

BID DOCUMENT

Category- 01 : Photocopy, Printing and Binding Services

Providing and Facilitating Photocopy, Printing and Binding services



NATIONAL JUDICIAL ACADEMY

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

Telephone (EPABX) – 0755-2432500



NATIONAL JUDICIAL ACADEMY

Category- 01: Photocopy, Printing and Binding Services

Providing and Facilitating Photocopy, Printing and Binding Services

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NATIONAL JUDICIAL ACADEMY

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

Tel- EPABX – 0755- 2432500

INVITATION FOR E-BID – 2nd Call

Bid No. : NJA/Admin/Services-01/2025/06/

Date: 03/10/2025

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

No.	Name of Service	Bid Security (Rs.)
1	Providing and Facilitating Photocopy, Printing and Binding services.	30,000/-

Bid document can be download from NJA website / CPP Portal. Bids must be submitted online on or **before 17:30 hours on 24/10/2025**. For Bid document and other details, please visit www.nja.gov.in or www.eprocure.gov.in.

Bids shall be submitted online only at CPPP website: <http://www.eprocure.gov.in/app>. Manual Bids shall not be accepted.

The Bids shall be opened on 27/10/2025 at 11:00 hours. The Employer has the right to reject any or all Bids without assigning any reason(s).

Director
National Judicial Academy



NATIONAL JUDICIAL ACADEMY

Technical Bid

DOMESTIC COMPETITIVE BIDDING

Bid No.: NJA/Admin/Services-01/2025/06/

Date: 03/10/2025

Name of Work	Providing and Facilitating Photocopy, Printing and Binding services
Bid Security	Rs. 30,000/-
Last Date and Time for receipt of Bids	Up to 17:30 hours on 24/10/2025
Date and Time of Opening of Bid	27/10/2025 at 11:00 hours
Place of Opening of Bid	National Judicial Academy, Bhopal
Officer Inviting Bid	Director, National Judicial Academy

Check List to be submitted along with Bid documents

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

	(c) Auditor's report for the past three years. *Note: Value of Photocopy Services should be shown separately.	
22.	Financial offer for two years separately quoted and submitted (Soft Copy)	Yes/No

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

Seal & Signature of Contractor

Note:-

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

PROFILE OF ORGANISATION

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

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

General Details	
1	Telephone No.(s) :
2	Mobile No.(s) :
3	Fax No. :
4	E -mail :
5	Website :
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)

1. Scope of Bid

- 1.1 The National Judicial Academy (referred to as Employer in these documents) invites e-bids for Providing and Facilitating Photocopy, Printing and Binding Service (as defined in these documents and referred to as “service/ services “or “the work / Services”) detailed in the table given in IFB on rate contract basis for a period of two years.
- 1.2 The successful bidder will be expected to provide the services during the specified contract period (or extended period on mutual consent) on annual contract basis 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, it may be extended further on mutual consent for agreed period.
- 1.4 The general contract data, character and the scope of the work is illustrated and defined by the Specifications and the Bill of Quantities here with attached and as shown in the Contract data.

2. Source of Funds

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

3. Eligible Bidders

- 3.1 The Invitation for E-Bids is open to all eligible Indian bidders meeting the eligibility criteria as defined in clause-3.4 and 4.3 of this section.
- 3.2 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.
- 3.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause-31.
- 3.4 To qualify for award of the contract;
 - (a) Agency should have a minimum experience of 3 years in executing the similar type of services (Photocopy, printing and binding service).
 - Or
 - The agency should be a manufacturer or authorised channel partner of reputed manufacturer of digital photocopier with minimum 3 years experience in executing similar types of services.
 - (b) The average annual turnover of Bidder must have been at least Rs. 2.00 lakh in preceding three financial years.
 - (c) The agency should have at least three digital photocopier machines.
 - (d) Possess an establishment/shop within the limit of Bhopal city having minimum 3 digital photocopier machines to carry on the business of photocopy and binding service.

4. Qualification of Bidder:

- 4.1 All bidders shall provide in Section – II qualification information in prescribed format regarding average annual turnover (AATO), experience in similar work (Photocopy, printing and binding), details of key personnel, office / training establishment and equipments and a preliminary description of the proposed work method and schedule including drawing and charts, as necessary.
- 4.2 All bidders shall include the following information and documents with their bids in Section-II whichever is applicable to carry out the proposed work.
 - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total monetary value of their works performed for each of the last three years;

- (c) experience in Services of a similar nature and size for each of the last three years, and details of Services under way or contractually committed; and Employers who may be contacted for further information on those contracts;
- (d) major items of equipment for the photocopy work etc. proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;
- (g) evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources)
- (h) authority to seek references from the Bidder's bankers;
- (i) Photocopy of Permanent Account Number (PAN)
- (j) Photocopy of registration of Goods & Service Tax.
- (k) Shop & Establishment Registration.
- (l) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;

