

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

NOTICE INVITING TENDER(NIT) for e-tender
TENDER NOTICE NO: **BARCF-V/ESS-V/2019/19 dt.20-08-2019.**

Online item rate tenders in two parts i.e. Part-A (Techno-commercial Cum Pre-Qualification Bid) ,Part-B (Financial Bid) are hereby invited through e-tendering on behalf of the President of India by Regional Director , Bhabha Atomic Research Centre Facilities(Vizag.),Visakhapatnam-531011 for the following work from contractors having adequate experience and capabilities to execute similar works of such magnitude in Department of Atomic Energy (DAE).

1. Brief details of work and steps of Tendering :

i.	Name of the work	:	Providing external illumination works at main site, BARC facilities, Atchutapuram mandal , Visakhapatnam Dist. A.P.
ii.	Estimated Cost	:	Rs. 5,00,00,000.00 .
iii.	Earnest Money	:	Rs. 10,00,000.00.
iv.	Cost of Tender Document .	:	Nil.
v.	Tender Processing Fee.	:	Rs.5900.00 . e-payment through electronic mode (Non-refundable) in favour of M/s ITI Ltd., New Delhi .
vi.	Period of completion	:	12 Months .
vii.	Tender document is available for view/download .	:	28.08.2019 to 11.09.2019 (17:00 hrs) in e-tendering website www.tenderwizard.com/DAE . Detailed NIT is also available in web address http://barc.gov.in/tenders/index.html .
viii.	Last date for receipt of pre-bid queries and e-mail address for correspondence .	:	17.09.2019(17.00hrs.) e-mail id : prasanat@barc.gov.in cc : santhosh@barc.gov.in , mvratnam@barc.gov.in
ix.	Dates for site Visit .	:	Bidders interested for site Visit should contact on (0891)2838021/22/08 from 29-08-2019 to 16-09-2019 (on working days (Monday to Friday) .
x.	Pre-bid clarifications shall be uploaded in tender wizard website on .	:	18.09.2019.
xi.	Last date of online submission of Part 'A' & Part 'B' bids.	:	27-09-2019 (16:00 hrs.).

xii.	Last date for submission of physical documents : 1.Original DD /BG etc. Towards EMD . 2. Signed and stamped copy of all documents uploaded for meeting qualifying criteria. 3. Signed and stamped copies of Technical specifications .	:	BARC Facilities, ANU VIHAR , Mekarasi Hill, Gajuwaka – Yellamanchili Highway ,Near Nagavaram Jn. Maduturu (Sub-P.O),<u>Visakhapatnam – 531011</u> . 04-10-2019 (16:00 hrs.).
xiii.	Date and time of opening of Part A Bid.	:	04-10-2019 (15:00 hrs.).
xiv.	Security Deposit		2.5 % of Tendered Value.
xv.	Performance Guarantee		5 % of Tendered Value.
xvi.	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.2.00 Crores** and should not be older than one year from the date of opening of tender.
- b) The bidding capacity of the contractor applicable should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = [A \times N \times 2] - B$$

Where,

A= Maximum Value of similar works executed in any one year during the last five(05) years taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of work for which bids have been invited.

B= Value of existing commitments and on-going works to be completed during the period of completion of work for which bids have been invited.

- c) Average Annual Financial Turnover on similar works should be at least **Rs.5.00 Crores**, during the immediate last 3 consecutive financial years ending 31st March , 2019. 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 , 2019.

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. 2.00 Crores.**
- (ii) or two similar works each of value not less than **Rs. 3. 00 Crores.**
- (iii) or one similar work costing not less than **Rs. 4. 00 Crores.**

Similar work shall mean (a) Supply , installation ,testing and commissioning Steert light fittings including supply and installation of a minimum of 50 Street light poles and (b) Supply , installation ,testing and commissioning including laying of under ground power cables of 1.1 KV or above . It is clarified that works (a) and (b) executed separately are also acceptable as qualifying works .

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.

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, works executed under MSME, 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 for the Firms registered under MSME.

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 **12 (Twelve) months** 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 sam

e and as per approved program of completion (time schedule) submitted by the contractor after award of work.

8.0. The bid document consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be viewed and downloaded from website www.tenderwizard.com/DAE after complying necessary procedures.

9.0 After submission of the bid, the contractor can re-submit revised bid any number of times but before last date and time of submission of bid as notified.

10.0 While submitting the revised bid, contractor 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 time and date of submission of bid as notified.

11.0 This is a two stage bid system and if it is desired by Competent Authority of BARC 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.

12.0 EMD and other payments :

12.1 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 deposited in **Office of Regional 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)2838021/22/08 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.

