

INVITATION OF TENDER

FROM CENTRAL GOVT. AND STATE GOVT. PUBLIC SECTOR
UNDERTAKINGS

FOR

SELECTION OF PROJECT MANAGEMENT AGENCY (PMA)
FOR

PROVIDING PROJECT MANAGEMENT SERVICES FOR
PLANNING, DESIGNING & CONSTRUCTION OF OFFICE
BUILDINGS FOR NATIONAL INVESTIGATION AGENCY (NIA)
AT MUMBAI

06/2019

Tender No:E-63/001/LA-Mumbai/2013/NIA/

Date: 21.01.2019

Time schedule of various tender related events:

Last Date & Time for bid Submission	: 20.02.2019 2:00 pm
Technical Bids Opening	: 20.02.2019 4:00 pm
Presentation Date & time	: The exact date will be e-mailed to qualified bidders
Financial bids Opening Date & Time	: The exact date will be e-mailed to qualified bidders



National Investigation Agency (NIA)

Head Office:

NIA Headquarter, C.G.O. Complex,
Lodhi Road, New Delhi-110003

Tender No:E-63/001/LA-Mumbai/2013/NIA/

Date: 21st January, 2019

NOTICE INVITING TENDER

National Investigation Agency (NIA), New Delhi wishes to appoint Project Management Agency (PMA) from amongst Central Government/State Government Public Sector Undertakings eligible as per rule 133(3) of GFR-2017, on **Lump Sum** fee basis for providing comprehensive Project Management Services for Planning, Designing & Construction of NIA Office Buildings at Mumbai.

The PMA shall be selected /Appointed on the basis of evaluation & selection criteria as defined in the tender document and as per schedule mentioned hereunder:

1.	Owner/ Client		NATIONAL INVESTIGATION AGENCY (NIA), NEW DELHI
2.	Estimated Cost of Project	:	Rs. 17.18 crore (excluding agency charges, contingency charges)
3.	Completion Time	:	24 Months
4.	Last date and time for submission of tender	:	20.02.2019 up to 2.00 pm
5.	Pre - bid meeting	:	31.01.2019 at 3.00 pm At NIA Hq. Building, CGO Complex, New Delhi
6.	Date of opening of Technical Bid	:	20.02.2019 at 4.30 pm (same day after submission of tender)
7.	Date of opening of Financial Bid	:	The exact date will be intimated to technically qualified bidders

Notes:

1. NIA reserves the right to accept or reject any or all tenders without assigning any reason thereof.
2. Complete tender document can be seen & downloaded from NIA web site:
3. Corrigendum/ Addendum if any, shall be uploaded on NIA web site only and will not be published in newspapers.

For NIA

TENDER DOCUMENT

FOR

SELECTION OF PROJECT MANAGEMENT AGENCY (PMA)

FOR

**PROVIDING PROJECT MANAGEMENT SERVICES FOR
PLANNING, DESIGNING & CONSTRUCTION OF OFFICE
BUILDINGS FOR NATIONAL INVESTIGATION AGENCY (NIA)
AT MUMBAI**

J7

Information to Bidders (ITB)

1.0 Introduction: National Investigation Agency (NIA), New Delhi intends to appoint Project Management Agency (PMA) from amongst Central Government/State Government Public Sector Undertakings who are eligible as per amended rule 133 (3) of GFR-2017 for providing comprehensive Project Management Services for Planning, Designing and Construction of NIA Office Buildings at Mumbai.

The combined estimated project Cost for the proposed works is approx. Rs. 17.18 crores. The Office Buildings shall be planned, designed & constructed as per requirements of NIA at individual locations. All the buildings shall be state of the art buildings comprising of Green Building Features, environment protection measures, energy efficiency norms etc. as per latest Central Government guidelines and local building bye-laws.

2.0 Definitions

Unless context or consistency demands otherwise the following terms shall have the meaning assigned to them as under:

- 2.1 **'CLIENT DEPARTMENT'** shall mean National Investigation Agency and shall include their legal representative, successor and permitted assigns.
- 2.2 **'NIA'** means National Investigation Agency
- 2.3 **'PMA'** shall mean the Project Management Agency engaged by NIA.
- 2.4 **'Completion'** means when the Building(s) Structures(s) are complete in all respects along with associated services i.e. ready to occupy and are actually handed over to the NIA.
- 2.5 **'Authorized Representative'** shall mean the representative of Project Management Agency.
- 2.6 **'Project'** shall mean "Planning, Designing & Construction works for NIA Office Building" as per individual location.
- 2.7 **'Services'** in the context of PMA shall mean the Project Management services to be rendered by the PMA.
- 2.8 **'Contractor'** means the contractor or contractors or suppliers or agencies employed by the Project Management Agency for the work or any connected work.
- 2.9 **'CVC'** means Central Vigilance Commission, Government of India.
- 2.10 **'CAG'** means Comptroller & Auditor General, Government of India.
- 2.11 **'Architect'** means the Architect appointed by PMA for this work.
- 2.12 **'Environment Consultant'** means the Environment Consultant appointed by PMA

for this work.

2.13 '**Green Building Consultant**' means the Green Building Consultant appointed by PMA for this work.

3.0 The brief details of the works are as under:

Office Building at Mumbai:

- i) Area of plot = 1600 SqM
- ii) Estimated Cost = Rs 17.18 crore

4.0 The Broad Scope of the works shall be as under:

- i. Preparation of detailed working, structural and Architectural drawings after Engineering calculations as per international codes or equivalent Indian Codes & Standards, Regulations & Rules. The structural drawings shall be got vetted from reputed Engineering institute such as NIT/IIT etc
- ii. Preparation of detailed estimates for buildings and all services (Civil, Electrical, Mechanical and Networking)
- iii. Preparation of Notice Inviting Tender, call of tenders including pre-bid conference wherever applicable, receipt and opening of tenders, decision of tender and award of work.
- iv. Statutory clearance/NOCs from Civic Bodies
- v. Execution of work and contract management.
- vi. Obtaining External service connection for water/ sewerage and Electricity.
- vii. Completion of work.
- viii. Testing and commissioning of the equipment installed in the building.
- ix. Completion certificate from all relevant authorities including fire clearance
- x. Handing over to client department with all drawing/ designs, approval of local authorities and inventory.
- xi. Defect liability period will be for a year from the date of handing over of Building to NIA. Defect liability period for waterproofing will be for a period of 10 years. Bank Guarantee for the amount equal to water proofing work will be obtained from the PMA.

5.0 Bid Conditions

- 5.1 The Bidders shall provide their services as PMA till the completion of works and completion of Defect Liability Period for all the works.
- 5.2 Client department reserves to itself the authority to reject any or all of the bids received and changes of the scope of work without assigning any reason. The Client department also reserves the right to itself to terminate the bidding process at any stage with due reasons.
- 5.3 The offer, in which any of the prescribed conditions is not fulfilled or where the bidder puts any condition including that of conditional rebate, shall be liable to be summarily rejected.

