

BID DOCUMENT

for

Providing and Supplying and Laying LT Power Cables in the Academy premises



NATIONAL JUDICIAL ACADEMY

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



NATIONAL JUDICIAL ACADEMY

Providing and Supplying and Laying LT Power Cables in the
Academy premises

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

Bid No. : NJA/Admin/LT Cable/2017/12/

Date: 11/11/2017

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

No.	Name of services	Cost of bid document (In Rs.)	Bid Security (In Rs.)
1	Providing and Supplying and Laying LT Power Cables in the Academy premises	1,000/-	30,000/-

Bid document can be obtained by the prospective bidders on payment in cash or through e-payment or through Demand Draft in favour of “National Judicial Academy” payable at Bhopal from the Academy up to **09/12/2017 till 11:30 hours** during working hours or can be downloaded from our website. Bid must be delivered to Academy on or **before 14:30 hours on 09/12/2017**. For tender documents and other details, please visit www.nja.gov.in or www.tenders.gov.in or www.eprocure.gov.in.

Director
National Judicial Academy



NATIONAL JUDICIAL ACADEMY

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

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

Bid No: NJA/Admin/LT Cable/2017/12/

Dated: 11/11/2017

INVITATION FOR BIDS

Sealed Bids are invited from experienced contractors/agencies for Providing and Supplying and Laying LT Power Cables in the Academy premises as per the requirement indicated in the Bid document.

Name of work	Bid Security	Cost of bid document
Providing and Supplying and Laying LT Power Cables in the Academy premises	Rs. 30,000.00 in the form of Account payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, or Bank Guarantee from any of the commercial bank, in favour of "National Judicial Academy" payable at Bhopal.	Rs. 1000/-

Interested party may obtain the Bid Document on payment of cost of bid document from the office of the undersigned up to **11:30 hours on 09/12/2017** during working hours or download the same from web site www.nja.gov.in or www.tenders.gov.in or www.eprocure.gov.in. (Academy observes Wednesday as weekly off and Tuesday as Half day). The bid must be submitted on or before **14:30 hours on 09/12/2017**. The bids shall be opened on **09/12/2017 at 15:00 hours** in presence of the bidder's representative who chooses to attend at the office of Registrar (Administration), National Judicial Academy, Bhopal. The Employer has the right to reject any or all Bids without assigning any reason(s).

Director

INFORMATION TO BIDDER FOR OBTAINING BID DOCUMENT

1. Bid document can be purchased by the prospective bidder on payment of cost of bid document through Demand Draft/cash/e-payment in favour of "National Judicial Academy" payable at Bhopal from the office of the Registrar, National Judicial Academy **up-to 09/12/2017 till 11:30 hours**. Bid Documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs. 200/-. The Academy will not be responsible for any postal delay, in the delivery of the document or non-receipt of the same.
2. Bid must be delivered to National Judicial Academy **on or before 14:30 hours on 09/12/2017** and will be opened on **09/12/2017 at 15:00 hours**, in the presence of the bidders who wish to attend.
3. Other details can be seen on Bid document. Interested party may obtain the Bidding document from the office of the undersigned or download the same from our website www.nja.gov.in or www.tenders.gov.in or www.eprocure.gov.in.
4. No cost of bid document shall be payable, if bid document is obtained from web site.

Director

National Judicial Academy



NATIONAL JUDICIAL ACADEMY

Technical Bid

DOMESTIC COMPETITIVE BIDDING

BID NO: NJA/Admin/LT Cable/2017/12/

Date: 11/11/2017

Name of Work	Providing and Supplying and Laying LT Power Cables in the Academy premises.
Bid Security	Rs. 30,000.00
Period of sale of Bidding Document	Up to 09/12/2017 till 11:30 hours.
Time and Date for Pre Bid meeting	01/12/2017 at 11:00 hours
Last Date and Time for receipt of Bids	14:30 hours on 09/12/2017
Time and Date of Opening of Bid	09/12/2017 at 15:00 hours.
Place of Opening of Bid	National Judicial Academy, Bhopal
Officer Inviting Bid	Director, National Judicial Academy

Check List to be submitted along with Bid documents

<u>No.</u>	<u>Particular</u>	<u>Remark</u>
1.	Bid Security should have the validity period as mentioned under clause-15 of Section-I of the Bid document and should only be in the form of Account payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, 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 licence 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.	Copies of all enclosures are self-attested.	Yes/No
14.	Statement regarding correction/modification is enclosed as Annex_____.	Yes/No
15.	Authorization to seek references from Banker is enclosed as Annex_____. (Ref. Cl-4 of Sec.-I).	Yes/No
16.	Documentary proof for minimum required experience and value of similar type of work performance along with the list of clientele is enclosed as Annexure___(Ref. Cl.-2 of Section-I).	Yes/No
17.	The annual turnover to be shown is only for the services of {Name of work} and value of no other services included in it. (Ref. Section-II).	Yes/No
18.	Copy of valid license for {Name of work} is enclosed.	Yes/No

<u>No.</u>	<u>Particular</u>	<u>Remark</u>
19.	The value of work and period shown are distinctively for the service provided in the area of {Name of work} (Ref. Clause-2 of Section-I).	Yes/No
20.	Reports on the financial standing of the Bidder:- (a) Audited Balance Sheet (b) Profit and loss statements. (c) Auditor's report for the past three years. * Note:- Value of {Name of work} should be shown separately	Yes/No

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

Seal & Signature of Contractor

Note:-

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

PROFILE OF ORGANISATION

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

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

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

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

Date: ____/____/20__

Place: _____

Signature: _____

Name: _____

Designation: _____

Agency Address: _____

Seal of the Company



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

1 Scope of Bid

- 1.1 National Judicial Academy, an Autonomous body fully funded by the Government of India, invites commercial offer for Providing and Supplying and Laying LT Power Cables in the Academy premises from reputed contractor/agencies who have proven experience in similar types of work/replacement/supply.
- 1.2 The general character and the scope of the work is illustrated and defined by the Specifications and the Bill of Quantities here with attached.

Source of Funds

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

2 Eligible Bidders

- 2.1 The invitation for Bids is open to all firms/ organizations/ contractor/ agencies of repute who have sufficient experience of providing similar type of services.
- 2.2 If Government owned / controlled organization is willing to participate, they will have to produce a certificate of competent authority authorizing it to participate in the tender.
- 2.3 The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practice issued by the Academy in accordance with sub clause 31 of Section-1.

