

Government of India Department of Atomic Energy Board of Radiation & Isotope Technology

BRIT/BARC Vashi Complex, Sector-20 Vashi Navi Mumbai-400703. Maharashtra Tel. No. 022 – 25595684 022-25505477

Tender No. BRIT/ESSA/ISOMED/Logistics/2023/111/

Providing IT enabled authorized logistics services on behalf of BRIT- DAE for safe, secure and timely door delivery of Radiopharmaceuticals, Radiography cameras and other BRIT products to authorised consignees on PAN India basis.

Table of Content

Sr. No.	Description	Page No.
140.	Section I Notice Inviting Tender (NIT)	rage No.
1	Notice Inviting Tender	7
2	Tender Document	7
2.1	Bidders must read the complete Tender Document	7
2.2	Availability of Tender Document	7
2.3	Clarification	7
3	Eligibility criteria to participate in this Tender	8
4	Purchase preference policies of government	10
5	Pre-Bid Conference	10
6	Submission of Bids	10
7	Bid Opening	11
8	Disclaimers and Rights of Procuring Entity	11
	Appendix to NIT: Tender Information Summary	13
	Section II: Instructions to Riddors (ITP)	18
1	Section II: Instructions to Bidders (ITB) The Tender Document	18
1.1	Basic Tender Details	18
1.1	Interpretations, Definitions, Abbreviations and Document	10
1.2	Conventions	18
1.3	Over view of contents	18
	Sections of the Tender Document (need not be signed or	
1.4	uploaded)	18
1.5	Forms (To be filled, digitally signed, and uploaded by the bidders)	21
1.6	Other formats	21
2	Procuring Entity- Rights and Disclaimers	22
2.1	The Procuring Entity	22
2.2	Rights to Intellectual Property and Confidentiality	22
2.3	Rights to reject any or all Bids	22
2.4	Disclaimers	23
3	Bidders-Eligibility and Preferential Policies	24
3.1	Bidders	24
3.2	Eligibility criteria for participation in this tender	24
3.3	Eligibility of Bidders from specified countries Conflict of Interest	24
3.4 3.5		26 27
3.3 4	Regulations of Indian agents/Associates of Foreign principals Purchase Preference Policies of the Government	27
4.1	Make in India Order	28
	Support/ Preferential Treatment to Micro & Small Enterprises	
4.2	(MSEs)	31
4.3	Support to Start-up Enterprises	32
5	Schedule of Requirements and Form of Contract	33
5.1	Eligible Services-Origin and Minimum Local Content	33
5.2	Quotation for all schedules and Services	33
5.3	Facilities to be provided by the procuring entity	33
5.4	Contract Period	33
5.5	Form of Contract	33
6	Bid Prices, Taxes and Duties	34
6.1	Prices	34
6.2	Firm/Variable Prices	35
6.3	Goods and Service Tax (GST)	35
6.4	Payments	37

