



Government of India
Bhabha Atomic Research Centre
Visakhapatnam

Notice Inviting Tender (NIT) for e-Tendering

NIT No: BARC(V)/CES/West Security Kiosk/111, Dated: 28.11.2022

Public online item rate tender in two parts i.e., Part-A 'Techno-commercial Bid' and Part-B 'Financial Bid' are invited through e-Tendering mode on behalf of the President of India by Chief Engineer, Bhabha Atomic Research Centre, Visakhapatnam for the below tabulated work from eligible contractors:

1.0 Brief Details of work		
1.1	Name of work	: "Finishing and other miscellaneous works for west gate security kiosk at BARC main campus, Atchutapuram near Visakhapatnam, A.P."
1.2	Estimated Cost	: Rs 10.00 Lakhs
1.3	EARNEST MONEY DEPOSIT	: Rs. 20,000/- Original EMD should be sent to the office of Chief Engineer, BARC(V), Anu Vihar, Mekarasi Hill, Gajuwaka -Yellamanchili Road, Maduturu Sub Post Office, Visakhapatnam-531 011 on or before opening of Part-A (Techno-commercial) bids
1.4	Completion Period	: 03 months
1.5	Tender Processing fee	: NIL
1.6	Fee of Tender Document	: NIL
1.7	Document Download / Sale Start Date and End Date	: 30.11.2022(15.00 Hrs) to 26.12.2022 (11:30 Hrs) on website https://eprocure.gov.in/eprocure/app . Detailed NIT is also available on website www.barc.gov.in for view only.
1.8	Bid Clarification Start & End Date	: From 30.11.2022 (16:00 Hrs.) to 14.12.2022 (10:00 Hrs) Hrs.) on CPPP website site https://eprocure.gov.in/eprocure/app or queries may be sent to: tsrihari@barc.gov.in with a copy to kvbabu@barc.gov.in
1.9	Pre Bid Meeting Date	: Site visit on 14.12.2022 at 10.30 Hrs followed by pre-bid conference at UC-1 office, BARC(V) main campus, Gajuwaka -Yellamanchili Road, Maduturu Sub Post Office, Visakhapatnam-531 011.
1.10	Bid Submission Start Date	: 20.12.2022 (11:00 Hrs)
1.11	Bid Submission End Date	: 26.12.2022 (11:30 Hrs)
1.12	Part-A (Techno-commercial) Bid Opening Date	: 30.12.2022 (11:00 Hrs) Place - as above
1.13	Date of opening of Part-B (Financial) Bid of qualified bidders	: Will be notified at a later date
1.14	Security Deposit	: 2.5% of tendered value
1.15	Performance Guarantee	: 3% of tendered value
1.16	Validity of Tender	: 90 days from the date of opening of Part 'A' bid

2. Initial Eligibility criteria for participation in tendering:

2.1. The bidder should have the following:

- a) Bank Solvency Certificate of a Nationalized Bank / Scheduled Bank for a minimum of **Rs. 4.00 Lakhs** and should not be older than one year from the date of opening of Part-A bid.
- b) Average Annual Financial Turnover on construction works should be at least **Rs. 10.00 Lakhs** , during the immediate last 3 consecutive financial years ending **31st March 2022**. This should be duly audited by a registered Chartered Accountant.
- c) Should not have incurred any loss in more than **two (02)** years during last **five (05)** years ending **31st March 2022**.
- d) The bidder should have satisfactorily completed the works (based on certification of performance by client of the works) as mentioned below during the last **seven (07)** years ending on the previous day of last date of submission of tender.

Three (03) similar completed works each costing not less than **Rs. 4.00 Lakhs**
(or)

Two (02) similar completed works each costing not less than **Rs. 6.00 Lakhs**
(or)

One (01) similar completed work each cost not less than **Rs. 8.00 Lakhs**

Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the Competent Authority of BARC (V) and this should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent with complete postal address, their mobile & phone numbers. Incomplete/ partial completed works are not considered as eligible works.

- e) The firm shall not be under court receivership or under liquidation

2.2. For the purpose, 'cost of work' shall mean gross value of the completed work including the cost of materials supplied by the Govt./Client, but excluding those supplied free of cost. For the purpose of clause Similar Works means "**Construction of Civil works**". The similar works should have been executed in India.