2.4 Eligibility criteria:

- a. The intending bidder must have three year experience as prime contractor; having successfully completed similar works during last 7 (seven) year ending last day of month previous to the one in which bid application are invited, as per the following:
Three similar completed works each costing above Rs. 6.00 lakh or two similar completed works each costing above Rs. 7.50 lakh or with one similar work costing above Rs. 12.00 lakh.
The contractors/agencies are required to provide necessary documents/ proof regarding the work executed and other registration details to prove their credential.
The details of experience are to be furnished in form Tech- 1.
- b. The Bidder should have average annual turnover of minimum Rs. 7.00 lakhs in the last 3 years.
The annual turnover for last three years is to be submitted in form Tech-3 duly supported by annual audit reports and it should not be less than 7.00 lakh.
- c. The “similar work” mean the bidder should have executed the work of supply, erection, testing and commissioning of LT power cables, feeder pillars etc.

3 Qualification of Bidder:

- 3.1 All bidders shall provide in Section – II qualification information in prescribed format regarding average annual turnover (AATO), experience in similar work, details of key personnel, plants and equipments and proposed methodology.
- 3.2 The bidder should, however, undertake their own studies and furnish with their bid a detailed methodology supported with equipment & manpower planning and its deployment duly supported with broad calculations and quality control procedure proposed to be adopted, justifying their capability of providing such services over the

contract period. All bidders shall include the following information and documents with their bids in Section-II.

- a) Copies of original documents defining the constitution or legal status of the firm/ organization, place of registration, and principal place of business, power of attorney of the authorized signatory of signing the Bid.
 - b) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's report for the past three years.
 - c) Authority to seek reference from bidder's banker, if required.
 - d) Information regarding any litigation, current or during the last five years, in which the bidder is involved, the party concerned and disputed amount.
- 3.3 To qualify for the contracts or the package of contract for which the bids are invited in the IFB, the bidder must qualify in the technical bid evaluation.
- 3.4 Even though the bidder meet the above qualifying criteria, they are subject to be disqualification if they have;
- a) Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
 - b) Record of poor performance such as abandoning the works, not properly completing/ performing the work, inordinate delay in completion, litigation history, or financial failure etc.
 - c) In the case of any agency that has previously provided to NJA, such services should have provided it satisfactorily in the sole opinion of NJA, failing which the bid can summarily be rejected.
- 3.5 Please furnish a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with any employee of the Academy or any other entity that has prepared the design, specifications and other documents for the contract.

4 One Bid per Bidder

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

5 Cost of Bidding

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

6 Site Visit

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

7 Content of bidding Documents

- 7.1 The Works and services required , procedure, methodology and contract terms are prescribed in bidding documents listed below and addenda issued in accordance with Cl.- 10.
- i. Invitation for Bid (IFB)
 - ii. Instruction To Bidders – Section – I
 - iii. Qualification Information- Section -II
 - iv. General Conditions of Contracts - Section - III.
 - v. Contract Data – Section -IV

- vi. Specification of Works, Scope of Works Special Conditions of Contract/Drawing Sec– V.
- vii. Bill of Quantities / Financial Bid– Section –VI
- viii. Form of Securities – Section - VII

7.2 Bidding Documents supplied should be completed and returned duly filled and signed.

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

8 Clarification of the Bidding Document

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

9 Pre Bid meeting

9.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place in the Office of the Registrar (Administration), National Judicial Academy, on date & time specified in Contract Data, to clarify issues, if any on any matter that may be raised at that stage.

9.2 Any modification of the bidding document, which may become necessary as a result of the Pre–Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause-10 and not through the minutes of the Pre Bid Meeting.

9.3 Non – attendance at the Pre Bid Meeting will not be a cause for disqualification.

10 Amendment of Bidding Document

10.1 Before the deadline for submission of the bids, the Employer may modify the bidding document by using addenda.

10.2 Any addendum thus issued shall be the part of the Bid document and shall be communicated in writing/ cable/ e-mail to all the purchaser of the Bid document.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Employer may extend, if necessary, the dead line for submission of bids.

11 Language of the Bid

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

12 Documents comprising the Bid

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

a) Technical Bid

- i. Complete set of bid documents as sold/ downloaded, duly filled in and signed on all pages and at different places as required of the tender documents, comprising of all information relating to AATO, experience, personnel and equipments and methodology.
- ii. Bid security.
- iii. All other document listed in sub clause 3.2 and 7.1 of Section-I except the priced Bill of Quantities. i.e. except Section VI

b) Financial Bid

- i. Comprising of priced Bill of Quantities i.e. Section VI

13 Bid Prices

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

14 Bid Validity

- 14.1 The Bid shall remain valid for the period not less than 120 days after the last date of bid submission.
- 14.2 A bid submitted for a bid validity of shorter period may be rejected by the Employer as non-responsive.
- 14.3 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for specified additional period. The request and the bidder's response shall be made in writing. The bid security provided under clause-15 shall also be extended suitably. The bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid. Bidder shall also not be entitled for any interest on the bid security amount.

15 Bid Security

- 15.1 The Bidder shall furnish, as part of his bid, a bid security in the amount as shown in Contract Data for particular category of the works and is normally to remain valid for a period of 45 days beyond the final bid validity period. The Bid Security shall be in favour of "National Judicial Academy" may be in one of the following form:
 - a) A Bank Guaranty issued by a Commercial Bank and acceptable to the Employer in the Form given in Section- VII (Annexure-A) or another acceptable to the Employer.
 - b) FDR from any Commercial Bank in favour of National Judicial Academy in an acceptable form to the employer (FDR in joint form is not acceptable).
 - c) A/c payee banker's Cheque/ Demand Draft in favour of 'National Judicial Academy' payable at Bhopal issued from any Commercial Bank. No interest or any other incidental charges shall be payable by the Employer on this account.
 - 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-25
 - III. The successful bidder fails within the specified time limit to
 - a) sign the Agreement
 - b) furnish the required Performance Security

16 **Alternative proposal by Bidder**

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

17 **Format and signing of Bid**

- 17.1 The bidder shall submit one copy of bid documents, in original comprising the bid as described in Clause 12 of these Instructions to Bidders.
- 17.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialled by the person or persons signing the bid
- 17.3 The Bid shall contain no alteration or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be initialled by the person or persons signing the Bid.

18 **Sealing & Marking of Bid**

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

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

- a) Bid Security in prescribed manner.

18.2 **Envelope-B (Duly sealed):** Should contain

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

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

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

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

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

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

And bear the following Identification

- a) Bid for: Providing and Supplying and Laying LT Power Cables in the Academy premises.
- b) Bid Reference No: - NJA/Admin/LT Cable/2017/12/ dated:
- c) Do not open before _____ (Date & time for Bid Opening).
- d) Name & Address of the Bidder _____.

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

19 Dead line for submission of Bid

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

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

20 Late Bid

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

21 Modification and Withdrawal of Bids

21.1 Bidder may modify or withdraw their bids by giving notice in writing before the deadline for submission of bid.

21.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 17 & 18, with the outer and inner envelopes additionally marked "MODIFICATION" or WITHDRAWAL" as appropriate.

