NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL

Tender Enquiry Number: NLIU/Engg./Boundarywall/Oct-01 Dt.:

E-TENDER NOTICE ON MP-TENDER

FOR

Name of the work: Re-construction of Boundary Wall in the Premises

AT

NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL

NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL
Kerwa Dam Road, Bhopal-462044 Email: nliu@nliu.ac.in
Contact us: +91-755-2696965/970 Fax: 2696724

NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL

Tender Notice- NLIU/ENGG./Boundarywall/Oct-01

Estimated Cost exclusive of Taxes (In Rs): Rs 8,18,423/-.

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)	Date of Downloading the Tender Document and Last date of submission of Tender.	Due date of opening of tender*
1	**NLIU/ENGG. /Boundarywall/Oct-01**	Re-construction of Boundary Wall in the Premises at NLIU, Bhopal.	3,540/- (incl. 18% GST) (Non-Refundable)	41,000/-	**28.10.2026** 11.11.2026.	**12.11.2026**

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 Ill 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) The Tender document will be available on the portal on or before from **28/10/2026 to 11/11/2026 upto 15:00 Hours.** The interested bidders are advised to regularly visit the portal for purpose

(11) 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 **Re-construction of Boundary Wall in the Premises at NLIU, Bhopal.**

Cost of Tender Document is **Rs. 3,540/-(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.

   Note: Agency has to enclose the completion certificate in support of his technical eligibility.
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.
5. The bidder should have had average financial turnover (gross) of at least 50% of the estimated cost, during the immediate last three consecutive years. Certificate certified by the Chartered Accountant (Scanned copy of certificate from CA Sheet) are to be uploaded.
6. The agency must have registered in CPWD//MPPWD/Other State Govt. PWD under the Centralized registration system. The agency must have enclosed the registration certificate.

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 **12.11.2026 at 03:00 pm**. The University reserves the right to reject any tender without assigning any reason thereof.

27/10/2026

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 **Re-construction of Boundary Wall in the Premises 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 mandatory 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 45 days from the date of commencement in a manner as decided by the Employer. The Agency shall execute the work as per CPWD specification and approved make shall be as per CPWD.

DEFECTS LIABILITY PERIOD

Any defects developed within `Defect Liability Period' of 03 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. 41,000/- (Rupees Forty-One 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 refunded after completion of work. The agency shall submit the Bank Guarantee of nationalised bank @ 5% after completion of work and the same will be released after completion of Defect Liability Period for 03 years.

(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 uncommented 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 sha be supplied at one point only, and contractor shall make his own arrangements for distribution lines required for th work. Recovery for the same shall be made at 1% (½% for water and ½% for electricity) of the bills. In case c

failure of power, the contractor shall have alternate arrangement (DG Set etc.) to keep the work in progress at hi 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 duratio 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 tim to time and adverse report, if any, will be placed before the expert committee appointed by the Employer. In cas the samples of the material are proved sub-standard as per specifications, the penalty whatsoever is proposed to b 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 constructio alternatively equally good quality of branded material proposed as per relevant to be BIS Code to be used will b 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. It th Contractor fails, the amount at the approved rate will be deducted by the Employer from the payments to be mad 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 rate quoted.

SUPPLIER / LABOUR PAYMENT

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

APPENDIX

SUMMARY OF VARIOUS CLAUSES

1. Defects Liability period	:	03 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	:	45 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. 41,000/-.
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 Employe 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 th works, if given, shall not relieve the contractor from any liability or obligation under the contract and th contractor from any shall responsible for the acts, defaults and neglects of the sub-contractor, his agent employees or workmen as fully as if they were the acts defaults or neglects of the contractor or his agent 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 programmed 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.

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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 fulfilment 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.



FORMAT FOR UNDERTAKING FOR SITE INSPECTION

To
The Registrar
National Law Institute University
Kerwa Dam Road Bhopal

I/we hereby give an undertaking for the given work as follows:

Sub: NIT No.: NLIU/Engg./Boundarywall/Oct-01 dated ..... for the work **"Re-construction of Boundary Wall in the Premises at NLIU, Bhopal."."**

I/we have inspected and examined the site and its surroundings is / are satisfied before submitting our bid as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation I/we may require and in general shall myself / ourselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect our bid. I/we shall be deemed to have full knowledge of the site whether I/we inspect it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. I/we shall be responsible for arranging and maintaining at our own cost, all other services required for executing the work unless otherwise specifically provided for in the contract documents.

