No.PC-36/001/FURN-RPR/NIA/2016-17/16264
National Investigation Agency
Government of India
Ministry of Home Affairs
6TH & 7TH Floor, NDCC-II
Palika Kendra, Jai Singh Road
New Delhi -110001

Dated: 28th Dec 2016

LIMITED TENDER NOTICE

The Director General, National Investigation Agency, Govt. of India, Ministry of Home Affairs, 6th & 7th Floor, NDCC-II, Palika Kendra, Jaisingh Road, New Delhi invites sealed quotations from OEMs (Original Equipment Manufacturers) or OEM authorized distributors for procurement of furniture items listed at **Annexure-I**. The furniture items are required to be delivered at NIA branch Office, House No.84, Vidhayak Colony, Raipur (Chhatisgarh).

2. The Tender Document can also be downloaded from the NIA website http://www.nia.nic.in. In this case, the Bid (Technical) should be accompanied by a Demand Draft of Rs.500/- (Rupees five hundred only) which is non-refundable drawn on any Nationalised Bank in favour of "Pay & Accounts Officer", National Investigation Agency, payable at New Delhi.

3. Sealed quotations, duly super-scribed "Quotation for supply of Furniture items for NIA Branch Office Raipur" and addressed to the undersigned, may be deposited in the Tender Box kept at Main Reception, National Investigation Agency, 7th Floor, NDCC-II, Palika Kendra, Jaisingh Road, New Delhi-01 **not later than 14:00 Hrs. on 18th Jan 2017.** The quotations may also be sent by post so as to reach the undersigned by due date and time. Quotations received after stipulated date/time shall not be entertained.

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DIG (Adm)
National Investigation Agency

Encl.: Tender Document dated 28th Dec 2016.

DETAILED INFORMATION/TERMS & CONDITIONS IN CONNECTION WITH THE TENDER FOR SUPPLY OF FURNITURE ITEMS TO NIA BRANCH OFFICE RAIPUR

Sealed Bids are invited by the National Investigation Agency, for supply of furniture items to NIA Branch Office Raipur. The time schedule is as under:-

Closing Date & Time for Receipt of Tender:	**18th Jan 2017 (14:00 Hrs.)**
Place for Submitting of Tender:	Tender Box kept at Main Reception, National Investigation Agency, 7th Floor, NDCC-II Jaisingh Road, Palika Kendra New Delhi-01
Tender Opening (Technical Bid) Date & Time:	**18th Jan 2017 at 16:00 Hrs.**
Place of Tender Opening:	Conference Hall, National Investigation Agency, 7th Floor, NDCC-II Jaisingh Road, Palika Kendra New Delhi-01

The Technical Bid should be accompanied by a Demand Draft of Rs.500/- (Non – Refundable) on account of tender evaluation fee drawn in favour of PAO, NIA (MHA) payable at New Delhi. This Tender Documents may also be downloaded from the NIA website http://www.nia.nic.in.

2. **SUBMISSION OF BIDS** :- The Bid, in the prescribed format in a sealed cover, duly super scribed "Quotation for supply of furniture items to NIA Branch Office Raipur" and addressed to the DIG (Adm), National Investigation Agency, 7th Floor, NDCC-II, Jaisingh Road, Palika Kendra, New Delhi-01 should be sent by Registered Post or deposited in the Tender Box kept at Main Reception Gate, 7th Floor, NDCC-II, Jaisingh Road, Palika Kendra, New Delhi-01, not later than 14:00 Hrs on 18th Jan 2017, containing two separate sealed covers – One containing "TECHNICAL BID" and another containing "FINANCIAL BID".