- 5.4 Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited and the bid submitted by the bidder who resorts to canvassing in any form would be liable to rejection.
- 5.5 The offer shall remain open for acceptance for a period of 180 days from the date of opening of 'Bids'.
- 5.6 Bidder must ensure before submitting the bid that each and every page of the bid documents is duly stamped & signed by the authorized officer of the organization. The bid document shall form a part of the contract agreement. The successful bidder on acceptance of his bid by the Accepting Authority, and issue of letter of intent/award shall, within 30 days, sign the contract agreement
- 5.7 To obtain firsthand information on the assignment and on the local conditions, Bidders are advised to visit the site. Bidders are expected to familiarize themselves of local conditions and take these into account while preparing their bids.

6.0. Submission of Bid:

Technical and Financial Bid should be submitted on or before the date mentioned in the tender document.

Delay in submission, whatsoever for any reason, will not be entertained.

The Agency charges all-inclusive but excluding GST for providing Project Management Consultancy Services shall be quoted in terms of fee percentage of construction cost of project both in figures & in words duly signed by the Authorized Signatory whose name & other details are to be indicated in the prescribed format provided with the tender document. GST as applicable on agency charges, shall be paid extra.

NIA shall reimburse / pay all expenditure related to obtaining statutory clearances of the project as per actual including registration charges (if any) with the authority concerned.

7.0. Eligibility Criteria:

Minimum Eligibility Criteria:

The PSUs who are eligible as per rule 133(3) of GFR-2017 i.e. (i) any Public Sector Undertaking set up by the Central or State Government to carry out civil or electrical works or (ii) any other Central/ State Government organisation/ PSU which may be notified by the Ministry of Urban Development (MoUD) for such purpose after evaluating their financial strength and technical competence; and fulfil the following minimum eligibility requirements shall be eligible to apply:

- 7.1. Should have satisfactorily completed the works as mentioned below during the last Seven years ending previous day of last date of submission of tenders.

- (i) Three similar works of providing Project Management Services for construction of any Academic campus/ Office Complex/ Townships for Central Government/ State Governments each costing not less than Rs 15 Crore

OR

- (ii) Two similar works of providing Project Management Services for construction of any Academic campus/ Office Complex/ Townships for Central Government/ State Governments each costing not less than Rs 22 Crore

OR

- (iii) One similar work of providing Project Management Services for construction of any Academic campus/ Office Complex / Townships for Central Government/ State Governments each costing not less than Rs 42 Crore

Similar works means experience in Providing Project Management Services for Multi- Storied Office Complex / Institutional / Academic Buildings/ Townships for Central Government/ State Governments/ PSU set up by the Central or State Government.

Work order and completion certificate issued by the client department are to be submitted in support of the above.

- 7.2. The PSUs which are under the process of disinvestment through strategic sale or otherwise, are not eligible to apply. An undertaking in this regard may be submitted by each bidder.
- 7.3. The agency should not have suffered any loss during each of the last 3 financial years starting from 2015-16.
- 7.4. Average annual Turnover of the PSU should not be less than Rs. 150 crores during the three previous financial years starting from 2015-16.
- 7.5. Memorandum of Association and year of set up of PSU shall be submitted along with the tender as documentary evidence for this purpose.
- 7.6. The PSUs that are debarred / blacklisted by any Govt. Deptt. Or other PSUs, are not eligible to participate. In case, it is found at a later stage that the bidder is a debarred/ blacklisted company by any Govt. Deptt., then the works may be withdrawn from PMA by NIA.
- 7.7. In addition to above, the bidders have to obtain minimum 60% marks in Stage-I evaluation (as per parameters explained in Annexure-III), to qualify for next stage.

8.0 Documents / details to be submitted in the Offer:

- 8.1 The PSU, is required to furnish the following details / documents duly signed and stamped on each page by the authorized signatory of the PSU:
- I. Technical details of the PSU and other relevant information in the formats prescribed at Annexure V to VII, including in the details provided therein. (Such information shall form the basis of technical evaluation)

- II. Certificate of Incorporation / Registration/ Memorandum of Association and year of set up of PSU.
- III. Copy of 'Aims and Objectives' of the PSUs, as indicated in the Memorandum of Association and Articles of Association of the PSU.
- IV. Annual reports audited statement or statements certified by an independent auditor appointed by company; for the last five financial years (2013-14 to 2017-18) in support of turnover and profit. Net worth certificates in the prescribed format for the last five years or solvency certificate for the last six months.
- V. Copy of Registration Certificate for GST and copy of PAN and TAN.
- VI. Stamped and signed (each page) copy of Tender Document, as a mark of acceptance of all conditions of the Tender.
- VII. A certificate from the Chairman/Company Secretary of the PSU, certifying the details of the signatory authority and attestation of such authority's signature or Power of Attorney in favor of the signatory authority for the purpose of signing bid documents.
- VIII. A detailed write-up on the PSU's Approach and Methodology to perform the assignment based on the Scope of work and Terms of Reference.
- IX. EMD & Tender processing fee as mentioned in the tender document.
- X. Other documents as mentioned in the bid elsewhere.

Notes:

- a. All papers which are photo copies and are submitted as part of the proposal shall be readable duly attested by the company's CS/CA or Authorized signatory.
- b. Each of the pages of the proposal submitted will be signed and stamped by the authorized signatory of the PSU.
- c. Each page of the proposal should be duly numbered and total number of pages in the proposal should be clearly mentioned. Index of the documents submitted in the bid should be given and location of the documents submitted should be clearly mentioned in the index so that the evaluation committee is able to easily locate them. Non-compliance to the condition will result in outright rejection of the bid.
- d. All monetary figures should be INR.
- e. Only proposals complete in all respects and containing all requisite documents/information/ data shall be accepted and evaluated. Proposals which are incomplete or lacking in any manner shall be declared "not responsive" and summarily rejected and no requests for condonation / acceptance of information

after the final date for submission of tender documents shall be entertained.

9.0 Earnest Money Deposit:

9.1 To safeguard the interests of the Government, each bid will be accompanied by an Earnest Money Deposit of @ 2% of estimate cost of the project. Earnest money can be deposited along with the technical bid by means of bank Guarantee (in format given at Annexure IX) or Demand Draft in favor of **"PAO National Investigation Agency" payable at New Delhi**. The Earnest Money Deposit shall have to be valid for Six months

Technical bids not accompanied by Earnest Money or Earnest Money in deviation from above shall be summarily rejected. No interest shall be payable by the NIA for the sum deposited as EMD.

9.2 Earnest money will be returned to all unsuccessful PSUs without interest as soon as possible after the successful Bidder has been awarded the contract.

9.3 EMD of the successful bidder shall be returned/ refunded after submission of Performance Guarantee and signing of MOU/ Agreement between the bidder & NIA.

9.4 The Earnest Money shall be liable for forfeiture in the following events:

- I. If proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- II. If the proposal is varied or modified in a manner not acceptable to the Client department after opening of proposal during the validity period or any extension thereof.
- III. If the bidder tries to influence the evaluation process.
- IV. If the first ranked bidder withdraws his proposal prior to signing of contract or fails to furnish the performance security in accordance with instruction to the bidders.
- V. For contravention of any of the conditions of the tender not acceptable to NIA.

