



NATIONAL INVESTIGATION AGENCY
MINISTRY OF HOME AFFAIRS
GOVERNMENT OF INDIA
Lane No. 3, Aadarsh Enclave
Opposite Bank of Maharashtra,
Railway Road, Trikuta Nagar Jammu
Phone No. 0191-2476270, Fax No. :-2476271

No. Acctt/House Keeping/NIA/JMU/17/ 152

Dated 07-03-2018

Invitation of Bids for hiring of housekeeping staff for NIA Jammu Branch.

Tender No 01 /2018 **Dated** 07-03-2018

1. Sealed Bids are invited on behalf of the President of India by Superintendent of Police, NIA, Jammu Branch for "Hiring of Housekeeping staff for NIA, Jammu Branch, Jammu & Kashmir" as per details of services mentioned in Part-II of this Tender from reputed housekeeping service providers in and around Jammu, J&K. Please super scribe the above mentioned Title, Tender number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. The cost of tender document is Rs.500/- (non-refundable)
2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender are given below -
 - I) *Bids/queries to be addressed to:*
 - II) *Postal address for sending the Bids:*
 - III) *Name/designation of the contact personnel:*
 - IV) *Telephone numbers of the contact personnel:*
 - V) *e-mail address of contact personnel:*
 - VI) *Fax number:*
3. This TENDER is divided into five Parts as follows:
 - Part I** – Contains General Information and Instructions for the Bidders about the Tender such as the time, place of submission and opening of tenders, Validity period of tenders, EMD etc.
 - Part II** – Contains essential details of the services required, such as the Schedule of Requirements (SOR), Eligibility Criteria, contract Period etc.
 - Part III** – Contains Standard Conditions of RFP, which shall form part of the Contract with the successful Bidder.
 - Part IV** – Contains Special Conditions applicable to this Tender and which shall also form part of the contract with the successful Bidder.
 - Part V** – Contains Evaluation Criteria and Format for Price Bids.
4. This Tender is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw this Tender, should it become necessary at any stage.

Part I – General information

1. Last date and time for depositing the Bids:

03/04/2018 AT 1600 HRS

The sealed Bids should be submitted/reach by the due date and time. The responsibility to ensure timely submission of bids lies with the Bidder. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents by NIA.

2. Depositing the Bids: Sealed Bids should be either dropped in the Tender Box marked for the tender or sent by registered post at the address given above so as to reach by the due date and time. Bids sent by FAX or e-mail will not be considered.

3. Time and date for opening of Bids:

05/04/2018 AT 1100 HRS

(If due to any reasons, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. Location of the Tender Box:

National Investigation Agency, Lane No. 03, Aadarsh Enclave, Opposite Bank of Maharashtra, Railway Road, Trikuta Nagar, Jammu (J&K) Phone No. 0191-2476270, Fax No. 2476271, E-Mail- infojammu.nia@gov.in.

Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. Place of opening of the Bids:

National Investigation Agency, Lane No. 03, Aadarsh Enclave, Opposite Bank of Maharashtra, Railway Road, Trikuta Nagar, Jammu (J&K) Phone No. 0191-2476270, Fax No. 2476271, E-Mail- infojammu.nia@gov.in.

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of the Bidders present at the schedule date and time. This event will not be postponed due to non-presence of representative (s) of any of the vendors.

6. Two-Envelop Bid System: In this case, only the Technical Bids would be opened at the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after evaluation is done by the Buyer.

7. Forwarding of Bids – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like complete registered & postal address, telephone/mobile Nos. & e-mail address of their office.

8. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 15 days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents. During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his

bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

9. Modification and Withdrawal of Bids: No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security. A bidder may, however, modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy which may be sent by hand/post and such signed confirmation should reach the Purchaser not later than the deadline for submission of bids.

10. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of bid with forfeiture of EMD. Conditional tenders will be rejected.