2.1 **TECHNICAL BID** :- First sealed cover super scribed as "TECHNICAL BID for Supply of furniture items to NIA Branch Office Raipur" should contain following documents:-

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a) VAT / Sales Tax Registration Certificate along with TIN Number.
b) Authorization certificate from the OEM (Original Equipment Manufacturer).
b) Earnest Money Deposit for Rs.24,000/- (Rupees twenty four thousand only) as per clause no.4 of the Tender Enquiry Document.
c) Tender Fee, in the prescribed form, in case of the Tender Document is downloaded from website.
d) Copies of Income Tax Return filed along with balance sheets for the last two financial years.
f) Bidders should not have been blacklisted by Departments/Ministries of the Govt of India. Letter should be submitted as per **Annexure-II.**

2.2 **FINANCIAL BID** :-

Second sealed cover super scribed as **"Financial Bid"** should contain price schedule, duly signed and stamped on each page, in the prescribed format. Unstamped and / or unsigned Bids will not be entertained. The price bid should be in the same format as per **Annexure – III (Without VAT)** and the percentage of VAT to be mentioned separately against the quoted price. The rates are also to be inclusive of all i.e., cost of item, delivery charges and all other taxes except VAT.

2.3 The bidders should quote their unconditional rates, strictly as per the tender format. Cutting / overwriting, if any, should be countersigned.

2.4 The tenderer has to quote the rates of each of the items mentioned in Annexure – III otherwise, the Financial Bid would not be considered by the department.

3. **OPENING OF THE BIDS**

3.1 The Technical Bids will be opened on the date indicated at para – 1 above at 16:00 Hrs on 18th Jan 2017 at Conference Hall, 7th Floor, NDCC-II, Palika Kendra, Jaisingh Road, New Delhi-01 in the presence of the bidders or their representatives who may like to be present.

3.2 Financial Bids of the eligible bidders who are technically qualified will be opened on a later date. The date, time and venue for opening of financial bids will be informed later.

3.3 Late Bids: Bids received after the specified date and time, as indicated in para – 1 above, will not be considered.

3.4 The technical bids will be evaluated by a duly constituted Tender Process Committee.

4. **EARNEST MONEY DEPOSIT (EMD) / BID SECURITY**

4.1 EMD of Rs.24,000/- (Rupees twenty four thousand Only) in the form of demand draft/banker's cheque from any commercial bank payable in favour of the Pay and Accounts Officer, NIA (MHA), New Delhi, must accompany the Technical Bid. The Bidder may write the tender No., name and address of the

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bidder on the reverse of EMD Draft/Banker Cheque. The Tenders received without EMD / Bid Security will be summarily rejected.

4.2 The firms registered with DGS&D/National Small Industries Corporation (NSIC) /Ministry of Home Affairs are exempted from depositing bid security. However, they have to enclose valid registration certificate (s) with their tender in a sealed envelope super scribed "BID SECURITY DEPOSIT".

4.3 EMD of all the unsuccessful bidders will be returned to them within one month after finalisation of the contract. EMD of the successful bidders will be returned only after receipt of the Performance Security. In case of successful tenderers, the Bid Security may be adjusted towards the Performance Security Deposit to be payable, on request.

4.4 The amount remitted towards Bid Security is liable to be forfeited if the tenderer resigns from the offer after submission of the tender or after the acceptance of the offer by the department or fails to sign the contract or to remit the Performance Security Deposit.

4.5 No interest will be paid by the department on the BID / Performance Security deposited /remitted.

4.6 The EMD may be forfeited, if a Bidder withdraw his bid during the period of bid validity, specified by the Bidder in the Bid and/or on submission of false documents/under taking.

4.7 The submission of EMD is compulsory for all the bidders and no exemption will be granted for submission of EMD in any case.

5. **PERFORMANCE SECURITY**

5.1 The successful bidder will have to furnish **10% of the total cost of the stores as Performance Security** in the form of Bank Guarantee or demand draft from any of the commercial bank, in favour of the Pay and Accounts Officer, NIA, (MHA), New Delhi, within 15 working days of the award of the contract.