4.3 Eligibility Criteria

- (a) Details like monetary value, list of clientele, proof of satisfactory completion should be submitted for establishing eligibility.
 - (b) Documentary evidence of adequate financial standing.
 - (c) The agency should be capable of giving high quality and efficient services.
 - (d) The Agency should be registered with appropriate govt. body.
 - (e) The average turnover for last three years is to be duly supported by turnover certificate by CA and Income Tax Return. The list of Clientele with minimum volume of work of Rs. 2.00 lakh and above per annum be also submitted.
- 4.4 To qualify for the contracts for which bid is invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the qualifying criteria for the individual contracts.
- 4.5 Sub-contractors experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.
- 4.6 The bidder should, however, undertake their own studies and furnish with their bid a detailed methodology supported with equipment & manpower planning and its deployment duly supported with broad calculations and quality control procedure proposed to be adopted, justifying their capability of providing such services over the contract period.
- 4.7 The average turnover for last three years is to be submitted in form Tech-3 duly supported by a turnover certificate by CA.
- 4.8 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.
- 4.9 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 Category. A bidder who submit or participate in more than one bid in single category will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

- 6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the 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.

8. Content of Bidding Documents

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

9. Clarification of the Bidding Documents

- 9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing. The Employer will respond to any request for clarification that he received earlier than 7 days prior to the dead line for submission of bids.

10. Amendment of Bidding Documents

- 10.1 Before the deadline for submission of the bids, the Employer may modify the bidding documents by using addenda.
- 10.2 Any addendum thus issued shall be part of the Bid document.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend, if necessary, the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

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 document as downloaded, duly filled in and signed on all pages and at different places as required of the bid documents, comprising of all information relating to AATO, experience, personnel and equipment's and methodology. (Scan Copy)
 - ii. Proof of submission of Bid security. (Scan Copy)
 - iii. All other document listed in Section-I except the priced Bill of Quantities. i.e. except Section-VI (Scan Copy)
 - b) **Financial Bid** – Comprising of priced Bill of Quantities i.e. Section-VI. (Soft Copy)
- 12.2 **The Bid Security** (payment made by electronic mode, need not furnish any cover) **should be delivered in the Academy in hard copy before due date & time for submission of Bid.**

13. Bid Prices

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

14. Bid Validity

- 14.1 The Bid shall remain valid for the period not less than 180 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 225 days beyond the last date of bid submission. The Bid Security shall be in favour of "National Judicial Academy" may be in one of the following form:
 - a) Bank Guaranty issued by a Commercial Bank and acceptable to the Employer in the Form given in Section- VII or another acceptable to the Employer.
 - b) FDR from any Commercial Bank in favour of National Judicial Academy in an acceptable form to the employer (FDR in joint form is not acceptable).
 - c) A/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-26.
 - iii. The successful bidder fails within the specified time limit to;
 - a) Sign the Agreement.
 - b) Furnish the required Performance Security.

16. Currencies of Bid and Payment

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

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

18.1 The Bidder shall submit scan copy of the signed bid as described in Clause 12 of the Instructions to Bidders.

18.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.2(a). 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.

19. Sealing and Marking of Bids

19.1 Bid should be submitted online however documents as per clause 12.2 shall be submitted in a sealed envelope

The envelopes shall be addressed to:

The Registrar (Administration),

National Judicial Academy

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

And bear the following Identification

- i. Bid For: Providing & Facilitating Photocopy, Printing and Binding Services.
- ii. Bid Reference No- NJA/Admin/Services-01/2025/06/ dated – 03/10/2025
- iii. Do not open before ----- (Date & time for Bid Opening)
- iv. Name & Address of the Bidder -----

19.2 **The above said envelope should be delivered to the Academy, before due date & time for submission of Bid, failing which, the bid shall be rejected.**

20. Deadline for Submission of the Bids

20.1 Bid must be submitted online not later than the date & time specified in IFB. As well as a sealed envelope as specified under clause 19 must receive by the Employer at the address specified above **not later than the date & time in IFB.**

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

21. Late Bids

21.1 Any bid received by the Academy on CPP portal and documents as prescribed in clause 12 in 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 as procedure fixed or arranged in the portal.

22.2 Withdrawal or modification of a Bid between the deadline for submission of bids and expiration the period of bid validity may result in the forfeiture of the Bid security pursuant to Clause-15.

23. Bid Opening

23.1 On or after the due date and the appointed time the Employer shall first open Technical Bid received.

23.2 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.

23.3 Upon evaluation of technical bid as per the criterion described in Section–I, the financial bids of only such Bidders shall be fit to be opened who meet the minimum technical requirement.

