

**Government of India  
BARC Facilities (Vizag.) ,Visakhapatnam.**

**Autonagar,  
Visakhapatnam – 530012**

**NOTICE INVITING TENDER  
TENDER NOTICE NO: BARCF-V/2018/32**

Sealed item rate tenders in two parts i.e. Part-A (Techno-commercial Bid) ,Part-B (Financial Bid) in the prescribed form are hereby invited on behalf of the President of India by **Regional Director , Bhabha Atomic Research Centre Facilities(Vizag.),Visakhapatnam-530012** for the following work from contractors having adequate experience and capabilities to execute similar works of such magnitude in Department of Atomic Energy (DAE).

i.	Name of the work	:	<b>Landscaping work Phase-I at BARC , Visakhapatnam .</b>
ii.	Estimated Cost	:	<b>₹ 14,00,000.00</b>
iii.	Earnest Money	:	<b>₹ 28,000.00</b>
<b>Note:- Earnest Money of ₹ 28,000.00 to be submitted at the time of opening of Part `A` in the form of Receipted Treasury Challan / Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipt of a Scheduled Bank/ Demand Draft of a Scheduled Bank / Bankers cheque of a Scheduled Bank , issued in favour of <b>Accounts Officer, BARC, Visakhapatnam .</b></b>			
iv.	Cost of Tender Document .	:	<b>₹ 500.00 (DD in favour of Accounts Officer, BARC, payable at Visakhapatnam or Rs.500/- cash deposit at BARC cash counter .</b>
v.	Period of completion .	:	<b>6 Months.</b>
vi.	Place of sale of Tender.	:	<b>Office of Engineer-in-Charge , ESD , FEMS ,BARC F(V) . IDA Block-B ,4th Cross Raod , Autonagar ,Visakhapatnam-530012 .</b>
vii.	Dates for submission of application for blank tenders	:	<b>12.11.2018 to 26.11.2018 (10.00 to 16.00 hrs.), only on working days, prior intimation on Telephone No. 0891-2892111/131/198 may be given before coming for purchase and submission of tender.</b>
viii.	Dates and time for issue of blank tender documents	:	<b>13.11.2018 to 26.11.2018 (10.00 to 16.00 hrs.),only on working days.</b>
ix.	Date of pre-bid meeting & site visit.	:	<b>28.11.2018 at 11 A.M.</b>
x.	Place of submission of Tender in person	:	<b>Office of Engineer-in-Charge , ESD , FEMS ,BARC F(V) . IDA Block-B ,4th Cross Raod , Autonagar ,Visakhapatnam-530012 .</b>

xi.	Due date and time for Receipt of tenders	:	06.12.2018 up to 3.00 p.m. at FEMS, BARC F(V), Autonagar ,Visakhapatnam - 530012.
xii.	Due date, time and place of opening of Part 'A' of Tender	:	<b>06.12.2018 at 3.30 p.m. , at FEMS, BARC F(V), Autonagar ,Visakhapatnam - 530012.</b>
xiii.	Date of opening of part-B	:	<b>Shall be intimated later .</b>

2. Tender document is prepared in two parts viz. Part 'A' (Technno-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. 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.

The application should be submitted along with satisfactory proof of (a) Bank Solvency Certificate of a Nationalized Bank / Scheduled Bank for a minimum of **Rs.5,60,000.00** and should not be older than one year from the date of opening of tender (b) Average Annual Financial Turnover should be at least **Rs.14,00,000.00** during last 3 years ending 31st March, 2018 . This should be duly audited by a registered Chartered Accountant (c) Should not have incurred any loss in more than two years during last five years ending 31st March, 2018 (d) List of works carried out during last 7 years showing the cost of works and their status completed / in progress, year-wise (e) Performance Certificates (f)List of Construction Plant & Machinery, equipment , accessories & other infrastructure facilities possessed by the agency to complete the work in time (g) List of Technical Staff they possess (h) 1)**Self attested copy of valid Registration under GST** (2) **Self attested copy of Permanent Account Number (PAN)**. The tender documents will not be sent by post or courier and should be collected personally.

The tender form will be issued to the agencies who have satisfactorily completed (based on certification of performance by client of the works) 3 (Three) similar works each of value not less than Rs. **5,60,000.00** or 2 (Two) similar works each costing not less than **Rs.8,40,000.00** or 1 (One) similar work costing at least **Rs.11,20,000.00** during the last 7 (Seven) years ending on **dt.13-11-2018**.

Similar works means "**Any work involving Landscaping /Gardening**". 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.

3. Tenders are required to be submitted in separate sealed and super scribed envelopes containing and indicating the following.

I	First Envelope	Earnest Money Deposit
II	Second Envelope	Part 'A' (Techno-commercial Bid )
III	Third Envelope	Part 'B' (Financial Bid)

All the sealed envelopes shall then be placed in another envelope, sealed and submitted to the tender inviting authority.

4. Tenders, will be received at ,FEMS, BARC F(V) , Autonagar ,Visakhapatnam - 530012 in the office as mentioned above. Part 'A' (Techno-commercial Bid) will be opened as mentioned above in the presence of attending tenderers . The envelope containing EMD will be opened first. The Part 'A' will be considered for opening provided the Earnest Money Deposit is found to be in order in all respects.

The contractor's ongoing / completed work sites & offices will be visited and their Techno-commercial Bid related documents shall be evaluated and accordingly tenderers qualified / disqualified by the Competent Authority. The Part 'B' (Financial Bid) of the qualified tenderers shall then be opened at notified time, date and place in presence of tenderers or their authorized representatives.