5.2 Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

5.3 Performance Security will be forfeited if the firm fails to perform any of the terms or conditions of the contract.

5.4 In case, the firm fails to supply any of the items within specified delivery period, the materials will be procured from open market and the difference of cost, if any, will be recovered from Security Money or from pending bill of defaulting firm or from both in case the recoverable amount exceeds the amount of Performance Security.

6. **Period of Validity of Tender**

The tender will remain valid for 90 days. A tender for a shorter period shall be rejected by the department, being non-responsive. The rate quoted excluding VAT should remain same during the entire contract period. No demand for revision of rate on any account shall be entertained during the contract period. It will be open to the DG NIA to extend the term agreement for a further period, if necessary.

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7. **LIQUIDATED DAMAGES**

The date of delivery and quality of equipment stipulated in the acceptance of tenders should be deemed to be essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries made after expiry of the contracted delivery period, without prior concurrence of the department and be accepted by the consignee, such delivery will not deprive the department of its right to levy a penalty @ 0.5% per week or part thereof, on the total value of the late delivered quantity for the period by which it exceeds the stipulated 15 (fifteen) working days' time period, from the date of issue of each supply order, subject to a maximum of 5%. In the event of delay of more than 6 weeks, purchaser will have the right of revoking purchase order and forfeiting the Security Deposit.

8. **PAYMENT TERMS**

The payment will be made after successful delivery of all the stores to the consignee(s) on production of following documents:-

8.1 Receipt from the concerned officer in the location for having received the material with quantity of each item.

8.2 Bills in triplicate should be sent later and the payment shall be released only after it is ensured that the items / quality of the items supplied are to the entire satisfaction of the department. If any item is found to be defective, or not of the desired quality etc., the same shall be replaced by the firm(s) immediately for which no extra payment shall be made.

9. In case the bidders / successful bidder(s) are found in breach of any condition(s) at any stage of the tender, legal action as per rules / laws shall be initiated against the agency concerned. In that case, Earnest Money / Performance Security Money, deposited shall be forfeited after giving proper opportunity through show cause notice.

10. The Tender Processing Committee, in order to satisfy itself, may conduct a spot enquiry to verify soundness, capability and viability with regard to capacity to execute the orders placed on the firms(s) and also may check the godowns of the firm(s).

11. Due to criticality of the requirement, this office may, if it feels necessary, split any / all the supply orders to more than one firm at the rate quoted by L-1 firm. A committee will consider the option for splitting the supply to more than one firm after assessing the bids. In case the supply is split among two firms, the ratio will be 60% from L-1 and 40% from the other sequential firm (L/2, L/3, L/4 etc.). The splitting of the supply order at 60% and 40% may be quantity-wise, item-wise or amount-wise. However the department reserves the right to alter this ratio if it is found that there is a deficiency in the service provided by either vendor.

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12. The DG, NIA reserves the right to accept or reject any or all the tenders in part or in full, without assigning any reason thereof and NIA is not bound to accept the lowest or any tender.

13. The department reserves the right to relax / amend / withdraw any of the terms and conditions contained in the Tender Documents without assigning any reason thereof. Any inquiry after submission of the quotation will not be entertained.

14. **OTHER TERMS AND CONDITIONS** :-

14.1 The owner / manager of the firm should be available on his / her own direct telephone (office as well as residence) and also on mobile phone so as to call in emergent case. The mobile number should also be given.

14.2 No advance payment will be made in any case.

14.3 Income Tax : Deductable at source from supplier's bill, as applicable.

14.4 The firm must have an annual turnover of at least **Rupees Fifteen lacs** each for the last two years. The firm must attach audited balance sheet of last two years, along with the Technical Bid in this regard.

14.5 The complaint should invariable be attended to by the firm within 4 hours of lodging the same and must be resolved within 24 hours. The engineer of the firm/OEM will attend the complaint at the location of the item(s).

14.6 The firm may be **blacklisted** for further business with National Investigation Agency owing to non-performance of satisfactory and timely service.

