

BID DOCUMENT

Category- 01 : Photocopying Services

Providing and Facilitating Photocopy, Printing and Binding services



NATIONAL JUDICIAL ACADEMY

P.O. Suraj Nagar, Bhadbhada Road, Bhopal, 462044 (MP)

Telephone (EPABX) – 0755-2432500, Fax: 0755-2696904



NATIONAL JUDICIAL ACADEMY

Category- 01: Photocopying Services

Providing and Facilitating Photocopy, Printing and Binding Services

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NATIONAL JUDICIAL ACADEMY
P.O. Suraj Nagar, Bhadbhada Road, Bhopal, 462044
Tel- EPABX – 0755- 2432500, Fax- 2696904

INVITATION FOR BID

Bid No. : NJA/Admin/Services-01/2017/10/

Date: 15/10/2017

The National Judicial Academy invites bids from experienced contractors/agencies for the following service.

No.	Name of services	Cost of bid document (In Rs.)	Bid Security (In Rs.)
1	Providing and Facilitating Photocopying, Printing and Binding services.	2,000/-	81,850/-

Bid document can be obtained by the prospective bidders on payment in cash or through e-payment or through Demand Draft in favour of “**National Judicial Academy**” payable at Bhopal from the Academy up to **06/11/2017 till 11:30 hours** during working hours or can be downloaded from our website. Bid must be delivered to Academy on or **before 14:30 hours on 06/11/2017**. For tender documents and other detail, please visit www.nja.gov.in or www.tenders.gov.in or www.eprocure.gov.in.

Director
National Judicial Academy



NATIONAL JUDICIAL ACADEMY

P.O. Suraj Nagar, Bhadbhada Road, Bhopal, 462044 (MP)

Telephone (EPABX): 0755-2432500, 2696904(Fax), Website: www.nja.gov.in, E-mail: njabhopal@nja.gov.in

Bid No. : NJA/Admin/Services-01/2017/10/

Dated: 15/10/2017

INVITATION FOR BIDS- PHOTOCOPYING SERVICES

Sealed Bids are invited from experienced professional Photocopy, Printing and Binding service agencies for Providing and Facilitating Photocopying, Printing and Binding services as per the requirement indicated in the Bid document on Annual Contract Basis.

Name of work	Bid Security	Cost of bid document	Period of Contract
Providing and Facilitating Photocopying, Printing and Binding services	Rs. 81,850/- in the form of e-payment or Account payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, or Bank Guarantee from any of the commercial bank, in favour of "National Judicial Academy" payable at Bhopal	Rs. 2,000/-	For a period of two years

Interested party may obtain the Bid Document on payment of cost of bid document from the office of the undersigned up to **11:30 hours on 06/11/2017** during working hours or download the same from web site www.nja.gov.in or www.tenders.gov.in or www.eprocure.gov.in. (Academy observes Wednesday as weekly off and Tuesday as Half day). The bid must be submitted on or before **14:30 hours on 06/11/2017**. The bids shall be opened on **06/11/2017 at 15:00 hours** in presence of the bidder's representative who chooses to attend at the office of Registrar (Administration), National Judicial Academy, Bhopal. The Employer has the right to reject any or all Bids without assigning any reason(s).

Director
National Judicial Academy

INFORMATION TO BIDDER FOR OBTAINING BID DOCUMENT

1. Bid document can be purchased by the prospective bidder on payment of Rs. 2,000/- through Demand Draft/cash/e-payment in favour of "National Judicial Academy" payable at Bhopal from the office of the Registrar (Administration), National Judicial Academy **up to 06/11/2017 till 11:30 hours** Bid Documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs. 200/-. The Academy will not be responsible for any postal delay, in the delivery of the document or non receipt of the same.
2. Bid must be delivered to National Judicial Academy **on or before 14:30 hours on 06/11/2017** and will be opened on **06/11/2017 at 15:00 hours**, in the presence of the bidders who wish to attend.
3. Other details can be seen on Bid document. Interested party may obtain the Bidding document from the office of the undersigned or download the same from our website www.nja.gov.in or Govt. websites www.tenders.gov.in or www.eprocure.gov.in.
4. The no cost of bid document shall be payable, if bid document is obtained from web site.

Director



NATIONAL JUDICIAL ACADEMY

Technical Bid

DOMESTIC COMPETITIVE BIDDING

Bid No.: NJA/Admin/Services-01/2017/10/

Date: 15/10/2017

Name of Work	Providing and Facilitating Photocopying, Printing and Binding services
Bid Security	Rs. 81,850/-
Period of sale of Bidding Document	Up to 06/11/2017 till 11:30 hours
Date and Time for Pre Bid meeting	28/10/2017 at 12:30 hours
Last Date and Time for receipt of Bids	Up to 14:30 hours on 06/11/2017
Date and Time of Opening of Bid	06/11/2017 at 15:00 hours
Place of Opening of Bid	National Judicial Academy, Bhopal
Officer Inviting Bid	Director, National Judicial Academy

Check List to be submitted along with Bid documents

<u>No.</u>	<u>Particular</u>	<u>Remark</u>
1.	Bid Security should have the validity period as mentioned under clause-15 of Section-I of the Bid document and should only be in the form of Account payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, e-payment or Bank Guarantee in prescribed format from any of the commercial bank, in favour of "National Judicial Academy" payable at Bhopal. Rs. _____ in the form of _____ valid up to _____ enclosed.	Yes/No
2.	Copies of Registration certificate under various Statutory, laws viz. PAN, GST, ESIC, EPF, Labour license etc., whichever is applicable to carry out the services, are enclosed as Annexure____. (Ref. Section-I).	Yes/No
3.	Formal forwarding letter in standard printed form addressed to the Employer	Yes/No
4.	Certificate of authentication by owner for experience of similar type of works.	Yes/No
5.	Detailed methodology indication the procedures of execution of work and schedule of completion of the work.	Yes/No
6.	Copies of original documents defining the constitution or legal status of the firm/ organization.	Yes/No
7.	Power of attorney of the authorized signatory signing the Bid.	Yes/No
8.	Total monetary value of work/supplies performed for each of the last three year.	Yes/No
9.	Whether covering letter as per Bid document along with the financial bid i.e. "Form of contractor's Bid" is enclosed. (Appendix-II).	Yes/No
10.	Whether all columns of the Bid documents are filled and signed by authorized signatory invariably or not, including each point of "Information regarding Qualification of Bidders" in Section-II.	Yes/No
11.	If required please enclose a separate sheet as per the given format of Bid document duly filled and mention the same in the appropriate column of Bid document as "Details enclosed as per annexure ____". Whether separate sheet enclosed or not.	Yes/No
12.	Statement regarding details of pending litigation and Bankruptcy is enclosed as Annexure____.	Yes/No
13.	Supporting documents to prove the financial standing is enclosed as Annexure____.	Yes/No
14.	Copies of all enclosures are self attested.	Yes/No
15.	Statement regarding correction/modification is enclosed as Annex____.	Yes/No
16.	Authorization to seek references from Banker is enclosed as Annex____. (Ref. Cl-4 of Sec.-I).	Yes/No
17.	Documentary proof for minimum required experience and value of similar type of work performance along with the list of clientele is enclosed as Annexure____(Ref. Cl.-4 of Section-I).	Yes/No
18.	The annual turnover to be shown is only for the services of Photocopying Services and value of no other services included in it. (Ref. Section-II).	Yes/No
19.	Copy of valid license to run Photocopy Services is enclosed.	Yes/No
20.	The value of work and period shown are distinctively for the service provided in the area of Photocopy Services. (Ref. Clause-4 of Section-I).	Yes/No
21.	Audited Balance Sheet/Profit & Loss Statement for the period 2014-15 to 2016-17 is enclosed as Annexure____ showing value of Photocopy Services separately.	Yes/No

<u>No.</u>	<u>Particular</u>	<u>Remark</u>
22.	Reports on the financial standing of the Bidder:- (a) Profit and loss statements. (b) Auditor's report for the past three years.	Yes/No
23.	Financial offer for two years separately quoted and submitted as Envelop-'C'	Yes/No

It is certified that I/We have enclosed all the required documents as mentioned above. Also the Bid document is duly filled and signed by me.

Seal & Signature of Contractor

Note:-

1. Please put (✓) on Yes or No, which ever is applicable.
2. Supporting documentary proof for all the above mentioned items duly self attested should be enclosed. In case the audited report for the immediate proceeding year is not complete, please enclose the provisional statement certified by self/ Chartered Accountant along with justified reason for unaudited report.

