

Government of India
Bhabha Atomic Research Centre Facilities (Vizag.)
Visakhapatnam

NOTICE INVITING TENDER(NIT) for e-tender

TENDER NOTICE NO: **BARC-V/ESS-V/2024/07 dt.05.04.2024**

The Superintending Engineer, ESS, BARC(V) on behalf of the President of India invites online bids in two parts i.e. Part A (Techno-commercial) bid and Part B (Financial) bid , from Contractors having adequate experience and capabilities to execute similar works of such magnitude in Department of Atomic Energy (DAE) for the following work :

1. Brief details of work and steps of Tendering :

i.	Name of the work	:	Supply, shifting, Installation, testing and commissioning of Network Equipment and Optical Fiber cabling at UC01 Network building, BARC, Atchutapuram, Visakhapatnam.
ii.	Estimated Cost	:	Rs.7,00,000.00(excluding GST)
iii.	Earnest Money	:	Rs.14,000.00
iv.	Cost of Tender Document .	:	Nil.
v.	Tender Processing Fee.	:	Nil.
vi.	Period of completion	:	1 (One) Month .
vii.	Dates of availability of Tender Documents for download .	:	25.04.2024(17.00Hrs) on website https://eprocure.gov.in/eprocure/app . Detailed NIT is also available on website www.barc.gov.in for view only.
viii.	Uploading of Pre-bid Queries.	:	From 26.04.2024 (11:00 Hrs.) to 09.05.2024 (15:00 Hrs.) on CPPP website site https://eprocure.gov.in/eprocure/app . The queries can also be sent through e-mail to e-mail id : prasanat@barc.gov.in , rambabu@barc.gov.in cc: sanjjay@barc.gov.in
ix.	Dates for site Visit .	:	Bidders interested for site Visit should contact on (0891)2831172/71 from 26.04.2024 to 09.05.2024 only on working days .
x.	Pre-bid clarifications shall be uploaded in CPP website on .	:	10.05.2024.
xi.	Start date and time of online submission of tenders	:	11.05.2024(11:00 Hrs)
xii.	Last date of online submission of Part 'A' & Part 'B' bids.	:	16-05-2024 (15:00 hrs.)
xiii.	Date and time of opening of Part A Bid.	:	24-05-2024 (15:00 hrs.).
xiv.	Last date for receiving	:	23-05-2024 .

	original documents (1) Bid Security Declaration. (2) Technical Specification signed and stamped in each page.		(Address for sending hard copy :P.K.Tripathy, SO/F, BARC(V), Room No.115 ,UC1 Building , BARC main site – Yellamanchili Highway ,Near Nagavaram Jn. Maduturu (Sub-P.O),Visakhapatnam – 531011.)
xv.	Security Deposit		2.5 % of Tendered Value.
xvi.	Performance Guarantee		3 % of Tendered Value.
xvii.	Date of opening of Part-B	:	Shall be intimated later to qualified bidders .

2.0 Initial Eligibility criteria for participation in tendering (Refer Annexure – 1, 2 also)

2.1 The bidder should have the following:

- a) Bank Solvency Certificate of a Nationalized Bank / Scheduled Bank for a minimum of **Rs.2.80 Lakhs** and should not be older than one year from the date of opening of tender.
- b) Bidding Capacity : Not Applicable.
- c) Average Annual Financial Turnover on similar works should be at least **Rs.7.00 Lakhs**, during the immediate last 3 consecutive financial years ending 31st March ,2023. This should be duly audited by a registered Chartered Accountant.
- d) Should not have incurred any loss in **more than two (02) years during last five (05) years** ending 31st March , 2023.
- e) 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 :
 - (i) Three similar works each of value not less than **Rs. 2.80 Lakhs**.
 - (ii) or two similar works each of value not less than **Rs. 4.20 Lakhs**.
 - (iii) or one similar work costing not less than **Rs.5.60 Lakhs**.

