

Government of India
Bhabha Atomic Research Centre
Visakhapatnam

IDA Block-B
4th Cross Road, Autonagar
Visakhapatnam 530012

NOTICE INVITING TENDER

NIT NO: BARC(V)/CED/ Renovation/21 , dated: 03.10.2018

Sealed item rate tenders in two stages i.e., Part A (Techno commercial bid) and Part B (Financial bid) in the prescribed form are hereby invited on behalf of the President of India by the Regional Director, BARC, Visakhapatnam for the following work from contractors on approved list of CPWD, MES, Railways, State PWDs, Public Sector Undertakings of Central or State Governments / Central Autonomous bodies or those having adequate experience and capabilities to execute similar works of such magnitude in Department of Atomic Energy (DAE).

1.0 Brief Details of work		
1.1	Name of work	: “Renovation of existing building and other miscellaneous civil works in BARC Campus, Atchutapuram, Visakhapatnam, A.P.”
1.2	Estimated Cost	: 45,00,000.00
1.3	Earnest Money Deposit	: Rs. 90,000.00 (2% of Estimated cost)
1.4	Completion Period	: 06 (Six) calendar months
1.5	Cost of Tender Document	: Rs. 500/- (Cash / DD in favour of Pay and Accounts Officer, BARC Payable at Visakhapatnam)
1.6	Dates for submission of application for blank tender	: 11.10.2018 (10:30 Hrs) to 25.10.2018 (15:00Hrs) (On working days)
1.7	Dates and time for issue of blank tender documents	: 12.10.2018 (11:00 Hrs) to 26.10.2018 (16:00 Hrs) (On working days) from the office of the Regional Director, BARC , IDA Block-B, 4th Cross Road, Autonagar Visakhapatnam – 530012.
1.8	Last date and time for Receipt of tenders(Part A & Part B) and Place of submission	: 31.10.2018 (15:00 Hrs) at office of Regional Director, Bhabha Atomic Research Centre, IDA, ‘B’ block, 4 th cross road, Autonagar, Visakhapatnam – 530 012, Andhra Pradesh.
1.9	Date and place of opening of Part-A	: 31.10.2018 (16:00 Hrs) Place - as above
1.10	Date and place of opening of Part - B	: Will be notified at a later date to Part-A qualified bidders.
1.11	Validity of tender from date of opening of Part-A of the tender	: 90 days

2.1 Tender document is prepared in two stage viz. Part ‘A’ (Techno-commercial Bid) and Part ‘B’ (Financial Bid). **Part ‘A’ Techno-commercial Bid** consists of Section I to VII which contains Form for Tender Agreement, Conditions of Contract, Special Instructions to Tenderers, Specifications, Tender Drawings, Schedule ‘A’ (List of Materials to be Supplied by the Department), Construction Time Schedule, Annexure ‘A’ (Statement for Men & Machinery),

Annexure 'B' (List of Approved Manufacturers of Materials), Annexure 'C' (Statement of Cash Flow for the Work) & Performa of Schedules.

- 2.2 **Part 'B'(Financial Bid)** consists of Section VIII which provides Schedule of Quantities. Application for purchase of tender can be submitted as mentioned above. Application with required documents should be submitted preferably in person. However application sent by post or courier will also be considered provided the same is received within due date & time. Application received after due date shall not be considered for issue of tender.
- 2.3 The tender documents can be purchased from the office of the Regional Director, BARC , IDA Block-B, 4th Cross Road, Autonagar Visakhapatnam – 530012 on any working day from the dates mentioned above on payment of amount mentioned above.

The bidders shall submit their tenders along the following mandatory documents:

- a) Registration in Appropriate **Class of Contractors, if any.**
 - b) Bank Solvency Certificate of a Nationalised Bank / Scheduled Bank for a minimum of **Rs.18,00,000.00** should not be older than one year from the date of opening of Part-A (Techno commercial bid).
 - c) Average **Annual Financial Turnover on similar** works should be at least **Rs. 45,00,000.00** during **last 3 consecutive financial years** ending 31st March 2018. The bidder shall submit documentary evidence of Turnover and profit & loss duly certified by the Chartered Accountant.
 - d) Should **not** have incurred any **loss in more than two years** during last five years ending 31st March 2018.
 - e) **List of works** carried out during **last 7 years** showing the cost of works and their status completed / in progress, year-wise.
 - f) **Certificates** of Work Experience/ Performance certificates.
 - g) List of Construction **Plant & Machinery.**
 - h) List of Technical **Staff** they possess.
 - i) Attested copy of valid Registration Certificate with Department of Sales Tax **GST.**
 - j) Attested copy of Permanent Account Number (**PAN**).
 - k) TDS Certificate for proof of value of work executed for various clients
 - l) Bidders **shall confirm on their firm's letter head indicating the percentage rate of Goods and Services Tax (GST) considered in their offer.**
- 2.4 The bidder should have satisfactorily completed (based on certification of performance by client of the works) **3 (Three)** similar works each of value not less than **Rs. 18,00,000.00** or **2 (Two)** works each costing not less than **Rs. 27,00,000.00** or **1 (One)** work costing at least **Rs. 36,00,000.00** during the last **7 (Seven)** years ending on the previous day of last date of submission of tender.
- 2.5 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 also not applicable for the firms registered under MSME.**