PROFILE OF ORGANISATION

Profile of the Company/Agency ;	
1.	Name of the Company/Firm/Organization :
2.	Legal status of the Firm/Organization :
3.	Registration/License no. of the firm :
4.	Name of the Principal/Head of Organization :
5.	Postal Address :
6.	Year of Establishment :
7.	Year of commencement of Business :
8.	Place of registration :
9.	Principal place of business :
10.	(Power of attorney of signatory of Bid (Attach) :
11.	<p>If registered as a Company, please indicate if copy of certificate of incorporation is enclosed. :</p> <p>(a) Furnish the name of Chairman/Managing Director</p> <p>(b) Names of Directors their occupation and address</p>
	<p>If registered as a Firm, please indicate if copy of registration enclosed? :</p> <p>(a) Furnish names of partners their occupation and addresses.</p>
	<p>If registered under Shops & Establishment, please indicate if copy of Registration with latest renewals enclosed? :</p> <p>(a) If it is a proprietary concern name and address of the Proprietor.</p> <p>(b) If Partners are there, their name and address and occupation of partners</p>
12.	<p>Is your Company/Agency carrying out any other trade/ business in addition to Photocopy Services? :</p> <p>Furnish particulars of the other trade/business carried out.</p>

Statutory Requirements	
1.	Have you registered under ESI Act? If so, enclose copy of registration. Enclose copy of latest remittance made by your Agency towards ESI. :
	ESIC Registration No. :
2.	Have you registered under Employees Provident Fund and Miscellaneous Provision Act? If so, enclose copy of Registration. Enclose copy of latest remittance made by your Agency towards EPF. :
	EPF Registration No. :
3.	Have you registered under G.S.T Act.? If so, enclose copy of Registration. Enclose copy of latest remittance made by your Agency under the Act. :
	Goods & Service Tax Registration details :
4.	Have you registered with State/Central Labour Authorities. If so, enclose copy of registration. :
	Labour License No. :

General Details	
1	Telephone No.(s) :
2	Mobile No.(s) :
3	Fax No. :
4	E -mail :
5	Web site :
6	Please provide the details of Permanent Account Number of the agency issued by the Income Tax Authorities. :

I certify that all the information furnished above is true to my knowledge. I have no objection to NJA verifying any or all the information furnished in this document with the concerned authorities, if necessary. I also certify that I have understood all the terms and conditions indicated in the Tender document and in agreeing for the same, I am signing this document as an authorized signatory in the capacity of _____.

Date: ____/____/ 20__

Place: _____

Signature: _____

Name: _____

Designation: _____

Agency Address: _____

Seal of the Company



SECTION-I : INSTRUCTIONS TO BIDDERS (ITB)

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SECTION -I : INSTRUCTIONS TO BIDDER (ITB)

A- GENERAL

1. Scope of Bid

- 1.1 The National Judicial Academy (referred to as Employer in these documents) invites bids for the Providing and Facilitating Photocopy, printing and binding service (as defined in these documents and referred to as “service/ services “or “the work / Services”) detailed in the table given in IFB on rate contract basis for a period of two years.
- 1.2 The successful bidder will be expected to provide the services during the specified contract period on biannual contract basis (or extended period on mutual consent) as described in the contract data.
- 1.3 The contract is for a period of two years, subject to it being renewed at the end of first year on the basis of the satisfactory performance of the agency/party. Further the employer may extend the contract period beyond two year on mutual consent with the contractor on completion of satisfactory service of the second year of contract.
- 1.4 The general contract data, character and the scope of the work is illustrated and defined by the Specifications and the Bill of Quantities here with attached and as shown in the Contract data.

2. Source of Funds

- 2.1 The Employer is a society funded by the Government of India and has sufficient funds in Indian currency for execution of the Services.

3. Eligible Bidders

- 3.1 The Invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause-3.5 and 4.3 of this section.
- 3.2 All bidders shall provide in Section-II, Forms of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.
- 3.3 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause-34.
- 3.5 Eligibility Criteria
 - (a) The Bidder must have experience on similar Services (Photocopy, binding and printing service) executed during the last 2 years. Details like monetary value, list of clientele, proof of satisfactory completion should be submitted for establishing eligibility.
 - (b) Documentary evidence of adequate financial standing.
 - (c) The agency should be capable of giving high quality and efficient services and should have at least three digital photocopier machines.

4. Qualification of Bidder:

- 4.1 All bidders shall provide in Section – II qualification information in prescribed format regarding average annual turnover (AATO), experience in similar work (Photocopy, printing and binding), details of key personnel, office / training establishment and equipments and a preliminary description of the proposed work method and schedule including drawing and charts, as necessary.
- 4.2 All bidders shall include the following information and documents with their bids in Section-II which ever is applicable to carry out the proposed work.

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total monetary value of their works performed for each of the last three years;
 - (c) experience in Services of a similar nature and size for each of the last three years, and details of Services under way or contractually committed; and Employers who may be contacted for further information on those contracts;
 - (d) major items of equipment for the photocopy work etc. proposed to carry out the Contract;
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;
 - (g) evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources)
 - (h) authority to seek references from the Bidder's bankers;
 - (i) Photocopy of Permanent Account Number (PAN)
 - (j) Photocopy of registration of Goods & Service Tax.
 - (k) Shop & Establishment Registration.
 - (l) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- 4.3 To qualify for award of the contract, each bidder in its name should have in the last three financial years.
- (a) Possess an establishment/shop within the limit of Bhopal city having minimum 3 digital photocopier machines to carry on the business of Photocopy and binding service. Agency should have a minimum experience of 2 years in executing the similar type of services.
- Or
- The agency should be a manufacturer or authorised channel partner of reputed manufacturer of digital photocopier with minimum 2 years experience in executing similar types of services.
- (b) The Agency should be registered with appropriate govt. body.
 - (c) The turnover of such Bidder must have been at least Rs.10.00 lakhs in each of preceding two financial years. The average turnover for last three years is to be duly supported by annual audit reports and Income Tax Return. The list of Clientele with minimum volume of work of Rs. 5.0 lacs and above per annum be also submitted.
- 4.4 To qualify for the contracts for which bid is invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the qualifying criteria for the individual contracts.
- 4.5 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.
- 4.6 The bidder should, however, undertake their own studies and furnish with their bid a detailed methodology supported with equipment & manpower planning and its deployment duly supported with broad calculations and quality control procedure proposed to be adopted, justifying their capability of providing such services over the contract period.
- 4.7 The average turnover for last three years is to be submitted in form Tech-3 duly supported by annual audit reports. If audited report of financial year 2016-2017 is not yet ready turn over certified by CA is acceptable.
- 4.8 Even though the bidder meet the above qualifying criteria, they are subject to be disqualification if they have;
- (a) Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
 - (b) Record of poor performance such as abandoning the works, not properly completing/ performing the work, inordinate delay in completion, litigation history, or financial failure etc.

- (c) In the case of any agency that have previously provide to NJA, such services, should have provided it satisfactorily in the sole opinion of NJA, failing which the bid can summarily be rejected.

5. One Bid per Bidder

- 5.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

- 6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7. Site visit

- 7.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Services. The costs of visiting the Site shall be at the Bidders' own expenses.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

- 8.1 The Works and services required, procedure, methodology and contract terms are prescribed in bidding documents listed below and addenda issued in accordance with Clause-10.
- i. Invitation for Bid (IFB)
 - ii. Instruction To Bidders – Section – I
 - iii. Qualification Information- Section -II
 - iv. General Conditions of Contracts - Section - III.
 - v. Contract Data – Section -IV
 - vi. Specifications of Services of Work & Special Conditions of Contract –Section – V.
 - vii. Area of Scope & Schedule of Requirement -Section –VI
 - viii. Bill of Quantities/Financial Bid and Forms of Bid – Section - VII
 - ix. Form of Securities – Section - VIII
- 8.2 Bidding Documents supplied should be completed and returned with the bid.
- 8.3 The bidder is expected to examine all the instructions, forms terms and specifications in the bidding documents. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

9. Clarification of the Bidding Documents

- 9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing. The Employer will respond to any request for clarification that he received earlier than 7 days prior to the dead line for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

9.2 Pre-bid meeting

- (a) The bidder or his official representative is invited to attend a pre-bid meeting which will take place in the Office of the Registrar (Administration), National Judicial Academy, on date & time specified in Contract Data, to clarify issues, if any on any matter that may be raised at that stage.
- (b) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- (c) The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.
- (d) Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer

exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

(e) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 10.3 To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

C. PREPARATION OF BIDS

11. Language of the Bid

- 11.1 All documents relating to the bid shall be in English language.

12. Documents comprising the Bid

- 12.1 The bid submitted by the bidder shall comprise the following:
 - a) **Technical Bid**
 - i. Complete set of bid documents as sold/ downloaded, duly filled in and signed on all pages and at different places as required of the tender documents, comprising of all information relating to AATO, experience, personnel and equipments and methodology.
 - ii. Bid security.
 - iii. All other document listed in Section-I except the priced Bill of Quantities. i.e. except Section-VII
 - b) **Financial Bid** – Comprising of priced Bill of Quantities i.e. Section-VII.

13. Bid Prices

- 13.1 The contracts shall be for the whole works as described in Sub Clause 1.1 based on the priced Bill of Quantity (BOQ) submitted by the bidder.
- 13.2 The bidder shall fill in rates / prices or offers for all items of the Works described in the Bill of Quantities.
- 13.3 All duties, taxes and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- 13.4 The rates and prices quoted by the bidder shall be fixed for the whole duration of the service contract and shall not be subject to adjustment on any account.
- 13.5 The items for which no rate or price is entered by the bidder will not be paid for by the Employer when it is executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 13.6 Correction, if any, shall be made by crossing out, initialling, dating and rewriting.

