

BID DOCUMENT

Category- 06 Catering Services

Execution and Facilitating the Catering Services
in
the Academy Premises



NATIONAL JUDICIAL ACADEMY

Suraj Nagar, Bhadbhada Road, BHOPAL, 462044 (MP)
Tel- EPABX : 0755- 2432500, 2696669, Fax- 2696904



NATIONAL JUDICIAL ACADEMY

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

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Category -06 Catering

Execution and Facilitating the Catering Services in the Academy Premises

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NATIONAL JUDICIAL ACADEMY
P.O. Suraj Nagar, Bhadbhada Road, Bhopal, 462044 (MP)
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INVITATION FOR BID

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

Date : 08th February, 2010

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

No.	Category	Name of service	Nature of Contract	Estimated Bid Price (in Lacs)	Cost of bid document	Bid Security (In Rs.)
1	Transportation	Execution and Facilitating the Transportation (Taxi) Services.	Annual Contract	42 Lacs	2000.00	84,000/-
2	Catering	Execution and Facilitating the Catering Services in the Academy Premises	Annual Contract	90 Lacs	2000.00	1,80,000/-

Bidding document can be obtained by the prospective bidder on payment in cash or through Demand Draft in favour of “**National Judicial Academy**” payable at Bhopal from the Academy up to **04-03-2010, till 11:30 hours**, during working hours (Academy observes Wednesday as weekly holiday and Tuesday half day working) or can be downloaded from our website www.nja.gov.in or www.tenders.gov.in.

1. Bid must be delivered to Academy on or **before 14.30 hours on 04-03-2010** and will be opened on the same day as per time given in the respective bid document in the presence of the bidders who wish to attend.
2. Other details can be seen on Bid document.
3. The Employer has the right to reject any or all Bids without assigning any reason.

Registrar
National Judicial Academy

INFORMATION TO BIDDER FOR OBTAINING BID DOCUMENT

1. Bid document can be purchased by the prospective bidder on payment of Bid document fee in cash or through Demand Draft in favour of “National Judicial Academy” payable at Bhopal from the office of the Registrar, National Judicial Academy up to **11:30 hours on 04-03-2010 during working 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 04-03-2010** and will be opened on the same day as per time given in the respective bid document, 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 web site www.nja.gov.in or www.tenders.gov.in
4. The cost of bidding document shall be submitted by the bidder at the time of submission of the bid as prescribed at (1), if bid document is obtained from web site.

Registrar
National Judicial Academy



NATIONAL JUDICIAL ACADEMY

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

Tel- EPABX – 0755- 2432500, Fax- 2696904

Bid No. : NJA/Adm/Service-06/

Date : 08th February, 2010

INVITATION FOR BIDS- CATERING SREVICES

Sealed Bids are invited from experienced professional Catering agencies for Execution and Facilitating the Catering Services in the Academy Premises as per the requirement indicated in the Bid document on Annual Contract Basis.

Name of work	Approx. Value of Work	Bid Security	Cost of bid document	Period
1	2	3	4	5
Execution and Facilitating the Catering Services in the Academy Premises	Rs. 90 lacs	Rs. 1,80,000/- 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. 2000/-	Annual Contract Basis

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 04-03-2010** during working hours or download the same from web site www.tenders.gov.in or www.nja.gov.in (Academy observes Wednesday as weekly off and Tuesday as Half day). The bid must be submitted on or before **14.30 hours on 04-03-2010**. The bids shall be opened on **04-03-2010 at 16:00 hours** in presence of the bidder's representative who chooses to attend at the office of Registrar, National Judicial Academy, Bhopal. The Employer has the right to reject any or all Bids without assigning any reason(s).

Registrar



NATIONAL JUDICIAL ACADEMY
 P.O. Suraj Nagar, Bhadbhada Road, Bhopal, 462044 (MP)
 0755- 2432500, Fax- 2696904

Technical Bid

Execution and Facilitating the Catering Services
 in the Academy Premises

DOMESTIC COMPETITIVE BIDDING

BID NO. : NJA/Adm/Services-06/

Dated : **08th February, 2010**

Name of Work	Execution and Facilitating the Catering Services in the Academy Premises
Estimated Cost	Rs. 90 Lacs
Bid Security (Earnest Money Deposit)	Rs. 1,80,000/-
Period of sale of Bidding Document	Up to 04 th March, 2010 till 11:30 hours
Time & Date of Pre Bid Conference	18 th February, 2010 at 11:30 hours
Last Date and Time for receipt of Bids	14:30 hours on 04 th March, 2010
Time and Date of Opening of Bid	04 th March, 2010 at 16:00 hours
Place of Opening of Bid	National Judicial Academy, Bhopal
Officer Inviting Bid	Registrar, National Judicial Academy

Check List to be submitted along with Bid documents

1. Enclosed Money Receipt of cost of Bid document or Bankers Cheque /DD.
Yes / No

2. Bid Security should have the validity period as mentioned under clause no. 15.1 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.
Yes, Rs. _____ in _____ form valid up to _____ enclosed.

3. 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

4. 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 2.
Yes / No

5. 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

6. The value of work and period shown are distinctively for the service provided in the area of Catering Services.(Ref. Sec. 1.3 & 2.1)
Yes / No

7. The annual turnover to be shown is only for the services of Catering Services and value of no other services included in it.(Ref. Sec.2.1 & Tech-3)
Yes / No

8. Copies of Registration certificate under various Statutory, laws viz. PAN, TIN, ESIC, EPF, Labour license etc., whichever is applicable to carry out the services, are enclosed as Annexure.(Ref. Section-2)
Yes / No

9. Supporting documents to prove the financial standing is enclosed as Annexure. (Ref. Sec.2.1 & Tech-3)
Yes / No

10. Declaration under clause 3.5 of section-I of bid documents is enclosed as Annexure.
Yes / No

11. Statement regarding details of pending litigation and Bankruptcy is enclosed as Annexure.
Yes / No

-
12. Copy of valid license to run Catering Services is enclosed. **Yes / No**
13. Copies of all enclosures are self attested. **Yes / No**
14. Statement regarding correction/modification is enclosed as Annexure. {Ref. Sec.1.21} **Yes / No**
15. Authorization to seek references from Banker is enclosed as Annexure. {Ref. Sec-1.3.2(c)} **Yes / No**
16. Audited Balance Sheet / Profit & Loss Statement for the period 2006-2007 to 2008-2009 is enclosed as Annexure_____ showing value of Catering Services separately (Ref. Sec.2.1) **Yes / No**
17. Documentary proof for minimum required experience and value of similar type of work performance along with the list of clientele is enclosed as Annexure_____ (Ref. sec. 1.3 & 2.1). **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, which ever 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

- 1. Name of Firm / Organization : _____
- 2. Status of the Firm / Organization (support the documents) : Proprietary / Partnership/Company/ Government/ Joint Venture / Other (specify) _____
- 3. Registration/ License no. of the firm/or organization : _____
- 4. Postal Address _____

- 5. Telephone No.(s) : _____
- 6. Fax No. : _____
- E -mail : _____
- 7. Web site : _____
- 8. Year of Establishment : _____
- 9. Activities/ Services Offered : _____
- 10. Name of the Principal/ Head of Organization : _____
- 11. PAN : _____
- 12. Registration no. & validity of registration certificate for catering services. _____
- 13. TIN : _____
- 14. Labour License No. : _____
- 15. EPF Registration No. : _____
- 16. ESIC Registration No. : _____
- 17. Service Tax Registration details : _____

Date
Place

Signature of Authorized Signatory
Seal

Note : If the agency is not having details of any item mentioned above, please quote reason for the same.

