

NATIONAL LAW INSTITUTE UNIVERSITY

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NOTICE INVITING TENDER

FOR

Miscellaneous Civil Works in the campus at NLIU, Bhopal.



NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL

Tender Notice- NLIU/ENGG./CivilWorks/Feb-01

Estimated Cost exclusive of Taxes (In Rs): Rs 5,00,408/-.

Online tenders are invited by the National Law Institute University for the following work as per tender specifications and bids have to be submitted online on Portal <https://mptenders.gov.in> as per the key dates in the notice published on the above website from appropriate class of contractors, registered in CPWD/MPPWD/Other State Govt. PWD under the Centralized registration system

S. No	Tender Specification Number	Particulars	Tender Fee (In Rs)	EMD (In Rs) (02% of estimated cost)	Date of Downloading the Tender Document and Last date of submission of Tender.	Due date of opening of tender*
1	NLIU/ENGG./Civil Works/Feb-01	Miscellaneous Civil Works in the campus at NLIU, Bhopal.	2360/- (incl. 18% GST)(Non-Refundable)	10,000/-	24/02/2025 to 10/03/2025	11/03/2025 15:00 HRS.

NOTE: -

- (1) Other details can be seen in the complete tender documents which shall be made available on e-portal <https://mptenders.gov.in> and www.nliu.ac.in/tenders and can be downloaded from the portal.
- (2) Tender documents can be submitted only online from e-portal <https://mptenders.gov.in>. Details of tender document is also visible on the website www.nliu.ac.in/tenders
- (3) The bid data should be filled online and the documents which are to be uploaded by the bidders should be submitted online within time schedule (Key Dates).
- (4) The relevant portion of tender which tenderer have to fill online would be available on above website as per date mentioned in the tender document. The university reserves the right to reject any or all the tender or accept any tender in full or part as considered advantageous to the university, whether it is lowest or not, without assigning any reason whatsoever it may be.
- (5) Since the online bidders are required to sign their bids online using class III Digital Certificates only, hence they are advised to obtain the same at the earliest. Bidders intending to participate in the Tender are required to get themselves trained on the e-Procurement System of MP Tender.
- (6) The bidders are required to invariably upload the documentary evidence of submission of **EMD/TENDER COST in Envelope- A** without which online offer i.e. **Envelope-B (Technical Bid) & Envelope-C (Financial Bid)** shall not be opened.
- (7) No offer will be accepted without valid Earnest Money Deposit. If on opening of tender, it is revealed that EMD amount is inadequate/ any other discrepancy is noticed, the offer shall be rejected.
- (8) The corrigendum or addendum to the bidding documents, if any, as well as any change in due date(s) of opening of tender will be published on the website: <https://mptenders.gov.in>. & also on university website <http://www.nliu.ac.in> and will not be published in newspapers. Hence, participant bidders are advised to regularly visit the websites for latest information in this regard. The university shall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due dates.
- (9) No physical submission of Bid is required. The date of opening of Technical Bid shall be the date of opening of tender for all the purpose.
- (10) If any of the above happen to be a holiday, the next working day will be the due date.



Online Item Rate Tenders are invited from the contractors who are registered in CPWD/MPPWD/ Other State Govt. PWD in the appropriate class for the work of **Miscellaneous Civil Works in the campus at NLIU, Bhopal.**

Cost of Tender Document is **Rs. 2,360/-(Non-refundable)** including GST @18% which should be deposited electronically. Tender Documents without 'Cost of Tender Document' will be summarily rejected. Tender Documents without requisite EMD will be summarily rejected.

The Contractors who fulfil the following requirements and as stipulated in the Technical Bid form shall be eligible to apply and should submit duly stamped and certified copies of relevant document in support of the same with the Technical Bid (failing which the tender shall be rejected). If any of the certificates is found forged/fabricated or false, the tenderer would stand disqualified and his EMD would be forfeited without prejudice to any legal action. If the contractor would fail to submit the required documents as stated above the tender of the contractor shall be rejected without any discussion further in the matter.

