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NATIONAL INVESTIGATION AGENCY
Ministry of Home Affairs, Govt. of India
Sector 7/26, Gomti Nagar Extension
Lucknow (UP) - 226002
Tel: 0522-2974725, Fax: 0522-2974726

Dated: June, 2020

OPEN TENDER NOTICE (SINGLE BID)

The Deputy Inspector General, National Investigation Agency, Govt. of India, Ministry of Home Affairs, Sector-7/26, Gomti Nagar Extension, Lucknow, Uttar Pradesh invites item rates sealed tenders from the approved and eligible contractors registered with CPWD, P&T, State PWD or any other Central/State Government organization to carry out civil works for covering basement ramp of administrative block with Acrylic sheet at NIA Branch Office, Sector-7/26, Gomti Nagar Extension, Lucknow (UP).

2. The description along with sketch of proposed civil works to be executed is attached as Annexure – “A” & “B”.

TERMS & CONDITIONS OF THE WORK:

1. Last date and time for submission the Bids: 27.07.2020 at 1300 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.

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: 27.07.2020 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 Branch Office, Sector-7/26, Gomti Nagar Extension, Lucknow (UP).

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

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5. Place of opening of the Bids: NIA Branch Office, Sector-7/26, Gomti Nagar Extension, Lucknow (UP).

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 compliant/suitable after Technical evaluation is done by the NIA Lucknow.

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/- (Rupees Five Hundred) only (non-refundable) in the form of the Demand Draft made in favour of “**GOVERNMENT FUND SP NIA LUCKNOW**” 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. “If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered”.

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.18,000/- (Rupees Eighteen Thousand)** 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. 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.

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13. Time allowed to carry out the work: **Twenty days**

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. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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

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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.

22. 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 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 3 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. On interest is payable on the Performance Guarantee.

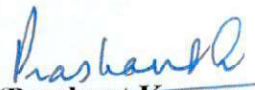
23. The work shall be carried out as per specification of CPWD.

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

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

26. 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.

27. Rates shall be inclusive of all Tax and G.S.T.


(Prashant Kumar, IPS)
Deputy Inspector General
National Investigation Agency
Branch Office, Lucknow



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Name of Work: Execution of civil works i.e. covering basement ramp of Administrative Block with polycarbonate sheet at NIA Branch Office, Sector-7/26, Gomti Nagar Extension, Lucknow, Uttar Pradesh.

Measurement : Base ramp is in curved shape, in which measurement of one side is 26.55 meter (87 feet) and another side is 17.50 meter (57.40 feet). Width of entrance of basement ramp is 5.70 meter (19 feet) and height of wall is 1.3 meter (4.3 feet).