2.3. The value of executed works shall be brought to the current costing level by enhancing the actual value of work at **simple rate of 7 % per annum**, calculated from the date of completion to last date of submission of tenders.

2.4. EARNEST MONEY DEPOSIT:

Original EMD **should be** in the form of Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt of any Scheduled Bank against **EMD** in favour of **Pay & Accounts Officer, BARC, Visakhapatnam**.

A part of earnest money is acceptable in the form of bank guarantee also (As per Appendix 'C' of Section VII of Tender document). In such case minimum 50% of the Earnest Money shall be paid in the form prescribed above and balance amount can be accepted in the form of Bank Guarantee issued by a Scheduled Bank.

NOTES:

- (i) **Cheques for Earnest Money Deposit will not be accepted.**
- (ii) Tender forms are not transferable.
- (iii) The blank tender documents will not be sent by post or courier.

The EMD of unsuccessful bidders will be returned on written request from the bidder.

2.5. Public Procurement Policy:

- i. The bidder shall be compliant to the Public Procurement (Preference to Make in India), Order 2017 as amended on 16.09.2020 (and as amended further from time to time) issued by Ministry of Finance / Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry. Also bidder must submit undertaking on bidder's letterhead along with bid for local content of % offered in subject tender.
- ii. Only 'class-I local supplier' (i.e., min 50% local content) as defined in Public Procurement (Preference to Make in India), Order 2017, are only eligible to participate for subject tender.

3. Provisions under Rule 144 (xi) of the General Financial Rules (GFR), 2017:

Any Bidder, from a country which shares a land border with India must comply to the Order (Public Procurement No.1) & Order (Public Procurement No. 2) issued by Public Procurement Division, Department of Expenditure, ministry of Finance, Government of India vide F. No. 6/18/2019-PPD, Dated 23.07.2020 and its addendum from time to time. Also, the bidder shall provide a certificate as per proforma given '**Appendix- B**'. If such declaration or certificate is found to be false or to be incorrect at any time of submission of Bid or after awarding the Contract, then the said Contract will be terminated, along with such other actions as may be permissible under the relevant law of India.

4. Bidder should be a registered firm in India. Joint Ventures and or Consortiums, sublet works and executed through another contractor on back to back basis are not acceptable.
5. The time allowed for carrying out the work will be **03 months** reckoned from the 15th day of issue of work order or from the first day of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
6. After submission of the bid, the bidder can re-submit revised bid any number of times but before last date and time of submission of bid as notified.
7. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last date and time of submission of bid as notified.
8. This is a two parts system bid and if it is desired by competent authority of BARC (V) to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
9. If required, a second bid conference will be held after opening of part 'A'. The date and time of this bid conference shall be notified to the bidders through CPPP website. In case competent authority of BARC (V) decides to revise the technical specification and bids, the revised document shall be uploaded by BARC(V) to invite revised financial bid, and bidder shall upload the revised financial bid within notified date and time. In case no revision of bids is desired by competent authority, only clarifications of the conference shall be uploaded. These clarifications shall also be the part of Agreement. The date of opening of original/ revised Part – B (Financial bid) as applicable will be notified to the Part – A (Techno-commercial Bid) qualified bidders.

10. Incomplete and late Tenders:

- a. The offer of bidder who fails to submit copies of certificates as per the eligibility criteria and other requirements mentioned as per this NIT on or before the time

and date mentioned in the tender notice will be summarily rejected and will not be processed further.

- b. The bid submitted shall **become invalid** if:
- i) The bidder is found ineligible.
 - ii) The bidder does not upload all the mandatory documents
 - iii) If any discrepancy is noticed between the documents as uploaded and hard copies as submitted physically on demand.
11. The bidder whose bid is accepted will be required to furnish **performance guarantee of 3% (Three Percent)** of the work order value within 15 days from the date of issue of Letter Of Acceptance (LOA). The period can be further extended by the Chief Engineer at the written request of the contractor for a maximum period ranging from 1 to 15 days with late fee @ 0.1% per day of Performance Guarantee amount.

Earnest Money Deposit of successful bidder shall be returned back / refunded on receipt of Performance Security Deposit, however in case Performance Security Deposit is in the form of Bank Guarantee, Earnest Money Deposit will be released subsequent to confirmation of verification of Bank Guarantee from the issuing Bank.

