

No. 01/MW/NIA-HYD/2022/  
National Investigation Agency  
Survey No.41/14, Near Hightech Railway Station,  
Khanamet, Madhapur,  
Hyderabad. 040-29882370

No.Works/MW/NIA BO Hyd/2021-22/

Dated: | MAR, 2022

**TENDER NOTICE**

The Superintendent of Police, National Investigation Agency (NIA), Ministry of Home Affairs (MHA), Government of India (GoI) 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 the civil works.

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

3. 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 SP, BO Hyderabad
(b)	Postal address for sending the Bids	NIA BO Hyderabad, Khanamet , Madhapur, Hitech city-JNTU Road, Hyderabad-500081
(c)	Name/designation of the contact person	Shri V Vikraman, IPS, Superintendent of Police , Branch Office, Hyderabad
(d)	e-mail address of contact personnel	v.vikraman@ips.gov.in
(e)	Telephone numbers of the contact personnel	040-29882370, Ext 208
(f)	Fax number:	040-29882371

**GENERAL TERMS & CONDITIONS OF THE WORK:-**

4. **Last date and time for depositing the Bids: 23.03.2022 1800 HRS.**

The sealed Bids (both technical and financial) 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.

5. **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.**

6. **Time and date for opening of Bids: 24.03.2022 2 at 1100 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 NIA).

7. **Location of the Tender Box: NIA BO Madhapur, Hyderabad.**

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

8. **Place of opening of the Bids: NIA BO Madhapur, Hyderabad .**

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 financial/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.

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

10. **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.

11. **Tender Processing Fee:** No Tender Processing Fee for the said tender.

12. **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 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.

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

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

15. **Bid Security Declaration (as per annexure 'C') :-** Bidders are required to submit Bid Security Declaration along with their bids/tender documents. Without Bid Security Declaration, bid will be disqualified. If bidder withdraw or modify bids during the period of validity, or if bidder are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, bidder will be suspended for the period of 02 years to submit bids for contracts with the entity that invited the bids.

16. **Time allow to carry out the work:** 45 days, which shall starts from the 10<sup>th</sup> days from the date of issue of award letter or handing over of site whichever is earlier.

17. **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.

18. **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.

19. **Performance Security:** The successful Bidder will be required to furnish a Performance Security by way of Bank Guarantee/ DD/ FDR through a public sector bank or private sector bank authorized to conduct government business for a sum equal to 03% of the contract value within 10 days of receipt of the confirmed order. Performance Security should be valid up to 60 days beyond the date of defect liability period. No interest is payable on the Performance Security.

20. **Eligibility Criteria:**

The Contractor must fulfill the following conditions and submit the documents:-

- (i) Registration certificate from CPWD / P&T / MES/ State PWD or any other Government agencies.
- (ii) Copy of PAN card of Proprietary or the firm as the case may be submitted.
- (iii) Copy of GST registration.

- (iv) Tender processing fee by DD in favour of PAO, NIA
- (v) Bid Security Declaration, as per enclosed format (Annexure 'C').
- (vi) Should give an undertaking or affidavit that the company / firm / sole proprietor 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 NIA forthwith.
- (vii) The firm should have similar work experience of more than 10 lakh during last 03 years.

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

If contractor:-

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

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

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in

the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

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

22. **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.

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

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work. The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

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

The contractor shall fully indemnify and keep indemnified the President of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action

brought against Government in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from,

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

24. **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.

NIA may also deduct from the CONTRACTOR as agreed, Liquidated Damages (LD) to the sum of 0.5% of the contract value per week on account of delay subject to the maximum 10% of the value of contract.

25. **Contractor Liable for Damages, defects during defect liability period:** If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in - Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. Though no security deposit will be deducted from the bill(s), however, the validity of the Performance Guarantee will cover the entire defect liability period and 60 days beyond that. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

26. **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 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) 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.

27. **Notices:** Any notice required or permitted by the contract shall be written in the English / Hindi 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.

28. **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.3

29. **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.

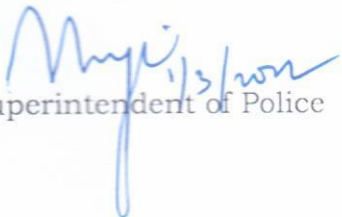
In case any new tax or levy or cess is imposed by Statute, after the last date stipulated for the receipt of tender including extensions (if any) and the contractor thereupon necessarily and properly pays such taxes/ levies/ cess, the contractor shall be reimbursed the amount so paid, provided such payments, 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.

30. The work shall be carried out as per specification of CPWD and its amendments issued from time to time.

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

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

33. The contractor shall sign each page of the **tender submitted** by him / her in token of acceptance of the terms & conditions **and authentication** of the documents submitted by him / her.

