



भारत सरकार / GOVERNMENT OF INDIA
भाभा परमाणु अनुसंधान केन्द्र / BHABHA ATOMIC RESEARCH CENTRE
(आयुर्विज्ञान प्रभाग / MEDICAL DIVISION)
अस्पताल प्रशासन / HOSPITAL ADMINISTRATION

Ref: MD/HA/16(1)/2022/ **I/24317/2022**

Jun 9, 2022.

SECTION I: NIT

**NOTICE INVITING e-TENDER
(Public e-Tender)**

- Online bids are invited under Two Bid System 'TECHNICAL BID & FINANCIAL BID' from reputed and experienced firms / contractors under Public Tender System for and on behalf of the President of India by Head, Medical Division, BARC Hospital, Anushaktinagar, Mumbai - 400 094 for **"Empanelment of Local Chemist for supply of Medicines to BARC Hospital in Emergency"**. The eligibility criteria and experience will be as per the terms and conditions of the Tender document.
- Two Part e-Tenders are invited from reputed Chemists / Druggists in the surrounding areas approx, within 10 kms. Radius of Anushakti Nagar, Mumbai, for the following work as detailed below :-

1.	Name of work	"Empanelment of Local Chemist for supply of Medicines to BARC Hospital in Emergency"
2.	Location of work	BARC Hospital, Anushakti Nagar, Mumbai-400 094
3.	Approximate procurement value of the medicines from Chemists/ Druggists	Rs. 8,00,00,000/- (Rupees Eight Crores only).
4.	Maximum limit on each occasion	Rs. 50,000/- for each requisition.
5.	Period of contract	Two (02) Years
6.	Tender Processing fee	NIL
7.	Earnest Money Deposit	EMD @ 2% i.e. Rs. 16,00,000/- (Rupees Sixteen Lakh only) in the form of DD/Banker's Cheque / Pay Order, issued by a Nationalized Bank, in favour of "Accounts Officer, BARC"
8.	Performance Security	3% of tendered value in the form of Demand Draft or Banker's Cheque in favour of Accounts Officer, BARC.
9.	Security Deposit	2.5% of tendered (work order) value
10.	Dates of availability of Tender Documents for download	From 10/06/2022 (10:30 Hrs.) to 28/06/2022 (15:00 Hrs.) on website http://eprocure.gov.in . Detailed NIT is also available on www.barc.gov.in for view only.
11.	Pre-bid clarification	The bidders are requested to send their Pre-bid queries by e-mail not later than 28/06/2022 up to 16:00 Hrs. The Pre-bid clarifications, if any will be uploaded in http://eprocure.gov.in website by 01/07/2022 up to 17:00 Hrs.
12.	Last Date / Time of closing of online submission of bids.	05/07/2022 upto 18.00 hrs.
13.	Date and Time of Online Opening of Technical Bid	06/07/2022 at 15:00 Hrs.
14.	Opening of Financial bid	Will be intimated later to technically qualified bidders.

Note: All the documents should first be self attested by the authorized signatory of the bidder and then should be scanned and uploaded while submitting the e- tender as mentioned below.

INSTRUCTION FOR ONLINE SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link **"Online bidder Enrollment"** on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC/ e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other key words etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/XLS/RAA/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "MySpace" or "Other Important Documents" area available to them to upload such

documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log in to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help desk.

SECTION II: SCOPE OF WORK AND TERMS & CONDITIONS OF THE TENDER.

1. SCOPE OF WORK:

Medical Division, Bhabha Atomic Research Centre is providing health care facility under Contributory Health Service Scheme (CHSS) to DAE employees and their families. The total population of the CHSS beneficiaries, both including inpatient and outpatient, is around 80 (eighty) thousand. BARC Hospital (BARCH), which is a 390 bedded multi-specialty Hospital, procures crucial life saving drugs and medicines through Directorate of Purchase & Stores. The required stock of fast moving drugs is maintained at Zonal Stores, BARCH.

BARCH proposes to procure life saving / emergency & scheduled medicines which are not available in BARCH Zonal Stores, from the empanelled Chemists /Druggists on parallel contract basis.

The empanelled chemist will supply the medicines / drugs at the agreed uniform rate of discount on MRP (inclusive of all taxes) in the stipulated time against the requisition(s) issued by the authorized officer of BARCH.

