

## **BID DOCUMENT**

### **Category- 02: Security Services**

#### **Providing and Facilitating Security services in the Academy Premises**



### **NATIONAL JUDICIAL ACADEMY**

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

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



# NATIONAL JUDICIAL ACADEMY

## Category- 02: Security Services

Providing and Facilitating Security services in the Academy Premises

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

**INVITATION FOR BID**

Bid No. : NJA/Adm/2018/01/

Date: 08/02/2018

The National Judicial Academy invites bids from 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	Providing and Facilitating Security Services in the Academy Premises.	4,000/- + GST as applicable	13,44,500/-
2	Execution and Facilitating the Cleaning of Buildings & Roads and Housekeeping of Guest Houses in the Academy Premises.	4,000/- + GST as applicable	6,79,710/-

Bid document can be obtained by the prospective bidders on payment in cash or through e-payment or through Demand Draft in favour of “**National Judicial Academy**” payable at Bhopal from the Academy up to **10/03/2018 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 10/03/2018**. For tender documents and other details, please visit [www.nja.gov.in](http://www.nja.gov.in) or [www.tenders.gov.in](http://www.tenders.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in).

**Director**  
National Judicial Academy



## NATIONAL JUDICIAL ACADEMY

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

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

Bid No. : NJA/Adm/Services-02/2018/01/  
08/02/2018

Dated:

### INVITATION FOR BIDS- SECURITY SERVICES

Sealed Bids are invited from experienced professional Security agencies for providing and facilitating security services in the Academy Premises as per the requirement indicated in the Bid document on Annual Contract Basis.

Name of work	Bid Security	Cost of bid document	Period of Contract
Providing and Facilitating Security Services in the Academy Premises.	Rs. 13,44,500/- in the form of e-payment, 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. 4,000/- + GST as applicable	For a period of two years

Interested party may obtain the Bid Document on payment of cost of bid document from the office of the undersigned up to **11:30 hours on 10/03/2018** during working hours or download the same from web site [www.tenders.gov.in](http://www.tenders.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.nja.gov.in](http://www.nja.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 10/03/2018**. The bids shall be opened on **10/03/2018 at 16:00 hours** in presence of the bidder's representative who chooses to attend at the office of Registrar (Administration), National Judicial Academy, Bhopal. The Employer has the right to reject any or all Bids without assigning any reason(s).

Director  
National Judicial Academy

### INFORMATION TO BIDDER FOR OBTAINING BID DOCUMENT

1. Bid document can be purchased by the prospective bidder on payment of Rs. 4,000/- + GST as applicable through Demand Draft/cash/e-payment in favour of "National Judicial Academy" payable at Bhopal from the office of the Registrar (Administration), National Judicial Academy **up to 10/03/2018 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 10/03/2018** and will be opened on **10/03/2018 at 16:00 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](http://www.nja.gov.in) or Govt. websites [www.tenders.gov.in](http://www.tenders.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in).
4. No cost of bid document shall be payable, if bid document is obtained from web site.

Director  
National Judicial Academy



# NATIONAL JUDICIAL ACADEMY

## Technical Bid

### DOMESTIC COMPETITIVE BIDDING

Bid No.: NJA/Adm/Services-02/2018/01/

Date: 08/02/2018

Name of Work	Providing and Facilitating Security Services in the Academy Premises.
Bid Security	Rs. 13,44,500/-
Period of sale of Bidding Document	Up to 10/03/2018 till 11:30 hours.
Date and Time for Pre Bid meeting	18/02/2018 at 11:00 hours
Last Date and Time for receipt of Bids	Up to 14:30 hours on 10/03/2018.
Date and Time of Opening of Bid	10/03/2018 at 16:00 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**

<b><u>No.</u></b>	<b><u>Particular</u></b>	<b><u>Remark</u></b>
1.	Bid Security should have the validity period as mentioned under clause-15 of Section-I of the Bid document and should only be in the form of Account payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, e-payment or Bank Guarantee in prescribed format from any of the commercial bank, in favour of "National Judicial Academy" payable at Bhopal.  <b>Rs. _____ in the form of _____ valid up to _____ enclosed.</b>	<b>Yes/No</b>
2.	Copies of Registration certificate under various Statutory, laws viz. PAN, GST, ESIC, EPF, Labour licence etc., whichever is applicable to carry out the services, are enclosed as Annexure____. (Ref. Section-I).	<b>Yes/No</b>
3.	Formal forwarding letter in standard printed form addressed to the Employer	<b>Yes/No</b>
4.	Certificate of authentication by owner for experience of similar type of works.	<b>Yes/No</b>
5.	Detailed methodology indication the procedures of execution of work and schedule of completion of the work.	<b>Yes/No</b>
6.	Copies of original documents defining the constitution or legal status of the firm/ organization.	<b>Yes/No</b>
7.	Power of attorney of the authorized signatory signing the Bid.	<b>Yes/No</b>
8.	Total monetary value of services performed for each of the last three year.	<b>Yes/No</b>
9.	Whether covering letter as per Bid document along with the financial bid i.e. "Form of contractor's Bid" is enclosed. (Appendix-II).	<b>Yes/No</b>
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.	<b>Yes/No</b>
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.	<b>Yes/No</b>
12.	Statement regarding details of pending litigation and Bankruptcy is enclosed as Annexure____.	<b>Yes/No</b>
13.	Supporting documents to prove the financial standing is enclosed as Annexure____.	<b>Yes/No</b>
14.	Copies of all enclosures are self-attested.	<b>Yes/No</b>
15.	<b>Statement regarding correction/modification</b> is enclosed as Annex____.	<b>Yes/No</b>
16.	Authorization to seek references from Banker is enclosed as Annex____. (Ref. Cl-4 of Sec.-I).	<b>Yes/No</b>
17.	Documentary proof for minimum required experience and value of similar type of work performance along with the list of clientele is enclosed as Annexure____ (Ref. Cl.-3 of Section-I).	<b>Yes/No</b>

<b><u>No.</u></b>	<b><u>Particular</u></b>	<b><u>Remark</u></b>
18.	The annual turnover to be shown is only for the Security services and value of no other services included in it. (Ref. Section-II).	<b>Yes/No</b>
19.	Copy of valid license to run Security Services is enclosed.	<b>Yes/No</b>
20.	The value of work and period shown are distinctively for the service provided in the area of Security Services. (Ref. Clause-3 of Section-I).	<b>Yes/No</b>
21.	Audited Balance Sheet/Profit & Loss Statement for the period 2014-15 to 2016-17 is enclosed as Annexure___ showing value of Security Services separately.	<b>Yes/No</b>
22.	Reports on the financial standing of the Bidder:- (a) Profit and loss statements. (b) Auditor's report for the past three years.	<b>Yes/No</b>

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

Seal & Signature of Contractor

Note:-

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

**PROFILE OF ORGANISATION**

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



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

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

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

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

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

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

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

Seal of the Company



## **SECTION-I: INSTRUCTIONS TO BIDDERS (ITB)**

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## **SECTION –I: INSTRUCTIONS TO BIDDER (ITB)**

### **A- GENERAL**

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

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

#### **2. Source of Funds**

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

#### **3. Eligible Bidders**

- 3.1. The Invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause-3.5 and 4.3 of this section.
- 3.2. Please furnish a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with any employee of the Academy or any other entity that has prepared the design, specifications and other documents for the contract.
- 3.3. Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer.
- 3.4. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause-33.
- 3.5. Eligibility Criteria
  - a) The Bidder must have experience on similar Services (Security services) executed during the last three years. Details like monetary value, clients, proof of satisfactory completion should be submitted for establishing eligibility.
  - b) Registration if any with specified department /organizations, class/type of registration.
  - c) The average annual turnover for the last three preceding years for Security Services should not be less than Rs. 100.00 lakhs.
  - d) Documentary evidence of adequate financial standing.