Submission of a bid by a I/we implies that I/we have read this notice and all other contract documents and has made myself/our self- aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

Place:
Date:

Yours faithfully
(Signatures of Bidder(s))

To be signed by the Tenderer and same signatory competent / authorised to sign the relevant contract on behalf of NLIU Bhopal.

INTEGRITY AGREEMENT

This Integrity Agreement is made at ..... on this .....day of ..... 20.....

BETWEEN
Vice Chancellor, NLIU Bhopal,

AND
..... (Name and Address of the Individual/firm/ Company) through ..... (Hereinafter referred to as the (Details of duly authorized signatory)

"Tenderer/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. .....) (hereinafter referred to as **"Tender/Bid"**) and intends to award, under laid down organizational procedure, contract for.....
(Name of work) hereinafter referred to as the **"Contract"**.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relationship with its Tenderer(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as **"Integrity Pact"** or **"Pact"**), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Tenderer(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Tenderer(s) the same information and will not provide to any Tenderer(s) confidential / additional information through which the Tenderer(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose

conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Tenderer(s)/Contractor(s)

1) It is required that each Tenderer/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Tenderer(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Tenderer(s)/Contractor(s) will not enter with other Tenderer(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Tenders or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Tenderer(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Tenderer(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Tenderer(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Tenderer(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Tenderer(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Tenderer(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent **practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**



5) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contractor its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Tenderer(s)/Contractor(s) and the Tenderer/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

i. If the Tenderer(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 day's notice to the contractor shall have powers to disqualify the Tenderer(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) **Forfeiture of Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Tenderer(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Tenderer/Contractor.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Tenderer or Contractor, or of an employee or a representative or an associate of a Tenderer or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Tenderer declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Tenderer makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Tenderer/Contractor as deemed fit by the Principal/ Owner.

3) If the Tenderer/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Tenderers/Contractors/Subcontractors

1) The Tenderer(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Tenderer/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Tenderers and Contractors.

3) The Principal/Owner will disqualify Tenderers, who do not submit, the duly signed Pact between the Principal/Owner and the Tenderer, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other Tenderers, till the Contract has been awarded.
If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, NLIU.

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

....
(For and on behalf of Principal/Owner) (For and on behalf of Tenderer/Contractor)
WITNESSES:

1. ..... 2. .....
(signature, name and address) (signature, name and address)

Place:
Date:

DRAFT AGGREMENT

AGREEMENT made this _____ day of _____ Two Thousand _____ between the NATIONAL LAW INSTITUTE UNIVERSITY Bhopal and M/s _____ (Hereinafter referred to as "The Contractor") which expression shall include his/their respective heirs, executors, administrators and assigns of the other part.

WHEREAS the University is desirous for "_____" and has caused drawings and specifications describing the work to be done and WHEREAS the said drawings as per list attached, the specifications, the priced Schedule of Quantities the conditions of tender and the conditions of contract have been signed by or on behalf of the parties hereto AND WHEREAS the contractor has agreed to execute upon and subject to the condition set forth (herein after referred to as 'the said conditions') the work shown upon the said drawings and described in the said specification and the said priced Schedule of Quantity 'at the respective rates mentioned in the priced Schedule of Quantities.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to be made to the contractor as herein after provided the Contractor shall upon and subject to the said conditions execute and complete the works shown upon the said drawing and such further detailed drawings as may be furnished to him by the said Institute and described in the said specification, and the said priced Schedule of Quantities.
2. The University shall pay the contractor such sums as shall become payable hereunder at the time and in the manner specified in the said conditions.
3. Time is the essence of the agreement. In the event of the Contractor failing to comply with this condition, he shall be liable to pay compensation as per clause 2 of the condition of the contract as decided by the competent authority of the Institute in writing which shall be final and binding on the contractor.
4. The Drawings, specifications and priced Schedule of Quantities above mentioned shall form the basis of this contract and the decision of the Director or Arbitrator or Umpire as mentioned in the conditions of the Contract in reference to all matters of disputes as to material, workmanship or account and as to the intended interpretation of the clause of this agreement or any other document attached here to shall be final and binding on both parties and may be made a rule court.
5. The said contract comprises the work above mentioned and all the subsidiary work connected therewith the same site all may be ordered to be done from time to time by the institute even though such works may not be shown on the drawings or described in the said specifications or the priced Schedule of Quantities.
6. The institute reserves the right altering the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this contract.
7. The said conditions and appendix there to shall be read and construed as forming part of this agreement and the parties here to will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions contained.
8. All other disputes and differences except as excluded by clause 2 shall be referred to arbitration as per clause 25 of the said conditions of contract. The provision of the Arbitration & Conciliation Act 1996 (26 of 1996) or any statutory modifications or reenactment thereof and of the rules made there under for the time being in force shall apply to Arbitration proceedings under this clause.