- 23.4 All financial bids which are to be opened after technical evaluation as per clause-25 shall be opened at later date about which will be displayed in the portal.
- 23.5 All valid Financial Bids shall be opened on or after the notified date and time after declaring the result of Technical Bid.
- 23.6 The Employer shall prepare minutes of the Bid opening, including the information disclosed in accordance with sub Clause-23.1 to 23.5 and the minutes shall form part of the contract.

24. Clarification of Bids

- 24.1 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, 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-26.
- 24.2 If the employer is of the view that any rate quoted, on any part therefore, is too low for the bidder to be able to reasonably meet required standards of service, the employer may ask the bidder to justify how the services will be provided at the quoted price while maintaining required standards of service.

25. Examination of Bids and Determination of Responsiveness

- 25.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid;-
 - (a) Meets the eligibility criteria and qualification defined in Clause-3 & 4 of section-1 of bid document.
 - (b) Has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall interalia include a provision to bind the Bidder to settlement of disputes clause;
 - (c) Is accompanied by the required Bid security and;
 - (d) Is responsive to the requirements of the Bidding documents.
- 25.2 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.
- 25.3 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.

26. Correction of Errors

- 26.1 Correction of Errors as fixed or arranged in the portal.
- 26.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Clause-15.6.

27. Evaluation and Comparison of Bids

- 27.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause-25.
- 27.2 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-26.
- 27.3 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.
- 27.4 If the Bid of successful bidder is seriously unbalanced in relation to the estimated amount to be performed under the contract, the Employer may require the Bidder to produce detailed price

analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation methods and schedule proposed.

28. Award Criteria

- 28.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding Documents and who has offered the lowest evaluated Bid price for the complete work as mentioned in scope of work and bill of quantity for two year period (contract value of 1st year & 2nd year together will be considered for evaluation purpose), provided that such Bidder has been determined to be eligible/ qualified in accordance with the provisions of this document.
- 28.2 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.
- 28.3 Other Bidders whose bids are ranked below the best evaluated bid may be empanelled at the discretion of employer. Purpose of such empanelment is that, in case of failure of the best evaluated bidder to provide services as per the terms and conditions of the contract, then looking to the nature of the job, his contract may be terminated on short notice and other empanelled bidders after negotiations in order of second best evaluated bid and subsequent, may be asked to provide services at mutually agreed rates.

28.4 Purchase Preference Policies of the Government

Unless otherwise stipulated in bid document, the Employer reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives, if bidder specifically requested for purchase preference:

- 1) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017” (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
- 2) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- 3) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or
- 4) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in this bid document.

29. Notification of Award and Signing of Agreement.

- 29.1. 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 fax, mail or facsimile confirmed by registered letter.
This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Services by the Contractor as prescribed in the Contract (hereinafter and in the Contract called the “Contract Price”).
- 29.2. 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-30.
- 29.3. The Agreement will incorporate all correspondence between the Employer and the successful bidder with the Letter of Acceptance. Within 28 days of receipt of letter of acceptance the successful bidder will sign the Agreement with the employer.
- 29.4. 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.

30. Performance Security

- 30.1. Within, 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the contract price (first year contract value).
 - Bank Guaranty in the prescribed format issued by a Commercial Bank (Annexure-B) or another acceptable to the Employer. or

- 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). or
 - 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. or
 - 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.
- 30.2. Failure of the successful Bidder to comply with the requirements of Sub Clause-30.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security and the agency shall be blacklisted and debarred for future bidding process of the Academy.
- 30.3. The validity of such performance security shall be valid until a date of 60 days from day of completion time of contract including warranty/defect liability, if any.
- 30.4. The successful bidder shall have the option to adjust the amount of bid security against performance security.
- 30.5. Performance security will be released after satisfactory completion of defect liability 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.

31. Corrupt or Fraudulent Practices

- 31.1. The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:
- (a). Defines, for the purpose of these provisions, the terms set forth below as follows:
 - i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive 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 in eligible, 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.



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Section-II

Forms of bid & Letter of Acceptance

Format for Eligibility Declarations

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Bid Document No. Bid No.: NJA/Admin/Services-01/2025/06/ Date: 03/10/2025

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the bidder)

We hereby confirm that we comply with all the stipulations of clause 3 and clause 4 of section I and declare as under and shall provide evidence of our continued eligibility to the Employer as may be requested:

1) **Legal Entity of Bidder:** _____

2) **Bidder/ Agent Status:** _____

3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):

(a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;

(b) (Including our Contractors/ subcontractors for any part of the contract):

i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by any of the govt. /semi govt. organization or its Ministry/ Department from participation in its Tender Processes; and/ or

ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.

(c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Employer, as counter-indicated, in the Tender Document.

(d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.

(e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

4) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

a) *We are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). And;*

b) *We shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

5) **MSME Status:**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:

b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.

- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):
- 6) **Start-up Status**
We confirm that we are/ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.
- 7) **Make in India Status:**
Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:
- A Self-Certification for the category of suppliers:**
(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:
- | | |
|-------------------------------|--|
| Local Content and %age | |
| Location(s) of value addition | |
- Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):
- ☐ Class-I Local Supplier/
☐ Class-II Local Supplier/
☐ Non-Local Supplier.
- B) We also declare that.**
- ☐ There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Services, or
☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis this order for the offered Services.
- 8) **Penalties for false or misleading declarations:**
We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
[Name & address of Bidder and seal of company]

**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,

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

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

Sir,

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

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

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

Encl:

Date of submission:

Signature of Applicant

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

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

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

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

Sir

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

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

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

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

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

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

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

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

We attached herewith our valid income tax clearance certificate.

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

Particular	Year	Value (Rs. lakh)
Total value of work (Only Photocopy, Printing & Binding Services) implementation/performed in the last three years	2022-23	
	2023-24	
	2024-25	

5. Financial Capabilities:

Last three years audited statement of Accounts by C.A. from FY 2022-23 giving following details:

(Amount in Lakh)

Year	2022-23	2023-24	2024-25	Average
Annual Turnover				
Net Profit				

Cash and bank balance including (FDR) as at 31.03.2025. Confirmation certificate from Bank is required to be produced.	
Fixed Assets/Investments as at 31.03.2025	
Capital Accounts Balance as at 31.03.2025	

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 lakh	
	Rs. 10 lakh– 20 lakh	
	Rs. 20 lakh & above	
(b) Please enclose copies of Income tax return acknowledgement copy commencing from 2023-24.		

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

Information Regarding Experience in Similar Works

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

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

Date:____/____/20__

Place:_____

Signature of Authorized Signatory

Seal

FORMAT FOR PERFORMANCE CERTIFICATION

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

1. Name & Address of Employer

2. Name of the contract and location

3. Agreement no.

(a) Scope of Contract :

(b) Contract Cost :

(c) Date of commencement :

(d) Period :

(e) Amount of compensation levied, if any :

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

Date : ____/____/20__

Place : _____

Signature of Authorized Signatory

Seal

[illegible]

Date : ____/____/20____

Place : _____

Signature of Authorized Signatory

Seal

[illegible]

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-30 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

AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

On behalf of Employer

On behalf of Contractor

In presence of

In presence of

(1)

(1)

(2)

(2)



NATIONAL JUDICIAL ACADEMY

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

SECTION-III

GENERAL CONDITIONS OF CONTRACT (GCC)



SECTION-III: GENERAL CONDITIONS OF THE CONTRACT

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SECTION-III: GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

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

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

The **Completion Date** is the date of completion of the Services as certified by the Employer or his nominee in accordance with Sub Clause 45.1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Interpretation

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

3. Language and Law

- 3.1 The language of the Contract shall be English and the law governing the Contract shall be Union and State Laws applicable at the site of works.

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 may jointly user take contract/ contracts. Each entity would be jointly responsible for completing the task as per the contract.

8. Subcontracting

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

Other Contractor

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

9. Personnel

- 9.1 The Contractor shall employ/nominate 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 two 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. ionozing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - iv. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and
 - v. riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Services;
 - vi. floods, tornadoes, earthquakes and landslides
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Services, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Services, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
 - i. could not have reasonably foreseen, or
 - ii. could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (A) A prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (B) Insure against.

12. Contractor's Risks

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

13. Insurance

- 13.1 All the employee of the contractor shall have to cover under ESIC scheme and / or Workman Compensation Act. In case where ESIC scheme does not exist, the contractor has to take up equivalent insurance cover from insurance company under Workman Compensation Act. The contractor shall provide such insurance cover for complete contract period for the following event which are due to the Contractor's risk:
- a. Loss of or damage to Equipment used for the services; and
 - b. Personal injury or death.

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 as amended from time to time.

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.

24. Program

- 24.1 During the currency of Annual service contract the contractor shall submit to the employer or his nominee for approval an updated Program showing 'the general methods, arrangements, order, and timing for all the activities in the works at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Employer or his nominee may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 24.2 The Employer or his nominee's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer or his nominee again at any time. A revised Program is to show the effect of Variations and Compensation Events.

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 (or extended period on mutual consent, if any) on Annual Contract Basis as described in the contract data.

26. Delays Ordered by the Employer or his nominee

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

27. Management Meetings

- 27.1 Either the Employer or his nominee or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 27.2 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.

28. Early Warning

- 28.1 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.
- 28.2 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.

29. Identify Defects

- 29.1 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.

30. Tests

- 30.1 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.

