



Government of India
Department of Atomic Energy
Board of Radiation and Isotope Technology
Engineering and Sealed Sources Application Group
ISOMED

Notice Inviting e-Tender

Tender Notice No.- BRIT/ESSA/UISOMED/04 dated 18.01.2022

1. Online e-tender in two parts i.e. Part A – Techno-commercial bid and Part B – Financial Bid are hereby invited through e-Tendering **on behalf of the President of India** by the **Chief Executive, BRIT, Vashi Complex, Opposite APMC Fruit Market, Sector-20, Vashi, Navi Mumbai -400 703** from contractors on the approved list of Central /State PWD, MSEB, Railways, Public Sector companies for the following works.

Name of Work	Engineering, Procurement, Construction and Commissioning for up-gradation of ISOMED facility BRIT-DAE located at ISOMED/BRIT, BARC South Site Gate, Trombay, Mumbai-400 085
Estimated Cost	₹680 Lakh Only (Rupees Six Hundred Eighty Lakh only).
Earnest Money Deposit (EMD)	Rs.13,60,000.00 (Rupees Thirteen Lakh and Sixty Thousand Only)
Security Deposit	Security Deposit@2.5% of Tender Value, will be recovered from the RA Bills of the technically suitable lowest bidder
Performance Bank Guarantee (PBG)	PBG@3% of Tender Value will have to be submitted by the technically suitable lowest bidder
Cost of Tender Document	NIL
Tender Processing Fee	₹ 5,900.00 (Non-refundable) (Rupees Five Thousand Nine Hundred only) e-payment through electronic mode in favour of M/s- ITI Limited, New Delhi.
Period of completion	18 Months

<p>Dates from which tender documents available for download on website (pdf formats)</p>	<p>From 18/01/2022 (11:00 Hrs.) to 02/02/2022 (23:59Hrs.) on website www.tenderwizard.com/DAE. Detailed NIT is also available on BRIT/DAE website www.britatom.gov.in/tender for view only.</p>
<p>Pre-bid clarification/Meeting</p>	<p>The contractors are requested to send their Pre-bid queries by email not later than 05/02/2022. Pre bid meeting on 08/02/2022 at 11.00 Hrs at ISOMED facility, BARC south Site, Trombay Mumbai 400085 For pre bid meeting send your request on amits@britatom.gov.in in advance. Pre bid clarification queries will be responded via email to prospective bidders within 12.02.2022.</p>
<p>Last date and time of closing of online submission of tenders</p>	<p>07/03/2022 up to 23:59 Hrs.</p>
<p>Last date for submission of original documents towards receipt of e- payment towards Tender Processing Fee & EMD (Earnest Money Deposit)</p>	<p>On or before 10/03/2022 17:00 Hrs. to the office of the <i>Deputy General Manager, ISOMED, BARC South Site Gate, Near TATA Power, Chembur - Mahul Road, Mumbai-74</i> in a sealed superscripted envelope mentioning Name of work and e NIT Number. Original documents should be submitted preferably in person. However, documents sent by registered post or courier will also be considered provided the same is received within due date and time. Note: The scanned copy of the receipt shall be upload during tender submission or email to the DGM, ISOMED-ESSA, BRIT.</p>
<p>Date and time of online opening of Part-“A” - Techno-commercial bid</p>	<p>11/03/2022 10:30 Hrs.</p>
<p>Date of opening of Part B of qualified bidders i.e. bidders whose Part -A Bid has been accepted</p>	<p>Shall be intimated Later</p>

General Information, Eligibility Criteria, Evaluation Criteria, Terms & Conditions and Instructions: -

General Information:

1. Tender document is prepared in two parts viz.
Part 'A' (Techno-commercial Bid)
and Part 'B' (Financial Bid).
- Part 'A' (Techno-commercial Bid) and Part B (Financial Bid) will be prepared resorting to the following sets of documents in *downloadable format* from DAE e Tender Wizard:

Description
<ul style="list-style-type: none">• e Notice Inviting Tender (e-NIT) consisting all the information pertaining to date/time of online publication of tender, online submission, Eligibility criteria for Bidder, Terms & Conditions of the Contract, Special Conditions of contract, Format of Certificate from a Scheduled Bank, Undertaking, Form of Performance Guarantee (Bank Guarantee) Bond, Checklist for the Bidder,• Detailed scope of work, Technical Specifications, Quality Assurance Plan and Plant commissioning criteria• List of Tender Drawings (Note: - Tender drawings will be provided separately to all the prospective bidders in electronics form)• Techno- Commercial Bid Template (downloadable)• Schedule of Materials to be supplied by the purchaser (Schedule-A). <p>Financial Bid: Schedule of Quantity and Cost (Template for the ONLINE Fillings of Tender Rates/Total cost for the execution of the contract)</p> <ul style="list-style-type: none">• Template for Buy Back
Note: - Download of Tender Documents on DAE e Tender Wizard website (in pdf formats) : From 18/01/2022 (11:00 Hrs.) to 02/02/2022 (23:59Hrs.)
Note: - Last date and time of closing of online submission of tenders by the bidders 07/03/2022 up to 23:59 Hrs.
DAE e Tender Wizard website Link: www.tenderwizard.com/DAE .