#### **3.6 Financial Solvency**

- 3.6.1 The bidder should have a solvency of Rs. 10,00,000 (Rupees Ten Lakhs). A certificate to this effect may be enclosed from the banker.

#### **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 (Security Services), details of key personnel, office/training establishment and equipments and a preliminary description of the proposed work method and schedule including drawing and charts, as necessary.

- 4.2. All bidders shall include the following information and documents with their bids in Section-II whichever is applicable to carry out the services.
  - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
  - (b) total monetary value of their works performed for each of the last three years;
  - (c) experience in Services of a similar nature and size for each of the last three years, and details of Services under way or contractually committed; and Employers who may be contacted for further information on those contracts;
  - (d) major items of equipment for the security services proposed to carry out the Contract;
  - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
  - (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;
  - (g) evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources)
  - (h) authority to seek references from the Bidder's banker;
  - (i) information regarding any pending litigation, current/past three years, in which the Bidder is involved, the parties concerned, and cause of dispute and final outcome;
- 4.3. To qualify for award of the contract, each bidder in its name.
  - (a) Bidder must possess valid licence as contemplated under the Private Security Agency (Regulation) Act, 2005 or fulfill the legal requirement as provided in Section-IV of said Act to carry on the business of private security agency, in Bhopal District of MP as on date of submission of bid document.
  - (b) The security agency should have a minimum experience of three years in executing the security service in similar types of academy/ training centres/ organisation etc.
  - (c) The Bidder must be registered under EPF and ESIC regulation and should possess EPF numbers allotted by EPF Commissioner, Government of India.
  - (d) Bidder must possess a valid labour license from the Chief Labour Commissioner for specific number required for the contract labour under Labour Contract Act.
- 4.4. To qualify for the contracts for which bid is invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the qualifying criteria for the individual contracts.
- 4.5. Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.
- 4.6. The bidder should, however, undertake their own studies and furnish with their bid a detailed methodology supported with equipment & manpower planning and its deployment duly supported with broad calculations and quality control procedure proposed to be adopted, justifying their capability of providing such services over the contract period.
- 4.7. The average turnover for last three years is to be submitted in form Tech-3 duly supported by annual audit reports. If audited report of financial year 2016-2017 is not yet ready turn over certified by CA is acceptable.
- 4.8. Even though the bidder meet the above qualifying criteria, they are subject to be disqualification if they have;
  - (a) Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
  - (b) Record of poor performance such as abandoning the works, not properly completing/ performing the work, inordinate delay in completion, litigation history, or financial failure etc.
  - (c) In the case of any agency that have previously provide to NJA, such services, should have provided it satisfactorily in the sole opinion of NJA, failing which the bid can summarily be rejected.

## **5. One Bid per Bidder**

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

## **6. Cost of Bidding**

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

## **7. Site visit**

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

## **B. BIDDING DOCUMENTS**

## **8. Content of Bidding Documents**

- 8.1 The Works and services required, procedure, methodology and contract terms are prescribed in bidding documents listed below and addenda issued in accordance with Clause-10.
- (a) Invitation for Bid (IFB)
  - (b) Instruction To Bidders : Section-I
  - (c) Forms of Bid & Letter of Acceptance : Section-II
  - (d) General Conditions of Contracts: Section-III.
  - (e) Contract Data : Section-IV
  - (f) Specification of Works of services & Special Conditions of Contract: Section-V.
  - (g) Area of Scope & Schedule of Requirement: Section-VI.
  - (h) Bill of Quantities/Financial Bid (Price Schedule): Section-VII.
  - (i) Form of Securities: Section-VIII.

- 8.2 Bidding Documents supplied should be completed and returned with the bid.

- 8.3 The bidder is expected to examine all the instructions, forms terms and specifications in the bidding documents. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

## **9. Clarification of the Bidding Documents**

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

### **9.2 Pre-bid meeting**

- 9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place in the Office of the Registrar (Administration), National Judicial Academy, on date & time specified in Contract Data, to clarify issues, if any on any matter that may be raised at that stage.
- 9.2.2 Any modification of the bidding document, which may become necessary as a result of the Pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the Pre Bid Meeting.
- 9.2.3 Non-attendance at the Pre Bid Meeting will not be a cause for disqualification.

## **10. Amendment of Bidding Documents**

- 10.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.
- 10.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable/e- mail to all the purchasers of the bidding documents & published on Academy's website. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

- 10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

### **C. PREPARATION OF BIDS**

#### **11. Language of the Bid**

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

#### **12. Documents comprising the Bid**

- 12.1 The bid submitted by the bidder shall comprise the following:

##### **a) Technical Bid**

- i. Complete set of bid documents as sold/ downloaded, duly filled in and signed on all pages and at different places as required of the tender documents, comprising of all information relating to AATO, experience, personnel and equipments and methodology.
- ii. Bid security.
- iii. All other document listed in clause-3 & 4 of Section-I and Section-II except the priced Bill of Quantities. i.e. except Section-VII

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

#### **13. Bid Prices**

- 13.1. The contract shall be for the whole services as described in Section- V & VI based on the priced Bill of Quantities submitted by the Bidder.
- 13.2. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 13.3. The rates quoted by the bidder for service charge shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.
- 13.4. The Academy shall reimburse minimum wages (declared by the Central Labour Commissioner) paid by the contractor to their employees on actual basis to the contractor on submission of proof.
  - The Academy shall reimburse 15% above the minimum wages (declared by the Central Labour Commissioner) for armed guard, for payment to Supervisors.
  - The Academy shall reimburse 45% above the minimum wages (declared by the Central Labour Commissioner) for armed guard, for payment to Assistant Security Officer.
- 13.5. The Academy shall not reimburse overtime wages to the security agency. If any security personnel deployed for overtime, the agency shall responsible for making payment of overtime to the security personnel in line of minimum wages act/statutory provisions in this regard.
- 13.6. The Academy shall reimburse all the statutory charges like employer contribution for EPF including EDLI, administrative charges for EPF, ESIC, bonus etc. & duties, taxes, and other levies payable by the contractor under the contract on actual basis to the contractor on submission of proof.
- 13.7. The Contractor shall quote rates for their service charge in percentage which will be calculated on total bill amount before charging GST.
- 13.8. The Contractor shall include the cost of the followings in the service charge;
  - Their administrative & service charge
  - Cost of uniform & other instruments/equipment provided to the security guards
  - Cost/charges for providing equipments/instruments as mentioned under clause 3.12 of Section-V
  - Any other cost that they need to incur for performance to their contractual obligations during the contract period
- 13.9. The Contractor shall not include the cost of the following in the service charge;
  - The cost incurred for payment of salary to their employees as per minimum wages act.
  - The statutory charges like employer contribution for EPF, ESIC, bonus etc. & duties paid by them for performance of contract.
  - Goods & Service Tax

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

## 16. Currencies of Bid and Payment

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

## 17. Alternative Proposals by Bidders

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

## 18. Format and Signing of Bid

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

### D. SUBMISSION OF BIDS

## 19. Sealing and Marking of Bids

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

### 19.1 Envelope-A (Duly Sealed): Should contain

- a) Bid Security in prescribed manner.

**19.2 Envelop-B (Duly Sealed):** Should contain

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

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

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

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

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

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

And bear the following Identification

- a) Bid for: Providing and facilitating Security Services in the Academy Premises.
- b) Bid Reference No:- NJA/Adm/Services-02/2018/01/ dated :
- c) Do not open before \_\_\_\_\_ (Date & time for Bid Opening).
- d) Name & Address of the Bidder \_\_\_\_\_.

