



**NATIONAL LAW SCHOOL
OF INDIA UNIVERSITY**

BENGALURU

RFP NO: NLSIU/RFP/2024-25/008/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/2024-25/008/BUILDINGS

Design and Construction of 400-Metres with 6-Lane Running Track and Retaining Wall at NLSIU



ACTIVITY SCHEDULE

Sr. No	Activity	Details
1.	TENDER SCHEDULE FOR THE TECHNICAL AND COMMERCIAL	RFP NO: NLSIU/RFP/2024-25/008/BUILDINGS
2.	Date of Commencement of Tender documents	3rd February 2025
3.	Due date & time for submission of Technical and Commercial Bid	21st February 2025, 17.00 Hrs
4.	Date of opening of Technical Bid and Commercial Bid	24th February 2025 at Chief Operating Officer's Office, NLSIU
5.	Mode and Place of Submission Technical Bid and Commercial Bid	Submit separate bids for commercial and technical in separate sealed envelopes to the address below: To Chief Operating 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
***The schedule is subject to change. Notice in writing of any changes will be provided wherever feasible.		



OVERVIEW OF NLSIU

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.

PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified bidders for **Design and Construction of 400-Metres with 6-Lane Running Track and Retaining Wall 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.

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, products and/or services 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/Vendor/Service Provider/Contractor/System Integrator/Original Equipment Manufacturer(OEM)- An eligible legal entity submitting a Proposal/Bid in response to this RFP.
- The University/ Purchaser/ NLSIU - Reference to “NLSIU”, “The University” and “Purchaser” shall be determined in context and may mean without limitation “National Law School of India University”.
- 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/Supplies – “Solution” or “Services” or “Work” or “System” or “Supplies” 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 product or services, such as installation, configuration, commissioning, assembling and other obligation of the Supplier covered under the RFP.
- BOQ – “BOQ” means bill of quantities and/or bill of materials.

SCHEDULES OF THE TENDER

- This tender comprises **Design and Construction of 400-Metres with 6-Lane Running Track and Retaining Wall 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 must be a separate legal entity.	<ul style="list-style-type: none">- Certificate of incorporation or formation, deed etc of the legal entity.- GST certificate copy (declaration if not registered under GST)



		- PAN card copy
2	The bidder should be operating in India in the Design, Construction and Installation of World Athletics Certified Synthetic Athletic Tracks business for the last five years ending on 31st December 2024.	- Relevant Certificates and Licenses obtained or similar documents as applicable to operate in this business.
3	The bidder should have an average annual turnover of at least Rs.1 Crore during last 3 financial years latest ending on 31-03-2025.	- Declaration by the bidder on it's letter head mentioning Revenue from the said business for each year (i.e. FY22-23, FY23-24 and FY24-25 9 months till Dec,24)
4	The bidder should have successfully completed a similar project (i.e. Design, Construction and Installation of World Athletics Certified Synthetic Athletic Tracks) in the last 60 months ending as on 31st December 2024.	- Details of such project including documents like Purchase Order or Work Order or signed contract copy.
5	The bidder should be a profit-making entity for the last 3 financial years ending 31.03.2024.	- Mention turnover and profit in Form-A to this RFP. Any exception due to covid impact in FY 2021-22 is to be mentioned specifically.
6	The bidder must not be blacklisted by a Central/State/Local Government Organization/Institution/PSU.	- A Self-declaration by the bidder (to be attached with the bid) .
7	The bidder shall have at least one support office in Bengaluru.	

Note:

- All required documents as mentioned above must be duly signed by Authorized Signatory with a bidder's organization seal. The organization seal is mandatory on each page of required documents.

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. The 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 bidder 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.

Submission of Proposal

- The Bidder shall submit its organizational profile as per Form A (Bidder's particulars) of the RFP.
- The Bidder will have to submit the details of the top 3 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 made by the NLSIU shall be stated to the bidder if NLSIU makes an offer to accept the bidder's proposal.
- The Forms A and 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 and commercial proposals separately in separate sealed envelopes to the address:**

To
Chief Operating 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 (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 the law for submitting the bid to this. RFP and for the 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 5 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. While evaluating the bids received by the University, a 70:30 weightage criteria may be followed (i.e. 70% for technical bids and 30% for financial/commercial bid).

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 and commercial 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.