Prospective Bidders or general public can see and download free of cost PDF format of the above documents from website www.tenderwizard.com/DAE → TENDERS OF DAE → Board of Radiation and Isotope Technology. Detailed NIT is also available on website www.britatom.gov.in/tender for view only.

To participate in the tender, Prospective Bidders are required to download the excel format of Part A – Documents related to eligibility criteria containing Techno-commercial Sheet, List of similar works completed and List of works in Hand, Schedule-A etc. and Part B – Financial Bid containing Schedule -B after Login in the Home page of the website www.tenderwizard.com/DAE with their User ID / Password & Class-III Digital Signature Certificate. **Steps to download EXCEL documents are following:**

Steps	Procedures
i.	Click on “UNAPPLIED” button;
ii.	Click on “REQUEST” icon (blue colour),
iii.	Pay TENDER PROCESSING FEE online.
iv.	Click on “SUBMIT” button.
v.	Click on “IN PROGRESS” button.
vi.	In status column bidder will find the tender is RECEIVED.
vii.	Bidder will be able to download required Tender Documents by clicking “EDIT ATTACHMENT” icon for any number of times till last date of submission.

Note: -Prospective bidders have to fill the excel documents and upload the same without renaming it along with all the supporting documents, EMD etc. as mentioned in our e NIT/Technical Bid. Please refer Help Manual for submission of Tender / contact Help Desk as per e-NIT.

Initial Eligibility Criteria:

2. The bidder should have the following:

- a) Proof of registration with government/semi government organizations like CPWD, Railways, state PWDs, etc. in appropriate class OR having experience in execution of similar nature work (refer pt. no. 3(i) for definition of similar work).
- b) **Annual turnover as per ITCC or profit & loss statement:** Annual turnover as per ITCC or profit & loss statement of last Five 5 years. Not having incurred loss in more than 2 years during the last 5 years ending 31st, March 2021. This should be duly certified and audited by registered Chartered Accountant. Turnover shall not be less than ₹ 680 Lakh (***Rupees Six Hundred Eighty Lakh only***).

Copies of Income Tax returns filed for preceding Five (5) financial years ending 31st March-2021 to be provided/submitted.

- c) **Value of Similar Work Completed:** The bidder should have satisfactorily completed (based on certification of performance by client of the works) of the following similar work during last Seven (07) years till ending year 31 March 2021 with value such as: -

- i) 3 (Three) similar completed work each costing not less than the amount equal to 40% of estimated cost i.e. ₹ 272 Lakh

OR

- ii) 2 (Two) similar completed work each costing not less than the amount equal to 60% of estimated cost i.e. ₹ 408 Lakh

OR

- iii) 1 (One) similar completed work costing not less than the amount equal to 80% of estimated cost i.e. ₹ 544 Lakh

Note: - The value of executed works shall be brought to 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 receipt, applicable for tender.

- d) **Definition of similar work:** - Similar works means

"Engineering, Procurement, Construction and Commissioning involving Integrated Functioning of Mechanical/Hydraulic and PLC-SCADA based Electrical control system typical to Large Scale Industrial Radiation Processing Facilities/Radiation Facilities" under Regulatory frame work.
Radiation Facility implies: as described in AERB Standard Code: - AERB/RF/SM/G-3
Radiation Processing Facility implies: as described in AERB Standard Code: AERB/RF-RPF/SC-1 (Rev.-1)

- e) **Latest Bank solvency certificate:** Latest Bank Solvency Certificate (not older than 31st March 2021) from any scheduled banks of minimum value ₹ 272 lakh (Rupees Two Hundred Seventy Two Lakh Only) (i.e. not less than 40% of estimated cost),
- f) **List of similar work in hand & work carried out:** List of similar work in hand & work carried out by the contractor for last Seven (07) years indicating Agency for whom executed, Value of work and completion time as stipulated and actual, or present position of the work, legal issues if any etc. in the following format:

Sr. No.	Agency for whom executed	Value of Work	Completion time		present position of the work	Legal Issue, If any
			as Stipulated	Actual completion		
1						
2						
.						
.						

- g) **List of infrastructure facilities, Machinery & Tools & Equipment & Safety Gadget to execute the work:**

List of infrastructure facilities possessed by the agency to complete the work in time.

Bidder should have adequate machinery, tools, equipment with them to complete the work.

List of machinery, tools, equipment to be attached.

- h) **Provisional list of technical and administrative staffs:** Provisional list of technical and administrative staffs available with Police verification data they possess.
- i) **Registration certificate:** The bidder should have valid PAN (Permanent Account Number), Certificate of Registration for GST (Goods & Service Tax.) etc.
- j) **Completion Certificate:** Completion Certificate for proof of value of work executed for various clients to be attached.
- k) **Declaration:** Contractor shall furnish declaration that he has not been debarred from tendering by any Authority /Agency.
- l) **Experience:** Experience of having successfully and satisfactorily completed similar works in all respect (based on certification of performance as main contractor by client of the works) during last Seven (07) years ending last day of the month previous to the one in which application are invited. The works completed up to the previous day of the last date of submission of tender shall also be considered.
- m) **Indian Firm:** Bidder should be a registered firm of India.
- n) **Pre-Qualification of JV (Joint Ventures):**