- 2.6 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. In case of composite works including other items, cost of the items related to similar works mentioned shall be taken as cost of work. For the purpose of clause **Similar Works** means "**Construction of Civil works**". The similar works should have been executed in India.
- 2.7 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 the last date of submission of tenders.
3. Tenders are required to be submitted in separate sealed and super scribed envelopes containing and indicating the following.

i	First Envelope	Earnest Money
ii	Second Envelope	Part-A(Techno commercial Bid)
iii	Third Envelope	Part –B (Financial Bid)

All the three sealed envelopes shall then be placed in another envelope, sealed and submitted to the tender inviting authority super scribed with Name of work and tender number.

4. Tenders with any condition including conditional rebate shall be rejected. However, tenders with unconditional rebate will be accepted.
5. The time allowed for carrying out the work will be reckoned from the 15th day after date of written order to commence the work 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. In case the last date of sale and / or the date of receipt and opening of tender is declared as holiday, the respective date shall be treated as postponed to the next working day, correspondingly.
7. Earnest Money Deposit in the form as stipulated in tender documents shall be deposited at time of submission of Tenders. Tenders not accompanied with Earnest Money Deposit are liable to be rejected.
8. Tenders are to be on the prescribed form of Bhabha Atomic Research Centre. Tenderers should quote in figures as well as in words the rates and amounts tendered by them. The amount for each item should be worked out and the requisite total given. All corrections shall be attested by the dated initials of the tenderer. The tenderers not tendering for this work after purchase of the tender documents must return the tender documents and drawings to the office of the undersigned within 15 days from the date of opening of tender. However, the cost of tender document will not be refunded.
9. When a contractor signs a tender in an Indian Language, the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates and the amounts tendered should be attested by a witness.

10. TENDERS NOT ACCOMPANIED BY THE FOLLOWING ARE LIABLE TO BE SUMMARILY REJECTED.

Original document 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. 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

NOTES:-

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

11. 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'. On the request of the contractor, this period can be further extended by the Regional Director for a period ranging from 1 to 15 days (Max.) with a **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 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. Further if the successful tenderer, fails to commence work within 1/8th of the stipulated time, the President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely. 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.

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. The acceptance of tender will rest with the Regional Director, BARC, Visakhapatnam-530012 on behalf of President of India, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

14. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
15. All rates shall be quoted on the proper form of the tender alone. 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. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-In-charge shall be communicated to the Engineer-In-charge.
17. Special care should be taken to write the rate in figures as well as in words and the amounts in figures only in such a way that interpretation is possible. The total amount should be written both in figures and in words. In case of figures, the word “Rs.” should be written before the figure of Rupees and word “P” after the decimal figures e.g. Rs. 1.25 P. and in case of the words the word “Rupees” should precede and the word ‘Paise’ should be written at the end. Unless the rate is in whole rupees and followed by the word ‘only’ it should invariably be up to two decimal places. While quoting the rate in schedule of quantities the word ‘only’ should be written closely following the amount and it should not be written in the next line.
18. The President of India reserves to himself the right to accept the whole or only part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

19. 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 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) Any other taxes /cess as per Government directives shall be deducted from each bill paid to the contractor, from time to time.
20. If any tenderer withdraws his tender within the validity period or make any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall without prejudice to any right or remedy, be at liberty to forfeit 50 % (Fifty Percent) of the Earnest Money absolutely.
Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.
21. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered for the same work. Failure to observe these conditions would render tenders of the contractors tendering as well as witnessing the tender liable to summarily rejection.
22. It will be obligatory on the part of the tenderer to sign the tender document for all the component parts.
23. This Notice Inviting Tender shall form a part of the contract document.
24. In case of receipt of any adverse charter 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. Ambiguities in rates quoted: If there are differences between the rates given by the contractor in words and in figures or in amount worked out by him, the following procedure shall be followed.
- (a) When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the contractor shall be taken as correct.
 - (b) When the amount of an item is not worked out by the contractor, or if it does not correspond with the rates written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.

B. PROJECTS UNDER EXECUTION OR AWARDED (ONGOING WORKS)

Sr. No.	Name of work/ project and location	Owner or sponsoring organisation	Cost of work in Lakhs Rupees	Date of comm.-encement as per contract	Stipulated date of completion	Upto date percent age progress of work	Slow progress if any and reasons thereof	Name and address / telephone number of officer to whom reference may be made	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Certified that the above list of works mentioned in Table-A & Table-B and the information given is Correct to my knowledge and belief.

Signature of Bidder (s)

Sd/-
Regional Director
BARC, Visakhapatnam
For and on behalf of the President of India