Signature of Contractor



SECTION - : I - INSTRUCTIONS TO BIDDERS (ITB)

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SECTION I - INTRUCTIONS TO BIDDER (ITB)

1. Scope of Bid

- 1.1 The National Judicial Academy (referred to as Employer in these documents) invites bids for Execution and Facilitating the Catering Services in the Academy Premises (as defined in these documents and referred to as "Service/ Services or the Works") detailed in the table given in IFB.
- 1.2 The successful bidder will be expected to provide the services during the specified contract period on Annual Contract Basis (or extended period on mutual consent) as described in the contract data.
- 1.3 The general contract date, character and the scope of the work is illustrated and defined by the Specifications and the Bill of Quantities here with attached and as shown in the drawing (wherever applicable)/ Contract data.

Source of Funds

- 1.4 The Academy is fully funded by the Government of India and has sufficient funds in Indian currency for execution of the Services.

2. Eligible Bidders

- 2.1 The invitation for Bids is open to all firms/ organizations/ Contractor/ agencies of repute who have minimum three years experience of providing similar type of services.
- 2.2 The turnover for last financial year should not be less than 40.00 lacs and in the preceding 3 years it should not be less than 25 lacs in each year. Also the bidder must have successfully executed one contract of catering service in any hotel/ Academy/ organization with an annual contract value of not less than Rs. 25 lakhs during the last 3 years. The contract as required above should be to provide catering services for breakfast, lunch, tea and dinner to the guests in any institution/ Hotel / organization with provision of room service with in the premises of the institution/ organization/ hotel etc. In case of bid from any hotelier, the value of catering services will only be taken into consideration.
- 2.3 If Government owned/ controlled organization is willing to participate, they will have to produce a certificate of competent authority authorizing it to participate in the tender.
- 2.4 The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practice issued by the Academy in accordance with sub clause 31.1

3. Qualification of Bidder:

- 3.1 All bidders shall provide in Section - II qualification information in prescribed format regarding average annual turnover (AATO), experience in similar work, details of key personnel, plants and equipments and proposed methodology.
- 3.2 The bidder should, however, undertake their own studies and furnish with their bid a detailed methodology supported with equipment & man power planning and its deployment duly supported with broad calculations and quality control procedure proposed to be adopted, justifying their capability of providing such services over the contract period. All bidders shall include the following information and documents with their bids in Section II.
 - a. Copies of original documents defining the constitution or legal status of the firm / organization, place of registration, and principal place of business, power of attorney of the authorized signatory of signing the Bid.
 - b. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's report for the past three years.
 - c. Authority to seek reference from bidder's banker, if required.
 - d. Information regarding any litigation, current or during the last Five years, in which the bidder is involved, the party concerned and disputed amount.

- 3.3 To qualify for the contracts or the package of contract for which the bids are invited in the IFB, the bidder must qualify in his technical bid evaluation.
- 3.4 Even though the bidder meet the above qualifying criteria, they are subject to be disqualification if they have;
 - (a) Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
 - (b) Record of poor performance such as abandoning the works, not properly completing / performing the work, inordinate delay in completion, litigation history, or financial failure etc.
 - (c) In the case of any agency that have previously provide to NJA, such services, should have provided it satisfactorily in the sole opinion of NJA, failing which the bid can summarily be rejected.
- 3.5 Please furnish a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with any employee of the Academy or any other entity that has prepared the design, specifications and other documents for the contract.
- 3.6 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

4. One Bid per Bidder

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

5. Cost of Bidding

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

6. Site Visit

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

7. Content of bidding Documents

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

8. Clarification of the Bidding Document

- 8.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing. The Employer will respond to any request for clarification which he received earlier than 7 days prior to the dead line for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but with out 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, 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.
- 10.1 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Employer may extend, if necessary, the dead line for submission of bids.

11. Language of the Bid

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

12. Documents comprising the Bid

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

14. Bid Validity

- 14.1 The Bid shall remain valid for the period not less than 120 days after the last date of bid submission.
- 14.2 A bid submitted for a bid validity of shorter period may be rejected by the Employer as non responsive.

- 14.3 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for specified additional period. The request and the bidder's response shall be made in writing. The bid security provided under clause 15 shall also be extended suitably. The bidder may refuse the request with out forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid. Bidder shall also not be entitled for any interest on the bid security amount.

15. Bid Security

- 15.1 The Bidder shall furnish, as part of his bid, a bid security in the amount as shown in Contract Data for particular category of the works and is normally to remain valid for a **period of 45 days** beyond the final bid validity period. The Bid Security shall be in favour of "National Judicial Academy" may be in one of the following form:
- a) A Bank Guaranty issued by a Commercial Bank and acceptable to the Employer in the Form given in Section- VII or another acceptable to the Employer.
 - b) FDR from any Commercial Bank in favour of National Judicial Academy in an acceptable form to the employer (FDR in joint form is not acceptable).
 - c) A certified A/c payee banker's Cheque/ Demand Draft in favour of 'National Judicial Academy' payable at Bhopal issued from any Commercial Bank. No interest or any other incidental charges shall be payable by the Employer on this account.
- 15.2 The bid security is required to protect the Employer against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Sub clause 15.6
- 15.3 Any bid not accompanied by an acceptable bid security and not secured in as indicated in sub clause 15.1 above shall be rejected by the Employer as non-responsive.
- 15.4 The bid security of unsuccessful bidder will be returned within 28 days of the end of the bid validity period.
- 15.5 The bid security of successful bidder will be discharged after he has signed the Agreement and furnished the required performance security.
- 15.6 The Bid security may be forfeited if :
- i. The Bidder withdraws the bid after Bid opening during the Bid Validity period.
 - ii. The bidder does not accept the correction of the bid price pursuant to clause 25
 - iii. The successful bidder fails within the specified time limit to
 - a) sign the Agreement
 - b) furnish the required Performance Security

16. Alternative proposal by Bidder

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

17. Format and signing of Bid

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

18. Sealing & Marking of Bid

- 18.1 The Bid shall be submitted in two separate envelopes duly marked Envelop - 1- "TECHNICAL BID" & Envelop -2- "FINANCIAL BID". The Envelope -1 will contain Employer's Bid Document (other than priced Bill Of Quantities) which will be submitted under formal forwarding letter in standard printed form (Appendix-II) addressed to the Employer interalia containing an undertaking that the Bid Document does not contain any amendment, modification or change of any type whatsoever in the Bid Documents and to any amendment issued after per-bid meeting. The Envelope- 2 will contain Priced Bill of Quantities only giving the unit price and amount against each item with grand total at the end in figures and in words.