JV members are “jointly and severally responsible and liable” in a contract. For pre-qualification, the JV should fulfil the criteria specified in the pre-qualification document. The attributes to be evaluated will be the same as for individual contractors; however, certain parameters up to the specified limits have to be essentially met by them collectively, some by the lead partner, and some by the other partner, as briefly described below:

1. Qualifying factors to be met collectively: (i) annual turnover from construction; (ii) particular construction experience and key production rates; (iii) construction cash flow for the subject contract; (iv) personnel capabilities; and (v) equipment capabilities;
2. Qualifying factors for lead partner: (i) Annual Turnover from Construction; (ii) particular construction experience; (iii) financial capability to meet cash flow requirement of subject contract –not less than of 50 (fifty) per cent of the respective limits prescribed in case of individual contractors may be accepted; (iv) adequate sources to meet financial commitments on other contracts; (v) financial soundness;
3. Qualifying factors for other partner: Same as for lead partner except that for the factors specified in (2) (iii) above, a lower limit of 25 (twenty-five) per cent may be accepted instead of 50 (fifty) per cent.

- o) **Performance Bank Guarantee “PBG”:**

In case of successful Bidder, the Bidder shall deposit an amount equal to 3% (three

percent) of the work order value as performance bank guarantee in one of the following forms within a period of 15 days from the date of issue of letter of intent:

- ❖ Demand Draft / Bankers Cheque in favour of Pay & Accounts Officer, BRIT

OR

- ❖ Fixed Deposit Receipt (FDR) of State Bank of India/Scheduled Bank.

Note: -

- ❖ The FDR/BG shall be valid for the period of completion of contract plus a further claim period of two months beyond the date of completion of the contract period.
 - ❖ The work order will be issued only after the said performance guarantee in any one of the prescribed forms is received and accepted, failing which the Purchaser shall without prejudice to any other right or remedy available in law, be at liberty to proceed as per the EMD submitted by the bidder.
- p) Tender shall be deemed to have been submitted after careful study and examination of the tender document with full understanding of its implications.

Evaluation Criteria:

3. Part A i.e. Techno Commercial Cum Pre-Qualification Bids shall be opened on the stipulated date and time indicated. On opening date, the bidders can login and see the status of Bids after opening. Only those bidders who satisfy eligibility criteria shall be Evaluated.

After opening of Part “A” of tender, the bidders who are meeting the eligibility criteria will only be considered for further evaluation.

4. **Acceptance/Disqualification of Bids:**

The department however reserves the right to verify the particulars furnished by the bidder independently and reject any bid without assigning any reason and to restrict the list of pre-qualified contractors to any number deemed suitable in case too many bids are received satisfying the basic Pre-Qualification criteria. Even though a bidder may satisfy the above requirements, the bidder may be liable to disqualification if the bidder has:

- (a) Made misleading or false representation or deliberately suppressed the information or not submitted sufficient information in the forms, statements and enclosures required in the pre-qualification document
- (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures /weaknesses etc.
- (c) Incomplete Tenders and Tenders without the EMD / prescribed documents will be summarily rejected.
- (d) On account of currency of debarment by any Government agency.

Note: - Chief Executive, BRIT on behalf of the President of India does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all of the tenders without citing any reasons. Tenders, in which any of the prescribed conditions is not fulfilled or any condition

including that of conditional rebate is put forth by the Bidder, shall be summarily rejected.

Competent Authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the Tender and the Bidder shall be bound to perform the same at the rates quoted.

5. Financial information:

Bidder should furnish the following financial information:

1.	Annual Financial Statement for the Last Five (05) Years
2.	Solvency Certificate from Bankers in the prescribed form not older than 31 st March-2021

6. Organization information:

Bidder is required to submit information in respect of his organization.

- (a) Name & Postal Address, including Telephone, Fax Number, E-mail address, etc.
- (b) Copies of original documents defining the legal status, place of Registration and principal places of business.
- (c) Names & addresses of the Directors and Officers to be concerned with the work, with designation of individuals authorized to act for the organization
- (d) Information on any litigation in which the bidder was involved during the last five years, including any current litigation.
- (e) Authorization for employer to seek detailed references.
- (f) Number of Technical & Administrative Employees in parent company, subsidiary company and how these would be involved in this work

7. Placement of Work order:

Financial Bid shall be evaluated and approved by the competent authority before placement of work order to the successful bidder.

Terms & Conditions of the Contract: -

8. As per the security procedure in force in *Board of Radiation and Isotope Technology (BRIT)/BARC/DAE*, the successful bidder shall be vetted by the Security Section of BRIT/BARC/DAE before award of the work.
9. In case of any terms & conditions not specifically mentioned/elaborated herewith, terms & conditions / guidelines as mentioned in
 - **Manual for Procurement of Works 2019, Ministry of Finance, Dept. of expenditure, Govt. of India**
 - and
 - **Manual for procurement of Goods 2017, Ministry of Finance, Dept. of expenditure, Govt. of India**

(Note: - The above two Manual could be downloaded from the Ministry of Finance, Dept. Of Expenditure, Govt. of India website /Link: -

- + <https://doe.gov.in/manuals/manual-procurement-works-2019>
 - and
 - + <https://doe.gov.in/manuals/manual-procurement-goods-2017>
- respectively).