11. Validity of Bids: The Bids should remain valid for 02 (days / months) from the last date of submission of the Bids.

12. Earnest Money Deposit:—Bidders are required to submit Earnest Money Deposit (EMD) 8 % (eight) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business in favour of Regional Pay & Accounts Officer, CRPF, Jammu (J&K). EMD should remain valid for a period of sixty days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC). The EMD will be forfeited if the bidder withdraws, amends, impairs or derogates from the tender in any respect within the validity period of their tender.

13. Misc.: A contractor shall not be permitted to tender for works in the concerned Division of NIA responsible for award and execution of contracts in which his near relative is posted as Gazetted Officers. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the NIA or in the Ministry of Home Affairs. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in NIA for any breach of this condition.

NOTE: "Near relatives" is meant wife, husband, parents and grand-parents, children and grand-children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

No Gazetted officer (Group-A) employed in NIA shall work as a contractor or employee of a contractor for a period of one year after his retirement/ voluntary retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Tender document may be downloaded from website www.nia.nic.in or may be obtained from the office of the SP, NIA, Jammu on payment of Rs.500/- in cash. Bidder who have downloaded the tender document from website may submit the tender fee by DD in favour of RPAO, CRPF Jammu payable at New Delhi. Tender without EMD and tender cost will not be considered.

Part II – Essential Details of Eligibility and Services required

Timely availability of minimum required manpower (03 personnel) during the working hours at the 04 storeyed office building with total area 15512 sqr ft, approx. for housekeeping. It shall be the sole responsibility of the contractor and in the event of his/her failure to do so, NIA reserve the right to get the work done by hiring from alternative sources at the cost & risk of the Contractor and expenditure so incurred shall be deducted from the payments due to the contractor along with penalty as deemed fit by NIA authorities. The timings of office are from 9.30 AM to 6.00 PM from Monday to Saturday. Contractor will ensure that manpower deployed reports for work at least 30 minute before the scheduled opening of office. The Bidder shall ensure that the deployed manpower stays in the facility during the whole shift.

Housekeeping jobs shall include cleaning of rooms, corridors, stores, toilets, staircases including furniture, dry dusting of computers & accessories, cleaning of anything and everything up to ceiling height including wet mopping & washing of floors, external facia, roof, pathways, pavements, parks, 'kutcha' ground, boundary walls, glass panes, etc using specified manpower. The floors of office (rooms, staircase, verandah etc.) need to be cleaned at least twice during working hours. Cleaning of latrines, urinals and washbasins are to be carried out at least twice during the working hours and also as and when required. Cleaning and dusting of Table, Chair, Telephone, Computer sets accessories, photocopier Machines and other office equipment once in a day and as and when required.

Cleaning of different types of doors/window frames/glasses fixed in doors, windows and fixtures once in a day and as and when required. Cleaning of switch boards/panels / distribution boards/fans/ exhaust fan and accessories and when required once in a day and as and when required. Cleaning of lift and accessories, filling of over head tanks and monthly cleaning of the same, Dustbin Clearance Once in a day and as and when required.

The housekeeping staffs are also expected to prepare and serve tea/coffee etc.

The liability on the part of NIA will be restricted to providing water and cleaning material, access to the specified facilities and minimum storage space where material can be stored. All the workers engaged in housekeeping services shall be the liability of the Contractor.

Eligibility Criteria: The Vendor must fulfill the following conditions:

- i) **TURNOVER:** The turnover of the Bidder should be more than Rs. 10 Lakhs during the last three financial years starting from FY 2017-18. Copy of the audited Balance Sheet & Profit & Loss Statements to be submitted as supporting evidence.
- ii) **EXPERIENCE:** Should have satisfactorily completed in the last 3 years previous to one in which the tender is invited i.e. between 2015-16, 2016-17 and 2017-18 in any Government/Semi Government/ Central Autonomous Bodies/ PSU/ Government Organizations either:
 - 3 similar works (Manual Housekeeping), each costing not less than Rs.1.50 lakhs
 - Or
 - 2 similar works (Manual Housekeeping) not costing less than Rs.2.50 Lakhs
 - Or
 - one such work (Manual Housekeeping)not costing less than Rs.5.00 Lakhs.
- iii) Copies of work orders and documentary proof of satisfactory completion certificate issued by clients are to be enclosed.
- iv) Should be registered under ESI Act (Certified copy to be submitted).
- v) Should have GST registration (Copies to be submitted).
- vi) Should have a valid license issued by the local Govt./ authority for contracting labour under Contract Labour Act which should be valid on the last date of Bidding for the Tender (Certified copy to be submitted).
- vii) Should give an undertaking that up to date Income Tax Returns, Provident Fund Returns and E. S. I. Returns have been filed with the appropriate authorities during the last three years.
- viii) Scanned copy of PAN Card of Proprietor or the firm as the case may be & ITRs for the last three financial years 2014-15, 2015-16 and 2016-17 to be submitted
- ix) Should submit copy of the EPF Registration and EPF A/c No. allotted by PF Commission.
- x) Should give an undertaking or affidavit that the company/ firm has not been black listed by any Court of Law or any Govt./ Central Autonomous bodies/ PSU and in future if such a blacklisting takes place the agency shall be liable to inform the NIA forthwith.
- xi) The Registered office or a Branch Office of the bidder should be located in J&K.
- xii) An undertaking on the letter head of the Firm/Company to the effect that "The Bidder has gone through all the Terms & Conditions of the Tender document & the same are acceptable to the Tenderer".
- xiii) A scanned copy of the authorization by the Proprietor/Partners/Director(s) or by all the partners of the Agency (as the case may be) in case the Bid documents are signed & sealed by a authorized person.
- xiv) Tender cost by DD.
- xiv) EMD as prescribe in tender document. Venders exempted from submission of EMD may submit the related documents issued by NSIC etc.

SUBMISSION OF BIDS:

Tender is in two parts.

a) Technical Bid containing documents of general Nature establishing Eligibility Criteria as specified above. Each & every document in the Technical bid should be signed by the Proprietor/duly authorized partner or all the partners in case of a partnership firm or the authorized Director in case of a company; all these also need to be stamped by the seal of the agency on each page. The EMD should be kept in a separate Envelope super scribed as "EMD" and giving details of Tender Notice No., description of work and due date of opening on the cover and addressed to Superintendent of Police, NIA, B.O. Jammu.

b) Commercial Bid shall be entered in format provided with the tender document. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to complete the BoQ/Price Bid in blue colour ink with their respective financial quotes and other details (such as name of the bidder) and submit it.

Contract is for a **period ONE year** from date of Award of Contract with provision of further extension for another year, subject to satisfactory performance of the agency and on the same terms and conditions, further subject to mutual consent by both the parties and approval of competent authority

The interested bidders are advised to visit and acquaint himself with the areas in the facilities and operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to facilities and is aware of the operational conditions prior to the submission of the tender documents.

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which shall be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract).

1. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. Effective Date of the Contract: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) or as mentioned in the contract document and shall remain valid until the completion of the obligations of the parties under the contract. The performance of the services shall commence from the effective date of the contract.

3. Arbitration: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to the execution or performance, which cannot be settled amicably, may be resolved through arbitration. 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.

4. Penalty for use of Undue influence: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or dis-favour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amount paid by the Buyer.

5. Agents/Agency Commission: The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, for the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider

cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

6. Non-disclosure of Contract documents: Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

7. Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment or part of payment until the completion of the contract.

Monitoring of the levels of quality of the housekeeping services shall be done on regular basis by officers of the NIA and in the event of quality of housekeeping being found to be unacceptable due to deficiency in the housekeeping work for lack of manpower or proper cleaning, a "Penalty" as detailed below will be levied, to be deducted from the contractor's bills/Performance Security:

(a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of sanitation staff absent on that particular day shall be levied and the same shall be deducted from the contractor's bills.