9A. As soon as possible after the MoU is concluded; the PMA shall submit a Time and Progress Chart for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the MoU for completion of the works. It shall indicate the forecast of the dates of commencement and completion of various stages of the work and may be amended as necessary by mutual consent between the Client Department and the PMA within the limitations of time imposed in the MoU and further to ensure good progress during the execution of the work, the PMA shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme to be made) complete the work as per mile stones as agreed.

Programme Chart:

(i) The PMA shall prepare an integrated programme chart in MS Project/ Primavera software for the execution of work, showing clearly all activities from the start of work till completion, with details of manpower, equipment and machinery required for the fulfilment of the programme within the stipulated period of earlier and submit the same for approval to the NIA within ten days of award of the MoU. A recovery of Rs. 2500/- (for works costing up to Rs. 20 crores)/ Rs. 5000/- (for works costing more than Rs. 20 crores) shall be made on per day basis in case of delay in submission of the above programme.

(ii) The programme chart should include the following :

(a) Descriptive note explaining sequence of the various activities.

(b) Network (PERT/ CPM/ BAR CHART).

(c) Programme for procurement of materials by the PMA. Programme of procurement of machinery/ equipment having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the PMA. In addition to above, to achieve the progress of Work as per programme, the PMA must bring at site adequate shuttering material required for cement concrete and R.C.C. works etc. for three floors within one month from the date of start of work will the completion of RCC work as per requirement of work. The PMA shall submit shuttering schedule adequate to complete structure work within laid down physical milestone.

(iii) If at any time, it appears to the Client department that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, the PMA shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the NIA. A recovery of Rs. 2500/- (for works costing up to Rs. 20 crores)/ Rs. 5000/- (for works costing more than Rs. 20 crores) shall be made on per day basis in case of delay in submission of the above programme.

(iv) The submission for approval by the Client department of such programme or such particulars shall not relieve the PMA of any of the duties or responsibilities under the MoU. This is without prejudice to the right of Client department to take action against the PMA as per terms and conditions of the agreement.

10.0 Tender Processing Fee (Non-refundable):

The Tender Processing Fee is Rs 5000.00 which shall be submitted in the form of Demand Draft favoring **"PAO National Investigation Agency"** payable at New Delhi and shall be submitted as described in the para 'Submission of Bid Proposal'.

11.0 Submission of Bid Proposals:

11.1 Two Bid System: The original technical proposal shall be placed in a sealed envelope clearly marked **"TECHNICAL BID for selection of PMA for Construction of Office Buildings for NIA at Mumbai"** Similarly, the original financial proposal shall be placed in a separate sealed envelope clearly marked **"FINANCIAL BID for selection of PMA for Construction of Office Buildings for NIA at Mumbai"**

Both the envelopes containing the Technical bid & Financial bid along with the third envelop clearly marked as **"EMD and Tender Document Fee"** & containing original EMD and DD for tender document fee shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address as mentioned in clause 12.4 and super scribed as **"Bid for selection of PMA for Construction of Office Buildings for NIA at Mumbai"** It will also mention the name of the PSU with the address and stamp. The complete Bid Proposal shall reach the NIA office before time & date mentioned in the tender document. The NIA shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed properly or received in mutilated form. This may also be reason for rejection of the bid. If the financial proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the proposal non- responsive.

11.2 **Technical Bids** shall consist of –

- i. Copy of complete Tender Document & clarifications/corrigendum/ addendum issued by NIA, if any, duly signed and stamped on each page by the authorized signatory of the PSU as a mark of acceptance of all conditions of the Tender Conditions.
- ii. Prescribed fee for Tender processing
- iii. Prescribed Earnest Money Deposit (EMD)
- iv. All Documents mentioned in the tender document.
- v. Information in Annexure V to VIII along with all supporting documents. Technical bids not meeting this requirement or incomplete in any respect will not be considered and summarily rejected.

11.3 **Financial Bids** shall consist of the Agency Charges to be quoted in **Lump Sum** by the PSUs in the prescribed format at Annexure-IV. The agency charges shall be quoted separately for each work in the same format. But for evaluation purpose, the total Agency Charges quoted for all the works combined together, shall be considered. The Financial proposal shall not include any conditions to it and any such conditional financial proposal shall be rejected summarily.

12 Taxes:

- 12.1 The quoted agency charges shall be inclusive of all taxes & levies except GST, which shall be paid extra on agency charges.
- 12.2 Any change in any duty/ tax upward/ downward as a result of ay 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 Client department by the PMA. All such adjustments shall include all reliefs, exemptions rebates, concession etc. if any obtained by PMA.

12.3 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(PMA) shall inform the buyer in writing within 15 days of imposition/ Notification of said tax and thereupon necessarily and properly pays such taxes/ levies/ ces. The(PMA) 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(PMA). The ... (PMA) 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.

13.1 The bid proposals from the interested eligible PSUs shall be accepted at the following address up to 14:00 Hrs. (Indian Standard Time) on 20.02.2019. The proposal shall be addressed to:

**The Director General,
National Investigation Agency,
NIA Headquarter Building, CGO Complex,
Lodhi Road, New Delhi-110003.**

And shall be marked as mentioned in the tender document elsewhere.

13.2 The proposal may be sent by post or delivered in person on the above-mentioned address. The responsibility for ensuring that the proposals are delivered in time would vest with the PSU and NIA shall not be responsible if the proposals are delivered late or elsewhere.

13.3 Any proposal received by the Client department either by post or courier service or in person after the specified date and time, will not be opened.

13.4 Validity of the Bids for acceptance: The bids submitted by bidders shall remain valid for acceptance up to a period of 180 days from the timeline date for submission of bids.

14.0 Opening of Bid Proposals:

14.1 NIA shall open the technical Bids at 16:30 Hrs. on 20.02.2019 at the address stated in Para 11.4 above in the presence of authorized representatives from participating PSUs who choose to attend. In case the date fixed for submission/opening of the proposals is subsequently declared as holiday by the government, the proposals will be accepted/opened on the next working day with the time and venue remaining unaltered.

14.2 While Technical Bids will be opened on the date and time given in Para 12.1 below, financial Bid of only technically qualified PSUs, will be opened later for which separate date and time will be notified and e-mail message will be sent to the qualified bidders.

15.0 Evaluation Criteria

- 15.1 The duly constituted Tender Evaluation Committee shall evaluate the Technical Proposal on the basis of bidder's responsiveness to the Terms of Reference and by applying the evaluation criteria, specified in the Tender. In the first stage of evaluation, a proposal shall be rejected if it is found deficient as per the requirements indicated in the Tender document for responsiveness of the proposal. Only responsive proposals having minimum eligibility criteria shall be further taken up for evaluation. Evaluation of technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The proposal will be evaluated, based on the eligibility criteria and submission of all the requisite information / documents as asked for in this NIT/ Tender.