DESCRIPTION OF WORKS

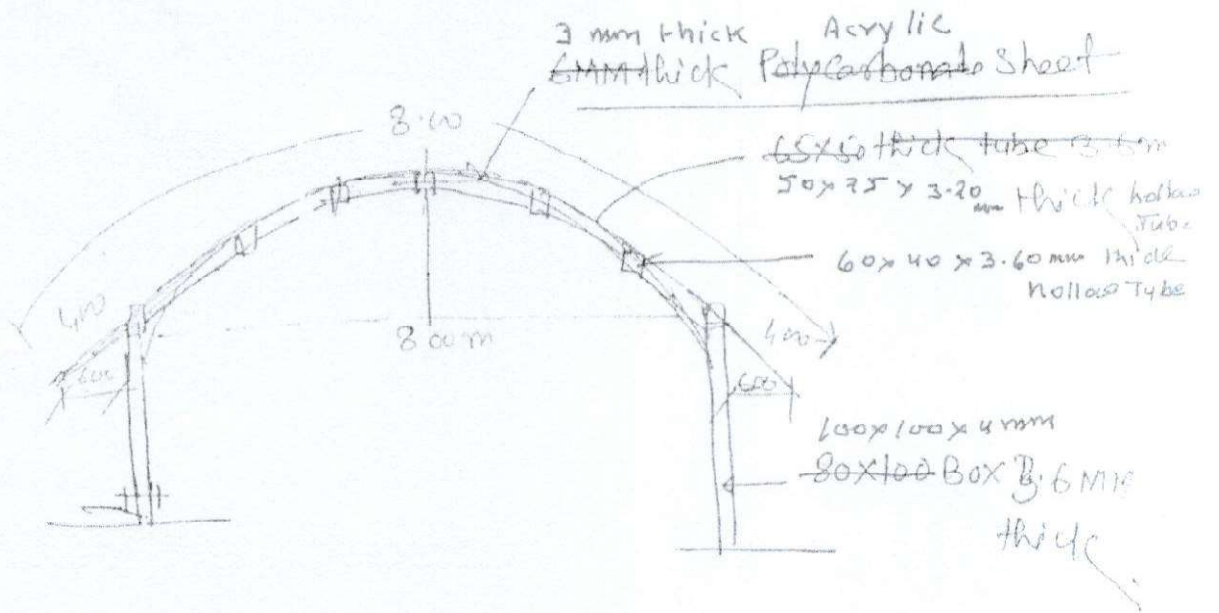
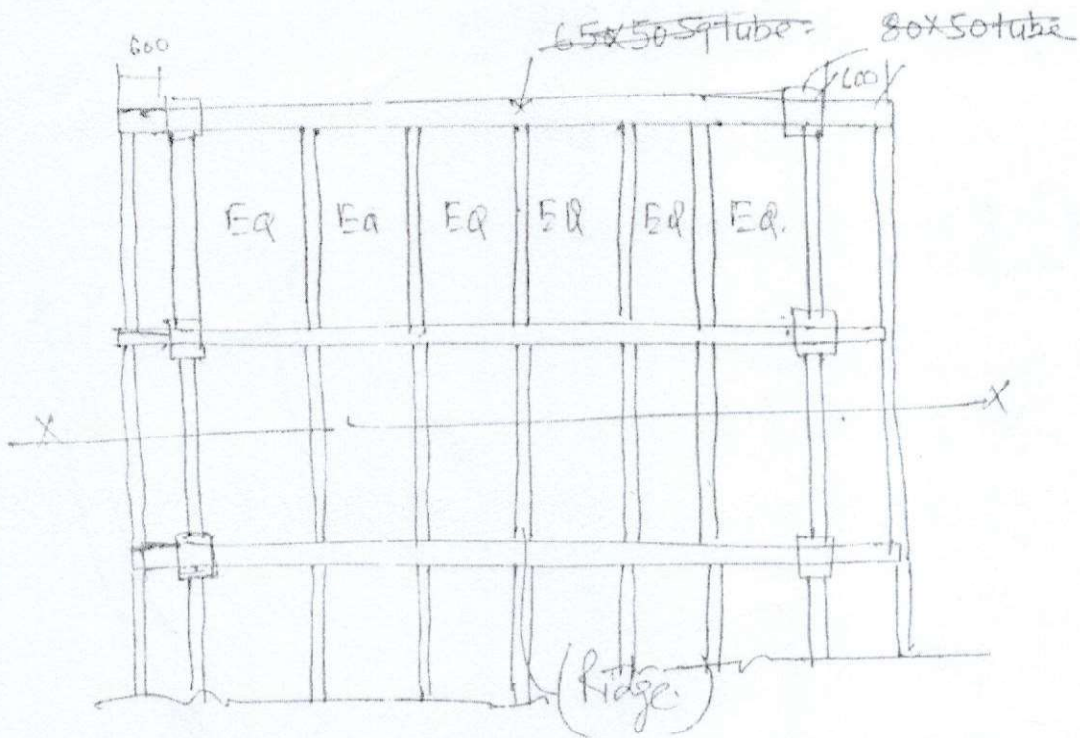
(Technical Bid & Financial Bid should be kept in separate sealed cover duly superscribed)

S.No.	Description of Works	Quantity
1	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses, gates etc, including cutting, hoisting, fixing in position including welding and bolted with special shaped washers etc. complete. Hot finished welded type tubes.	3610 Kg
2.	Providing and fixing carbon steel galvanized (mini coating 5 micron) dash fastener of 10 mm diameter. Double threaded 6.8 graded (yield strength 480 N/mm) counter sunk head, comprising of 10 mm diameter polyamide P.A.6 grade sleeve, including drilling of hole in frame, concrete, masonry etc as per direction of incharge :	72 Nos.
3.	Finishing with epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface etc. complete on steel work.	150 Sqm
4.	Extractor bonding M.S. Tube into required curve/ shape	1160 Kg
5.	Providing and fixing 3mm thick translucent clear acrylic plastic (PMMA) sheet roofing (confirming to Is 14753) to curved surface fixed with stainless steel hexa head fastener self-tapping bolt of size 5 x 20 mm with required washers at 300mm Centre to Centre but excluding cost of purlin, rafters and trusses including labour and material all complete as per direction of incharge.	220 Sqm
6.	Providing and fixing analysed aluminum wind ties with size 40 x 4 mm with minimum anodizing 15 micron fixed with stainless steel hexa head self-tapping fastener screws of size 5 x 20 mm and washers at rate 300 mm Centre to Centre all complete as per direction of incharge.	125 m

Note: - Work shall be carried out as per latest C.P.W.D specifications.

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ANNEXURE - B



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UNDERTAKING

I, Shri. _____ hereby solemnly agree to abide by the terms and conditions. Any break of the clause/clauses shall 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 civil works for execution of **“covering basement ramp of Administrative Block with polycarbonate” at NIA Branch Office, Sector-7/26, Gomti Nagar Extension, Lucknow (UP)** as specified in the tender documents. I have also understood that I have to maintain standard quality of materials. I have not been black listed for undertaking civil works from any Central/State Government organization.

Dated

Signature of the Contractor

Rashant