14. Bid Validity

- 14.1 The Bid shall remain valid for the period not less than 120 days after the last date of bid submission.
- 14.2 A bid submitted for a bid validity of shorter period may be rejected by the Employer as non responsive.
- 14.3 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for specified additional period. The request and the bidder's response shall be made in writing. The bid security provided under clause-15 shall also be extended suitably. The bidder may refuse the request with out forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid. Bidder shall also not be entitled for any interest on the bid security amount.

15. Bid Security

- 15.1 The Bidder shall furnish, as part of his bid, a bid security in the amount as shown in Contract Data for particular category of the works and is normally to remain valid for a period of 45 days beyond

the final bid validity period. The Bid Security shall be in favour of “National Judicial Academy” may be in one of the following form:

- a) A Bank Guaranty issued by a Commercial Bank and acceptable to the Employer in the Form given in Section- VIII or another acceptable to the Employer.
 - b) FDR from any Commercial Bank in favour of National Judicial Academy in an acceptable form to the employer (FDR in joint form is not acceptable).
 - c) A/c payee banker’s Cheque/ Demand Draft in favour of ‘National Judicial Academy’ payable at Bhopal issued from any Commercial Bank. No interest or any other incidental charges shall be payable by the Employer on this account.
 - d) Online payment into saving bank account of the Academy. No interest or any other incidental charges shall be payable by the Employer on this account.
- 15.2 The bid security is required to protect the Employer against the risk of bidder’s conduct which would warrant the security’s forfeiture, pursuant to Sub clause 15.6.
- 15.3 Any bid not accompanied by an acceptable bid security and not secured in as indicated in sub clause 15.1 above shall be rejected by the Employer as non-responsive.
- 15.4 The bid security of unsuccessful bidder will be returned within 28 days of the end of the bid validity period.
- 15.5 The bid security of successful bidder will be discharged after he has signed the Agreement and furnished the required performance security.
- 15.6 The Bid security may be forfeited if:
- i. The Bidder withdraws the bid after Bid opening during the Bid Validity period.
 - ii. The bidder does not accept the correction of the bid price pursuant to clause-27.
 - iii. The successful bidder fails within the specified time limit to;
 - a) Sign the Agreement.
 - b) Furnish the required Performance Security.

16. Currencies of Bid and Payment

- 16.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

17. Alternative Proposals by Bidders

- 17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic requirements and specifications. Alternatives will not be considered.

18. Format and Signing of Bid

- 18.1 The Bidder shall prepare document comprising the bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the Form of Bid.
- 18.2 The original Bid shall be typed or written in indelible ink and shall be signed and sealed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.2(a). All pages of the bid where entries or amendments have been made shall be initialled by the person or persons signing the bid.
- 18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

19. Sealing and Marking of Bids

Bid should be submitted in three Envelopes as mentioned below:-

19.1 Envelope-A (Duly Sealed): Should contain

- a) Bid Security in prescribed manner.

19.2 Envelop-B (Duly Sealed): Should contain

Employer’s Bid documents i.e. Technical Bid (other than priced BOQ) which will be submitted under formal forwarding letter addressed to the Employer interalia containing an undertaking that the Bid does not contain any amendment, modification or change of any type whatsoever in the Bid documents and to any amendment issued after pre-bid meeting. Technical Bid documents consisting of Section-I to Section-VI and other enclosures as

mentioned in the bid documents (duly filled up with required documents) signed & seal each page of the bid documents.

19.3 Envelope-C (Duly sealed): Should contain

Financial Bid in standard format as per Section-VII contain priced BOQ only giving the unit price and amount against each item with grand total at the end in figures and in words along with the form of Contractor's Bid (Covering Letter).

19.4 All above three envelopes should clearly be marked on top of envelope about type of envelope (i.e. A, B & C), details of contents in envelope, name of agency submitting the bid.

19.5 The envelopes shall be addressed to Employer at the following address:

Registrar (Administration),
National Judicial Academy
P.O. Suraj Nagar, Bhadbhada Road, Bhopal – 462044 (MP)

And bear the following Identification

- i. Bid For: Providing & facilitating photocopy, printing and binding services.
- ii. Bid Reference No- NJA/Admin/Services-01/2017/10/ dated -
- iii. Do not open before -----(Date & time for Bid Opening)
- iv. Name & Address of the Bidder -----

(Insert address of office for bid submission), and

19.6 If the outer envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

20. Deadline for Submission of the Bids

20.1 Bid must be received by the Employer at the address specified above not later than the date specified in IFB. In the event of the specified date for the submission of bid being declared the holiday by the Employer the Bid will be received up to the appointed time on the next working day.

20.2 The Employer may extend the deadline for submission of bids by issuing an addenda.

21. Late Bids

21.1 Any bid received by the Academy after dead line prescribed in IFB/ Contract Data will be treated as late bid and will not be considered.

22. Modification and Withdrawal of Bids

22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20.

22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed marked, and delivered in accordance with Clauses 18 & 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

22.3 No bid may be modified after the deadline for submission of Bids.

22.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 14.1 above or as extended pursuant to Clause-14.3 may result in the forfeiture of the Bid security pursuant to Clause-15.

22.5 Bidders may only offer discounts to, or otherwise modify the prices of their Bids by submitting Bid modifications in accordance with this clause or included in the original Bid submission.

E. BID OPENING AND EVALUATION

23. Bid Opening

23.1 On the due date and the appointed time the Employer shall first open envelopes—A & B- Technical Bid (original) of all bids received (except those received late) including modifications made in presence of the bidder or their representative who choose to attend. In the event of the specified date for bid opening being declared holiday by the employer, the Bid will be opened at the appointed time and location on the next working day.

23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bid for which an acceptable notice of withdrawal has been submitted shall not be opened.

- 23.3 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all bidders will be so informed then and there. If any bid contains any deviation from the Bid Document, then the Bid will be rejected and bidder informed accordingly.
- 23.4 Upon evaluation of technical bid as per the criterion described in Section–I, the financial bids of only such Bidders shall be fit to be opened who meet the minimum technical requirement.
- 23.5 All financial bids which are to be opened after technical evaluation as per clause-26 shall be opened at later date about which all concerned bidders shall be notified in advance.
- 23.6 All valid Financial Bids shall be opened on the notified date and time after declaring the result of Envelope A & B (Technical Bid). The Bidder's name, the Bid price, the total amount of each Bid, any discounts, Bid modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any bid price, discount, or alternative Bid price which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation.
- 23.7 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with sub Clause-23.1 to 23.6 and the minutes shall form part of the contract.

24. The Bidders shall abide by the provisions of the minutes.

25. Clarification of Bids

- 25.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause-27.
- 25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 25.3 Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

26. Examination of Bids and Determination of Responsiveness

- 26.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid;-
- (a) Meets the eligibility criteria and qualification defined in Clause-3 & 4 of section-1 of bid document.
 - (b) Has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall interalia include a provision to bind the Bidder to settlement of disputes clause;
 - (c) is accompanied by the required Bid security and;
 - (d) Is responsive to the requirements of the Bidding documents.
- 26.2 A responsive Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one :-
- (a) which affects in any substantial way the scope, quality or performance of the Services;
 - (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
 - (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- 26.3 The technical bids will be scrutinized on the basis of basic eligibility criteria. Thereafter, the shortlisted bidders would be required to make presentations and /or written submissions to a Technical Committee of officers constituted for the purpose. The presentation will broadly cover the following: -
- (a) The background of the organization.
 - (b) Details of major previous work executed during the last 5 years and past experience in carrying out similar work.
 - (c) Proposed manpower deployment and compliance to statutory regulation.

- (d) Methodology of the work execution.
 - (e) Any additional information's in regard to award and recognition.
- 26.4 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Correction of Errors

- 27.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Clause-15.6.

28. Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause-26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors pursuant to Clause-27;
 - (b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause-22.5.
- 28.3 The Employer reserves the right to accept or reject any alternative offer. Alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 28.4 The estimated effect of the price adjustment conditions under Clause-42 of the Section-3 General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 28.5 If the Bid of successful bidder is seriously unbalanced in relation to the estimated amount to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation methods and schedule proposed.
29. **Requirement of submission of analysis** by the contractor as mentioned in 28.5 should be complied with and submitted to the Employer or his nominee within the stipulated time fixed by the Employer or his nominee failing which the bid would be treated as non responsive and liable to be rejected. Financial offer submitted by successful bidder, if found violating, any statutory requirement mentioned in Bid document shall be liable to be rejected.

F. AWARD OF CONTRACT

30. Award Criteria

- 29.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding Documents and who has offered the lowest evaluated Bid price for the complete work as mentioned in scope of work and bill of quantity for two year period (contract value of 1st year & 2nd year together will be considered for evaluation purpose), provided that such Bidder has been determined to be eligible/ qualified in accordance with the provisions of Section-II.
- 29.2 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding Documents and who has offered the best evaluated Bid.
- 29.3 Other Bidders whose bids are ranked below the best evaluated bid may be empanelled at the discretion of employer. Purpose of such empanelment is that, incase of failure of the best evaluated bidder to provide services as per the terms and conditions of the contract, then looking to the nature of the job, his contract may be terminated on short notice and other empanelled bidders

after negotiations in order of second best evaluated bid and subsequent, may be asked to provide services at mutually agreed rates.