At Stage-I evaluation, marks will be given to the responsive bidders as per parameters explained in Annexure-III. The bidders getting at least 60% marks, shall be called for detailed presentation i.e. for Stage-II evaluation.

- 15.2 Presentation by the eligible bidder: A detailed presentation shall be given by the eligible Bidders who clear the technical scrutiny and get minimum 60% marks in Stage-I evaluation. Date and time of the presentation will be intimated to the eligible PSUs. The requirements of NIA for the individual buildings & their respective site plans shall be shared with the eligible bidders.

Presentation shall broadly include:

- 
- i. Understanding of the terms of References. (10 marks)
 - ii. Technical approach and methodology (10 marks)
 - iii. Work plan including timelines (10 marks)
 - iv. Maintenance of quality (10 marks)
 - v. Steps to be taken for timely completion of the project, plan B or alternate methods to complete the project in any eventuality (10 marks)
 - vi. Experience of working for similar projects with infrastructure (10 marks)
 - vii. Organization and staffing including suitability of the key personnel for the project and any suggestion made by the bidder to improve the terms of reference. This is an illustrative list of items, but not exhaustive. Based on inputs received from the bidders during the presentation, the employer may modify/ amend the terms of reference, staffing schedule, work schedule, logistics, and reporting subsequently. These documents will then be incorporated in the Contract as "Description of assignment/ job. " Special attention will be paid to clearly define the inputs and facilities required from the employer to ensure satisfactory implementation of the Assignment/job. (10 marks)
 - viii. Basic Concept Plans of the proposed buildings including 3-D views. (30 marks)

At Stage-II evaluation i.e. Detailed Presentation Stage, marks shall be given to each bidder by the Tender Evaluation Committee based on parameters explained above & response of the bidders to the queries of the committee members. The bidders who obtain minimum 70% marks in presentation, shall be declared technically qualified for the next stage evaluation

- 15.3 **Opening of Financial Bids:** The date & Time of opening of Financial Bids shall be intimated to the technically qualified bidders. The bids shall be opened in the

presence of PSU's Representatives who choose to attend. And the financial bids of other bidders who have not technically qualified, shall not be opened.

Stage-III Evaluation: The bidder who has quoted the lowest lump sum amount as agency charges in his financial bid, shall be ranked as L-1 bidder followed by the bidders quoted higher lump sum amounts as L-2, L-3 etc. The L-1 bidder/ PSU shall be declared eligible for award of this work.

16.0 Award of contract:

The PSU/Bidder, who has got L-1 Rank as per Stage-III evaluation, shall be awarded the work as per terms & conditions explained in the Tender Document.

In case, the L-1 bidder withdraws from the tender process, the L-2 bidder shall be offered the work at the financial bid of L-1 bidder.

17.0 Signing of MOU/ Contract Agreement:

The selected Project Management Agency shall sign MOU/ Contract Agreement with NIA, within 30 days, broadly as per terms & conditions of tender & other contract conditions mentioned in the Draft Memorandum of Understanding (MOU) enclosed with this tender document.

18.0 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 project is delayed due to causes of Force Majeure by more thanmonths provided Force Majeure clause is included in contract.
- (b) The delivery of project is delayed for causes attributable to Force Majeure for more thanmonths after the schedule date of start.
- (c) The ...(PMA) is declared bankrupt or becomes insolvent.
- (d) The client department has noticed that the ...(PMA) has utilized the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.

DRAFT MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING FOR "CONSTRUCTION OF NIA OFFICE BUILDINGS AT MUMBAI"

Memorandum of Understanding / Agreement made on this day of 2018 between the National Investigation Agency, Ministry of Home Affairs (hereafter called NIA, MHA) which expression shall, unless the context requires another or different meaning include its representatives and assigns on one part.

AND

 M/s(PMA), (A Government of India Enterprise) a company registered under the companies Act, 1956 under the Ministry ofand having its registered office at

which expression shall unless the context requires another or a different meaning include their successors, heirs, legal representatives, executors, administrators and assigns on the other part.

WHEREAS, MHA (NIA) vide Sanction letter No. dated 2018, the administrative approval cum expenditure sanction for incurring an expenditure not exceeding Rs. 17.18 crore (rupees seventeen crore and eighteen lakhs only) towards "Construction of NIA Office Buildings at Mumbai" by (PMA) including 3% contingencies (at actual against documentary evidence) and % agency charges plus GST, wherever applicable and 01% third party Inspection charges.

AND WHEREAS..... (PMA) has offered to take up and execute the detailed engineering and construction of aforesaid works, as per the specification and Bid submitted by (PMA) for undertaking the work on agency charges @ % of the actual cost of works, plus GST.

NOW THEREFORE, this MOU/Agreement witnessed and it is hereby agreed between the parties as follows:

1. SCOPE OF WORK

1.1 The scope of work for execution of the project by (PMA) includes the following activities: -

- i) Preparation of detailed working, structural and Architectural drawings
- ii) Preparation of detailed estimates for buildings and all services (Civil, Electrical, Mechanical and Networking)
- iii) Preparation of Notice Inviting Tender, call of tenders including pre-bid conference wherever applicable, receipt and opening of tenders, decision of tender and award of work.
- iv) Execution of work and contract management.
- v) Obtaining External service connection for water/ external and Electricity.
- vi) Completion of work.
- vii) Successful Testing and commissioning of all the quipment installed in the project.
- viii) Completion certificate from all relevant authorities including fire clearance
- ix) Registration with GRIHA rating agency.
- x) Handing over to client department.

2. DETAILS OF WORK

- (a) The (PMA) shall undertake the "Construction of Office Building for National Investigation Agency at Mumbai. The (PMA) shall appoint an architect out of the best renowned Architects available, accordingly to the requirements of NIA. Thereafter (PMA) shall prepare detailed estimate on the basis of conceptual drawings, design and specifications of project and the cost of that estimate including (PMA) Charges

(limited to % of actual cost and 3% contingencies) will remain within the approved cost of Rs 17.18 Crore.

- (b) Green Building Features: NIA's Office Buildings at Mumbai, are to be constructed by adopting the Green Building Features, to the extent provided for in the estimate. The buildings will be registered with GRIHA for grant of minimum 3-star rating (subject to site constraints).
- (c) (PMA) agrees to undertake the "Construction of NIA Office Buildings at Mumbai at a cost of Rs. 17.18 crores (Rupees seventeen crores and eighteen only) as Project Management Agency (PMA) based on the preliminary estimate submitted by (PMA) and sanction conveyed by NIA vide Sanction letter No The estimate covers the provision of "Construction of NIA Office Buildings at Mumbai". The detailed estimate should be based on CPWD Plinth Area Rate (PAR)- 2012 plus applicable Cost Index with up to date correction slips. (PMA) shall incorporate the conditions with its contractor that the contractor shall make his own arrangement of water, electricity and obtain necessary permission for carrying the material by road where applicable from local Traffic Department.
- (d) Built up area of the construction shall be as under: Detailed break up (To be decided at the time of signing of MoU).
- (e) Reference of drawings

The work shall be carried out as per updated Central Public Works Department (CPWD) specifications and based on latest CPWD DSR. During the execution of the work if any non-schedule items which are not covered in the applicable CPWD DSR and required for completion of the work, the same shall be executed in consultation with NIA. In case of items having options in latest CPWD DSR like external finishing, the selection of items to be used shall be decided by the NIA/PMA. In case it becomes necessary to substitute any item due to unavoidable reasons, the rate of the substitute item(s) shall be worked out without affecting the financial implication as under: -

If the market rate for the substituted item so determined is more than the market rate of the item mentioned in the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

If the market rate for the substituted item so determined is less than the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for Agreement Item (to be substituted) so decreased to the extent of the difference between the market rates of substituted items and the agreement item (to be substituted).