10. No modifications in the tender shall be allowed after opening of Part- 'A'.
11. Tenders with any condition including conditional rebate shall be rejected. However, tenders with unconditional rebate will be accepted.
12. If any information furnished by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering / taking up works in BRIT in future forever. Also, if such a violation comes to the notice of Department before start of work, the DGM, ISOMED, BRIT; GM, ESSA/BRIT; Chief Executive, BRIT shall be free to forfeit the entire amount of Performance Bond Bank Guarantee.
13. The time allowed for carrying out the work will be reckoned from the 5th day from the date of written order to commence the work.
14. The tender for works shall remain open for acceptance for a period of Ninety (90) Days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes 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 other right or remedy be at liberty to forfeit the said earnest money absolutely.
15. In case the last date of receipt of original document towards Tender Processing Fee & EMD and opening of tender are declared as holiday, the respective date shall be treated as postponed to the next working day, correspondingly.
16. 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% (Two-point five Percent) of the tendered value of work. In addition, the contractor shall be required to deposit an amount equal to 3% of the tendered value of the contract as performance bank guarantee (PBG). Time allowed for submission of Performance Guarantee shall be 15 days from the date of issue of letter of intent.

This period can be further extended at the written request of the contractor by Competent Authority for a maximum period ranging from 1 to 15 days with late fee @0.1% per day of Performance Guarantee amount. Performance bank guarantee (PBG) of 3% can also be accepted in the form of Bank guarantees (in case Performance Security exceeds R 1.00 lac), fixed deposit receipts of Scheduled Banks or in the form of Government Securities.

17. Submission of Tender:

- a) The tender should be submitted in ONLINE MODE only.
- b) Tender shall be deemed to have been submitted after careful study and examination of the tender document with full understanding of the scope of work.

- c) Submission of a tender by a Bidder implies that he has read and understood this e notice inviting tender notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done.
- d) The e- Notice Inviting Tender shall form a part of the contract document.
- e) The Bidder should carefully read each page of the tender document before submitting his bid. Letter of transmittal duly signed by the Bidder should be submitted in the original letter head of the Bidder with the official seal.
- If the Bidder is an individual, the tender shall be signed by him above his full name, current and permanent address.
 - If the Bidder is proprietary firm, the tender shall be signed by the proprietor above his full name and the full name of his firm with its current and permanent address.
 - If the Bidder is a firm in partnership, the tender shall be signed by all the partners of the firm above their full names and current and permanent address, or, alternatively, by a partner holding Power of Attorney authorizing him to do so and such power of Attorney/ required documents shall disclose that the firm is duly registered under the Indian Partnership Act.
 - In the latter case a certified copy of the Power of Attorney should accompany the tender. In both cases a certified copy of the Partnership Deed and current and permanent addresses of all the partners of the firm should accompany the tender.
 - If the Bidder is a limited company or a corporation, the tender shall be signed by a duly authorized person holding Power of Attorney for signing the tender accompanied by a copy of the Power of attorney
- f) All information called for should be furnished against the relevant columns in financial bid. 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 furnishing incomplete information in the tender forms or deliberately suppressing the information may result in the tender being summarily disqualified.

18. Security Deposit: Contractor, on receipt of the work order, may submit the total Security Deposit in the form of demand draft drawn in favour of Pay & Accounts Officer, BRIT or will be collected by deductions from the running accounts (RA) bills of the contractor at the rates (2.5%).

19. Earnest Money Deposit ‘EMD’: The contractor is required to submit a value of Rs.13,60,000.00 (Rupees Thirteen Lakh and Sixty Thousand Only) towards EMD (Earnest Money Deposit).

To be submitted in the form of Fixed Deposit Receipt (FDR)/Deposit at Call Receipt/Bankers' Check/Demand Draft issued by a Scheduled Bank in favour of "Pay and Accounts Officer, BRIT" payable at Mumbai.

- 20.** Receipt of e-payment done through electronic mode towards Tender Processing Fee along with EMD (Earnest Money Deposit) shall be submitted at the place (mentioned below) and prior to the Final submission date and time otherwise Tenders are liable to be rejected and will not be processed further.

**Office of the Deputy General Manager, ISOMED/ESSA, BRIT,
BARC South Site Gate, Chembur-Mahul Road, Near Tata Power,
Mumbai-400 074**

