

No.E-179/MW/NIA Hqrs/2018-19/  
National Investigation Agency  
Ministry of Home Affairs  
Government of India  
Opp-CGO Complex,  
Lodhi Road, New Delhi-03

Dated: 02<sup>nd</sup> Jan 2019.

**TENDER NOTICE** /01/2019

The Director General, National Investigation Agency, Govt. of India, Ministry of Home Affairs, Opp-CGO Complex, Lodhi Raod, New Delhi invites sealed tenders from the approved and eligible contractors registered with CPWD, P&T, MES State PWD or anyother Government organization to carry out the work i.e. Electric Fence with CCTV on the boundary wall of NIA Hqrs, CGO Complex, Lodhi Road, New Delhi-110003.

2. The details/specification of proposed work to be executed is given in Annexure-A.

**TERMS & CONDITIONS OF THE WORK:**

**1. Last date and time for depositing the Bids: 23.01.2019 at 1400 hrs.**

The sealed Bids (both technical and Commercial, in case two bids are called for) 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.

**2. Manner of 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 (unless they have been specifically called for by these modes due to urgency).

**3. Time and date for opening of Bids: 23.01.2019 at 1600 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 NIA).

**4. Location of the Tender Box: NIA Hqrs, Opp-CGO Complex, Lodhi Road, New Delhi.**

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: NIA Hqrs, Opp-CGO Complex, Lodhi Road, New Delhi.**

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 all the Bidders. This event will not be postponed due to non-presence of representative of any contractor.

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

**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. Tender Processing Fee:** Tender Processing Fee of Rs.500/- (non-refundable) in the form of the Demand Draft made in favour of Pay and Accounts Officers, NIA (MHA), New Delhi is required to be submitted with the bids.

**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 NIA 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 90 days from the last date of submission of the Bids.

**12. Earnest Money Deposit:**—Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs.1,02,500/- (**Rupees one lakh two thousand five hundred only**) 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 PA, NIA, MHA, New Delhi. 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 or amends impairs or derogates from the tender in any respect within the validity period of their tender.

**13. Time allowed to carry out the work:** 30 days, which shall start from the 10<sup>th</sup> days from the date of issue of award letter or handing over of site whichever is earlier.

**14. 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.

**15. 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 deliveries and supplies and performance of the services shall commence from the effective date of the contract.

**16. Carrying out part work at risk & cost of contractor**

If contractor:

- (iii) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the competent authority; or
- (iv) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the competent authority; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the competent authority. The Competent Authority without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:
  - (c) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
  - (d) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.



The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

**17. 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 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 there under and for the time being in force shall apply to the arbitration proceeding under this clause.

**18. Labour Laws to be complied by the Contractor**

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, if required under the rules, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

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.





The competent authority shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Competent Authority to be undesirable. Such person shall not be employed again at works site without the written permission of the competent authority and the persons so removed shall be replaced as soon as possible by competent substitutes.

The contractor shall fully indemnify and keep indemnified the President of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Government in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from,

Performance Security of the work shall not be refunded till the defect liability period is over and the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Department. On receipt of the said communication, Department shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect, it will be deemed to have received the clearance certificate and the Performance Security will be released if otherwise due.

**19. Liquidated Damages:** In the event of the Contractor's failure to submit the Bonds, Guarantees and Documents, carry out the work etc as specified in this contract, the NIA may, at its discretion, withhold any payment until the completion of the contract.

The NIA may also deduct from the CONTRACTOR as agreed, liquidated damages (LD) to the sum of 0.5% of the contract price of the delayed/ undelivered stores/services mentioned in the contract for delay per day, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of contract.

**20. Contractor Liable for Damages, defects during defect liability period**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall



have been given by the Engineer-in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

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

- (a) The completion of work is delayed due to causes of Force Majeure by more than (01 month) provided Force Majeure clause is included in contract.
- (b) The completion of work is delayed for causes not attributable to Force Majeure for more than (15 days) after the scheduled date of completion.
- (c) The Contractor is declared bankrupt or becomes insolvent.
- (d) The NIA has noticed that the Contractor 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.