1. The bidder must have completed similar nature of work in any central/state/PSUs/department & Autonomous bodies/similar level highly reputed organisations:

01 work of 80% of the estimated cost

or

02 work of 50% of the estimated cost

or

03 work of 40% of the estimated cost.

2. The agencies must have enclosed self -attested copy of PAN Number.
3. The agencies must have enclosed self -attested copy of GST Number.
4. Undertaking by the agency on Rs. 100/- Non- Judicial Stamp Paper that he is not blacklisted in any state/central government/department/organisations

The tender document (consisting of a schedule of quantities of various types of items to be executed, the set of terms and conditions of the contract and other documents, if any) can be downloaded from the university website www.nliu.ac.in/tenders or www.mptenders.gov.in. *The University shall not be responsible for any delay/difficulties/inaccessibility of downloading facility for any reason whatsoever. In case of any discrepancy between the documents downloaded from the internet. No claim on this account will be entertained.*

Tender should be submitted as per the prescribed format within the specified date and time failing which the offer shall be summarily rejected. **Bid Validity period is 90 Days** from submission of bid. Bid will be opened on **at 03:00 pm**. The University reserves the right to reject any tender without assigning any reason thereof.


Registrar
On behalf of NLIU, Bhopal



NOTICE INVITING TENDER

The Registrar on behalf of NATIONAL LAW INSTITUTE UNIVERSITY invites online tender for the work of **Miscellaneous Civil work in the campus at NLIU, Bhopal.**

Tenders not properly filled, mutilated, with incorrect calculations or generally not complying with the conditions will be rejected.

Tenderers should quote their rates exclusive of GST in figures.

ACCEPTANCE PERIOD

The tender shall remain valid for acceptance for a period of 90 days from the date of opening of tender which period is extendable by tenderer. If desired by the University.

SITE INSPECTION

Every tenderer is expected to inspect the site of the proposed work before quoting his rates. He must also go through all the site conditions and drawings and documents, if any.

SCHEDULE OF QUANTITIES

A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the Employer do not accept any responsibility for the correctness or completeness of the schedule, in respect of items and quantities and this schedule is liable to alterations by omissions, deductions or additions at the discretion of the Employer without affecting the terms of the contract. The Employer reserves the right to completely delete any item from the scope of the work without affecting the terms of the contract for which tenderer would not be entitled for any compensation at any stage of the work.

CONTRACTORS' RATES

The contractors' rates must include the cost of transportation of material to the site, etc. and the fixing and placing in position for which the items of work is intended to be operated.

ALTERATIONS IN N.I.T.

The tenderer in the Notice Inviting Tenders shall make no alterations. Instructions to the contractors, Contract Form, Conditions of the Contract and Specifications, and if any such alterations are made or any special condition attached, the tender is liable to be rejected.

SITE SUPERVISION

The work shall be carried out under the direction and supervision of the Employer at site. On accepting the tender, the contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work on day-to-day basis.

The NLIU at site shall have access to the workshops of the successful tenderers so as to ensure themselves of the quality of material and workmanship.

QUALITY

The Employer decision with regard to the quality of the material and workmanship will be final and binding, any material rejected by the Employer shall be immediately removed by the contractor from the site.



COMMENCEMENT OF WORK/PERIOD OF COMPLETION

The Contractor shall commence work on site next day from the date of issue of the work order. This date shall be considered as the date of Commencement of the said work.

Time is the essence of the contract. All works as per this tender will be completed within 30 days from the date of commencement in a manner as decided by the Employer.

DEFECTS LIABILITY PERIOD

Any defects developed within 'Defect Liability Period' of 01 years from the actual date of completion, will have to be rectified by the contractor. In case of failure to do so, the NLIU shall get the rectification work done by other agency at the risk and cost of the contractor. The Contractor immediately on receipt of written notice shall take the rectification of such defects from the NLIU and such defects may extend "liability period".