- 21.** If the successful tenderer, fails to furnish the prescribed performance guarantee on or before stipulated dates of commencement, department (BRIT) shall without prejudice to any other right or remedy, be at liberty to suspend the bidder for one year from the date issue of suspension order.
- 22.** The acceptance of tender will rest with the DGM, ISOMED, BRIT / GM, ESSA, BRIT/Chief Executive, Board of Radiation & Isotope Technology (BRIT), who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject any or all the tenders received, without assignment of 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.
- 23. Canvassing:**
- Canvassing in connection with tenders is strictly prohibited.
 - The tenders submitted by the contractors who resort to canvassing will be liable for rejection.
 - Any act on the part of the Bidder to influence any person in the Department is liable for rejection of his Tender.
- 24.** All rates shall be quoted on the proper form of the tender alone.
- 25.** An item rate tender containing percentage below/above will summarily be rejected. However, where a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
- 26.** On acceptance of tender, the name of the accredited representative(s) of the contractor, who would be responsible for taking instructions from DGM, ISOMED, BRIT; GM, ESSA; Chief Executive, BRIT, shall be communicated to DGM, ISOMED; GM, ESSA; Chief Executive, BRIT.
- 27.** Special care should be taken to write the rates in figures as well as in words, and the amounts in figures only, in such a way that interpretation is not possible. The total amount should be written both in figures and in words. In case of figures, the work "Rs" should be written before the figure of Rupees and words "P" after the decimal figure. e. g. Rs. 1.15 paise and in case of words, the word "Rupees" should be preceded 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 rates in schedule of quantities, the word 'only', should be written closely following the amount and it should not be written in the next line.

28. Taxes on material or service in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in this respect.

29. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all components/parts.

30. To technically evaluate the tenders by the DGM, ISOMED, BRIT, contractor shall provide all relevant documents as mentioned in e NIT.

31. The Successful bidder whose tender is accepted will be required to obtain Police Verification Certificate (PVC) issued by Special Branch of Police at his own cost for all his workmen i.e. Supervisors & Worker's to work in BRIT/BARC Premises & should quote accordingly.

32. Rates and Charges:

- a) The rates quoted in the Financial Bid shall be all inclusive. No additional incidental charges/installation and handling charges would be considered separately and no revision of rates will be permitted after submission of Bid.
- b) Rates should be indicated both in words and in figures. Where there is a discrepancy between the rates in figures and in words, the amount written in words will govern.
- c) The rates shall remain firm throughout the currency of the contract.
- d) No advance payments or deposits shall be payable by the Purchaser in respect of the contract.

33. Taxes and Levies: All taxes and levies / time to time revision there on shall be payable as per prevailing government norms solely by the contractor.

34. Terms of Payment:

- a) The payment shall be made in stages depending upon the completion of the work modules as elaborated in the Schedule of Quantity and Cost – Schedule B in the Part -B, Financial Bid of the Tender

Stage	Work Module	Stage wise Payment to be released	Remarks
I	Satisfactory completion and acceptance by the purchaser of work modules 1,2 and 4	15% V	V = (All-inclusive work order value – All inclusive cost awarded for 2 years AMC) Note: AMC Charges shall be reimbursed only upon successful completion of respective AMC period
II	Satisfactory completion and acceptance by the purchaser of work modules 3,5 and 6	15% V	
III	Satisfactory completion and acceptance by the	15% V	

	purchaser of work modules 7,8,9 and 10		
IV	Satisfactory completion and acceptance by the purchaser of work modules 11,12,13,14 and 15	15% V	
V	Satisfactory completion and acceptance by the purchaser of work modules 16	15% V	
VI	Integrated Functional Testing /Plant Commissioning / regulatory approval	25% V	

- b) The Contractor will raise GST invoice along with BRIT GST Number clearly written on it and submit the same to the Engineer-In-Charge, ISOMED for payment as per terms and condition of the payment.
- c) The contractor will indicate the Work Order No., Title of Work, PAN No., GST No. in the invoice and submit the same duly signed & stamped. The contractor will also furnish all the requisite details required by BRIT to facilitate regularization of the invoice digitally. Inter alia, the invoice should also accompany a declaration from the contractor regarding satisfactory settlement of all pending monetary / statutory dues if any that might hamper the smooth execution of the contract. The payment for each invoice would be settled within 60 days after submission.
- d) Income Tax as applicable will be deducted from the bill. No advance payment shall be paid to the Contractor under any circumstances during the tenure of this contract.
- e) In case of any disputes; BRIT reserves the sole right to decide the rate of payment to the party.

35. Cost of Bids:

The Bidder shall bear all costs associated with the preparation and submission of the Bid and BRIT will not be responsible or liable in any way for the same regardless of the outcome of the Tender process.

36. Amendment to Tender Document:

- a) At any time prior to the last date for receipt of Bids, BRIT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment.
- b) The amendment will be notified in writing on DAE e Tender Wizard portal or by email/fax to all prospective Bidders who have received the Tender Document and will be binding on them.
- c) In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, BRIT may, at its discretion, extend the last date for receipt of Bids.

37. Clarification of Bid:

When deemed necessary, BRIT may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Tender submitted or price quoted.

38. Penalty:

The Bidder will be required to strictly adhere to the terms and conditions of the contract and provide the quality service. If services are not found within the Scope of Work/Scope of Services of the tender, suitable penalty will be imposed.

- a) In case of non-execution of work/under performance/withdrawal of service without giving a notice period of three months in advance, loss caused to the Department will be recovered from the Security Deposit and/or Performance Guarantee of the Contractor and the defaulter Contractor will be black listed for a period which competent authority may deem fit and his Earnest Money Deposit/Security Deposit /Performance Bank Guarantee shall also be forfeited.
- b) Purchaser's Competent Authority's decision in this regard will be final and binding on the Contractor.
- c) Following penalty would be imposed due to delays in the delivery of the consignments ushering into potential damages to the products (considering the time sensitive radiological consignments)
- d) LD (Liquidated Damages) charges as per govt. prevailing rules will be levied and binding to the contractor as per rules of the department.