19.6 If the outer envelop is not sealed and marked as above, the Academy will assume no responsibility for the misplacement or premature opening of Bid.

**20. Deadline for Submission of the Bids**

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

20.2 The Employer may extend the deadline for submission of bids by issuing an addenda on [www.nja.gov.in](http://www.nja.gov.in) website.

**21. Late Bids**

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

**22. Modification and Withdrawal of Bids**

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

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

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

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

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

**E. BID OPENING AND EVALUATION**

**23. Bid Opening**

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



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

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

## **25. Clarification of Bids**

- 25.1. To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause-27.
- 25.2. Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 25.3. Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.
- 25.4. 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.

## **26. Examination of Bids and Determination of Responsiveness**

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

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

## **27. Correction of Errors**

- 27.1. Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
  - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 27.2. The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, 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.

## **28. Evaluation and Comparison of Bids**

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

## **F. AWARD OF CONTRACT**

### **29. Award Criteria**

- 29.1. The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding Documents and who has offered the lowest evaluated Bid price for the complete work as mentioned in scope of work and bill of quantity for two year period (contract value of 1<sup>st</sup> year & 2<sup>nd</sup> year together will be considered for evaluation purpose), provided that such Bidder has been determined to be eligible/ qualified in accordance with the provisions laid-down.
- 29.2. The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding Documents and who has offered the best evaluated Bid.
- 29.3. Other Bidders whose bids are ranked below the best evaluated bid may be empaneled 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 empaneled bidders after

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

### **30. Contract Value**

- 30.1. For the purpose of determining contract value the minimum wages in force on the last date of bid submission and wages for supervisor & ASO in line of clause 13.4 of section I plus statutory charges like employer contribution for EPF including EDLI, administrative charges for EPF, ESIC, bonus etc. & duties, taxes and annual increment considered @10% shall be taken into account for full deployment of security personal.

### **31. Notification of Award and Signing of Agreement.**

- 31.1. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Services by the Contractor as prescribed in the Contract (hereinafter and in the Contract called the "Contract Price").
- 31.2. 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-32.
- 31.3. The Agreement will incorporate all correspondence between the Employer and the successful bidder with the Letter of Acceptance. Within 21 days of receipt of letter of acceptance the successful bidder will sign the Agreement with the employer.
- 31.4. 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.

### **32. Performance Security**

- 32.1. Within, 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the annual contract price (first year contract value).
  - a) In the form of bank guarantee in the in the prescribed format of any Commercial Bank (Annexure-B) or
  - b) In the form of A/c payee Demand Draft or FDR from any Commercial Bank in favour of National Judicial Academy (FDR in joint form is not acceptable). or
  - c) Online payment into saving bank account of the Academy.
- 32.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, Demand Draft or FDR, it shall be issued by a Commercial bank.
- 32.3. Failure of the successful Bidder to comply with the requirements of Sub Clause-32.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security and forfeiture of the Bid Security and the agency shall be blacklisted and debarred for future bidding process of the Academy.
- 32.4. The validity of such performance security shall be valid until a date of 60 days from day of completion time of contract including warranty/defect liability, if any.

### **33. Corrupt or Fraudulent Practices**

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

- c) Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

**34. Assignment or Sub letting**

- 34.1 The Contractor shall not assign this contract to any other person or and shall sub-let any portion of the work.



## NATIONAL JUDICIAL ACADEMY

Providing and facilitating Security services in the Academy  
Premises

### **Section-II**

### **Forms of Bid & Letter of Acceptance**

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

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

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

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

**Sub:- Submission of prequalification application for the Security services at NJA.**

Sir,

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

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

S. NO.	Name of Work	Certificate from
1		
2		
3		
4		

Encl:

Date of submission:

Signature of Applicant

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

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

Description of Work: Providing and facilitating the Security services in the Academy Premises

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

Sir

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

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

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

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

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

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

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

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

Yours faithfully

(Authorized Signatory)

Name & Title of Signatory-----

Name of Bidder-----

Address-----

### Financial status of organisation

1. Name of Firm/Organization : \_\_\_\_\_
2. Name, address, telephone, fax numbers of the Bidder's banker's who may provide references if contacted by the Employer.  
 Name of Bank \_\_\_\_\_ Branch Name : \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

- 3 Capital : (a) Authorized: \_\_\_\_\_ (b) Issued, subscribed and Paid up : \_\_\_\_\_

- 4 Value of Security Services: (Amount in Lakh)

Particular	Year	Value (Rs. lakh)
Total value of work (Only Security Services) implementation/performed in the last three years	2014-15	
	2015-16	
	2016-17	

- 5 Financial Capabilities:

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

(Amount in Lakh)

Year	2014-15	2015-16	2016-17	Average
Annual Turnover				
Net Profit				

Cash and bank balance including (FDR) as at 31.03.2017.

Confirmation certificate from Bank is required to be produced.

Fixed Assets/Investments as at 31.03.2017

Capital Accounts Balance as at 31.03.2017

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

7

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



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

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

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

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

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

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

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

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

Signature of Authorized Signatory  
Seal

### **Information Regarding Qualification of Bidders**

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

[illegible]

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

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

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

Signature of Authorized Signatory

Seal

Signature of Contractor

---

## FORMAT FOR PERFORMANCE CERTIFICATION

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

1. Name & Address of Employer

2. Name of the contract and location

3. Agreement no.

a. Scope of Contract :

b. Contract Cost :

c. Date of Commencement :

d. Period :

e. Amount of compensation levied, if any :

f. Average monthly deployment of security personnel :

(a) Ex-Serviceman :\_\_\_\_\_

(b) Civilian :\_\_\_\_\_

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

h. Compliance of all statutory requirements- Yes / No

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

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

Signature of Authorized Signatory

Seal

### Details of Key Personnel

Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to Sub Clause-4.2. (e) of instructions to Bidders and Sub Clause-9.1 of the General Conditions of Contract.

[illegible]

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

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

Signature of Authorized Signatory

Seal

### **Details of Key Equipments required to Provide Services**

[illegible]

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

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

Signature of Authorized Signatory

Seal

## LETTER OF ACCEPTANCE

\_\_\_\_\_(Date)

To,

\_\_\_\_\_

(Name and address of the Contractor)

Dear Sir,

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

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

You are hereby requested to furnish the Performance security, in accordance with clause-32 of Section-I of Bid Document for an amount of Rs. \_\_\_\_/-.

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

Thanking you,

Yours sincerely,

Authorised Signature

*Name and Title of Signatory*

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

\_\_\_\_\_ dated

To

\_\_\_\_\_ (name and address of the Contractors)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB clause-32 and signing of the contract for the 'Providing and facilitating Security Services in the Academy Premises' as per enclosed price schedule 'A' you are hereby instructed to proceed with the execution of the said Services in accordance with the contract documents.

Yours faithfully

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



## **AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

On behalf of Employer

On behalf of Contractor

In presence of

In presence of

(1)

(1)

(2)

(2)



# **NATIONAL JUDICIAL ACADEMY**

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

Tel- EPABX – 0755- 2432500, Fax- 2696904

## **SECTION-III**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**



## **SECTION: - III – GENERAL CONDITIONS OF THE CONTRACT**

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## SECTION-III : GENERAL CONDITIONS OF CONTRACT

### A. General

#### 1. Definitions

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

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

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

**Compensation Events** are those defined in Clause 31

The **Completion Date** is the date of completion of the Services as certified by the Employer or his nominee in accordance with Clause 48 of this Section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer or his nominee will provide instructions clarifying queries about the Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Services, the Completion Date, and the Intended Completion Date apply to any Section of the Services/services (other than references to the Completion Date and Intended Completion date for the whole of the Services).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- a. Agreement
- b. Letter of Acceptance and notice to proceed with Services
- c. Contractor's Bid
- d. Contract Data
- e. General Conditions of Contract
- f. Specifications of Works & Special Conditions of Contract.
- g. Area of Scope & Schedule of Requirement
- h. Bill of Quantities and
- i. Any other documents listed in the Contract Data as forming part of the Contract.

