

## **BID DOCUMENT**

### **Category- 03: Transportation Services**

### **Execution and Facilitating the Transportation (Taxi) Services**



### **NATIONAL JUDICIAL ACADEMY**

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

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



# NATIONAL JUDICIAL ACADEMY

Category- 03 : Transportation Services

## **Execution and Facilitating the Transportation (Taxi) 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/Adm/Services-03/2017/05

Date: 18/05/2017

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	Execution and Facilitating the Transportation (Taxi) Services.	2,000/-	3,07,800/-

Bid document can be obtained by the prospective bidders on payment in cash or through Demand Draft in favour of “National Judicial Academy” payable at Bhopal from the Academy up to **19/06/2017 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 19/06/2017**. For tender documents and other details, please visit [www.nja.gov.in](http://www.nja.gov.in) or [www.tenders.gov.in](http://www.tenders.gov.in) or [www.eprocure.gov.in](http://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](http://www.nja.gov.in), E-mail: [njabhopal@nja.gov.in](mailto:njabhopal@nja.gov.in)

Bid No. : NJA/Adm/Service-03/

Dated: 18/05/2017

### INVITATION FOR BIDS- TRANSPORTATION SERVICES

Sealed Bids are invited from experienced professional Transportation agencies for Execution and Facilitating the Transportation (Taxi) 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
Execution and Facilitating the Transportation (Taxi) Services	Rs. 3,07,800/- in the form of 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 19/06/2017** during working hours or download the same from website [www.tenders.gov.in](http://www.tenders.gov.in) or [www.nja.gov.in](http://www.nja.gov.in) or [www.eprocure.gov.in](http://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 19/06/2017**. The bids shall be opened on **19/06/2017 at 15:30 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**

- Bid document can be purchased by the prospective bidder on payment of Rs. 2,000/- through Demand Draft/cash in favour of "National Judicial Academy" payable at Bhopal from the office of the Registrar (Administration), National Judicial Academy **up to 19/06/2017 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.
- Bid must be delivered to National Judicial Academy **on or before 14:30 hours on 19/06/2017** and will be opened on **19/06/2017 at 15:30 hours**, in the presence of the bidders who wish to attend.
- 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](http://www.nja.gov.in) or Govt. websites [www.tenders.gov.in](http://www.tenders.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in). The cost of bid document shall be submitted by the bidder at the time of submission of the bid as prescribed above, if bid document is obtained from web site.

Director



# NATIONAL JUDICIAL ACADEMY

## Technical Bid

### DOMESTIC COMPETITIVE BIDDING

Bid No.: NJA/Adm/Services-03/2017/05

Date : 18/05/2017

Name of Work	Execution and Facilitating the Transportation (Taxi) Services
Bid Security	Rs. 3,07,800/-
Period of sale of Bidding Document	Up to 19/06/2017 till 11:30 hours.
Time and Date for Pre Bid meeting	10/06/2017 at 11:00 hours
Last Date and Time for receipt of Bids	Up to 14:30 hours on 19/06/2017
Time and Date of Opening of Bid	19/06/2017 at 15:30 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**

<b><u>No.</u></b>	<b><u>Particular</u></b>	<b><u>Remark</u></b>
1.	Enclosed Money Receipt of cost of Bid document or Bankers Cheque /DD.	<b>Yes/No</b>
2.	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, or Bank Guarantee in prescribed format from any of the commercial bank, in favour of “National Judicial Academy” payable at Bhopal.  <b>Rs. _____ in the form of _____ valid up to _____ enclosed.</b>	<b>Yes/No</b>
3.	Price of the Bid, if the document downloaded from website.	<b>Yes/No</b>
4.	Copies of Registration certificate under various Statutory, laws viz. PAN, TIN, ESIC, EPF, Labour licence etc., whichever is applicable to carry out the services, are enclosed as Annexure __. (Ref. Section-I).	<b>Yes/No</b>
5.	Formal forwarding letter in standard printed form addressed to the Employer	<b>Yes/No</b>
6.	Certificate of authentication by owner for experience of similar type of works.	<b>Yes/No</b>
7.	Detailed methodology indication the procedures of execution of work and schedule of completion of the work.	<b>Yes/No</b>
8.	Copies of original documents defining the constitution or legal status of the firm/ organization.	<b>Yes/No</b>
9.	Power of attorney of the authorized signatory signing the Bid.	<b>Yes/No</b>
10.	Total monetary value of work/supplies performed for each of the last three year.	<b>Yes/No</b>
11.	Whether covering letter as per Bid document along with the financial bid i.e. “Form of contractor’s Bid” is enclosed. (Appendix-II).	<b>Yes/No</b>
12.	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.	<b>Yes/No</b>
13.	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.	<b>Yes/No</b>
14.	Statement regarding details of pending litigation and Bankruptcy is enclosed as Annexure ____.	<b>Yes/No</b>
15.	Supporting documents to prove the financial standing is enclosed as Annexure ____.	<b>Yes/No</b>
16.	Copies of all enclosures are self-attested.	<b>Yes/No</b>
17.	Statement regarding correction/modification is enclosed as Annex ____.	<b>Yes/No</b>
18.	Authorization to seek references from Banker is enclosed as Annex _____. (Ref. Cl-3 of Sec.-I).	<b>Yes/No</b>
19.	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.-3 of Section-I).	<b>Yes/No</b>

<b>No.</b>	<b>Particular</b>	<b>Remark</b>
20.	The annual turnover to be shown is only for the services of Transportation services and value of no other services included in it. (Ref. Section-II).	<b>Yes/No</b>
21.	Copy of valid license to run Transportation Services is enclosed.	<b>Yes/No</b>
22.	The value of work and period shown are distinctively for the service provided in the area of Transportation Services. (Ref. Clause-3 of Section-I).	<b>Yes/No</b>
23.	Reports on the financial standing of the Bidder:- (a) Audited Balance Sheet (b) Profit and loss statements. (c) Auditor's report for the past three years. * Note:- Value of Transportation Services should be shown separately	<b>Yes/No</b>

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, whichever 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**

<b>Profile of the Company/Agency ;</b>	
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.	If registered as a Company, please indicate if copy of certificate of incorporation is enclosed. : (a) Furnish the name of Chairman/Managing Director (b) Names of Directors their occupation and address
	If registered as a Firm, please indicate if copy of registration enclosed? : (a) Furnish names of partners their occupation and addresses.
	If registered under Shops & Establishment, please indicate if copy of Registration with latest renewals enclosed? : (a) If it is a proprietary concern name and address of the Proprietor. (b) If Partners are there, their name and address and occupation of partners
12.	Is your Company/Agency carrying out any other trade/ business in addition to Transportation Services? Furnish particulars of the other trade/business carried out. :



<b>Statutory Requirements</b>	
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 Section 69 of the Indian Finance Act 1994 and Service Tax Rules 1994? If so, enclose copy of Registration. Enclose copy of latest remittance made by your Agency under service tax rules. : Service Tax Registration details :
4.	Have you registered with State/Central Labour Authorities. If so, enclose copy of registration. : Labour License No. :
5.	License no. & validity to run private Transportation services in MP.