CONTRACT SIGNING

After acceptance of the tender, the tenderer shall sign the necessary contract papers within 10 days of the intimation, expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor. In case of delay the 'Earnest Money' shall be forfeited and the tender cancelled or the contract enforced as per terms of the tender and the tenderer shall thus be bound even though the formal agreement has not been executed and signed by the tenderer.

EMD

- (a) EMD of Rs. 10,000/- (Rupees Ten Thousand only) to be submitted at the time of submission of Tender. The tender received without EMD or EMD is not in prescribed form as specified in NIT shall be rejected. The EMD shall be refunded to the unsuccessful tenderer. The EMD of successful tenderer shall be adjoined against Retention Money.
- (b) Security Deposit: Security Deposit @ 5% shall be deducted from the bill and will be released after completion of defect liability period
- (c) The Security Deposit/EMD/Performance guarantee amount shall not bear any interest.

PAYMENTS

Only one bill shall be prepared and produced by the contractor for the work, based on the measurement by the contractor, which would be verified by the Employer.

LIQUIDATED DAMAGES

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be deemed to be the essence of the contract on the part of the contract and shall be reckoned from seventh day after the date on which the order to commence the work issue to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractors shall pay as compensation calculated at the rates stipulated below or such smaller amount as the Employer whose decision in writing shall be final may decide on the amount of tendered value of the work for every complete day/week (as applicable) that the work remains uncompleted or unfinished after the proper dates.

- i) Completion period (as originally stipulated) not exceeding one week@ 1% per day.
- ii) Completion period (as originally stipulate) exceeding one week@ 1% per week.
- iii) The max. Limit of L.D. shall be 10% of the contract value.



WATER AND ELECTRICITY

The Contractor at his own expense shall arrange water and Electricity. If arranged by the Employer the same shall be supplied at one point only, and contractor shall make his own arrangements for distribution lines required for the work. Recovery for the same shall be made at 1% (½% for water and ½% for electricity) of the bills. In case of failure of power, the contractor shall have alternate arrangement (DG Set etc.) to keep the work in progress at his own cost and Employer will not take any responsibility for the same.

ESCALATION

No escalation on labour, material or any other statutory levy/tax will be paid to the contractor during the duration of the project. No alteration in this clause will be acceptable.

QUALITY OF CONSTRUCTION & BRAND OF MATERIAL

The Employer would be free to get the quality of material/ construction inspected by his own expert(s) from time to time and adverse report, if any, will be placed before the expert committee appointed by the Employer. In case the samples of the material are proved sub-standard as per specifications, the penalty whatsoever is proposed to be imposed by the expert committee should be acceptable to the contractor.

The Contractor will use all 'Brand/Quality' material and the Contractor in his tender will specify it.

In case specified Branded material is not available in market temporarily any time during the construction, alternatively equally good quality of branded material proposed as per relevant to be BIS Code to be used will be got approved by the Employer before the same is used.

WORK TAX

Payment of works contract tax to the relevant Authority shall be the responsibility of the Contractor. If the Contractor fails, the amount at the approved rate will be deducted by the Employer from the payments to be made to the Contractor from time to time and will be duly deposited by the Employer with the concerned department.

GST

The agency has to quote the rate of items exclusive of GST. 18% GST will be calculating on the total of the rates quoted.

SUPPLIER / LABOUR PAYMENT

The Contractor shall pay to its Suppliers/ Labourers within reasonable time fixed with them. The Employer shall not be responsible during the period of Contract or after completion of Project for Contractors liabilities towards Suppliers/Labourers. In case, if Contractor fails to pay to the Suppliers/Labourers, the Employer reserve the right to pay the same said amount to the Suppliers/Labourers after due verification and recover the same from the amount due/payable to the Contractor.