The cost of completed works as referred in para are inclusive of all taxes but exclusive of GST.

Similar work shall mean “ Works including network equipment or optical fiber cable ”.

2.2 Intending bidder is eligible to submit the bid provided he has definite proof of having completed similar work from the appropriate authority, which shall be to the satisfaction of the competent authority 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.

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.

For experience certificate of works completed in post GST era, completion cost of work shall be considered excluding GST. If it is not specified in the certificate whether the completion cost is inclusive/exclusive of GST, an undertaking in this regard shall be submitted by the bidder on their letterhead clearly mentioning that the completion cost is inclusive/exclusive of GST. In case no such clarification is submitted by the bidders, the cost mentioned in experience certificate shall be deemed to be inclusive of GST and GST component shall be deducted from the same. The value of work arrived after deducting the GST shall only be considered for qualifying requirement as per NIT

2.4 . Please refer **Annexure 1** and **Annexure 2** for other criteria of eligibility.

3.0 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. No exemptions on EMD and any other exemptions are allowed .

4.0 To become eligible, the Bidders shall have to furnish an affidavit as under:-

The bidders have to also upload an Affidavit in the following format in **Rs.100/-** stamp paper attested by a Public Notary.

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be terminated from this work and also debarred for bidding in BARC in future for ever.

Also, if such a violation comes to the notice of Department before date of start of work, the Engineer- in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee.

5.0 Agreement shall be drawn with the successful Bidder on prescribed form which is available in the bid document. Bidders shall quote their rates as per various terms and conditions of the said form which will form part of the Agreement.

6.0 The time allowed for carrying out the work will be **1 (One) month** reckoned from the 15th day after date of written order to commence the work.

7.0 The site for the work is available: The drawings will be made available in a phased manner, as per the requirement of the same and as per approved program of completion (time schedule) submitted by the contractor after award of work.

8.0. 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.

9.0. 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.

10.0 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.

11. 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 cum Pre Qualification Bid) qualified bidders.

12. 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 at **Para 30 of 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.

13.0. EMD and other payments :

13.1 Earnest Money (value as mentioned in NIT) in the form of Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Accounts Officer, BARC, Visakhapatnam) shall be scanned and uploaded to the e-Tendering website before submission of bid and original EMD should be sent to: **Office of Project Director, BARC, Bhabha Atomic Research Centre, Visakhapatnam, ANU VIHAR , Mekarasi Hill, Gajuwaka – Yellamanchili Highway, Near Nagavaram Jn. Maduturu (Sub-P.O), Visakhapatnam – 531011 , Andhra Pradesh, Ph. No. (0891)2831172/8004** within the prescribed date and time. A part of earnest money is acceptable in the form of bank guarantee also. In such case minimum 50% of the Earnest Money or **Rs 20,00,000.00** whichever less, shall be paid in the form prescribed above and balance can be accepted in the form of Bank Guarantee issued by a Scheduled Bank as per **APPENDIX 'A' of the Tender Part 'A'**, which is to be scanned and uploaded by the intending bidders before submission of bids.

13.2 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 LOA. The period can be further extended by the Project Director at the written request of the contractor for a maximum period ranging from 1 to 7 days with late fee @ 0.1% per day of Performance Guarantee amount.

If the successful tenderer, fails to furnish the prescribed performance guarantee on or before stipulated dates of commencement the department (BARC) shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

14.0. 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 **Pay and Accounts Officer, BARC, Visakhapatnam**.

15.0 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.

16.0 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 Project Director, BARC (V) shall be final and binding.

16.0 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.

17.0 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.

18.0 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.

19.0 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.

20.0 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.

21.0 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.

22.0 The bid for the works shall remain open for acceptance for a period of **180 (one hundred and eighty) days** from the date of opening of Techno-commercial cum Pre qualification 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 suspend the bidder for two years and shall not be eligible to bid to BARC (V) tenders from date of issue of suspension order.

