

Government of India
Board of Radiation & Isotope Technology
Regional Centre, Kota-RAPPCOF

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BRIT/COF/2021/ EOT Crane Overhauling /

January 20, 2021

NOTICE INVITING TENDER
TENDER NO. BRIT/COF/2021/038

Chief Executive, BRIT, Vashi Complex, Navi Mumbai-400703, on behalf of President of India invites, sealed tenders from eligible contractors on the approved list of central/ state PWD, MES, Railways and others for the enclosed scope of work in two part bid.

Part-1 technical & unpriced part of the work and Part-2 priced commercial part.

Only experienced bidders who are qualifying in bid-qualification criteria should quote.

Description: Supply, Installation, overhauling, Commissioning and testing of electrical system of 20/5 T EOT crane of RAPPCOF using VFD. Technical specification along with scope of work is enclosed.

Estimated cost: Rs 21.70 Lacs (Twenty One Lacs Seventy thousand only)

Bid Security/Earnest money: Exempted against Bid Security Declaration as per DOE OM Dtd; 12.11.20

Completion period: Four and half months from 15th day of the date of issue of the work order.

Performance Security: 3% Performance Guarantee + 2.5% Security Deposit.

BID QUALIFICATION CRITERIA:

Bidders who are qualifying / meeting following technical and financial criteria are eligible to participate in the bid for the above work. Bidder shall furnish all the information mentioned in the criteria with documentary proof and submit along with check list through mail ID mentioned above.

Bids of the parties which are not meeting the following criteria will not be considered for evaluation and will be rejected.

A. Technical Qualification Requirements:

The bidder shall meet the following technical qualifying requirements and shall submit relevant certificates to establish his credentials.

1. The bidder shall be an organization with at least 5 years experience in having executed contracts for Variable Frequency Drive based electrical overhauling of EOT cranes.
2. The firm shall have successfully executed overhauling, installation, maintenance, Testing and commissioning of electrical system with Variable Frequency Drive for at least 3 numbers EOT crane/ hoist in/PSU/Government sector. Bidders shall provide relevant certificates from the end users along with the submission of bid for consideration of bid document.

B. Financial Qualification Requirements:

1. As intended work is VFD based electrical overhauling of 20/5T EOT crane, parties must have executed **similar work (Similar works shall mean "Supply, installation, maintenance, commissioning and testing of electrical system of EOT crane")**. Completion certificate within last Seven years ending with **31.12.2020** including name of agencies for whom work has been carried out, value of work, with one of the below mentioned criteria is to be submitted---

- a. Three similar WO for 40% value of Estimated Cost.
- b. Two similar WO for 60% value of Estimated Cost.

- c. One similar WO for 80% value of Estimated Cost.
2. Annual turnover of last 3 years (should be at least 100% of the estimated cost)
3. GST no, and PAN no.
4. ITR/ TDS certificate shall be submitted with Profit & Loss statement for last five years. Also bidder shall submit audited statement of financial status for last five years and should not have incurred any loss in more than two years during last five years ending 31st March 2020.
5. Firm establishment certificate/ company registration and nature of work.
6. Satisfactory work completion certificates from the clients, with the work order copies.
7. Performance report of order completed (with years of service) from end users, with addresses, contact person and phone numbers.
8. Bank solvency certificate of **minimum RS. 8, 68,000 .00**
9. List of value, and work order copies of total projects under execution with work order name and address.
10. Organization structure and organization chart.
11. List of personnel working in the organization with qualification & experience in the firm in the areas of maintenance, overhauling, quality assurance, safety and administration etc.
12. List of machinery & equipment to be used for the work.