14.7 If there is any damage during transportation, the same would be borne by the supplier firm. The damaged item should be replaced by the supplier.

14.8 The tender document is not transferable.

15. **TERMINATION FOR INSOLVENCY**

The department may at any time terminate the Contract Agreement by giving a written notice to the successful firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the department.

16. **WARRANTY OF QUALITY AND QUANTITY OF EQUIPMENTS**

16.1 The awardee shall give warranty that all the stores/items are as per specification, conforming to the specified design and there are no defects in the process of manufacturing, packaging, transportation and delivery.

16.2 Upon receipt of notice from department for defective material, the firm shall within 7 days of receipt of the notice, replace the defective material, free of cost at the destination. The firm shall take over the defective material at the time of their replacement. No claim whatsoever shall lie on the department for the replaced goods thereafter. If the firm fails to replace the defective goods

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within a reasonable period, the department may proceed to take such remedial actions as may be necessary, at the company's risk and expense.

17. **FORCE MAJEURE**

17.1 Should any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs in a written form the other party.

17.2 Force Majeure shall mean fire, flood, natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, lockouts beyond the control of either party.

17.3. **ARBITRATION**

In the event of any question, dispute or difference arising between the department and the company relating to any matter arising out of or connected with the manufacturing, packaging and delivery, job assigned to the firm for execution under the contract agreement, the same shall be referred to the sole arbitration of an officer to be nominated by The Deputy Inspector General (Adm), NIA (MHA). The arbitration shall be conducted in accordance with the provisions of the **Arbitration and Conciliation Act, 1996 (26 of 1996)** or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The decision of the arbitrator shall be final and binding on both the parties to the agreement.

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DIG (Adm)
National Investigation Agency

SIGNATURE AND SEAL OF TENDERER
NAME IN BLOCK LETTERS
FULL ADDRESS

ANNEXURE – II

DECLARATION

From

_____

_____

_____

To

The Director General
National Investigation Agency
7th Floor, NDCC-II Building
Palika Kendra, Jai Singh Road
New Delhi

Sir,

I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender document.

2. I/We also confirm that in the event of my/our tender being accepted, I/We hereby undertake to furnish Performance Security Deposit (PSD), as applicable, in the form of Demand Draft/Bank Guarantee within the stipulated period.

3. I/We hereby declare that neither firm nor any of the Proprietor/Partner/Director of the firm have ever been black listed/suspended for business by any Department of Government of India/Public Undertaking.

Yours faithfully

Signature, name & address
of authorized signatory of the firm with seal

Dated _____

ANNEXURE –'III'

PRICE SCHEDULE

Ref: DIG (Adm), NIA HQ New Delhi letter No.PC-36/001/FURN-RAIPUR/NIA/2016-17 dated 28th Dec 2016.

S/No	Name of items	A/U	Rate per unit	VAT/ Service Tax	Grand Total
1.	OFFICE TABLE SET WITH MAIN TABLE 84"X42" AND SIDE TABLE WITH 2 DRAWER & 2 CUPBOARD AND GLASS TOPs	No			
2.	End Table	No			
3.	TABLE FOR REST ROOM 27"X27"	No			
4.	EXE. TABLE 57"X27" WITH SIDE TABLE 36"X18"X28"	No			
5.	TABLE FOR REST ROOM 33"X24"	No			
6.	WORKSATTION TABLE 60"X27"X30" WITH DRAWER UNIT, KEYBOARD TRAY & CPU TROLLY	No			
7.	WORKSATTION TABLE 51"X24"X30" WITH DRAWER UNIT, KEYBOARD TRAY & CPU TROLLY	No			
8.	WORKSATTION TABLE 54"X54"X30" WITH DRAWER UNIT, KEYBOARD TRAY & CPU TROLLY (L- SHAPE)	No			
9.	RECEPTION TABLE (60"X27"X30") WITH GLASS TOP & SIDE TABLE (33"X18"X28")	No			
10.	WORKSATTION TABLE 60"X27"X30" WITH DRAWER UNIT, KEYBOARD TRAY & CPU TROLLY	No			
11.	WORKSATTION TABLE 48"X27"X30" WITH DRAWER UNIT, KEYBOARD TRAY & CPU TROLLY	No			