2A Extra items/ deviation limit: Rates to be decided as per CPWD norms.

3. METHODOLOGY OF EXECUTION

- 3.1. The provisions contained in General Financial Rules (GFR) 2017 and the manual on policies and procurement of works issued by Ministry of Finance should be scrupulously followed by (PMA) for awarding the work to executing agency. The entire work including services required as per scope of work shall be executed through open tender system or from the prequalified contractors of (PMA) as per the required Codal Provisions, General Financial Rules, Central Vigilance Commission and Central Public Works Department guidelines.

- 3.2 (PMA) shall assume total and single point responsibility for the quality of work and timely completion of the projects by its executing agencies. (PMA) shall engage reputed experienced, financially sound Contractors and Suppliers for ensuring timely and satisfactory completion of the project within the time frame stipulated in clause 4. In the interest of work, PMA) shall obtain necessary guarantees relating to workmanship, quality assurance and timely completion of work from the contractors/firms/agencies/suppliers. Clause for security deposits, compensation for delay etc shall be included in the agreements to be entered into with selected contractors/suppliers. The work shall be executed as per CPWD specifications and all mandatory tests on materials etc. shall be carried out as per accepted procedure. Proper records of the test result shall be maintained. Wherever NIA considers that Testing of Major Equipment are to be witnessed by their representative at the works of Manufacturer, then (PMA) shall arrange at its own cost the same. (PMA) shall also furnish program of Testing of Major equipment to NIA at least fifteen days prior to the scheduled date of testing. (PMA) shall maintain proper record of the test result. While executing the construction works, the general conditions of contract for CPWD works will be taken as guidelines by (PMA). The clauses of General condition of Contract related to quality/ specification of work and other related clauses of levy of compensation, time extension, execution extra/ substitution/ deviation items which has got major cost implication during execution of work will be followed. However, (PMA) may also follow its own GCC and Works Manual in case the same are beneficial to the user department/ NIA.
- 3.3. Execution of the project shall be carried out by as Project Management Agency. The work will be completed within time frame stipulated in clause 4. (PMA) shall submit Critical Path Method/ Programme Evaluation Review Technique chart of the construction activity, matching with stipulated time schedule agreed by PMA). The copy of the work order of various works awarded to contractor/firm/agency/supplier & contractors'/agencies' bills will be submitted to NIA for record. (PMA) shall not alter the scope and specifications during execution of the work, as originally submitted by them while obtaining the approval, without the prior approval of NIA. The cost will comprise of all payments to consultant(s), contractors, suppliers, vendors and other agencies connected with the implementation of the project.
- 3.4. It is understood by (PMA) that NIA or any person authorized by it may inspect the "Construction Works" at any time to satisfy itself / himself that the buildings are being constructed by the PMA) as per drawings and specification as provided in the Estimate. If any defects or variation are found during the inspection, they will have to be got rectified by (PMA) at their own cost.
- 3.5. The work shall be commenced only after the approval of drawings from the local bodies / authorities concerned including Fire Department. The general clauses of the contract including labour regulations, registration of contractor, obtaining labour license from labour Department, safety precautions etc. and all statutory provisions shall be as per the standard General Conditions of the Contract of (PMA). The (PMA) will also submit a Schedule to complete the work within the time frame. Monitoring of the physical and financial progress of the work shall be done monthly by a team comprising of officers from NIA /MHA and (PMA). (PMA) shall arrange and coordinate such Monitoring Meetings at site and shall submit a set of Working drawings, detailed estimate and copy of certified Contract agreement with the contractors entered into by PMA) before the commencement of work.

- 3.6.(PMA) shall adopt intensive information Technology (IT) tools for Planning, Designing, Execution as well as Monitoring of progress of above works so that completion time shall remain within the time period as described in the relevant paragraph here after.

4. TIME OF COMPLETION

- 4.1. The total period of completion of all the work shall be 24 months. There shall not be any escalation payable by NIA to (PMA) on account of any delay in the work and the cost of the project for the sanctioned amount shall be firm. The period of completion shall be considered from either of the dates mentioned here in below, whichever happens later: -

a) Date of handover of encumbrance free site.

b) Date of approval of building plans by local bodies with maximum limit of 02 months time.

..... (PMA) undertake to draw out a detailed construction schedule covering all activities and submit the same to NIA. (PMA) shall exercise strict supervision, high quality control and efficient project management.

- 4.2. Time will be decided mutually by PMA) and NIA on case to case basis as per CPWD standard schedule of contract period for building works. Since the very idea of allotting works to PSU is to speed up the work, the time of completion, with detailed PERT Chart, should be very specifically worked out keeping in view 9 factors mentioned in Annexure II of this MoU.

- 4.3. The user, i.e. NIA shall ensure that there is adequate fund for the execution of the work.

- 4.4. Delay in completion by the contractor would be covered as per the existing CPWD guidelines as contained in clause 10 C, 10CA and 10 CC of the CPWD General Conditions of contract 2010, and the fixed time schedule for completion of work. The PMA shall enter into a contract with the contractor accordingly.

5. COST CONTROL

- 5.1. (PMA) will ensure that the inputs of all resources are kept at the optimum possible level needed to ensure cost control and timely completion of works. It will also ensure an all round efficiency in the use of all inputs so that the cost is kept at the minimum possible level. PMA) will prepare preliminary estimates of cost for various items of works as required by NIA on CPWDs plinth area rates (wherever applicable) enhanced by the cost index of the locality as worked out by CPWD from time to time. These estimates shall form the basis for approval of works. On completion of works, the actual completion cost shall be worked out for the complete scope of work based on the rates for individual items and the quantities.

- 5.2. Tenders shall be invited by (PMA) from registered/pre-qualified reputed contractors of (PMA) under the appropriate category /class or through open tender system as per CVC guidelines. Tenders shall be invited on the basis of estimated cost. On receipt of tenders, if the tendered cost is within the sanctioned cost, (PMA) shall award the works to the contractors. In case lowest evaluated tendered cost exceeds the approved estimated cost, (PMA) will submit revised preliminary estimate of the project duly indicating the reasons for increasing the cost of project for approval of NIA.

5.3. (PMA) will make its endeavor to reduce the cost of constructions by any change of specifications, method of constructions, value engineering or any innovative or economical design. Such reduction in the cost of construction shall only be made with the approval of the sanctioning authority without affecting, prejudicing or endangering in any way the safety or security of the building.