	Downloading the Tender Documents; Corrigenda and	
7	clarifications	37
7.1	Downloading the Tender Document	37
7.2	Corrigenda /Addenda to Tender Document	37
7.3	Clarification on the Tender Document	38
8	Pre-Bid Conference	38
9	Preparations of Bids	38
9.1	The Bid	38
9.2	Documents comprising the Bid	40
9.3	Bid Validity	41
9.4	Bid security - (EMD) Related Documents	42
9.5	Non-Compliance with These provisions	42
10	Signing and Uploading of Bids	43
10.1	Relationship between Bidder and e-Procurement portal	43
10.2	Signing of Bid	43
10.3	Submission/Uploading of Bids	43
10.4	Modification, Resubmission and Withdrawal of Bids	44
11	Bid Opening Evaluation of Rids and Award of Contract	45
12 12.1	Evaluation of Bids and Award of Contract General Norms	45 45
12.1	Evaluation of Bids	45
12.2	Techno-commercial evaluation	49
12.3	Evaluation of Financial Bids and Ranking of Bids	57
13	Award of Contract	61
13.1	Procuring Entity's Rights	61
13.2	Letter of Award (Acceptance of LoA) and signing of contract	61
14	Grievance Redressal/Complaint Procedure	63
	Code of Integrity in Public Procurement, Misdemeanours and	
15		
	penalties	64
	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS	
15	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB)	65
	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)	65 69
1	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB)	65
1 1.1	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation	65 69 69
1 1.1 1.2	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions	65 69 69 69
1 1.1 1.2 1.3	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions	65 69 69 69 69 73
1 1.1 1.2 1.3 1.4	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions Abbreviations:	65 69 69 69 69 73 73
1 1.1 1.2 1.3 1.4 2	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions Abbreviations: The Contract	65 69 69 69 69 73 73 74
1 1.1 1.2 1.3 1.4 2 2.1	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions Abbreviations: The Contract Language of Contract	65 69 69 69 69 73 73 74 74
1 1.1 1.2 1.3 1.4 2 2.1 2.2	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions Abbreviations: The Contract Language of Contract The Entire Agreement	65 69 69 69 69 73 73 74 74 74
1 1.1 1.2 1.3 1.4 2 2.1 2.2 2.3	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions Abbreviations: The Contract Language of Contract The Entire Agreement Severability	65 69 69 69 69 73 73 74 74 74 74
1 1.1 1.2 1.3 1.4 2 2.1 2.2 2.3 2.4	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions Abbreviations: The Contract Language of Contract The Entire Agreement Severability Parties	65 69 69 69 69 73 73 74 74 74 74 74
1 1.1 1.2 1.3 1.4 2 2.1 2.2 2.3 2.4 2.5	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions Abbreviations: The Contract Language of Contract The Entire Agreement Severability Parties Contract Documents and their Precedence	65 69 69 69 69 73 73 74 74 74 74 74 74
1 1.1 1.2 1.3 1.4 2 2.1 2.2 2.3 2.4 2.5 2.6	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions Abbreviations: The Contract Language of Contract The Entire Agreement Severability Parties Contract Documents and their Precedence Modifications/ Amendments, Waivers and Forbearances	65 69 69 69 69 73 73 74 74 74 74 74 74 74 75
1 1.1 1.2 1.3 1.4 2 2.1 2.2 2.3 2.4 2.5 2.6 2.7	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions Abbreviations: The Contract Language of Contract The Entire Agreement Severability Parties Contract Documents and their Precedence Modifications/ Amendments, Waivers and Forbearances Separate Contracts in Connection with Services	65 69 69 69 69 73 73 74 74 74 74 74 74 74 75 76
1 1.1 1.2 1.3 1.4 2 2.1 2.2 2.3 2.4 2.5 2.6 2.7 3	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions Abbreviations: The Contract Language of Contract The Entire Agreement Severability Parties Contract Documents and their Precedence Modifications/ Amendments, Waivers and Forbearances Separate Contracts in Connection with Services Governing Laws and Jurisdiction	65 69 69 69 69 73 73 74 74 74 74 74 74 75 76
1 1.1 1.2 1.3 1.4 2 2.1 2.2 2.3 2.4 2.5 2.6 2.7 3	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions Abbreviations: The Contract Language of Contract The Entire Agreement Severability Parties Contract Documents and their Precedence Modifications/ Amendments, Waivers and Forbearances Separate Contracts in Connection with Services Governing Laws and Jurisdiction Governing Laws and Jurisdiction	65 69 69 69 73 73 74 74 74 74 74 74 75 76 76
1 1.1 1.2 1.3 1.4 2 2.1 2.2 2.3 2.4 2.5 2.6 2.7 3 3.1 3.2	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions Abbreviations: The Contract Language of Contract The Entire Agreement Severability Parties Contract Documents and their Precedence Modifications/ Amendments, Waivers and Forbearances Separate Contracts in Connection with Services Governing Laws and Jurisdiction Governing Laws and Regulations	65 69 69 69 73 73 74 74 74 74 74 74 75 76 76 76
1 1.1 1.2 1.3 1.4 2 2.1 2.2 2.3 2.4 2.5 2.6 2.7 3	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions Abbreviations: The Contract Language of Contract The Entire Agreement Severability Parties Contract Documents and their Precedence Modifications/ Amendments, Waivers and Forbearances Separate Contracts in Connection with Services Governing Laws and Jurisdiction Governing Laws and Jurisdiction	65 69 69 69 73 73 74 74 74 74 74 74 75 76 76
1 1.1 1.2 1.3 1.4 2 2.1 2.2 2.3 2.4 2.5 2.6 2.7 3 3.1 3.2	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions Abbreviations: The Contract Language of Contract The Entire Agreement Severability Parties Contract Documents and their Precedence Modifications/ Amendments, Waivers and Forbearances Separate Contracts in Connection with Services Governing Laws and Jurisdiction Governing Laws and Regulations	65 69 69 69 73 73 74 74 74 74 74 74 75 76 76 76
1 1.1 1.2 1.3 1.4 2 2.1 2.2 2.3 2.4 2.5 2.6 2.7 3 3.1 3.2	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions Abbreviations: The Contract Language of Contract The Entire Agreement Severability Parties Contract Documents and their Precedence Modifications/ Amendments, Waivers and Forbearances Separate Contracts in Connection with Services Governing Laws and Jurisdiction Governing Laws and Regulations Communications	65 69 69 69 73 73 74 74 74 74 74 74 75 76 76 76 76
1 1.1 1.2 1.3 1.4 2 2.1 2.2 2.3 2.4 2.5 2.6 2.7 3 3.1 3.2 4	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions Abbreviations: The Contract Language of Contract The Entire Agreement Severability Parties Contract Documents and their Precedence Modifications/ Amendments, Waivers and Forbearances Separate Contracts in Connection with Services Governing Laws and Jurisdiction Governing Laws and Regulations Communications Communications	65 69 69 69 73 73 74 74 74 74 74 74 75 76 76 76 76 76
1 1.1 1.2 1.3 1.4 2 2.1 2.2 2.3 2.4 2.5 2.6 2.7 3 3.1 3.2 4	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions Abbreviations: The Contract Language of Contract The Entire Agreement Severability Parties Contract Documents and their Precedence Modifications/ Amendments, Waivers and Forbearances Separate Contracts in Connection with Services Governing Laws and Jurisdiction Governing Laws and Jurisdiction Changes in Laws and Regulations Communications Communications Persons signing the Communications	65 69 69 69 73 73 74 74 74 74 74 74 75 76 76 76 76 76
1 1.1 1.2 1.3 1.4 2 2.1 2.2 2.3 2.4 2.5 2.6 2.7 3 3.1 3.2 4 4.1 4.2	SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB) SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) General Tenets of Interpretation Definitions Document Conventions Abbreviations: The Contract Language of Contract The Entire Agreement Severability Parties Contract Documents and their Precedence Modifications/ Amendments, Waivers and Forbearances Separate Contracts in Connection with Services Governing Laws and Jurisdiction Governing Laws and Regulations Communications Communications Persons signing the Communications Address of the parties for sending communications by the other	65 69 69 69 73 73 74 74 74 74 74 74 75 76 76 76 76 76 77

