



भारत सरकार / GOVERNMENT OF INDIA  
गृह मंत्रालय / MINISTRY OF HOME AFFAIRS  
राष्ट्रीय अन्वेषण अभिकरण / NATIONAL INVESTIGATION AGENCY

**Invitation of Bids for hiring of Movers & Packers**

**Tender No.01/2017 Dated 12<sup>th</sup> July 2017**

1. Seal Bids are invited on behalf of the President of India by Director General, NIA, New Delhi from the specialized agencies engaged in the business of Movers and Packer for "Shifting of existing NIA office from NDCC-II Building, Jai Singh Road, New Delhi to CGO Complex, Lodhi Estate, New Delhi" as per details of services mentioned in Part-II of this Tender. 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 processing charge is Rs.500/- (non-refundable)
2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender are given below -
  - a. Bids/queries to be addressed to: The DIG (Admin)
  - b. Postal address for sending the Bids: 7<sup>th</sup> Floor, NDCC-II Building  
Palika Kendra, Jai Singh  
New Delhi-110001
  - c. Name/designation of the contact personnel: Shri N N D Dubey,  
DIG (Admin)
  - d. Telephone numbers of the contact personnel: 011-23438211
  - e. e-mail address of contact personnel: dig1.delhi.nia@gov.in
  - f. Fax number: 011-23438235
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.

*[Handwritten signature]*  
12.7.17

**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:**  
**10<sup>th</sup> Aug 2017 at 1400 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:**

**10<sup>th</sup> Aug 2017 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 Buyer).

**4. Location of the Tender Box:**

Reception, 7<sup>th</sup> Floor, NIA HQ, NDCC-II Building, Palika Kendra, Jai Singh, 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:**

Main Conference Hall, 7<sup>th</sup> Floor, NIA HQ, NDCC-II Building, Palika Kendra, Jai Singh, New Delhi.

*Handwritten signature*  
12.7.17

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 to assess the eligibility 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 07 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.

Amended  
12.7.17

**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.60,000/- 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 Pay & Accounts Officer, NIA, 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, 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.

*Handwritten signature and date: 12.7.17*



Tender document may be downloaded from website [www.nia.nic.in](http://www.nia.nic.in) or may be obtained from the office of the DIG (Admn), NIA, HQ, Delhi. Bidders who have downloaded the tender document from website may submit the tender processing fee by DD in favour of PAO, NIA payable at New Delhi. Tender without EMD and Tender processing fee will not be considered.

## **Part II – Essential Details of Eligibility and Services required**

Shifting of Office records, furniture, equipments etc. from 6<sup>th</sup> and 7<sup>th</sup> floor of NDCC-II, Building, Jai Singh Road, New Delhi to NIA HQ Building at CGO Complex, Lodhi Estate, New Delhi including packing-unpacking, loading-unloading and placing in position as per the direction of the Officer-in-charge.

Please note that no packing material will be provided by NIA.

**Eligibility Criteria:** The Vendor must fulfill the following conditions and submit the documents:

Registration Certificate/ Certificate of incorporation of firm.

- i) **TURNOVER:** The turnover of the Bidder should be more than Rs. 50.00 Lakhs during the last three financial years starting from FY 2013-14. Copy of the audited (Duly certified by CA) Balance Sheet & Profit & Loss Statements to be submitted as supporting evidence.
- ii) **EXPERIENCE:** Should have satisfactorily completed during the last 3 years previous to one in which the tender is invited i.e. between 2014, 2015 and 2016 in any Government/ Semi Government/ Central Autonomous Bodies/ PSU/ Government hospitals either:
  - 3 similar works (shifting work), each costing not less than Rs.4.00 lakhs
  - Or
  - 2 similar works (shifting work) not costing less than Rs.6.00 Lakhs
  - Or
  - one such work (shifting work) not costing less than Rs.12.00 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 Service Tax Registration with the Central Board of Excise & Customs (Certified copy of registration to be submitted).
- v) Should give an undertaking that up to date Income Tax Returns, EPF/ESIC Returns have been filed with the appropriate authorities during the last three years.