(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty at half the rate as referred above at 7(a) shall be levied.

(c) In case any public complaint is received attributable to misconduct/misbehavior for contractor's personnel and found to be correct and genuine, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned personnel shall be removed immediately, if desired by the Buyer.

(d) In case the contractor fails to execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, NIA reserves the right to impose the penalty as detailed below:-

- (i) If cleanliness is not observed up to the satisfaction of the Department, a penalty of a minor fine upto Rs.2,000/- per day, or a major fine of Rs.5,000/- per day will be imposed on the contractor depending on the objective criteria as above. The penalties shall be recovered out of the Pending Bills/Performance Security of the Contractor. NIA reserves the right to forfeit a part or whole of the performance Bank Guarantee or/and cancellation of contract in case of repeated instances of poor performance with no improvement in spite of bringing the same to the notice of the contractor, verbal or in writing.

Note: If any of the persons engaged by the contractor misbehaves with any of the officials of the NIA or any other person in office premises or damage the government property, the Contractor shall replace them immediately. In case NIA Authority feel that the conduct of any of the Contractor's employees is detrimental to the interests of government shall have the unqualified right to request for removal of such employee either for incompetence, unreliability, misbehavior, security reasons, etc., while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at

CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of two working days to replace the person by competent qualified person at contractor's cost.

8. Termination of Contract: NIA shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of services is delayed due to causes of Force Majeure by more than (01 months) provided Force Majeure clause is included in contract.
- (b) The delivery of the services is delayed for causes not attributable to Force Majeure for more than (01 months) after the schedule date of start.
- (c) The Seller is declared bankrupt or becomes insolvent.
- (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

9. Notices: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

10. Transfer and Sub-letting: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

11. Amendments: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

12) Taxes and Duties:

1. If a Bidder is exempted from payment of any duty/tax upto any value of services from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/ tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

2. Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the vendor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be extended to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

3. In case any new tax or levy or cess is imposed by Statute, after the last date stipulated for the receipt of tender including extensions (if any), the seller shall inform the buyer in writing within 15 days of imposition/Notification of said tax and thereupon necessarily and properly pay such taxes/levies/cess. The seller shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the competent authority (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the seller. The seller shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and shall also furnish such other information/document as may require from time to time.

13. Payment Terms:

No advance payment shall be made under any circumstances.

The contractor shall submit monthly bills to the office of SP, NIA Jammu with the following documents for verification and payment:

- i. Proof of deposition of statutory levies like EPF/ESI etc. (with a list of individual names and amount deposited in their accounts, A Consolidated copy of the ECR along with ESI and EPF remittance challan showing details of employees deployed in NIA).
- ii. Proof of ECS payment to his personnel for the jobs completed during the previous month.
- iii. Performance & Evaluation reports duly signed by the Officer authorized to issue the said reports in respect of Housekeeping work.

The bills are to be submitted in triplicate with above mentioned enclosures, by 15th of subsequent month. TDS shall be deducted at source at the time of payment to the contractor as per the provisions of the Income Tax Act as applicable. GST will be as per existing laws prevalent during the contract period.

Part IV – Special Conditions

1. Performance Guarantee:

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 21 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of contract period.

2. Option Clause: The contract will have an Option Clause, wherein the Buyer reserves the right to 50% plus/minus increase or decrease the quantity of the contracted services upto

That limit without any change in the terms & conditions and prices quoted by the Seller. This will be applicable within the currency of contract.

Note: The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. Payment Terms – The payment shall be made in the bank account of the contractor directly through e-payment mode. It will be mandatory for the Bidders to provide their bank account numbers and other relevant details for payment so that payments could be made through ECS/NEFT/RTGS mechanism instead of payment through Cheque. No Advance payment will be made under any circumstances. The payment will be made on production of the requisite documents.