## 3. Language and Law

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

## 4. Employer or his nominee's Decisions

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

## 5. Delegation

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

## 6. Communications

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

## 7. Joint Venture

7.1 Two or three companies/contractors jointly to take contract/contracts is not permitted.

## 8. Other Contractor

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.

8.2 Subcontracting is not allowed.

## 9. Personnel

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Employer or his nominee. The Employer or his nominee will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

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

## 10. Employer's and Contractor's Risks

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

## 11. Employer's Risks

### 11.1 The Employers risks are -

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

## 12. Contractor's Risks

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

## 13. Insurance

13.1 All the employees of the contractor shall have to cover under ESIC scheme and / or Workman Compensation Act. In case where ESIC scheme does not exist, the contractor has to take up equivalent insurance cover from insurance company under Workman Compensation Act. The contractor shall provide such insurance cover for complete contract period for the following event which are due to the Contractor's risk:

- a. Loss of or damage to Equipment used for the services; and

b. Personal injury or death.

- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer or his nominee before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer or his nominee.
- 13.5 Both parties shall comply with all conditions of the insurance policies.

**14. Site Investigation Reports**

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

**15. Queries about the Contract Data.**

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

**16. Contractor to Execute the Services.**

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

**17. The services to be completed by the intended completion date.**

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

**18. Safety**

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

**19. Discoveries**

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

**20. Possession of the Site**

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

**21. Access to the Site**

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

**22. Instructions**

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

**23. Arbitration**

- 23.1 Any dispute between the parties to the agreement shall be finalized by negotiation between both the parties and if an amicable settlement is not reached, then the dispute shall be referred to the sole Arbitrator to be nominated by the Director, National Judicial Academy, Bhopal and the award/decision given by him shall be final and binding on both the parties.
- 23.2 The arbitration proceedings shall be conducted in accordance the Indian Arbitration and Conciliation Act 1996.



- 23.3 Neither party shall be limited in the proceedings before such arbitrator to the evidence nor did arguments already put before the employer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Employer or his nominee, as the case may be, from being called as a witness and giving evidence before the arbitrator or any matter whatsoever relevant to the dispute.
- 23.4 The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the Contractor shall be continued to be made as provided by the contract.
- 23.5 Arbitration proceedings shall be held at National Judicial Academy, Bhopal.
- 23.6 All arbitration awards shall be in writing and shall state the reasons for the award.
- 23.7 Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

## **B. TIME CONTROL**

### **24. Program**

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

### **25. Extension of the Intended Completion Date**

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

### **26. Jurisdiction**

- 26.1. All disputes subject to Bhopal Jurisdiction only.

### **27. Delays Ordered by the Employer or his nominee**

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

### **28. Management Meetings.**

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



## **29. Early Warning**

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

## **C. QUALITY CONTROL**

### **30. Identify Defects**

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

### **31. Tests**

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

### **32. Correction of Defects**

- 32.1. The Employer or his nominee shall give notice to the Contractor for any Defects/ deficiency in writing or verbal.
- 32.2. Every time notice of a Defect is given the Contractor shall correct the notified Defect /deficiency within the length of time specified by the Employer or his nominee's notice.

### **33. Uncorrected Defects.**

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

## **D. COST CONTROL**

### **34. Bill of Quantities**

- 34.1. The schedule of requirement shall contain items for the security services to be render by the Contractor including fulfillment of statutory requirements as contemplated in Section 3 – F Special Condition of the Contract and Private Security Agency (Regulation) Act, 2005.
- 34.2. The Contractor is paid for the quantities of the actual work / services executed.

### **35. Changes in the Quantities**

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

### **36. Variations**

- 36.1. All variations in the quantities of different items of works from the bill of Quantities shall be done only with the prior approval of the Employer.
- 36.2. The contract will be purely on rate contract basis and there will not be any guarantee of minimum/ maximum volume of work.
- 36.3. In case of service providing contracts the duration of the services may be extended on mutual agreement.
- 36.4. All variations shall be included in updated programs produced by the contractor.

### **37. Payments for Variations**

- 37.1. No extra payment or rate will be entertained for any variation in work, without prior approval of employer.
- 37.2. If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till date-mutually agreed.

### **38. Payment Certificates**

- 38.1. The Contractor shall submit to the Employer or his nominee monthly Bill of the services completed.

- 38.2. The Employer or his nominee shall check the Contractors' monthly Bill within 25 days and certify the amount to be paid to the Contractor after taking into account any credit or debit in question.
- 38.3. The value of services executed shall be determined by the Employer or his nominee.
- 38.4. The value of services executed shall comprise the value of the quantities of the items in the Bill of quantities completed.
- 38.5. The value of work executed shall include the valuation of variations and Compensation Events.

### **39. Payments**

- 39.1. Bills shall be prepared and submitted by the Contractor. Joint measurements/ 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.
- 39.2. Bill amount shall be paid within 25 days of submission of the bill.
- 39.3. Contractor shall submit bill for the final month within 15 days from the date of indented completion period. Employer or his nominee shall check the bill within 25 days after its receipt and return the bill to Contractor for corrections of mistakes and production of documentary proof for payment to the security personnel during the contract period and compliances of other statutory liabilities under the contract during contract period.
- 39.4. The contractor should re-submit the bill, with corrections within 10 days of its return by the Employer or his nominee. The re-submitted bill shall be checked and paid within 15 days of its receipt.
- 39.5. Items of the Services for which no rate or price has been quoted by the bidder will not be paid by the Employer and shall be deemed covered by other rates and prices in the Contract.

### **40. Tax**

- 40.1. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the employer on production of documentary evidence. For this purpose, the tax component of the total quoted price may be specified separately by the Contractor in the bills.

### **41. Currencies**

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

### **42. Price Adjustment**

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

#### **42.2. Subsequent Legislation**

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

### **43. Retention**

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

#### **44. Liquidated Damage**

- 44.1. In case any services is not found as per prescribed norms or is not carried out in time, the total price of the item(s) will be disallowed, in addition to penalty.
- 44.2. If the contractor fails to provide services of security personnel as per the requirement of the employer, the employer shall be at liberty to engage the same from suitable agency/organisation and the extra cost incurred on engagement of such deficit security personnel shall be recoverable from the contractor in addition to suitable penalty subject to a maximum deduction of 10% of the contract price.
- 44.3. The service/service are subject to supervision of the authorised representative of Employer. If any irregularity is observed it will entail penalty as defined at “Penalty” clauses of section-V.

#### **45. Advance payment**

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

#### **46. Security Deposits**

- 46.1 The security Deposit shall consist of two part:
  - (a) Performance Guaranty to be 5% of the Contract amount and submitted at award of work in the form of an e-payment, Account payee Banker’s Cheque/Demand Draft, Fixed Deposit Receipt from a Commercial Bank, bank Guarantee from a commercial bank in an acceptable form pursuant to Clause-32 of Section-I.
  - (b) Retentions money should be deducted at 5% from running bills pursuant to clause-43 of Sec-III.
- 46.2 The Security Deposit in the form of Performance Guaranty & Retention Money should not exceed 10% of total contract value.
- 46.3 The Performance Security 5% of the Contract amount shall be provided by the Contractor to the Employer not later than 21 days from the receipt of letter of acceptance and shall be issued in the said amount and on approved form and by a bank or surety acceptable to the Employer and denominated in Indian Rupees. The Performance Security shall be valid until a date 60 days from the day of expiry of completion time.
- 46.4 The security deposit (Performance security and Retention Money) shall be released within 28 days after completion of contract period and upon submission of claim by the agency and issuance of no dues certificate by the office in charge of the employer for final payment. The release of security deposit will be subject to submission of clearances certificate from LEO and EO (EPF) by the contractor, if required.