21.3 No Bid may be modified after the deadline for submission of bids.

21.4 Withdrawal or modification of a bid between the deadline for submission of bids and expiration of the period of bid validity may result in the forfeiture of the Bid Security pursuant to clause 15.

21.5 Bidders may only offer discount to, otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause or included in the original bid submission.

22 Bid Opening

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

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

22.3 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all bidders will be so informed then and there. If any bid contains any deviation from the Bid Document, then the Bid will be rejected and bidder informed accordingly.

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

- 22.5 All financial bids which are to be opened after technical evaluation as per clause 24 shall be opened at later date about which all concerned bidders shall be notified in advance.
- 22.6 All valid Financial Bids shall be opened on the notified date and time after declaring the result of Envelope A & B (Technical Bid). The Bidder's name, the Bid price, the total amount of each Bid, any discounts, Bid modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any bid price, discount, or alternative Bid price which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation.
- 22.7 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with sub Clause-22.1 to 22.6 and the minutes shall form part of the contract.

23 **Clarification of Bid**

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

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

- 24.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid:-
- a) Meets the eligibility criteria defined in Clause-2 of Section-I.
 - b) Has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter-alia include a provision to bind the Bidder to settlement of disputes clause;
 - c) Is accompanied by the required Bid security and;
 - d) Is responsive to the requirements of the Bidding documents.
- 24.2 A responsive Bid is one confirms to all the terms, conditions and specification of the Bidding Document, without material deviation or reservation. A material deviation or reservation is one:-
- a) Which affects in any substantial way the scope, quality or performance of the Works;
 - b) Which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
 - c) Whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- 24.3 Deleted
- 24.4 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non - conforming deviation or reservation.

25 **Correction of Errors**

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

26 **Evaluation and Comparison of Bid**

- 26.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 24.
- 26.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- a) Making any correction for errors pursuant to Clause 25
 - b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 21.5.
- 26.3 The Employer reserves the right to accept or reject any alternative offer. Alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 26.4 If the Bid of successful bidder is seriously unbalanced in relation to the estimated amount to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation methods and schedule proposed.

27 **Award Criteria**

- 27.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding Documents and who has offered the best evaluated Bid.
- 27.2 Other Bidders whose bids are ranked below the best-evaluated bid may be empanelled at the discretion of employer. Purpose of such empanelment is that, in case of failure of the best evaluated bidder to provide services as per the terms and conditions of the contract, then looking to the nature of the job, his contract may be terminated on short notice and other empanelled bidders after negotiations in order of second best evaluated bid and subsequent, may be asked to provide services at mutually agreed rates.

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

- 28.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Services by the Contractor as prescribed in the Contract (hereinafter and in the Contract called the "Contract Price").
- 28.2 The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause-29.

- 28.3 The Agreement will incorporate all correspondence between the Employer and the successful bidder with the Letter of Acceptance. Within 28 days of receipt of letter of acceptance the successful bidder will sign the Agreement with the employer.
- 28.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security.

29 **Performance Security**

- 29.1 Within, 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 10% of the contract price.
- a) In the form of bank guarantee in the prescribed format of any Commercial Bank (Annexure-B) or
 - b) In the form of an e-payment, A/c payee Demand Draft/Bankers Cheque or FDR from any Commercial Bank in favour of National Judicial Academy (FDR in joint form is not acceptable).
- 29.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, DD or FDR, it shall be issued by a Commercial bank.
- 29.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security and the agency shall be blacklisted and debarred for future bidding process of the Academy.
- 29.4 The successful bidder shall have the option to adjust the amount of bid security against performance security.

30 **Assignment or Sub letting**

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

31 **Corrupt or Fraudulent Practice**

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

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NATIONAL JUDICIAL ACADEMY

Section-II

FORMS OF BID AND LETTER OF ACCEPTANCE

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

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

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

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

Sub: - Submission of prequalification application for the {Name of Work} at NJA.

Sir,

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

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

S.	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 Supplying and Laying LT Power Cables in the Academy premises.

To

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

Sir

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

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

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

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

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

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

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

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

Yours faithfully
(Authorized Signatory)
Name & Title of Signatory-----
Name of Bidder-----
Address-----

Financial status of organisation

1. Name of Firm/Organization : _____

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

Name of Bank _____ Branch Name: _____

Address _____

Telephone No. _____ Fax No. _____

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

4 Value of {Name of work} :

Particular	Year	Value (Rs. lakhs)
Total value of work (Only for {Name of work}) implementation/performed in the last three years	2014-15	
	2015-16	
	2016-17	

5 Financial Capabilities:

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

(Amount in Lakhs)

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

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

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

7

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

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

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

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

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

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

12. Additional Requirements: Bidders should provide any additional information required to fulfil the requirements of Clause-2 of the Instructions to the Bidders, if applicable.

Date : ____/____/20

Place : _____

Signature of Authorized Signatory
Seal

FORMAT FOR PERFORMANCE CERTIFICATION

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

1. Name & Address of Employer

2. Name of the contract and location

3. Agreement no.
 - a. Scope of Contract :
 - b. Contract Cost :
 - c. Date of commencement :
 - d. Period :
 - e. Amount of compensation levied, if any :
 - f. Average deployment of staff in a month :
 - g. No. of suits /rooms :
 - h. Overall grading of Service : Excellent/Very Good/Good/Fair
 - i. Compliance of all statutory requirements- Yes / No

Date : ____/____/20

Place : _____

Signature of Authorized Signatory

Seal

LETTER OF ACCEPTANCE

_____ (Date)

To,

(Name and address of the Contractor)

Dear Sir,

This is to notify that your offer dated _____ in response to Bid notification No. _____ dated _____ of the Academy for 'Providing and Supplying and Laying LT Power Cables in the Academy premises', as per enclosed price list [annex as 'A'] is accepted.

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

You are hereby requested to furnish the Performance security, in accordance with clause-29 of Section-I of Bid conditions for Rs. _____/-.

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

Thanking you.

Yours sincerely,

Authorised Signature
Name and Title of Signatory

ISSUE OF NOTICE TO PROCEED WITH THE SERVICES

(Letter head of the Employer)

_____ dated

To

_____ (name and address of the Contractors)

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB clause-29 and signing of the contract for the 'Providing and Supplying and Laying LT Power Cables in the Academy premises' as per enclosed price schedule 'A' you are hereby instructed to proceed with the execution of the said Services in accordance with the contract documents.

Yours faithfully

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

AGREEMENT FORM

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 Providing and Supplying and Laying LT Power Cables in the Academy premises and has accepted the bid by the Contractor for the providing the services as per the rates and specifications mentioned in conditions of Contract, Bill of Quantities (Price Schedule as Annexure 'A') and the price quoted thereof. This contract shall be effective from _____.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

On behalf of Employer

On behalf of Contractor

In presence of

In presence of

(1)

(1)

(2)

(2)



SECTION- III : GENERAL CONDITIONS OF CONTRACT (GCC)

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Section-III : GENERAL CONDITIONS OF CONTRACT (GCC)

1 Definitions

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

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

The Completion Date is the date of completion of, the Works as certified by the Employer or his nominee in accordance with Contract Data.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works/provide services.