C. Process of display bid Qualification and Sale of tender Document:

1. **Display of Tender document on Website(www.britatom.gov.in) from 20.01.2021 to 06.04.2021. Pre bid Check list Issue/available on web site from 20.01.2021 to 10.02.2021**
2. **The potential bidder is to submit filled up checklist along with all the relevant documents** satisfying all the eligibility criteria through email or in personal to the office on above mentioned address.
Time period for receiving filled up checklist along with all the relevant documents from interested Bidder: 15.02.2021 to 28.02.2021
3. Bidder's competency, their technical achievements and financial status will be evaluated suitable for this work. Feedbacks from bidder's clients will be verified, if required.
4. After examining these documents, blank tender forms along with price bid format will be issued to the bidder prima facie found competent to carry out the job.
5. **Sale of tender document:** Tender document consisting of Scope of work, specifications, schedule of quantities of the various clauses of work to be executed, the set of terms and conditions of contract (to be complied with by the contractor whose tender may be accepted) and other necessary documents pertaining to the work will be made available to the competent bidder in the office of OIC-RAPPCOF Near Vijay Bhawan, RR Site, Anushakti, Rawatbhata-323303 (between 10:00 hrs and 15:00 hours every day from 05/03/2021 to 20/03/2021, except Saturdays, Sundays and public holidays) and **Office of GM(ESSA)-BRIT, Vashi Complex, Navi Mumbai-400703**(between 10:00 hrs and 15:00 hours every day except, Sundays, Mondays and public holidays) . Tender document will not be send by post.
6. **Tender fee: The bidder who has qualified pre qualification criteria has to pay the prescribed fee of tender document Rs. 1000/- (non-refundable) in cash/in the form of pay order / crossed demand draft from any of the scheduled banks, payable in favour of Pay and Accounts Officer, BRIT. Sale of tender does not imply acceptance / approval. The validity of the pre qualification criteria will be subjected to verification of original documents at the time of Part-1 evaluation of the tender.**

D. Ambiguity

If there be any ambiguity or doubt as to the meaning of any of the tender clause/condition or if any further information is required, the matter shall be immediately brought to the notice of OIC, RAPPCOF-BRIT in writing.

PREPARATION OF BIDS:

A. Site Visit

Bidder is advised to visit & examine the site and its surrounding to familiarize himself of the existing facilities & environment and shall collect all other information which may be required for preparing & submitting the bid and entering into the contract. The form and nature of the site, the means of access to the site, the accommodation they may require, and in general shall themselves obtain all necessary information

as to risks, contingencies and other circumstances which may influence or affect their tender claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid.. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

B. Validity of offer

The tender for the work shall remain open for acceptance for a period of 120 days from the last date of submission of tender. If any tenderer withdraws his tender before the said period or issue of letter of interest whichever is earlier, 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 50% of the said earnest money absolutely. Further the tenderer shall not be allowed to participate in the retendering process of the work.

C. Cost of bidding

All direct and indirect costs associated with the preparation and submission of bid shall be to bidder's account and RAPP COF-BRIT will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.

D. Applicable Language/ measurements:

The bid and all correspondence incidentals to and concerning the bid shall be in the English language. For supporting document and printing literature submitted in any other language, an accurate English translation shall also be submitted. Responsibility for correctness in translation shall lie with the bidder. All the measurements shall be given in metric system.

E. Arrangement of Bid

The bid shall be neatly presented on white paper with consecutively numbered pages. It should not contain any terms and conditions which are not applicable to the bid. The bid and all details submitted by the bidder shall be signed and stamped on each page as token of acceptance, by a person legally authorized to enter into agreement on behalf of the bidder. (Corrections/ alteration, if any, shall also be signed by the same person).

General Terms and Conditions for Bidding:

The contract consists of two part bid

A. Part – I: Technical and Unpriced Commercial Part

Technical and unpriced commercial part shall comprise the attachments, specifying attachment number arranged in the order as follows:

- (a) Tender Fee Rs. 1000 (non-refundable) paid in the form of pay order or crossed demand draft from any of the scheduled banks, payable in favour of Pay and Accounts Officer, BRIT.
- (a) Submission of bid letter.
- (b) Earnest money deposit (EMD): Exempted against Bid Security Declaration as per DOE OM Dtd; 12.11.20
- (c) PAN and GST registration.
- (d) Power of attorney in favour of authorized signatory of the bid / proposal documents.
- (e) All the annexure enclosed in proposal duly filled, signed and sealed
- (f) Bid qualification criteria for variable frequency drive based electrical overhauling of 20/5T EOT crane.
- (g) Electrical power and control circuit drawing for proposed electrical system of the crane
- (h) Write-up on the procedure proposed to be followed for overhauling, commissioning and testing of the entire electrical system of the crane.
- (i) Unpriced copy of schedule of prices with all other commercial terms, taxes, duties, exemption certificates and conditions duly filled (Prices to be kept blank), signed and stamped.
- (j) Audited balance sheet including profit and loss account (Should not have incurred any loss in more than two years during last five years ending 31st March 2020) for last five financial years showing annual turnover shall be given.
- (k) Latest income tax certificate.
- (l) Latest solvency certificate from a scheduled bank.
- (m) Technical literature & data sheets of equipment / machinery used by the bidder and any other document as mentioned in the proposal.

(n) Supply, overhauling, installation, maintenance, testing schedule plan for the crane indicating the date of completion of various activities so as to complete the execution of the contract within the time frame stipulated in the tender specification.