	Changes in Constitution/ financial stakes/ responsibilities of a	<u> </u>
5.1	Contract's Business	78
5.1		78
5.3	Obligation to Maintain Eligibility and Qualifications Restriction on Potential Conflict of Interests	78
5.4		79
5.5	Consequences of breach by Constituents of a Contractor	79
5.6	Assignment and Sub-contracting Obligation to Indomnify Procuring Entity	79
5.7	Obligation to Indemnify Procuring Entity	81
	Confidentiality, Secrecy and IPR Rights	83
5.8	Performance Bond/ Security	
5.9	Labour Codes and Related Obligations	85
5.10	Insurances	89
5.11	Permits, Approvals and Licenses	89
5.12	Accounting, Inspection and Auditing	89
5.13	Book Examination Clause	90
6	Procuring Entity's Obligations	90
6.1	Facilities to be Provided by the Procuring Entity	90
6.2	Provision of Utilities at Site by Procuring Entity	91
	Custody and Return of the Procuring Entity's Assets loaned to	
6.3	Contractor	91
_	Scope of Services, Performance Standards and Quality	
7	Assurance	91
7.1	Scope of Services	91
7.2	Performance Standards	92
7.3	Quality Control and Defect Liability	92
7.4	Eligible Services - Country of Origin and Minimum Local Content	92
7.5	Quantity Tolerance	93
7.6	Contract Period and Option Clause	93
8	Measurement, Variations and Modifications	93
8.1	Quantities in Contract	93
8.2	The admeasurement of Inputs and Services	93
8.3	Variations and Claims	94
8.4	Rates for Extra Items	95
9	Deployment of Resources	96
9.1	Site and Assets thereon	96
9.2	Key and Non-key Personnel	98
9.3	Key and Non-key Equipment, Tools and Plants	100
9.4	Materials Deployment	100
9.5	Property in Equipment and Materials brought to Site	101
10	Delivery of Services and delays	101
10.1	Works Programme	101
10.2	Compliance to Officer In-charge for the work Instructions	101
10.3	Commencement of Services	102
10.4	Time for Delivery of services and Extensions Thereof	102
10.5	Damages and Deductions Thereof	104
10.6	Suspension of Services	105
10.7	Force Majeure	106
11	Prices and Payments	106
11.1	Prices	106
11.2	Taxes and Duties	107
11.3	Terms and Mode of Payment	108
11.4	Withholding and lien in respect of sums claimed	109
		1 .00