31. The notification of award shall be according to the provisions of Clause-32 onward.

32. Notification of Award and Signing of Agreement.

- 32.1. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter.
This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Services by the Contractor as prescribed in the Contract (hereinafter and in the Contract called the "Contract Price").
- 32.2. The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause-33.
- 32.3. The Agreement will incorporate all correspondence between the Employer and the successful bidder with the Letter of Acceptance. Within 21 days of receipt of letter of acceptance the successful bidder will sign the Agreement with the employer.
- 32.4. Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security.

33. Performance Security

- 33.1. Within, 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the annual contract price (first year contract value).
 - In the form of bank guarantee in the in the prescribed format of any Commercial Bank (Annexure-B) or
 - In the form of A/c payee Demand Draft or FDR from any Commercial Bank in favour of National Judicial Academy (FDR in joint form is not acceptable).
 - Online payment into saving bank account of the Academy.
- 33.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, Demand Draft or FDR, it shall be issued by a Commercial bank.
- 33.3. Failure of the successful Bidder to comply with the requirements of Sub Clause-33.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security.
- 33.4. The validity of such performance security shall be valid until a date of 60 days from day of completion time of contract including warranty/defect liability, if any.

34. Corrupt or Fraudulent Practices

- 34.1. The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:
 - (a). Defines, for the purpose of these provisions, the terms set forth below as follows:
 - i. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - (b). will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - (c). will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.



NATIONAL JUDICIAL ACADEMY

Providing and Facilitating Photocopying, Printing and Binding services

Section-II

Forms of bid & Letter of Acceptance

CONTRACTOR'S BID
FORM OF CONTRACTOR'S BID (Covering Letter)

(To be submitted on letter head of the bidder along with technical bid)

From: (Name & Complete Postal Address of the Applicant)

To:
 Registrar (Administration)
 National Judicial Academy
 Bhadbhada Road, P.O. Suraj Nagar
 Bhopal-462044

Sub:- Submission of prequalification application for the Photocopying, Printing and Binding services at NJA.

Sir,

Having examined the details given in invitation for prequalification published in the newspapers and prequalification document for the above work we hereby submit the prequalification documents.

1. We hereby certify that all the statements made and information supplied in the enclosed forms_____ to_____ and accompanying statements are true and correct.
2. We have furnished all information and details necessary for prequalification and have no further pertinent information to supply.
3. We hereby authorize NJA to approach individuals, employers, firms and corporation and to visit the works completed by us in the past or are in progress at present, to verify our competence and general reputation.
4. We submit the following certificates in support our suitability trained know-how & capability for having successfully completed the following works.

S. NO.	NAME OF WORK	CERTIFICATE FROM
1		
2		
3		

Encl:

Date of submission:

Signature of Applicant

CONTRACTOR'S BID
FORM OF CONTRACTOR'S BID (Covering Letter)

(To be submitted on letter head of the bidder along with Financial Bid)

Description of Work: Providing and facilitating photocopying, printing and binding services.

To

Registrar (Administration)
National Judicial Academy
Bhadbhada Road, P.O. Suraj Nagar
Bhopal-462044

Sir

Having examined the conditions of Contract and specification including addenda the receipt of which is hereby duly acknowledged, we, the undersigned offer to execute the Services described above in conformity with the Conditions of Contract and specification as per bid document for sum of the Bid for the Contract Price as mentioned in the Financial Bid or such other sums as may be ascertained in accordance with the Bill of Quantity/ Financial Bid attached herewith and made Part of Bid.

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you received.

We undertake, if our Bid is accepted, to deliver and execute the work in accordance with the schedule specified in Schedule of Requirements.

If our Bid is accepted, we will furnish the Performance Security a sum equivalent to 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to abide by this Bid for a Period bid validity from the date fixed for Bid opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely " Prevention of Corruption Act 1988".

We hereby confirm that this bid complies with the Bid validity and Bid Security required by the bidding Document.

Yours faithfully

(Authorized Signatory)

Name & Title of Signatory-----

Name of Bidder-----

Address-----

Financial status of organisation

1. Name of Firm/Organization : _____

1. Name, address, telephone, fax numbers of the Bidder's banker's who may provide references if contacted by the Employer.

Name of Bank _____ Branch Name: _____

Address _____

Telephone No. _____ Fax No. _____

3 Capital : (a) Authorized: _____ (b) Issued, subscribed and Paid up : _____

4 Value of Photocopy, Printing & Binding Services: (Amount in Lakh)

Particular	Year	Value (Rs. lacs)
Total value of work (Only Photocopying, Printing & Binding Services) implementation/performed in the last three years	2014-15	
	2015-16	
	2016-17	

5 Financial Capabilities:

Last three years audited statement of Accounts by C.A. from FY 2014-15 giving following details:

(Amount in Lakhs)

Year	2014-2015	2015-2016	2016-2017	Average
Annual Turnover				
Net Profit				

Cash and bank balance including (FDR) as at 31.03.2017. Confirmation certificate from Bank is required to be produced.	
Fixed Assets/Investments as at 31.03.2017	
Capital Accounts Balance as at 31.03.2017	

6 Please attach self certified copy of audited balance sheet and profit and loss a/c statement along with schedule forming part of it for the last 3 years.

7

(a) Income tax return acknowledgement for last 3 years with gross taxable income of individual/firm/ companies/ cooperative societies.	(a) Gross Taxable Income	
	Up to Rs. 10 lakhs	
	Rs. 10 lakhs– 20 lakhs	
	Rs. 20 lakhs & above	
(b) Please enclose copies of Income tax return acknowledgement copy commencing from AY 2015-16, 2016-17 & 2017-18.		

8. Any Special award or recognition / certificate from PSU / Govt. Bodies / Training Institutions.

9. Have you ever been declared bankrupt? If so please give details separately.

10. Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount	Remarks involved showing present status.

11. Proposed work method and schedule. The Bidder should attach descriptions drawings and charts as necessary to comply with the requirements of the Bidding documents.

12. Additional Requirements: Bidders should provide any additional information required to fulfil the requirements of Clause-3 of the Instructions to the Bidders, if applicable.

Date:____/____/20__

Place:_____

Signature of Authorized Signatory
Seal

Information Regarding Qualification of Bidders

Work performed as prime contractor (in the same name) on Services of a similar nature over the last five years.**

[illegible]

**** Attach authentication certificate(s) from the Employer.**

Date: ___/___/20___

Place : _____

Signature of Authorized Signatory
Seal

Signature of Contractor

Information Regarding Experience in Similar Works

No.	Project Name	Name of Employer	Description of work	Contract No.	Value of contract (Rs. In Lac)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks

** Attach authentication certificate(s) from the Employer.

Date:____/____/20__

Place:_____

Signature of Authorized Signatory

Seal

Signature of Contractor

FORMAT FOR PERFORMANCE CERTIFICATION

(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name & Address of Employer

2. Name of the contract and location

3. Agreement no.

(a) Scope of Contract :

(b) Contract Cost :

(c) Date of commencement :

(d) Period :

(e) Amount of compensation levied, if any :

(f) Overall grading of Service : Excellent/Very Good/Good/Fair

Date : ____/____/20__

Place : _____

Signature of Authorized Signatory

Seal

Details of Key Personnel

[illegible]

Date : ____/____/20__

Place : _____

Signature of Authorized Signatory

Seal

LETTER OF ACCEPTANCE

_____ (Date)

To,

(Name and address of the Contractor)

Dear Sir,

This is to notify that your offer dated _____ in response to Bid notification No. _____ dated _____ of the Academy for _____ as per enclosed price list is accepted for a period of two years from commencement of work.

All the other terms and conditions of the contract remain same as contained in the original bid document submitted by you.

You are hereby requested to furnish the Performance security, in accordance with clause-33 of Section-I of Bid Document for an amount of Rs. _____/-.

Please treat this letter of acceptance as the work order awarding the contract to you as stated above and countersign the same in the space provided below in token of acceptance of the work order by you.

Thanking you,

Yours sincerely,

Authorised Signature
Name and Title of Signatory

ISSUE OF NOTICE TO PROCEED WITH THE SERVICES
(Letterhead of the Employer)

_____dated

To

_____ (name and address of the Contractors)

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB clause-33 and signing of the contract for the 'Providing and Facilitating Photocopy, Printing and Binding' as per enclosed price schedule 'A' you are hereby instructed to proceed with the execution of the said Services in accordance with the contract documents.