<b>General Details</b>	
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. :
7	TIN/TAN :

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 BIDDERS (ITB)**

### **1. Scope of Bid**

- 1.1 The National Judicial Academy (referred to as Employer in these documents) invites bids for Execution and Facilitating the Transportation (Taxi) Services (as defined in these documents and referred to as “Service/ Services or the Works”) 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.

### **Source of Funds**

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

### **2. Eligible Bidders**

- 2.1 The invitation for Bids is open to all firms/ organizations/ Contractor/ agencies of repute who have minimum three years experience of providing similar type of services.
- 2.2 The bidder must have minimum three years experience of providing Transportation (Taxi/Tour Operation only) service in any Academy/Training center/Guest House/Hotel or similar type of organization/institution or tourism department with an annual turnover of 20 lacks in each of the preceding three years and must own or have on lease a fleet of minimum 15 commercial vehicles with valid taxi registration certificate (AC/Non AC four wheeler vehicles) having ownership of at least 10 vehicles along with proof of ownership with valid license to carry out such services as on bid closing date.
- 2.3 If Government owned/controlled organization is willing to participate, they will have to produce a certificate of competent authority authorizing it to participate in the tender.

#### **2.4 Financial Solvency**

- 2.4.1 The bidder should have a solvency of Rs. 5,00,000 (Rupees Five Lakhs). A certificate to this effect may be enclosed from the banker.
- 2.5 The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practice issued by the Academy in accordance with sub clause 31.1.

### **3. Qualification of Bidder:**

- 3.1 All bidders shall provide in Section–II qualification information in prescribed format regarding average annual turnover (AATO), experience in similar work, details of key personnel, plants and equipments and proposed methodology.
- 3.2 The bidder should, however, undertake their own studies and furnish with their bid a detailed methodology supported with equipment & man power 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. All bidders shall include the following information and documents with their bids in Section-II.
  - (a) Copies of original documents defining the constitution or legal status of the firm/organization, place of registration, and principal place of business, power of attorney of the authorized signatory of signing the Bid.
  - (b) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor’s report for the past three years.
  - (c) Authority to seek reference from bidder’s banker, if required.

- (d) Information regarding any litigation, current or during the last Five years, in which the bidder is involved, the party concerned and disputed amount.
- 3.3 To qualify for the contracts or the package of contract for which the bids are invited in the IFB, the bidder must qualify in his technical bid evaluation.
- 3.4 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.
- 3.5 Please furnish a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with any employee of the Academy or any other entity that has prepared the design, specifications and other documents for the contract.
- 3.6 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

**4. One Bid per Bidder**

- 4.1 Each bidder shall submit only one bid for one Category. A bidder who submit or participate in more than one bid in single category will cause all the proposals with the Bidder's participation to be disqualified.

**5. Cost of Bidding**

- 5.1 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.

**6. Site Visit**

- 6.1 The bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the nature and intricacies of the works, and obtain all information from the Employer that may be necessary for preparing the bid and entering in to a contract for execution of the Works. The cost of the visiting the site shall be at the Bidder's own expenses.

**7. Content of bidding Documents**

- 7.1 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. Specification of Works, Scope of Works Special Conditions of Contract/Drawing–Sec – V.
  - vii. Bill of Quantities / Financial Bid and Forms of Bid – Section –VI
  - viii. Form of Securities – Section - VII
- 7.2 Bidding Documents supplied should be completed and returned with the bid.
- 7.3 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.

**8. Clarification of the Bidding Document**

- 8.1 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 which 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. Pre Bid meeting

- 9.1 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.
- 9.2 Any modification of the bidding document, 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.
- 9.3 Non – attendance at the Pre Bid Meeting will not be a cause for disqualification.

## 10. Amendment of Bidding Document

- 10.1 Before the deadline for submission of the bids, the Employer may modify the bidding document by using addenda.
- 10.2 Any addendum thus issued shall be the part of the Bid document and shall be communicated in writing/cable/e-mail to all the purchaser of the Bid document.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Employer may extend, if necessary, the dead line for submission of bids.

## 11. Language of the Bid

- 11.1 All documents related to the bid shall be in the 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 clause-3 and 7 of Section-I except the priced Bill of Quantities. i.e. except Section-VI.

### b) Financial Bid – Comprising of priced Bill of Quantities i.e. Section-VI

## 13. Bid Prices

- 13.1 The contracts shall be for the whole works as described in section-V 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 shall be excluded in the rates but 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 be subject to adjustment as per provisions explained at clause 13.5 of Section-1.
- 13.5 Compensation/recovery clause on account of variation in fuel prices:

To take care of price variation in fuel (diesel/petrol) the price compensation/recovery will be as per following formula:

$$\% \text{ compensation/recovery} = \frac{1}{2} \times \left( \frac{F1}{F0} - 1 \right) \times 100$$

- (a) Where F1 is the minimum price of petrol/diesel cost during the month to which the bill will relate.
  - (b) F0 is petrol/diesel cost as on Tender opening date.
  - (c) -/+ indicates recovery and compensation respectively.
  - (d) % compensation/recovery will be on the accepted rate for various categories of vehicles supplied in respective month.
- 13.6 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.
  - 13.7 Correction, if any, shall be made by crossing out, initialing, 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 without 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- VII 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 certified 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.
- 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-25.
  - iii. The successful bidder fails within the specified time limit to:
    - a) Sign the Agreement.
    - b) Furnish the required Performance Security.

**16. Alternative proposal by Bidder**

- 16.1 The Bidder shall submit offers that comply with the requirements of the bidding documents, including the basic specification of works, and or design as indicated in the drawings and specification. Alternative will not be considered.

**17. Format and signing of Bid**

- 17.1 The bidder shall submit one copy of the bid document in original comprising the Bid as described in Clause-12 of the Instruction to Bidders.
- 17.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid
- 17.3 The Bid shall contain no alteration 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.

**18. Sealing & Marking of Bid**

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

- 18.1 Envelope-A (Duly Sealed) :** Should contain



- a) The cost of Bid document for Rs. 2,000/- in the form of Account payee DD/Banker's Cheque from any of the commercial bank, in favour of "National Judicial Academy" payable at Bhopal, if document is downloaded from website. If Bid document is obtained from NJA office then enclose a copy of Money Receipt obtained from NJA office.
- b) Bid Security in prescribed manner.

**18.2 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-V and other enclosures as mentioned in the bid documents (duly filled up with required documents) signed & seal each page of the bid documents.

**18.3 Envelope-C (Duly sealed):** Should contain

Financial Bid in standard format as per Section-VI 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).

- 18.4 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.
- 18.5 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

- a) Bid for: Execution and Facilitating the Transportation (Taxi) Services.
  - b) Bid Reference No:- NJA/Adm/Services-03/2017/05 dated :
  - c) Do not open before \_\_\_\_\_(Date & time for Bid Opening).
  - d) Name & Address of the Bidder \_\_\_\_\_.
- 18.6 If the outer envelop is not sealed and marked as above, the Academy will assume no responsibility for the misplacement or premature opening of Bid.

**19. Dead Line for submission of Bid**

- 19.1 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.
- 19.2 The Employer may extend the deadline for submission of bids by issuing an addenda.