39. Scrutiny of Bids:

Bids will be scrutinized to ascertain –

- a) Whether the Bid is complete in all respect and meets the eligibility criteria.
- b) That the bid has been properly signed by an Authorized Signatory (accredited representative) holding 'Power of Attorney' in his favour.
- c) The Power of Attorney inter-alia includes a provision to bind the Bidder to settlement of disputed clause.
- d) That the bid is conforming to all the terms, conditions and specification of the Tender Document, without affecting in any substantial way the scope, quality or performance of the works.

Note: Power of Attorney duly attested by the Notary Public in the case of the official of the Company signing the Tender if the Bidder is a Private or Public Limited Company.

40. SPECIAL CONDITIONS OF CONTRACT

- The Contractor shall be solely responsible for any injury to or death of any third person caused due to Contractor or its staff's negligence during the currency of the contract while executing the scope of work. All liabilities arising out of accident or death shall be borne by the Contractor.
- The Contractor shall ensure that the personnel deployed by him have high professional integrity, are extremely courteous with very pleasant mannerism and should project an image of utmost discipline.

- The Contractor or his staff shall not accept any gratitude or reward in any shape from any employee of the Purchaser.
- The integrity of the personnel engaged by the Contractor should be beyond doubt. The Contractor shall verify and establish the character and antecedents of the personnel proposed to be deployed on duty from local police authority and the updated records would be maintained during the currency of the contract.
- The Contractor shall abide by and comply with all the relevant labour laws and statutory requirements and responsible to provide all the benefits to his staff there under.
- The Contractor shall not employ any person below the age of 18 years. Only physically and medically fit personnel shall be deployed by the Contractor.
- The remuneration including all statutory levies etc. of any personnel employed for the purpose shall be borne by the Contractor. Default in payment of salary/wages or other dues to staff deployed shall constitute a breach of the Contract and shall entitle the Department to terminate the Contract and forfeit security deposit.
- If as a result of post payment audit or otherwise any overpayment is detected in respect of any work done by the Contractor or alleged to have been done by the Contractor under the Contract, it shall be recovered by the Purchaser from the Contractor.
- The Contractor shall not Sub-Contract full or part of the work order without written consent of Chief Executive, BRIT.
- In the event of any loss incurred by the Department, as a result of any lapse on the part of the Contractor which will be established after an enquiry conducted by the Department, the said loss can be claimed from the Contractor up to the value of the loss. The decision of the Head of the Department will be final and binding on the Contractor.
- The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.
- The Contractor shall submit copies of acknowledgements evidencing filing of returns and shall keep the Department fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.
- Any liability arising out of any litigation (including those in consumer courts) due to any act of Contractor's personnel shall be directly borne by the Contractor including all expenses/fines. The concerned personnel of the Contractor shall attend the court as and when required.

41. 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 BRIT's name without permission for publicity purposes. The contractor or Sub-contractor, consultant, adviser or the employee engaged by the contractor shall not use BRIT's name for any publicity purpose through any public media like Press, Radio, TV or Internet without the prior written approval of BRIT.

42. In case of receipt of any adverse charter and antecedent remarks /notification against the Contractor/ Company / Firm/ Proprietor and / or his Contract personnel, Consequent to the security vetting, BRIT 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 BRIT. BRIT 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 / BRIT from time to time.
43. Work shall be executed according to General Conditions of Contract, Special Instructions to tenderers, Specifications, Drawings, Schedule of Quantities etc. of BRIT.

Instructions: -

44. The contractor should be registered with www.tenderwizard.com/DAE. Those contractors not registered on the website mentioned above, are required to get registered. If needed, they can be imparted training for online bidding process as per details available on the website.
45. The intending bidder must have valid class-III digital signature for Request for purchase / Download of Tender Document (excel / word formats).
46. Tenders will be received online up to time & date as mentioned above. Part A will be opened on the time & date as mentioned above. The receipt of Tender Processing Fee and EMD (Earnest Money Deposit) will be checked first. If found in order, Part A will be opened. After opening of Part-A, for evaluation, the contractor's ongoing / completed work sites & offices will be visited and their Techno-commercial Bid related documents shall be evaluated and accordingly tenderers will be qualified/disqualified by the Competent Authority. The Part 'B' (Financial Bid) of the qualified tenderers shall then be opened at notified date and time.
47. On opening date, the contractor can login and see the status of Bids after opening.
48. **List of mandatory Documents** to be scanned from original & uploaded within the period of bid submission by the bidder:
- i. Financial Turn Over certified by CA.
 - ii. Profit & Loss statement certified by CA.
 - iii. Latest Bank Solvency Certificate.
 - iv. List of Construction Plants and Machinery, Infrastructure
 - v. List of Technical, Administrative Staff
 - vi. Certificates:

1. Registration certificate, if any
2. Certificates of Work Experience / Performance Certificates
3. Certificate of Registration for GST.
4. TIN Registration Certificate
5. PAN (Permanent Account Number) Registration

vii. EMD (Earnest Money Deposit) as prescribed

49. Jurisdiction: In case of any dispute arising on the above Contract, the Courts in Mumbai will have the sole jurisdiction to hear the case.