31. Correction of Defects

- 31.1 The Employer or his nominee shall give notice to the Contractor for any Defects / deficiency in writing or verbal.
- 31.2 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.

32. Uncorrected Defects.

- 32.1 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.

33. Bill of Quantities

- 33.1 The Bill of Quantities shall contain items to be carried out for Photocopy, Printing and binding services by the Contractor.
- 33.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 33.3 If requested by the Employer or his nominee where the quoted rate (s) of any item(s) is abnormally high, the Contractor shall provide the Employer or his nominee with a detailed cost breakdown of such rate in the Bill of Quantities.

33.3 Escalation

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

34. Changes in the Quantities

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

35. Variations

- 35.1 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.
- 35.2 The contract will be purely on rate contract basis and there will not be any guarantee of minimum/maximum volume of work.
- 35.3 In case of service providing contracts the duration of the services may be extended on mutual agreement.
- 35.4 All variations shall be included in updated programs produced by the contractor.

36. Payments for Variations

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

37. Payment Certificates

- 37.1 The Contractor shall submit to the Employer or his nominee monthly Bill/programme wise bill of the services completed less the cumulative amount certified previously.
- 37.2 The Employer or his nominee shall check the Contractor's bill within 15 days and certify the amount to be paid to the Contractor after taking into account any credit or debit in question.
- 37.3 The value of services executed shall be determined by the Employer or his nominee.
- 37.4 The value of services executed shall comprise the value of the quantities of the items in the Bill of quantities completed.
- 37.5 The value of work executed shall include the valuation of variations and Compensation Events.

38. Payments

- 38.1 Bills shall be prepared and submitted by the Contractor. Joint measurements / records of services shall be taken continuously and need not be connected with billing stage.
- 38.2 Items of the Services / Works 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.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be exclusive of the G.S.T. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. For this purpose, the tax component of the total quoted price may be specified separately by the Contractor in the bills as per applicable laws.

39.2 Payment of GST under the contract:

- (a) The payment of GST and GST cess to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery of Services shall be shown being made in the name, location/ state, and GSTIN of the beneficiary of the Services only, the location of the procurement office of the Employer has no bearing on the invoicing.
- (b) While claiming reimbursement of duties, taxes etc. (like GST) from the Employer, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the contractor) shall refund to the Employer, the Employer's share out of such refund received by the contractor. The contractor shall also refund the appropriate amount to the Employer immediately after receiving the same from the concerned authorities.
- (c) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess delivery of Services or revision in prices or any other reason under the contract shall be submitted to the Employer in compliance with GST provisions.
- (d) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the provision of Services is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:
 - i) The Employer shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.
 - ii) However, the Employer shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law.
 - iii) Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.
 - iv) In case of profiteering by the contractor relating to GST tax, the contractor shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.
- (e) The contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.
- (f) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due.

40. Currencies

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

41. Price Adjustment.

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

41.2 Subsequent Legislation

If, after the date 28 (Twenty eight) prior to the date for submission of bid for the contract there occur changes to any National or Statute 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.

42. Liquidated Damage

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

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

42.3 Penalty

42.3.1 The Academy reserves the right to impose penalty (to be decided by the NJA authorities) on the Contractor for any serious lapse in maintaining the quality of the services wilfully or otherwise by the Contractor or his staff.

42.3.2 If the Academy is not satisfied with the quality of services provided or behavior of the contractor or his/her employees, the Contractor will be served with 24 hour notice to improve or rectify the defect(s), failing which the NJA will be at liberty to take appropriate necessary steps as deemed fit in addition to penalty as specified under clause ‘Penalty’.

42.3.3 The employer shall release the payment to the agency only for providing services of photocopy, printing and binding etc. If there is any breach of this condition, the employer shall, without prejudice to its other remedies under the contract, impose / deduct penalty upto Rs. 1000/- per incidence/per day of failure to complete the work as required by the employer from its monthly bill, up to a maximum deduction of 10% (ten percent) of the contract price.

43. Advance payment

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

44. Cost of Repairs

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

45. Completion

45.1 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’.

46. Taking Over

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

47. Final Account

47.1 The Contractor shall apply to the Employer or his nominee a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects liability Period. The Employer or his nominee shall issue a Defects liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction. If the Final Account is still unsatisfactory after it has been resubmitted the Employer or his nominee shall decide on the amount payable to the Contractor and issue a payment certificate, within 60 days of receiving the contractor’s revised account.

48. Termination

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

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

- (a) the Contractor stops work for 7 days when no stoppage of services is instructed and the stoppage has not been authorized by the Employer or his nominee
- (b) the Employer or the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- (c) the Employer or his nominee gives Notice that failure to correct a particular Defect 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.
- (d) the Contractor does not maintain a security which is required.
- (e) 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 42 of Section 3.
- (f) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

48.3 When either party to the Contract gives notice of a breach of contract to the Employer or his nominee for a cause other than those listed under Sub Clause 48.2 above, the Employer or his nominee shall decide whether the breach is fundamental or not.