The successful bidder will need to enter into a Binding Legal Agreement with the University after the selection of the bidder.

COMMERCIAL PROPOSAL

The Commercial proposal i.e. "Form D" should be submitted in a separate sealed envelope only to the below address.:



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

Instructions to Bidders

1. The bidder should be operating in India in the Design, Construction and Installation of World Athletics Certified Synthetic Athletic Tracks business or similar business for the last **five** years.
2. The bidder should be a profit-making entity for the last 3 years.
3. Site Visit: Interested vendors can make a visit to inspect the site and clear any doubts if any.
4. The quotation should be valid for 90 days from the date of opening of the tender.
5. 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.
6. 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.
7. 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.
8. Specifications: Project 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 products offered and provide catalogues, technical literature, and samples, 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.
9. The University 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 the tenderer shall supply the same at the rates quoted.
10. 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.
11. Payment terms: The payment will be in milestone (the payment term can be decided mutually if required)
12. The vendor should supply all required hardware, material or equipment to perform the contract.
13. The authority of the person signing the tender, if called for, should be produced.

TECHNICAL DETAILS

1. **Annexure1: The BOQ is attached to this RFP as “Annexure-1: Design and Construction of 400-Metres with 6-Lane Running Track and Retaining Wall at NLSIU”.**
2. **The bidder should provide a minimum of 5 years of warranty.** The Warranty can also be increased to a maximum of 10 years, if mutually agreed by both the parties.



PRODUCT DELIVERY, SUPPORT AND SERVICE

- Important information which the bidder is required to furnish in the proposal.
- You are required to mention the completion date (from the date of confirmed purchase order) for the entire assignment.
- The selected bidder shall carry out the work/project, as required by NLSIU and as mentioned above in Annexure-I as per the rates agreed between the vendor and NLSIU.
- Delivery of any material or equipment at the NLSIU campus will be the responsibility of the vendor.
- The vendor should issue a work completion report to NLSIU project team after completion of the work.

OTHER TERMS AND CONDITIONS

General

Service Window (Working hours) is considered to be between 9:00 A.M. to 5.30 P.M. from Monday to Friday except Saturday and 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.

Delivery Schedule

The work needs to be completed and handed over to the University within 6 months of signing the contract or issue of letter of engagement, whichever is earlier. The delivery schedule may be decided mutually by both the parties, if needed.

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 the other party in writing and confirmed in writing at the other Party's address. The following shall be the current address:

To
Chief Operating 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.

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

Additionally, Buildings & Other Construction Workers Welfare Cess to be deducted @ 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.

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

Retention Money

Retention amount, 3% of the value of the work done for each running account bill or invoices or advances, will be deducted. The retention amount will be released to the bidder after completion of defect liability period of 1 year. The retention amount shall not bear any interest in any nature.

Bank Guarantee

The selected bidder shall provide a Bank Guarantee in favor of NLSIU, issued by a reputable bank, as security for the due performance of its obligation under the agreement. The amount of the bank guarantee shall not be less than 10% of the final contract value awarded to the selected bidder. The Bank Guarantee shall be unconditional, irrevocable, and payable on demand without any requirement for NLSIU to provide evidence of default or non-performance. The Bank Guarantee shall remain valid till the expiry 6 months from the date of completion of the work.

Other Charges and Deductions

Other charges, if any, to be recovered from the contractor, the same will be discussed and mutually agreed between both the parties (e.g. Electricity Charges, Water Charges etc.)



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

1. Payment terms: The payment will be in milestone (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 NLSIU indemnified 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.

NS Nigam

Registrar

National Law School of India University



FORM 'A'

BIDDER'S PARTICULARS

1	Name of the Organization			
2	Registered Office Address			
3	Year of Incorporation			
4	In the business of construction of commercial buildings projects since (no. of years)			
5	Organization Profile: Name with designation of Chairman/Managing Director/Managing Partner/Owner or any Key Personnel			
6	Details for Correspondence: Contact Person's Name Contact Person's 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 copy of PAN card)			
9	GST Regn. No. and Date (Attach 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)			

Note:

- The bidder should attach the relevant documents as required in the RFP.
- 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. of the Client	Date of the Assignment	Details of the assignment done for the client with Project name and specification etc.
1			
2			
3			
4			

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

Date:

Place:

Signature:

Name:

Designation Organization Name

Seal of the organization: