

BID DOCUMENT
FOR
SUPPLY OF CHEMICALS FOR
WATER TREATMENT PLANT



NATIONAL JUDICIAL ACADEMY

P.O. Suraj Nagar, Bhadbhada Road, Bhopal- 462044
Telephone (EPABX) : 0755-2432500, Fax : 0755-2696904



NATIONAL JUDICIAL ACADEMY

Supply of Chemical for Water Treatment Plant

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NATIONAL JUDICIAL ACADEMY

P.O. Suraj Nagar, Bhadbhada Road, Bhopal, 462044

Tel- EPABX – 0755- 2432500, Fax- 2696904

INVITATION FOR BID

Bid No. : NJA/Admin/2017/06/

Date: 18/06/2017

The National Judicial Academy invites bids from reputed manufactures/experienced contractors/agencies for the following services. The Bidder may submit separate bids for any or all of the services.

No.	Name of services	Cost of bid document (In Rs.)	Bid Security (In Rs.)
1	Supply of PVC Domes (Lantern Top) for Street Lights	1,000/-	10,000/-
1	Supply of Chemicals for Water Treatment Plant (2 nd Call)	1,000/-	8,300/-

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 **15/07/2017 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 15/07/2017**. For tender documents and other details, please visit www.nja.gov.in or www.tenders.gov.in or www.eprocure.gov.in.

Director
National Judicial Academy



NATIONAL JUDICIAL ACADEMY

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

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

BID NO: NJA/Adm/Services-10/2017/06/

Dated: 18/06/2017

INVITATION FOR BIDS- CHEMICAL SREVICES

Sealed Bids are invited from experienced professional Chemical agencies for Supply of Chemicals for Water Treatment Plant as per the requirement indicated in the bid document on annual contract basis.

Name of work	Bid Security	Cost of bid document	Period
Supply of Chemicals for Water Treatment Plant.	Rs. 8,300.00 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. 1,000/-.	One Year

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 15/07/2017** during working hours or download the same from web site www.nja.gov.in or www.tenders.gov.in or www.eprocure.gov.in. (Academy observes Wednesday as weekly off and Tuesday as Half day). The bid must be submitted on or before **14:30 hours on 15/07/2017**. The bids shall be opened on **15/07/2017 at 15:00 hours** in presence of the bidder's representative who chooses to attend at the office of Registrar (Administration), National Judicial Academy, Bhopal. The Academy has the right to reject any or all Bids without assigning any reason(s).

Director

INFORMATION TO BIDDER FOR OBTAINING BID DOCUMENT

1. Bid document can be purchased by the prospective bidder on payment of cost of bid document 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 15/07/2017 till 11:30 hours** Bid Documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs. 200/-. The Academy will not be responsible for any postal delay, in the delivery of the document or non-receipt of the same.
2. Bid must be delivered to National Judicial Academy **on or before 14:30 hours on 15/07/2017** and will be opened on **15/07/2017 at 15:00 hours**, in the presence of the bidders who wish to attend.
3. Other details can be seen on Bid document. Interested party may obtain the Bidding document from the office of the undersigned or download the same from our website www.nja.gov.in or Govt. websites www.tenders.gov.in or www.eprocure.gov.in. 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

Signature of Contractor

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NATIONAL JUDICIAL ACADEMY

Technical Bid

DOMESTIC COMPETITIVE BIDDING

Bid no: NJA/Adm/Services-10/2017/06/

Date: 18/06/2017

Name of Work	Supply of Chemicals for Water Treatment Plant.
Bid Security	Rs. 8,300.00
Period of sale of Bidding Document	Up to 15/07/2017 till 11:30 hours.
Last Date and Time for receipt of Bids	14:30 hours on 15/07/2017.
Time and Date of Opening of Bid	15/07/2017 at 15:00 hours.
Place of Opening of Bid	National Judicial Academy, Bhopal
Officer Inviting Bid	Director, National Judicial Academy

Check List to be submitted along with Bid documents

<u>No.</u>	<u>Particular</u>	<u>Remark</u>
1.	Enclosed Money Receipt of cost of Bid document or Bankers Cheque /DD.	Yes/No
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. Rs. _____ in the form of _____ valid up to _____ enclosed.	Yes/No
3.	Price of the Bid, if the document downloaded from website.	Yes/No
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).	Yes/No
5.	Formal forwarding letter in standard printed form addressed to the Employer	Yes/No
6.	Copies of original documents defining the constitution or legal status of the firm/ organization.	Yes/No
7.	Power of attorney of the authorized signatory signing the Bid.	Yes/No
8.	Total monetary value of work/supplies performed for each of the last three year.	Yes/No
9.	Whether covering letter as per Bid document along with the financial bid i.e. "Form of contractor's Bid" is enclosed. (Appendix-II).	Yes/No
10.	Whether all columns of the Bid documents are filled and signed by authorized signatory invariably or not, including each point of "Information regarding Qualification of Bidders" in Section-II.	Yes/No
11.	If required please enclose a separate sheet as per the given format of Bid document duly filled and mention the same in the appropriate column of Bid document as "Details enclosed as per annexure_____". Whether separate sheet enclosed or not.	Yes/No
12.	Statement regarding details of pending litigation and Bankruptcy is enclosed as Annexure_____.	Yes/No
13.	Copies of all enclosures are self-attested.	Yes/No
14.	Statement regarding correction/modification is enclosed as Annex_____.	Yes/No
15.	Authorization to seek references from Banker is enclosed as Annex_____. (Ref. Cl-4 of Sec.-I).	Yes/No
16.	Documentary proof for minimum required experience along with the list of clientele is enclosed as Annexure____(Ref. Cl.-3 of Section-I).	Yes/No

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

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

Seal & Signature of Contractor

Note:-

1. Please put (√) on Yes or No, 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

Profile of the Company/Agency :	
1.	Name of the Company/Firm/Organization :
2.	Legal status of the Firm/Organization :
3.	Registration/License no. of the firm :
4.	Name of the Principal/Head of Organization :
5.	Postal Address :
6.	Year of Establishment :
7.	Year of commencement of Business :
8.	Place of registration :
9.	Principal place of business :
10.	Power of attorney of signatory of Bid (Attach) :
11.	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 Supply of Chemical Services? Furnish particulars of the other trade/business carried out. :

Statutory Requirements – To the Extent Applicable	
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. :

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

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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 from the manufacturer, authorized dealers, supplier for the supply of chemicals as per the requirement indicated in the Bid document on Annual Contract Rate Basis for its Water Treatment Plant (as defined in these documents and referred to as “the Work/Works”). The successful bidder will be expected to submit their offers for the supply of chemicals within the intended completion period specified in the contract data.
- 1.2 The successful bidder will 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..
- 1.3 The general character and the scope of the bid is illustrated and defined by the Specifications and the Bill of Quantities here with attached.

2 Source of Funds

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

3 Eligible Bidders:

- 3.1 To qualify for award of the contract, bidder should be manufacturer/authorised distributor/dealer or supplier for supply of chemicals and having experience of minimum three years for the supply of chemicals required for water treatment plants, as mentioned in Bill of quantity (SECTION–VI) and Specification of Work and Technical Specification (Section-V).
- 3.2 The bidder must have an experience of providing supplying of similar type of works as specified in IFB and BOQ with the certificate of authentication by owner. The details of experience are to be furnished in form Tech- 1.
- 3.3 The average turnover for last three years to be submitted in form Section-II with supportive documents.
- 3.4 The bidder shall have registration with the Commercial tax Department.
- 3.5 The bidder shall have the PAN no with the income tax department
- 3.6 All bidders shall include the following information and documents with their bids in this Section.
 - 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 signing the Bid.
 - b. Total monetary value of supplies performed for each of the last three years.
 - c. Experience in supply of similar nature and size for each of the last three years, and detail of works under way or contractually committed, and name & address of the employers who may be contacted for further information on these supplies.
 - d. Copy of Valid registration with commercial tax department.
 - e. Copy of PAN no with the Income Tax Department.
- 3.7 Even though the bidder meets 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, forming litigation history, or financial failure etc.
 - c) In the case of any agency/agencies 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.

4 Qualification of Bidder:

- 4.1 All bidders shall provide in Section – II qualification information in prescribed format regarding average annual turnover (AATO), experience in similar work, details of key personnel, plants and equipments and proposed methodology, whichever is applicable to carry out the services.
- 4.2 The bidder should, however, undertake their own studies and furnish with their bid a detailed methodology supported with equipment & manpower planning and its deployment duly supported with broad calculations and quality control procedure proposed to be adopted, justifying their capability of providing such services over the contract period. 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.
- 4.3 To qualify for the contracts or the package of contract for which the bids are invited in the IFB, the bidder must qualify in the technical bid evaluation.
- 4.4 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 delayed supply, 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 has 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.
- 4.5 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.

5 One Bid per Bidder

- 5.1 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.

6 Cost of Bidding

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

7 Site Visit

- 7.1 The bidder, at the Bidder’s own responsibility and risk is encouraged to visit and examine the 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.

8 Content of bidding Documents

- 8.1 The Works and services required , procedure, methodology and contract terms are prescribed in bidding documents listed below and addenda issued in accordance with Cl.- 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– Section –VI
 - viii. Form of Securities – Section - VII

- 8.2 Bidding Documents supplied should be completed and returned duly filled and signed.
- 8.3 The bidder is expected to examine all the instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.
- 9 Clarification of the Bidding Document**
- 9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing. The Employer will respond to any request for clarification 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.
- 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 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 sub clause 4.2 and 8.1 of Section-I except the priced Bill of Quantities. i.e. except Section VI.
 - b) Financial Bid
 - i. 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 and other levies payable by the contractor under the contract, or for any other cause shall be excluded in the rates. The taxes shall be payable by the Academy as per prevailing rates.
- 13.4 The rates and prices quoted by the bidder shall be fixed for the whole duration of the service contract and shall not be subject to adjustment on any account.
- 13.5 The items for which no rate or price is entered by the bidder will not be paid for by the Employer when it is executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 13.6 Correction, if any, shall be made by crossing out, initialling, dating and rewriting.
- 14 Bid Validity**
- 14.1 The Bid shall remain valid for the period not less than 120 days after the last date of bid submission.
- 14.2 A bid submitted for a bid validity of shorter period may be rejected by the Employer as non-responsive.
- 14.3 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for specified additional period. The request and the bidder's response shall be made in writing. The bid security provided under

clause-15 shall also be extended suitably. The bidder may refuse the request 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 (Annexure-A) or another acceptable to the Employer.
 - b) FDR from any Commercial Bank in favour of National Judicial Academy in an acceptable form to the employer (FDR in joint form is not acceptable).
 - c) A/c payee banker's Cheque/ Demand Draft in favour of 'National Judicial Academy' payable at Bhopal issued from any Commercial Bank. No interest or any other incidental charges shall be payable by the Employer on this account.
- 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 bid documents, in original comprising the bid as described in Clause 12 of these Instructions 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 initialled 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 initialled 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. 1,000/- 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 Bid document is purchased from NJA office then enclose a copy of Money Receipt.
- 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 inter-alia 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: Supply of Chemical for Water Treatment Plant.
- b) Bid Reference No:- NJA/Adm/Services-10/2017/06/ dated :
- c) Do not open before _____(Date & time for Bid Opening).
- d) Name & Address of the Bidder _____.

18.6 If the outer envelope 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 as holiday 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.

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, 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– II, 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.
 - b) Has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter-alia 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) Methodology of the work execution.
 - d) 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 and, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with 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 best evaluated Bid.
- 27.2 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, in case 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 mail 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 Academy a Performance Security in any of the forms given below for an amount equivalent to 5% of the contract price.
 - 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 and the agency shall be blacklisted and debarred for future bidding process of the Academy.
- 29.4 The successful bidder shall have the option to adjust the amount of bid security against performance security.
- 29.5 The successful bidder shall have the option to adjust the amount of bid security against performance security.

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 supply.

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.

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NATIONAL JUDICIAL ACADEMY

Section-II

FORMS OF BID, QUALIFICATION INFORMATION AND LETTER OF ACCEPTANCE

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**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 Supply of the Chemical 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: Supply of Chemicals for Water Treatment Plant.

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 of supply 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 supply in accordance with the schedule specified in Schedule of Requirements.

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

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

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

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

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

Yours faithfully

(Authorized Signatory)

Name & Title of Signatory-----

Name of Bidder-----

Address-----

Financial status of organisation

1. Name of Firm/Organization : _____

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

Name of Bank _____ Branch Name: _____

Address _____

Telephone No. _____ Fax No. _____

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

4 Value of Supply of Chemical Services: (Amount in Lakhs)

Particular	Year	Value (Rs. lakhs)
Total value of work (Only Supply of Chemical) implementation/performed in the last three years	2013-14	
	2014-15	
	2015-16	

5 Financial Capabilities:

Last three years audited statement of Accounts by C.A. from FY 2013-14 giving following details:

(Amount in Lakhs)

Year	2013-14	2014-15	2015-16	Average
Annual Turnover				
Net Profit				

Cash and bank balance including (FDR) as at 31.03.2016. Confirmation certificate from Bank is required to be produced.	
Fixed Assets/Investments as at 31.03.2016	
Capital Accounts Balance as at 31.03.2016	

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

7

(a) Income tax return acknowledgement for last 3 years with gross taxable income of individual/firm/ companies/ cooperative societies.	(a) Gross Taxable Income	
	Up to Rs. 10 lakhs	
	Rs. 10 lakhs– 20 lakhs	
	Rs. 20 lakhs & above	
(b) Please enclose copies of Income tax return acknowledgement copy commencing from AY 2014-15, 2015-16 & 2016-17.		

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

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 'Supply of Chemicals for Water Treatment Plant', as per enclosed price list [annex as 'A'] is accepted for a period of one year from commencement of work.

All the other terms and conditions of the contract shall 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 conditions for 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 and signing of the contract for the 'Supply of Chemicals for Water Treatment Plant' 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 Chemical agency for Supply of Chemicals for Water Treatment Plant 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 as Annexure 'A') and the price quoted thereof. This contract shall be effective from _____ for one year.

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 _____ dated _____.
- (3) In consideration of the payments to be made by the employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- (4) The Employer hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects/deficiencies therein, such sums as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

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

On behalf of Employer

On behalf of Contractor

In presence of

In presence of

(1)

(1)

(2)

(2)



NATIONAL JUDICIAL ACADEMY

SECTION-III : GENERAL CONDITIONS OF CONTRACT (GCC)

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Section-III General conditions of Contract (GCC)

1. Definitions

In this contract, the following terms shall be interpreted as indicated:

The Contract means the agreement entered into between the Academy and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

The Contract Price means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;

The Goods means chemicals and material which the Supplier is required to supply to the Academy under the contract;

Services means services ancillary to the supply of the goods such as transportation and insurance including the submission necessary test certificates required.

The Purchaser means the organization purchasing the goods; namely the Academy.

The Supplier means the organization supplying the goods and services under this contract.

The Employer means the National Judicial Academy, represented by the appropriate authority, who will employ the Contractor to carry out the Works

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 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.

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 and strength of its ingredient.

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 have 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 besides the components of the chemicals.

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. Technical Specification

2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specifications.

3. Patent Right

3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the country.

4 Interpretation

4.1 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

4.2 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)

4.3 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. Special Conditions of Contract, Specification of Works, Scope of Works.
- f. General Conditions of Contract.
- g. Bill of quantities and
- h. Any other documents listed in the Contract Data as forming part of the Contract.

5 Language and Law

5.1 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.

6 Communications

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

7 Joint Venture

7.1 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.

8 Other Contractors

8.1 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.

9 Personnel

9.1 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.

10 Employer's and Contractor's Risks

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

11 Employer's Risk

- 11.1 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 travelling at sonic or supersonic speeds; and
 - v. riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the 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.

12 Contractor's Risks

- 12.1 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.

13 Insurance

- 13.1 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. Workmen injury or death.
 - d. In case of services contract "Work Liability Insurance" is required to be done.
- 13.2 The goods supplied under the contract shall be fully insured in the currency of the bid price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 13.3 Where delivery of the goods is required by the Purchaser on a CIF or CIP basis to a specified destination, the Supplier shall arrange and pay for insurance, naming the Purchaser as the beneficiary and the Supplier shall be required to meet all transport and storage expenses until delivery.

14 Contractor to execute the Works

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

15 The Works to be Completed by the Intended Completion Date.

- 15.1 The service contract shall be on Annual 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.

16 Approval by the Employer

16.1 All temporary works required for execution of works or providing services shall be got approved from the Employer or his authorized representative.

17 Safety

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

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 a Program showing 'the general methods, arrangements, order, and timing for all the activities in the Works.

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 supplied material 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, besides rejecting the defective consignments.

26 Bill of Quantities

- 26.1 The Bill of Quantities shall contain items for the work or services to be done by the Contractor.
- 26.2 The Bill of Quantities is used to calculate the anticipated Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item as per approved item rate.
- 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 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/quantity of material.
- 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 Payment shall be made in the currency in which the contract price has been stated in the Supplier's bid.
- 29.4 Payment of the goods supplied shall be made after receipt of bill along-with necessary documents pertaining to the delivery, installation and commissioning of goods to the satisfaction of the Purchaser.
- 29.5 The rates quoted by the contractor shall be for complete supply, including transportation, supplying, loading, unloading etc complete. The supplier shall supply the material as per indent (supply order) of requirement raised by the purchaser as per schedule. Bill should be prepared and submitted by the supplier in three copies, for each supply. The payment shall be made after due verification and confirmation of test results from designated laboratory.

29.6 All payment shall be made in Indian currency, only.

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 the date 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 retention money 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 / Penalty

33.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the supply order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1.0 percent of the contract price of delayed goods against relevant supply order for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.

33.2 In case of service providing contract, if the contractor fails to provide services/supply materials in time at short notice the employer shall get the same done from the open market and the cost incurred on this shall be recoverable from the contractor in addition to suitable penalty.

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 service, 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 monthly running bills pursuant to clause-32 of section-III.

The Security Deposit in the form of Performance security and Retention Money should not exceed 10% of total contract value.

36.2 The Security Deposit should be released within 14 days after completion contract period and issuance of no dues certificate.

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 acceptance letter 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.

37 Cost of Repairs

37.1 Loss or damage to the Works or Materials to be incorporated in the Works during the currency of the contract shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

38 Inspection and Tests:

38.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to Purchaser's premises.

38.2 The Employer or his nominee may collect the sample of the material/chemical randomly from the supplied lot and get it tested for its properties from government laboratory. If the results are not found as per standard norms the supplier shall have to remove the supplied material at its risk and cost and will supply the standard quality material immediately and shall pay the charges for the laboratory test.

38.3 In case, if the concentration of chlorine in Sodium Hypohlorite is found less the required limit but minimum to 10% , the employer may accept the goods by deducted the rate on pro rata basis of the percentage of chlorine available.

38.4 Penalty clauses:

If Alumina content less than the specified limit of 17% Min, penalty shall be imposed on the supplied quantity as follows:

- a) If Alumina content is below 17% and upto 16% material shall be accepted with 10% penalty.
- b) If Alumina content is below 16% and upto 15% material shall be accepted with 20% penalty
- c) If Alumina content is below 15% and upto 14% material shall be accepted with 30% penalty
- d) If Alumina content is less than 14 material shall be rejected. The rejected material shall be taken back by the supplier at his own cost within 30 days from the date of intimation of rejection to the supplier and the supplier has no right to claim the material after this period.

39 Packing

39.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract.

39.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.

39.3 Packing case, size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

39.4 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with Indian standard and practice.

40 Delivery of Goods

40.1 Delivery of the goods shall be made by the Supplier in accordance with the monthly/Periodical schedule informed from time to time, during the currency of the contract.

40.2 For purposes of the contract "FOB", "C&F", "CIF", "CIP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them.

41 Warranty

- 41.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.
- 41.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 41.3 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to the Purchaser. The Supplier will be entitled to remove, at its own risk and cost, the defective goods.

42 Prices

- 42.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.
- 42.2 Escalation: The price quoted by the contractor should be on fixed price basis and are not subject to any escalation what so ever.

43 Property

- 43.1 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.

44 Governing Language

- 44.1 The Governing Language shall be English.

45 Applicable Law

- 45.1 The applicable law shall be Laws of India.

46 Notices

- 46.1 Purchaser's address for notice purposes:
 Registrar (Administration), National Judicial Academy,
 P.O. Suraj Nagar, Bhadbhada Road, Bhopal-462044
 Tel- 0755 -2432500, Fax- 2696904
- 46.2 Supplier's address for notice purposes: (To be notified)

47 Taxes and Duties

- 47.1 The Supplier shall be entirely responsible for all taxes, VAT, duties, license fees service tax and other such levies imposed by the Govt. of India or State Government/s.

48 The Works to Be Completed by the Intended Completion Date

- 48.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the requirement raised by the employer time to time till up to the intended completion date.

49 Completion

- 49.1 After completion of the Annual rate contract services, 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.

50 Final Account

- 50.1 The Contractor shall apply to the Employer or his nominee a detailed account of the total amount that the Contractor considers payable under the Contract. The Employer or his nominee shall issue a no dues Certificate and certify any final payment that is due to the Contractor within 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.

51 Termination

- 51.1 The Employer or the Contractor may terminate the Contract if the other party causes fundamental breach of the Contract.
- 51.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a). The Contractor stops work for 7 days when no stoppage of work is shown on Program and the stoppage has not been authorized by the Employer.
- (b). The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- (c). 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.
- (d). The Contractor does not maintain a security which is required.
- (e). The Contractor has delayed the completion of works by the number of days for which the 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.
- (f). If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

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

- 51.3 When either party to the Contract gives notice of a breach of contract to the Employer or his nominee for a cause other than those listed under Sub Clause-51.2 above, the Employer or his nominee shall decide whether the breach is fundamental or not.
- 51.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.
- 51.5 In the event of termination by the employer, the security Deposit (performance security and retention Money) of the contractor shall be forfeited and balance period of services contract shall be undertook at the risk and cost of the agency, till the new contract will be executed.
- 51.6 In case of non-compliance or breach of any terms of contract or unsatisfactory or inefficient servicing on the part of the Contractor, the Owner will be at liberty to revoke the contract without giving any notice of payment in lieu of notice.

52 Labour

- 52.1 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.
- 52.2 The firm will verify the antecedents of all employees working and in connection with academy, by police verification and will keep attendance and other relevant records at it's cost and will produce these on demand of any authority. The list containing the names/addresses of the personnel appointed by the agency shall be made available to the Academy authorities with their bio-data within 15 days from the date of deputing.

53 Compliance with Labour Regulations

- 53.1 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.

54 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 Chemical Services agency and the NJA. Payment of Provident Fund, ESIC, minimum wages, Workman compensations bonus and gratuity Leave etc. of the Personnel wherever applicable will be the sole responsibility of the Chemical Service 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 NJA from time to time.

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National Judicial Academy

Section– IV Contract Data

Bid No. : NJA/Adm/Services-10/2017/06/

Date: 18/06/2017

The Works consist of –

Category	Chemical
Name of Employer	National Judicial Academy.
Name of Works	Supply of Chemicals for Water Treatment Plant.
Bid Security	Rs. 8,300.00
Last Date of submission of Bid,	14:30 hours on 15/07/2017.
Start Date/Date of Commencement of work	Within seven days from signing of agreement.
Intended completion date from start date	One year
Security Deposit	In the form of Performance Guaranty and Retention Money.
Performance Security	5% of the Contract price
Liquidated Damages	<p>I. If the Supplier fails to deliver any or all of the goods within the time period specified in the supply order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1.0 percent of the contract price of delayed goods against relevant supply order for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.</p> <p>II. In case of service providing contract, if the contractor fails to provide services in time at short notice the employer shall get the same done from the open market and the cost incurred on this shall be recoverable from the contractor in addition to suitable penalty.</p>
Contract Price	Rate contract.
Warranty -Defect Liability period from Intended completion date	The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.



National Judicial Academy

SECTION- V

SPECIFICATION OF WORKS, SCOPE OF WORKS & SPECIAL CONDITION OF THE CONTRACT

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Section- V

Specification of work & technical specifications

1. Scope of Work

The National Judicial Academy have 0.75 mld conventional water treatment plant in the campus to treat the raw water received from the upper lake adjacent to the Academy premises. The academy requires following chemicals to be supplied as per specification and schedule prescribed.

- Sodium Hypochlorite.
- Non- Ferric Alum.
- Hydrated Lime
- Poly Alluminium Chloride
- Stable Bleaching Powder
- Sodium Dichloroisocyanurate

2. Specification of Works

2.01. SODIUM HYPOCHLORITE – NaOCl

S. No	Characteristic	Specification
1	Relative density at 25°C	1.2 Min
2	Available Chlorine Percent Volume (as Cl)	12.5% Min.
3	Total Percent Chlorine by Volume (as Cl)	12.50% Min
4	Free Alkali (as NaOH) g/1 min	5.00 g/l min.
5	Free sodium carbonate (as Na ₂ CO ₃), g/l, Max	0.50 g/l max.
6	Iron (as Fe) ppm Max.	1 ppm maximum
7	Sodium Chlorate	Traces
8	Odor	Chlorinous
9	Freezing Point	1.4° F
10	Ph	10.6 (Min)
11	Colour	Straw Yellow Colour

Physical Properties

- a The hypochlorite solution shall of Grade 2 confirming to IS 11673: 1992, be a pale, yellowish green, clear liquid and shall not produce any sludge or turbidity when mixed with water.
- b The material shall comply with the requirement of minimum available chlorine content upto 30 days from the date of packing.
- c Each lot of Sodium hypo chlorite supplied at site shall be tested according to the method prescribed in Annexure A of IS 11673:1992
- d The contractor should get the chemical tested from reputed Govt. Laboratory as per prescribed method in IS 11673:1992 and submit the Test certificate with each lot of supply.

Packing

- a. The material shall be packed in 20 Ltrs to 40 Liters in HDPE containers.
- b. The lid of the containers should be properly sealed so that leakage should not occur during transit.
- c. Material shall be unloaded directly at Nja Bhopal. The weighment of NJA weighbridge reading shall be final.
- d. Each pack should be securely closed and marked with the following information:

Name and grade of the material
 Indication of the source of manufacture,
 Gross and Net mass
 Date of Packing and
 Lot Number

2.02 Sodium Dichloroisocyanurate (NADCC)

The supply of Sodium Dichloroisocyanurate conforming to specification as per IS 15773:2008 and certified from Food and Drug Administration India.

Specification

S No	Characteristic	Specification
1	PH of 1% solution	7.0
2	Appearance	The product should be white granular solid/tablets with chlorinous odour
3	Density	The bulk density is approx 0.9
4	Solubility in water	291 g/l at 25° C
5	Available chlorine	55% min.
6	Sodium Chlorite	0.04% Minimum
7	Moisture Content	1.81 Maximum

Packing: The granules/ tablets should be packed in air-tight plastic container.

Each pack should be securely closed and marked with the following information:

Name and grade of the material
 Indication of the source of manufacture,
 Gross and Net mass
 Date of Packing and
 Lot Number
 Expiry date

The contractor should get the chemical tested from reputed Govt. Laboratory as per prescribed method in IS 15773:2008 and submit the Test certificate with each lot of supply.

2.03 NON- FERRIC ALUM (ALUMINA SULPHATE)

ALUMINA SULPHATE (NON-FERRIC ALUM) AS PER IS: 260: 1980

SPECIFICATION

S. No.	Characteristic	Technical Specification
1	Insoluble matter % by mass, Max	0.30
2	pH (of 5% Solution), min	2.8
3	Heavy metals (as pb), parts per million, max	NIL
4	Iron (as Fe), percent by mass, max	0.01
5	Chlorides	NIL
6	Arsenic (as As ₂ O ₃) parts per million	NIL
7	Ammonium Salts (as NH ₃), percent by mass, max	NIL
8	Aluminum (as Al ₂ O ₃), percent by mass	17 min
9	Sodium (as Na) percent by mass, max	NIL
10	Potassium (as K) percent by mass, max	NIL

- A. Supply should be in slabs packed in LPDE/HPDE bags. Material shall be unloaded directly at NJA Bhopal. The weighment of NJA weighbridge reading shall be final.
- B. Material should conform to IS: 260 (Tech Grade). Party should submit a test certificate (TC) with each consignment.
- C. Random samples shall be collected from every lot and tested as per IS: 260 at the reputed Laboratory as designated by NJA.
- D. Material with Al₂O₃ < 14% will be rejected. The rejected material shall be taken back by the supplier at his own cost within 30 days from the date of intimation of rejection to the supplier and the supplier has no right to claim the material after this period.

2.04 . CALCIUM HYDROXIIDE – Ca(OH)₂ (LIME)

- a. The calcium Hydroxide, hydrated lime shall be white powder form.

Sr No	Particular	Specification AC
1	Appearance	White powder
2	Lime as CaO	72% min
3	Hydrated Lime as Ca(OH) ₂	90% min
4	Moisture	0.75% max
5	Magnesium Oxide as MgO	0.5% max
6	Calcium Sulphate as CaSO ₄	0.05% max
7	Ferric Oxide as Fe ₂ O ₃	0.08% max
8	Aluminum as Al ₂ O ₃	0.15% max

- b. The material shall be packed in air tight plastic bags. The bags used shall be dry and free from grease, dirt or other foreign matter likely to cause decomposition of the material.

2.05 . POLY ALLUMINIUM CHLORIDE (PAC)

- a. Poly Aluminium Chloride (PAC) water graded PAC confirming to IS 15573 : 2005 der form.

Sr No	Characteristic	Specification
1	Alumina as AL ₂ O ₃	29.0±1.0
2	Bulk Density/Specific Gravity at 20°C	0.75±0.1
3	pH of aqueous Solution (W/V)	3.5-5.0 (1%)
4	Chloride % (w/w)	31.0±2.0
5	Sulphate % max.	10.0
6	Basicity %	40.0±5.0
7	Mercury & Lead (ppm)	ND

- b. The material shall be packed in air tight plastic bags. The bags used shall be dry and free from grease, dirt or other foreign matter likely to cause decomposition of the material.

2.06 STABLE BLEACHING POWDER (SBP)

Supply of bleaching powder stable Gr-I conforming to specification No.IS 1065/89 (2nd revision) Minimum chlorine percentage by Mass 35.0%

Specification

S No	Characteristic	Specification
1	Available Chlorine	34.0% Minimum
2	Stability	1/15 Max
3	Moisture	0.3% Max
4	Particle size (Passing through 1.70 mm IS sieve)	99.5%

- 3 Buy Back offer for the purchase of empty containers of Chemicals :** The bidder is required to submit its rates for the purchasing of empty poly containers used for chemical on as and where basis. The contractor may take back the available poly containers of 35 to 40 lit capacity received from the supply of aforesaid chemicals and lying in the Academy's Godown. The supplier shall take the delivery of the containers on "as is where is basis" but he will not bound to take damaged and discarded containers.

4. Commencement & Completion of Work

- 4.1 The contractor will start work within 7 days from the date of signing of agreement. The initial Annual Service contract shall be for one year. The contract period may be extended on mutual agreement.

5. Terms of Payment

- 5.1 No mobilization advance and secured advance will be paid.
5.2 Bill should be prepared and submitted by the contractor in three copies.



Schedule of Requirement

The delivery schedule expressed as days stipulates hereafter a delivery date which is the date of delivery at National Judicial Academy, P.O. Suraj Nagar, Bhadbhada Road, Bhopal, 462044 (MP)

Item No.	Description	Estimated Annual Requirement	Unit	Delivery schedule
1	Providing & supplying, food grade Sodium Hypochlorite (NaOCl) with minimum 12.5% chlorine concentration confirming to IS 11673 : 1992 as per specification mentioned	6000	Litre	As per requirement.
2	Providing and supplying food grade Non- Ferric Alum – Al ₂ (SO ₄) ₃ confirming to IS 260: 1980 -as per specification mentioned	11000	Kg	As per requirement.
3	Providing and supplying food grade, Hydrated lime – as per specification mentioned	2000	Kg	As per requirement.
4	Providing and supplying Bleaching Powder (Stable) confirming to IS 1065-1989 -as per specification mentioned	0	Kg	As per requirement.
5	Providing and supplying Sodium Dichloroisocyanurate confirming to IS 15773:2008 -as per specification mentioned	0	Kg	As per requirement.
6	Providing and supplying water graded Poly Aluminium Chloride (PAC) conforming to IS 15573 : 2005). -as per specification mentioned	0	Kg	As per requirement.

The delivery schedule is tentative and may be changed as per consumption of chemical on actual basis. Accordingly indent of supply (supply order) will be raised to the supplier.



NATIONAL JUDICIAL ACADEMY

FINANCIAL BID

SECTION – VI: BILL OF QUANTITIES (PRICE SCHEDULE)

For

Supply of Chemicals for Water Treatment Plant



Section- VI : Bill of Quantities (Price Schedule)

Bid No.: NJA/Adm/Services-10/2017/06/ Date: 18/06/2017

CATEGORY – 10: SUPPLY OF CHEMICAL SERVICES
Supply of Chemicals for Water Treatment Plant

Name of Contractor: _____
 Address: _____

Item No	Description of Item	Unit	Rates/unit (in figures) Rs	Rates/unit (in words) Rs
1	Providing & supplying, food grade Sodium Hypochlorite (NaOCl) with minimum 12.5% chlorine concentration confirming to IS 11673 : 1992 as per specification mentioned	Litre		
2	Providing and supplying food grade Non-Ferric Alum – Al ₂ (SO ₄) ₃ confirming to IS 260: 1980 -as per specification mentioned	Kg		
3	Providing and supplying food grade, Hydrated lime – as per specification mentioned	Kg		
4	Providing and supplying Bleaching Powder (Stable) confirming to IS 1065-1989 -as per specification mentioned	Kg		
5	Providing and supplying Sodium Dichloroisocyanurate confirming to IS 15773:2008 -as per specification mentioned	Kg		
6	Providing and supplying water graded Poly Aluminium Chloride (PAC) conforming to IS 15573 : 2005). -as per specification mentioned	Kg		
Not Part of Financial Bid (For Rate Purpose Only)				
7	Purchase of empty poly containers of on 'as is where basis' of 35 to 40 lit capacity received from the supply of aforesaid chemicals and lying in the Academy's Godowns.	150 Nos.		
		Each Black		
		Each Blue		

The rates shall be inclusive of all charges, transportation etc at FOR National Judicial Academy Suraj Nagar basis but exclusive of Sales tax, VAT, other government duties.

- (1). The quantity of work shown is tentative and only for estimation purpose.
- (2). Please note that there is no guarantee for minimum/maximum volume of work.
- (3) The work will be purely on rate contract as per approved rate for each item.

Signature of Authorized Signatory
 Seal



National Judicial Academy

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

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

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

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