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

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

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

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

49. Payment upon Termination.

49.1 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.

49.2 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.

50. Property

50.1 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.

51. Performance of services in accordance with the Specification

51.1 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.

52. LABOUR

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

53. Labour Codes and Related Obligations:-

53.1 Independent Contractor

The contractor's status shall be that of an independent contractor and Primary Employer of staff deployed during the contract by him or his sub-contractors or other associates. The contractor, its employees, agents, and subcontractors performing under this Contract are not employees or agents of the Employer, simply by Services delivered under this Contract.

53.2 Obligations of the contractor under Labour Codes and Rules

- 1) In cases where Services are to be performed by the contractor at the premises of the Employer or Beneficiary of Services, the contractor shall comply with the provisions of the Labour Codes including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify the Employer from and against any claims under the aforesaid Labour codes and the Rules.
- 2) The contractor shall obtain a valid licence under the aforesaid Labour codes and the Rules as modified from time to time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Employer shall treat it as a breach of contract for default as per the contract and avail any or all remedies thereunder.
- 3) In respect of all labour directly or indirectly employed in the contract for the performance of the contractor's part of the contract, the contractor shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the contractor shall submit monthly returns to the Employer to confirm compliance with such Codes and rules. Failure to do so shall entitle Employer to take any measure to ensure compliance to such codes and rules by the contractor and his associates, including, but not limited to, withholding contractor's on-account bills.
- 4) The contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The contractor shall, notwithstanding the contract's provisions to the contrary, cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by his Sub-Contractors in connection with the said contract as if he had immediately employed the labour. The Employer shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. The contractor shall be required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each worker. Failure to do so shall entail Employer taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on-account bills.
- 5) In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, the Employer is obliged to pay any amount of wages to a workman employed by the contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Employer due to the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules the Employer shall

recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Employer under the aforesaid Labour codes and the Rules, the Employer shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Employer to the contractor whether under the contract or otherwise. The Employer shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the contractor's written request, and upon giving the Employer complete security for all costs, for which the Employer might become liable in contesting such claim. The decision of the Employer regarding the amount recoverable from the contractor as stated above shall be final and binding on the contractor.

53.3 Occupational Safety, Health, Working Conditions, Social Security, and Industrial Relations Requirements:

As per Labour Codes, which included Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020 and rules thereunder, the following provisions shall be ensured by the contractor:

1) Provisions for Workers:

- a) At his own expense, the contractor shall make adequate arrangements for the housing, supply of drinking water, and provision of clean sanitation, including urinals, etc., for his staff and workers, directly or through the petty contractors or sub-contractors.
- b) The contractor shall also provide a temporary creche (Bal-mandir) where 50 or more workers are employed at a time.
- c) Suitable sites on Employer's land, if available, but without any obligation to do so, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that the Employer may prescribe.
- d) All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.
- 2) During the execution of services, unless otherwise stipulated in the contract, the contractor shall at his own cost provide the following materials as is necessary for:
 - a) The safety, hygiene, satisfaction, elegance, acceptance, proper handling of assets and shall ensure that no damage, injury, or loss is caused or likely to be caused to any person or assets or hindrance to other works/ services.
 - b) Environmental requirements to conserve energy, water, wood, paper, and other resources, reduce waste, phase out the use of ozone-depleting substances, and minimise the release of greenhouse gases, volatile organic compounds, and other substances damaging health and the environment.
- 3) **Medical Facilities:** the contractor shall provide medical facilities at the site as prescribed by the Employer. Such facilities shall include a First-Aid facility manned with staff trained in first aid as per labour codes or the Employer's directions.

4) Medical Certificate of Fitness for Labour:

The contractor shall not employ a person below 18 years of age. For delivery of Services under the contract, unless a medical certificate of fitness in the prescribed form under labour codes (or as directed by the Employer) is granted to each worker by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with his, while at work, a token giving a reference to such certificate.