**20. Late Bid**

- 20.1 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.

**21. Modification and Withdrawal of Bids**

- 21.1 Bidder may modify or withdraw their bids by giving notice in writing before the deadline for submission of Bid as prescribed in clause-19.
- 21.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 17 & 18, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- 21.3 No Bid may be modified after the deadline for submission of bids.
- 21.4 Withdrawal or modification of a bid between the deadline for submission of bids and expiration of the period of bid validity may result in the forfeiture of the Bid Security pursuant to Clause-15.
- 21.5 Bidders may only offer discount to, otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause or included in the original bid submission.

**22. Bid Opening**

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 All financial bids which are to be opened after technical evaluation as per clause-24 shall be opened at later date about which all concerned bidders shall be notified in advance.
- 22.6 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.
- 22.7 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with sub Clause-22.1 to 22.6 and the minutes shall form part of the contract.

**23. Clarification of Bid**

- 23.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including break down of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors, discovered by the Employer in the evaluation of the Bids in accordance with clause-25.
- 23.2 If the employer is of the view that any rate quoted, on any part therefore, is too low for the bidder to be able to reasonably meet required standards of service, the employer may ask the bidder to justify how the services will be provided at the quoted price while maintaining required standards of service.

**24. Examination of Bids and Determination of Responsiveness**

- 24.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid:-
  - (a) Meets the eligibility criteria defined in Clause-3 of Section I and Section-II.
  - (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.
- 24.2 A responsive Bid is one confirms to all the terms, conditions and specification of the Bidding Document, 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 Works;
  - (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.
- 24.3 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 informations in regard to award and recognition.

24.4 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.

**25. Correction of Errors**

25.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Error 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.

25.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors, 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 Sub-Clause 15.6.

**26. Evaluation and Comparison of Bid**

26.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause-24.

26.2 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 25
- b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 21.5.

26.3 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.

26.4 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.

**27. Award Criteria**

27.1 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 1<sup>st</sup> year & 2<sup>nd</sup> 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.

27.2 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.

27.3 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.

**28. Notification of Award and Signing of Agreement**

28.1 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”).

- 28.2 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-29.
- 28.3 The Agreement will incorporate all correspondence between the Employer and the successful bidder with the Letter of Acceptance. Within 28 days of receipt of letter of acceptance the successful bidder will sign the Agreement with the employer.
- 28.4 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.

**29. Performance Security**

- 29.1 Within, 21 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).
  - a) In the form of bank guarantee in the in the prescribed format of any Commercial Bank (Annexure-B) or
  - b) 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).
- 29.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, DD or FDR, it shall be issued by a Commercial bank.
- 29.3 Failure of the successful Bidder to comply with the requirements of Sub Clause-29.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security.
- 29.4 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.

**30. Assignment or Sub letting**

- 30.1 The Contractor shall not assign this contract to any other person or and shall sublet any portion of the work.

**31. Corrupt or Fraudulent Practice**

- 31.1 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 anything 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 level 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 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 executing, the contract.



NATIONAL JUDICIAL ACADEMY

## **Execution and Facilitating the Transportation (Taxi) Services**

### **Section-II**

Forms of Bid & Letter of Acceptance



## **SECTION II –QUALIFICATION INFORMATION**

### **1. General Conditions**

- 1.1 The bidder must have minimum three years experience of providing Transportation (Taxi/Tour Operation only) service in any Academy/Training center/Guest House/Hotel or similar type of organization/ institution or tourism department with the certificate of authentication by owner. The details of experience are to be furnished in form Tech-1.
- 1.2 The bidder must own or have on lease a fleet of minimum 15 commercial vehicles with valid taxi registration certificate (AC/Non AC four wheeler vehicles) having ownership of at least 10 vehicles along with the proof of ownership with valid licence to carry out such services as on bid closing date. Details are to be furnished in form Tech-2A. The proof of ownership like copy of invoice/registration etc. is essential. The vehicles should not be more than three years old as on the closing date of bid and must be in good conditions in all respect.
- 1.3 The details of personnel proposed to be employed for the purpose of providing the services are required to be filled in form Tech-2B indicating name, age, qualification and experience. This information is required only for key personnel and not for the support staff.
- 1.4 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. The annual turnover in each of the preceding three years should not be less than 20 lakhs.
- 1.5 The bidder should ensure availability minimum one qualified, trained and experienced supervisor for entire management of the services. The supervisor shall be a qualified and experienced person in the relevant field with good physique. The number mentioned is minimum requirement and it is the responsibility of the bidder to engage sufficient number of staff for managing the service without any complaint and to the entire satisfaction of the employer.
- 1.6 The Supervisor and other staff employed by the bidder for the service shall be medically and physically fit for the service and fitness certificate from appropriate medical authority should be submitted to the employer at bidders own cost.
- 1.7 The Bidder must submit a detailed methodology indicating the procedures of operation, quality control procedure etc. for providing the services during the contract period. For the purpose of understanding the proposed methodology, the employer has the option of calling bidders for presentation / discussion before the selection committee.
- 1.8 The Bidder shall be registered with Service Tax, EPF and ESIC organizations as required under statutory regulation to carryout taxi services. Also they should possess a valid registration certificate issued by a competent authority to run the transport/ travel services on the closing date of bid submission.
- 1.9 Bidder must possess the labour license under Labour Contract Act, if required. The drivers engaged by the Contractor should have valid commercial license and vehicles should be duly registered with RTO under taxi category and insured by Insurance Company.
- 1.10 Bidder registered with department of tourism or any other statutory authority for such services shall be preferred.

**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 Transportation 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 submit the requisite certified solvency certificate and authorize the NJA to approach the Bank issuing the solvency certificate to confirm the correctness thereof. We also 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: Execution and Facilitating the Transportation (Taxi) Services.

To

The Registrar (Administration)  
National Judicial Academy  
Suraj Nagar, Bhadbhada Road  
Bhopal

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 : \_\_\_\_\_

2. 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 Transportation Services: (Amount in Lacs)

Particular	Year	Value (Rs. lacs)
Total value of work (Only Transportation 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	2014-15	2015-16	2016-17	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.	<b>(a) Gross Taxable Income</b>	
	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.\*\*

No.	Name of the organization with complete postal address	Private Sector / Govt. Body / PSU / Training Institute	Name and designation of the contact person with Tel. / Mobile No (s)	Project Name	Description/ Nature of work	Contract No.	Value of (Rs. In Lacs)	No. of Vehicles deployed by your firm	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks on performance report

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

Date : \_\_\_/\_\_\_/20\_\_

Place : \_\_\_\_\_

Signature of Authorized Signatory  
Seal

**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

**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. Average deployment of vehicle per day :

g. Overall grading of Service : Excellent/Very Good/Good/Fair

h. Compliance of all statutory requirements- Yes / No

Date :\_\_\_\_/\_\_\_\_/20\_\_

Place :\_\_\_\_\_

Signature of Authorized Signatory

Seal

**Details of Key Personnel**

No.	Name	Position Proposed	Qualification	Experience in Similar Job	Remark

Date : \_\_\_/\_\_\_/20\_\_

Place : \_\_\_\_\_

Signature of Authorized Signatory

Seal

Details of Key Vehicles Required to Provide Services

Sr. No	Type of Vehicle	Make	Registration No.	Date of Reg. with RTO	Reg. Category Pvt. or commercial	Owned/ leased/ To be Procured	Proof / Invoice of Owning	Remark

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-29 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 29.1 and signing of the contract for the Execution and Facilitating the Transpiration (Taxi) services 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)
- (2)

- (1)
- (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

#### 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. Capital initials are used to identify defined terms

**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 Works as certified by the Employer or his nominee in accordance with Contract Data.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works / provide 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** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed 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 Works not completed in accordance with the Contract and includes deficiencies.

