

No.E-8/1/2015/MW/NIA/ 4744  
National Investigation Agency  
Ministry of Home Affairs  
Government of India  
Opp-CGO Complex,  
Lodhi Road, New Delhi-03

Dated: 1<sup>st</sup> May, 2018.

**TENDER NOTICE (LIMITED)**

The Director General, National Investigation Agency, Govt. of India, Ministry of Home Affairs, Opp-CGO Complex, Lodhi Road, New Delhi invites sealed tenders from the approved and eligible contractors registered with CPWD, P&T, MES State PWD or any other Government organization to carry out civil works for execution of installation of existing aluminum panel room in the basement of the NIA Hqr, CGO Complex, Lodhi Road, New Delhi.

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

**TERMS & CONDITIONS OF THE WORK:**

**1. Last date and time for depositing the Bids: 22.05.2018 at 1400 hrs**

The sealed Bids (both technical and Commercial, in case two bids are called for) should be submitted/reach by the due date and time. The responsibility to ensure timely submission of bids lies with the Bidder. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents.

**2. Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked for the tender or sent by registered post at the address given above so as to reach by the due date and time. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

**3. Time and date for opening of Bids: 22.05.2018 at 1600 hrs**

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

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

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

**5. Place of opening of the Bids: NIA Hqrs, Opp-CGO Complex, Lodhi Road, New Delhi.**

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

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

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

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

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

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

**11. Validity of Bids:** The Bids should remain valid for 90 days from the last date of submission of the Bids.

**12. Earnest Money Deposit:**—Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs.10,000/- (Rupees Ten Thousand only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. EMD should remain valid for a

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period of sixty days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC). The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

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

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

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

**16. Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to execution or performance, which cannot be settled amicably, may be resolved through arbitration. The arbitration shall be conducted in accordance with the provisions of the **Arbitration and Conciliation Act, 1996 (26 of 1996)** or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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

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

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

- (a) The completion of work is delayed due to causes of Force Majeure by more than (01 month) provided Force Majeure clause is included in contract.
- (b) The completion of work is delayed for causes not attributable to Force Majeure for more than (15 days) after the scheduled date of completion.
- (c) The Contractor is declared bankrupt or becomes insolvent.
- (d) The NIA has noticed that the Contractor has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

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

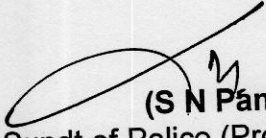
**20. Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present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

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

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

**22. Performance Guarantee:** The successful Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee DD/FDR through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 08% of the contract value within 3 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. On interest is payable on the Performance Guarantee.

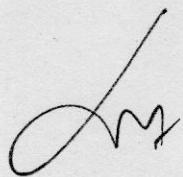
23. The work shall be carried out as per specification of CPWD.
24. All Statutory deduction like Income Tax, GST etc as applicable shall be deducted at source.
25. The contractor shall abide all labour law applicable during the period of contract.
26. The contractor shall sign each page of the tender submitted by him in tooken of acceptance of the terms & conditions and genuinous of the documents submitted by him.

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

Annexure-A

The details/specification of proposed work

Sno.	Description	Unit	Qty	Rate	Amount
1)	providing and fixing false ceiling at all hight including providing and fixing of frame work made of special section,power pressed from MS sheets and galvanized with zink coating of 120/gms/s&m both side and consisting of angle cleats of size 25mm wide x1.6mm thick with flange of 27mm and 37mm at 1200mm center to center one flange fixed to the ceiling with dash fastners 12.5mm dia x50mm long with 6mm dia bolts and fixing 12.5mm thick tapered edge plain gypsum board.	Sqft	385		
2	fixing existing aluminum partitions and frame in floor, Rcc wall and ceiling with aluminum angle,dash fastners of appropriate size 4 nos on each vertical members of frame and 4 nos on each horizontal members including cost of dash fastners and aluminum angle and section.	Sqft	320		
3	providing and fixing of aluminum partition with extruded built up standard tubular section of approved make,and fixing with dash fastners of required dia and size,aluminum sections shall be smooth and rust free.straight miterd and jointed mechanically wher ever required including cleat, angle,screws and 12mm thick both side pre laminated partical board.	sqft	80		



**NATIONAL INVESTIGATION AGENCY, NEW DELHI**

**Name of Work:** Execution of civil works i.e. installation of aluminum panel room in the basement of the NIA Hqrs, CGO complex, Lodhi Road, New Delhi.

**TECHNICAL BID**

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

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

Signature of the Tenderer

**Distribution:-**

1. M/s GENEXCORP,  
C-87, Duggal Colony, Khanpur Ext.,  
New Delhi-62. Mob-9212355500
2. M/s Orion Services  
HD 275, Dupplex.Sector-135, Noida.  
Mob-9999080890.
3. M/s S S Woodwork  
C-21/4-A, 2<sup>nd</sup> Floor,  
Okhlavihar, Jamia Nagar,  
New Delhi-110025.
4. M/s Nacholi Traders  
LG5, NBCC Place Pragati vihar  
Lodhi Road,  
New Delhi-03.
- ✓ 5. IT Division, NIA - to upload the tender notice in the NIA Website.
6. Notice Board.

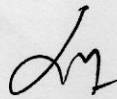
*dm*

UNDERTAKING

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

Dated

Signature of the Contractor

A handwritten signature in black ink, appearing to be the initials 'DM' or similar, written in a cursive style.