12.	COMPUTER TABLE (39"X24"X30") =	No			
13.	TABLE (48"X27"X30") WITH DRAWER UNIT	No			
14.	TABLE 72"X36"X30" WITH DRAWER UNIT	No			
15.	TABLE (48"X30"X30") WITH DRAWER UNIT	No			
16.	EXE. HI-BACK REVOLVING CHAIR	No			
17.	VISITORS CHAIR	No			
18.	CHAIR WITHOUT ARM	No			
19.	MEDIUM BACK REVOLVING CHAIR	No			
20.	CONFERENCE TABLE (10 SEATER)	No			
21.	SS TABLE BASE + CURVICA TOP (60"X36")	No			
22.	SOFA (THREE) SEATER	No			
23.	SOFA (TWO) SEATER	No			
24.	CABINATE FOR BOOKS & TROPHIES	No			
25.	OFFICE ALMIRAH	No			
26.	CUTLERY CABINATE	No			
27.	HANGING CABINATE 36"X13"X16"	No			
28.	HANGING CABINATE 60"X13"X16"	No			
29.	HANGING CABINATE 48"X13"X16"	No			
30.	OPEN RACK	No			

List of vendors

1. M/s Guru Kirpa Furntiure,
   A-123, Mukherjee Market,
   New Delhi-05

2. M/s Pasco Business Systems,
   XII/11232, Block-4,
   Street No.7, Roop Nagar, Delhi-07

3. M/s Prime furniture,
   WZ-15/3, Kailash Park,
   Main Najafgarh Road, Kirti Nagar,
   New Delhi

4. M/s Wood Kraze
   15/62, Jawahar Nagar
   Raipur (Chhattisgarh)

5. M/s ACE World Furniture
   2nd Floor, Colours Mall
   Pachpadi Naka, Raipur
   Chhattisgarh

6. M/s Unique Enterprises
   447, DDA Flats
   New Ranjit Nagar
   New Delhi-110008

7. M/s Universal Steel Furniture
   63D, MM Road
   Rani Jhansi Road
   New Delhi-110005

8. M/s Excella Steel Fabricators
   61, Rani Jhansi Road
   New Delhi

9. M/s J B G Furniture
   MM Tower, Opp Ashoka Millennium &, Tagore Nagar,
   Opp.Mandi Gate Pandri Raipur-Chhattisgarh - 492001,

10. M/s Laxmi Furniture
    Ayush Tower, Purana Dhamdha Road,
    Santoshi Nagar, Near Goyal Plastic
    Raipur-Chhattisgarh - 492001,

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11. M/s Vibika Furniture,
    Kabir nagar road, Tatibandh,
    Near Railway crossing
    Raipur-Chhattisgarh - 492099,

12. M/s Veetrag Furniture Industries
Ashwani Market, Sunder Nagar Road, Sunder Nagar,
Infront Of Dena Bank
Raipur-Chhattisgarh - 492013,

13. M/s Madhuban Furniture
96, I G V P Market, Pandri,
Infront Of City Center Mall
Raipur-Chhattisgarh – 492004

14. M/s Suryaprabha Furniture
Shop No A 14-16, Geekey Milestone,
Ring Road No 1, New Rajendra Nagar, Infront Of SBI Bank
Raipur-Chhattisgarh – 492001

15. M/s Bombay Furniture,
2nd Floor, Above Suraj Electricals,
Telibandha main road, Near Octopus Bear Bar
Krishaknagar, Raipur-Chhattisgarh – 492001

16. File

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