18.2 The Bidder shall seal the bid in separate envelopes (Envelope -1 & 2) duly marking the envelopes 'Envelopes - 1 & 2'.

18.3 The Envelop shall be addressed to

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

And bear the following Identification

- i. Bid For **Catering Services**
- ii. Bid Reference No- NJA/Adm/Sevices-06/
- iii. DO NOT OPEN BEFORE -----(Date & time for Bid Opening)
- iv. Name & Address of the Bidder -----

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

19. Dead Line for submission of Bid

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

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

20. Late Bid

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

21.Modification and Withdrawal of Bids

21.1 Bidder may modify or withdraw their bids by giving notice in writing before the deadline for submission of Bid as prescribed in clause-19.

21.2 Each Bidder's modification or withdrawal notice shall be prepared , sealed, marked and delivered in accordance with Clause 17 & 18 , with the outer and inner envelops 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 Clause15.

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 as per clause-19, the Employer shall first open envelopes - 1 - Technical Bid (original) of all bids received (except those received late) including modifications made pursuant to Clause-21, in presence of the bidder or their representative who choose to attend. In the event of the specified date for bid opening being declared holiday by the employer, the Bid will be opened at the appointed time and location on the next working day.

22.2 Envelopes marked "WITHDRAWL "shall be opened and read out first. Bid for which an acceptable notice of withdrawal has been submitted pursuant to Clause-21 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 22.4 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 1- 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 22.3 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.

24. Examination of Bids and Determination of Responsiveness

- 24.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid:-
 - (a) Meets the eligibility criteria defined in Clause 3 of Section I and Clause 1 of Section II.
 - (b) Has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall 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 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non - conforming deviation or reservation.

25. Correction of Errors

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

26. Evaluation and Comparison of Bid

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

27. Award Criteria

- 27.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding Documents and who has offered the 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, incase of failure of the best evaluated bidder to provide services as per the terms and conditions of the contract, then looking to the nature of the job, his contract may be terminated on short notice and other empanelled bidders after negotiations in order of second best evaluated bid and subsequent, may be asked to provide services at mutually agreed rates.

28. Notification of Award and Signing of Agreement

- 28.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of providing and completion of the services by the Contractor as prescribed by 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 (Appendix-IV) will incorporate all correspondence between the Employer and the successful Bidder within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt of Letter of Acceptance the successful Bidder will furnish the performance security and sign the Agreement with the Employer.
- 28.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security.

29. Performance Security

- 29.1 Within, 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the contract price.
 - In the form of bank guarantee in the in the prescribed format of any Commercial Bank Appendix III (Annexure-B) or
 - In the form of A/c payee Demand Draft or FDR from any Commercial Bank in favour of National Judicial Academy (FDR in joint form is not acceptable).
- 29.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, DD or FDR, it shall be issued by a Commercial bank.
- 29.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security.

30. Assignment or Sub letting

- 30.1 The Contractor shall not without the written consent of the Employer assign this contract to any other person or and shall sub let 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 any thing of value to influence the action of a public official in the procurement process 'or in contract execution; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive 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 in eligible, either indefinitely or for a stated period of time, to be awarded a contract / contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for , or executing, the contract.



NATIONAL JUDICIAL ACADEMY

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

SECTION- II

FORMS OF BID, QUALIFICATION INFORMATION AND LETTER OF ACCEPTANCE

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CONTRACTOR'S BID

FORM OF CONTRACTOR'S BID (Covering Letter)

(TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER
along with Financial Bid)

Description of Work : Execution and Facilitating the Catering Services in the Academy
Premises

To

The Registrar
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.

We attached herewith our valid income tax clearance certificate.

Yours faithfully
(Authorized Signatory)

Name & Title of Signatory-----

Name of Bidder-----

Address-----



SECTION II -QUALIFICATION INFORMATION

1. Qualification Information

- 1.1 The bidder must have minimum three years experience of providing catering service in any Academy/ Training centers/ Guest House/ hotel/ organization/ institution etc. with the certificate of authentication by owner. The details of experience are to be furnished in form Tech- 1.
- 1.2 The bidder must own equipments required for the purpose of providing catering services. The details are to be furnished in form Tech-2A. The proof of ownership like copy of invoice etc. is essential.
- 1.3 The details of personnel proposed to be employed for the purpose of providing the services are required to be filled in form Tech-2 B indicating name, age, qualification and experience. This information is required only for key personnel and not for the support staff.
- 1.4 The average turnover for last three years is to be submitted in form Tech-3 duly supported by annual audit reports. The turnover for last financial year should not be less then 40.00 lacs and in the preceding 3 years it should not be less than 25 lacs in each year. Also the bidder must have successfully executed one contract of catering service in any hotel/ Academy/ organization with an annual contract value of not less than Rs. 25 lakhs during the last 3 years. The contract as required above should be to provide catering services for breakfast, lunch, tea and dinner to the guests in any institution/ Hotel / organization with provision of room service within the premises of the institution/ organization/ hotel etc. In case of bid from any hotelier, the value of catering services will only be taken into consideration.
- 1.5 The bidder should ensure availability minimum five qualified and trained waiters for room service in addition to the kitchen and other staff for the services. Also there will be qualified and experienced supervisor for entire management of the services. The supervisor shall be a qualified and experienced person in the relevant field with good physique. The number mentioned is minimum requirement and it is the responsibility of the bidder to engage sufficient number of staff for managing the service with out any complaint and to the entire satisfaction of the employer.
- 1.6 The Supervisor and waiter and other staff employed by the bidder for the service shall be medically and physically fit for the service and fitness certificate from appropriate medical authority should be submitted to the employer at bidders own cost.
- 1.7 The bidder must possess the valid PFA license from the appropriate authority.
- 1.8 The Bidder must submit a detailed methodology indicating the procedures of operation, quality control procedure etc. for providing the services during the contract period. For the purpose of understanding the proposed methodology, the employer has the option of calling bidders for presentation / discussion before the selection committee.
- 1.9 The Bidder must be registered under Service Tax, EPF and ESIC regulation and should possess EPF code numbers allotted by EPF Commissioner, Government of India, if applicable under statutory law.
- 1.10 Documentary evidence of adequate financial standing.
- 1.11 Bidder must possess valid license as contemplated under statutory law.
- 1.12 Bidder must possess a valid labour license from the Labour Commissioner for specific number required for the contract labour under Labour Contract Act.