Yours faithfully

(Signature, name and title of signatory authorized to sign on behalf of Employer)

AGREEMENT

THIS AGREEMENT made on the _____(Date) between _____(Name and address of employer) (hereinafter called “the Employer”) of the one part and, _____(name and address of contractor) (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer invited bids for engaging private _____agency for _____ and has accepted the bid by the Contractor for the providing the services on Annual rate Contract basis as per the rates and specifications mentioned in conditions of Contract, Bill of Quantities (Price Schedule) and the price quoted thereof. This contract shall be effective from _____for two years.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) The Employer’s Notification of Award Letter of Acceptance issued vide memo no. __Dated __.
 - b) Contractor’s Bid - (Bid Document - _____Dated: _____) and the Bill of Quantities (Price Schedule Section-VI) submitted by the Contractor.
 - c) General Conditions of Contract-Section III.
 - d) Specification of Work, Scope of Work & Special Condition of the Contract- Section-V.
 - e) Contract Data-Section IV.
 - f) Contractor’s Letter dated ____and Performance Guarantee in the form of ____.
3. In consideration of the payments to be made by the employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects/deficiencies therein, such sums as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of Employer

On behalf of Contractor

In presence of

In presence of

(1)

(1)

(2)

(2)



NATIONAL JUDICIAL ACADEMY

P.O. Suraj Nagar, Bhadbhada Road, Bhopal, 462044 (MP)
Tel- EPABX – 0755- 2432500, Fax- 2696904

SECTION-III

GENERAL CONDITIONS OF CONTRACT (GCC)



SECTION-III: GENERAL CONDITIONS OF THE CONTRACT

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SECTION-III: GENERAL CONDITIONS OF CONTRACT

A. General

1. Definitions

1.1. Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

The **Conciliator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance as provided for in Clause 23

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

The **Completion Date** is the date of completion of the Services as certified by the Employer or his nominee in accordance with Sub Clause 48.1

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Services. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information which comprise the Contract

The **Contractor / Agency** is a person or corporate body whose Bid to carry out the Services / services has been accepted by the Employer.

The **Contractor's Bid** is the complete Bidding documents submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days, **months** are calendar months.

A **Defect** is any part of the Services not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Services.

Officer in Charge is the person named who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time and valuing the Compensation Events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to execute the Services.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Services. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer or his nominee by issuing an extension of time.

Material are all supplies, including consumables, used by the contractor for execution of the Services.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the Services included in the Contract and any modification or addition made or approved by the Employer or his nominee.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Services. It does not necessarily coincide with any of the Site Possession Date.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Services are Services designed, constructed, installed and removed by the Contractor which are needed for execution of the Services.

A **Variation** is an instruction given by the Employer or his nominee which varies the Services.

The **Services** are what the Contract requires from the Contractor to execute to the Employer as defined in the Contract Data.

The **Trained Work Person** are those employed / proposed to be employed by the Contractor at the Site, who have participated and are in possession of a valid Competency Certificate.

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer or his nominee will provide instructions clarifying queries about the Conditions of Contract.
- 2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Services, the Completion Date, and the Intended Completion Date apply to any Section of the Services / services (other than references to the Completion Date and Intended Completion date for the whole of the Services).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (1) Agreement
 - (2) Letter of Acceptance and notice to proceed with Services
 - (3) Contractor's Bid
 - (4) Contract Data
 - (5) General Conditions of Contract
 - (6) Specifications of Works & Special Conditions of Contract.
 - (7) Area of Scope & Schedule of Requirement
 - (8) Bill of Quantities and
 - (9) any other documents listed in the Contract Data as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Employer or his nominee's Decisions

- 4.1 Except where otherwise specifically stated, the Employer or his nominee will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

- 5.1 The Employer or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

- 6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

7. Joint Venture

- 7.1 Two or three companies/ contractors may jointly undertake contract/ contracts. Each entity would be jointly responsible for completing the task as per the contract.

8. Subcontracting

- 8.1 The Contractor may subcontract with the approval of the Employer or his nominee but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

Other Contractor

- 8.2 The Contractor shall co-operate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

9. Personnel

- 9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Employer or his nominee. The Employer or his nominee will approve any proposed replacement

of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

- 9.2 If the Employer or his nominee asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

10. Employer's and Contractor's Risks

- 10.1 The Employer carries the risks which this Contract states are Employer's risks and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 The Employers risks are -

- (a) in so far as they directly affect the execution of the Services in the country where the Permanent Services are to be executed:
 - i. war and hostilities (whether war be declared or not), invasion, act of foreign enemies;
 - ii. rebellion, revolution, insurrection, or military or usurped power, or civil war;
 - iii. ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - iv. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and
 - v. riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Services;
 - vi. floods, tornadoes, earthquakes and landslides
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Services, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Services, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
 - i. could not have reasonably foreseen, or
 - ii. could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (A) A prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (B) Insure against.

12. Contractor's Risks

- 12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in course of the performance of the Contract other than the exempted risks are the responsibility of the Contractor.

13. Insurance

- 13.1 All the employee of the contractor shall have to cover under ESIC scheme and / or Workman Compensation Act. In case where ESIC scheme does not exist, the contractor has to take up equivalent insurance cover from insurance company under Workman Compensation Act. The contractor shall provide such insurance cover for complete contract period for the following event which are due to the Contractor's risk:
- a. Loss of or damage to Equipment used for the services; and
 - b. Personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer or his nominee for the Employer or his nominee's approval before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the

Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer or his nominee.

13.5 Both parties shall comply with all conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, shall rely on the Site Investigation Report referred to in the Contract Data, supplemented by any information available to the Bidder.

15. Queries about the Contract Data.

15.1 The Employer or his nominee will clarify queries on the Contract Data.

16. Contractor to Execute the Services.

16.1 The Contractor shall execute the Services in accordance with the Specifications, Area of scope & schedule of requirement.

17. The services to Be Completed by the Intended Completion Date.

17.1 The service contract shall be on biannual contract basis. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the instructions of employer, during the contract period.

18. Safety.

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries.

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer or his nominee of such discoveries and carry out the Employer or his nominee's instructions for dealing with them.

20. Possession of the Site

20.1 The Employer shall give possession of all parts of the Site to the Contractor, free from encumbrances. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.

21. Access to the Site

21.1 The Contractor shall allow the Employer or his nominee and any person authorized by the Employer or his nominee access to the Site to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where Services are executed.

22. Instructions

22.1 The Contractor shall carry out all instructions of the Employer or his nominee which comply with the applicable laws where the Site is located.

23. Arbitration

23.1 Any dispute between the parties to the agreement shall be finalized by negotiation between both the parties and if an amicable settlement is not reached, then the dispute shall be referred to the sole Arbitrator to be nominated by the Director, National Judicial Academy, Bhopal and the award/decision given by him shall be final and binding on both the parties.

23.2 The arbitration proceedings shall be conducted in accordance the Indian Arbitration and Conciliation Act 1996.

23.3 Neither party shall be limited in the proceedings before such arbitrator to the evidence nor did arguments already put before the employer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Employer or his nominee, as the case may be, from being called as a witness and giving evidence before the arbitrator or any matter whatsoever relevant to the dispute.

23.4 The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the Contractor shall be continued to be made as provided by the contract.

23.5 Arbitration proceedings shall be held at National Judicial Academy, Bhopal.

- 23.6 All arbitration awards shall be in writing and shall state the reasons for the award.
- 23.7 Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

B. TIME CONTROL

24. Program

- 24.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer or his nominee for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Services along with monthly cash flow forecast.
- 24.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 24.3 The Contractor shall submit to the Employer or his nominee, for approval an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Employer or his nominee may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 24.4 The Employer or his nominee's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer or his nominee again at any time. A revised Program is to show the effect of Variations and Compensation Events.

25. Extension of the Intended Completion Date

- 25.1 The duration of this Contract shall be for a period of two years w.e.f the commencement of the contract. However it may be extended on mutual consent for agreed period. The successful bidder shall be expected to provide the services during the specified contract period on Annual Contract Basis (or extended period on mutual consent, if any) as described in the contract data.

26. The Early warning provisions shall be as per Clause 29.

27. Delays Ordered by the Employer or his nominee

- 27.1 The Employer or his nominee may instruct the Contractor to delay the start or progress of any activity within the area of scope.

28. Management Meetings.

- 28.1 Either the Employer or his nominee or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 28.2 The Employer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Employer or his nominee either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

29. Early Warning

- 29.1 The Contractor is to warn the Employer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the service, or delay the execution of Services.
- 29.2 The Contractor shall cooperate with the Employer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Employer or his nominee.

C. QUALITY CONTROL

30. Identify Defects

- 30.1 The Employer or his nominee shall check the Contractor's works/services and notify the Contractor of any Defects/deficiencies that are found. Such checking shall not affect the Contractor's responsibilities. The Employer or his nominee may instruct the Contractor to search for a Defect and to uncover and rectify any work / service that the Employer or his nominee considers may have a defect/ deficiency.

31. Tests.

31.1 If the Employer or his nominee instructs the Contractor to carry out a test not specified in the Specification to check whether any work/ services has a Defect and the test shows that it does the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

32. Correction of Defects

32.1 The Employer or his nominee shall give notice to the Contractor for any Defects / deficiency in writing or verbal.

32.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect / deficiency within the length of time specified by the Employer or his nominee's notice.

33. Uncorrected Defects.

33.1 If the Contractor has not corrected a Defect within the time specified in the Employer or his nominee's notice the Employer or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

34. Bill of Quantities

34.1 The Bill of Quantities shall contain items to be carried out for Photocopy, Printing and binding services by the Contractor.

34.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

34.3 If requested by the Employer or his nominee where the quoted rate (s) of any item(s) is abnormally high, the Contractor shall provide the Employer or his nominee with a detailed cost breakdown of such rate in the Bill of Quantities.

34.4 Escalation

The price quoted by the contractor should be on fixed price basis and are not subject to any escalation what so ever. However, only statutory variation limited to duties and taxes are considered for adjustment in contract price.

35. Changes in the Quantities

35.1 If requested by the Employer or his nominee where the quoted rate (s) of any item(s) is abnormally high or abnormally low, the Contractor shall provide the Employer or his nominee with a detailed cost breakdown of such rate in the Bill of Quantities.