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

23.0 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:

- c. 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.
- d. Conditions of contract and Forms, and all other relevant documents related to this tender as applicable.

24.0 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.

25.0 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.

26.0 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.

27.0 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.

28.0 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.

29.0 LEVY/TAXES Payable by Contractor:

- a) Any other taxes applicable in respect of inputs or outputs procured by the Contractor for this contract shall be borne by the Contractor and Government will not entertain any claim whatsoever in respect of the same.
- b) All tendered rates shall be inclusive of all taxes, duties, levy or cess, fee, royalty charges etc. levied under any statute but exclusive of GST (Good and Services Tax) applicable on last stipulated date of receipt of tender including extension if any.
- c) No tax liability (other than GST) or insurance expenses will be borne by BARC. GST as applicable duly certified by Chartered Accountant on this work contract is reimbursable by BARC subject to production of original documentary proof of GST payment for this work.
- d) An undertaking as per Annexure-3 of NIT should be submitted for registration under GST and compliance of GST provisions.
- e) The bidders/ tenders should ensure that they are GST compliant and their quoted tax structure /rates are as per GST Law.

- f) Labour welfare cess @1% of gross value of work done shall be recovered from each bill paid to the contractor.
- g) Income tax and cess as applicable shall be deducted from each bill paid to the contractor.
- h) Contractor should be registered under EPF & ESIC and as per law, or if Department asks for, then contractor 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.
- i) Contractor shall comply with provisions of the EPF Act, 1952 in respect of all the eligible employees/workers/labourers and submit the documentary proof regularly with each RA Bill . Any other taxes /cess as per Government directives shall be deducted from each Bill paid to the contractor from time to time .

30. List of Mandatory documents to be scanned and uploaded:

- i. Copy of Earnest Money Deposit (EMD).
- ii. TENDER ACCEPTANCE LETTER (Enclosed along with this NIT) in pdf format.
- iii. Financial Turnover including Profit & Loss statement certified by Chartered Accountant. (As per **Form 'A'**) in pdf format
- iv. Bank Solvency Certificate(As per **Form 'B'**) in pdf format
- v. List of similar works completed in last 7 years(as per **Form 'C'**) in pdf format
- vi. List of ongoing works (as per **Form 'D'**) in pdf format
- vii. Certificates of Work Experience / Performance Certificates (As per Form 'E') in pdf format
- viii. Structure and organization (As per Form 'F') in pdf format
- ix. Details of Technical and administrative personnel to be employed (As per **Form 'G'**) in pdf Format.
- x. List of Construction Plants and Machinery (As per Form 'H') in pdf format.
- xi. Affidavit on Rs 100/- stamp paper in pdf format.
- xii. Form of agreement in pdf format.
- xiii. Statement of cash flow in pdf format.
- xiv. Letter of transmittal in pdf format.
- xv. GST (Goods and Services Tax) Registration certificates in pdf format.
- xvi. PAN (Permanent Account Number) Registration certificate in pdf format.
- xvii. **Part B (Financial) bid in excel format (Do not send hard copy) .**

Further details other than above if any required may be asked from the bidder after opening of technical bids.

31.0 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.

Superintending Engineer,ESS,BARC(V)

For and on behalf of President of India

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>.

1. REGISTRATION

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

2. SEARCHING FOR TENDER DOCUMENTS:

- i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS:

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "MySpace" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "MySpace" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

4. SUBMISSION OF BIDS:

- i. Bids **shall be submitted online only at CPPP website:**
<https://eprocure.gov.in/eprocure/app>
- ii. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- iii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- v. The agency shall download the pre bid clarification if any for the work and upload the same (scanned copy) duly signed and sealed. The revised documents (if any) shall be uploaded in e tender portal.

- vi. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the SKY BLUE coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- vii. Tenderers are advised to upload their documents well in advance, to avoid last minutes rush on the server or complications in uploading. BARC(V), in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.
- viii. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- ix. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- x. Submission of the tender documents after the due date and time (including extended period) shall not be permitted.
- xi. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xiii. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- xiv. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- xv. Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/ amendment.