SUMMARY OF VARIOUS CLAUSES

- | | |
|---|--|
| 1. Defects Liability period | : 01 years |
| 2. Period of final measurements and Valuation | : as per condition of contract |
| 3. Date of commencement | : next days from the date of issue of work order. |
| 4. Period of completion | : 30 days |
| 5. Liquidated damages | : as per condition of contract |
| 6. Running Bill Payments | : as per condition of contract of the contract, on production of bill by contractor, verified by Engineer. |
| 7. Earnest Money Deposit | : Rs. 10,000/- (Rupees Ten Thousand Only). |
| 8. Security Deposit | : 05% of the certified gross value of Bill. |



DEFINITIONS AND INTERPRETATIONS

DEFINITIONS

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) Employer means NATIONAL LAW INSTITUTE UNIVERSITY, or his/her Authorized Representative.
- b) Contractor shall mean the successful tenderer to whom the contract has been awarded.
- c) Contract, shall mean and include the following:
 - i) Notice Inviting Tender
 - ii) Tender Form
 - iii) General Conditions of Contract
 - iv) Specifications
 - v) Schedule of Quantities
- d) Site, shall mean the actual place of work in, over or under which work is to be done, allotted by the Employer for materials or labour or both.
- e) Work, of the contractor shall mean and include materials or labour or both.
- f) Contract Price, shall mean the sums referred to in the formal agreement, if any or the work order.

ASSIGNMENT AND SUB-LETTING

Assignment

The contractor shall not assign the contract or any part thereof or any benefit or therein or there under.

Sub-letting

The Contractor shall not sub-let the whole of the contract. The contractor shall not sub-let any part of the works, if given, shall not relieve the contractor from any liability or obligation under the contract and the contractor from any shall responsible for the acts, defaults and neglects of the sub-contractor, his agents, employees or workmen as fully as if they were the acts defaults or neglects of the contractor or his agents, servants, or workmen.

GENERAL OBLIGATIONS

1 INSPECTION OF SITE ETC. BEFORE SUBMISSION OF TENDER

The contractor shall inspect and examine the site and its surroundings, and shall satisfy himself before submitting his tender, as to the nature of the ground, form and nature of the site, the quantities and nature of work and materials required for the completion of the works, the means of access to the site, the local labour conditions, the accommodation he may require and in general shall obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. Contractor would make all arrangement for access to site for transportation of building material up to required place. University will not take any responsibility in this regard.

2 SUFFICIENCY OF TENDER

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced Schedule of



quantities and the Schedule of rates and prices, if any. The tender rates and prices shall cover all his obligations under the contract and all matters and things necessary, or the proper completion and maintenance of the works.

3 CLARIFICATIONS BEFORE SUBMITTING TENDERS

Should the contractor notice any discrepancy or error in the statement made, or quantities or units shown against items, he shall immediately bring to the notice of the authorities and obtain the clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the tender, failing which the Employer shall have the right to ask the contractor to execute the work according to the statement made or quantities or units shown in the tender, without any compensation.

4 RATES QUOTED FOR FINISHED WORK

The rates quoted in the tender by the contractor must be for the finished work as per the drawings and specifications.

5 LOCATIONS OF WORK

Unless specifically mentioned in the item, the work described therein may be at any location or elevation.

6 The tender shall remain open for acceptance for a period of 90 days from the date of opening of the tender.

7 COMMENCEMENTS OF WORK

The contractor shall commence the work at site, immediately as being advised by the Employer of the acceptance of the tender and shall proceed with the same with due expedition. It is again mentioned that time is the essence of contract, which has to be adhered to strictly.

8 PROGRAMMES OF WORK

Soon after the award of contract, the Contractor shall submit to the Employer for his approval a programme to match with the planned completion of the whole job showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Employer representative furnish further detailed programmed and particulars in writing of the contractor's arrangements for carrying out the works and of the construction plant and temporary works which the contractor intends to supply, use or construct as the case may be. The submission to and approval, if any, by the Employer or his Representative of such programs or particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

10 REMOVALS OF WORKMEN

The Employer/Architect shall be at liberty to and require the contractor to remove forthwith from the work any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Employer misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Employer/Architect to be undesirable and such person shall not be again employed upon the work without the written permission of the Employer/Architect. The contractor shall replace any person so removed from the works without delay by a competent substitute approved by the



Employer/Architect. Misconduct of Employee of the contractor /poor workmanship shall be a valid reason for suspension of the contract by NATIONAL LAW INSTITUTE UNIVERSITY and in that case, no compensation of whatsoever nature shall be paid to the contractor.