#### **47. Cost of Repairs**

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

### **E. FINISHING THE CONTRACT.**

#### **48. Completion**

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

#### **49. Taking Over**

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

## 50. Final Account

- 50.1. The Contractor shall apply to the Employer or his nominee a detailed account of the total amount that the Contractor considers payable under the Contract. The Employer or his nominee shall issue a no dues Certificate and certify any final payment that is due to the Contractor within 15 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer or his nominee shall issue within 10 days a schedule that states the scope of the corrections or additions that are necessary for the correction. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer or his nominee shall decide on the amount payable to the Contractor and issue a payment certificate, within 15 days of receiving the contractor's revised account.

## 51. Termination

- 51.1. The failure to deploy adequate number of eligible person resulting in sub standard service will be considered as fundamental breach of the terms and conditions under the contract.
- 51.2. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 51.3. Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) the Contractor stops work for 2 days when no stoppage of services is instructed and the stoppage has not been authorized by the Employer or his nominee
  - (b) the Employer or his nominee instructs the Contractor to delay the progress of the Services and the instruction is not withdrawn within 15 days.
  - (c) the Employer or the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
  - (d) a payment certified is not paid by the Employer to the Contractor within 30 days of the date of the Employer or his nominee's certificate:
  - (e) the Employer or his nominee gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer or his nominee.
  - (f) the Contractor does not maintain a security which is required.
  - (g) the Contractor has delayed the completion of Services by the number days for which the maximum amount of liquidated damages can be paid as defined in the Contract data and in Clause-44 of Section-III and 12 of Section-V of the contract agreement.
  - (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

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

- 51.4. 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-51.3 above, the Employer or his nominee shall decide whether the breach is fundamental or not.
- 51.5. If the Contract is terminated the Contractor shall stop service immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.
- 51.6. In the event of termination due to fundamental breach of contract by the employer, the security Deposit (performance security and retention Money) of the contractor shall be forfeited and balance period security services contract shall be undertook at the risk and cost of the agency, till the new contract will be executed.
- 51.7. In case of non-compliance or breach of any terms of contract or unsatisfactory or inefficient servicing on the part of the Contractor, the owner will be at liberty to revoke the contract without giving any notice of payment in lieu of notice.
- 51.8. During the currency of this agreement, the Academy shall have the right to terminate this agreement if it is not satisfied with the performance of the agency by giving it 30 days notice in writing. For this purpose, the Academy shall be the sole Judge to decide whether the performance of the agency is satisfactory or not and such decision of the Academy shall be final, conclusive and binding on the agency and the agency shall not be entitled to any compensation in that regard. Furthermore if on account of non-renewal of the

contract and/or termination of this contract, the agency has to terminate services of its employees, then it shall be the responsibility of the agency to pay the legal dues to its employees. In the event of non-compliance of legal requirement agency itself shall be liable for all the costs and consequences.

## **52. Payment upon Termination.**

- 52.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer or his nominee shall issue a certificate for the value of the services done less Liquidated damages / penalty up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the services not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 52.2. If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer or his nominee shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment repatriation of the Contractor's personnel employed solely on the Services, and the Contractor's costs of protecting and securing the Services and loss of profit on uncompleted Services less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

## **53. Property.**

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

## **54. Performance of services in accordance to Specification**

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

## **F. SPECIAL CONDITIONS OF CONTRACT**

### **55. Labour**

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

### **56. Compliance with Labour Regulations:**

- 56.1 During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor the Employer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer or his nominee 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 employees of the Employer at any point of time. The Contractor shall submit evidence regarding compliance with statutory obligations alongwith the monthly bill and may be further asked to provide



such information to employer or may be deemed necessary to discharge the obligation of principal employer.

- 56.2 The contractor shall maintain registers, documents as required under the Contract Labour Act (Regulation and Abolition) 1970 and keep at site i.e. National Judicial Academy for inspection by the authorities.

**57. Contractors Responsibility:**

- 57.1 The Tenderer will have to comply with all the provision of the Private Security Agencies (Regulation) Act, 2005 and the Rules made there under.
- 57.2 There shall be no contractual or other relationship between the employees of the security agency and the NJA. Payment of Provident Fund, ESIC, DA, Leave etc. of the Security Personnel wherever applicable will be the sole responsibility of the Security Agency.
- 57.3 The contract shall be subject to such other terms, conditions and instructions as may be issued by the NJA from time to time.
- 57.4 The quality of work at all stage should be as per the standards laid down and explained to the agency. The agency shall ensure that it fully complies with and observe all the provisions of the Contract Labour Act (Regulation and Abolition) 1970, Minimum Wage Act 1948, Payment of Wages Act 1935, Employees Provident Fund and Miscellaneous Provisions Act 1952, Gratuity Act 1972, the E.S.I. Act, and such other statutory enactments / rules and regulations laid down by the Govt. or local body in force/ coming into force which may apply to Security services and any liability on account of non-compliance or violation thereof shall be the agency's responsibility.
- 57.5 The employees employed by the agency shall be its employees and the Academy shall in no way be responsible or liable for their wages, salaries, bonus, gratuity or any compensation notice pay etc.
- 57.6 The Agency shall regularly make payment to the Provident Fund, Family Pension, Employee State Insurance Contribution, Deposit Linked Insurance Scheme, Gratuity and all other statutory dues, if applicable, that may become due or payable by the agency for the labour employed by it and maintain all such records as may be statutorily required and present the same to the officers of the Academy as and when required.
- 57.7 All the workmen in the employment of the agency working in the Academy shall abide by the disciplinary procedures/rules and regulations laid down by the Academy from time to time.
- 57.8 In the event the agency is provided with any material or equipment belonging to the Academy, the agency undertakes to return the same in good condition, failing which the agency shall be responsible for the cost of the same.
- 57.9 If in the course of execution of this contract by the agency, any minor or major damage is caused by the agency or his workmen to the persons or property of the Academy after joint investigation by the 'Academy' and the 'Contractor' any claims arising there from shall be recovered, settled and dealt with. The agency shall render all assistance and cooperation to the Academy if any enquiry is held thereon.