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

The Contract shall mean the Information for Bid, bid as accepted by the Employer, the work order/ letter of Acceptance issued to the contractor, and formal contract agreement.

The "**Contractor/ Contractors**" where ever occurs means the successful bidder / bidders who has have been given written information about the acceptance of the bid to carry out the work and shall include legal representative of such individual or person composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.

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

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

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

A **Defect** is any part of the Works not completed in accordance with the Contract and includes deficiencies.

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

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

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

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

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the employer by issuing

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works/services. Officer in charge shall mean the officer nominated

by the Employer who is competent to direct supervisors and authorized to be in charge of the work for the purpose of this contract.

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

The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

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

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

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

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

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

The **Work/ Works** to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (BOQ) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Name of Work: Name of works for which bids are invited.

Sufficiency of Tender: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and adjustments of errors: The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works

Technical Specification: the works executed under the contract shall conform to the standards mentioned in the Technical Specification. The Contractor shall submit the detailed design, drawing and methodology for approval; from NJA before execution.

Patent Right: The Contractor shall indemnify the Employer against all third party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the country.

Packing: (a) The Contractor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract.

(b) The packing shall be sufficient to withstand, without limitation, rough, handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage.

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

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

Delivery of Goods: (a) All the equipment and works as per specification mentioned in the BOQ shall be delivered, installed, executed and commissioned and shall be made by the Contractor in accordance with the terms specified by the Employer in its schedule of requirements.

(b) For purpose of the contract “FOB”, “C&F”, “CIF”, “CIP” and other trade terms used to describe the obligations of the parties shall have the meaning assigned to them.

2

Interpretation

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

2.2 If the sectional completion is specified in the Contract Data reference in the Condition of the Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

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

a. Agreement.

b. Letter of Acceptance and notice to proceed with works.

c. Contractor's Bid.

d. Contract Data.

e. General Conditions of Contract including Special Conditions of Contract.

f. Specification of Works, Scope of Works.

g. Drawings/ Details.

h. Bill of quantities and

i. any other documents listed in the Contract Data as forming part of the Contract.

3 **Language and Law**

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

4 **Communications**

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

5 **Joint Venture**

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

6 **Other Contractors**

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

6.2 Subcontracting is not allowed.

7 **Employment of Key personal /Supervisor/Project Manager**

7.1 The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

7.2 The contractor shall immediately after receiving the letter of acceptance and before commencement of the work shall employ/nominate the key Personnel/Supervisor/Project Manager to carry out the functions stated in the scope of works. The key personnel Supervisor/Project Manager shall be actually available at site during the execution of work.

7.3 The Employer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

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

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

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

9 **Employer's Risk**

9.1 The Employers risks are;

a) In so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed;

i. war and hostilities (whether war be declared or not). Invasion, act of foreign enemies;

ii. Rebellion, revolution, insurrection, or military or usurped power, or civil war;

iii. Ionizing radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear. fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

- iv. pressure waves caused by aircraft or other' aerial devices traveling at sonic or supersonic speeds; and
 - v. Riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
 - vi. Floods, tornadoes, earthquakes and landslides.
- b) Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
 - c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
 - d) Any operation of the forces of nature (in so far as it occurs on the. Site which an experienced contractor:
 - i. could not have reasonably foreseen, or
 - ii. Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - a. Prevent loss or damage to physical property from occurring by taking appropriate measures or
 - b. Insure against.

10 **Contractor's Risks**

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

11. **Insurance**

- 11.1 The Contractor shall have the insurance cover from the Start Date to the completion of the work end of the Defects Liability Period, for the following events which are due to the Contractor's risks:
 - a. loss of or damage to the Works, Plant and Materials.
 - b. loss of or damage to Equipment, loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
 - c. Personal injury or death.
- 11.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer or his nominee for the Employer or his nominee's approval before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 11.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 11.4 Alterations to the terms of insurance shall not be made without the approval of the Employer or his nominee.
- 11.5 Both parties shall comply with all conditions of the insurance policies.
- 11.6 The goods supplied/ work executed under the contract shall be fully insured in the currency of the bid price against loss or damage incidental to manufacturer or acquisition, transportation, storage & delivery in the manner specified.
- 11.7 where delivery of goods is required by the employer on a CIF or CIP basis to a specified destination , the Contractor shall arrange & pay for insurance, naming the Employer as the beneficiary and the Contractor shall be required to meet all transport & storage expenses until delivery.

12 **Contractor to execute the Works.**

12.1 The Contractor shall execute the maintenance work/services or provide services in accordance with the Specification of work, Scope of Work and special condition of the contract as per Section-V of the Bid documents.

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

13.1 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 & as per the clauses laid down in the contract.

14 **Approval by the Employer**

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

15 **Safety**

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

16 **Discoveries**

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

17 **Possession of the Site**

17.1 The Employer shall give possession of the Site to the Contractor, free from encumbrances. It is the responsibility of the contractor to execute the work with minimum damages of the horticulture and garden work. On completion of the work, the site of work shall be thoroughly cleaned.

18 **Access to the Site**

18.1 The Contractor shall allow the Employer or his nominee and any person authorized by the Employer access to the Site to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials plant are being manufactured, fabricated and /or assembled for the works or to provide the services.

19 **Instructions**

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

20 **Arbitration.**

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

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

20.3 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.

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

- 20.5 Neither party shall be limited in the proceedings before such arbitrator to the evidence nor did arguments already put before the employer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/ decision. No such recommendations/decision shall disqualify the Employer or his nominee, as the case may be, from being called as a witness and giving evidence before the arbitrator or any matter whatsoever relevant to the dispute.
- 20.6 Arbitration proceedings shall be held at National Judicial Academy, Bhopal.
- 20.7 All arbitration awards shall be in writing and shall state the reasons for the award.

21 Program

- 21.1 During the currency of 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. Within the time stated in the Contract Data the Contractor shall submit to the Employer or his nominee for approval a Program showing 'the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast
- 21.2 The Employer or his nominee's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer or his nominee again at any time. A revised Program is to show the effect of Variations and Compensation Events.

22 Warranty- Defect Liability Period

- (A) The Contractor warrants that all the goods supplied and work executed under the contract shall fully comply with the specification laid down in the contract.
- (B) All the equipment /works shall carry one year comprehensive warranty from the date of issuance of the completion certificate after commissioning and installation against all manufacturing, defective material or inadequate design/ workmanship and operational defect to be attended free of cost, by the contractor. The contractor shall furnish the warranty certificate with the documents. In case the manufacturer's warranty is for more than one year the later shall be treated as defect liability period for that item but in no case it shall be less than one year for any item supplied or work executed.
- (C) The employer shall promptly notify The Contractor in writing of any claims arising under this warranty – Defect liability Period.
- (D) Upon receipt of such notice, the Contractor shall, with all reasonable speed, replace the defective goods/ works without cost to the employer. The contractor will be entitled to remove, at its own risk and cost, the defective goods/ works.