11 COMMUNICATIONS TO BE IN WRITING

All references, communications, correspondences made by the Employer and their representative or the contractor concerning the works shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognized.

12 OCCUPATION AND USE OF LAND

The contractor shall occupy no land, building belonging to or in the possession of the Employer. The contractor shall not use, or allow to be used, the site for any purpose other than that for executing the works.



13 CONSTRUCTIONS OF SITE SHED

Any site shed proposed to be temporarily constructed by the contractor for his office work, storage of materials etc. shall conform to the standard sketch, or to the plan approved by the Employer/Architect. Permission for the construction of such shed shall be obtained in writing.

14 MATERIALS, TOOLS AND PLANT

The contractor shall supply all materials required for the execution of the works other than those mentioned in the Notice Inviting Tender. Materials so supplied shall have the approval of the Employer before using on the works. All the rejected materials shall be removed at once from the site of work at the contractors' own cost. The contractor shall supply all tools, tackles, and equipment like compressors, concrete mixers, vibrators, pumps, welding or pneumatic tools, tar boilers etc. required for the execution of the works.

15 TOLLAGES ETC.

The contractor shall pay all tollages and other royalties, rent and other payments or compensations, if any, of for getting stone, gravel, sand, clay and all other materials required for the works. Contractors would settle all such payments with the local authorities. In case any demand is raised for such non-payment by any of the state authorities it would be recovered from their dues and paid to the authorities concerned.

16 SETTING OUT

The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions, and alignment of all parts of the works and for the provision of all necessary instruments, appliances, and labour in connection there with. If any time during the progress of the works any error shall appear or arise in the position, level, dimensions or alignment of any part of the works, the contractor on being required so to do by the Employer shall at his own cost rectify such error to the satisfaction of the Employer/Architect. The checking of any setting out or of any line or level by the Architect or his representative shall not in any way relieve the contractor of his responsibility for the correctness thereof. The contractor shall provide all necessary instruments, appliances, and labour required by the Architect or his representative for checking, if any, of the setting out. The contractor shall carefully protect and preserve all benchmarks, site levels, pegs and other things used in setting out the works. The rates quoted for the work shall also include the cost of all reference and level pillars and their dismantling when no longer required.

17 DAMAGE TO PERSONS AND PROPERTY

The contractor shall indemnify and keep indemnified the Employer/Architect against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.

18 CO-OPERATION WITH OTHER AGENCIES

The contractor shall co-operate with the work of other agencies or contractors that may be employed or engaged by the Employer/Architect and as far as it relates to the contractors' work. The sequence of work shall be so arranged that the work of other agencies is also in progress simultaneously.



SITE TO BE KEPT CLEAR

The surplus spoil and dismantled debris shall be removed to a place as directed by the Employer and stacked, levelled and dressed as directed without any additional cost.

CONFLICT IN MEANING BETWEEN SCHEDULE OF RATES AND SPECIFICATIONS

In case of any inconsistency between the General conditions of contract and the special conditions, the special conditions of contract shall have precedence over the General Conditions.

WORK TREATED AS COMPLETE

The works shall not be treated as complete until,

- i) The site is clear from all materials, site shed etc. and the Employer is satisfied with the job done by the contractor or his representative.
- ii) The contractor has submitted the reconciliation statement regarding the stores received from the Employer, and all the surplus and salvaged materials are returned to the Employers' stores, and the Employer has agreed to the same.
- iii) All equipment, tools plants etc. taken from the Employer has been returned by the contractor.
- iv) Any other material, taken on loan/transfer from other agency has been returned by the contractor.
- v) All power and water supply connections taken for the execution of the works have been disconnected by the contractor.
- vi) Rectification of any damage done by the contractor to the work executed have been satisfactorily done by the contractor.