4. Risk & Expense clause –

- a) Should the services or any part thereof not be delivered within the time or times specified in the contract documents, or if poor/sub standard services are provided in respect of the services or any part thereof, the Buyer shall after granting the Seller 03 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- b) Should the services or any part thereof not perform in accordance with the specifications / parameters provided by the SELLER during the contract period the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- c) In case of a material breach that was not remedied within 03 days after the date of notice given for that material breach, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to procure from any other source as he thinks fit, other services of the same or similar description to make good:-
 - I. Such default.
 - II. In the event of the contract being wholly determined the balance of the services remaining to be delivered thereunder.
- d) Any excess of the contract price, services procured from any other service provider as the case may be, over and above the contract price, price appropriate to such default or balance/ difference shall be recoverable from the SELLER. Such recoveries shall however, not exceed 10% of the value of the total contract."

5. Force Majeure clause

- a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of providing services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

- d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective state/ country shall be a sufficient proof of commencement and cessation of the above circumstances.
- d) If the impossibility of complete or partial performance of an obligation lasts for more than 01 months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

6. SPECIAL CONDITIONS FOR COMPLIANCE OF LABOUR LAWS:

1. The Contractor shall at his own cost comply with the provision of labour laws, rules orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation to the following:

- a) The Minimum Wages Act, 1948 Rules and orders issued there under from time to time.
- b) The Workmen's Compensation Act, 1923 with Rules, Orders and Notifications issued there under from time to time.
- c) The Payment of Gratuity Act, 1972 with rules, orders and Notifications issued there under from time to time.
- d) The Mines Act, 1952, The Factories Act, 1948 or the Shops and Establishment Act, whichever is applicable with Rules, orders and issued there under from time to time.
- e) The Payment of Bonus Act, 1965 with Rules, orders and Notifications issued there under from time to time.
- f) The Payment of Wages Act, 1936 with rules, orders and Notifications issued there under from time to time.
- g) The Employees Provident Fund & Miscellaneous Provisions Act, 1952 with Notifications issued there under from time to time.
- h) The Employees State Insurance Act, 1948.
- i) The Interstate Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979 and Central Rules framed there-under.
- j) All other Acts/Rules/Bye-laws; orders notifications, etc., present or future applicable to the contractor from time to time for performing the contract job.
- k) The contractor shall have a valid license obtained from Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work.
- l) The contractor shall not engage/employ persons below the age of 18 years and shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.
- m) All manpower deployed by the Contractor shall be employees of the Contractor. NIA will not have any liability to absorb them at any point of time nor can they claim any right for seeking employment in NIA.

n) The contractor shall submit the EPF code number obtained from the authorities concerned under the Employees Provident Fund and Miscellaneous Provisions Act, 1952.

o) The contractor shall maintain all records/registers required to be maintained by him under various labour laws mentioned above and produce the same before the Statutory Authorities when required. These shall among other things include the following:

i. Muster Roll

ii. Register of Wages

iii. Register of Deductions

iv. Register of Fines

v. Wage Slip

vi. Register of Advances

p) The contractor shall also submit periodical reports/returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act, 1970, Employees Provident Fund Act, etc.

q) The contractor shall provide proper uniform and Liveries to his employees, if any, required under law.

r) It shall be ensured that all deployed personnel are paid wages not less than the minimum wages for housekeeping workers as per statutory laws.

s) The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed to the contractor on actual basis.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work. The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

7. Other Special conditions

- 8.1 The contractor or his employees will not be allowed to take out any item without the explicit written authority of the Officer-in-charges or authorized representatives of the NIA.
- 8.2 The contractor shall issue appointment letters to the persons engaged by him for deployment under this contract, a copy of which should be submitted to NIA for record.
- 8.3 The person engaged should be medically fit. The contractor shall get the antecedents of the persons engaged by him verified from police station concerned and produce a certificate in this regard to NIA and also obtain entry passes, gate passes (IF APPLICABLE) for the person deployed by him for work.