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 Works.

**Equipment** is the Contractor's machinery / non consumable items / vehicle etc brought temporarily to the Site to construct the Works or to carry out services as per the terms of the contract.

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 works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the employer by issuing an extension of time.

**Material** are all supplies, including consumables, used by the contractor for incorporation in the Works/services.

**Plant** is any integral part of the Works which is to have mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area where the contractor has to execute the Works / services defined as such in the Contract Data

**Specification** means the specification of the Works included in the Contract and any modification or addition made or approved by the employer or his authorized representative of employer.

The **Start Date** is the date when the, Contractor shall commence execution of the works / services and shall be the date of issuance of the work order.

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 Works** are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works/providing of services.

A **Variation** is an instruction given by the employer or his representative which varies the works.

The **Works** are what the contract requires the contractor to execute, install, provide services and turn over to the Employer as defined in Section-V Scope of Work.

**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 the sectional completion is specified in the Contract Data reference in the Condition of the Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works)
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
  - a. Agreement
  - b. Letter of Acceptance and notice to proceed with works
  - c. Contractor's Bid
  - d. Contract Data
  - e. General Conditions of Contract including Special Conditions of Contract
  - f. Specification of Works, Scope of Works
  - g. Drawings / Details
  - h. Bill of quantities and
  - i. 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 shall be English and the law governing the Contract shall be Union and State Laws applicable at the site of works.

**4. Communications**

- 4.1 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).

**5. Joint Venture**

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

**6. Other Contractors**

- 6.1 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.
- 6.2 Subcontracting is not allowed.

**7. Personnel**

- 7.1 The Contractor shall employ/nominate the key personnel/Project Manager in the Schedule of Key Personnel–Tech 2B to carry out the functions stated in the scope of works. The Employer 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.
- 7.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within two days and has no further connections with the work in the Contract.

**8. Employer's and Contractor's Risks**

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

**9. Employer’s Risk**

9.1 The Employers risks are

- a) in so far as they directly affect the execution of the Works in the country where the Permanent Works 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 traveling 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 Works.
  - 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 Works, 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 Works, 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. Prevent loss or damage to physical property from occurring by taking appropriate measures or
    - b. Insure against.

**10. Contractor's Risks**

10.1 All risks or loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

**11. Insurance**

11.1 The Contractor shall have the insurance cover from the Start Date to the completion of the work , for the following events which are due to the Contractors risks:

- a. loss of or damage to the Works, Plant and Materials
- b. loss of or damage to Equipment, loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- c. personal injury or death.
- d. In case of Transportation services contract “Work Liability Insurance” is required to be done.

**12. Contractor to Construct the Works.**

12.1 The contractor shall execute the service or provide services in accordance with the specification and instructions.

**13 The Works to Be Completed by the Intended Completion Date.**

13 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.

**14 Approval by the Employer**

14.1 All Transportation services providing shall be got approved from the Employer or his authorized representative.

**15. Safety**

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

**16. Discoveries**

16.1 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 of such discoveries and carry out the Employer’s instructions for dealing with them.

**17. Possession of the Site**

17.1 The Employer shall give possession of the Site to the Contractor, free from encumbrances. If possession of site may be given in a phased manner so as to be compatible with contractor’s work progress.

**18. Access to the Site**

18.1 The Contractor shall allow the Employer or his nominee and any person authorized by the Employer 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 materials plant are being manufactured, fabricated and /or assembled for the works or to provide the services.

**19. Instructions**

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

**20. Arbitration.**

20.1 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.

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

20.3 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.

20.4 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.

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

20.6 All arbitration awards shall be in writing and shall state the reasons for the award.

20.7 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.

**21. Program**

21.1 During the currency of Annual service contract the contractor shall submit to the employer or his nominee for approval an updated Program showing ‘the general methods, arrangements, order, and timing for all the activities in the works 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.

- 21.2 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.

**22. Identify Defects**

- 22.1 The Employer or his nominee shall check the Contractor's work and notify the Contractor of any Defects/deficiency 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 test any work that the Employer or his nominee considers may have a Defect.

**23. Tests.**

- 23.1 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.

**24. Correction of Defects**

- 24.1 The employer or his nominee shall give notice to the Contractor of any shortcoming in services or supply of insufficient or poor quality of services as defined in the Contract Data.
- 24.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the employer or its nominee's notice.

**25. Uncorrected Defects**

- 25.1 If the contractor has not corrected a defect within the time specified by the Employer or his nominee's notice the Employer or his nominee can impose suitable penalty as deemed fit, subject to the provision of the bid.

**26. Bill of Quantities**

- 26.1 The Bill of Quantities shall contain items to be carried out for Transportation services by the Contractor.
- 26.2 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.
- 26.3 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.

**26.4 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 and variation of fuel price as per clause-13.5 of Section-I are considered for adjustment in contract price.

**27. Variations.**

- 27.1 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.
- 27.2 The contract will be purely on rate contract basis and there will not be any guarantee of minimum/ maximum volume of work.
- 27.3 In case of service providing contracts the duration of the services may be extended on mutual agreement.
- 27.4 All variations shall be included in updated programs produced by the contractor.

**28. Payments for Variations.**

- 28.1 The contract is on item wise rate contract without any minimum quantum of assured work.
- 28.2 No extra payment or rate will be entertained for any variation in work, without prior approval of employer.



- 28.3 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.

## 29. Payments

- 29.1 Bills shall be prepared and submitted by the Contractor. Joint measurements/ quantity of works/services shall be taken continuously and need not be connected with billing stage. System of 3 copies of bill and signed by both Contractor and Employer shall be followed. The bill will be submitted by contractor on periodical basis, as the case may be.
- 29.2 Items of the Works for which no rate or price has been entered in bill not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 29.3 Bill amount shall be paid within 15 days of submission of the bill.
- 29.4 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.
- 29.5 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.

## 30. Tax

- 30.1 The rates quoted by the Contractor shall be exclusive of the sales, service 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. For this purpose, the tax component may be specified separately by the Contractor in the bills as per applicable laws.

## 31. Subsequent Legislation

- 31.1 If, after 28 days (Twenty eight) prior to the date for submission of tenders for the contract there occur changes to any National or State Statute, Ordinance or Decree or other Law or any regulation or by 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.

## 32. Retention

- 32.1 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.
- 32.2 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 by on demand 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.