TAKING OVER

After completion of works or any substantial part of the works before the completion of the whole of the works, the contractor shall notify the Employer/Architect in writing, who within 15 days of receipt of the said notice shall give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the Employer/Architect and occupied or used by the Employer/Architect or refuse to issue the same stating the reasons thereof in writing. When any such certificate is given in respect of a part of the works, such part shall be considered as completed for the purpose of taking over and computation of the period of maintenance of such part, that is, such period shall commence from the date of completion of such part of the works as certified. The works in whole or part shall not, however, be treated as completed for the purpose of other relevant Clauses hereof unless and until the provisions of Clause 7.5 hereof are fully complied with.

ALTERATIONS, ADDITIONS, AND OMISSIONS:

VARIATION:

The Employer/Architect shall be entitled to make any variation of the quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the contractor to do and the contractor shall do any of the following:



- a) Increase or decrease the quantity of any work/whole work up to plus-minus 20% included in the contract.
- b) Omit any such work.
- c) Change the character or quality of kind of any such work.
- d) Change the levels, lines, position and dimensions of any part of the works and,
- e) Execute additional work of any kind necessary for the completion of the works, and no such variation shall in any way initiate or invalidate the contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

ORDERS FOR VARIATIONS TO BE IN WRITING

No such variation shall be made by the contractor without an order in writing of the Employer/Architect, provided that no order in writing shall be required for increase or decrease in the quantity of any item of work where such increase or decrease is the result of the actual quantities exceeding or being less than those stated in the Schedule of quantities which are estimates. In such cases, the contractor shall be paid only for the actual quantity of work done as certified by the Architect at the accepted unit item rates and no compensation shall be allowed. Provided also that if for any reason the Employer shall consider it desirable to give any such order verbally, the contractor shall comply with such order but it must be followed by confirmation in writing of such verbal order given by the Employer/Architect, which shall be deemed to be an order in writing within the meaning of this Clause.

MEASUREMENTS:

QUANTITIES

The quantities set out in the Schedule of quantities are the estimated quantities of the work. They are not to be taken as the actual and correct quantities, of the works, to be executed by the contractor in fulfillment of his obligation under the contract.

WORKS TO BE MEASURED

The Employer/Architect shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract. He shall when he requires any part or parts of the works to be measured, give notice to the contractors' authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the Employer/Architect or his representative in making such measurement, and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent, then the measurement made by the Employer/Architect or approved by him shall be taken to be the contract measurement of the work. If the contractor does not so attend to examine and agree such records and drawing, they shall be taken to be correct. If, after examination of such records and drawings, the contractor does not agree to the same or does not sign the same as agreed, they shall nevertheless be taken to be such examination, lodge with the Employer/Architect for decision notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.



METHOD OF MEASUREMENT

The works shall be measured net in accordance to IS: 1200 (all parts), notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the contract.

SPECIFICATIONS

Work shall be carried out according to latest C.P.W.D. specifications.

SETTLEMENT OF DISPUTES:

Except where otherwise provided in the contract all questions and disputes relating to meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used on the work or as to any other question, claim right matter or things whatsoever, in any way arising out of or relating to the contract design, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works, or the executions, or the failure to execute the same whether arising during or progress of the work or same whether arising during or progress of the work or after the completion or abandonment thereof shall be referred to the sole Arbitrator of the person appointed by the VICE-CHANCELLOR, NATIONAL LAW INSTITUTE UNIVERSITY at the time of dispute or if there be no VICE-CHANCELLOR, NATIONAL LAW INSTITUTE UNIVERSITY at that time, there will be no objection to any such appointment that the arbitrator so appoint is University employee, that he had to deal with the matters to which the contract relates and that in the course of his duties as University employee he had expressed views on all or any of the matters in dispute or difference. The arbitration to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason such Director as aforesaid at the time of such transfer, vacating office or inability to act shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It also a term, of his contract that no person other than person appointed by NATIONAL LAW INSTITUTE UNIVERSITY as aforesaid should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration is not possible the matter is not to be referred to arbitration at all. The arbitrator shall give reasons for the award.