		T
11.5	Payments to Contractor	109
11.6	Completion Certificate and Final payment	112
11.7	Defects Liability Period	114
11.8	Payment Against Time-Barred Claims	114
11.9	Commissions and Fees	115
12	Resolution of Disputes	115
12.1	Disputes and Excepted Matters	115
12.2	Excepted Matters	115
12.3	Adjudication	116
12.4	Conciliation of disputes	116
12.5	Arbitration Agreement.	117
13	Defaults, Breaches, Termination, and closure of Contract	122
13.1	Termination due to Breach, Default, and Insolvency	122
	Termination for Default/ Convenience of Procuring Entity and	
13.2	Frustration.	124
13.3	Closure of Contract	125
	Code of Integrity in Public Procurement; Misdemeanours and	
14	Penalties	125
14.1	Code of Integrity	125
14.2	Obligations for Proactive Disclosures	126
14.3	Misdemeanours	126
14.4	Penalties for Misdemeanours	126
	SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)	129
	SECTION VI: SCHEDULE OF REQUIREMENTS	143
	SECTION VII: PERFORMANCE STANDARDS AND QUALITY	. – -
	ASSURANCE	156
	SECTION VIII: QUALIFICATION CRITERIA .	169
	SECTION VIII-1: KEY PERSONNEL SCHEDULE	172
	SECTION VIII-2: CRITICAL EQUIPMENT SCHEDULE	173
	BIDDING FORMS.	175
	FORM 1: BID FORM (COVERING LETTER)	176
	FORM 1.1: BIDDER INFORMATION.	179
	FORM 1.2: ELIGIBILITY DECLARATIONS.	181
	FORM 1.3: DECLARTION BY AGENTS/ASSOCIATES OF FOREIGN	
	PRINCIPLES	184
	FORM 2: SCHEDULE OF REQUIREMENTS - COMPLIANCE	186
	FORM 3: PERFORMANCE STANDARDS AND QUALITY ASSURANCE	100
	- COMPLIANCE	189
	FORM 3.1: METHOD STATEMENT	190
	FORM 3.2: WORK-PLAN	191
	FORM 3.3: PERSONNEL DEPLOYMENT PLAN	192
	FORM 3.4: CRITICAL EQUIPMENT DEPLOYMENT PLAN	194
	FORM 3.5: CRITICAL MATERIALS DEPLOYMENT PLAN	195
	FORM 4: QUALIFICATION CRITERIA - COMPLIANCE	196
	FORM 4.1: PERFORMANCE STATEMENT	199
	FORM 4.2 NON-PERFORMANCE, LITIGATION STATEMENT	200
	FORM 4.3 FINANCIAL CAPABILITY STATEMENTS	202
	FORM 4.3.2: AVERAGE ANNUAL TURNOVER	203
	FORM 4.3.3: FINANCIAL RESOURCES	204
	FORM 4.3.4: CURRENT CONTRACT LIABLITIES/WORK S IN	
	PROGRESS	205
	FORM 5: TERMS AND CONDITIONS - COMPLIANCE	206