## 33. Liquidated Damages

- 33.1 In case any vehicle is not found as per standards prescribed norms or services not made available in time, the total price of the vehicle(s) will be disallowed, in addition to penalty.
- 33.2 In case of service providing contract, if the contractor fails to provide services in time the employer shall get the same done from the open market and the extra cost incurred on this shall be recoverable from the contractor in addition to suitable penalty subject to a maximum deduction of 10% of the contract price.

## 34. Advance Payment

- 34.1 No advance payment shall be paid to the contractor in any circumstances under this contract.



**35. Secured Advance**

- 35.1 No advance payment in respect of material and plant/equipment shall be paid, in any circumstances under this contract.

**36. Security Deposit**

- 36.1 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 Account payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, bank Guarantee from a commercial bank in an acceptable form pursuant to Clause-29 of Section-I.
  - (b) Retentions money should be deducted at 5% from running bills pursuant to clause-32 of Section-III.
- 36.2 The Security Deposit in the form of Performance Guaranty & Retention Money should not exceed 10% of total contract value.
- 36.3 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.
- 36.4 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. The release of security deposit will be subject to submission of clearances certificate from LEO and EO (EPF) by the contractor, if required.

**37. Cost of Repairs**

- 37.1 Loss or damage to the works or material to be incorporated in the works during the currency of the contract shall be remedied by the contractor at the contract's cost if the loss or damage arises from the contractor's acts or omissions.

**38. Completion**

- 38.1 After completion of the work, the contractor will serve a written notice to the Employer or his nominee. Employer or his nominee upon receipt of this notice shall conduct a complete joint survey of the work within 7 days and prepare defects list jointly. The defects pointed out by the employer or his nominee would be rectified by the contractor within 14 days and thereafter acceptance report be signed jointly by the contractor and the Employer. This joint acceptance report shall be treated as 'Completion Certificate'.

**39 Taking Over**

- 39.1 The Employer shall take over the Site/equipments etc as the case may be and the Works within seven days of the certificate of Completion.

**40. Final Account**

- 40.1 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 before the end of the Defects liability Period. The Employer or his nominee shall issue a Defects liability Certificate and certify any final payment that is due to the Contractor within 30 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 60 days of receiving the contractor's revised account.

**41. Termination**

- 41.1 The Employer or the Contractor may terminate the Contract if the other party causes fundamental breach of the Contract.

- 41.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- i. The Contractor stops work for 7 days when no stoppage of work is shown on Program and the stoppage has not been authorized by the Employer.
  - ii. The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
  - iii. The Employer or his nominee gives Notice that failure to correct a particular defect / unsatisfied services is a fundamental breach of Contract and the Contractor fails to correct it within a period of time determined by the Employer.
  - iv. The Contractor does not maintains a security which is required.
  - v. The Contractor has delayed the completion of works by the number of days for which maximum amount of liquidated damages can be imposed/or delay/stop the execution of services which affects the training program or reputation of the Academy.
  - vi. If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 41.3 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-41.2 above, the Employer or his nominee shall decide whether the breach is fundamental or not.
- 41.4 The failure to deploy adequate vehicles resulting in substandard work will be considered as breach of the terms and conditions under the agreement.
- 41.5 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.
- 41.6 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 Transportation Services contract shall be undertook at the risk and cost of the agency, till the new contract will be executed.
- 41.7 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.
- 41.8 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 services of 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 requirement agency itself shall be liable for all the costs and consequences.

#### **42. Property.**

- 42.1 All materials on the Site, Plant, Equipment, Temporary Works and Works 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.

#### **43. Labour**

- 43.1 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.

#### **44. Compliance with labour regulations:**

- 44.1 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.

**44.2 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 Transportation agency and the NJA. Payment of Provident Fund, ESIC, minimum wages, workman compensations bonus and gratuity Leave etc. of the Transportation Personnel wherever applicable will be the sole responsibility of the Transportation 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 from time to time.

**45. Employer or his nominee’s Decisions**

- 45.1 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.

**46. Delegation**

- 46.1 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.

**47. Site Investigation Reports**

- 47.1 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.

**48. Queries about the Contract Data.**

- 48.1 The Employer or his nominee will clarify quarries on the Contract Data.

**49. Extension of the Intended Completion Date**

- 49.1 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.

**50. Delays Ordered by the Employer or his nominee**

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

**51. Management Meetings.**

- 51.1 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.
- 51.2 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.

**52. Early Warning**

- 52.1 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.
- 52.2 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.

**53. Contractors Responsibility:**

- 53.1 The quality of work at all stage should be as per the standards laid down and explained to the agency. The agency shall ensure that it fully complies with and observe all the provisions of the Contract Labour Act (Regulation and Abolition) 1970, Minimum Wage Act 1948, Payment of Wages Act 1935, Employees Provident Fund and Miscellaneous Provisions Act 1952, Gratuity Act 1972, the E.S.I. Act, and such other statutory enactments/rules and regulations laid down by the Govt. or local body in force/coming into force which may apply to transportation services and any liability on account of non-compliance or violation thereof shall be the agency’s responsibility.
- 53.2 The employees employed by the agency shall be its employees and the Academy shall in no way be responsible or liable for their wages, salaries, bonus, gratuity or any compensation notice pay etc.
- 53.3 The Agency shall regularly make payment to the Provident Fund, Family Pension, Employee State Insurance Contribution, Deposit Linked Insurance Scheme, Gratuity and all other statutory dues, if applicable, that may become due or payable by the agency for the labour employed by it and maintain all such records as may be statutorily required and present the same to the officers of the Academy as and when required.
- 53.4 All the workmen in the employment of the agency working in the Academy shall abide by the disciplinary procedures/rules and regulations laid down by the Academy from time to time.
- 53.5 In the event the agency is provided with any material or equipment belonging to the Academy, the agency undertakes to return the same in good condition, failing which the agency shall be responsible for the cost of the same.
- 53.6 The Academy shall accept no claim in the event of any of the agency’s employees sustaining any injury, damage or loss to either person or property either inside or outside the Academy premises. The Contractors should provide insurance cover as per Workmen’s Compensation Act for all its workers.
- 53.7 A complete list of workers/ manager/ personnel together with detailed bio-data, photographs etc. should be submitted to the Academy before they are employed.
- 53.8 NJA reserves right to accept/reject any particular worker/manager/personnel placed on duty at NJA.
- 53.9 The workers/staff/personnel of the Contractor will have nothing to do with the NJA and shall have no presumptive right of absorption in the services of the Academy.
- 53.10 In case the workers engaged by the agency have any grievance, they will take it up with the agency without any disturbance on the campus. If the agency’s workers were to resort to agitation resulting in damage to NJA property or hindrance to its work, the agency would be liable to pay damages to NJA. Further, such action by the agency’s workforce would result in termination of the contract.
- 53.11 The agency shall at all times indemnify the Academy against all claims for compensation under the provisions of any law for the time being in force/brought into force, by or in respect of any workmen employed by the agency in carrying out the contract and against all costs and expenditures incurred by the Academy in connection therewith, the Academy shall be entitled to deduct any amount due, from the agency, from all the money paid or payable by way of compensation as aforesaid and costs or expenses in connection with any claim thereto.