Subject aforesaid the provisions of the Arbitration and conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceeding under this Clause.

It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this Clause together with the amount or amounts claimed in respect of each such dispute.

It is also a term of the contract that if the contractor (s) does do not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from University that the bill is ready for payment, the claim of the contractor(s) will be deemed to have been waived and absolutely barred and the University shall be discharged and released of all liabilities under the contractor in respect of these claims.

The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.



Name of the Work: Miscellaneous Civil Works in the campus at NLIU,
Bhopal

Name of the Firm/Agency:

S. No	Description	Unit	Qty	Basic Rate, In Rs.	Amount without GST, In Rs.
1	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including disposal of excavated earth up to 50 m lead and lift up to 1.5 m, disposed soil to be levelled and neatly dressed, All kinds of soil	Cum	20		
2	Providing and laying factory made machine pressed precast cement concrete interlocking paver block of any shape and size conforming to IS:15658- 2006 and ISI marked of 60 mm thickness, M-30 grade with grey cement and pigment all as specified. Made by block making machine with strong vibratory compaction, laid in required colour and pattern over and including 50mm thick compacted bed of stone dust, filling the joints with sand etc. all complete as per the direction of Engineer-in Charge.	Sqm	176		
3	Providing half brick masonry with well burnt open Bhatta bricks crushing strength not less than 25 kg /cm ² and water absorption not more than 20% in superstructure above plinth level and up to floor two level Cement mortar 1:4 (1 cement: 4 sand)	Sqm	9		
4	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: M-10 Nominal (Mix-1Cement:3sand:6graded stone aggregate)	Cum	5		
5	Providing and laying Granite stone flooring in required design and patterns in linear as well as curvilinear portions of the building all complete as per the architectural drawings with 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry admixed with pigment of matching shade including rubbing, curing and polishing and as directed by the Engineer-in-Charge Granite stone slab Dark Black, Dark Red, White or equivalent, Flamed Finish Granite	Sqm	51		
6	Dismantling tile/ Kota stone/ Marble / Granite work in floors/walls and roofs laid in cement mortar including stacking material and disposal of same outside the university premises. For thickness of tiles 10 mm to 25 mm.	Sqm	51		
7	Painting Steel work with Deluxe Multi Surface Paint to give an even shade. Two or more coat applied @0.90 ltr/10 sqm over an under coat of primer applied @ 0.80 ltr/ 10 sqm of approved brand or manufacture.	Sqm	50		
8	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	sqm	1000		



9	Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade including scaffolding: One or more coats on old work.	sqm	500		
10	Finishing walls with textured exterior paint of required shade including scaffolding complete in all respect.: Old work (Two or more coats on existing cement paint surface applied @ 3.28 ltr/10 sqm.	sqm	1300		
11	Providing and fixing stainless steel English (Capital) letters in standard pattern bellow type made with 1.20 mm thick stainless steel (ASI Grade- 304) Depth of letter shall not be less than 30mm and rate includes welding/soldering of joints polishing, buffing and fixing on the wall, plate and beam surface at any height with necessary nut and bolts/fastener wherever is required complete as per direction of Engineer-in Charge. NLIU STUDENT BAR ASSOCIATION	750 cm per letter per cm height	750		
12	Painting wood work with Deluxe Multi Surface Paint of required shade. Two or more coat applied @0.90 ltr/10 sqm over an under coat of primer applied @0.75 ltr/ 10 sqm of approved brand or manufacture	Sqm	30		
	TOTAL				
	GST@18%				
	GRAND TOTAL				