In case the contractor fails to deposit the said performance guarantee within the period as above, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

12. The contractor whose tender is accepted will be required to furnish by way of security deposit for the due fulfillment of his contract, such sum as will amount to **2.5% of the tendered value** of work. The Security Deposit will be collected by deductions @ **5.0 %** of the gross amount of the running bill of the contractors till the total security deposit recovered will amount to **2.5% of the tendered value** of work. The Security deposit will also be accepted in the form of Government Securities, Fixed deposit Receipts of Scheduled Bank and Nationalised Bank. These shall be endorsed in favour of the **Accounts Officer, BARC, Visakhapatnam**.
13. **Site visit:** A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.
14. The contractors should procure required materials from the choice as per the specifications mentioned in the tender schedules. In case of ambiguity in regard to conditions and other related matters if any with the Tenders the decision taken by the Chief Engineer, BARC (V) shall be final and binding.
15. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
16. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected. However, tenders with unconditional rebate will be accepted.

17. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
18. The competent authority on behalf of the President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
19. The bidder shall not be permitted to bid for works in BARC(V) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in BARC or Department of Atomic Energy. Any breach of this condition by the bidder would render him liable to be removed from the list of contractors of this Department.
20. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his/her retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.

The bid for the works shall remain open for acceptance for a period of **90 days** from the date of opening of Techno-commercial Bid (Part-A) or from the date of opening of revised financial bid whichever is later. If any bidder withdraws his bid before the said period or issue of Letter Of Acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money without any notice to the contractor.

Further the bidders shall not be allowed to participate in the rebidding process of the work.

21. This notice inviting tender shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall **within 30 days** from the stipulated date of start of the work, sign the contract consisting of:
 - a. The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b. Conditions of contract and Forms, and all other relevant documents related to this tender as applicable.
22. **Clarifications and corrigendums/Addendums:** The clarifications, corrigendum's, amendments uploaded by the department in MS Word, MS excel, PDF, documents in CPPP website <https://eprocure.gov.in/eprocure/app> which should not be edited or corrected by bidders and not uploaded by them. These documents shall also be part of tender document.
23. After award of work to the successful bidder, the contractor shall submit **time schedule** for approval of Competent Authority which will form part of Agreement.
24. In case of receipt of any adverse character and antecedent remarks/ notification against the Contractor/ Company/ firm/proprietor and/ or his contract personnel, regarding

security aspects, BARC reserves absolute right to terminate the contract forthwith without assigning reason/ show cause notice. Under the circumstance the Contractor will have no right to claim good any losses/liability that may be incurred as consequence to the above action initiated by BARC. BARC also reserves the right to forfeit in part/full performance security and/ or security deposit in possession of the Government for failure on the part of the contractor to abide/adhere to the Security instruction issued by DAE/ BARC from time to time.

25. RIGHT TO OMIT OR ADD ONE OR MORE ITEMS:

The BARC (V) shall have the right to omit or add one or more items put in the tender either before or after an agreement for the work is entered into. In order to comply with the latest requirements of the Organization, local development, control bodies, site conditions, certain variations in the execution of items may be warranted.

26. Confidentiality Clauses: -

(i) Confidentiality: No party shall disclose any information to any 'Third party' concerning the matters under this contract generally. In particular, any information identified as " Proprietary" in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party.

This clause shall apply to the sub-contractors, consultants, advisors or the employees engaged by a party with equal force.

(ii) "Restricted information" categories under Section 18 of the Atomic Energy Act, 1962 and "Official Secrets" Under Section 5 of the Official Secrets Act, 1923:-

Any contravention of the above-mentioned provisions by any contractor, sub-contractor, consultant, adviser or the employees of a contractor, will invite penal consequences under the above said legislation.

(iii) Prohibition against use of BARC's name without permission for publicity purposes.

The contractor or Sub-contractor, consultant, adviser or the employees engaged by the contractor shall not use BARC's name for any publicity purpose through any public media like Press, Radio, TV or Internet without the prior written approval of BARC.

Work shall be executed according to General Conditions of Contract, Special Instructions to tenderers, Specifications, Drawings, and Schedule of Quantities etc. of BARC.