23 Identify Defects

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

24 Tests

- 24.1 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 the Contractor shall pay for such test and any samples.

25 Correction of Defects

25.1 The employer or his nominee shall give notice to the Contractor of any Defects before the end of the Defect liability Period which begins at completion. The Defect liability Period shall be extended for as long as defects remain to be corrected.

25.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the employer or its nominee's notice.

26 Inspection and Tests

26.1 The Employer or its Representative shall have the right to inspect and/or test the works to confirm their conformity to the Technical specification and the quality of performance after the supply and delivery of goods/ equipment to Employer's premises and execution of other incidental works as described technical specifications.

27 Uncorrected Defects

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

28 Bill of Quantities

28.1 The Bill of Quantities shall contain items for the construction, supply, installation, testing & commissioning work or supplies to be done by the Contractor.

28.2 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 or the total turnkey work as the case may be.

28.3 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.

29 Prices

Prices charged by the Contractor for goods delivered or works executed under the contract shall not vary from the prices quoted by the Contractor in its sealed Bid.

30 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.

31 Variations.

31.1 Where the Employer desire to make changes in Bill of Quantities and Schedule of requirement, it may vary up to 25% of the contract price.

31.2 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.

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

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

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

32 Payments for Variations.

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

32.2 Variation permitted shall not exceed +/- 25% in quantity of each individual item, and +/- 10% of the total contract price. Within 14 days of the date of instruction for executing varied work, extra work or substitution, and before the commencement of such work, notice shall be given either (a) by the contractor to the Employer of his intention to claim extra payment or a varied rate or price, or (b) by the Employer to the Contractor of his intention to vary rate or price. Work, without prior approval of employer.

- 32.3 For items not existing in the Bill of Quantities or substitution to items in the Bill of Quantities, rate payable should be determined by methods given below and in the order given below:
- 32.3.1 Market rates of materials and labour, hire charges of plant and machinery used, plus 10% for overheads and profits of contractor.
- 32.4 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.

33 Payments

- 33.1 The rates quoted by the Contractor shall be on turnkey basis for complete job, including designing of complete system, supplying & execution as per the specification, testing, commissioning.
- 33.2 Bill should be prepared and submitted by the Contractor in three copies. The payment will be made after satisfactory completion of work.
- 33.3 All payments shall be made in the Indian currency only.

34 Tax

- 34.1 The Contractor shall be entirely responsible for all taxes, duties, license fees and other such levies imposed by the Govt. of India.
- 34.2 The rates quoted by the Contractor shall be deemed to be inclusive of the G.S.T. and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of, such taxes at sources as per applicable law. For this purpose, the tax component of the total quoted price may be specified separately by the Contractor in the bills.

35 Operation, Maintenance and Spare-parts Manuals

The successful Contractor shall supply two copies of Manufacturer's Operation, Maintenance and Spare-parts Manuals of the / system/work executed.

36 Subsequent Legislation

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

37 Liquidated damages/ Penalty

If the contractor fails to deliver/execute the work any or all of the goods/ work/ equipment within the time period specified in the contract the employer shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.1% of the contract price of delayed works for each day of delay until actual completion, up to a maximum deduction of 10% of the contract price. Once the maximum is reached, the employer may consider termination of the contract.

38 Advance Payments

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

39 Secured Advance

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

40 Cost of Repairs

40.1 Loss or damage to the works or material to be incorporated in the works during the currency of the contract shall be remedied by the Contractor at the Contract's cost if the loss or damage arises from the contractor's acts or omissions. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

41 Safety

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

42 Completion

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

43 Taking Over

43.1 The Employer shall take over the Site/equipment etc as the case may be and the Works within seven days of the issuance of Completion of certified work.

44 Final Accounts

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 contract Period. The Employer or his nominee shall certify 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 60days of receiving the contractor's revised account.

45 Termination

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

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

45.2.1 The Contractor stops service for 7 days when no stoppage of service is shown on Program and the stoppage has not been authorized by the Employer.

45.2.2 The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.

45.2.3 The Employer or his nominee gives Notice that failure to correct a particular defect/ unsatisfied services is a fundamental breach of Contract and the Contractor fails to correct it within a period of time determined by the Employer.

45.2.4 The Contractor does not maintain security which is required.

45.2.5 The Contractor has delayed the completion of works by the number of days for which maximum amount of liquidated damages can be imposed/or delay/stop the execution of services which affects the training program or reputation of the Academy.

45.2.6 If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

45.3 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.

- 45.4 The failure to deploy adequate services personnel resulting in sub-standard work will be considered as breach of the terms and conditions under the agreement.
- 45.5 During the currency of this agreement, the Academy shall have the right to terminate this agreement if it is not satisfied with the performance of the agency by giving it 30 days' notice in writing. For this purpose, the Academy shall be the sole Judge to decide whether the performance of the agency is satisfactory or not and such decision of the Academy shall be final, conclusive and binding on the agency and the agency shall not be entitled to any compensation in that regard. Furthermore if on account of non-renewal of the contract and/or termination of this contract, the agency has to terminate services of its employees, then it shall be the responsibility of the agency to pay the legal dues to its employees. In the event of non-compliance of legal requirement agency itself shall be liable for all the costs and consequence.

46 Property

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

47 Labour

- 48.1 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.

48 Compliance with Labour Regulations

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

48.2 Compliance of the provisions of some major laws applicable to establishments:

- a) The Tenderer will have to comply with all the provision of the statutory laws applicable in this regard.
- b) There shall be no contractual or other relationship between the Employees of the service agency and the NJA. Payment of Provident Fund, ESIC, minimum wages, workman compensations bonus and gratuity Leave etc. of the service personnel wherever applicable will be the sole responsibility of the service agency. Also the provisions of Child Labour (prohibition and regulation) Act 1986 is strictly applicable to the contract.

- c) The contract shall be subject to such other terms, conditions and instructions as may be issued by the Employer at any point of time.

49 Employer or his nominee's Decisions

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.

50 Delegation

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.

51 Queries about the Contract Data

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

52 Delays Ordered by the Employer or his nominee

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

53 Management Meetings.

53.1 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.

53.2 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.

54 Early Warning

54.1 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.

54.2 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.