12.2 Interested contractor who wish to participate in the bid has to pay **e-Tender Processing Fee of Rs. 5900.00** through electronic mode on www.tenderwizrd.com/DAE through e- payment gateway using credit card/ debit card (any VISA/Master card) in favour of "**ITI Limited, New Delhi.**"

13.0 Original instrument of Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or FDR and Bank Guarantee (if any) against EMD along with a copy of online payment receipt of e-tender processing fee shall be placed in a single sealed envelope superscripted as "**Earnest Money and Cost of Bid Processing Fee**" with name of work and due date of opening of the bid mentioned thereon should reach the office of Regional Director, BARC, Visakhapatnam, Bhabha Atomic Research Centre, IDA, B block, 4th cross road, Autonagar, Visakhapatnam – 530012, Andhra Pradesh within the prescribed due date and time. Other documents like copy of work experience certificates, solvency certificate , Turnover Certificate from CA , Copy of Electrical Contractor's Licence , Copy of technical specifications as uploaded shall be signed and stamped on each page and submitted in closed envelop marked "**Other documents**" with name of work and due date of opening of the bid mentioned shall also be submitted along with EMD . The Bidder should submit all documents on the prescribed date and time, otherwise his bid is likely **to be rejected and will not be processed further.**

13.1 Copy of certificate of work experience and other documents as specified in the tender notice (refer **para 17 of Annexure 1**) shall be scanned and uploaded to the e-Tendering website before bid submission. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and e-Tender processing fee placed in the envelope are found in order. The techno-commercial cum prequalification bid submitted shall be opened on the due date and time.

13.2 Incomplete and late Tenders:

(a) The offer of the Bidder who fails to submit originals of fee and copies of certificates as per the eligibility criterion and other requirements mentioned at **Para 17 of Annexure 1** on or before the time and date mentioned in the tender notice will be summarily rejected and will not be processed further.

(b) Delayed /late submission of physical documents, Original EMD and copy of online e-payment receipt of tender processing fee will not be entertained.

(c) If any Bidder fails to produce originals of the documents uploaded when asked for verification by Department without any valid reason, the tenderer will be debarred from participation for a minimum period of one year.

(d) The Delayed or late offers will be summarily rejected. Department will not be responsible for Postal delays.

13.3 The bid submitted shall **become invalid when** : (i) The Bidder is found ineligible.

(ii) The Bidder does not upload all the documents (Mandatory scanned documents, Techno-Commercial cum Pre-Qualification Bid (Part 'A') and Financial bid (Part 'B')) as stipulated in the tender documents within the prescribed period.

(iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.

14.0 The contractor whose bid is accepted will be required to furnish **performance guarantee of 5% (Five Percent)** of the work order value within the period specified in Schedule 'F'. The period can be further extended by the Regional Director 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. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form (in case the guarantee amount is equal to or more than Rs.1,00,000/-).

In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money Deposited along with bid shall be returned back/ refunded on after receiving the aforesaid Performance Guarantee. However in case, Performance Guarantee 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.

15.0 The Bidder whose bid 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**.

16.0 Site visit: Intending Bidders are advised to inspect and examine the site, approaches and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. 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.

16.1 The Bidder shall read the specifications and study the drawing carefully before submitting the tender. 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 Regional Director, BARC (V) shall be final and binding.

16.2 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 themselves to accept the lowest or any other bid and reserves to themselves the authority to reject any or all the bids received without 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, bids 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 themselves 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 Contractor shall not be permitted to bid for works in BARC in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Engineer (both inclusive) responsible for award and execution of contracts. 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 contractor 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 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 forfeit 50% of the said earnest money as aforesaid. 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 15 days from the stipulated date of start of the work, sign the contract consisting of:-

23.1 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.

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

24.0 Clarifications and corrigendums: The clarifications, corrigendum's, amendments uploaded by the Department in MS Word, MS excel, PDF, documents in website www.tenderwizard.com/DAE which should not be edited or corrected by Bidders and shall not be uploaded by them. These documents shall also be part of tender document.

25.0 Please refer Annexure-1 and 2, which shall be the part of Notice Inviting Tender.

26.0 After award of work to the successful Bidder, the Contractor shall submit **time schedule & cash flow statement** for approval of Competent Authority which will form part of Agreement.

27.0 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.

28.0 Ambiguities in rates quoted: If there are differences between the rates given by the Bidder in words and in figures or in amount worked out by him, the following procedure shall be followed.

- (i) The Bidder shall quote rates in figures only. The rates in words, amount of each item and total is generated automatically. Therefore, the rate quoted by the Bidder in figures shall be taken as correct.
- (ii) In the case of percentage rate bid, the percentage quoted in figures shall be taken as correct.
- (iii) In Lump Sum Contracts, the amount quoted in figures shall be taken as correct.

29.0 RIGHT TO OMIT OR ADD ONE OR MORE ITEMS:

BARCF(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.

30.0 LEVY/TAXES Payable by Contractor:

- a) **GST shall mean Goods and Service Tax-Central, State and inter State.**
- b) Contractor should be registered under **Goods & Service Tax (GST)** and GST is applicable as per the extent order on the work shall be paid by the contractor to concerned tax authorities.
- c) **The quoted rate shall be inclusive of GST or any other Tax on material & Services in respect of this contract and all taxes shall be payable by the contractor.**
- d) **GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided in the following clauses.**
- e) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustments i.e., increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs. However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the Contractor only if the Contractor necessarily and properly pays such increased amount of taxes/levies/cess. Provided further that such adjustment including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.
- f) Labour **welfare cess @1% or as applicable of gross value** of work done shall be recovered from each bill paid to the contractor, if the contractor fails to deposit to the appropriate Government or at his request to deposit the same from recovering the bill.
- 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) **GST @ 2 %** shall be deducted at source i.e. from the payments made to the contractor on base

value of goods and services . The successful bidder shall be asked to give break up of rates after issue of work order .

J) Any other taxes /cess as per Government directives shall be deducted from each bill paid to the Contractor, from time to time.

**Regional Director
Bhabha Atomic Research Centre Facilities (Vizag.) ,
Visakhapatnam.
For and on behalf of the President of India.**