- 53.12 If in the course of execution of this contract by the agency, any minor or major damage is caused by the agency or his workmen to the persons or property of the Academy after joint investigation by the 'Academy' and the 'Contractor' any claims arising there from shall be recovered, settled and dealt with. The agency shall render all assistance and cooperation to the Academy if any enquiry is held thereon.
- 53.13 The agency shall at all times keep the Academy effectually indemnified against all sections, suits, proceedings, losses, costs, damages, charges, claims and demands in any way arising out of or reason of anything done or omitted to be done by the agency.
- 53.14 If any employee deployed by the bidder in the premises becomes liable for suspension or dismissal by the Academy due to his actions, disobedience or misconduct, the bidder shall accept the decision of the Academy as final and abide by such decision. In such an event, the Academy shall not in any way be liable for any claim made by the concerned employee of the bidder for wages or damages and the bidder shall keep the Academy's authorities indemnified.
- 53.15 The bidder shall be responsible for the upkeep of equipments provided by the Academy. In case of any damage to the furniture and equipments by any person employed by the bidder, he will immediately inform in writing the concerned authorities of the Academy for recovery of such losses/damages, failing which the bidder shall himself be liable to pay the cost as decided by the Academy.

**54. Payment to workers:**

- 54.1 Monthly salary in accordance with provisions of Minimum wage Act/Payment of wage Act, shall be paid to the workers through a Bank account within seven day from the closing date of wage period. Details of such account shall be furnished to NJA.
- 54.2 Report shall be provided to NJA by 9<sup>th</sup> of every month confirming payment of wages.
- 54.3 If such a report is not received by ninth day, NJA will deposit the required amount of wages to the account of the workers and deduct the same from amount due to contractor.

**55. Jurisdiction**

- 55.1 All disputes subject to Bhopal Jurisdiction only.

**56. Contractor to Execute the Services.**

- 56.1 The Contractor shall execute the Services in accordance with the Specifications, Area of scope & schedule of requirement.
- 56.2 The service/work are subject to supervision of the authorized representative of Employer. If any irregularity is observed will entail penalty as defined as "Penalty" clause of Section-V.

**57. Currencies**

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



# 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**

Bid ref: NJA/Adm/Services-03/2017/05

The Works consist of

No	CATEGORY	Transportation- 03
1	Name of Employer	National Judicial Academy
2	Name of Works	Execution and Facilitating the Transportation (Taxi) Services.
3	Bid Security	Rs. 3,07,800/-
4	Last Date of submission of Bid	14:30 hours on 19/06/2017
5	Date & time of Pre Bid meeting	10/06/2017 at 11:00 hours
6	Start Date/Date of Commencement of work	Within 7 days from signing of agreement
7	Intended completion date from start date	Two Years
8	Security Deposit GCC-36 of Sec-III	In the form of Performance of Guaranty and Retention Money
9	Performance Guaranty	Performance Guaranty to be 5% of the Contract amount and submitted at award of work as bank Guaranty pursuant to Clause 29 of Section – I.
10	Retention Money	Retentions money should be deducted at 5% from monthly running bills pursuant to clause 32 of section – III.
11	Liquidated Damages Clause-33 of Section-III	In case of service providing contract, if the contractor fails to provide services in time the employer shall get the same done from the open market and the extra cost incurred on this shall be recoverable from the contractor in addition to suitable penalty subject to a maximum deduction of 10% of the contract price.
12	Contract Price	As per item rate.
13	Secured Advance	No secured advance payable under the contract
14	Advance payment	No advance payment under the contract
15	Escalation Clause -26.4 of Section-III	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 and variation of fuel price as per clause-13.5 of Section-I are considered for adjustment in contract price.



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## Section-V :

### Specification of Works, Scope of Works & Special Condition of The Contract

#### INDEX

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**SECTION- V : SPECIFICATION OF WORKS, SCOPE OF WORKS & SPECIAL CONDITION OF THE CONTRACT**

**1. Area of Scope**

- 1.1 The National Judicial Academy requires to appoint an agency for Transportation (Taxi/ Tour Operation only) services agency on annual contract basis for a minimum period of two years from the date of commencement for the transportation of its Guests.
- 1.2 Academy is having its academic calendar. According to calendar Training Activities run on an average of 15 to 20 days in a month and about 300 to 350 Judges and Officers will attend on an average 6 to 8 programme in every month. Transportation services will be required during academic programmes or as and when required on demand and also Academy may engage few vehicles on monthly rental as a when required.
- 1.3 The Transportation Agency shall propose the methodology of Transportation services for the Academy and submit the program backed with, man power and equipment planning and deployment, duly supported with schedule of proposed menu.

**2. Scope of Work**

- 2.1 The entire vehicle shall be in good condition, clean and shall be staffed with persons of good behavior and with required license and mobile telephone.
- 2.2 Transportation services are to be provided in the premises and outside of the Academy as per the instruction of the Academy.

**3. Vehicles**

- 3.1 The agency shall use the fleet of vehicles consisting of AC/Non AC Indigo, Maruti SX4, Swift Dzire, Toyota Etios, Tavera, SUV, Innova, Honda City, Corolla, Camry etc.
- 3.2 The vehicles engaged on monthly rental shall not be more than three year old as on date of issue of work order.
- 3.3 The vehicles other than monthly rental services shall be in good running conditions to the satisfaction of employer with valid taxi registration certificate.
- 3.4 The contractor shall provide the vehicles as per the demand. If contractor provide the higher range vehicle against the lower indent, the payment shall be eligible for indented type vehicle, only.

**4. Operating point.**

- 4.1 For the purpose of distance calculation metering and all other purpose the starting point and ending point will be Guest House No.1 in the NJA campus except for pickup and drop vehicles. The pickup or drop vehicles shall report at the nominated point at Airport/Railway station as per instruction of employer.

**5. Uniform**

- 5.1 The employees should be supplied with adequate number (at least two sets) proper uniforms different from employees of employer with logo of the company inscribed on it and name plate by the agency at its cost. The workers/ supervisors/ personnel should use these uniforms in clean condition and properly pressed.
- 5.2 The contractor will provide the placard carrying the name of the Academy/name of the guest who is provided with transport facility, at his own cost.
- 5.3 All the personnel engaged by the agency shall be provided with photo identity cards.

**6. Commencement & Completion of Work**

- 6.1 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.

**7. Penalty**

- 7.1 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.
- 7.2 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’.
- 7.3 In case of breakdown of the buses/cars/taxis or non-availability of the vehicle for any reason whatsoever, the contractor will immediately provide the replacement by another buses/cars/taxis of the same capacity in respect of monthly rental vehicles. In case of non-availability of the vehicles within 06 hours, the contractor shall pay the Academy the higher of (a) a penalty of Rs. 1000/- per day or (b) actual cost, over and above Rs. 1000/-, incurred by the Academy in arranging a vehicle(s) in the place of the vehicle(s) that were not provided.
- 7.4 In case of misbehavior of Driver/ cleaner or not having mobile phone, clean uniform etc a penalty of Rs. 100/-will be imposed for each case.
- 7.5 Once in a fortnight all vehicles engaged on monthly basis will be inspected as per the check list. In case of violation/ discrepancy a penalty upto Rs. 500/- per vehicle may be imposed.
- 7.6 In case any Vehicle, during the services, is found older then that specified period or not in good condition a penalty of Rs 500/- per vehicle per day shall be levied and deducted from the bill of the agency.
- 7.7 In case short supply of vehicles the contractor shall pay the Academy the higher of (a) a penalty of Rs. 500/- per vehicle or (b) actual cost, over and above Rs. 500/-, incurred by the Academy in arranging a vehicle(s) in the place of the vehicle(s) that were not provided.