	FORM 6: CHECKLIST FOR BIDDERS	207
	FORM 7: DOCUMENTS RELATING TO BID SECURITY	209
- !	FORM 8: INTEGRITY PACT	210
	FORM 9: FINICIAL BID TEMPLATE (SCHEDULE OF QUANITITY)	217
	FORMATS	227
	FORMAT 1: CONTRACT FORM	228
- 1	FORMAT 1.1: DESCRIPTION OF SERVICES	229
	Format 1.1.1: Personnel Deployment Plan .	230
	Format 1.1.2: Equipment Deployment Plan	231
	Format 1.1.3: Materials Deployment Plan	232
	FORMAT 1.2 PRICE SCHEDULE	233
	FORMAT 1.3: BANK GUARANTEE FORMAT FOR PERFORMANCE	
	SECURITY	234
	FORMAT 1.4: NO CLAIM CERTIFICATE	236
	FORMAT 1.5: CERTIFICATION BY PROSPECTIVE ARBITRATORS	237
	FORMAT 2: AUTHORIZATION FOR ATTENDING PRE-BID	
	CONFERENCE.	238
	FORM 9: FINICIAL BID TEMPLATE (SCHEDULE OF QUANITITY) FORMATS FORMAT 1: CONTRACT FORM FORMAT 1.1: DESCRIPTION OF SERVICES Format 1.1.1: Personnel Deployment Plan . Format 1.1.2: Equipment Deployment Plan Format 1.1.3: Materials Deployment Plan FORMAT 1.2 PRICE SCHEDULE FORMAT 1.3: BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY FORMAT 1.4: NO CLAIM CERTIFICATE FORMAT 1.5: CERTIFICATION BY PROSPECTIVE ARBITRATORS FORMAT 2: AUTHORIZATION FOR ATTENDING PRE-BID	217 227 228 229 230 231 232 233 234 236 237

Section I: Notice Inviting Tender (NIT)

1. Notice Inviting Tender (NIT)

The President of India, through the Chief Executive, Board of Radiation and Isotope Technology (BRIT), Department of Atomic Energy(DAE), invites bids for entering into a contract for the delivery of " Providing IT enabled authorized logistics services on behalf of BRIT- DAE for safe, secure and timely door delivery of Radiopharmaceuticals, Radiography cameras and other BRIT products to authorised consignees on PAN India basis " Services.

This Tender Document bearing, <u>Tender No.BRIT/ESSA/ISOMED/Logistics/2023/111/</u>, gives further details.

2. The Tender Document

2.1 Bidders must read the complete Tender Document

The NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) appended to this notice gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to TIS as well. However, Bidders must go through the complete Tender Document for details before submission of their Bids. The terms and conditions which are not brought out in this tender document, for such cases the provisions/terms and conditions mentioned in the latest editions of the manual for procurement of services/GFR 2017/latest procurement guidelines towards services, issued by Ministry of Finance, Department of Expenditure Govt. of India shall be applicable. Also, in case of any conflict between the terms and conditions of this tender documents and aforementioned Document of Ministry of Finance, Govt. Of India, the latter shall prevail.

2.2 Availability of the Tender Document

The Tender Document shall be published on the **GeM/CPP-Portal** of Government of India. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. The downloaded Tender Document is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall not be extended. Any query/clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to the Help Desk (Contact details given in TIS).

2.3 Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/electronically from office/Contact person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS. This deadline shall not be extended in case of any intervening holidays.

When deemed necessary, Procuring Entity 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.

3. Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, participation in this Tender process is open to all bidders who fulfil the 'Eligibility and Qualification criteria. Bidders should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria in **Form 1.2 (Eligibility Declarations).**

Bidder may be individual/ partnership or in consortium with other companies can participate in the tender. If the Bidder is a consortium, then, the members of the Consortium shall enter into a Joint Bidding Agreement in an agreeable format, for the purpose of making and submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia.

- i. Nominate one of the Members as the Lead Member of the Consortium.
- ii. Convey the intent to enter into the agreement by the Lead Member and subsequently perform all the obligations of the Consultant in terms of the agreement, in case the assignment is awarded to the Consortium;
- iii. Clearly outline the proposed roles and responsibilities, if any, of each member;
- iv. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations under the Tender document.