- vi) Scanned copy of PAN Card of Proprietor or the firm as the case may be & ITRs for the last three financial years 2013-14, 2014-15 and 2015-16 to be submitted.
- vii) 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 CGHS forthwith.
- viii) The Registered office or a Branch Office of the bidder should be located in Delhi.
- ix) 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". Scanned copy of the undertaking to be signed & sealed by the authorized signatory before submitting.
- x) A 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.
- xi) Should be registered for GST.
- xii) Tender Processing Fee by DD
- xii) EMD as prescribe in tender document.

### **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 (Admn), NIA, New Delhi.

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.

NOTE: The contractor shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Contractor. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the contractor, shall also be submitted alongwith the

*Handwritten signature and date 12.7.17*

tender. NIA may reject outright any bid not supported by adequate proof of the signatory's authority.

The work shall be carried out in 07 (seven) day from the date of issue of letter of commencement of work. The probable date of shifting will be in the last week of Sept 2017 or in the first week of October 2017.

The interested bidders are advised to visit and acquaint himself with the areas in the facilities and items to be shifted. 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 all 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 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 amounts 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.

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) In case the transport company does not carry out the work within the period stipulated in the contract, the transport company will be liable to pay damages @ Rs 50,000 per day of delay beyond the stipulated period and the same shall be recovered from the bills of the transport company. However, if the delay is on account of accident, or force majeure such as flood, heavy rains, earthquake or blocking of road by reason of any strike, the transport company will not be liable to pay the damages for the delay.
- (ii) If the job is not carried out to the satisfaction of the Department, a penalty of a minor fine upto Rs.2,000/-, or a major fine of Rs.5,000/- for each incident 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.
- (iii) In case any complaint is received attributable to misconduct/ misbehavior of contractor's personnel, 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.

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 one 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 15 days 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 10 days 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. Price quoted should be excluding the taxes/duties. The applicable taxes should be mentioned in the relevant column provided for the purpose. In case space provided for the Tax remain blank, it will be presumed that either no tax is payable or prices are inclusive of all taxes.

2. 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

*Handwritten signature and date:*  
12.7.17

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.

3. 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.

4. 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.

#### **Part IV – Special Conditions**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the Tender mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

##### **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.

*Heaven*  
12.7.17

**3. Payment Terms** – The payment shall be made in the bank account of the contractor directly through e-payment mode. It is 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 shall be made under any circumstances.

The contractor shall submit the bills to the office of DIG (Admn), NIA HQ, New Delhi with the following documents for verification and payment:

- i. Performance & Evaluation reports duly signed by the Officer authorized to issue the said reports in respect of shifting work.

The bills are to be submitted in triplicate with above mentioned enclosures,. 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. Service tax/GST will be as per existing laws prevalent during the contract period.

**5. 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/substandard services are provided in respect of the services or any part thereof, the Buyer shall after granting the Seller 05 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 05 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 there under.
- 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."

*Handwritten signature and date 12.7.17*



## **7. 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.

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.

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 Agency shall be responsible for payment of wages etc to its deployed personnel as per prevailing Acts/Orders as applicable under statutory laws. If any dispute arises between the Agency & the employed personnel regarding wages or any other service condition, it shall be settled by the Agency & the personnel engaged by it themselves. NIA shall not be a party in any such dispute. The contractor shall provide necessary insurance coverage to his workmen engaged in the execution of his contract so as to hold the NIA non-liaible for any act of contractor's workmen in case of any accident / mishap including death.

## **8. Other Special conditions**

The Agency will provide trucks of good condition with the drivers having valid driving licenses. The authorized officers of the department will inspect the condition of the truck, permits, insurance books of each truck, tax paid receipts and driving licenses of the drivers and the transport company will produce the said documents for inspection to the officers of the department whenever required to do so. If the officer is of the opinion that any truck is not of good condition or lacking in any other respect, he can request the Agency to take back the said truck for which the Agency shall not claim any charges. The authorized officer will inform the Agency the reasons for rejection of the truck to be taken back. During the transport, the transport company's representatives will take proper care and precautions for the protection of the products, so that the products may be delivered in good condition.