27. LEVY/TAXES Payable by Contractor:

a) **Goods & Service Tax (GST)** or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the contractor and government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.

b) Labour **welfare cess @1% or as applicable of gross value** of work done shall be recovered from each bill paid to the contractor.

c) Income tax and cess as applicable shall be deducted from each bill paid to the contractor.

d) Contractor should be registered under EPF & ESIC and shall pay EPF & ESIC of contract workers to concerned Department and it will be reimbursed to him by the Department after satisfying that it has been actually and genuinely paid by the contractor. The bidder should not consider EPF & ESIC in his rates.

Contractors shall comply provisions of the EPF Act, 1952 in respect of all the eligible employees/workers/ labours and submit the documentary proof regularly with every RA Bill.

- e) Any other taxes /cess as per Government directives shall be deducted from each bill paid to the contractor, from time to time

28. List of Mandatory documents to be scanned from original and uploaded within the period of bid submission by bidder:

- i. Copy of Earnest Money Deposit (EMD)
- ii. Consolidated Financial Turnover certificate including Profit & Loss statement duly certified by Chartered Accountant.
- iii. Latest Bank Solvency Certificate
- iv. Performance certificates of the eligible Similar Works completed in last seven years from the clients indicating (i) Name of the Work, (ii) Name of the Contractor (iii) Value of work done, (iv) Stipulated date of commencement, Stipulated and Actual time of completion, (v) Amount of compensation levied for delayed completion, if any, (vi) contact details of clients including their official mail id along with few Photographs showing outside view.
- v. GST (Goods and Services Tax) Registration certificates
- vi. PAN (Permanent Account Number) Registration certificate
- vii. **Undertaking on the bidder's letter head** that "The eligible similar work(s) have not been executed through another contractor on back to back basis".
- viii. **Undertaking on bidder's letter head as under:**
"I / We, hereby tender for the execution of the work specified for the President of India within the time specified in Schedule "F", viz., Schedule of Quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Section II of Part A and Clause - 11 of the General Clauses of Contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable".
- ix. Tender Acceptance Letter (Enclosed along with this NIT) as shown in **Appendix-A**
- x. **Undertaking on bidder's letter head** as under:
"We _____ (Name of bidder) undertake that we meet the mandatory Local Content (LC) requirement for qualifying as 'Class I Local Supplier' as per the PP-LC Policy, against tender no. _____. The percentage of Local Content in the bid is _____%".
- xi. "Form Of Certificate For Eligible Source Countries" on Bidder's letterhead as shown in Appendix-B
Note: During technical evaluation missing/additional documents, if any, can be asked by inspection committee for submission.

29. Final decision making authority.

BARC reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

30. INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

For more information for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

31. ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk directly through email at supporteproc@nic.in and telephonically on 0120-4001 002, 0120-4001 005, 0120-6277 787

Sd/-

Chief Engineer

BARC, Visakhapatnam

Bhabha Atomic Research Centre

For and on behalf of the President of India

APPENDIX 'A'
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

The Chief Engineer,
BARC (V),
Visakhapatnam.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned Tender / Work from the web site(s) namely: <https://eprocure.gov.in/eprocure/app> and www.barc.gov.in as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including Tender documents, annexure(s), schedule(s), corrigendum(s), Technical Specifications for Civil and Public Health works, Construction Safety Manual for Works Contract etc., available at BARC website <http://barc.gov.in/tenders/> under Other Information section etc.), which will form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality /entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including actions taken by Department.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

APPENDIX - B
Form Of Certificate For Eligible Source Countries
(To be submitted on Bidder's Letter head)

I/We, (Name of the Bidder), have read the **NIT clauses** regarding restrictions on procurement from a Bidder of a country which shares a land border with India, and I/we am/are not from such a country" or, from such a country (indicate country.....), have been registered with Competent Authority and submit a certificate herewith as an evidence of valid registration by the Competent Authority".

I/We hereby certify that I/We am/are fulfilling all requirements in this regard and eligible to be considered, in accordance to **NIT clauses**.

I/We acknowledge the right of the Employer that absence of such a certificate in the bid, if the Bidder belongs to such country stated above, shall disqualify the Bidder.

I/We acknowledge the right of the Employer to terminate the Bidder for false declaration or certificate, along with such other actions as may be permissible under law.

(Signature of the Bidder)