6. RECORDS

The following documents shall, in addition to other requisite documents, be maintained by the (PMA) and produced by it when called for by the NIA.

- a. Critical Path Method (CPM) and bar Charts: Preparation of CPM and Bar Charts, monitoring and modifications as approved by the Ministry of Home Affairs shall be made by (PMA). This should be submitted to the NIA prior to commencement of work and thereafter it shall be updated / rescheduled, if required, every month.
- b. A register showing list of contractors against each work and payments made should be maintained by (PMA) and produced for inspection to NIA as and when required. Auditable accounts registers would be maintained.
- c. Site Documents: All site documents as required as per CPWD Works Manual- 2014 applicable during execution of the work shall be maintained by (PMA) and will be kept updated at all times. NIA or its authorized representative will have the right to peruse them and raise observations, if any; stage passing and material testing will be paid special attention.
- d. Structural soundness of the Buildings: (PMA) shall be responsible for structural soundness of the project in all respects and a certificate thereon shall be furnished by (PMA) to the NIA on the completion of work.
- e. Completion Drawings: Two sets each of final drawings of the project on completion and detailed layout plans of all services shall be prepared by (PMA) and handed over to the NIA as and when called for. This must be provided while making any AIP or final bill on completion of job. The FSTR should be self-explanatory w.r.t. sanctioned amount, expenditure incurred, firm liability and anticipated liability if any for entire project.
- f. Detailed bar charts activity wise will be submitted by (PMA) and will be monitored on monthly basis

 All the financial records of (PMA) relevant to the contract will be open to scrutiny and inspection by the authorized representatives of NIA and MHA/CAG.

7. ARCHITECTURE

- 7.1. The layout and design for the buildings shall be done in such a manner that harmony with the environment is maintained. The (PMA) shall interact with the NIA, at different stages, to consider their requirements.
- 7.2. During the construction stage, the architect shall also be associated for the correctness of architectural features and the quality of finishes to achieve the design envisioned by him and also to ensure to incorporate the suggestions agreed with NIA
- 7.3. (PMA) shall be responsible for obtaining approval and clearances from all the relevant local body/ authority, as required under the rules/ byelaws.

- Design of buildings should be as per entitled norms and specifications of CPWD.
- No variation in the design and drawings can be made by(PMA) except with the express approval of NIA.
- The(PMA) should certify that the design is as per CPWD norms/specifications.
- No preliminary estimate should be made / approved without and approved design signed by user.
- Approval of the local bodies should be obtained by (PMA), assisted by the client, wherever necessary, after signing of MOU subject to maximum period of 2 months from the date of signing of MOU.

ARBITRATION

In the event of any dispute(s) or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. If the Department of public enterprises fails to settle the dispute, the same shall be referred to the Committee on dispute under Cabinet Secretariat. The Arbitration and Reconciliation Act, 1996 shall not be applicable to the arbitration under the clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside for revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute agree to share equally the cost of arbitration as intimated by the Arbitrator.

9. COMPENSATION FOR DELAY

9.1 The work is to be completed within the scheduled time frame and no extension will be granted. However, in case of delay in completion of work due to reasons beyond control of (PMA), suitable extension of time may be granted by NIA for which (PMA) will make a written request to NIA along with the supporting document. DG/ NIA will be the competent authority for grant of extension of time with or without of levying penalties whose decision in writing shall be final and binding.

 9.2 In case there are some hindrance which comes to the notice of (PMA) and are to be attended by NIA, the same shall be intimated immediately so that timely action for removal of the same could be taken. In case, a hindrance occurs not on the part of (PMA), the same shall also be intimated and recorded within 15 days of the occurrence of the hindrance.

9.3 (PMA) will provide compensation clauses in their contract with contractors as well as per CPWD norms. For any delay attributable to the (PMA) {including those by the contractors engaged by the (PMA) and for reasons and contingencies other than force majeure}, the compensation shall be made to the NIA by the (PMA) @ 1.5% of the total project cost per month of delay (to be calculated on per day basis), subject to a maximum of 10% of the value of work awarded to contractor.

10. INSURANCE

..... (PMA) shall incorporate necessary clause(s) in the tender document for contract between PMA) and Contractors/agencies for any damage/loss or injury which may occur to any property of person(s) including any employee of the employer arising out of the execution of works or temporary works or carrying out of the contract as third-party insurance.

11. NO RESPONSIBILITY TO THE NIA

11.1. The NIA shall not be responsible or accountable to PMA) for the employees, agents, technicians and labourer employed by (PMA), who shall work on the project site and its premises and (PMA) shall be exclusively responsible for all such personnel engaged, on the works for such matters as payment of salary, wages, bonus, compensation and compensation in the event of death and accident.

11.2 There shall be no contractual nexus or privity between the NIA and the technicians, employees, engineers, architects, labourers and contractors and such personnel shall not be the employees of the NIA and NIA shall not be liable in any way (employer-employees relationship, legal and financial) to such personnel who shall be exclusive liability and responsibility of (PMA).

12. DAMAGE TO PERSONS AND PROPERTY

The (PMA) agree to (except and in so far as this agreement provides otherwise) indemnify and keep indemnified the NIA against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of or in relation there to. NIA will not be responsible in this regard.

13. THIRD PARTY INSURANCE

Before commencing the execution of the work, the (PMA) and or its Contractors (but limiting his obligations and responsibilities under clause-14 hereof) shall insure against any damage/loss or injury which may occur to any property including any employee of the employer arising out of the execution of the contract otherwise, then due to the matters referred to in this agreement herein before.

14. FORCE MAJEURE CLAUSES

..... PMA) shall not be held responsible for the delays/stoppage of work due to force majeure conditions like natural calamities, flood, fire, earthquake, and other acts of God as well as war, military operations, blockade acts or actions of acute authorities and for losses suffered if any, by NIA on this account. (PMA) shall also not be able in any way to bear such losses and no compensation of any kind whatsoever will be payable by (PMA) to NIA. Suitable force majeure clause shall be incorporated in all the agreements entered in to by (PMA) with the contractors/agencies.

15. PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

- 15.1(PMA) will submit 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 5% of the contract value within 21 days of receipt of confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the defect liability period.

Retention Money/Security Deposit as per the (PMA) manual or CPWD Manual will be retained by (PMA) from the contactors; the amount so retained will be released only after rectification of the defects pointed out by NIA, to their entire satisfaction, during the defects liability period.

16. DEFECTS LIABILITY PERIOD

This period shall be one year from the date of handing over of Building with completion certificate from local authorities. During this period PMA) shall get the defects rectified without any cost to NIA. For the item for water proofing treatment, (PMA) shall furnish guarantee bond for ten years. Similarly, for other items like electrical/mechanical equipments which have guarantee/warranty period beyond one year wherever applicable as per manufacturer recommendations shall also be given by the (PMA)

17. The terms of agreement shall be extended to any additional work within the site and scope of work with the prior approval of competent authority.