(o) Any other relevant document, bidder desires to submit.

B. Part – II: Priced Commercial Bid

Priced commercial bid shall be filled in the price bid format. Schedule of prices also to be filled in the format and no separate document shall be attached. Deviations in terms and conditions, assumptions, conditions, discounts etc. shall be clearly mentioned in the given format. RAPPCOF-BRIT will not take cognizance of any such statement and may at their discretion reject such bids.

Bid Security/Earnest money: Exempted against Bid Security Declaration as per DOE OM Dtd; 12.11.20

BID SUBMISSION

Bids duly filled in by the bidder should invariably be submitted as stipulated in the tender notification. Bids shall be submitted in the following manner.

A. Part – I: Unpriced Techno-Commercial Part of the Bid for the Work

Complete techno-commercial part of the bid shall be filled as per the guidelines mentioned above all relevant document as mentioned in the notification of the tender must enclosed with the proposal and submitted as per the given time line mentioned for submission of the bid.

The deviation statement and checklist must be filled, without which the bid will not be considered.

B. Part – II: Price Part of the Bid for the Work

Price bid shall be filled in the given format. Any other terms and conditions given in this part shall not be considered and if insisted upon by the bidder, bids are liable for rejection.

Tenders duly filled part-I and part –II bid should be placed in separate sealed covers super scribed with the name of work should be send by hand/ post to the Office of GM(ESSA)-BRIT, Vashi Complex, Navi Mumbai-400703 up to 12:00 hrs on or before 06.04.2021.

Unpriced Techno-Commercial Part (**Part-I**) of the Bid will be opened in the office of **PAO-BRIT, Vashi Complex, Navi Mumbai-400703 at 15:00 hrs on 06.04.2021 in presence of bidders who wish to attend the bid opening** .Opening date of Price Bids (**Part-II**) of technically and commercially acceptable offers will be notified separately. In case the date of receipt and opening of tender is declared holiday by government of India for any reason, the tenders will be received/ opened on the next working day. Acceptance of tenders will rest with the chief executive, BRIT, Mumbai, who does not bind himself to accept the lowest tender or any other offer and reserves to himself the right to reject any or all the offer received without assigning any reason whatsoever. Offer which do not fulfill all or any of the above conditions and incomplete in any respect are liable to be summarily rejected.

Any bids/offers with price details in Techno-Commercial Offer (Part –I) shall be rejected.

Condition of Bid submission:

The tenderer shall give a list of both gazetted and non gazetted employees in DAE, who are related to him. The contractor shall not be permitted to tender for works in the department (responsible for award and execution of contract) in which his near relative is posted as equivalent to accounts officer or as an officer in the capacity of grades scientific officer /"C" and above. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any gazetted officer in the department of atomic energy. Any breach of this condition by the contractor would render him liable to be barred from tendering in this department. No engineer of the rank or other gazetted officer employed in engineering or administrative duties in engineering department of the government of India is allowed to work as a contractor for a period of one year after his retirement from government service, without the previous permission of the government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the government of India as aforesaid before submission of the tender or engagement in the contractor's service.

Bid Evaluation:

- 1) During evaluation, RAPPCOF-BRIT may request bidder for any clarification on the bid or additional documents.
- 2) Techno-commercial discussion shall be arranged with bidder, if needed. Bidder shall depute his authorized representatives for attending discussions. The representatives attending the discussions shall produce authorization from his organization to attend the discussion and sign minutes of meeting on behalf of his organization if required. The authorized representative must be competent and empowered to settle/decide on all technical and commercial issues.
- 3) Bidder must provide the point by point compliance to the technical specifications along with deviations if any. The tender will be rejected, if the deviations are not acceptable to the department.
- 4) Performance of bidder on similar nature of works executed/ under execution shall be taken into consideration before selecting the bidder for opening his price bid.
- 5) The time schedule for completion is given in the proposal document. Bidder is required to confirm the completion period unconditionally.
- 6) CE-BRIT reserves the right to accept or reject any bid in full or part without assigning any reasons. Such decisions by CE-BRIT shall bear no liability whatsoever consequent up on such decision.
- 8) CE-BRIT reserves the right to split the order or alter the quantities specified based on prices quoted for part work or unit rate quoted by bidder.
- 9) The bidder, whose bid is accepted by CE-BRIT, shall be issued a Letter Of Intent (LOI) /Work Order (WO) to proceed with the work. Bidder shall confirm acceptance by returning a signed copy of the LOI/WO.