**58. Payment to workers:**

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



# NATIONAL JUDICIAL ACADEMY

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

## SECTION- IV

## CONTRACT DATA



#### SECTION-IV : CONTRACT DATA

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

The following documents are also part of the Contract

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

No.	Description	Clause Reference
	Name of Employer	National Judicial Academy
1	The name and identification number of the Contract is	Providing and Facilitating Security Services in the Academy Premises. (NJA/Adm/Services-02/2018/01/ dated_08/02/2018)
2	Bid Security	Rs. 13,44,500/-
3	Last date of submission of bid	10/03/2018 at 14:30 hours
4	Date & time of pre bid meeting.	18/02/2018 at 11:00 hours
5	The start date shall be	As per agreement
6	Intended completion Date from start date	Two Years
7	The following documents also form part of the Contract (GCC 2.3)	<ol style="list-style-type: none"> <li>1. Agreement</li> <li>2. Letter of Acceptance and notice to proceed with Services</li> <li>3. Contractor's Bid</li> <li>4. Contract Data</li> <li>5. General Conditions of Contract</li> <li>6. Specifications of the Work &amp; including Special Conditions of Contract</li> <li>7. Area of Scope &amp; Schedule of Requirement</li> <li>8. Bill of Quantities and</li> <li>9. Any other documents listed in the Contract Data as forming part of the Contract.</li> </ol>
8	The Contractor shall submit a Program for the Services (GCC 24)	Within seven days of delivery of the letter of Acceptance
9	The Site Possession Dates (GCC 20)	Start date
10	The period between Programme updates (GCC 24)	Same as GCC Clause
11	The amount to be withheld for late submission of an updated program (GCC 24)	Same as GCC Clause
12	The language of the Contract documents (GCC 3)	English
13	The law, which applies to the Contract	Union of India
14	The currency of the Contract (GCC 41)	Indian Rupees
15	The liquidated damages for the whole of the Services (GCC 44)	Same as mentioned in GCC 44.
16	Mobilization Advance (GCC 45.1)	No advance payment is applicable
17	Secured Advance with the non-perishable material brought.	N/A
18	<b>Repayment of secured advance</b>	N/A
19	Performance Security	5 percent of contract price
20	Retention Money	5% from Running bills subject to maximum of 5% of the contract price.





# NATIONAL JUDICIAL ACADEMY

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## Section-V Specifications of works of services & Special Conditions of Contract

### INDEX

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## Section-V

### Specifications of works of services & Special Conditions of Contract

#### 1. AREA OF SCOPE

- 2.1 The National Judicial Academy requires to appoint a Security Service Agency, herein after called "Agency/Contractor for the security of its complete premises and establishment including buildings, assets, plants, landscaping gardening and moveable and immovable property of the Academy.
- 2.2 The duration of this Contract shall be for a period of two years w.e.f the commencement of the contract. However it may be extended on mutual consent for agreed period. The successful bidder shall be expected to provide the services during the specified contract period on Annual Contract Basis (or extended period on mutual consent, if any) as described in the contract data.

#### 2. SCOPE OF SERVICE

- 2.1 The Agency shall be entirely responsible for providing efficient and reliable security services. The security agency shall perform the services as per the terms and conditions contained in the bid documents and shall deploy trained and qualified security personnel as per their rank. .
- 2.2 The Agency shall be entirely responsible to safeguard the Premises and property of the Academy at all the times and round the clock during the period of contract.
- 2.3 The Agency shall be entirely responsible and ensure that only authorized persons are allowed to enter the Premises and maintain the record for the same.
- 2.4 The Agency shall be entirely responsible and ensure that only persons authorized by the Owner are allowed to operate/repair/maintain the equipments at the Premises and that no such equipment, machinery or any part thereof any property is removed out of the Premises except with written Permission of the Owner.
- 2.5 The Agency shall be entirely responsible to search persons/vehicles entering and leaving Academy for any material on the body or in possession.
- 2.6 The Agency shall be entirely responsible to furnish proactively and periodically security and intelligence information relevant for the security in and around the Premises.
- 2.7 The Contractor/ Agency shall submit weekly duty chart of Security Guards and Supervisors, duly verified by the Security Officer/officer in charge to the employer, regularly.
- 2.8 The Contractor shall employ only such security personnel as may be educated/ trained enough to carry out any job of writing in connection with the security arrangements.
- 2.9 The Agency shall execute the service and discharge their obligations to the entire satisfaction of the employer and in accordance with the directions and specific instructions as may be issued from time to time by the employer or its officer in charge.
- 2.10 The Agency shall act diligently and take appropriate action, in case of fire or any other calamity, theft, etc. and to prevent it and further to reduce the damage and keep informed the appropriate authorities.
- 2.11 The Agency shall entirely responsible for operation and up keeping of fire fighting system and equipments of the academy.

#### 3. SECURITY PERSONNEL

- 3.1 The Agency shall be entirely responsible for providing efficient and reliable security services.
- 3.2 The Agency shall deploy only combatant of ex-servicemen/retired personnel of armed forces, ex service man of Army, Navy, Air Force or from Paramilitary forces for the security services and in such number of security personnel as may be fixed by the employer from time to time. The guard deputed must have good physique and should have capacity to handle the unauthorized entry. He should not have any physical disability. Any guard not meeting the above para metres will not be deployed.

- 3.3 The Contractor shall submit to the Owner a list of personnel employed by them along with the proof of their being retired personnel of armed forces/ex service man of Army/Navy/Air force or from Paramilitary forces. In case of any replacement, the agency shall intimate the employer, immediately.
- 3.4 The agency shall be responsible for providing minimum security personnel in the premises as mentioned in Schedule of Requirement at Section-VI. The agency shall adhere to maintain and deploy minimum number of security personnel on designated Post as per Schedule of requirement mentioned at Section-VI of the Bid document on all days throughout the year.
- 3.5 The agency shall, before engaging any personnel, get his antecedents verified by the police/authorized agency and fitness ascertained by a competent medical authority.
- 3.6 The Contractor shall immediately remove and replace any security personnel, on duty or otherwise, found under the influence of any drug or intoxicants or found guilty of conduct unbecoming of a security personnel and shall take such other action as may be required under the circumstances and any violation of this condition may result into cancellation of agreement.
- 3.7 No person who has been convicted by the competent court or who has been dismissed or removed on ground of misconduct or moral turpitude while serving in any of the armed forces of the Central or State Government shall be deployed.
- 3.8 In case, the Contractor desires to avail canteen facilities maintained or availed by the employer, the Contractor shall do so only with the permission and on such terms and conditions as may be fixed by the employer.
- 3.9 The employer shall not in any manner be responsible for any act, negligence, default, omission of any personnel engaged by the Contractor and no claim in this respect will lie against the employer. However, if any such claim is made against the employer, the agency shall indemnify/reimburse the employer against all the money paid and expenses incurred by the employer.
- 3.10 The Contractor shall, in case any employee of the Contractor is negligent in performing his duty resulting in inconvenience and/or loss to the property of the Owner, be liable to compensate the Owner for such loss or damage. The extent of damages to be recovered as such shall be determined after due inquiry by the Committee constituted by the Director, NJA. The inquiry report shall be submitted to the Director, NJA whose decision shall be final and binding on the Contractor.
- 3.11 The guards shall wear proper uniform while on duty and will be equipped with lathi, whistle, torch (5 watt LED rechargeable emergency light) and other required items to enable them to effectively discharge their duties and nothing extra shall be paid on this account.
- 3.12 The guards deputed at the gates shall be equipped with wheel under vehicle search mirror & hand held metal detector.

#### **4. FIRE FIGHTING SERVICES**

- 4.1 The Agency shall be entirely responsible for operation and up keeping of fire fighting system.
- 4.2 For this purpose the Agency shall engage minimum core security personnel who are trained in fire fighting course while in service in institute run by armed forces or any authorised institute.
- 4.3 The Agency shall upkeep the existing fire fighting equipments and system and keep it in order. However, maintenance and arrangements of fire fighting equipments/system in the premises and refilling of fire extinguisher are the responsibility of the employer.
- 4.4 It is responsibility of the agency to inform about any deficiency in fire fighting system to the employer from time to time. The employer shall make necessary arrangement to make it good in time.
- 4.5 The security service agency shall make necessary mock fire drill at the academy with the coordination officer in charge, periodical basis.
- 4.6 In the event of outbreak of fire the agency will be required to control and put down the fire in efficient manner in order to save damage of property and prevent injury to the person of the academy.