Transportation will be done at carrier's risk subject to the provisions of the Carriers Act, 1865. If during the transit, the material is lost or damaged due to accident or any other reason whatsoever, the agency will be liable make good, the loss or damage to the products. If any item is lost or damaged in

*Memo*  
12.7.17

transit, the agency will immediately inform the Department about the loss or damage along with the place of the incident. The department will depute immediately its representative to assess the damages, The amount of loss/damages and expenses incurred by the department due to the incident will be recovered from the amount payable to Agency.

Loading / Unloading – No Loading and unloading charges will be allowed at the transshipment point. Authorized representative of transporters should be available at the time of loading to ensure proper loading of material on the truck to avoid any transit damages and/or the transshipment point. Transporters must provide sufficient number of helpers along with the Truck at the loading/ unloading point for smooth loading/ unloading operations.

In case of costly and delicate items like computers, TV, servers, Refrigerators, servers etc, the agency will arrange proper packing of the items so as to prevent any damage during the transit. No extra charges of packing and unpacking will be paid.

**Note: It is advised to check the list of items properly and also visit the office to physically see and have assessment of the job to avoid any confusion before submitting their bids.**

Goods once loaded in trucks are to be completely taken care of during whole of transit period to be covered with tarpaulin, rope etc. to prevent rain water, damage and look after from any damage / pilferage / loss / non-short delivery, wastage etc. till safe delivery to the destinations.

The authorized transporter will be responsible obtaining all permissions from respective authorities for movement of their vehicle engaged in the shifting work and also responsible for safe handling of all related documents like challan, packing note, permit, Gate Pass, Test Certificate, Insurance etc. which are to be delivered to the authorized person as instructed without fail and submit receipts thereof. Transporter will be responsible or any loss/ misplacement of papers and also be responsible to compensate the department adequately.

*Handwritten signature*  
12.7.17

## **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.

*Ames*  
*12.7.17*

## **EVALUATION PROCEDURE**

Technical Evaluations of the Bids will be done by a duly constituted committee on the basis of Bid Documents submitted as mentioned Eligibility criteria and 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



(N N D Dubey, KC)  
Dy Inspector General (Adm)  
NIA HQ New Delhi  
Tele No.23438211  
Email- dig1.delhi.nia@gov.in



### PRICE BID FORMAT

Sl.No.	Description	Rate
1.	Shifting of office records, furniture, equipments etc. from 6 <sup>th</sup> and 7 <sup>th</sup> floor of NDCC-II Building, Jai Singh Road, New Delhi to NIA HQ Building, CGO complex, Lodhi Estate, New Delhi including the cost of transportation, packing-unpacking, loading-unloading and placing in position etc. as per direction of the Officer-in-Charge.	
2.	GST %	
3.	Other taxes/statutory charges if any	
<b>G. Total:</b>		

Amount in Words \_\_\_\_\_

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

#### NOTE:

- (1) Item No. 1 above is inclusive of all services and material required for shifting. Nothing extra shall be paid. No Packing material will be provided by NIA.
- (2) No cutting/overwriting is allowed. Use of eraser or white fluid for making any correction in the price bid is strictly prohibited. Tender may be reject for this reason.


No.PC-22/001/SHIFTING/NIA/2017-18/ 211  
National Investigation Agency  
Government of India  
MINISTRY OF HOME AFFAIRS  
6<sup>TH</sup> & 7<sup>TH</sup> FLOOR, NDCC-II  
PALIKA KENDRA, JAISINGH ROAD  
NEW DELHI -110001

Dated: 18 July 2017

CORRIGENDUM

In continuation to this office Tender notice No.01/2017 dated 12 July 2017, a pre-bid meeting will be held at NIA HQ New Delhi on 02 Aug 2017 at 1200 hrs to clear the queries/doubts of the vendors being participated in the tender process for hiring of Packers & Movers.

2. All the vendors are requested to attend the pre-bid meeting on due date and time.

  
Section Officer (Accounts)  
NIA HQ NEW DELHI

Distribution

- ✓ 1. SP (IT) - for uploading in the NIA website.  
2. File.