All bidders shall include the above information and documents with their bids.

INFORMATION REGARDING QUALIFICATION OF BIDDERS

1.1 Constitution or legal status of Bidder (Attach copy)

- Place of registration : _____
- Principal place of business _____
- (Power of attorney of signatory of Bid (Attach)

1.2 Value of Services

Particular	Year	Value (Rs lac)
Total value of work (Only Catering Services) implementation/ performed in the last three years	2006-07	
	2007-08	
	2008-09	

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

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

** Attach Certificate(s) from the Employer.

1.4 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit etc. List them below and attach copies of support documents.

1.5 Name, address and telephone, telex and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

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

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

1.7 Statement of compliance under the requirements of Sub Clause 3.5 of the instructions to Bidders.

1.8 Proposed work method and schedule. The Bidder should attach descriptions drawings and charts as necessary to comply with the requirements of the Bidding documents. (Refer ITB Clause 3.1.)

2 Additional Requirements

2.1 Bidders should provide any additional information required to fulfill the requirements of Clause-3 of the Instructions to the Bidders, if applicable.

INFORMATION REGARDING EXPERIENCE IN SIMILAR WORKS

S. NO.	PROJECT	DESCRIPTION OF SERVICES PROVIDED	DURATION	CLIENTS	CONTACT NOS. & ADDRESS OF CLIENT	VALUE OF CONTRACT

Place
Date

Signature of authorized signatory
Seal

LETTER OF ACCEPTANCE

_____ (date)

To: _____ (name
and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the
_____ (name of
the contract and identification number, as given in the Instructions to Bidders) for the
Contract Price of Rupees _____ (amount in
words and figures as corrected and modified in accordance with the Instructions to Bidders is
hereby accepted by our Agency.

You are hereby requested to furnish Performance Security, in the form detailed in para 29.1
of ITB for an amount of Rs. _____, valid for 60 days beyond the date of completion of
work, within 21 days of the receipt of this letter of acceptance and sign the contract, failing
which action as stated in para 29.3 of ITB will be taken.

Please acknowledge receipt.

Yours faithfully,

Authorised Signature

Name and Title of Signatory

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

To _____ dated _____
_____ (name and address of the Contractors)

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB clause 29.1 and signing of the contract for the Execution and Facilitating the Catering Services in the Academy Premises at an yearly Bid Price of Rs. _____ 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 the _____ day of _____ to _____ between _____ (name and address of Employer) (hereinafter called " the Employer") and _____ (name and address of contractor) (hereinafter called "the Contractor" of the other party).

Whereas the Employer is desirous that the Contractor executes _____ (name and identification number of Contractor) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract price of Rs.

NOW THIS AGREEMENT WITNESSETH as follows:1. In this Agreement, words and expression shall assume the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.

2. 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 and complete the services during the contract period and remedy the defects therein in conformity in all aspects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and in the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, Viz.:

- i) Letter of Acceptance;
- ii) Notice to proceed with the works;
- iii) Contractor's Bid;
- iv) Contract Data;
- v) Conditions of contract (including Special Conditions of Contract);
- vi) Specifications;
- viii) Bill of Quantities; and
- ix) Any other documents listed in the Contract Data as forming part of the contract.

In witness whereof the parties have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____

Was hereunto affixed in the presence of:

Signed Sealed and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In presence of

FINANCIAL STATUS OF ORGANISATION

Financial reports for the last three years balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation) etc to be submitted along with this information.

1. Name of Firm/Organization

2. Bankers (Name and Postal address Tel. No.).

3. Capital
 - (a) Authorized
 - (b) Issued, subscribed and Paid up

4. Financial turnover of Firm / Organization.
(For last 3 year only)

Year	06-07	07-08	08-09	Average Turnover
Turnover (Rs. In Lakh)				

(Note: Attach Supporting Documents)

5. Audited Balance sheets and Profit and loss a/c along with schedule forming part of it for the last 3 years

6. Have you been declared bankrupt? If so please A) Yes B) No
Give details separately.

7. Income Tax Clearance certificates/ Self certified copies of Income Tax returns for last three years to be enclosed.

Place
Date

Signature of authorized signatory
Seal



NATIONAL JUDICIAL ACADEMY

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

SECTION-III

GENERAL CONDITIONS OF CONTRACT (GCC)



SECTION: - III - GENERAL CONDITIONS OF THE CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer or his nominee will provide instructions clarifying queries about the Conditions of Contract
- 2.2 If the sectional completion is specified in the Contract Data reference in the Condition of the Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works)
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - a. Agreement
 - b. Letter of Acceptance and notice to proceed with works
 - c. Contractor's Bid
 - d. Contract Data
 - e. General Conditions of Contract including Special Conditions of Contract
 - f. Specification of Works, Scope of Works
 - g. Drawings / Details
 - h. Bill of quantities and
 - i. any other documents listed in the Contract Data as forming part of the Contract.

3. Language and Law

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

4. Communications

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

5. Joint Venture

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

6. Other Contractors

- 6.1 The Contractor shall co-operate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.
- 6.2 Subcontracting is not allowed.

7. Personnel

- 7.1 The Contractor shall employ / nominate the key personnel / Project Manager in the Schedule of Key Personnel - Tech 2B to carry out the functions stated in the scope of works. The Employer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 7.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within two days and has no further connections with the work in the Contract.

8 . Employer's and Contractor's Risks

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

9. Employer's Risk

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

- a. Prevent loss or damage to physical property from occurring by taking appropriate measures or
- b. Insure against.

10. Contractor's Risks

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

11. Insurance

- 11.1 The Contractor shall have the insurance cover from the Start Date to the completion of the work , for the following events which are due to the Contractors risks:
 - a. loss of or damage to the Works, Plant and Materials
 - b. loss of or damage to Equipment, loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
 - c. personal injury or death.

12. Contractor to Construct the Works.

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

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

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

14 Approval by the Employer

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

15. Safety

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

16. Discoveries

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

17. Possession of the Site

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

18. Access to the Site

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

19. Instructions

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

20. Arbitration.

- 20.1 Any dispute between the parties to the agreement shall be finalized by negotiation between both the parties and if an amicable settlement is not reached, then the dispute shall be referred to the sole Arbitrator who would be The Director, National Judicial Academy, Bhopal and the award / decision given by him shall be final and binding on both the parties.
- 20.2 The arbitration proceedings shall be conducted in accordance the Indian Arbitration and Conciliation Act 1996.
- 20.3 Neither party shall be limited in the proceedings before such arbitrator to the evidence nor did arguments already put before the employer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations / decision. No such recommendations/ decision shall disqualify the Employer or his nominee, as the case may be, from being called as a witness and giving evidence before the arbitrator or any matter whatsoever relevant to the dispute.
- 20.4 The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the Contractor shall be continued to be made as provided by the contract.
- 20.5 Arbitration proceedings shall be held at National Judicial Academy, Bhopal.
- 20.6 All arbitration awards shall be in writing and shall state the reasons for the award.
- 20.7 Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

21. Program

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

22. Identify Defects

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

23. Tests.

- 23.1 If the Employer or his nominee instructs the Contractor to carry out a test not specified in the Specification to check whether any food item has any ingredient not as per specification and the test shows that it does the Contractor shall pay for the test and any samples.