- a) **Period of Validity of Medical Fitness Certificate:** A certificate of fitness granted or renewed for the above-said purposes shall be valid only for one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if, in his opinion, the holder of it is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
- b) **Medical Re-Examination of Labour:** Where any official appointed on this behalf by the Ministry of Labour believes that any person employed in connection with the execution of any work under this Contract in the age group 18 to 65 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the contractor, or the person nominated by him in this regard, a notice requiring that a certifying surgeon and such person shall examine such persons shall not if the concerned official so directs, be employed or permitted to do any work under this Contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

53.4 Mandatory Compliance of Government Welfare Schemes:

The contractor must ensure and provide documentary evidence for the following and must submit documentary evidence to show the coverage of all his workers or labour under the following schemes at all times during the contract period on an annual basis:

- 1) All the contractor's workers or labour employed directly or indirectly must be enrolled under the Pradhan Mantri Jan Dhan Yojana (PMJDY), a scheme that aims to provide all the citizens of India a bank account, credit facility, insurance cover and debit card.
- 2) All the workers or labour employed directly or indirectly by the contractor between the ages 18-70 years must be enrolled under the Pradhan Mantri Suraksha Bima Yojana (PMSBY), an accident insurance scheme which shall be a one-year cover, renewable from year to year, offering accidental death and disability cover for death or disability on account of an accident. The contractor shall pay the premium per annum per member for all his workers during the contract period.
- 3) All the workers or labour employed directly or indirectly by the contractor between the ages 18-50 years must be enrolled under the Pradhan Mantri Jeevan Jyoti Bima Yojana, an insurance scheme which shall be a one-year cover, renewable from year to year, offering life insurance cover for death due to any reason. The contractor shall pay the premium per annum per member for all his workers during the contract period.

53.5 Contract Labour Records and Management System:

A comprehensive record needed for contract labour management and monitoring attendance (Identity Cards, Labour Records, Attendance, Time Sheets, Training Record, acknowledgements of labour Codes) for efficient performance and safeguarding workers' welfare must be maintained by the contractor. It shall be inspected during Site Inspections by the Employer. The contractor shall put this system in place unless otherwise stipulated in the Special Conditions of Contract. If so stipulated in Special Conditions of Contract*, a computerised Contract Labour Management system shall be mandatory.

* in labour intensive service contracts i.e., facility management and housekeeping etc.

53.6 The obligation of Contractor to ensure awareness of Labour Codes:

- 1) the contractor has to mandatorily provide a comprehensive day-long training carried out by a certified Third-Party agency for the awareness of Labour codes and the Rules, grievance redressal mechanism and other provisions applicable to his and his Sub-contractor's staff, workers, labour employed by him directly or indirectly in delivery of service to the Employer. The contractor must submit relevant documentary proof to Employer of having conducted such training to all workers.
- 2) The contractor must provide a comprehensive booklet (Employer approves that) containing all the relevant updated labour codes, rules, and other applicable provisions, to every worker at the outset of the contract in the local vernacular language.
- 3) Employer, without any commitments or being obliged to do, may its discretion, provide following facilities for Contractor's Contract Labour working on this Contract:
 - a) Helpline for complaints from labour regarding payment of wages, work site facilities, sexual harassment etc.
 - b) Provision for recording anonymous complaints from workers, citizens etc., regarding violation of Labour codes and the Rules by Contractor.



NATIONAL JUDICIAL ACADEMY

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Tel- EPABX – 0755- 2432500

SECTION-IV

CONTRACT DATA



SECTION-IV: CONTRACT DATA

Bid No.: NJA/Admin/Services-01/2025/06/

Date: 03/10/2025

No	Description	
1	Name of Employer	National Judicial Academy
2	Bid Security	Rs. 30,000/-
3	Last Date of submission of Bid	24/10/2025 at 17:30 hours
4	Start Date/Date of Commencement of Services	As per agreement
5	The Intended completion Date from start date	Two years from the actual date of Commencement.
6	The following documents also form part of the Contract (GCC 2.3)	1. Agreement 2. Letter of Acceptance and notice to proceed with Services 3. Contractor's Bid 4. Contract Data 5. General Conditions of Contract 6. Specifications of the Work & including Special Conditions of Contract 7. Area of Scope & Schedule of Requirement 8. Bill of quantities and 9. any other documents listed in the Contract Data as forming part of the Contract.
7	The language of the Contract documents (GCC 3)	English
8	The law, which applies to the Contract	Union of India
9	The currency of the Contract (GCC 40)	Indian Rupees
10	The liquidated damages for the whole of the Services (GCC 42)	As per Clause 42 of Section-III
11	Mobilization Advance (GCC 43)	No advance payment is applicable
12	Performance Security (Clause 30 of Section-I)	5% of contract price (first year contract value)



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SECTION- V : **SPECIFICATIONS OF WORK, SCOPE OF WORKS & SPECIAL CONDITIONS OF CONTRACT**

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5	Special Conditions of Contract	49
6	Schedule of Requirement	50