36. Variations

36.1 All variations in the quantities of different items of works from the bill of Quantities shall be done only with the prior approval of the Employer.

36.2 The contract will be purely on rate contract basis and there will not be any guarantee of minimum/ maximum volume of work.

36.3 In case of service providing contracts the duration of the services may be extended on mutual agreement.

36.4 All variations shall be included in updated programs produced by the contractor.

37. Payments for Variations

37.1 The contract is on item wise rate contract without any minimum quantum of assured work.

37.2 No extra payment or rate will be entertained for any variation in work, without prior approval of employer.

37.3 If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till date-mutually agreed.

38. Payment Certificates

38.1 The Contractor shall submit to the Employer or his nominee monthly Bill/programme wise bill of the services completed less the cumulative amount certified previously.

38.2 The Employer or his nominee shall check the Contractors' bill within 15 days and certify the amount to be paid to the Contractor after taking into account any credit or debit in question.

38.3 The value of services executed shall be determined by the Employer or his nominee.

38.4 The value of services executed shall comprise the value of the quantities of the items in the Bill of quantities completed.

38.5 The value of work executed shall include the valuation of variations and Compensation Events.

39. Payments

39.1 Bills shall be prepared and submitted by the Contractor. Joint measurements / records of services shall be taken continuously and need not be connected with billing stage. System of 3 copies of bill, one each for Contractor, Employer and Employer nominee, and signed by both Contractor and Employer shall be followed.

39.2 Bill amount shall be paid within 15 days of submission of the bill.

39.3 Contractor shall submit bill for the final month within 15 days from the date of indented completion period. Employer or his nominee shall check the bill within 15 days after its receipt and return the bill to Contractor for corrections.

39.4 The contractor should re-submit the bill, with corrections within 10 days of its return by the Employer or his nominee. The re-submitted bill shall be checked and paid within 15 days of its receipt.

39.5 Items of the Services for which no rate or price has been quoted by the bidder will not be paid by the Employer and shall be deemed covered by other rates and prices in the Contract.

40. Tax

40.1 The rates quoted by the Contractor shall be deemed to be inclusive of the G.S.T. and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the employer on production of documentary evidence.

41. Currencies

41.1 All payments shall be made in Indian Rupees unless specifically mentioned otherwise.

42. Price Adjustment.

42.1 Escalation: The price quoted by the contractor should be on fixed price basis for the complete contract period and are not subject to any escalation what so ever. However, only statutory variation limited to duties and taxes are considered for adjustment in contract price.

42.2 Subsequent Legislation

If, after the date 28 (Twenty eight) prior to the date for submission of bid for the contract there occur changes to any National or Statute Statute, Ordinance or Decree or other Law or any regulation or bye law of any local or other duly constituted authority or introduction of any such state statute, Ordinance, Decree, Law, regulation or bye law which causes additional or reduced cost to the contractor in execution of the contract, such additional or reduced cost shall, after due consultation with the Employer and the contractor be determined by the Employer or his nominee and shall be added to or deducted from the contract price and the Employer or his nominee shall notify the contractor accordingly with a copy to the Employer.

43. Retention

43.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

43.2 Retention Money shall be deducted at 5% from Running Bills subject to a maximum of 5% of the contract price. Retention money shall be refunded after issue of No defects certificate/no dues, as the case may be. This amount can be substituted on demand by e-payment/Bank Guarantee/FDR/ Account payee Demand Draft from any of the commercial bank, in favour of "National Judicial Academy" payable at Bhopal. The validity of the instrument shall be for a period of 60 days beyond the date of completion of work.

44. Liquidated Damage

44.1 If the contractor fails to provide the services of photocopy, printing and binding as per the requirement of the employer, the employer shall be at liberty to engage any other suitable agency/organisation and the extra cost incurred on engagement of such work shall be recoverable from the contractor in addition to penalty as deem fit as per penalty clause subject to a maximum deduction of 10% of the contract price.

44.2 The services are subject to supervision of the authorised representative of Employer. If any irregularity is observed it will entail penalty as defined at "Penalty" clauses as under;

44.3 Penalty

- 44.3.1 The Academy reserves the right to impose penalty (to be decided by the NJA authorities) on the Contractor for any serious lapse in maintaining the quality of the services willfully or otherwise by the Contractor or his staff.
- 44.3.2 If the Academy is not satisfied with the quality of services provided or behavior of the contractor or his/her employees, the Contractor will be served with 24 hour notice to improve or rectify the defect(s), failing which the NJA will be at liberty to take appropriate necessary steps as deemed fit in addition to penalty as specified under clause 'Penalty'.
- 44.3.3 The employer shall release the payment to the agency only for providing services of photocopy, printing and binding etc. If there is any breach of this condition, the employer shall, without prejudice to its other remedies under the contract, impose / deduct penalty upto Rs. 1000/- per incidence/per day of failure to complete the work as required by the employer from its monthly bill, up to a maximum deduction of 10%(ten percent) of the contract price .

45. Advance payment

- 45.1 The Employer shall not make any advance payment on any account to the contractor in any circumstances under this contract.

46. Security Deposits

- 46.1 The security Deposit shall consist of two part:
 - (a) Performance Guaranty to be 5% of the Contract amount and submitted at award of work in the form of an e-payment, Account payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, bank Guarantee from a commercial bank in an acceptable form pursuant to Clause-33 of Section-I.
 - (b) Retentions money should be deducted at 5% from running bills pursuant to clause-43 of sec-III.
- 46.2 The Security Deposit in the form of Performance Guaranty & Retention Money should not exceed 10% of total contract value.
- 46.3 The Performance Security 5% of the Contract amount shall be provided by the Contractor to the Employer not later than 15 days from the receipt of letter of acceptance and shall be issued in the said amount and on approved form and by a bank or surety acceptable to the Employer and denominated in Indian Rupees. The Performance Security shall be valid until a date 60 days from the day of expiry of completion time.
- 46.4 The security deposit (Performance security and Retention Money) shall be released within 28 days after completion of contract period and upon submission of claim by the agency and issuance of no dues certificate by the office in charge of the employer for final payment.

47. Cost of Repairs

- 47.1 Loss or damage to the property of the Academy due to any theft or negligence of the agency (contractor) during the currency of the contract it shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

48. Completion

- 48.1 After completion of the work, the contractor will serve a written notice to the Employer or his nominee to this effect. The Employer or his nominee upon receipt of this notice shall conduct a complete joint survey of the services within 24 hours and prepare a defects list jointly. The defects pointed out by the Employer or his nominee/ Employer would be rectified by the contractor immediately and thereafter acceptance report be signed jointly by the contractor and the Employer. This joint acceptance report shall be treated as 'Completion Certificate'.

49. Taking Over

- 49.1 The Employer shall take over the Site and the Services within 24 hours of the Employer or his nominee issuing a certificate of Completion.

50. Final Account

- 50.1 The Contractor shall apply to the Employer or his nominee a detailed account of the total amount that the Contractor considers payable under the Contract. The Employer or his nominee shall issue a no dues Certificate and certify any final payment that is due to the Contractor within 15 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the

correction. If the Final Account is still unsatisfactory after it has been resubmitted the Employer or his nominee shall decide on the amount payable to the Contractor and issue a payment certificate, within 15 days of receiving the contractor's revised account.

51. Termination

51.1 The Employer or the Contractor may terminate the Contract if the either party causes a fundamental breach of the Contract.

51.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Contractor stops work for 7 days when no stoppage of services is instructed and the stoppage has not been authorized by the Employer or his nominee
- (b) the Employer or his nominee instructs the Contractor to delay the progress of the Services and the instruction is not withdrawn within 15 days.
- (c) the Employer or the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- (d) a payment certified is not paid by the Employer to the Contractor within 30 days of the date of the Employer or his nominee's certificate:
- (e) the Employer or his nominee gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer or his nominee.
- (f) the Contractor does not maintain a security which is required.
- (g) the Contractor has delayed the completion of Services by the number days for which the maximum amount of liquidated damages can be paid as defined in the Contract data and in Clause 44 of Section 3.
- (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition."

51.3 When either party to the Contract gives notice of a breach of contract to the Employer or his nominee for a cause other than those listed under Sub Clause 51.2 above, the Employer or his nominee shall decide whether the breach is fundamental or not.

51.4 If the Contract is terminated the Contractor shall stop service immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

51.5 In the event of termination due to fundamental breach of contract by the employer, the security Deposit (performance security and retention Money) of the contractor shall be forfeited and balance period of Services contract shall be undertook at the risk and cost of the agency, till the new contract will be executed.

51.6 In case of non-compliance or breach of any terms of contract or unsatisfactory or inefficient servicing on the part of the Contractor, the owner will be at liberty to revoke the contract without giving any notice of payment in lieu of notice.

51.7 During the currency of this agreement, the Academy shall have the right to terminate this agreement if it is not satisfied with the performance of the agency by giving it 30 days notice in writing. For this purpose, the Academy shall be the sole Judge to decide whether the performance of the agency is satisfactory or not and such decision of the Academy shall be final, conclusive and binding on the agency and the agency shall not be entitled to any compensation in that regard. Furthermore if on account of non-renewal of the contract and/or termination of this contract, the agency has to terminate its employees, then it shall be the responsibility of the agency to pay the legal dues to its employees. In the event of non-compliance of legal reimbursement agency itself shall be liable for all the costs and consequences.