55 Currencies

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



National Judicial Academy

Section– IV Contract Data

Bid No. : NJA/Admin/LT Cable/2017/12/

Date: 11/11/2017

The Works consist of –

No	Category	NA
	Name of Employer	National Judicial Academy.
1	Name of Works	Providing and Supplying and Laying LT Power Cables in the Academy premises
2	Bid Security	Rs. 30,000.00
3	Last Date of submission of Bid,	14:30 hours on 09/12/2017
4	Time and Date for Pre Bid meeting	01/12/2017 at 11:00 hours
5	Start Date/Date of Commencement of work	As per agreement.
6	Intended completion date from start date	As per Section V
7	Security Deposit (ITB-29)	In the form of Performance Guaranty
8	Performance Security	Performance security to be 10% of the Contract amount and submitted at award of work as bank Guaranty or FDR or DD pursuant to Clause-29 of Section-I.
9	Liquidated damages/ Penalty (GCC-37)	As per clause 37 of Sec.-III.
10	Contract Price	Rate contract.
11	Secured Advance	No secured advance payable under the contract
12	Advance payment	No advance payment under the contract
13	Escalation (GCC – 30)	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.



National Judicial Academy

SECTION- V

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



Section- V : specification of works, scope of works, special condition of the contract & schedule of requirement

1. SCOPE OF WORK

- 1.1. The National Judicial Academy requires to appoint experienced contractor / suppliers / manufacturers / authorized channel partners of the reputed manufacturer for the work of Providing, Supplying , Erection, Testing & Commissioning LT power cables in the Academy premises from Substation Main LT panels to Cafeteria Side Electric LT panel room. The work shall be carried out according to the specification mentioned in Section 5 of this document, Bill of Quantities (Section -7) and Area of Scope / Schedule of Requirement as per Section - 6.
- 1.2. The scope of works shall cover supply, laying & running and testing & commissioning of cable in under ground cable trench / pipes (GI & HDPE)/covered cable tray arrangement as per requirement and as per the specification etc. complete. The scope also includes the construction of cable trenches, laying of pipes (GI & HDPE) and/or covered cable tray as per specification and as directed. The scope of work also includes making masonry chambers at the locations of change in alignments and levels.
- 1.3. The work shall be carried out according to the specification mentioned in Section - 5 Specifications of Work, Schedule of Requirement & Area of Scope at Section 6 and Bill of Quantity at Section 7.
- 1.4. Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 1.5. The Goods supplied and related works to be executed under this Contract shall conform to the standards mentioned in Technical Specifications of the work as per clause 2 of Section – 5. When no applicable standard is mentioned, the standard shall be IS specification.
- 1.6. The supplier shall provide comprehensive onsite warranty for the cabling work and related works executed under this contract.

2. SPECIFICATION OF THE WORKS

2.1 Power Cable:

- 2.1.1 The power cable should be XLPE insulated PVC sheathed power cable shall confirm to IS 7098 with the latest amendment. The power cables shall be of high grade aluminium conductor, high dielectric grade cross – linked polyethylene insulation & inner and outer sheathed with galvanised steel strip armouring.
- 2.1.2 The power cables shall be ISI marked. The length, size and make of the cable shall be marked on every meter of the cable length.
- 2.1.3 The XLPE power cables PVC sheathed for 1100 V conforming to IS 7098 shall be of Finolex/Polycab/RR Kabel/Havells Make.
- 2.1.4 The cable shall be supplied & laid in a single length between both ends.

- 2.1.1 The 3 ½ X240 Sq mm size XLPE insulated 1100V grade armoured PVC sheathed cable should be with the following specification confirming to IS7098

Cable Size	Nom. cross sectional area	Nom. Thickness of XLPE insulation (In mm)	Max DC conductor resistance at 20°C	AC current rating – XLPE insulation	
			Ohm / Km	In Air Amps	In Ground Amps
3 ½ X240 Sq mm	240	1.70	0.125	221	204

2.2 Laying & Installation Cables :

- 2.2.1 The cable route shall be established before commencing the installation work.
- 2.2.2 RCC/masonry chamber shall be made with openable cover arrangement at the locations of change in alignments and levels as per site conditions & as per instruction.
- 2.2.3 All cables shall be laid in properly made cable trenches, pipes (GI & HDPE) and/or covered cable tray arrangement through intermediate chambers as prescribed in specifications, suitable clamped and cleated.
- 2.2.4 At appropriate locations the cables shall be laid in 150 mm dia. HDPE pipes and 150 mm dia. GI pipes as per site condition & instructions.
- 2.2.5 HDPE & GI pipe shall be of size 150 mm dia. /6 inches having around 6 Kg. /cm sq. pressure bearing capacity.
- 2.2.6 The cables shall be protected from any mechanical damages while crossing, road, pathway & vegetation.
- 2.2.7 The spare length of loops will be kept at either end of cables.
- 2.2.8 The minimum bending radius of the cables should not be less than the 12X overall diameter or as per the recommendation of manufacture which ever is higher. The 25% higher value shall be adopted in this regard.
- 2.2.9 The Cable drums shall be stored in on a plain vibrant free ground, without any hard stones projecting above the surface. The drums shall be stored in the shade.
- 2.2.10 The drum shall be stored and kept in such a way that the bottom end of the cables does not damaged.
- 2.2.11 The cable drums should not be stored one above the other.
- 2.2.12 While laying the cables in a trench, pipes & covered cable tray arrangement the cables end should be pulled with pulling eye only after mounting the drum on the jacks.
- 2.2.13 Prior to covering the cables at appropriate locations following test shall be carried out
i. Insulation test between phase / phase and earth.
- 2.2.14 On completion of cables laying work following test shall be conducted in the presence of Engineer In charge
i. Insulation resistance test (sectional & overall)
ii. Continuity test
iii. Earth test.
- 2.2.15 All test shall be carried out in accordance with relevant Indian Standard (IS specifications) and Indian Electricity Rules. The contractor shall provide necessary instrument, equipment, manpower and support for conducting the said test and shall bear all expenses in connection with such test.

- 2.2.16 The contractor shall submit the testing report of manufacturer for the concern lot from it manufacturing unit at the time of supply.
- 2.2.17 The contractor shall submit the testing report approved from the concern department of any government body/ institutes etc.
- 2.2.18 The drum should be checked for continuity and cross continuity to ensure that there is no internal damage to the cable during transportation.
- 2.2.19 Insulation resistance shall be measured with 500V megger between the cores and all the cores to earth (Armour).
- 2.2.20 Cable route marker shall be provided & installed along the route of cable at appropriate intervals.
- 2.2.21 After cable is installed, before commissioning, it should be tested for DC high voltage. The recommended voltage and duration of the test between each core and metallic armour (earth) is 3KVDC for 5 minutes. During High voltage test, all the electrical equipment related to the cable installation must be earthed and adequate clearance should be maintained from other equipment at work to prevent flash over.
- 2.2.22 The contractor shall submit the “As Built” drawing of the cable route upon completion of the cabling work.