24. Correction of Defects

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

25. Uncorrected Defects

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

26. Bill of Quantities

- 26.1 The Bill of Quantities shall contain items to be supplied for catering services by the Contractor.
- 26.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 26.3 If requested by the Employer or his nominee where the quoted rate (s) of any item(s) is abnormally high, the Contractor shall provide the Employer or his nominee with a detailed cost breakdown of such rate in the Bill of Quantities.

26.4 Escalation

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

27. Variations.

- 27.1 All variations in the quantities of different items of works from the bill of Quantities shall be done only with the prior approval of the Employer.
- 27.2 If the quantities of the individual item vary by more than 25% of the quantities stated in the BOQ the rate for such additional work shall be decided on mutual agreed rate.
- 27.3 In case of service providing contracts the duration of the services may be increased on mutual agreement.
- 27.4 All Variations shall be included in updated Programs produced by the Contractor.

28. Payments for Variations.

- 28.1 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.
- 28.2 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:
 - i. Market rates of materials and labour, hire charges of plant and machinery used, plus 10% for overheads and profits of contractor.
- 28.3 If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till date-mutually agreed).
- 28.4 If the employer asks for services of any item not provided in the bill of quantity, the rates for such item shall be decided upon mutual agreement.

29. Payments

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

30. Tax

- 30.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales, service and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of, such taxes at sources as per applicable law. For this purpose, the tax component of the total quoted price may be specified separately by the Contractor in the bills.

31. Subsequent Legislation

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

32. Retention

- 32.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.
- 32.2 Retention Money shall be deducted at 5 % from Running Bills subject to a max. of 5 percent of the contract price. Retention money shall be refunded after issue of No defects certificate/ no dues, as the case may be .This amount can be substituted by on demand Bank Guarantee.
- 32.3 The service/ work are subject to supervision of the authorized representative of Employer. If any irregularity is observed will entail penalty as defined as "**Penalty**" clause of Section-V.

33. Liquidated Damages

- 33.1 Incase any food item is not found as per standards prescribed norms or is not served in time, the total price of the item(s) will be disallowed.
- 33.2 In case of service providing contract, if the contractor fails to provide services in time at short notice the employer shall get the same done from the open market and the cost incurred on this shall be recoverable from the contractor in addition to penalty.

34. Advance Payment

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

35. Secured Advance

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

36. Security Deposit

- 36.1 The security Deposit shall consist of two part:
- a) Performance Guaranty to be 5% of the Contract amount and submitted at award of work in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, bank Guarantee from a commercial bank in an acceptable form pursuant to Clause 29 of Section - I.
 - b) Retentions money should be deducted at 5% from running bills pursuant to clause 32 of section-III.

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

- 36.2 The performance guaranty should be released within 14 days of issue of completion certificate. Retention Money will be released after completion of Defect Liability period. The Retention money may be substituted by an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, bank Guarantee from a commercial bank in an acceptable form.
- 36.3 The Performance Security 5% of the Contract amount shall be provided by the Contractor to the Employer not later than 28 days from the letter of acceptance and shall be issued in the said amount and on approved form and by a bank or surety acceptable to the Employer and denominated in Indian Rupees. The Performance Security shall be valid until a **date 60 days from** the day of expiry of completion time.

37. Cost of Repairs

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

38. Completion

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

39 Taking Over

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

40. Final Account

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

41. Termination

- 41.1 The Employer or the Contractor may terminate the Contract if the other party causes fundamental breach of the Contract.
- 41.2 Fundamental breaches of Contract include, but shall not be limited to the following:
 - i. The Contractor stops work for 7 days when no stoppage of work is shown on Program and the stoppage has not been authorized by the Employer.
 - ii. The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
 - iii. The Employer or his nominee gives Notice that failure to correct a particular defect / unsatisfied services is a fundamental breach of Contract and the Contractor fails to correct it within a period of time determined by the Employer.
 - iv. The Contractor does not maintains a security which is required.
 - v. The Contractor has delayed the completion of works by the number of days for which maximum amount of liquidated damages can be imposed / or delay / stop the execution of services which affects the training program or reputation of the Academy.
 - vi. If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 41.3 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

42. Property.

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

43. LABOUR

- 43.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labor, 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 labor from time to time employed by the Contractor on the Site / work place and such other information as the employer may require.

44. COMPLIANCE WITH LABOUR REGULATIONS:

- i. 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 .*

II. 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 Catering agency and the NJA. Payment of Provident Fund, ESIC, minimum wages, workman compensations bonus and gratuity Leave etc. of the Catering Personnel wherever applicable will be the sole responsibility of the Catering 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.

45. Employer or his nominee's Decisions

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

46. Delegation

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

47. Site Investigation Reports

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

48. Queries about the Contract Data.

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

49. Extension of the Intended Completion Date

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

50. Delays Ordered by the Employer or his nominee

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

51. Management Meetings.

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

52. Early Warning

- 52.1 The Contractor is to warn the Employer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the service, increase the Contract Price or delay the execution of Services. The Employer or his nominee may require the Contractor to provide an estimate of the expected effect of the event or circumstance on the Contract Price. The estimate is to be provided by the Contractor as soon as reasonably possible.
- 52.2 The Contractor shall cooperate with the Employer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Employer or his nominee.



