



Government of India
Bhabha Atomic Research Centre
VISAKHAPATNAM

Anu Vihar, Mekarasi Hill
Gajuwaka-Yellamanchili Road
Maduturu Sub Post Office
Visakhapatnam-531 011

NOTICE INVITING TENDER

TENDER NOTICE NO: BARC (V)/Harvesting/150, Dated: 23.04.2024

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

The price to be quoted by the bidder shall be the amount the bidder has to pay to BARC, Visakhapatnam in lieu of the produces viz. Fruits & Nuts mentioned in Scope of the work. **The contract will be awarded to the H1 (highest quoted) bidder. Minimum Reserve Price for acceptance of the bid is Rs. 15,00,000/- (Rupees Fifteen Lakhs only) for a period of 02 year from the date of issue of work order.** If approved by BARC(V), the contract may be further extendable by 02 more years subject to satisfactory performance of the contract, mutual agreement and at the same agreement conditions.

1. Brief Details of work:

I.	Name of work	"Biennial Contract for produce harvesting from the existing plantations at BARC main campus and Anu Vihar colony in Atchutapuram, Visakhapatnam, A.P."
II.	Minimum reserve price for acceptance of tender	Rs. 15,00,000/-
III.	Earnest Money Deposit	Rs. 30,000/- Original EMD should be sent to the office of Superintending Engineer (C&M), BARC(V), UC-1 annex office, BARC(V) main campus, Gajuwaka -Yellamanchili Road, Maduturu Sub Post Office, Visakhapatnam-531 011 on or before opening of Part-A (Technical) bids.
IV.	Cost of Tender Document.	NIL
V.	Period of Contract	02 year from the date of issue of work order extendable by 02 more years subject to satisfactory performance of the contract, mutual agreement and at the same agreement conditions.
VI.	Document Download / Sale Start Date and End Date	24.04.2024 (16.00 Hrs) to 08.05.2024 (11:30 Hrs) on website https://eprocure.gov.in/eprocure/app . Detailed NIT is also available on website www.barc.gov.in for view only.
VII.	Bid Clarification Start & End Date	From 24.04.2024 (16:30 Hrs.) to 29.04.2022 (10:00 Hrs) Hrs.) on CPPP website site https://eprocure.gov.in/eprocure/app or queries may be sent to: tsrihari@barc.gov.in with a copy to kvbabu@barc.gov.in

VIII.	Pre Bid Meeting Date	Site visit on 29.04.2024 at 10.30 Hrs followed by pre-bid conference at UC-1 annex office, BARC(V) main campus, Gajuwaka -Yellamanchili Road, Maduturu Sub Post Office, Visakhapatnam-531 011.
IX.	Bid Submission Start Date	03.05.2024 (11:00 Hrs)
X.	Bid Submission End Date	08.05.2024 (11:30 Hrs)
XI.	Last date for submission of original EMD	On or before 13.05.2024 (11:00 Hrs.) at UC-1 Annex office, BARC(V) main campus, Gajuwaka -Yellamanchili Road, Maduturu Sub Post Office, Visakhapatnam-531 011 in a sealed super scribed envelope mentioning name of work and NIT Number. Original documents should be submitted preferably in person. However documents sent by post or courier will also be considered provided the same is received within due date & time.
XII.	Part-A (Technical) Bid Opening Date	14.05.2024 (15:00 Hrs)
XIII.	Date of opening of Part – B (Financial Bid)	Will be intimated at a later date to Part-A qualified bidders.
XIV.	Validity of tender from date of opening of Part-A of the tender	60 days
XV.	Time period and amount to be deposited by the H1 bidder	60 % of the quoted amount shall be deposited within 15 days from the date of issue of Letter of Acceptance (LOA) in a single instalment so as to place the work order. The balance 40% of the quoted amount shall be deposited in a single instalment within 09 months from the date of issue of work order.

2. **EARNEST MONEY DEPOSIT:**

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

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

NOTES:

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

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

The EMD of successful bidder shall be returned back/ refunded on deposit of the quoted/ tendered amount.

