks from the date of issue of purchase order.
- 2 Payment terms: The payment will be in milestones. (the payment term can be decided mutually if required)
- 3 Vendor details to be provided as per the attached form along with the bid.
- 4 The Commercial proposal should be submitted in a sealed envelope only to the below address.

To
Chief Finance Officer
National Law School of India University
Gnana Bharathi Main Rd, opp. NAAC, Teachers Colony,
Naagarabhaavi, Bengaluru, Pin-560072


Mr. Shailesh Agarwal, COO

For Registrar

National Law School of India University