Bidder shall be the lead of the consortium and shall have power of attorney to file the bid on behalf of the consortium.

The bidder

1) must be:

- a) a natural person, private entity, public entity (State-owned enterprise or institution),
- b) a provider of the Services offered with valid registration regarding GSTIN, PAN, EPF, ESI, Labour, Private Security Agencies, as applicable to the subject Services
- 2) must:
- a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspected and must not be the subject of legal proceedings for any of aforesaid reasons.
- b) (including their affiliates or subsidiaries or contractors/subcontractors for any part of the contract):
- i) Not stand declared ineligible/blacklisted/banned/debarred by the Procuring Organisation or its Ministry/Department from participation in its Tender Processes; and or
- ii) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/suspended/blacklisted/ banned/debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities for:

offenses involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law: and or

Offences under the IPC or any other law for causing any loss of life/limbs/property or endangering public health during the execution of a public procurement contract and /or

Suspected to be or of doubtful loyalty to the country or National security risk as determined by appropriate agencies of the GOI.

- iii) Not have changed its name or created a new Allied Firm, consequent to having declared ineligible/suspended/blacklisted/banned/debarred as above.
- iv) Not have an association (as a bidder/partner/director/employee in any capacity) of

any retired manager (of Gazetted rank) or any retired Gazetted officer of the Central or state Government or its public sector Undertaking if such a retired person has not completed cooling-off period of one year after his retirement. However, this shall not apply if such managers/officers have obtained a waiver of the cooling off period from their erstwhile organisation.

Of the near relations of executives of Procuring Entity involved in this Tender processes

c) Not have a conflict of interest, which substantially affects fair competition.

The prices quoted should be competitive and without adopting any unfair/unethical/anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit any offer for restricting competition.

- 3) must fulfil any other additional eligibility condition, if any as may be prescribed, in Tender Document.
- 4) must provide such evidence of their continued eligibility to the Procuring entity if so requested
- 5) of Class-II Local Suppliers and Non-Local Suppliers (as defined in Make-in-India policy) shall be eligible subject to certain conditions as detailed in the ITB-clause 4.1.
- 6) From specified countries having land borders with India (but not in development partnership with India) shall be eligible subject to certain conditions as detailed in the ITB-clause 3.3

4. Purchase Preference Policies of the Government

As detailed in the Tender Document, the procuring entity reserves its right to grant preferences to eligible Bidders under various government Policies/directives (policies relating to make in India; MSME; Start-ups etc)

5. Pre-bid Conference:

Bidders are requested to attend a Pre-bid conference for clarification on the Tenders technical specifications and commercial conditions, on the time and date and place mentioned therein. Participation in such Pre-bid conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from the them regarding the Technical/commercial specifications/conditions shall be entertained.

6. Submission of Bids:

1) Bids must be uploaded till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.

- 2) Originals (of self-attested copies of originals-as specified therein) of specified scanned uploaded document must be physically submitted sealed in double cover and acknowledgement be obtained before the bid submission deadline at mentioned venue. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue.
- 3) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
- 4) Bidders must furnish Bid Securing deposit (Earnest Money Deposit) amounting to ₹ 75.92 Lakh. The BSD (Bid Securing deposit) will be drawn in favour of the authority stipulated in TIS. A self-attested scan copy of the BSD should be uploaded along with the bids. Bids not complying with these provisions shall be rejected.
- 5) **Integrity pact:** All Bidders shall have to sign the Integrity Pact with the Procuring Entity as per Form 8: Integrity Pact. *Bids without a signed Integrity Pact shall be rejected.*

7. Bid Opening

Bids received shall be opened online at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

- a) Upon evaluation of Technical and Financial Bid as per the criteria described in this Tender Document, if any Bid contains any deviation from the Bid Document, then the Bid will be rejected and Bidder will be informed accordingly.
- b) The Bidder's name, the Bid price, the total amount of each Bid, any discounts, Bid modifications and withdrawals and such other details as may be considered appropriate will be announced at the opening of Price Bids.
- 8. **Disclaimers and Rights of Procuring Entity** The issue of the Tender Document does not imply that the Procuring Entity is bound to select bids, and it reserves the right without assigning any reason to:
- a) reject any or all of the Bids, or

- b) cancel the tender process or
- c) abandon the procurement of the Services; or
- d)issue another tender for identical or similar services

Note: For more details, please refer to appended TIS and the complete Tender Document.