NATIONAL JUDICIAL ACADEMY

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Tel- EPABX – 0755- 2432500, Fax- 2696904

SECTION- IV

CONTRACT DATA



SECTION IV- CONTRACT DATA

Bid ref: NJA/Adm/Services-06/

The Works consist of

No	CATEGORY	Catering- 06
	Name of Employer	National Judicial Academy
1	Name of Works	Execution and Facilitating the Catering Services in the Academy Premises
2	Bid Security - ITB 15	Rs. 1,80,000/-
3	Last Date of submission of Bid, as per ITB 19 & IFB	Up to 14:30 hours on 04 th March, 2010
4	Date & time of Pre Bid meeting, ITB 9.	18 th February, 2010 at 11:30 hours
5	Start Date / Date of Commencement of work	Within 15 days from signing of agreement
6	Intended completion date from start date	One Year- On Annual Service Contract basis
7	Security Deposit GCC-36 of Sec-III	In the form of Performance of Guaranty and Retention Money
8	Performance Guaranty ITB 29.1 of Sec-I	Performance Guaranty to be 5% of the Contract amount and submitted at award of work as bank Guaranty/FDR/DD pursuant to Clause 29 of Section – I.
9	Retention Money GCC 32 of Sec-III	Retentions money should be deducted at 5% from monthly running bills pursuant to clause 32 of section – III.
10	Liquidated Damages GCC 33 of Sec-III	a. In case of service providing contract, if the contractor fails to provide services in time at short notice the employer shall get the same done from the open market and the cost incurred on this shall be recoverable from the contractor in addition to penalty.
11	Contract Price	Total cost of bid price.
12	Secured Advance	No secured advance payable under the contract
13	Advance payment	No advance payment under the contract
14	Escalation GCC – 26.4 of Sec-III	No escalation on prices. The price quoted should be on fixed price basis for the complete contract period and are not subject to any escalation.



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SECTION- V

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



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

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

1 Area of Scope

- 1.1 The National Judicial Academy requires to appoint an agency for catering services on annual contract basis for a minimum period of one year from the date of commencement to run the kitchen activities and room services at different places of the Academy. The Catering Services will include providing services to deliver tea / coffee, breakfast launch, dinner, working tea, high tea, special lunch / dinner program to such bona -fide judges, guests and High level dignitaries as would be inmates of the Academy.
 - i. Judge’s Guest house-1 is having 4- level building with 144 rooms having three star facilities, with corridors and pantries, reception area, Dining hall, Conference Halls, Kitchen and Various Utility rooms in basement etc complete Building for tea/coffee, snacks, breakfast, lunch & dinner.
 - ii. Jubge’s Guest House-2 having 2- level with 12suits, corridors and pantries, reception area, Dining hall, Lounge, Kitchen and Various Utility rooms etc complete Building having 5- star facilities for tea/coffee, snacks, breakfast, lunch & dinner.
 - iii. Recreation & Swimming Pool having one pantry for tea / coffee / snacks.
 - iv. Academy & Management Building - having four wings i.e. Management Building, Library, Training Center with Cafeteria for working lunch and tea as and when required.
 - v. Auditorium, 281 seat capacity, with kitchen, pantry for tea / coffee and snacks etc.
- 1.2 Academy is having its training calendar. According to calendar, training activities run on an average of 15 to 20 days in a month. During training session about 50 to 125 rooms of Judges Hostel and about 6 to 10 rooms of VIP Guest House are likely to be occupied. Catering services are normally required during training sessions only. Approximately abounded 3000-3500 participants attend the programme in one year.
- 1.3 During Non-training period, the Agency may submit its offer for running the canteen services at the designated place for Academy’s working staff on regular basis.
- 1.4 The catering Agency shall propose the methodology of catering services for the Academy and submit the program backed with, man power and equipment planning and deployment, duly supported with schedule of proposed menu.

2. Scope of Work

- 2.1 The catering agency shall maintain the standard equipments, cutlery and crockery in complete hygienic conditions using standard quality of cereals, ground nut oil, Sunflower oil, spices, vegetable, fruits etc with good nutritional value. The edible oil, other additives to be used for preparation of food shall be of standard brand (preferably approved by the FPO) and has to be got approved from the Employer.

- 2.2 Normally except the bed tea, the Breakfast, Lunch and the Dinner are to be served in dinning hall but if required, the Agency has to serve it in rooms also for all guests as per demand.
- 2.3 Catering services are to be provided in the premises of the Academy as per the instruction of the Academy.

3. Kitchen Equipment Available With the Academy at Kitchen:

- 3.1 Academies possess following Kitchen equipments. These equipment shall be issued to the Agency for carrying out the catering services.

Sr. No.	Description	Main Kitchen at Judges' Hostel	Cafeteria	VIP Guest House
1	SS Tables of different sizes for different applications	35	14	12
2	SS Water cooler 300 glass	3	1	1
3	SS Salamander	1	1	1
4	Juice Extractor	1	1	1
5	SS Water boiler	2	2	1
6	SS Milk Boiler	2	2	1
7	Aluminum Vertical Storages / racks of different sizes	29	4	6
8	SS Vertical fridger	4	3	2
9	SS Trolleys of different sizes	4	-	-
10	Deep Fat Fryers- (Two tank)	2	2	-
11	SS cooking range - three burner	1	-	-
12	SS table with cooking range	1	-	1
13	Three Burner cooking range with chines	1	1	-
14	Three Burner cooking unit	-	1	-
15	Chapatti plate with puffer	1	1	1
16	Tandoor - Twin type	1	1	-
17	Idli steamer	-	1	-
18	SS Bain-marie with compartment	1	1	-
19	SS Masala grinder	1	1	-
20	Electronic Weighing Scale up to 50 Kg capacity	1		-
21	Electronic Weighing Scale up to 5Kg capacity	1	-	-
22	SS Bulk rice cooker	1		-
23	Gas Bank with 32 cylinder capacity	One unit 32 cylinder capacity	One unit 16 cylinder capacity	One unit 16 cylinder capacity
24	Three Décor baking oven	1	-	-
25	Incetocuter Industrial Type	8	4	4
26	Dish washing machine of Eurotech make	1	-	-
27	Microwave Oven for baking & cooking	03	-	-
28	SS cutlery storage unit	1	-	-
29	Pot Racks for clean / Dirty	4	-	-
30	SS clean / Dirty rack	6	4	-
31	SS sink unit for washing	1	2	1
32	Garbage Trolley	1	2	1
33	Toaster		1	1

- 3.2 Quantities of machines mentioned above will be made available by Employer to the agency for the works. Remaining quantity, or other equipments / machines required to execute the catering service shall be arranged by the Agency.
- 3.3 The Agency will consider while quoting the prices that the kitchen equipment available with the Academy will be issued with out any charges. The Contractor shall ensure that the kitchen equipment are utilized and in operation.
- 3.4 The Agency shall return back the equipments in intact and working condition after completion of Contract of work.
- 3.5 The maintenance required for the machines supplied by the Employer will be borne by the contractor.
- 3.6 If it is found that any break down / damage occurred in equipment due to negligence of the Agency/ worker of the Agency, the Agency will be liable to compensate and expenses recovered from monthly bill of the Agency.

4. Catering Equipments to be Arranged By the Agency

- 4.1 All equipment (except mentioned in clause 3), cutlery crockery, utensils, raw material for cooking, LPG gas Commercial only/ fuel (Blue Gel), packaging material, signage's, staff etc required for running catering services shall be arranged by the Agency. Crockery and cutlery should be of good branded quality Standard size and the should be white in color light in weight.
- 4.2 The machines / equipments / utensil etc. deployed as agreed under the contract shall be kept inside the Academy premises and maintenance, repair and upkeep of the machine shall be the responsibility of the Agency.