9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Bhopal and only courts in Bhopal shall have jurisdiction to determine the same.

10 The several parts of this contract have been read to us and fully understood by us. In witness whereof the parties hereto have set their respective hands the day and the year herein above written.

Registrar

For and on behalf of NLIU

In the presence of:

1.

2. Contractor

CERTIFICATE & DECLARATION: non blacklisting of firm

(Note: To be submitted on the letter head).

It is certified that all information provided in tender form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that NLIU, Bhopal is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.

In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further NLIU, Bhopal is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future at least 1 years.

I / We assure the University that neither I / We nor any of my / our workers will do any act/s which are improper / illegal during the execution in case the tender is awarded to us.

Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my / our dealing with the Institute.

Our Firm/ Company/ Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any other Govt. Organization.

Date: Signature of the Tenderer

Place: Stamp

Name of the Work: Re-construction of Boundary Wall in the Premises at NLIU, Bhopal.

Name of the Firm/Agency: .....

BILL OF QUANTITIES

S.no	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
1	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m.	SQM	760		
2	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5m in width as well as 10 sqm on plan) including dressing of sides and ramming of bottom disposal of excavated earth, lead up to 50m and lift up to 1.5m, disposed earth to be levelled and neatly dressed. (No extra lift is payable if work is done by mechanical means) All kinds of soil	CUM	70		
	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work upto plinth level :				
3	M-10Nominal (Mix-1 Cement : 3 sand : 6 graded stone aggregate)	CUM	8		
4	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, pillars, posts, struts, buttresses, string or lacing courses,parapets, coping, bed blocks, anchor blocks, plain window sills, fillets etc. upto floor two level, excluding the cost of centering, shuttering and finishing :	CUM	30		
5	Centering and shuttering including strutting, propping etc. and removal of form work for :	SQM	250		
6	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding including cost of binding wire all wastages and overlaps, couplers (overlaps shall be provided as per requirement of IS 13920 for ductile detaling IS456 RCC Design & SP 34 Reinforcement detailing) etc.complete. (Note:- 1. Spacer bars (chairs) shall be paid separately as shown in the drawing and as per direction of engineer in charge. 2. No extra payment shall be done for overlaps and/or couplers. 3.Couplers shall be conforming to IS code on "Reinforcement Couplers for Mechanical Splices of Bars for Concrete Reinforcement - Specification") 5.16.1 Mild and medium Mild steel and M	KG	1500		
7	Brick work with well burnt chimney bricks in bulls pattern trench kiln manufactured by ghol process,crushing strength not lessthan 40kg /cm2 and water absorptionnot more than 15% in foundation and plinth i/c curing etc. complete.	cum	5		

NATIONAL LAW INSTITUTE UNIVERSITY BHOPAL

8	Brick work with well burnt 40kg chimney bricks in bulls patent /cm2 chimney trench kiln manufactured by ghol bricks in process ,crushing strength not less superstructure than 40kg /cm2 and water absorption not more than 15% in superstructure above plinth level and up to floor two level i/c curing etc. complete	cum	35		
9	20 mm cement plaster of mix :	SQM	370		
10	Structural steel work in single section fixed with or without connecting plate including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete	KG	250		
11	Fencing with barbed G.I. wire angle iron post placed fitted to at required distance embedded in cement concrete blocks,every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only andprovided with horizontal lines and two diagonals interwoven with horizontal wires, of barbed wire weighing 9.38 kgper 100 m (minimum) between the two posts fitted and fixed with G.I.staples,turn buckles etc. complete. (Cost of posts,struts, earth work and concrete work to be paid for separately):- Payment to be made per metre cost of total length of barbed wire used.	METER	300		
12	Painting Steel work with Deluxe Multi Surface Paint to give an even shade. One or more coat applied @0.70 ltr/10 sqm.	SQM	100		
13	Providing and laying nonpressure NP2 class (light duty)R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 sand) including testing of joints etc. complete :250 mm dia. R.C.C. pipe	METER	20		
14	Random rubble masonry with hard stone in superstructure aboveplinth level and upto floor two level, including leveling up with cement concrete 1:6:12 (1 cement : 6 sand : 12 graded stone aggregate 20mm nominal size) at window sills, ceiling level and the like.Cement mortar 1:6 (1cement: 6sand)	cum	25		
	TOTAL				