Chief Executive, BRIT (Tender Inviting Authority)

Appendix to NIT: Tender Information Summary

Tender Documents No.: BRIT/ESSA/ISOMED/Logistics/2023/111

Tender Title: Providing IT enabled authorized logistics services on behalf of BRIT- DAE for safe, secure and timely door delivery of Radiopharmaceuticals, Radiography cameras and other BRIT products to authorised consignees on PAN India basis.

Tender Information Summary (TIS)				
1.0 Basic Ten	der details:			
Providing IT enabled authorized logistics services on behalf of BRIT- DAE for safe, secure and timely door delivery of Radiopharmaceuticals, Radiography cameras and other BRIT products to authorised consignees on PAN India basis.				
Tender BRIT/ESSA/ISOMED/Logistics Tender ID Reference /2023/111 Number				
Tender Type	Open Tender – Domestic	Form of Contract	Unit-Rate form of BOQ/ Contract – Indefinite- Delivery (Rate Contract/ on-call)	
		Estimated Cost	₹. 37.96 crore. (for two year contract period)	
Tender category	Services	No. of Covers	Electronic bidding	
Bidding system	Single Stage Two Part Bidding (Quality Oriented Procurement using Quality and Cost Based selection, Relative weightage ratio Quality: Cost - 20:80)	Price Structure	Item rate Template	
e-Reverse auction Yes (as per GeM/CPP procedure)				
The Procuring Organisation:	Department of Atomic Energy Govt. of India.	Procuring entity:	Board of Radiation and Isotope Technology.	
Authority on whose behalf Tender is Invited	President of India	Through:	Chief Executive BRIT	
Tender Inviting	Chief Executive BRIT	Address:	BRIT/BARC Vashi Complex, Sector-20, Vashi	

Authority (TIA)			Navi Mumbai-400703. Maharashtra
(IIA)			ivialialasiitia
Appointing Authority for Arbitration	Secretary, DAE, Government of India		
2.0 Requirem	ent Details (ITB 5.0)		
Contract Period:	The contract period is for Two (02) Years, extendable further to one more year at the expiry of two-year contract period, subject to semi-annual performance review by the procuring entity and strictly at the same rates / cost / terms and conditions as during two-year period	Consignee /State:	Pan India
Schedule	As per Schedule of Quantity and (Form-9)	Cost detailed o	out in tender documents
Service Details:	Providing IT enabled authorized logistics services on behalf of BRIT- DAE for safe, secure and timely door delivery of Radiopharmaceuticals, Radiograph cameras and other BRIT products to authorised consignees on Pan India basis		pharmaceuticals, Radiography
3.0 Official date	es (ITB-clause 7.0; 8.0; 9.0,10.0 ar	nd 11.0)	
Published Date	May 7,2023, 00:00 Hrs through CPP Portal – Government of India, in online mode	Bid Validity (Day from the date of Bid Opening)- ITB-clause 9.3	120 days
Documents Download Start Date & Time	May 7,2023,00:00 Hrs	Documents Download End Date &Time	May 27,2023,23:59 Hrs
Clarification Start Date & Time	May 28,2023: 00:00 Hrs	Clarification End date & Time	June 14,2023, 15:00 Hrs