18. TERMINATION OF CONTRACT

- a) **Cancellation of Contract in Part or in Full for Contactor's Default:** - If the contractor fails to complete the works, work order and items of the work within the date of completion and continues in that state after a reasonable notice from the Accepting Authority, (PMA) without any prejudice shall cancel the contract as whole or only such work order or items of work in default from the contract. (PMA) shall also complete the work by any means at contractors' risk and cost if the estimated cost for completion exceeds the amount due to contractor under the contract, the contractor shall either pay the excess amount or same shall be recovered by PMA) from the contractor as per CPWD provisions.

b) **Special Powers of Determination:** -

The work wholly or partly can be foreclosed, at any time, after acceptance of the contract by PMA) for any reason, whatsoever, by the NIA, without assigning any reason or payment of any compensation, whatsoever. The NIA shall give notice in writing to the effect to (PMA) who shall have no claim to any payment of compensation or otherwise, whatsoever, on account of any profit or advantage which they might have derived from the execution of the works, in full but which they did not derive in consequence of the foreclosing of the work. (PMA) shall be paid at accepted rates, for the full amount of the work executed including such additional work e.g. clearing of site etc. as may be rendered necessary by the said foreclosing. They shall also be allowed a reasonable payment (as mutually agreed upon) for any expenses sustained on account of labour, tools & plants and materials collected but not utilized on the works verified by the NIA.

19. TERMS OF PAYMENT

- 19.1 The Agency charges will be @% Plus Service Tax on the actual cost of work, subject to maximum sanctioned cost and it will be paid along with each Running Account Bill. Agency Charges will be restricted on actual or sanctioned cost whichever is less.
- 19.2 On the specific request of (PMA), mobilization advance, as per CPWD system, can be considered. Such advance would be payable to the (PMA) by the National Investigation Agency which shall be limited to a maximum of 10% of the estimated cost put to tender or the tendered value whichever is less @ 10% simple interest per annum, to be given on a specific request from the(PMA) as per para 31.5 of the CPWD Works Manual. The mobilization advance shall be against a Bank guarantee of a Scheduled Bank for the 110% amount of the advance. The advance shall be released in not less than two instalments. The interest on advance shall be calculated from the date of payment to the date of recovery, both days inclusive. The recovery should be made after 10% of the work is completed and the entire amount together with interest shall be recovered by the time 80% of the work is completed.
- 19.3 The Agency Charges will be released in stages as per the Running Account Bill received from the(PMA).
- 19.4 Final payment for work shall be made only on the personal -certificate of the officer-in-charge of execution of the work in format given below: -
- "I,Engineer-in Charge of "Construction of NIA Office Buildings at Mumbai" am personally satisfied that the work has been executed as per the specifications laid down in the Contract Agreement and the workmanship is up to standards followed in the Industry."
- 19.5 All payments shall be made/released by NIA to (PMA) or vice versa through electronic transfer of funds and not by way of cheques/DD/other instruments.
- 19.6 It shall be the endeavour of the NIA to ensure that the payments of the bills of the (PMA) shall be made within 30 days of receipt (in the unit/formation), subject to the bill being complete in all respect and with all documents.
- 19.7 The(PMA) will open a separate Bank Account for the project which will show all receipt and expenditure.

20. Reports on Progress: -

..... (PMA) shall submit following monthly reports, the format for which will be provided by the NIA:

- a) Physical progress achieved during the month and cumulative progress of the respective project.
- b) Financial progress achieved during the month and expenditure incurred till date.
- c) Quarterly Progress report (QPR)
- d) Any other detail/ reports as required by NIA.

21. COMPLETION AND TAKING OVER: -

As soon as the project is finally completed, (PMA) shall in turn inform the NIA, who shall nominate a Board of Officers for checking/ verification of completed work as per the scope of work for final taking over of the project.

22. SUBMISSION OF FINAL ACCOUNT

After completion of a job in full, (PMA) shall submit a detail account of the job showing package wise payments drawn from NIA, payments made to their sub-contractors, works contract tax recovered, if applicable, lump sum departmental charges levied as admissible for(PMA), expenditure on account of contingency, saving /excess expenditure if any, to the NIA within a month, duly authenticated by their Accounts Branch. Any saving in the job shall be refunded to the NIA/MHA.

23.(PMA) shall ensure that the structures being constructed are as per Energy Efficiency norms and the National Building Code, Structural safety standards.
24.(PMA) shall obtain necessary clearances and get the drawings approved from the local civic authorities.
25. INSPECTION OF WORK BY CHIEF TECHNICAL EXAMINER CELL, CVC.

..... (PMA) shall be responsible for the consequential effects arising out of the inspection of the project by the Chief Technical Examiner Cell, Central Vigilance Commission during the progress or any time after the construction of project and shall take appropriate action for rectification of defective work at the risk and cost of the construction agency. Rectification of defective work/ replacement of substandard as pointed out by Chief Technical Cell, Central Vigilance Commission/ NIA or his authorized representative shall be carried out by(PMA) at their own cost. NIA shall not pay any extra amount for such type of liabilities.

IN WITNESS whereof the parties hereto have set their hands seals the day and year first above written.

For and on behalf of President
of India through NIA

for and on behalf of PMA

Signature

Signature

Name

Name

Designation

Designation

In presence of Witness

In presence of Witness

1.

1.

2.

2.

2.

SUBJECT: NIA OFFICE BUILDINGS AT MUMBAI

AREA & APPROX. COST DETAILS:

(a) Office Building at Mumbai:

- iii) Area of plot = 1600 SqM
- iv) Estimated Cost = 17.18 crore (excluding Agency charges and contingency charges)

Jy

Time may be varied suitably due to various factors like :-

1. Rainy season and inundated conditions.
2. Depth of the sub soil water.
3. Special features of the building.
4. Scattered / concentrated works.
5. Congested site.
6. Type of foundation.
7. Urgency / importance of work
8. Extent of Mechanization involved.
9. Logistics available in area



TECHNICAL BID**Proposed Quality Evaluation Criteria**

(Total weightage 100 marks for Central / State PSUs)

S.NO.	Criterion	Evaluation Criteria
A	FINANCIAL STRENGTH	30 marks
(i)	Average Annual financial turn over on construction work during the last three consecutive years: 2014-15, 2015-16, 2016-17.	• >1000cr. :30 marks • >750<=1000 :25marks • >500<=750 :20 marks • >400<=500 :15 marks • =400cr. :10 marks
B	ORGANIZATIONAL STRENGTH	20 marks
(i)	Presence of in- house professionally qualified staff in the PSU in following indicative categories.	
	• Civil Engineer 10 marks	Civil Engineer (Min. Qualification – B.Tech/Dip with 3 years" experience) • >300 Engineers:10 marks • >250<=300 :8 marks • >200<=250 :6 marks • >151<=200 :4 marks • >100<=150 :3marks • <=100 :1 mark