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

3. 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.
4. 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.
5. 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.
6. 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.
7. 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 (Technical Bid) qualified bidders.
8. **Incomplete and late Tenders:**
 - a. The offer of bidder who fails to submit copies of certificates as per the eligibility criteria and other requirements mentioned as per this NIT on or before the time and date mentioned in the tender notice will be summarily rejected and will not be processed further.
 - b. The bid submitted shall **become invalid** if:
 - i) The bidder is found ineligible.
 - ii) The bidder does not upload all the mandatory documents
 - iii) If any discrepancy is noticed between the documents as uploaded and hard copies as submitted physically on demand.
9. **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.
10. **Police Verification Certificate (PVC):** BARC (V) being a sensitive and strategic organization the credentials of the personnel to be deployed shall be subject to Police Verification and their entire details shall be made available from time to time. The responsibility of obtaining and furnishing the Police Verification Certificate (PVC) rests fully with the contractor at their own expenses.
11. 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.
12. 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.

13. 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.
14. 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.
15. 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(V) 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.
16. 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.
17. The bid for the works shall remain open for acceptance for a period of **60 days** from the date of opening of Technical 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 work order whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money without any notice to the contractor.
Further the bidders shall not be allowed to participate in the rebidding process of the work.
18. The successful bidder is required to deposit **60 % of the quoted amount within 15 days from the date of issue of Letter of Acceptance (LOA) in a single installment so as to place the work order. The balance 40% of the quoted amount shall be deposited in a single installment within 09 months from the date of issue of work order. The deposit shall be accepted only in the form of Demand Draft from a Scheduled Bank drawn in favour of "Pay and Accounts Officer, BARC, Visakhapatnam" payable at Visakhapatnam.**
19. The **acceptance** of tender shall rest with BARC (V) which does not bind itself to accept the highest 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.
20. **Canvassing** in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
21. 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.
22. 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.
23. 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.
24. It will be obligatory on the part of the tenderer to sign the tender document for all the component parts.

25. 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 agreement consisting of:
- a. The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b. Conditions of contract and Forms, and all other relevant documents related to this tender as applicable.
26. **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.
27. 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(V) 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(V). BARC (v) also reserves the right to take action for failure on the part of the contractor to abide/adhere to the Security instruction issued by DAE/ BARC(V) from time to time.
28. **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(V)'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(V)'s name for any publicity purpose through any public media like Press, Radio, TV or Internet without the prior written approval of BARC(V).
- Work shall be executed according to General Conditions of Contract, Special Instructions to tenderers, Specifications, Drawings, and Schedule of Quantities etc. of BARC(V).
29. **Specialized hospital during emergency:** In case of any severe injury to contractor's workmen including staff at site of work i.e., Traumatic Amputation of Appendage or snake bite, Head Injury, Spinal Injury to Thoracic & Abdomen, patient shall be directly taken to specialty hospital by the contractor only.
30. **List of Mandatory documents to be scanned from original and uploaded within the period of bid submission by bidder:**
- i. Copy of Earnest Money Deposit (EMD)
 - ii. Copy of firm's registration certificate

- iii. Copy of GST (Goods and Services Tax) Registration certificates
 - iv. Copy PAN (Permanent Account Number) card
 - v. Tender Acceptance Letter (Enclosed along with this NIT) as shown in Appendix-A
31. **Final decision making authority.**
BARC(V) 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.

32. **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>.

33. **ASSISTANCE TO BIDDERS**

- i. Any queries relating to the tender document and the terms and conditions contained therein may be clarified from BARC (V) officials telephonically on (0891) 2831146/47/49
- 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

Superintending Engineer (C&M)

BARC, Visakhapatnam

For and on behalf of The President of India

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

Date:

To,

The Tender Inviting Authority,

BARC (V),

Visakhapatnam.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: BARC (V)/ Harvesting/150, Dated: 23.04.2024

Name of Tender / Work: "Biennial Contract for produce harvesting from the existing plantations at BARC main campus and Anu Vihar colony in Atchutapuram, Visakhapatnam, A.P."

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) available at BARC website <http://barc.gov.in/tenders/> under Other Information section etc.), which will form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality /entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including actions taken by Department.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

BID SECURITY (BANK GUARANTEE)

(on Non-judicial stamp paper of value ` 100/-)

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, BARC , Visakhapatnam 531 011 for the sum of ` _____ (1) for which payment will and truly be made to be said BARC, Visakhapatnam, the Bank binds itself, his successors and assigns by these presents.

SEALED with the common seal of the said Bank this _____ day of 20 _____ .

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 BARC

OR

(2) If the Bidder having been notified of the acceptance of his Bid by BARC during the period of bid validity

(a) Fails or refuses 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 written demand, without BARC, Visakhapatnam having to substantiate their demand, provided that in their demand BARC will note that 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 up to and including the date _____ (2). This date may be extended by Chief Engineer, BARC, 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 Bidder 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.
2. 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.