5. 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

6. List of Mandatory documents to be scanned and uploaded

1. All the documents and certificates mentioned at **Para 30 of NIT** shall be scanned from original & uploaded within the period of bid submission by bidder.

Superintending Engineer,ESS,BARC(V)

For and on behalf of President of India

Information and instructions for Bidders for final qualification.

(iv) General:

Letter of transmittal and forms 'A' to 'H' for deciding eligibility are to be uploaded along with the tender document.

All information called for in the uploaded forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the Bidder, it should be stated as "not applicable". The Bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified.

Pages of the eligibility criteria document are numbered. Additional sheets, if uploaded by the Bidder, should also be numbered by the Bidder. The Bidders can adopt their own page numbering sequence irrespective of page numbers of the tender document. They should be uploaded as a package with letter of transmittal.

References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the Bidder should be signed by an officer not below the rank of Executive Engineer or Project manager or equivalent.

The Bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by BARC.

Any information furnished by the Bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in BARC.

(v) **Definitions:**

In this document the following words and expressions have the meaning hereby assigned to them.

Employer/ Department: Means the President of India, acting through Competent Authority of BARC, Department of Atomic Energy.

Bidder: Means the individual, Proprietary Firm, Firm in partnership, Limited Company Private or Public or Corporation.

“Year” means “Financial Year” unless stated otherwise.

(vi) **Method of application:**

If the Bidder is an individual, the submission shall be made by him/her with his/her full type written name and current address in the letter of transmittal.

If the Bidder is a proprietary Firm, the submission shall be made by the proprietor with his full typewritten name and the full name of his firm with its current address in the letter of transmittal.

If the Bidder is a Firm in partnership, the submission shall be made by all the partners of the Firm with their full typewritten names and current addresses in the letter of transmittal, alternatively, by a partner holding power of attorney for the firm. In the later case a copy of the power of attorney should also be scanned and uploaded along with the application. In both cases a copy of the partnership deed and current address of all the partners of the Firm should also be uploaded along with the application.

If the Bidder is a Limited Company or a Corporation, the submission shall be made in the letter of transmittal by a duly authorized person holding power of attorney for making the application accompanied by a scanned copy of the power of attorney. The Bidder should also upload a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

(vii) **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.

(viii) **Site visit**

The Bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings and collect all information that they considers necessary for proper

assessment of the prospective assignment. (Please refer para 15 of NIT).

(ix) Other requirements:

The bidder should own minimum machinery, tools and plants to be deployed at site as indicated in clause 18 of schedule 'F' required for the proper and timely execution of the work. Else, they should certify that they would be able to manage the equipment by hiring etc., and submit the list of Firms from whom he proposes to hire.

The Bidder should have minimum number of Technical employees to be deployed at site as indicated in clause 36 (i) of schedule 'F' for the proper execution of the contract. The Bidder should submit a list of these employees stating clearly how these would be involved in this work.

(x) Evaluation criteria

The detailed submitted by the bidders will be evaluated in the following manner:

The initial criteria for eligibility prescribed above in respect of experience of similar works completed and financial turn over etc. will first be scrutinized and the Bidder's eligibility for the work be determined.

The Bidders qualifying the initial criteria as set out above will be evaluated by a committee to be constituted by Competent Authority of BARC for following criteria by scoring method on the basis of details furnished by bidders and inspection of work site and offices by the above committee *if required* .

a)	Financial strength (Form 'A' & 'B')	Maximum 20 marks
b)	Experience in similar nature of work during last five years (Form 'C')	Maximum 20 marks
c)	Performance on works (Form 'E') – Time over run	Maximum 20 marks
d)	Performance on works (Form 'E') – Quality	Maximum 15 marks
e)	Personnel and Establishment (Form "F" & "G")	Maximum 10 marks
f)	Plant & Equipment (Form "H")	Maximum 15 marks
	Total	100 marks

To become eligible the bidder must secure at least fifty percent marks in each and sixty percent marks in aggregate.