	Electrical Engineer (6 marks)	Electrical Engineer (Min. Qualification – B.Tech/Dip with Three years" experience) >20 : 6 marks >10<=20 : 4 marks <=10 : 2 marks
	Architect on roll / on approved panel (4 marks)	Architect (Min. Qualification – B.Arch) > 5 : 4 marks >2<=5 : 2 marks <=2 : 1 marks
C	RELEVANT EXPERIENCE	30 marks
	Value of projects completed (each exceeding Rs. 100 crores) in last five years (20 marks)	i. >Rs. 2000 Cr: 20 marks ii. >Rs. 1750<=2000 :15 marks iii. >1500<=1750 : 10 marks iv. >Rs. 1250<=150 : 8 marks v. >=Rs. 1000<= 1250 : 5 Marks
(ii)	Number of projects completed (each exceeding Rs.50 crore during in last five years) (10 marks)	No of Projects i. >20 :10 marks ii. >14<=20 : 8 Marks iii. >9<=14 : 6 marks iv. >4<=9 : 4 marks v. >=2<=4 : 2 marks Details of projects to be furnished by the bidder in a separate Annexure

Annexure-III (page 3/3)		
	FINANCIAL CAPABILITY	20 marks
i)	Profit: Company should be profit making in last 3 years (PAT)	Average Annual profit in the last 3 years: i. >100 Cr. :20 Marks ii. >50<=100 Cr. :15 Marks iii. >10<=50 Cr. :10 marks iv. <=10 Cr. :05 marks
	Total (A to D) : 100 marks	
F	LITIGATION / ARBITRATION / DISPUTE CASES	MARKS (Marks in negative for F (i),
(i)	No. of litigation / arbitration / dispute cases during the last ten years only with client (from 2006-07 to 2015-16) in connection with construction works.	>19 Cases : 5 marks > 9 <= 19 cases : 3 marks >=1 <= 9 cases : 1 marks
	TOTAL MARKS	Total (A to D) – Total (F)

NOTES: 1. Minimum 60 marks are required to qualify in Stage-I evaluation.

2. All the necessary documents shall be enclosed with the bid in support of all the above parameters otherwise zero mark will be given.

L₁

Annexure-IV

Financial Bid

From :

To : The Director General, National Investigation Agency

Sub: Financial Bid for Providing Project Management Services for Planning, Designing & Construction of Office Buildings for NIA at Mumbai.

Dear Sir,

In response to bid document for the above work, we hereby quote our Lump Sum Fee towards Project Management, Supervision Services as per the scope defined in the tender documents, as under:

S. No.	Particulars	In Figure In Rupees	In Words In Rupees
1.	Lump Sum Fee for Planning, Designing, Project Management including all approval from local authorities, Quality Control & Supervision Services as per scope of work and terms & conditions of Tender Document for construction of Office Buildings for NIA at Mumbai as follows:		
a.	For Office Building at Mumbai (Estimated Project Cost = 17.18 Cr)		
	Total Agency Charges		

Note: -

1. Rate should be quoted as LUMP SUM service charges for all the three locations. It should be inclusive of all taxes & levies except GST which shall be paid on actual basis.

(Signature, name and Designation of authorized person with complete address of PSU)

(Please affix seal)



Details about bidding PSU

S.NO.	Particulars		
1.	Full name of the Bidder PSU/Deptt. (in capital letters)		
2.	Full address of the Bidder PSU/Deptt.		
3.	(A) Telephone No. (B) Fax No.		
4.	Names and details of the Authorized Signatory of this EOI (Address, contact telephone number, Mobile number, Fax No., Email ID)		
5.	Has the bidder PSU/Deptt. been black listed by any organization? If so, attach the details of the same.		
6.	PAN:		
7.	TAN:		
8.	GST Registration No.		
9.	No. of full-time employees with the bidder PSU	Engineers	Supporting Staff (Technical)

Jn

Annexure-V (pg 2/2)										
Financial strength of the Organization for the last 5 years.	Turnover					Net Profit				
	12-13	13-14	14-15	15-16	16-17	12-13	13-14	14-15	15-16	16-17

10. It is hereby certified that (The bidding PSU herein) has never been black-listed by Central / State Governments / PSUs.

11. It is hereby submitted that all terms and conditions of this EOI are acceptable to the PSU

I hereby certify that the above- mentioned particulars are true and correct.

Signature of Authorized Signatory

Name of Authorized Signatory

PSU/Deptt.Stamp

S. 12

Annexure VI

Details of Personnel

S.NO.	Category	No. of persons
1.	Engineers Civil Electrical Architect	
2.	Supporting Staff (Technical)	
Total		

Signature of Authorized Signatory
Name of Authorized Signatory
PSU/Deptt. Stamp



Annexure VII

Details of Network offices

S.No.	Location	No. of Personnel		Details of Office Space	Details of Infrastructure
		Engineer	Supporting Staff (Technical)		

Signature of Authorized Signatory

Name of Authorized Signatory

PSU/Deptt. Stamp

[Handwritten signature]

Annexure VIII

LIST OF ALL PROJECTS (OFFICE COMPLEX, TEACHING INSTITUTIONS /HOSPITALS/ RESIDENTIAL COMPLEX/COMMERCIAL COMPLEX/HOSPITALITY PROJECTS / INFRASTRUCTURE WORKS WITH CIVIL/ ELECTRICAL WORKS AS MAJOR COMPONENTS) UNDERTAKEN BY THE PSU DURING LAST 10 YEARS (2007-08 to 2017-18)

Sl. No.	Nature of project	Name of Client	Approved Cost of project	Date of Award of project	Expected Date of Completion	Actual Date of Completion	Delay in months for completion of Project	Final Cost of Project	Cost over run if any	Is there dispute/legal case/ Arbitration case raised/pending in respect of the project	Document attached as proof of completion of project such as (completion certificate/handling over/final payment/customer's testimonials)	Reference Page No. of the bid document
1.												
2.												
3.												
4.												
5.												
6.												
.												
.												
.												
n												

Note: List should contain All Projects in chronological order undertaken by the PSU/Deptt. during last 10 years

Signature of Authorized

Signatory

Name of Authorized Signatory

PSU/Deptt. Stamp



Annexure IX

BID SECURITY (BANK GUARANTEE)

WHEREAS _____ (name of bidder)

(Herein after called "the bidder") has submitted his bid dated _____

(Date) _____ for _____

(name of contract) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we _____ (name of bank) of

_____ (name of country) having our registered office at _____

(hereinafter called "the bank") are bound unto _____ (name of employer)

(hereinafter called "the Employer") in the sum of _____ for which payment well and

truly to be made to the said employer the bank binds itself, his successors and assigns by these presents.

SEALED with common seal of the said Bank this _____ day of _____ 20

THE CONDITIONS of these obligations are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; Or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity;
 - a. Fails or refuses to execute the Form of Agreement in accordance with the instruction to Bidders, if required; or
 - b. Fails or refuses to furnish the Performance security, in accordance with the instruction to Bidders, or
 - c. Does not accept the correction of the Bid price.

We undertake to pay to the Employer up to the above upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ days after the deadline for submission of Bids as such deadline stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension (s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK

_____ WITNESS

_____ SEAL

(Signature, name and address)

1. The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupee

Dr