52. Payment upon Termination.

52.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer or his nominee shall issue a certificate for the value of the services done less Liquidated damages / penalty up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes

due to be deducted at source as per applicable law and less the percentage to apply to the services not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

52.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer or his nominee shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment repatriation of the Contractor's personnel employed solely on the Services, and the Contractor's costs of protecting and securing the Services and loss of profit on uncompleted Services less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

53. Property.

53.1 All materials on the Site, Plant, Equipment, Temporary Services and Services for which payment has been made to the contractor by the Employer, are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

54. Performance of services in accordance with the Specification

54.1 The Contractor shall perform the Services in accordance with the Specifications and the Schedule of Requirement, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management professional techniques and practices, and employ appropriate advanced technology and safe methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests.

F. SPECIAL CONDITIONS OF CONTRACT

- 1) The Bidder should have atleast 3 (three) fast speed photocopy machines of latest technology at his work place.
- 2) The Bidder has to install one machine as above at the premises of the Academy alongwith one operator for day to day photocopy work of the Academy. Bidder has to arrange all material required for the purpose (paper, toner spare parts etc.). Free supply of electricity and space will be provided by Academy.
- 3) The Bidder has to work with Academy premises from 9 am to 8 pm daily or as urgency of the work required, during training period as per instructions of employer.

55. LABOUR

55.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the employer, deliver to the employer a return in detail, in such form and at such intervals as the employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site / work place and such other information as the employer may require.

56. COMPLIANCE WITH LABOUR REGULATIONS:

56.1 During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/ Acts/ Rules/ regulations including amendments, if any, on the part of the contractor the Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. *The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employee.*

56.2 COMPLIANCE OF THE PROVISIONS OF SOME MAJOR LAWS APPLICABLE TO ESTABLISHMENTS:

- a) The Tenderer will have to comply with all the provision of the statutory laws applicable in this regard.
- b) There shall be no contractual or other relationship between the Employees of the photocopying agency and the NJA. Payment of Provident Fund, ESIC, minimum wages, workman compensations bonus and gratuity Leave etc. of the photocopying Personnel wherever applicable will be the sole responsibility of the photocopying agency. Also the provisions of Child Labour (prohibition and regulation) Act 1986 is strictly applicable to the contract.
- c) The contract shall be subject to such other terms, conditions and instructions as may be issued by the Employer at any point of time.
- d) All material provide by the Academy for photocopy printing and binding is confidential nature, so that confidentiality must be maintained by the contractor.



NATIONAL JUDICIAL ACADEMY

P.O. Suraj Nagar, Bhadbhada Road, Bhopal, 462044 (MP)
Tel- EPABX – 0755- 2432500, Fax- 2696904

SECTION-IV

CONTRACT DATA



SECTION-IV: CONTRACT DATA

Items marked “N/A do not apply in this Contract.

The above insertions should correspond to the information provided in the Invitation of Bids

Sr No	Description	
1	Name of Employer	National Judicial Academy
3	Bid Security	Rs. 81,850/-
4	Last Date and Time for receipt of Bids	06/11/2017 at 14:30 hours
5	Date & time of pre bid meeting,	28/10/2017 at 12:30 hours
6	The start date shall be	Within 7 days from the signing of agreement
7	The Intended completion Date from start date	Two years
8	The following documents also form part of the Contract (GCC 2.3)	1. Agreement 2. Letter of Acceptance and notice to proceed with Services 3. Contractor's Bid 4. Contract Data 5. General Conditions of Contract 6. Specifications of the Work & including Special Conditions of Contract 7. Area of Scope & Schedule of Requirement 8. Bill of quantities and 9. any other documents listed in the Contract Data as forming part of the Contract.
9	The Site Possession Dates (GCC 21)	Start date
10	The Defects Liability Period	N/A
11	The period between Programme updates	N/A
12	The amount to be withheld for late submission of an updated program	N/A
13	The language of the Contract documents (GCC 3)	English
14	The law, which applies to the Contract	Union of India
15	The currency of the Contract (GCC 41)	Indian Rupees
16	The liquidated damages for the whole of the Services (GCC 44)	<p>44.1 If the contractor fails to provide the services of photocopy, printing and binding as per the requirement of the employer, the employer shall be at liberty to engage any other suitable agency/ organisation and the extra cost incurred on engagement of such work shall be recoverable from the contractor in addition to penalty as deemed fit as per penalty clause.</p> <p>44.2 The services are subject to supervision of the authorised representative of Employer. If any irregularity is observed it will entail penalty as defined at “Penalty” clauses as under:</p> <p>44.3 Penalty</p> <p>44.3.1 The Academy reserves the right to impose penalty (to be decided by the NJA authorities) on the Contractor for any serious lapse in maintaining the quality of the services willfully or otherwise by the Contractor or his staff.</p>

		<p>44.3.2 If the Academy is not satisfied with the quality of services provided or behavior of the contractor or his/her employees, the Contractor will be served with 24 hour notice to improve or rectify the defect(s), failing which the NJA will be at liberty to take appropriate necessary steps as deemed fit in addition to penalty as specified under clause 'Penalty'.</p> <p>44.3.3 The employer shall release the payment to the agency only for providing services of photocopy, printing and binding etc. If there is any breach of this condition, the employer shall, without prejudice to its other remedies under the contract, impose / deduct penalty upto Rs. 1000/- per incidence/per day of failure to complete the work as required by the employer from its monthly bill, up to a maximum deduction of 10%(ten percent) of the contract price .</p>
17	Mobilization Advance (GCC 45)	No advance payment is applicable
18	Performance Security (Cl. 33 of Sec.-I)	5% of contract price
19	Retention Money (GCC 43)	5% from Running bills subject to maximum of 5% of the contract price.



NATIONAL JUDICIAL ACADEMY

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SECTION- V : **SPECIFICATIONS OF SERVICES OF WORK & SPECIAL CONDITIONS OF CONTRACT**

Clause	Description	Page
1	Area of Scope	50
2	Commencement & Completion of Service	50
3	Quality of Service	50
4	Terms of Payments	50
5	Water & Electricity	50



SECTION-V: SPECIFICATIONS OF SERVICES OF WORK & SPECIAL CONDITIONS OF CONTRACT

1. AREA OF SCOPE

- 1.1 The National Judicial Academy requires to appoint a Photocopy, printing and binding service agency, herein after called “Agency / Contractor “
- 1.2 The duration of this Contract shall be for a period of two year w.e.f the commencement of the contract. However it may be extended on mutual consent for agreed period. The successful bidder shall be expected to provide the services during the specified contract period on rate Contract Basis (or extended period on mutual consent, if any) as described in the contract data.
- 1.3 The Agency has to make their own arrangement for collection of material for photocopy from Academy (from programme coordinators or the person authorised to hand over the material). The photocopy shall be done on the supreme quality of paper JK red or equivalent having 75 GSM without mark or shade.
- 1.4 Printing of cover page and the last page for the material as per sample
- 1.5 Perfect Binding of the photocopy material or spiral binding of the material, as instructed, with best quality of material of binding as per sample.
- 1.6 Handing over back the material complete in all respect as per the requirement of the Academy at fixed schedule at own cost of contractor.
- 1.7 The time factor of handing over the material back to the Academy is very important as these ready materials is to be despatched to various High Courts well in advance of the programme to be held at Academy.
- 1.8 The contractor should deploy in Academy minimum one number new digital photocopier with latest technology machine with zoom in and out facility of reputed manufacturer.
- 1.9 The Agency should ensure that photocopier machines to be deployed to carry out upto A3 size paper.
- 1.10 The agency should make necessary arrangements, from its own source or other sources to make any size of photocopies as per the Academy requirement within the stipulated time.
- 1.11 Printing of Cover Paper on glossy / simple paper of high quality as per sample.

2. COMMENCEMENT & COMPLETION OF SERVICE

- 2.1. The Agency will start service within 7 days from the date of signing of agreement. The service contract shall be for two years. The contract period may be extended on mutual agreement for agreed period.

3. QUALITY OF SERVICE

- 3.1. It will be the responsibility of the contractor to maintain the high standard of services.

4. TERMS OF PAYMENTS

- 4.1. No mobilization advance and secured advance will be paid.
- 4.2. Bill should be prepared and submitted by the agency in three copies.

5. WATER & ELECTRICITY

- 5.1. Water & Electricity and space will be provided by the employer free of cost for the execution of service.



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SECTION- VI: **AREA OF SCOPE & SCHEDULE OF REQUIREMENT**



SECTION-VI: AREA OF SCOPE & SCHEDULE OF REQUIREMENT

Area of Scope: the National Judicial Academy requires to appoint an agency hereinafter called “Contractor” for providing and executing the services of photocopy, printing and binding work. The above work involves as under:

1. The collection of material for photocopy from Academy (course coordinators or the person authorised to hand over the material). The photocopy shall be done on the supreme quality of paper JK red or equivalent having 75 GSM.
2. Printing of cover page and the last page for the material as per sample.
3. Perfect Binding of the photocopy material or spiral binding of the material, as instructed, with best quality of material of binding as per sample.
4. Handing over back the material complete in all respect as per the requirement of the Academy.
5. The time factor of handing over the material back to the Academy is very important as these reading material is to be despatched to various High Courts well in advance of the programme to be held at Academy.