Pid submission	Luly E 2022 00:00Hrs	Bid	July 6 2022 22:50 Hrs
Bid submission Start Date &	July 5, 2023, 00:00Hrs	Submission	July 6, 2023, 23:59 Hrs
Time			
rime		Closing Date	
Did On anima	L.L. 12, 2022 14-20 Ll	& Time	T-
Bid Opening	July 12, 2023,14:30 Hrs	Bid Opening	To be announced later
(Techno-		(Financial	
commercial bid)		Bid) Date &	
Date & Time		Time	
4.0 Eligibility	to Participate (NIT Clause 3 and	l ITB-clause 3.	2)
Nature Bidders Eligible	Individual Service Provider/ Firms	s/ Joint Ventures,	/Consortium
Entities from cou	 ntries not eligible to participate	As ner latest	Guidelines of Government of
	is (Make in India Policy)	, is per latest	India.
on reciprocal bas	is (Make in mala i oney)		maia.
Minimum Local c	ontent for eligibility to Participate	20%	
(Make In India po	olicy)		
Classes of Local S	Supplier eligible to participate	Only Class-I and Class-II local supplier	
(Make In India policy)		eligible (Domestic Tenders)	
Mandatory joint '	Venture with Indian Company		Yes
(Make In India)			
5.0 Thresholds f Clause 4.1.1)	or Eligibility to Participate and P	reference und	er make In India Policy (ITB-
Classification of le	ocal Suppliers based on	Class-I Local S	Supplier 50%
Minimum Local content (ITB-Clause 4.1.1)		Class-II Local Supplier: more than 20% but less than 50%	
The Margin of Purchase Preference (ITB-Clause		20%	
		i .	
4.1.4)			
Is the requiremen	nt divisible for preference (ITB-	N	0
	nt divisible for preference (ITB-	N	0

6.0 Obtaining t	the Tender Documents and Clari	fication (ITB-7.0)		
E Procurements Portal (CPP) and helpdesk for documents availability and submission	Central Public Procurement Portal O120-4001 002 0120-4001 005 0120-6277787, 022-25487480 Technical Support: support-eproc@nic.in Policy related support- cppp-doe@nic.in			
Cost Of Tender Documents (INR)	NIL			
Office/Contact Person/email for bid related Clarification	Office of Deputy General Manager, ISOMED, BRIT , DAE, Navi Mumbai amits@britatom.gov.in 022-25595684			
7.0 Pre-Bid Conf	ference (ITB-Clause 8.0)			
Place, time and date of the Pre-bid Conference June 2, 2023, at 10:00 Hrs Board Room, BRIT, Vashi complex, S Vashi, Navi Mumbai				
	ate before which written queries onference must be received	June 1, 2023 up to 12:00 Hrs		
	ate before which registration of ne Pre-bid conference must be	May 31, 2023, up to 12:00 Hrs		
8.0 Preparation	and Submission and Opening of	Bids (ITB-clause 9.0 and 10.0)		
Bids to be Addressed to	The President of India, through the Chief Executive, BRIT, Vashi, Navi Mumbai			
Instructions for Online Bid Submissions	As stated in the Tender document			
Bid Opening Place	On e-procurement portal(s) mer BRIT, vashi complex, Sector-20,			

Alternate Bids allowed or not	Not allowed		
9.0 Physical subuploaded (ITB-c	 mission of Original /Self atteste ause 10.3)	ed copies of ori	ginals of scanned documents
Physical docume	nts required/permitted to be subr	mitted	Yes
If Yes, List of Doc	uments to be submitted physicall	у	Please refer ITB- Clause 10.3
	sically submission of originals/ sel Is of uploaded scanned documen		July 11, 2023.17:00Hrs
Address of Physical submission of Originals	Office of Deputy General Manag Chembur Mahul Road, NEXT to		
10.0 Documents clause 13.2.4)	relating to Bid security (ITB-cla	ause 9.4) and P	erformance Security (ITB-
Bid Security Dep	posit (EMD) amounting ₹ 75.92 L a	Ikh to be submit	
Security	@ 7.5% of Contract Value (all inclusive)	Security and To whom to be addressed	Pay and Accounts Officer, Board of Radiation and Isotope Technology, Department of Atomic Energy, Government of India, Sector-20 BRIT-BARC Vashi Complex, Vashi- Navi Mumbai – 400703
Additional Claus	Se .		
Clause Integrity Pact to be Signed and Submitted along with bid	Description Yes , please refer ITB-clause 9.2.1)	Independent External Monitor, Name and Contact Details	Not Applicable
Price Variation (ITB-clause 6.2.2)	Not Applicable	Advanced Payments Provided	No
Quantity Splitting/Parallel Order	Not allowed		