50. Force Majeure:

If any time, during the currency of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance under the contract. The performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BRIT as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his opinion terminate the contract.

51. Contract Agreement:

The successful Bidder shall have to enter into a Contract Agreement within 20 days from issue of Work Order in the format prescribed by BRIT. The contract agreement would be essentially containing all the terms and conditions, detailed scope of work etc. and in no case would have deviations from the conditions already laid down in the tender documents. Tender document and Tender submitted as accepted by the Government and the contract agreement so signed shall be deemed to be a single composite agreement/contract and are not severable.

52. Indemnification of Government:

- a) The Contractor shall be bound to bear all the judicial expenses of arising out due to any complaint the person put forth due to injury sustained owing to any neglect or resistance while executing the work under the terms and conditions of this contract. The Contractor will also have to pay any damages and costs which may be paid to compromise any claim by any persons.
- b) The Contractor shall indemnify and keep indemnified, the Purchaser against all losses and claims for injuries or damages to any persons or any property whatsoever which may arise out of or in consequence of the tender and it shall be the Contractor's responsibility to make necessary arrangements in this respect at his own cost.

53. Confidentiality:

The Contractor shall ensure at all times that, without the consent of BRIT in writing, not to divulge or make known any trust, accounts matter or transaction undertaken or handled by the BRIT and also shall not disclose any information about the affairs of BRIT/Department. This clause however does not apply to the information, which becomes public knowledge.

54. Corrupt Practices:

During the currency of the Contract, if any of Contractor's personnel or the Contractor himself are found to be indulging in any corrupt practices causing any loss of revenue to the Department, the Department shall be entitled to terminate the Contract forthwith duly forfeiting the Contractor's Performance Guarantee and Security Deposit without prejudice to any other right or remedy that the Department may have against the Contractor. No disclosing of information to any third party on matters concerning this contract.

55. Non-Performance of Contract:

In case of termination of the Contract by the Purchaser due to continued non-performance of the contract, the entire Performance Guarantee as well as the pending dues will be forfeited.

56. Period of Contract:

Period of Contract for the completion of the work as detailed out in the scope of work, tender documents, e NIT is **18 Calendar months from the date of issue of the work order.**

57. Buy Back: A consolidated all-inclusive buyback offer will also be *quoted separately by the bidder in the financial bid* towards all the components which have been replaced during the execution of the EPCC Contract.

58. Make-In-India: The Bidders should ensure at least 20% of the whole supply materials is manufactured in India under the aegis of *Make-In-India scheme* of Govt. Of India. Non-compliance of this clause shall reject the offer.

59. The Bidder is required to fill the following:

- a) Part - A (Techno-commercial Bid cum Pre-qualification Bid)
- b) Part - B Price Schedule (Financial Bid)

Notes:

- i. Registered contractors can only purchase/download & submit/upload tenders after paying requisite fees.
- ii. Interested agencies may visit website www.tenderwizard.com/DAE for registration.
- iii. Contact for assistance for registration and participation in e-Tendering:
 - ❖ Shri Rudresh: +91 99693 95522
or
on his Email: rudresh.ks@etenderwizard.com;
 - ❖ Shri Mrutyunjay: +91 9969313423
or
on his Email: mrutvuntaya.m@etenderwizard.com
 - ❖ Tender Wizard Helpdesk— +91 80 40487000 (9am to 6pm — Monday to Saturday)
 - ❖ Tender Wizard HeIpdesk — [022 25487363](tel:02225487363) (10am to 6pm — Monday to Friday)
 - ❖ Visit www.tenderwizard.com/DAE>Contact US page or Contact

❖ Details Link:

<https://www.tenderwizard.com/ROOTAPP/Mobility/index.html?dc=encGSn9VSKFNMzvjv.NqUO3xgA=—#/contactUs>

- iv. Contact for assistance/ clarifications with ISOMED /BRIT Dept. official Telephone No. (022)2559 5684/ 2559 4772/2559 4783. Bidders who are having pre-bid clarification /site visit shall email to following email ids with details of Visitor name and his/her ID details (Government issued ID like Aadhaar Card/PAN Card/Passport/Voter ID Card/Driving License, visitor has to carry original ID while visiting BRIT), address of firm.
- v. Email Id for sending request for Site visit/clarifications/Pre-bid Meeting To:-

- ❖ Shri Amit Shrivastava, DGM, ISOMED
Email: amits@britatom.gov.in

Deputy General Manager
ISOMED/BRIT

CHECKLIST FOR THE BIDDER
(Please put 'X' in the box provided)

Sr. No.	Particular of Documents	Checked (Please put 'X' mark)
1.	Copy of Certificate of Registration	
2.	Copy of PAN / GIR Card	
3.	Copy of GST Registration Certificate	
4.	Copy of Power of Attorney enclosed	
5.	Tender document duly signed on each page	
6.	Document showing experience of having successfully completed similar contracts during last seven (07) years up to the date of this Contract	
7.	Satisfactory Work Completion certificates	
8.	Copies of Income Tax returns filed for preceding Five (5) financial years ending 31 March-2021	
9.	Copies of Annual Financial Turnover of the firm certified by CA during the preceding Five (5) financial years ending 31 March-2021	
10.	Copies of Profit & Loss Statement of the firm certified by CA during the preceding Five (5) financial years ending 31 March-2021	
11.	Bank Solvency Certificate from the Banker	
12.	Earnest Money Deposit (EMD)	

DECLARATION

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/-non-judicial Stamp Paper by the Tenderer)

I/We _____(Tenderer) hereby declare that the firm/agency namely M/s. _____ has not been blacklisted or debarred in the past by Union/State Government or organization from taking part in Government tenders in India.