**22. 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.

**23. 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.

**24. Taxes:** Any change in any 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 contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be extended to the NIA by the Contractor. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Contractor.

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) and the contractor thereupon necessarily and properly pays such taxes/ levies/ cess, the contractor 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 contractor. The contractor 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.

**25. Performance Guarantee:** The successful Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee DD/FDR 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 08% of the contract value within 7 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of defect liability period. No interest is payable on the Performance Guarantee.

**26.** The work shall be carried out as per specification of CPWD.

**27.** All Statutory deduction like Income Tax, GST etc as applicable shall be deducted at source.

**28.** The contractor shall abide all labour law applicable during the period of contract.

**29.** The contractor shall sign each page of the tender submitted by him in token of acceptance of the terms & conditions and genuineness of the documents submitted by him.

  
(S N Pandey)  
Supdt of Police (Project)  
NIA Hqrs, New Delhi

Annexure-A

The details/specification of proposed work

Sl. No.	Item Description	Unit	Qty.	Rate	Amount
	<b>Electric Fence System</b>				
1	Supply of 16 Line electric fence system (Note:Zone Zone length=110 mtr)	RM	250		
2.	JVA z28 Energizer System	01 set	01 set		
3.	Installation, Testing and Commssioning of 16 lines Electric Fence System	RM	213		
	<b>Quote for SITC of IP CCTV System</b>				
1.	1/3" Progressive CMOS, ICR, Olux with IR, resolution 1280x960, frame arte 25fps(P)/30ffps(N), 4mm lens, H.264/MJPEG, dual-stream, IP66, DC12V & PoE, DWDR, 3D DNR, BLC, IR range: up to 30 m, Bracket included. <b>Make: Hikvision/Dahua/Panasonic</b>	No.	01		
2.	1/3" Progressive CMOS, ICR, Olux with IR, resolution 1280x960, frame arte 25fps(P)/30ffps(N), 4mm lens, H.264/MJPEG, dual-stream, IP66, DC12V & PoE, ICR,2D-DNR,AWB,AGC,BLC IR range: UP TO 30 m, Bracket included. <b>Make: Hikvision/Dahua/Panasonic</b>	No.	10		
3.	CAT 5/6 LAN cable		2000		
4.	2x1 mmsq Power Cable		600		
5	32-ch, Max 200 Mbps Incoming Bandwidth & 128 Mbps Recording, up to 5Mp Resolution Preview & Playback, 16Ch@D1, 8Ch@720p, 4Ch@1080p/3MP, 2Ch@6Mp, supports up to 4 SATA. <b>Make: Hikvision/CP Plus/Dauha/Panasonic</b>	No.	1		
6.	Supply of 16 Port POE Switch	Nos	2		
7.	Power Supply 5Amp	No.	1		
8.	4TB Surveillance Hard Disk Driver (for Recording)	Nos	2		
9.	PVC Conduit 25 mm		860		
10.	Installation	Nos	17		



**Annexure-"B"**

**NATIONAL INVESTIGATION AGENCY, NEW DELHI**

**Name of Work:** Mmodernization of Interrogation Rooms(03) (Echo prevetion, sound proofing and video recording etc) of NIA hqrs, CGO Complex, Lodhi Road, New Delhi-110003.

**TECHNICAL BID**

(Technical Bid should be kept in separate sealed cover super scribing "Technical Bid" on it).

S.No.	Description	To be filled by the Bidder
1	Name and address of the Tenderer	
2	Details of EMD/Tender Fee enclosed with the technical bid	
3.	Details of Income Tax Certificate/PAN	
4.	Registration of GST	
5.	Years of Experience	
6	Undertaking as mentioned in Annexure-C	

Signature of the Tenderer



UNDERTAKING

I, Shri. \_\_\_\_\_ hereby solemnly agree to abide by the terms and conditions. Any break of the clause/clauses will render my contract null and void. I have understood completely about this tender document and the terms and conditions therein. I agree to undertake the wooden/timer work including fitting of doors etc as specified in the tender. I have also understood that I have to maintain standard quality of materials. I have not been black listed for undertaking civil works in any govt organization.

Dated

Signature of the Contractor