Criteria for evaluation of the performance of contractors for eligibility: The break-up of above scoring method is indicated in the table below:

Attributes			Evaluation				
(a)	Financial strength	(20 marks)	(i) 60% marks for minimum eligibility criteria				
	i) Average annual turnover	16 marks	(ii) 100% marks for twice the minimum eligibility criteria or more				
	ii) Solvency Certificate	4 marks	In between (i) & (ii) - on prorata basis				
(b)	Experience in similar works	(20 marks)	i) 60% marks for minimum eligibility criteria ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) - on prorata basis				
(c)	Performance on works(time over run)	(20 marks)					
	Parameter	Calculation for point					
			Score				
						Max Marks=20	
		If TOR =	1.0	2.0	3.0	>3.5	
	i) Without levy of compensation		20	15	10	10	
	ii) With levy of compensation		20	5	0	- 5	
	iii) Levy of compensation not decided		20	10	0	0	
TOR = AT /ST, where AT = Actual Time; ST = Stipulated Time							
Note : Marks for value in between the stage indicated above is to be determined by straight line variation basis.							
(d)	Performance on works (Quality)		(15 marks)				
	(i) Very Good		15				
	(ii) Good		10				
	(iii) Fair		5				
	(iv) Poor		0				
(e)	Personnel and Establishment		(Max. 10 marks)				
	(i) Degree in Electronics/Tele-communication Engineering.		1	marks for each, max 4marks			
	(ii) Diploma in Electronics/Tele-communication Engineering		2	mark for each Max. 6 marks			
(f)	Plant & Equipment /calibrated Instrument		(Max. 15 marks)				
	1 Splicing machine		2	marks for each max 2 marks.			
	2 Crimping tool		2	marks for each Max.2 marks.			
	3 OFC Cable puller		2	mark for each Max. 2 marks.			
	4 Digital multimeter.		1	mark for each Max. 1 marks.			
	5 OTDR		1	mark for each Max. 1 marks.			
	6 Underground drilling machine		2	mark for each Max. 2 marks.			
	7 LAN tester		1	mark for each Max. 1 marks.			

	8	Box spanner set	2	mark for each Max. 2 marks.	
	9	Lap top	1	mark for each Max. 1 marks.	
	10	Line tester	1	mark for each Max. 1 marks.	

The department, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.

Even though any bidder may satisfy the above requirements, they would be liable to disqualification if they has:

- a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document,
- b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

(xi) Financial information

Bidder should furnish the following financial information:

Annual financial statement for the last five year in (Form “A”) and solvency certificate in (Form “B”)

(xii) Experience in works highlighting experience in similar works

Bidder should furnish the following:

- a) List of all works of similar nature successfully completed during the last seven years in (Form “C”).
- b) List of the projects under execution or awarded in (Form “D”).

Particulars of completed works and performance of the Bidder duly authenticated/certified by an officer not below the rank of Executive Engineer / Project Manager or equivalent should be furnished separately for each work completed or in progress in (Form “E”).

Information in (Form “D”) should be complete and no work should be left out.

(xiii) Organisation information

Bidder is required to submit the information in respect of his organization in Forms “F” & “G”.

Construction plant and equipment

Bidder should furnish the list of construction plant and equipment to be used in carrying out the work. (in Form “H”). Details of any other plant & equipment required for the work not included in Form “H” and available with the applicant may also be indicated.

(xiv) Electrical Contractors Licence :If applicable, it is one of the most important eligibility criteria & must be fulfilled . A scanned copy of the valid Electrical Contractor’s Licence must be uploaded .

(xv) **Award criteria**

BARC reserves the right, without being liable for any damages or obligation to inform the bidder, to:

- a) Amend the scope and value of contract to the bidder.
- b) Reject any or all the applications without assigning any reason.