5. Uniform

- 5.1 The Contractor has to provide a distinct uniform to its workman different from the employees of employer. The uniform shall be kept in neat, tidy and wearable condition. For steward waist coat, name plate, proper shoes and bow will be the integral part of uniform. For Chef, Chef Cap, Chef Coat, Apron, proper shoes and name plate will be the integral part of uniform.

6. Commencement & Completion of Work

- 6.1 The Agency will start work within 15 days from the date of issuance of work order. The initial contract shall be for one year. The contract period may be extended for further period on mutual agreement.

7. Penalty

- 7.1 In case the services provided by the contractor are found to be unsatisfactory or if any incidence of misbehavior by the staff of the Agency is reported or service is not provided in time, then the Employer may impose a penalty upto Rs. 1000/- per such case
- 7.1 In case the quality of food provided is found to be sub-standard, the Employer shall be at liberty to impose a penalty upto 50% of the cost of food for such individual occasion, in addition to disallowing the payment of item(s).
- 7.2 If the contractor fails to maintain high standard of cleanliness and hygiene in the Kitchen area as well as in the service area penalty of Rs. 1000/- per case shall be imposed.
- 7.3 In case of the service provider delayed in serving the meals at any meal period in such case the employer may impose penalty upto Rs. 1000/- in addition to disallowing the payment of items.

8. Quality Work

- 8.1 The contractor will get the menu from the employer for all the training sessions before two days of commencement of training starts.
- 8.2 It will be the responsibility of the contractor to maintain high standard of cleanliness of the kitchen, dining hall and pantries and to ensure that cleanliness and hygiene is maintained to the satisfaction of the employer.
- 8.3 The failure to employ adequate number of persons resulting in sub-standard services will be considered as breach of the terms and conditions under the agreement.
- 8.4 The staff employed by the Agency to run its catering operation must be free from communicable disease and is otherwise medically fit. If the employer on the basis of medical examination reaches an opinion that any employee of the contractor is medically unsuitable for work in the food industries he may demand the contractor to replace that individual from work place immediately and the later shall abide by that decision.

9. Water / Electricity

- 9.1 Water & Electricity will be provided by employer free of cost for the execution of work. However, the Contractor shall be under obligation to provide potable water in packed dispenser for breakfast, working tea/coffee, lunch and dinner and at Yoga Centre, and Recreation Centre without any extra cost for the same.

10. Safety Measures

- 10.1 The Agency shall abide by the governing laws and safety measures for carrying out catering services and shall ensure that his own workman and other people are not put to any risk due to its activities.

11. Terms of Payment

- 11.1 No mobilization advance and secured advance will be paid.
- 11.2 Bill should be prepared and submitted by the contractor in three copies.
- 11.3 The contractor should submit final bill within 15 days of issue the completion certificate. Catering in charge of the Academy will check the bill and the Academy release the payment within 30 days from the date of submission of final bill.

12 Manpower

- 12.1 The Contractor has to employ sufficient number of manpower for efficient performance of contractual obligations. The manpower will invariably include at least One Qualified and well experienced supervisor for management of services and a minimum of five trained waiters as lay over staff for room services, one well experienced Chef in addition to other required staff.



NATIONAL JUDICIAL ACADEMY

FINANCIAL BID

SECTION - VI - BILL OF QUANTITIES

For

**Execution and Facilitating the Catering Services
in
the Academy Premises**



SECTION VI - FINANCIAL BID / BILL OF QUANTITIES & CONTRACTORS'S BID / FORM OF BID

PROVIDING AND FACILITATING THE CATERING SERVICES IN THE ACADEMY PREMISES

Annex. 'A'

Item No	Specification	Unit	Rate (In Figure) Rs.	Rate (In Words) Rs.	Amount Rs.
1.	Fruit Basket - The fruit basket shall contain at least 3-4 types of fresh fruits with of good quality, such as Cheeku /Pear/ Apples / grapes (Green or Black) / bananas / oranges or other seasonal fruits (total wt. 400 gm.). The fruit basket shall be properly wrapped with gelatin film and contain a small knife & Fork and will be placed in the rooms as per the instructions before the arrival of the guest.	No.			
2	Bed Tea / Coffee				
2.01	Bed tea / coffee will termed as readymade tea / tea bags / lemon tea / ginger tea, with or with out milk, served in flask with cup and saucer. Tea / coffee may also served as pot tea / coffee with separate milk , boiled water, tea bags, sugar cube / pouch. The sugar free tab will be the part of tea, as and when required. The Bed tea / coffee will be served in rooms.	Cup			
2.02	1 st -Working tea (forenoon) - Tea / coffee with assorted biscuits, or Cookies of good quality.	Cup			
2.03	2 nd -Working tea (afternoon)- Tea / coffee with any one of hot snacks such as assorted pakora / samosa / kachori / assorted cookies/cocktail pizzas, /cheese cherry-Pineapple sticks/ plain dhoklas, mithi mathari / pan pizza with chutny or Sauce etc. as per instructions .	Cup			
2.04	High tea- Tea, Coffee, soft drink /fresh juice or Canned Juice, along with two Types dishes of snacks including One Indian, one dish of good quality of Bengali sweet and Roasted Dry fruit etc. as per instructions.	Plate			

Item No	Specification	Unit	Rate (In Figure) Rs.	Rate (In Words) Rs.	Amount Rs.
3	BREAK FAST				
3.01	Breakfast Contains: Tea/ Coffee/, Porridge with milk or Cereals with milk, Bread with Butter, Jam, Marmalade, One Egg preparation (Omelets, Boiled etc.), One South Indian dish, One North Indian dish, curd and Assorted cut Fruits type (apple and banana may be served in whole size).	Plate			
4.	LUNCH / DINNER				
4.01	Lunch Menu - One Soup with bread loaf or stick or Lassi, Jaljeera etc. One Salad Two seasonal Vegetable(dry or gravy) One Dal (Lentil) One Sambhar or rasam or Kadi Pakoda One boiled or sauté vegetable. One Plain rice/jeera rice/vegetable pulao. Roti (Tawa/tandoori), One non veg.dish i.e. Chicken curry or tandoori chicken/mutton curry/fish curry/Egg curry/fried fish or grilled fish. Pickle, papad, Chutney, Cruet Set (Salt, Pepper), thick creamy Curd, One dessert/Sweet/Ice-cream and vegetable sandwich with tomato ketchup as per instructions.	Plate			
4.02	Dinner Menu- One Soup with bread loaf or stick One Salad. Two seasonal vegetable Dry or gravy One boiled or sauté vegetable. Dal (Mix/plain/arhar). One Sambhar or rasam or Kadi Pakoda One non veg. dish i.e. Chicken /mutton /fish /Egg (Curry or roasting or grilling or frying). Plain rice and pulao or biryani veg. Roti (Tawa/tandoori/puri), Pickle, papad, Chutney Cruet Set (Salt, Pepper), thick creamy Curd and Raita/Pachdi. Dessert/sweet- Ice cream/Kulfi/good quality Bengali sweet/Halwa as per instructions.	Plate			