**8. Quality Work**

- 8.1 It will be the responsibility of the contractor to maintain high standard of transportation arrangements with specified vehicles and other material.
- 8.2 Contractor shall deliver HIGH STANDARD transportation services.
- 8.3 The Contractor shall deliver the transportation services to the academy within two hours after verbal or written notice of representative of the employer.
- 8.4 The staff employed by the Agency to run its Transportation services must be free from communicable disease and is otherwise medically fit.

**9. Other special Conditions:**

- 9.1 The contractor will ensure that all the statutory liabilities of the running of the buses/cars like license, insurance, road tax registration, permits, PF & ESI converge for staff, etc. are complied with. The contractor will be solely and completely liable for all kind of liabilities arising out of such running of the buses/car/taxis and shall indemnify the employer against any such liabilities.
- 9.2 The contractor will submit the proof of the relevant documents (like Driver’s license, Vehicle Insurance, Registration Book and Permit etc.) to the employer from time to time.
- 9.3 The maintenance of the buses/taxis/cars shall be the sole liability of the contractor. The buses/cars/taxis will be made available for maintenance to the contractor only for one day in a month or any holiday with prior permission from the Academy. The contractor shall make arrangements for alternate vehicle in lieu of the vehicle released for maintenance in case of specific requirement.
- 9.4 The buses/cars/taxis should be driven, with care and at permissible speed.
- 9.5 All the drivers deputed by the contractor for the buses/cars/taxis shall be persons with decent and polite behavior and having a mobile instrument with them. In case of any of the driver or conductor not acceptable to the employer for any reason whatsoever, the contractor will replace such driver or conductor immediately. The drivers and the conductors deputed in the Taxis/buses shall wear such uniforms, as may be prescribed by the contractor from time to time. The age limit of the driver should be between 20-50 years.
- 9.6 The driver or conductor of the contractor shall not allow any person to board the buses/taxi without prior permission from the Academy.
- 9.7 The contractor shall ensure that the buses/taxis/cars are in excellent running conditions with clean curtains, seat covers, comfortable seats, reliable machine with tools, first aid box, and clock

etc. The cost of transporting guests to and from the Academy due to any breakdown of the vehicle midway shall be on contractor account. In case, any bus/taxi/car is not acceptable to the employer for any reason whatsoever, the contract shall replace the same with immediate effect.

- 9.8 The tyre of all the wheels of buses/taxies/cars must be in good condition & will be checked periodically. The spare tyre is to be kept in the designated place, not inside the vehicle.
- 9.9 The contractor will ensure that the music system is fitted in the buses/taxies/cars and same would be operated by the cleaner of the bus and not by the bus driver and also ensure that the speaker of music system are working properly.
- 9.10 Logbook of all the vehicles should be filled by driver, checked by the contractor's supervisor and duly verified by the employer's representative on daily basis.
- 9.11 In case of accident. It will be the contractor's responsibility, to transportations, to settle the claims of victims or employees on account of injury and damages or as per the provision of law the clause covering the same. Motor Vehicle Act will be applicable.
- 9.12 The contractor shall do all the statutory compliance and no additional payment whatsoever shall be claimed on this account.
- 9.13 In any event of legal dealings related to any mishap, accident or statutory compliances of the contract, the contractor shall employ his own resources and attend the same at his own expenses.

**10. Safety Measures**

- 10.1 The Contractor shall abide the safety measures for safety of the passengers in the Bus/Taxies hired by NJA.
- 10.2 The Agency shall abide by the governing laws and safety measures for carrying out Transportation services and shall ensure that his own workman and other people are not put to any risk due to its activities.

**11. Terms of Payment**

- 11.1 No mobilization advance and secured advance will be paid.
- 11.2 Bill should be prepared and submitted by the contractor in three copies and payment will be reclaim within 15 days from the receipt of certified bill.
- 11.3 The contractor should submit final bill within 15 days of issue the completion certificate. Transportation in charge of the Academy will check the bill and the Academy release the payment within 30 days from the date of submission of final bill.
- 11.4 Separate SERVICE CHARGES will not be paid. Rates quoted by the bidder shall be inclusive of all SERVICE CHARGES.

**12. Manpower**

- 12.1 The Contractor has to employ sufficient number of manpower for efficient performance of contractual obligations. The manpower will invariably include at least One Qualified and well experienced supervisor for management of services.

**13. Rates**

- 13.1 The amounts specified herein are inclusive of all costs, expenses, wages and other expenses including ex-gratia payment to workmen or payment of their legal dues that may be incurred by the agency and the agency shall not be entitled to make any other demands monetary or otherwise from the Academy during the term of this contract.
- 13.2 The rates quoted should be exclusive of government taxes & duties. The same will be paid by the Academy on actual basis as per prevailing rates.

**Anticipated annual quantity of work**

Item no	Description	Indigo / Swift Dzire / Toyota Etios /SX4 or equivalent		Tavera/ SUV or equivalent		Innova		Honda City/ Corolla / Camry or equivalent	
		Non AC	AC	Non AC	AC	Non AC	AC	Non AC	AC
1.	Railway Station pickup or drop. (Max. 3 hrs.)	60	140	12	28	-	-	-	10
2.	Airport pickup or drop. (Max. 3 hrs.)	120	280	15	35	-	-	-	10
3.	Upto 5 hours & 50 KMs.	360	840	105	245	-	60	-	40
4.	Upto 12 hours & 80 KMs.	240	560	60	140	-	100	-	40
5.	Monthly rental basis with driver for minimum 2000 Km and 250 hrs.	-	-	-	-	-	-	-	-

Item no	Description	Luxury Coach			
		50 seater		Tempo Traveller	
		AC	Non AC	AC	Non AC
1	Airport pickup or drop. (Max. 3 hrs.)	-	-	-	-
2	Up to 5 hours and 50 KM	-	-	-	-

**Note:- The work shown is only estimated quantity and there will be no guarantee on minimum quantity of work.**



## NATIONAL JUDICIAL ACADEMY

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

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

# FINANCIAL BID

## Section–VI : Bill of Quantities (Price Schedule)

for

Category- 03 : Transportation Services

**Execution and Facilitating the Transportation (Taxi) Services**



**Section–VI (‘A’) : Bill of Quantities (Price Schedule)**

(First year of Contract)