2.3 **Termination**

- 2.3.1 The cabling work shall include the dismantling of existing cable at both ends.
- 2.3.2 The cabling work shall include the termination of the cable ends with the system and nothing extra shall be payable in this regard.
- 2.3.3 Cable termination shall be crimped with appropriate size cable socket. The termination to the equipment shall be carried out with the brass double compression glands.
- 2.3.4 The Cable lugs and socket will be of heavy duty long barrel type and fitted on the cable core by crimping device of reputed make.
- 2.3.5 The cable lugs and gland shall be ISI mark of Dowells/ Lotus/ Comet / Comex make.

2.4 **Cable Work:**

- 2.4.1 Wherever it is necessary to cross the road/ pavement / walk way in the route of cables, the same should be run through 150 mm dia HDPE pipe & GI pipe of standard approved make. The work shall includes the cutting of RCC road / pavement/ walkway up to minimum 300 mm deep , laying the cable in 150 mm dia HDPE pipe & GI pipe and refilling the same wherever as instructed by the employer and making the surface same as per existing.

3 **SPECIAL CONDITIONS OF THE CONTRACT**

- 3.1 **Trial Run: The complete proposed system shall be run for fifteen days by the contractor after successful commissioning of the system on trial. Completion of trial by archiving standard parameters shall be treated as completion of work.**

3.2 **Defect Liability Period :**

3.2.1 **Warrantee period (defect liability period):**

- i. The Contractor shall warrants that all the goods / equipments / cables supplied and the work executed under the contract shall fully comply with the specification laid down in the contract.
- ii. The Contractor shall warrant that the material and works shall be free from defects arising from any act or omission of the contractor or arising from design, materials, and workmanship, under normal use in prevailing conditions.
- iii. All the equipments / cable & works shall carry one year comprehensive warranty from the date of issuance of completion certificate after

commissioning and installation against all manufacturing defects, defective material or inadequate design / workmanship and operational defects which are to be attended free of cost, by the contractor during defect liability period. The contractor shall furnish the warranty certificate with the documents, in this regard. In case the manufacturer's warranty is for more than one year the later shall be treated as defect liability period for that item but in no case it shall be less than one year for any item supplied or work executed.

- iv. The Employer shall promptly notify the Contractor in writing of any claims arising under this warranty – Defect Liability Period.
- v. Upon receipt of such notice, the Contractor shall, with all reasonable speed, replace the defective goods/material/ works without cost to the Employer. The Contractor will be required to remove, at its own risk and cost, the defective goods / works.
- vi. During warranty period (defect liability period), the contractor shall be responsible for repair / replacement of faulty equipments / material and rectifying any complaint lodged within 48 Hrs of the time of complaint lodged.
- vii. If having been notified, the contractor fails to remedy the defect, the Owner may proceed to take within a reasonable period such remedial action as may be necessary, at the contractor's risk and expense and without prejudice to any other rights which the Owner may have against the Supplier under the Contract.

3.3 Mode of Measurement: The rates quoted by the contractor in the Bill of Quantities should be based for complete work providing, supplying fabrication installation, erection and commissioning of system including electrical works and civil work required for the proposed system. Nothing shall be paid extra in any account.

3.4 Electricity: The employer shall provide the electricity connection at single point at the site free of cost. It will be the responsibility of the contractor to make its own arrangement for the supply at different places, for execution the works with standard safety measures of electricity uses.

3.5 Water: The water shall be made available to the contractor for execution of work at a single point. It will be the responsibility of the contractor to make necessary arrangement to draw the water and store for the construction work.

3.6 Equipment and Material: All equipment and material used in execution of the work shall be of the approved make as specified in the bid documents. If make and specification of any item is not specified in the bid document shall be get approved from the Engineer in Charge before the execution of the work. **The contractor shall list out in the bid the make of equipment / material offered by him.**

3.7 Operation, Maintenance and Spare-parts Manuals: The Contractor shall supply two copies of manufacturer's operation, maintenance and spare-part manuals of the /system/ work executed before the trial run. The contractor shall submit the “As Built” drawing of the cable route upon completion of the cabling work.

3.8 Packing:

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

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

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

3.9 Delivery of Goods/ Material / Equipments :

- 3.9.1 All the equipments/ works shall be as per the specification and BOQ and shall be delivered at site installed, executed and commissioned by the Contractor in accordance with the terms specified by the Employer in its Specification of work as per the schedule of requirements.
- 3.9.2 For purposes of the contract "FOB", "C&F", "CIF", "CIP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them.

3.10 Insurance:

- 3.10.1 The goods / equipments / material supplied and work executed under the contract shall be fully insured in the currency of the bid price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified
- 3.10.2 Where delivery of the goods is required by the Employer on a CIF or CIP basis to a specified destination, the Contractor shall arrange and pay for insurance, naming the Employer as the beneficiary and the Contractor shall be required to meet all transport and storage expenses until delivery
- 3.10.3 The Contractor shall have the insurance cover from the Start Date to the end of the Completion Period, for the following events which are due to the Contractors risks:
- i. **loss of or damage to the Works, Plant and Materials**
 - ii. loss of or damage to Equipment, loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and personal injury or death.

- 3.11 **Taxes and Duties:** The Contractor shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the Govt. of India for this contract.

3.12 PATENTS :

- 3.12.1 All royalties and fees for patents covering material/equipment or processes used in executing the work shall be to the account of the bidder. The supplier / contractor shall satisfy all demands that may be made at any time for such royalties and fees.
- 3.12.2 The Supplier / contractor shall hold harmless and indemnify the Employer from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specifications and plans furnished or recommended by the Contractor.
- 3.12.3 The contractor shall promptly notify the Employer in writing if the contractor has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by the Employer of any information, recommendation or specifications, services rendered by the Contractor.
- 3.12.4 The Contractor, in such case, shall furnish at its own cost to the owner alternative specifications or recommendations to avoid the same and without putting the owner to any additional cost.

3.13 INDEMNIFICATION:-

- 3.13.1 The Contractor shall, at its own expense, defend and indemnify the owner against all third part claims of infringement of Intellectual Property Rights, including patent, trade

mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof.

- 3.13.2 The Contractor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Employer shall not pay any compensation to a third party resulting from such infringement and the Supplier shall be fully responsible for the same, including all expenses and court and legal fees.
- 3.13.3 The Employer will give notice to the Contractor of any such claim without delay, shall provide reasonable assistance to the Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.
- 3.13.4 Final payment to the Contractor by the Employer will not be made while any such suit or claim remains unsettled.