Item No	Specification	Unit	Rate (In Figure) Rs.	Rate (In Words) Rs.	Amount Rs.
4.03	<p>Special Dinner - Soup One Veg. One dish of cottage cheese with thick gravy Salad Two type. One seasonal vegetable (with gravy or Dry). One Live Tawa vegetable (Eight type Canned or fresh vegetable as per instruction). One boiled or sauté vegetable. One Sambhar or rasam or Kadi Pakoda One non veg.dish i.e. Chicken curry or tandoori/mutton curry or kabab/fish curry or grilled/ fried fish live cooking/Egg curry. Two type rice preparation One plain and one pulao or biryani etc. Roti (Tawa/Puri/Tandoori/Nan, Missi Roti etc), Aloo Tikki with choley, (with green and shonth chutney,plain sew,curd) or Choley kulche, or Paw Bhaji or Pani Puri. Pickle, papad, Chutney, thick creamy Curd, Two type -Dessert/sweet/Ice cream Different flavours /matka Kulfi/Faluda etc. and one good quality Bengali sweet/Halwa as per instructions. Note : The contractor will arrange necessary tables & transportation etc. as per requirement.</p>	Plate			
4.4	Extra rate for desserts (ice cream / kulfi / good quality Bengali sweet/halwa), etc. as per the instruction				
4.5	Extra rate for snacks such as assorted pakora / samosa / kachori / pizza/ Khaman etc. as per instructions				
5.	Continental Lunch / Dinner				
5.1	<p>Soup with bread loaf / sticks, One veg and one non veg salads, One Potato dish One conti. Veg One non-veg. with accompaniments Pasta preparation. Bread , rice Dessert-pudding etc. as per the instruction</p>	Plate			

Item No	Specification	Unit	Rate (In Figure) Rs.	Rate (In Words) Rs.	Amount Rs.
6	Packed food				
6.01	Packed Lunch for Guest				
	Plain paratha or roti - 4 piece (30 gm each), chapatti, one vegetable(80 gm, curd(80 ml) ,dal (80 gm), pickle, salad(50 gm) rice(150 gm), one piece good quality sweet(80 gm), as per the instruction. The food shall be Machine packed with food grade material.	No.			
6.02	Packed Lunch for staff. Rotti - 6 pieces (30 gm each), Lentil (dal, 80gm), one seasonal veg with out gravy, curd, pickle, rice (150gm). The food shall be packed with food grade material	No.			
7	Misc Items				
7.01	Package drinking Water (ISI certified) Aqufina/bisleri/kinley/Kingfisher or equivalent.				
(a)	One liter package drinking water bottle confirming Indian Standard, to be placed in rooms, conference table as per instructions.	No.			
(b)	Approximate 500 ml drinking water bottle conforming Indian standard, to be placed in room, conference table as per instructions.	No.			
7.02	Fresh fruit Juice - 240 ml of glass as per the instruction.	No.			
7.03	Milk per glass (240 ml) with/without sugar etc, as per the instruction	No.			
7.04	Water Dispenser 20 ltr. Portable packaged drinking Water (ISI certified) Aqufina/bisleri/kinley/Kingfisher or equivalent. Including counter & glass arrangement as per instruction.	No.			

7.05	A La Carte Menu for the on demand (not the part of Financial Bid). To be served on demand on chargeable basis, not be part of approved daily menu, including room service.			
	1. Tea/Coffee per cup			
	2. Lassi (240ml)			
	3. Fresh Lime Water(240ml)			
	4. Milk (240 ml)			
	5. Appy / Fruity Tetra Pack			
	6. Vegetable Noodles(225 gm)			
	7. Veg. sandwich (Three Slice Two Layers).			
	8. Veg. Pakoda(200 gm)			
	9. Mineral Water 1ltr.			
	10. Omlette (2 egg) and Toast (2 slice).			
	11. Bread Jam Toast 4Slice			

Note : All the food items are to be supplied as per instruction of NJA authority. Special amenities viz Tea/ Coffee bags, sugar free packets of biscuits, Sugar cubes/powder, Milk powder packet etc will be to supplied by the contractor on demand and charges for the same will be paid as per MRP and service charges to be quoted in the offer. Apple and Banana may be served in full size in assorted fruits as per instruction time to time. Raw material and ingredients used for cooking should be got approved from the employer.

Service charge for special amenities _____% of M.R.P.

Special Notes applicable for Anex. A and B.

1. Rice shall be of best grade full size Branded Basmati rice only.
2. Branded Ground nut/sunflower oil of best branded quality product shall be used of FPO mark. The oil used for cooking shall be got approved by the employer.
3. Drinking water bottle must be of ISI branded acceptable to Employer viz. Kingfisher, Bisleri, Kinley, Aquafina or equivalent approved by the employer.
4. Masala/spices should be of with best branded quality and approved by the employer.
5. The Catering services include Room services, supply of drinking water, bed tea, or any other thing on demand. Sufficient number of manpower should be provided by the contractor for all the meal periods and Room services in all respect as per directions of the employer.
6. Arrangement for supply of purified potable water during break fast, lunch and dinner to be ensured by the contractor for which no extra charges will be paid extra.
7. The bottled water or purified potable water served in the rooms and conference hall will be paid as per the contract rate.
8. Consumption or sale / possession of liquor or tobacco product is strictly forbidden to the Agency or its staff. In the event of his violation of this directive, this agreement may be terminated at no prejudice to the other side.
9. Fish used shall be as per the instruction by the employer according to the type of preparation which may include Pomfret, Sole, Surmai fish etc.

B. OFFER FOR RUNNING CANTEEN ACTIVITIES AT THE ACADEMY

Contractor may have option to submit his offer for running the canteen activities for Academy's working staff on regular basis, at a designated place. Presently about 100 to 150 staff of academy and of different agency is working. The strength of working person may increase with the time. The Employer has sole discretion to accept or to reject this option. A separate sheet may be submitted for the purpose of offer for canteen services.



NATIONAL JUDICIAL ACADEMY

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

Tel- EPABX – 0755- 2432500, Fax- 2696904

SECTION- VII

FORMS OF SECURITIES



SECTION- VII

FORMS OF SECURITIES

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

Annexure- A: Bid Security (Bank Guarantee)

Annexure- B: Performance Bank Guarantee

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____ [date] for **Execution and Facilitating the Catering Services in the Academy Premises** [name of Contract] (hereinafter called "the Bid").

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

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

THE CONDITIONS of this obligations are:

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