Any effort on the part of the bidder or his agent to exercise influence or to pressurize BARC Authorities would result in rejection of his bid. Canvassing of any kind is prohibited.

Superintending Engineer,ESS,BARC(V)
For and on behalf of President of India

**(To be given on Company Letter Head)
TO WHOMSOEVER IT MAY CONCERN**

**Undertaking Pursuant to Section 206 AB of the Income Tax Act 1961
Declaration confirming filing of Income Tax Return from immediate two preceding Years.**

I, _____ [Name], in the capacity of Individual / Proprietor/ Partner/ Director/Authorized signatory of _____ [Entity Name] with PAN _____, do hereby make the following declaration as required under the relevant provisions of the Income Act, 1961 (hereinafter referred as 'the Act'):

1. That I/We am /are authorized to make this declaration in the capacity as Individual / Proprietor/Partner/Director. 2.
2. I/We hereby declare and confirm that I/We do not fall under the definition of 'specified person' as provided in section 206AB of the IT Act. 3.
3. I/We have duly filed return of income for FY 20-21& FY 21-22 within due date as per Section 139 (1) of the Income-tax Act, 1961 -Yes/No (strike out whichever is not applicable). 4.
4. If return has been filled the details are as follows:

I/We, _____ having PAN _____, hereby confirm that the provision of Section 206 AB is not applicable in my/our case as I/we am/are regular in filling of Income Tax Return. The details (along with proof of documents) of acknowledgement numbers and date of filling of Income Tax Returns for last two financial years are furnished below:

Sr. No	Financial Year / (Assessment Year)	Date of Filing Income Tax Return	ITR Acknowledgement Number
1	2021-22 / (2022-23)		
2	2022-23 / (2023-24)		

5. I /We hereby take responsibility for any loss/liability fully including any tax, interest, penalty, etc. that may arise due to incorrect reporting of above Information.

All the aforesaid representations are true and correct, and we /I agree to furnish any evidence required at any time in support thereof.

On behalf of _____

<< Name of the authorised signatory >>

<< Designation >>

Name of the Entity:

APPENDIX 'A'

Performa for Bid Security Bank Guarantee

Rs100/-)

WHERE AS _____ (Name of Bidder) (herein after called "the Bidder") has submitted his bid dated _____ (date) for undertaking the work of _____ (Name of work) (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 to President of India, acting through Chief Engineer, BARCF(V), Visakhapatnam-531011

for the sum of _____ (1) for which payment will and truly be made to be said BARCF(V), Visakhapatnam, the Bank binds itself, his successors and assigns by these presents.

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

2022. THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid or makes any modification in the terms and conditions of the tender which are not acceptable to BARCF(V), Visakhapatnam

OR

- (2) If the Bidder having been notified of the acceptance of his Bid by BARCF(V), Visakhapatnam during the period of bid validity
 - (a) Fails or refuse to execute the Form of Agreement in accordance with the instructions of Bidders, if required; OR
 - (b) Fails to commence the work specified in the tender document in prescribed time.

We _____
(Name of the Bank & Branch) undertake to pay BARC upto the above amount upon receipt of their first writtendemand, without BARCF(V), Visakhapatnam having to substantiate their demand, provided that in their demand BARC will not state the amount claimed by them is due to them owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force upto and including the date _____ (2). This date may be extended by Chief _____ Engineer, BARCF(V), 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) Notes:

1. The Bidders should insert the amount of Guarantee in words and figures denominated in Indian Rupees. This figure should be the same as specified in the tender document.
This date should be 45 days after the end of validity period of the Bid, reckoning from the deadline for submission of Bids which is stated in the tender document.

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

Date:

To:

The Project Director,
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 as per Form of Agreement and General Rules Section-II .

Yours Faithfully,

(Signature of the Bidder, with Official Seal)