Acceptance of tender:

The competent authority on behalf of President of India, does not bind himself to accept the lowest tender or any other offer and reserves to himself the authority to reject any or all the offers received without assignment of any reason. All tenders, in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebates is put forth by the tenderer, shall be summarily rejected. The competent authority, on behalf of the President of India, reserves to himself the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. The officer inviting tender shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender or other tender.

Completion Period:

The time frame for carrying out the work is as mentioned below

- (A) Time to carryout pre commissioning job and transportation of material to job site: **Four months** from 15th day of issuing of work order.
- (B) Commencement of overhauling, installation, commissioning and testing of the crane: After completion of the Pre commissioning job and transportation of material to job site/Four months from 15Th day of issuing of the work order (whichever is earlier).
- (C) **EOT crane will be made available to Vendor for 15 days to carry out overhauling, Installation, Commissioning and testing of entire electrical system of the crane.**

Schedule of Prices:

The schedule of prices shall be read in conjunction with all the sections of this document. The price **must be filled in** the same format of 'Schedule of Price'. No copy of price bid shall be enclosed along with other document. The total price inclusive of spare parts will be considered for arriving the lowest. Hence party should offer the price of spares as per the list of spares, without which offer will not be considered. The Price is firm and fixed.

Taxes and Duties

1. CGST/SGST/UTGST/IGST (whichever is applicable) shall not be included in the lump sum quote, but indicated (both percentage of tax applicable & amount on which it is applicable) separately in schedule of prices.

2. It is the responsibility of the contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Contractor is to indicate the proper GSTN Registration/ HSN code in their tax invoices.

Statutory Variation

1. Statutory variation for CGST/SGST/UGST/IGST is applicable, provided the actual completion of services does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty). For variation after the agreed completion periods, the service provider alone shall bear the impact for the upwards revisions.
2. For downward revisions, the Department shall be given the benefit of reduction in CGST/SGST/UGST/IGST.

Income Tax:

1. Income tax at the prevailing rate as applicable and if applicable from time to time shall be deducted from the contractor's bills as per Income Tax Act and TDS certificate shall be issued.

Packing & Forwarding:

The tenderer will be held responsible for the stores being sufficiently and properly packed for transportation by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expenses of the contractor.

Performance Guarantee & Security Deposit:

Performance bank guarantee @ 3% on the total work order value shall be submitted by the vendor to the Department (BRIT). Performance bank guarantee shall be in the form of demand draft/ pay order etc. issued by a scheduled commercial bank or guarantee Bonds(BG) of any scheduled commercial bank or the state bank of India in accordance with the prescribed form payable in favour of **Pay and accounts officer, BRIT**. The PBG Shall be submitted within 15 days. In case PBG is not submitted within stipulated time Penalty@ 0.1% per day on the PBG amount will be recovered from the party till the date of submission of PBG. PBG shall be valid up to the stipulated date of completion of work + 60 days beyond that. PBG will be released after success full completion of above mentioned work.

The security deposit @2.5% of work order value is payable by the bidder to the department which will be adjusted through the final bill. It can be released after successful completion of 12 months from the date of completion of work i, e after defect liability period/Guarantee period.

Liquidated Damage:

Time is the essence of the order. If the supplier's defined scope of work is not made by the end of delivery period, liquidated damage will be levied @ 0.5% per week or part there of subject to maximum of 10% of value of contract.

Guarantee:

The Bidder shall guarantee that the equipment furnished by him are in conformance with the requirement of the specifications. All components covered by the work order shall be free from defects in materials or workmanship for a period of twelve months from the date of acceptance by user.

Payment:

The payment will be made on production of satisfactory completion Report of the work from the competent authority. Bill should be submitted in triplicate in favour of PAO-BRIT along with bank details, pre stamped receipt, PAN number, GST number of Company/Agency as well as BRIT shall be printed on bill.

The payment by means of NEFT/RTGS system will be made after deduction of TDS under GST or any tax applicable at the time of payment.

Force Majeure:

If a part or whole work covered under this agreement be delayed due to reasons of Force Majeure which shall include legal lockouts, strikes, riots, civil commotion, fire accident, quarantines, pandemic, acts of God and Government, embargoes, the completion period for work, equipment referred to in this agreement shall

be extended by a period not in excess of the duration of such Force Majeure. The occurrence shall be notified by either party within reasonable time.

Tenderer's responsibility:

The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by the tenderer implies that he has read this notice & all other contract documents, and has made himself aware of the scope & specifications of the work to be done and local conditions and factors having a bearing on the execution of the work.