No modifications in the tender shall be allowed after opening Part 'A'.

5. Tenders with any condition including conditional rebate shall be rejected. However, tenders with unconditional rebate offered along with price bid within Part 'B' (Financial bid) envelope will be accepted.

6. The time allowed for carrying out the work will be reckoned from the 15<sup>th</sup> 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.

7. Tender will be kept valid for 90 (**Ninety**) days from the date of opening the **tender (Part 'A')**.

8. 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.

9. Earnest Money Deposit in the form as stipulated in tender documents shall be deposited at the time of opening of Part 'A'. Tenders which are not accompanied with Earnest Money Deposit are liable to be rejected.

10. 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 quoted by them. The amount for each item should be worked out and filled in the proper column. All corrections shall be attested by the dated initials of the tenderer. The tenderers who are not interested in quoting for this work after purchase of tender documents must return the tender documents and drawings to the office of the undersigned within 15 days from the date of submission of tender. However, the cost of tender document will not be refunded.

11. When the contractor signs the tender in an Indian language, the total amount quoted by them should also be in the same Language. In the case of illiterate contractors the rates and the amounts tendered should be attested by a witness.

12. TENDERS NOT ACCOMPANIED BY THE PRESCRIBED EARNEST MONEY DEPOSIT ARE LIABLE TO BE SUMMARILY REJECTED.

a) Cheques for Earnest Money Deposit will not be accepted.

b) Tender forms are not transferable.

13. The contractor whose tender is accepted will be required to furnish by way of security deposit for the due fulfilment of his contract, such sum as will amount to **2.5%** of the tendered value of work. In addition, the contractor shall be required to deposit an amount equal to **5%** of the tendered value of the contract as Performance Security after issuing of Letter of Intent and before commencement of the work but not later than stipulated date of commencement. Performance Security of **5%** can also be accepted in the form of Bank guarantees (in case Performance Security exceeds Rs. 1.00 Lakhs), fixed deposit receipts of Scheduled Bank or in the form of Government Securities. **The EMD of Rs.28,000.00 in respect of the successful bidder shall be returned after receipt of performance security of 5% of tendered value.** The performance guaranty shall be returned after 2 Months of completion of work and signature on Final bill.

14. The Security Deposit will be collected by deductions @ **5 %** of the gross amount of the running bill of the contractors till the sum will amount to **2.5%** of the tendered value of work. The Security deposit will also be accepted in the form of Governments Securities, Fixed deposit Receipts of Scheduled Bank and Nationalised Bank. These shall be endorsed in favour of the **Accounts Officer, BARC, Visakhapatnam, payable at Visakhapatnam. The Security deposit of 2.5 % shall be returned after 6 (six) months of period of maintenance subject to satisfactory maintenance of the work. Any damaged /dead plant / landscaping occurring in this period shall be attended and replaced free of cost failing which the Performance Security of 2.5 % shall be forfeited.**

15. 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.

16. The acceptance of tender shall rest with department which does not bind itself to accept the lowest tender and reserves to itself 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 incomplete in any respect are liable to be rejected.

17. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

18. All rates shall be quoted on the proper form of the tender itself.

19. 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.

20. 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.

21. The department reserves 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.

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

(ii) 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 under clause-38 of GCC.

(iii) All tendered rates shall be inclusive of any tax, levy or cess as applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be allowed for any variation in rates of GST, building & other construction workers welfare cess or any tax or, levy or cess applicable on inputs. However effect of variation in rates of GST or building & 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 other tax (except 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 adjustments including GST shall not be made in the extended period of contract for which contractor alone is responsible for delay as determined by the authority for extension of time.

(iv) **TDS @ 1% on Gross value of the work towards labour cess will be deducted from the payments made by the department for this work. The bidder should take this into consideration while quoting rates.**

(v) **Income Tax @ 2% or as applicable will be deducted from the payments made by the department for this work.**

(vi) 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 .

(vii) Any other Taxes /cess as per government directives shall be deducted from each bill paid to the contractor from time to time .

(viii) As per Government Order GST TDS@ 2% shall be deducted at source on payments made to the supplier of taxable goods and /or services, where the total value of such supply, under an individual contract, exceeds two lakhs fifty thousand rupees.

23. 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.

24. 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.

25. It will be obligatory on the part of the tenderer to sign the tender document for all the component parts.

26. This Notice Inviting Tender shall form a part of the contract document.

27. The Contractor shall submit a detailed list of similar works carried by them during the last **7 (Seven)** years ending on the date mentioned earlier in this NIT (in page 2) and also works in hand (progress) and certifying that the list of works are complete and no works have been left out in the following Performa :

DETAILS OF ALL WORKS OF SIMILAR WORKS COMPLETED DURING THE LAST SEVEN YEARS  
(Ending on dt.13-11-2018) :

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	Actual date of completion	Litigation / arbitration cases pending / in progress with details (indicate gross amount claimed and amount awarded by the Arbitrator)	Name and address/ telephone number of officer to whom reference may be made	Remarks
( 1 )	( 2 )	( 3 )	( 4 )	( 5 )	( 6 )	( 7 )	( 8 )	( 9 )	( 10 )

PROJECTS UNDER EXECUTION OR AWARDED :

Sr. No.	Name of work/project and location	Owner or sponsoring organisation	Cost of work in Lakhs Rupees	Date of comm.-encem-ent as per contract	Stipula-ted date of comple-tion	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	Re-mar-ks
( 1 )	( 2 )	( 3 )	( 4 )	( 5 )	( 6 )	( 7 )	( 8 )	( 9 )	( 10 )

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