#### **5. ARMED GUARD (GUNMAN)**

- 5.1 The security agency shall provide the armed security guards having licensed weapons as per requirement, to be deployed at sensitive area. The information in this regard will be sent to the local police station.
- 5.2 The Agency shall be entirely responsible to furnish a certificate, issued by the competent authority or person to the effect that the arms for which the particulars have been submitted are in perfect servicing condition, to the employer.
- 5.3 The Agency make ensure to get the licenses of all the arms being used in the Premises renewed by the competent authority before expiry of their validity and inform the employer immediately.

## **6. UNIFORM**

- 6.1 The Contractor has to provide a distinct uniform to its security personnel different from the employees of employer.
- 6.2 The uniform shall be kept in neat, tidy and wearable condition. Proper shoes, Cap and name plate will be the integral part of uniform.
- 6.3 The Contractor/agency ensure that the security personnel employed by them always wear proper uniform as prescribed by the Contractor and shall ensure that the guards are smartly turned out at all times.
- 6.4 All the personnel engaged by the agency shall be provided with photo identity cards.
- 6.5 The employees should be supplied with adequate number (at least two sets) proper uniforms/kit with logo of the company inscribed on it, by the agency at its cost. The security personnel should use these uniforms in clean condition and properly pressed.

## **7. COMMENCEMENT & COMPLETION OF SERVICE**

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

## **8. QUALITY OF SERVICE**

- 8.1 It will be the responsibility of the contractor to maintain the high standard of security services at the Academy premises.
- 8.2 In case of mishap within the premises of the employer, the same will be reported to the officer in charge, appointed by the employer, who will deal with all security matters. In case, the matter is required to be reported to the Police, the same shall be done by the employer or in exceptional cases by the Contractor on the instruction of the employer.
- 8.3 The employer may carry out regular checks regarding specific number of Security Guards provided at any specific place of duties and the availability of guns and ammunition with the Gunman. If there is any breach in the aforesaid, the employer shall impose a penalty by not paying for the services of that number of Security Guards not found on duty and for that number of Gunman whose guns are found to be non-operational, as per penalty clause-12 of Section-V.

## **9. TERMS OF PAYMENTS**

- 9.1 No mobilization advance and secured advance will be paid.
- 9.2 Monthly bill should be prepared and submitted by the agency in three copies along with the attendant sheet duly verified by officer in charge and payment will be released within 15 days from receipt of complete bill.
- 9.3 The Agency shall maintain proper account of payments including statutory benefit being given to the security personal engaged in the Academy. Agency should also submit the proof of payments and statutory benefits being given to the security personals of previous month along with running monthly bill.
- 9.4 That the Contractor shall deposit service tax and EPF / ESIC contribution and submit the photocopies of the challan/ returns of previous month along with running monthly bill.

## **10. WATER & ELECTRICITY**

- 10.1 The Academy will provide the agency the following facilities free of cost for the execution of work;  
(a) Water (b) Electricity
- 10.2 The agency should keep the usage of the water and electricity to a reasonable level. If it is found that water and electricity are not used properly and involves wastage, the Academy reserves the right/option to levy penalty on the agency up to Rs. 1000/- for each incident.

## **11. SAFETY MEASURE**

- 11.1 The Agency shall abide the safety measures to perform the security services as per labour laws and norm prescribed by the concern authority.

## **12. PENALTY**

- 12.1 The Academy reserves the right to impose penalty (to be decided by the NJA authorities) on the Contractor for any serious lapse in maintaining the quality of the services wilfully or otherwise by the Contractor or his staff.
- 12.2 If the Academy is not satisfied with the quality of services provided or behaviour of the contractor or his/her employees, the Contractor will be served with 24 hour notice to improve or rectify the defect(s),

failing which the NJA will be at liberty to take appropriate necessary steps as deemed fit in addition to penalty as specified under clause 'Penalty'.

- 12.3 The employer shall release the payment to the agency only for providing services of ex-servicemen personnel including Para-military and armed forces personnel. If there is any breach of this condition, the employer shall, without prejudice to its other remedies under the contract, impose/deduct penalty of Rs. 1000/- per day per personnel from its monthly bill, up to a maximum deduction of 10% (ten percent) of the contract price.
- 12.4 The Employer shall have authority to disallow and deduct the salary of three days, as penalty /punishment, of any security personnel, on duty or otherwise, found under the influence of any drug or intoxicants or found guilty of conduct unbecoming of a security personnel or found attempt to claim false attendance and shall take such other action as may be required under the circumstances.
- 12.5 In case of deployment of security personnel beyond 60 years, the employer shall, without prejudice to other reminder under the contract, deduct from the monthly bill a sum equivalent to Rs. 200/- per person per day as penalty.
- 12.6 If the Agency fails to deploy; less than 80% of minimum number of security personnel to be deployed in a month, as specified in Schedule of Requirement: Section-VI, the employer shall, without prejudice to its other remedies under the contract, deduct from the monthly bill, as liquidated damages/penalty, a sum equivalent of Rs. 200/- per person per day for total deficit number of personnel subject to maximum deduction of 10% of the contract price. Duty carried out by security personnel in spread over shift/over time will not be considered for the purpose of 80%. (e.g. if actual deployment of Security personnel is 75% of requirement & the short fall is met by spread over/overtime; then penalty @Rs.200/- per head upto actual no. of shortfall of Security personnel (i.e. 25%) will be imposed.  
For Computation of minimum number of Security personnel, the Security personal deployed to meet shortfall by way of spread over overtime etc will not be taken in to account (e.g. Total manpower required in a calendar month of 30 days = 1710, deployment of Security personnel including Overtime/spread over 1560. Actual deployment excluding Overtime/spread over 1335. As the actual deployment is less than 80% of the current month, a penalty of Rs. 75000/- (375xRs.200) will attract, though the total deployment including Overtime/spread over exceeds 90% in the particular month).
- 12.7 If the contractor fails to credit salary of its employees on time, as specified under clause 58 of Section III, a penalty of Rs. 50/- per person per day shall be imposed till the salary is credited.
- 12.8 If the contractor fails to provide proper Uniform sets, ID Cards, Name batch, shoes etc. to their employees, a penalty of Rs. 200/- per person shall be imposed on each case.



# NATIONAL JUDICIAL ACADEMY

P.O. Suraj Nagar, Bhadbhada Road, Bhopal, 462044 (MP)  
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## Section-VI Area of Scope & Schedule of Requirement

### INDEX

Clause	Description	Page No.
1	<i>Area of Scope</i>	55
2	<i>Schedule of Requirement</i>	55





## **Section-VI : Area of Scope & Schedule of Requirement**

1. **Area of Scope:** The National Judicial Academy requires to appoint a agency, herein after called “Contractor” for providing and execution of security services in the Academy premises. The National Judicial Academy is situated in a hillock spread over an area of 62 acres of land. It include various establishment and buildings detailed as under:
  - i. VIP Judge’s Guest house 1- having 4 levels building with 144 rooms having three star facilities, surrounded with beautiful gardens, lawn, and landscape and terrace garden.
  - ii. VIP Judge's Guest House 2 - having 2 levels with 12 suits, having 5- star facilities surrounded with beautiful gardens, lawn, and landscape.
  - iii. Recreation Centre, Swimming Pool and Tennis Court surrounded with beautiful gardens, lawn, and landscape.
  - iv. Academic & Management Building - having four wings i.e. Management Block, Library Block , Training Centre & Executive Dinning surrounded with beautiful gardens, lawn, and landscape. .
  - v. Auditorium with 281-seat capacity, surrounded with beautiful gardens, lawn, and landscape.
  - vi. Residential Complex, Director’s & Hon’ble Chief Justice India Guest House at NJA premises. and Shopping Complex .
  - vii. Jetty Pump house at Bhadbhada spillway.
  - viii. Water filtration plant and Electro-mechanical pumping station with necessary underground tank etc.
  - ix. 33 KV substation.
  - x. HVAC plant
  - xi. Fire Fighting system and other Establishment

### 2. **Schedule of Requirement :**

- 2.1 The Security Agency will deploy the minimum security personal at designated post to execute the security services in effective manner as per the following arrangement at National Judicial Academy, P.O. Suraj Nagar, Bhadbhada Road, Bhopal, 462044 (MP).