  
Superintendent of Police



Work specification

Description	UNIT	QTY	Rate	Amount
<b>A. Turnkey contract offer including :</b>				
<ul style="list-style-type: none"> <li>Designing and manufacturing of tensile structure.</li> <li>Supply of SIOEN fabric membrane and connection system.</li> <li>Primary &amp; Secondary steel.</li> <li>Hardware &amp; Accessories.</li> <li>Site Work including Fabrication of Steel Structure.</li> <li>Painting.</li> <li>Installation and Tensioning of Membrane Roof and Fine-tuning.</li> </ul>	375 SFT	Area 1. Length 25 ' X Width 15 ' = 375 SFT		
	1200 SFT	Area 2. Length 80 ' X Width 15 ' = 1200 SFT		
<b>B. Apollo MS Structure Specification:</b>				
<ul style="list-style-type: none"> <li>Main Columns Pipes- 150 mm Dia x 4 mm Thickness</li> <li>Projection Pipe – 90 mm Dia x 3mm Thickness</li> <li>Connecting 60 mm x 3 mm thickness.</li> <li>Baseplates and CNC MS Material will be 10mm thickness.</li> <li>MS Pipe bending</li> <li>Scaffolding</li> </ul>	1650 SFT	Area 3. Length 110 ' X Width 15 ' = 1650 SFTS		
<b>C. Painting</b>				
<ul style="list-style-type: none"> <li>Swan White Asian Paints</li> <li>Primer Grey</li> <li>Thinner</li> <li>Janatha Paste</li> <li>80/120 Sand Paper</li> </ul>				
<b>D. Footing Specification</b>				
<ul style="list-style-type: none"> <li>Pit Excavation</li> <li>Steel, Steel Bending</li> <li>Reinforcement</li> <li>Foundation Bolts,</li> <li>Template base Plate</li> <li>Masonry Labour</li> </ul>				

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Description	UNIT	QTY	Rate	Amount
<b>E. Membrane Specifications</b> <ul style="list-style-type: none"><li>• Technical Properties:</li><li>• Yarn:1110 D Tex PES HT CR TREATMENT</li><li>• <b>Weight:730 g/m2</b></li><li>• Width:267 cm-105 inch</li><li>• Tensile strength (Wrap/weft):3000/2800N/5CM</li><li>• Tear Resistance(Wrap/Weft):3-N</li><li>• Adhesion:120N/5CM</li><li>• Surface Treatment: Formula Weldable Fluorinated Varnish</li><li>• Light Transmission:13.50%</li><li>• Flame retardancy:M2/NFP92-507CSFMT119.B1/DIN4102</li><li>• Quality Management system: ISO 9001</li><li>• <b>Manufacturer Guarentee:15 years</b></li><li>• Supply Fixing of fabric with Aluminum plates 2mm thick, PATTA Screws, GI Rope 10mm, 16mmstuds, 16mm bolts, 5mm Stiffeners, silicon sealant, Anchor Bolt, Chemical Fisher company, etc.,</li></ul>				
<b>F. Transportation Charges</b>				
<b>G. Labour Charges</b>				
<b>Total</b>				

Amount in words \_\_\_\_\_

Signature of the Bidder  
(Name & address with seal of firm)

Note:- 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 rejected for this reason.

**NATIONAL INVESTIGATION AGENCY, BO HYDERABAD****TECHNICAL BID**

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

Srl	Description	To be filled by the Bidder
(i)	Name and address of the Tenderer	
(ii)	Copy of registration certificate from CPWD / P&T / MES / State PWD or any other Government agencies	
(iii)	Copy of PAN card of Proprietary or the firm as the case may be.	
(iv)	Copy of GST registration.	
(v)	Copy of Bid Security Declaration in prescribed format	
(vi)	Copy of undertaking or affidavit that the company / firm / sole proprietor 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 NIA forthwith.	
(vii)	Copy of similar work experience of more than Rs 5 lakh during last 3 years	

Signature of the Bidder  
(Name & address with seal of firm)

**BID SECURITY DECLARATION**

I, \_\_\_\_\_ undersigned declare that I accept that I may be disqualified from bidding for any contract for a period of 02 years from the date of notification if, I am in a breach of any obligation under the following bid conditions:-

x

- (a) I have withdrawn / modified / amended, impairs or derogates from the tender, my bid during the period of bid validity specified in the form of bid: or
- (b) I having been notified of the acceptance of my bid by the purchaser during the period of bid validity
  - (i) Fail or refuse to execute the contract, if required, or
  - (ii) Fail or refuse to furnish the Performance Security, in accordance with tender notice.

Place

Dated

Signature of the Bidder  
(Name & address with seal of firm)

UNDERTAKING

I, \_\_\_\_\_ hereby solemnly agree to abide by the terms and conditions. Any break of the clause(s) 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 works as specified in the tender. I have also understood that I have to maintain standard quality of materials.

Place

Dated

Signature of the Bidder  
(Name & address with seal of firm)