OR

I/We _____ (Tenderer) hereby declare that the firm/agency namely M/s. _____ was blacklisted or debarred by Union/State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/contract will be rejected/cancelled by the Institute and EMD/performance security shall be forfeited. In addition to the above, Institute will not be responsible to pay the bills for any completed/partially completed work.

DEPONENT
Attested:
(Public Notary/Executive Magistrate)

Name

Complete Address of the Firm:

FORM OF PERFORMANCE GUARANTEE (BANK GUARANTEE) BOND

1. In consideration of the President of India (hereinafter called "The Government") having agreed under the terms and conditions of Letter of Intent / Agreement Nodated.....made between.....and (hereinafter called as said Contractor) for the work (Hereafter called "the said Letter of Intent / Agreement") having agreed to production of an irrevocable bank Guarantee for Rs. (Rupees only), as a security / guarantee from the contractor (s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
2. We (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... only) on demand by the Government.

We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under. this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).
3. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupeesonly).
4. We, the said bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
5. We _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Officer-in-charge on behalf of the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee.
6. We _____ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid up to (date) unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs _____ (Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Sign and seal of the Contractor

Date day of For (Indicate name of the Bank)

ISOMED, BRIT

UNDERTAKING
(To be submitted on letterhead)

BRIT/ESSA/UISOMED/

I/We have read and examined the Notice Inviting Tender, Salient Governing Features of the Tender/Work including, Scope of Work, General Rules & Directions, Clauses of Contract, Conditions of the Contract, Instructions to the Bidders and other documents and rules referred to in the Conditions of Contract and all other contents in the tender documents for the work.

We undertake to enter into agreement immediately after issue of Work Order and within 20 days from the date of issue of the work order and bear all expenses including charges for stamps etc. and agreement will be binding on us.

We agree to keep the tender open for one hundred and eighty days from the last date of its submission and not to make any modifications in its terms and conditions. A sum of Rs _____ has been deposited in the form of *Bankers Cheque/ Demand Draft / Fixed Deposit Receipt* of Scheduled Bank / Nationalized bank as earnest money. If I/We, _____ fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Further, if I/We fail to commence work as specified, I/We agree that 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, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.

Further, I/We agree that in case of forfeiture of Earnest Money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/We shall treat the tender documents, specifications and other records connected with the work as secret / confidential documents and shall not communicate information derived there - from/to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety and security of the State.

(Signature of the Contractor)

Date:

Place:

Witness

Name and address:

Occupation

FORMAT OF BANKERS' CERTIFICATION FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s. / Shri having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs.

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank (With Seal)

Note (1) Bankers certificates should be on letter head of the bank, sealed in cover addressed to tendering authority.

(2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.

LETTER OF TRANSMITTAL
(To be furnished on the Bidder's letterhead)

To

**The Administrative Officer-III
Board of Radiation & Isotope Technology
BRIT BARC Vashi Complex
Sector-20, Vashi
Navi Mumbai- 400 703**

Subject: e Notice Inviting Tender Notice No.- BRIT/ESSA/UISOMED/

Sir,

Having examined the details given in the notice and bid document for the above work, I /We hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/We submit the requisite certified solvency certificate and authorize Amit Shrivastava, DGM, BRIT or his authorized representative to approach the Bank issuing the solvency certificate to confirm the correctness thereof.
4. I/we also authorize General Manager, ESSA/BRIT and Chief Executive, BRIT or his authorized representative to approach individuals, employers, firms and corporation to verify our competence and general reputation.
5. I/We hereby declare that I/We am/are not involved in any litigation on the date of submission of the tender.

OR

The details of litigation involving me/us are furnished below:

Enclosures:
Date of submission:

Signature(s) of Bidder(s) &
Seal of Bidder(s)

SCHEDULE – A

Schedule showing the materials to be supplied to the extent available by BRIT for the work contract to be executed.

Name of work: “Engineering, Procurement, Construction and Commissioning for up-gradation of ISOMED facility BRIT-DAE site located at ISOMED/BRIT, BARC South Site Gate, Trombay, Mumbai- 400 085”

Sl. No.	Particulars	Quantity (Approx.)	Unit	Rate at which the materials will be charged to the contractor.
1.	Water	To the extent required	Ltr.	Free of cost.
2.	Electricity	To the extent required	Unit	Free of cost.

(Shri Amit Shrivastava)
Deputy General Manager, ISOMED/BRIT
Email: amits@britatom.gov.in
Tel.: -022 2559 5684/Mob.: - +91 9757454865

(Shri Ramakant Sahu)
General Manager, ESSA, BRIT

Chief Executive, BRIT
For and on behalf of The President of India