- 8.4 The Contractor shall pay wages directly to his workmen through electronic payment mode. He will ensure that all the personnel deployed have proper Bank accounts in the Scheduled banks. The contractor shall also ensure that no amount by way of commission or otherwise is deducted & recovered from the employee's wages.
- 8.5 In case it is found that the wages are not being paid in accordance with the statutory Minimum Wages Act, the contract shall be terminated forthwith & the performance security forfeited.
- 8.6 The Contractor shall be responsible for payment of wages etc to the deployed personnel as per prevailing Acts/Orders as applicable under statutory laws. If any dispute arises between the Agency & the personnel employed by it in the matter of wages or any other service condition, it shall be settled by the Agency & the personnel engaged by it themselves. NIA or the Govt. of India shall not be a party in any such dispute.
- 8.7 In Case any contractor wishes to exit from contract, he shall give notice of 3 months prior to such exit, failing which whole of Performance Security Guarantee will be forfeited along with deduction of an amount equivalent to one month payment from pending Bills and the

Part V – Evaluation of bids & Evaluation procedure

Evaluation Criteria - The broad guidelines for evaluation of Bids will be as follows:

- (a) Only those Bids will be evaluated which are found to be received by the stipulated date and time and fulfilling all the eligibility and qualifying requirements as mentioned in the tender document, both technically and commercially.
- (b) The technical Bids forwarded by the Bidders will be evaluated first by the Buyer with reference to the parameter mentioned in the tender documents. The Price Bids of only those Bidders will be opened whose Technical Bids would found compliant after the technical evaluation.
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given in the tender document.
- (d) Rates quoted by the seller in the price bid/format in figures and words shall be accurately filled in so that there shall not be any discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct.
- (e) If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.
- (f) In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

- (g) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations, if required, and as decided by the Buyer. The Buyer may award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if convinced that Lowest Bidder is not in a position to provide the full quantity as stipulated in the tender.
- (h) Please note that in case of cutting/overwriting and use of correction fluid is noticed, the bid will be rejected. The Tender documents submitted should be signed by the authorized signatory of the organization on each page of the documents which should also be serially numbered. Failure to do so will be treated as non-fulfillment of the tender conditions.
- (i) Any other criteria as applicable to suit a particular case.


EVALUATION PROCEDURE

Technical Evaluations of the Bids will be done by a duly constituted committee on the basis of Bid Documents submitted by the vender as mentioned Eligibility criteria in the tender document. The committee constituted by the competent authority will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents are genuine and have been properly signed and whether the bids are generally in order. The committee shall determine the conformity of each bid w.r.t. the bidding documents. As regard to financial evaluation of the Bids, the Service Charge quoted by the bidder as per the BOQ format will be assessed by the committee.

A team of Officers from NIA may visit the office of the Bidders for establishing their credibility & verification of submitted documents.

No Service charge should be mentioned in Technical Bid otherwise the bid is liable to be rejected.

Conditional Tenders/Non-compliance of any of conditions set in tender document shall render the bid to disqualification. Any deviation from the clauses hidden/intentional/unintentional shall be considered as contravention of the clauses of tender document and same shall also be grounds of rejection.


(Sanjukta Parasor, IPS)
Superintendent of Police
NIA B.O. Jammu

Copy to :-

1. Notice Board
2. NIA website

PRICE BID FORMAT

Sl.No.	Description	Rate	Qty	Amount (Rs.)
1.	Basic Salary/Wages*		03	
2.	EPF contribution		03	
3.	ESI contribution		03	
4.	Service/Agency Charges		03	
5.	Tax (if any) pl. specify		03	
Grand Total				

In word Rs. _____ **)only**

Signature of the contractor
(Name & Address)
Seal of the firm

Note: *Basic salary/wages should not be less the minimum wages prevailing in the state.