SECTION-V: SPECIFICATIONS OF WORK, SCOPE OF WORKS & SPECIAL CONDITIONS OF CONTRACT

1. AREA OF SCOPE

- 1.1 The National Judicial Academy requires to appoint a Photocopy, printing and binding service agency, herein after called “Agency / Contractor “
- 1.2 The Agency has to make their own arrangement for collection of material for photocopy from Academy (from programme coordinators or the person authorised to hand over the material). The photocopy shall be done on the supreme quality of paper JK red or equivalent having 75 GSM without mark or shade.
- 1.3 Printing of cover page and the last page for the material as per sample
- 1.4 Perfect Binding of the photocopy material or spiral binding of the material, as instructed, with best quality of material of binding as per sample.
- 1.5 Handing over back the material complete in all respect as per the requirement of the Academy at fixed schedule at own cost of contractor.
- 1.6 The time factor of handing over the material back to the Academy is very important as these ready materials is to be despatched to various High Courts well in advance of the programme to be held at Academy.
- 1.7 The contractor should deploy in Academy minimum one number new digital photocopier with latest technology machine with zoom in and out facility of reputed manufacturer.
- 1.8 The agency should make necessary arrangements, from its own source or other sources to make any size of photocopies as per the Academy requirement within the stipulated time.
- 1.9 Printing of Cover Paper on glossy / simple paper of high quality as per sample.
- 1.10 The photocopy work is required to be done on the latest technology photocopier machine having digital counter.

2. COMMENCEMENT & COMPLETION OF SERVICE

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

3. QUALITY OF SERVICE

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

4. TERMS OF PAYMENTS

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

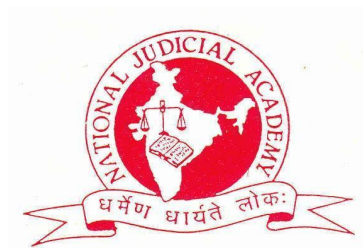
5. SPECIAL CONDITIONS OF CONTRACT

- 5.1 The Bidder should have at-least 3 (three) fast speed photocopy machines of latest technology at his work place.

6. Schedule of Requirement:

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

Item no	Description
1.01	A-4 size sheet single side photocopy.
1.02	A-4 size sheet both side photocopy
1.03	A-4 size sheet single side coloured photocopy
1.04	A-4 size sheet both side coloured photocopy
1.05	A-4 size coloured sheet single side photocopy.
2.00	Printing of cover page on coloured sheet (200 GSM Art Sheet) with lamination.
2.01	Coloured Printing Cover Page (as per approved sample)
3	Book Binding:
3.01	(1) Up to 100 sheet
3.02	(2) 101 to 400 sheet
4	Spiral Binding:
4.01	(1) Up to 200 sheet
4.02	(2) 201 to 400 sheet
4.03	(3) >400 sheets
5	Hard Binding (350 GSM Card board with laminated cover) with printing of cover page:
5.01	(1) Up to 200 sheet
5.02	(2) 201 to 400 sheet
5.03	(3) >400 sheets
6	Printing of certificate in Art card 300 GSM (Glossy sheet double colour, Size A-4 as per approved sample)



NATIONAL JUDICIAL ACADEMY

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

Telephone (EPABX) – 0755-2432500

FINANCIAL BID

Section–VI: Bill of Quantities (Price Schedule)

for

Category – 01: Photocopy, Printing and Binding Services

Providing and Facilitating Photocopy, Printing and Binding Services



Section–VI ('A') : Bill of Quantities (Price Schedule)

(First year of Contract)

Bid No.: NJA/Admin/Services-01/2025/06/

Date: 03/10/2025

Category – 01: Photocopy, Printing and Binding Services

Providing and Facilitating Photocopy, Printing and Binding Services

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

Name of Contractor: _____

Address: _____

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

[Financial bid shall be submitted in the format attached in excel sheet]

NOTE:-

1. Rate quoted should be exclusive of G.S.T.
2. The unit of appropriate work shown is only estimated quantity and the actual requirement may increase/decrease. **There will not be any guarantee for minimum quantity of assured work.**

Date : ____/____/20__

Place: _____

Signature of Authorized signatory

Seal



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

(Second year of Contract)

Bid No.: NJA/Admin/Services-01/2025/06/

Date: 03/10/2025

Category – 01: Photocopy, Printing and Binding Services

Providing and Facilitating Photocopy, Printing and Binding Services

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

Name of Contractor: _____

Address: _____

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

[Financial bid shall be submitted in the format attached in excel sheet]

NOTE:-

1. Rate quoted should be exclusive of G.S.T.
2. The unit of appropriate work shown is only estimated quantity and the actual requirement may increase/decrease. **There will not be any guarantee for minimum quantity of assured work.**

Date : ____/____/20__

Place: _____

Signature of Authorized signatory

Seal



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SECTION- VII

FORMS OF SECURITIES

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

Annexure- A: Bid Security (Bank Guarantee)

Annexure- B: Performance Bank Guarantee

BID SECURITY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of this obligations are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
 - (c) does not accept the correction of the Bid Price pursuant to Clause-26 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. The guaranty should be valid for a period of 225 days beyond the last date of bid submission.

PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

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

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