No.	Description	1 <sup>st</sup> Shift	2 <sup>nd</sup> Shift	3 <sup>rd</sup> Shift	Total
1.	Assistant Security Officer	1 in General Shift, overall in charge of security services rendered in the premises.			1
2.	Security Supervisor	01 no	01 no	01 no	3
3.	Armed Security Guard (Gunman)	02 no	02 no	02 no	6
4.	Security Guard	20 no	20 no	20 no	60
Grand Total					70

- 2.2 The requirement of Security personnel shown is actual deployment, in each shift per day. Therefore agency should take in to account the extra manpower requirement (e.g. rest giver, leave reserve etc.).
- 2.3 The Security Agency will ensure deployment as per schedule of requirement of security personnel without adopting deployment of staff on spread over/over time duty. The 20% deployment of security personnel in spread over duty is permissible in exceptional circumstances. The deployment of Security Persons in spread over duty beyond 20% will be subject to NJAs approval and attract penalty as stipulated in the penalty clause.
- 2.4 Security Guard and Gunman upto 60 years of age or below with good physique and medical fitness should only be permitted for deployment.
- 2.5 The Security agency will submit a report on the physical fitness of their personnel along with the monthly Bill. The medical examination of security personnel for their physical and medical fitness is mandatory on joining and after 1<sup>st</sup> year.
- 2.6 Police verification certificate in favour of the security personnel should have also be submitted before deployment of staff.



## NATIONAL JUDICIAL ACADEMY

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# FINANCIAL BID

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

for

Category – 02 : Security Services

**Providing and Facilitating Security Services in the  
Academy premises.**





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

(First year of Contract)

Bid No. : NJA/Adm/Services-02/2018/01/

Date : 08/02/2018

#### **Category – 02 : Security SERVICES**

**Providing and Facilitating Security Services in the Academy premises.**

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

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

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

**Description of work :** Providing and Facilitating Security Services in the Academy premises as defined in Section-V : Specification of Services & Special Condition of Contract and Section-VI : Area of Scope and Schedule of Requirement using necessary equipments and man power. The work include vigilant security services and safety and security of property of the Academy including fire fighting. The work included the complete cost of equipments, supervision charges and special conditions of contract of bid documents.

Item no	Description	Daily requirement of staff	Rate	
			In Figure	In Words
1.01	Assistant Security Officer	01	Net amount (after deduction of EPF & ESI) paid to ASO will be reimbursed by the Academy on production of payment evidence.	
1.02	Security Supervisor	03	Net amount (after deduction of EPF & ESI) paid to Security Supervisors will be reimbursed by the Academy on production of payment evidence.	
1.03	Gunman / Armed Guard	06	Net amount (after deduction of EPF & ESI) paid to Gunman / Armed Guard will be reimbursed by the Academy on production of payment evidence.	
1.04	Security Guard	60	Net amount (after deduction of EPF & ESI) paid to Security Guards will be reimbursed by the Academy on production of payment evidence.	
1.05	EPF (employer & employees share), EDLI contribution and administrative charges as per EPF act.		Will be reimbursed by the Academy on actual basis, on production of payment evidence.	
1.06	ESIC (employer & employees share) and administrative charges, as per ESIC act.		Will be reimbursed by the Academy on actual basis, on production of payment evidence.	
1.07	Bonus as per payment of bonus act		Will be reimbursed by the Academy on actual basis, on production of payment evidence.	
2	Total – Item 1.01 to 1.07			
3	% Service charges (as per clause 13 of section I) on item no. 2			
4	TOTAL (2+amount of item no. 3)			
5	% of Statutory charges viz. GST etc. on item no. 4		Will be reimbursed by the Academy on actual basis, on production of payment evidence, on the basis of rate applicable for security services	

**Note: - 1.** Where there is a discrepancy between the rate in figures and words, the rates in words will govern.

Date: \_\_\_\_\_

Signature of Authorized signatory  
Seal

Signature of Contractor



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

(Second year of Contract)

Bid No. : NJA/Adm/Services-02/2018/01/ Date : 08/02/2018

Category – 02 : Security SERVICES

**Providing and Facilitating Security Services in the Academy premises.**

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

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

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

**Description of work :** Providing and Facilitating Security Services in the Academy premises as defined in Section-V : Specification of Services & Special Condition of Contract and Section-VI : Area of Scope and Schedule of Requirement using necessary equipments and man power. The work include vigilant security services and safety and security of property of the Academy including fire fighting. The work included the complete cost of equipments, supervision charges and special conditions of contract of bid documents.

Item no	Description	Daily requirement of staff	Rate	
			In Figure	In Words
1.01	Assistant Security Officer	01	Net amount (after deduction of EPF & ESI) paid to ASO will be reimbursed by the Academy on production of payment evidence.	
1.02	Security Supervisor	03	Net amount (after deduction of EPF & ESI) paid to Security Supervisors will be reimbursed by the Academy on production of payment evidence.	
1.03	Gunman / Armed Guard	06	Net amount (after deduction of EPF & ESI) paid to Gunman / Armed Guard will be reimbursed by the Academy on production of payment evidence.	
1.04	Security Guard	60	Net amount (after deduction of EPF & ESI) paid to Security Guards will be reimbursed by the Academy on production of payment evidence.	
1.05	EPF (employer & employees share), EDLI contribution and administrative charges as per EPF act.		Will be reimbursed by the Academy on actual basis, on production of payment evidence.	
1.06	ESIC (employer & employees share) and administrative charges, as per ESIC act.		Will be reimbursed by the Academy on actual basis, on production of payment evidence.	
1.07	Bonus as per payment of bonus act		Will be reimbursed by the Academy on actual basis, on production of payment evidence.	
2	Total – Item 1.01 to 1.07			
3	% Service charges (as per clause 13 of section I) on item no. 2			
4	TOTAL (2+amount of item no. 3)			
5	% of Statutory charges viz. GST etc. on item no. 4		Will be reimbursed by the Academy on actual basis, on production of payment evidence, on the basis of rate applicable for security services	

**Note: -** 1. Where there is a discrepancy between the rate in figures and words, the rates in words will govern.

Date: \_\_\_\_\_

Signature of Authorized signatory  
Seal

Signature of Contractor



# NATIONAL JUDICIAL ACADEMY

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

## SECTION- VIII

### **FORMS OF SECURITIES**

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

**Annexure- A: Bid Security (Bank Guarantee)**

**Annexure- B: Performance Bank Guarantee**

**BID SECURITY (BANK GUARANTEE)**

WHEREAS, \_\_\_\_\_ [Name of Bidder] (hereinafter called “the Bidder”) has submitted his bid dated \_\_\_\_\_ [date] for **Providing and facilitating Security Services in the Academy Premises** [name of Contract] (hereinafter called “the Bid”).

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

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

THE CONDITIONS of this obligations are:

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

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

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

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

[Signature, name and address]

Note:

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

**PERFORMANCE BANK GUARANTEE**

To: \_\_\_\_\_ [name of Employer]  
 \_\_\_\_\_ [address of Employer]

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

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

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

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

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

Signature and seal of the guarantor \_\_\_\_\_  
 Name of Bank \_\_\_\_\_  
 Address \_\_\_\_\_  
 Date \_\_\_\_\_

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