Schedule of Requirement:

1. The agency appointed for the work shall photocopy the material on the following size of good quality paper of JK red or equivalent approved make of 75 GSM A4, A3 white and A4, A3 coloured paper, Glossy paper etc. as per requirement.

Item no	Description
1.01	A-4 size sheet single side photocopy.
1.02	A-4 size sheet both side photocopy
1.03	A-4 size sheet single side coloured photocopy
1.04	A-4 size sheet both side coloured photocopy
1.05	A-4 size coloured sheet single side photocopy.
1.06	A-4 size coloured photocopy on glossy sheet.
1.07	A-3 size sheet single side photocopy.
1.08	A-3 size sheet both side photocopy
1.09	A-3 size sheet single side coloured photocopy
1.10	A-3 size sheet both side coloured photocopy
2.00	Printing of cover page on coloured sheet (200 GSM Art Sheet) with lamination.
2.01	Coloured Printing Cover Page (as per approved sample)
3	Book Binding:
3.01	(1) Up to 200 sheet
3.02	(2) 201 to 400 sheet
4	Spiral Binding:
4.01	(1) Up to 100 sheet
4.02	(2) 101 to 400 sheet
5	Hard Binding (350 GSM Card board with laminated cover) with printing of cover page:
5.01	(1) Up to 200 sheet
5.02	(2) 201 to 400 sheet
5.03	(3) >400 sheets
6	Printing of certificate in Art card 300 GSM (Glossy sheet double colour, Size A-4 as per approved sample)

2. The contract initially shall be for the period of two year from the commencement of work and can be extended further on mutual agreement if the work done during the year is found satisfactory.
3. The photocopy work is required to be done on the latest technology photocopier machine having digital counter.
4. The Academy can request to the contractor to install atleast one heavy duty digital photocopier machine having digital counter and of capable of A3 size photocopying in Academy premises, in such condition Academy shall provide space for the machine and arrangement of electricity free of cost.



NATIONAL JUDICIAL ACADEMY

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FINANCIAL BID

Section–VII: Bill of Quantities (Price Schedule)

for

Category – 01: Photocopy, Printing and Binding Services

Providing and Facilitating Photocopy, Printing and Binding Services



Section-VII ('A') : Bill of Quantities (Price Schedule)

(First year of Contract)

Bid No.: NJA/Admin/Services-01/2017/10/

Date: 15/10/2017

Category – 01: Photocopy, Printing and Binding Services

Providing and Facilitating Photocopy, Printing and Binding Services

Note: The contract prices for both the year should be quoted separately, if rate for Second year is not quoted in Section VII ('B') rate quoted for first year will be treated as same for both year.

Name of Contractor: _____

Address: _____

Description of work : Providing and executing photocopy work on JK red or equivalent approved make 75 GSM JK red or equivalent photocopy paper with high quality digital photocopier, The photocopy work includes receiving material for photocopy from Academy and deliver back duly completed in all respects at the premises within the stipulated time with the following size of paper:

Item no	Description	Estimated quantity of work (in Nos.)	Rates Per Unit (Rs)		Amount
			In Figure	In Words	
1.01	A-4 size sheet single side photocopy.	90000			
1.02	A-4 size sheet both side photocopy	1270000			
1.03	A-4 size sheet single side coloured photocopy	150			
1.04	A-4 size sheet both side coloured photocopy	150			
1.05	A-4 size coloured sheet single side photocopy.	34000			
1.06	A-4 size coloured photocopy on glossy sheet.	150			
1.07	A-3 size sheet single side photocopy.	150			
1.08	A-3 size sheet both side photocopy	150			
1.09	A-3 size sheet single side coloured photocopy	150			
1.10	A-3 size sheet both side coloured photocopy	150			

Item no	Description	Estimated quantity of work (in Nos.)	Rates Per unit (Rs)		Amount
			In Figure	In Words	
2.00	Printing of cover page on coloured sheet (200 GSM Art Sheet) with lamination.	5000			
2.01	Coloured Printing Cover Page (as per approved sample)	4000			
3	Book Binding:				
3.01	(1) Up to 200 sheet	2500			
3.02	(2) 201 to 400 sheet.	3000			
4	Spiral Binding :				
4.01	(1) Up to 100 sheet	500			
4.02	(2) 101 to 400 sheet	200			
5	Hard Binding (350 GSM Card board with laminated cover) with printing of cover page	100			
5.01	(1) Up to 200 sheet				
5.02	(2) 201 to 400 sheet.	100			
5.03	(3) > 400 sheet.	100			
6.00	Printing of certificate in Art card 300 GSM (Glossy sheet double colour, Size A-4 as per approved sample)	8000			
Total Bid Price					

NOTE:-

1. Unit rates and prices shall be quoted by the bidder in Indian currency.
2. Where there is a discrepancy between the rate in figures and words, the rates in words will govern.
3. Rate quoted should be inclusive of Taxes, if any payable.
4. The unit of appropriate work shown is only estimated quantity and the actual requirement may increase/decrease. There will not be any guarantee for minimum quantity of assured work.

Date : ____/____/20__

Place: _____

Signature of Authorized signatory
Seal

Signature of Contractor



Section-VII ('B') : Bill of Quantities (Price Schedule)

(Second year of Contract)

Bid No.: NJA/Admin/Services-01/2017/10/

Date: 15/10/2017

Category – 01: Photocopy, Printing and Binding Services

Providing and Facilitating Photocopy, Printing and Binding Services

Note: The contract prices for both the year should be quoted separately, if rate for Second year is not quoted in Section VII ('B') rate quoted for first year will be treated as same for both year.

Name of Contractor: _____

Address: _____

Description of work : Providing and executing photocopy work on JK red or equivalent approved make 75 GSM JK red or equivalent photocopy paper with high quality digital photocopier, The photocopy work includes receiving material for photocopy from Academy and deliver back duly completed in all respects at the premises within the stipulated time with the following size of paper:

Item no	Description	Estimated quantity of work (in Nos.)	Rates Per Unit (Rs)		Amount
			In Figure	In Words	
1.01	A-4 size sheet single side photocopy.	90000			
1.02	A-4 size sheet both side photocopy	1270000			
1.03	A-4 size sheet single side coloured photocopy	150			
1.04	A-4 size sheet both side coloured photocopy	150			
1.05	A-4 size coloured sheet single side photocopy.	34000			
1.06	A-4 size coloured photocopy on glossy sheet.	150			
1.07	A-3 size sheet single side photocopy.	150			
1.08	A-3 size sheet both side photocopy	150			
1.09	A-3 size sheet single side coloured photocopy	150			
1.10	A-3 size sheet both side coloured photocopy	150			

Item no	Description	Estimated quantity of work (in Nos.)	Rates Per unit (Rs)		Amount
			In Figure	In Words	
2.00	Printing of cover page on coloured sheet (200 GSM Art Sheet) with lamination.	5000			
2.01	Coloured Printing Cover Page (as per approved sample)	4000			
3	Book Binding:				
3.01	(1) Up to 200 sheet	2500			
3.02	(2) 201 to 400 sheet.	3000			
4	Spiral Binding :				
4.01	(1) Up to 100 sheet	500			
4.02	(2) 101 to 400 sheet	200			
5	Hard Binding (350 GSM Card board with laminated cover) with printing of cover page	100			
5.01	(1) Up to 200 sheet				
5.02	(2) 201 to 400 sheet.	100			
5.03	(3) > 400 sheet.	100			
6.00	Printing of certificate in Art card 300 GSM (Glossy sheet double colour, Size A-4 as per approved sample)	8000			
Total Bid Price					

NOTE:-

1. Unit rates and prices shall be quoted by the bidder in Indian currency.
2. Where there is a discrepancy between the rate in figures and words, the rates in words will govern.
3. Rate quoted should be inclusive of Taxes, if any payable.
4. The unit of appropriate work shown is only estimated quantity and the actual requirement may increase/decrease. There will not be any guarantee for minimum quantity of assured work.

Date : ____/____/20__

Place: _____

Signature of Authorized signatory
Seal

Signature of Contractor



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SECTION- VIII

FORMS OF SECURITIES

Acceptable forms of securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

Annexure- A: Bid Security (Bank Guarantee)

Annexure- B: Performance Bank Guarantee

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____ [date] for **Providing and Facilitating Photocopy, Printing and Binding service** [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ (name of country) having our registered office at _____ (hereinafter called "the Bank") are bound unto **National Judicial Academy, Bhadbhada Road, Suraj Nagar, Bhopal** [name of Employer] (hereinafter called "the Employer") in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligations are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
 - (c) does not accept the correction of the Bid Price pursuant to Clause-27 of the Instructions to Bidders(ITB);

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, name and address]

Note:

1. The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 15 of the Instructions to Bidders.
2. 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

PERFORMANCE BANK GUARANTEE

To: _____ [name of Employer]
 _____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Services] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee]¹ _____ [In words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 60 days from the date of expiry of the Contract period.

Signature and seal of the guarantor _____
 Name of Bank _____
 Address _____
 Date _____

¹ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.