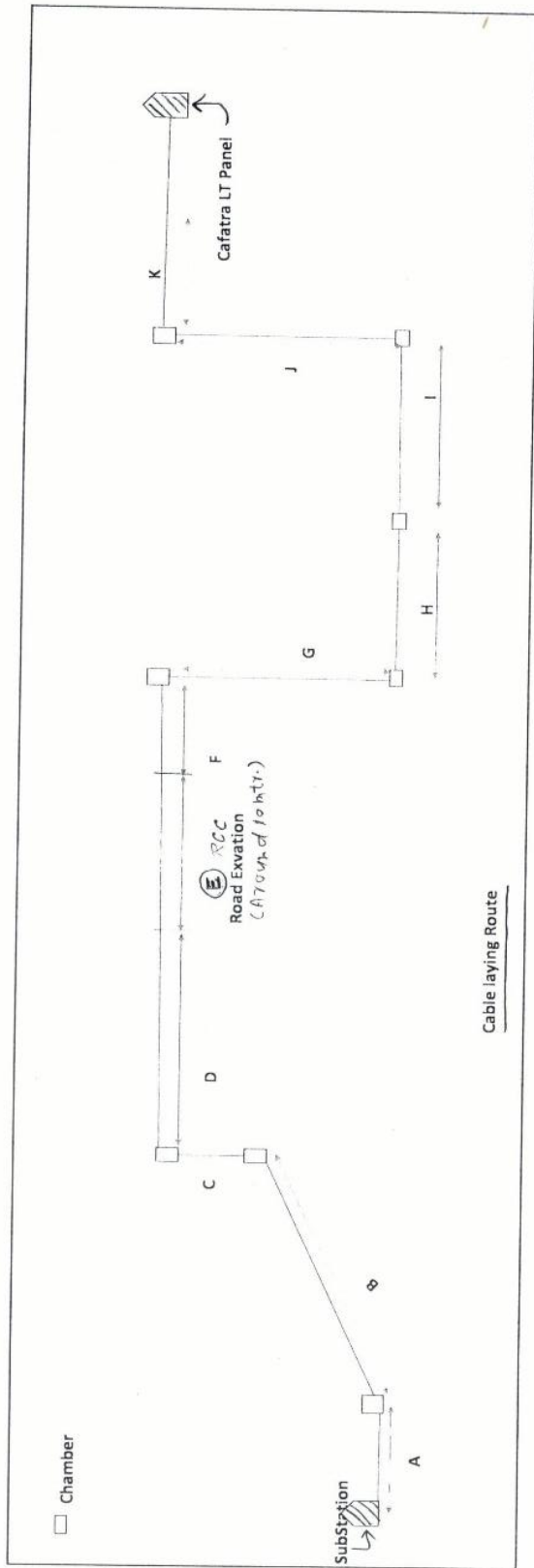
3.14 Terms of Payment:

- 3.14.1 The rates quoted by the contractor shall be on turnkey basis for complete jobs, including designing of complete system, supplying & execution as per the specification and testing, commissioning and trial run of the complete work.
- 3.14.2 Bill should be prepared and submitted by the contractor in three copies. The schedule of payment shall be as under:
 - i. **Supply of material** - Payment for 60% of value of work shall be made after receipt of material at site and on certification of Engineer in Charge.
 - ii. **After issuance of completion certificate:** Payment for 40% of total value of work shall be made after trial run, completion of training, and issuance of completion certificate. (Final Bill).
- 3.14.3 All payment shall be made in the Indian currency, only.

- 4. The complete work should be carried out as per the prescribed schedule.
- 5. **Schedule of Requirement:** The contractor shall execute the work as per the following schedule.

Sr. No.	Description	Schedule for execution of the work.
1.	Supply of Cables	Within 45 days from start date
2.	Construction of Cable trench, laying of pipe and other associated civil and/or mechanical works	Within 75 days from start date
	Laying and installation work	
3.	Testing and commissioning work	15 days from the installation

Schematic Drawing for Proposed Cable Route (3/2c x 240 Sq. mm.)



Abbreviations

- - RCC/masonry chambers expected
- HDPE pipe - A, B, C, D, F, G, H, I, (150mm dia) J & K
- GI pipe - E only (150mm dia / 6 inches)
- Capacity of HDPE & GI pipe - 6 kg / Sq. cm.



NATIONAL JUDICIAL ACADEMY

FINANCIAL BID

SECTION – VI: BILL OF QUANTITIES
For

**Providing and Supplying and Laying LT Power Cables in the
Academy premises**



Section- VI : Bill of Quantities

Bid No.: NJA/Admin/LT Cable/2017/12/

Date: 11/11/2017

Providing and Supplying and Laying LT Power Cables in the Academy premises

Name of Contractor: _____

Address: _____

Item no.	Description	Unit	Approximate Quantity	Rates Per unit (Rs.)		Amount (Rs.)
				In Figure	In words	
1	Providing, Supplying, Laying, Testing & Commissioning of XLPE insulated PVC Power LT cables with Aluminium conductor & armoured steel galvanised steel strips of 1100 V confirming to IS 7098, including laying of cable in trench/ HDPE Pipes and/or GI pipes/ covered trench system, termination of ends with necessary accessories etc. complete as per Specification at Section 5 and dismantling of existing cable.					
1.01	3 ½ Core 240 Sq. mm size XLPE insulated PVC Power LT cables with Aluminium conductor & armoured steel galvanised steel strips of 1100 V confirming to IS 7098	RM	1000			
1.02	Providing & construction of cable trenches, laying of HDPE pipe of dia. size 150 mm / 6 inches having around 6 Kg./cm sq. pressure bearing capacity and of standard approved make, work shall include the cutting of RCC road/pavement/walkway upto minimum 300 mm deep, laying the cable in pipe and refilling the same and making surface same as per existing.	RM	960			
1.03	Providing & construction of cable trenches, laying of GI pipe of dia. size 150 mm / 6 inches having around 6 Kg./cm sq. pressure bearing capacity and of standard approved make, work shall include the cutting of RCC road/pavement/walkway upto minimum 300 mm deep, laying the cable in pipe and refilling the same and making surface same as per existing.	RM	40			
1.04	Work shall also include making masonry/RCC chambers at the locations of change in alignment & levels.	Nos.	10			

Note: 1. The rates quoted shall be inclusive of all materials, adhesive, labour, electricity, power equipment, tools/ tackles, centering, shoring, lifts, leads, scaffolding etc. & all taxes, duties, levies & cess. All materials are to be supplied by the contractor unless otherwise stated. The quantities shown against the various items are indicative therefore may vary individually as per site conditions & instructions of site in charge.

Date:

Contractor's Signature & Seal



National Judicial Academy

Section- VII

FORMS OF SECURITIES

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

Annexure- A: Bid Security (Bank Guarantee)

Annexure- B: Performance Bank Guarantee

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called “the Bidder”) has submitted his bid dated _____ [date] for ‘Providing and Supplying and Laying LT Power Cables in the Academy premises’ [name of Contract] (hereinafter called “the Bid”).

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

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

THE CONDITIONS of this obligations are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 25 of the Instructions to Bidders(ITB);

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

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

DATE _____ SIGNATURE OF THE BANK _____
WITNESS _____ SEAL _____

[Signature, name and address]

Note:

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

PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

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

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