Bid No.: NJA/Adm/Services-03/2017/05      Date: 18/05/2017

Category – 03 : Transportation Services

Execution and Facilitating the Transportation (Taxi) Services

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

Name of Contractor: \_\_\_\_\_

Address : \_\_\_\_\_

Item no	Description	Indigo / Swift Dzire / Toyota Etios /SX4 or equivalent		Tavera/ SUV or equivalent		Innova		Honda City/ Corolla / Camry or equivalent	
		Non AC	AC	Non AC	AC	Non AC	AC	Non AC	AC
1.	Railway Station pickup or drop. (Max. 3 hrs.)								
2.	Airport pickup or drop. (Max. 3 hrs.)								
3.	Upto 5 hours & 50 KMs.								
4.	Upto 12 hours & 80 KMs.								
5.	Rate per KM for services not covered above								
6.	Monthly rental basis with driver for minimum 2000 Km and 250 hrs.								
7.	For extra KM (Per KM basis) (Sl. No. 3,4 & 6)								
8.	For extra time on per hour basis. (Sl. No. 1,2,3,4 & 6)								

Note:

1. All entry and parking charges will be paid by the Agency and same will be reimbursed by the Employer on submission of bill along with the supporting receipt.
2. No night charges will be payable.
3. The vehicles hired on monthly rental will be parked at NJA campus.
4. Extra hours will be calculated as under 0-15 minutes- 0 hours, 16-40 minutes- ½ hours, 41-59 minutes-1 hour.
5. No waiting charges will be payable for item no. 5.

Date : \_\_\_\_/\_\_\_\_/20\_\_

Place: \_\_\_\_\_

Signature of Authorized signatory

Seal

Signature of Contractor

**Bill of Quantities (Price Schedule)**

Item no	Description	Luxury Coach			
		50 seater		Tempo Traveller	
		AC	Non AC	AC	Non AC
1	Airport pickup or drop. (Max. 3 hrs.)				
2	Up to 5 hours and 50 KM				
	For extra KM (Per KM basis)				
	For extra time on per hour basis.				

**Note:**

1. All entry and parking charges will be paid by the Agency and same will be reimbursed by the Employer on submission of bill along with the supporting receipt.
2. No night charges will be payable.
3. Extra hours will be calculated as under 0-15 minutes- 0 hours, 16-40 minutes- ½ hours, 41-59 minutes-1 hour.

Date :\_\_\_\_/\_\_\_\_/20\_\_

Place:\_\_\_\_\_

Signature of Authorized signatory

Seal

**Bill of Quantities (Price Schedule)**

Item no.	Description	Indigo / Swift Dzire / Toyota Etios/ SX4 or equivalent		Tavera/ SUV or equivalent		Innova		Honda City/ Corolla / Camry or equivalent	
		Non AC	AC	Non AC	AC	Non AC	AC	Non AC	AC
1	Bhopal city tour (05 hours – 50 KM)								
2	Sanchi tour (05 hours – 125 KM)								
3	Bhojpur tour (04 hours – 80 KM)								
4	Bhimbetka tour (05 hours – 125 KM)								
5	Bojpur - Bhimbetka tour (06 hours – 150 KM)								
6	Sanchi- Bhojpur – Bhimbetka tour (10 hours – 275 KM)								
7	Ujjain tour (12 hours – 450 KM)								
8	Extra KM								
9	Extra Hrs.								
10	Extra rate for English speaking Guide								

(Not a part of the financial bid evaluation)

Date : \_\_\_\_/\_\_\_\_/20\_\_

Place: \_\_\_\_\_

Signature of Authorized signatory

Seal





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

(Second year of Contract)

Bid No.: NJA/Adm/Services-03/2017/05 Date: 18/05/2017

Category – 03 : Transportation Services

Execution and Facilitating the Transportation (Taxi) Services

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

Name of Contractor: \_\_\_\_\_

Address : \_\_\_\_\_

Item no	Description	Indigo / Swift Dzire / Toyota Etios /SX4 or equivalent		Tavera/ SUV or equivalent		Innova		Honda City/ Corolla / Camry or equivalent	
		Non AC	AC	Non AC	AC	Non AC	AC	Non AC	AC
1.	Railway Station pickup or drop. (Max. 3 hrs.)								
2.	Airport pickup or drop. (Max. 3 hrs.)								
3.	Upto 5 hours & 50 KMs.								
4.	Upto 12 hours & 80 KMs.								
5.	Rate per KM for services not covered above								
6.	Monthly rental basis with driver for minimum 2000 Km and 250 hrs.								
7.	For extra KM (Per KM basis) (Sl. No. 3,4 & 6)								
8.	For extra time on per hour basis. (Sl. No. 1,2,3,4 & 6)								

Note:

1. All entry and parking charges will be paid by the Agency and same will be reimbursed by the Employer on submission of bill along with the supporting receipt.
2. No night charges will be payable.
3. The vehicles hired on monthly rental will be parked at NJA campus.
4. Extra hours will be calculated as under 0-15 minutes- 0 hours, 16-40 minutes- ½ hours, 41-59 minutes-1 hour.
5. No waiting charges will be payable for item no. 5.

Date : \_\_\_\_/\_\_\_\_/20\_\_

Place: \_\_\_\_\_

Signature of Authorized signatory

Seal

**Bill of Quantities (Price Schedule)**

Item no	Description	Luxury Coach			
		50 seater		Tempo Traveller	
		AC	Non AC	AC	Non AC
1	Airport pickup or drop. (Max. 3 hrs.)				
2	Up to 5 hours and 50 KM				
	For extra KM (Per KM basis)				
	For extra time on per hour basis.				

**Note:**

1. All entry and parking charges will be paid by the Agency and same will be reimbursed by the Employer on submission of bill along with the supporting receipt.
2. No night charges will be payable.
3. Extra hours will be calculated as under 0-15 minutes- 0 hours, 16-40 minutes- ½ hours, 41-59 minutes-1 hour.

Date :\_\_\_\_/\_\_\_\_/20\_\_

Place:\_\_\_\_\_

Signature of Authorized signatory

Seal

**Bill of Quantities (Price Schedule)**

Item no.	Description	Indigo / Swift Dzire / Toyota Etios/ SX4 or equivalent		Tavera/ SUV or equivalent		Innova		Honda City/ Corolla / Camry or equivalent	
		Non AC	AC	Non AC	AC	Non AC	AC	Non AC	AC
1	Bhopal city tour (05 hours – 50 KM)								
2	Sanchi tour (05 hours – 125 KM)								
3	Bhojpur tour (04 hours – 80 KM)								
4	Bhimbetka tour (05 hours – 125 KM)								
5	Bojpur - Bhimbetka tour (06 hours – 150 KM)								
6	Sanchi- Bhojpur – Bhimbetka tour (10 hours – 275 KM)								
7	Ujjain tour (12 hours – 450 KM)								
8	Extra KM								
9	Extra Hrs.								
10	Extra rate for English speaking Guide								

(Not a part of the financial bid evaluation)

Date : \_\_\_\_/\_\_\_\_/20\_\_

Place: \_\_\_\_\_

Signature of Authorized signatory

Seal



# NATIONAL JUDICIAL ACADEMY

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

## SECTION- VII

### **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 **Execution and Facilitating the Transportation (Taxi ) services** [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-25 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]<sup>1</sup> \_\_\_\_\_ [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]<sup>1</sup> 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 \_\_\_\_\_

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