Tender documents & signing of the contract:

The notice inviting tender shall form a part of the contract document. The successful tenderer / contractor on acceptance of his tender by the accepting authority, shall within 15 days from the stipulated date of start of work, sign the contract consisting of the notice inviting tender, all the documents including all conditions, specifications and drawings, if any, forms the tender as issued at the time of invitation of the tender and acceptance thereof together with any correspondence leading thereto.

Arbitration:

1. In the event of any question, dispute or difference arising under these conditions of any condition in the work order or in connection with this contract, (except as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to the sole arbitration of the head of the work order issuing office or of some other person appointed by him. The arbitration shall be conducted with in India as per Arbitration & Conciliation Act 1996 and the applicable language shall be English. The arbitrator may be a retired judge or a government servant or any other responsible person, that he had to deal with matter to which the contract is related or that in the course of his duties, he has expressed views on all or any of the matters in dispute or differences. The award of the arbitrator shall be final and binding on the parties of this contract.

- A) If the arbitrator being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in office either to proceed with the reference himself, or to appoint another person as arbitrator In the event of his being unwilling or unable to act for any reason, it shall be lawful for the head of the work order issuing office to appoint another as arbitrator.
- B) If the arbitrator be a person appointed by the head of the work order issuing office in the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason, it shall be lawful for the head of the purchase office either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator.
- C) Subject as aforesaid, the Indian Arbitration and Conciliation act, 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. The arbitrator shall have the power to the extent with the consent of the user and the contractor the time making and publishing the award.
- D) The venue of arbitration shall be place as the user in his absolute discretion may determine. Work under the work order shall, if reasonably possible, continue during arbitration proceedings.
- E) In case order is concluded on the public sector undertakings; the following arbitration clause will be applicable.
- F) In the event of any dispute or difference relating to the interpretation and application of the provisions of contracts, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrator in the department of public enterprises to be nominated by the secretary to the government if India in charge of the Bureau of Public Enterprises.
- G) The Indian Arbitration and conciliation Act, 1996 shall not be applicable to the arbitration under this clause.
- H) The award of the arbitrator shall be binding upon the parties provided; however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the law secretary, department of legal affairs, ministry of law & Justice, Government of India. Upon such additional secretary when so authorized by the law secretary whose decision shall bind the parties finally and conclusively.
- I) The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

Canvassing:

Either directly or indirectly, in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection. The bidder should note the terms 'municipal corporation, electricity boards etc. indicated in this tender shall also represent the local statutory authority/ state government/ union territory etc, for works at different station.

Confidentiality Clause:

Vendor or his employees are not allowed to disclose any information to any third party concerning the matter under this contract. Vendor or his employees shall not use Departments name for any publicity through any media without the prior written approval from the department. Any contravention of the above mentioned provision by the Vendor or his employees will invite penal consequences under section 18 of the Atomic Energy Act 1962 and "Official Secret" under section 5 of the official secrets act 1932.

Signature of the officer inviting tender
For and on behalf of the President

CHECK LIST FOR BID QUALIFICATION CRITERIA

Name of the Contractor:-M/s _____

Address: _____

Tel/Mobile No. _____

Represented by:- _____ Signature:- _____

List of documents attached	Yes	No	Remarks
a) Request Letter			
b) Experience Certificate (at least 5 yrs) in having executed contracts for Variable Frequency Drive based electrical overhauling of EOT cranes.			
c) Certificate for successful execution of overhauling, installation, maintenance, Testing and commissioning of electrical system with Variable Frequency Drive for at least 3 numbers EOT crane/ hoist in/PSU/Government sector.			
d) List of similar works carried out in last Seven years ending with 31.12.2020 (Similar works shall mean "Supply, installation, maintenance, commissioning and testing of electrical system of EOT crane") . Note: I) 3 similar works completed costing not less than Rs 8,68,000/- each; or II) 2 similar works completed costing not less than Rs 13,02,000/- each; Or III) 1 similar works completed costing not less than Rs 17,36,000/-			
e) Annual turnover of last 3 years (should be at least 100% of the estimated cost).			
f) GST no. and PAN no.			
g) ITR/ TDS certificate with audited Profit & Loss statement for last five years ending 31st March 2020.			
h) Firm establishment certificate/ company registration and nature of work.			
i) Completion Certificates from the clients.			

j) Performance certificate.			
k) Bank Solvency certificate (Minimum 8.68 Lakhs)			
l) List of value, and work order copies of total projects under execution.			
m) Organization structure and organization chart.			
n) List of technical and administrative staff available.			
o) List of construction plant and machinery			
Approved/Not approved for issuing of tender documents			
If approved, Cash receipt No:-	Date		for Rs. 1000/-