2. ELIGIBILITY CRITERIA :

- 2.1 The bidder should have their own outlet / chemist shop within a radius of 10 kms from BARC Hospital, Anushakti Nagar, Mumbai.
- 2.2 The bidder(s) should have valid license issued by Food & Drugs Administration, Mumbai.
- 2.3 The chemist shop should be registered under Mumbai Shop & Establishment Act under 1948.
- 2.4 The bidder(s) should submit list of number of chemist shops/Outlets, if any within Mumbai.
- 2.5 The bidding Chemist/ Pharmacy/Agency should have established pharmacy shop for at least five consecutive years at Mumbai/Thane/Navi Mumbai. (Enclose Certificate of Incorporation/Registration of pharmacy/Chemist/Firm).
- 2.6 The bidder should submit latest 'Bank Solvency Certificate' of value not less than 40% of the estimated cost i.e. Rs. 3.20 Cr (Rupees Three Crores and Twenty Lacs Only) from Nationalised Bank issued not earlier than one year from the date of issue of this enquiry.
- 2.7 The Bidder should have annual financial turnover of Rs. 2 Crores and above. He should produce necessary documentary evidence from Chartered Accountant.
- 2.8 The bidder should not have incurred any loss in more than two years during last five years ending on 31st March 2021. Submit a certificate from Chartered Accountant.
- 2.9 Income Tax Returns for the last 3 years i.e. (2018-19), (2019-2020) (2020 - 2021) ending on 31.03.2021.
- 2.10 The bidder and its responsible persons should not have been barred/blacklisted in any Government department/institution under the provisions of applicable laws. The firm shall submit undertaking on the company's letterhead regarding bidder/firm has not been barred/blacklisted under any applicable law or under any authority in any Government Department/Institution(s).
- 2.11 The bidder Chemist must not have been convicted by the Food & Drugs Administration, Mumbai or by the State drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules against him and he should submit 'Non Conviction Certificate' from the Food & Drugs Administration, Mumbai or State Drug Controller or any other authorities empowered in this behalf.
- 2.12 Copies of relevant documents in respect of above criteria should be scanned and uploaded by the bidder.

3 EARNEST MONEY DEPOSIT (E.M.D.)

- 4.1 The bidder has to submit EMD @ 2% of estimated cost of the work i.e. Rs. 16,00,000/- (Sixteen Lakh Only) in the form of Demand Draft / Banker's Cheque / FDR issued by a Scheduled Bank, drawn in favour of "Accounts Officer, BARC".
- 4.2 The bidder should submit EMD as mentioned above in separate envelope duly super scribed as "Earnest Money Deposit" along with technical bid documents.
- 4.3 Any bids received without the requisite EMD are liable to be summarily rejected.
- 4.4 It is the responsibility of the bidder to submit the EMD (Original Hard Copy) duly sealed and send to the "Office of Assistant Personnel Officer, Hospital Assistant Personnel Officer , Hospital Administration Office, F-441, Annex. Building, 4th floor, Medical Division, BARC Hospital, Anushaktinagar, Mumbai – 400094 on or before prescribed time and date of submission.
- 4.5 The bidder may indicate the name of the firm at back side of Demand Draft / Banker's Cheque submitted as EMD.
- 4.6 The EMD shall valid for a period of 90 days and shall not earn any interest.
- 4.7 In case contractor fails to commence the work the EMD submitted shall be forfeited.
- 4.8 The earnest money of the unsuccessful bidders will be returned to them after expiry of the final bid validity or before the 30th days after the award of the contract. However, the bid securities of unsuccessful bidders during first state i.e. during technical evaluation will be returned to them within 30 days of declaration of result of first stage (i.e. technical evaluation etc.)

- 4.9 The EMD of the successful bidder shall be returned after furnishing the performance bank guarantee @ 3% of the tendered amount by the bidder whose tender has been accepted.

4 PERFORMANCE SECURITY (3%)

- 4.10 The bidder, whose bid is accepted, will be required to furnish irrevocable Performance Security of 3% of the tendered amount upfront prior to award of the work order in addition to other deposits mentioned elsewhere in the contract for his proper performance as per contract.
- 4.11 The Performance Security 3% of the tendered amount shall be submitted in the form of Deposit at Demand Draft / Bankers Cheque, Fixed Deposit Receipt (FDR) or Guarantee Bonds of any Scheduled Bank or Fixed Deposit Receipt (FDR) or Guarantee Bonds of any Nationalized Bank. The above should be submitted in favour of 'Accounts Officer, BARC' as Performance Security within 10 days from the date of issue of Work Order.
- 4.12 The Performance Security shall be for a minimum period of 30 months.
- 4.13 Performance Security will be discharged after completion of Contractor's performance obligations under the contract or after one month of completion of the contract, whichever is later.
- 4.14 The Performance Security Deposit is liable to be forfeited during the period of contract, in case of breach of any terms and conditions of the contract by the contractor or failure to provide any services under the contract or loss resulting from the contractor's action or failure and breach of obligation under the contract.
- 4.15 In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
- 4.16 In case the time for completion of work gets enlarged, the contractor shall get the validity of performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

5 SECURITY DEPOSIT (2.5%)

- 5.2 Security Deposit @ 2.5% of the work value will be collected by deduction @ 2.5% of the monthly bills of the Contractors.
- 5.3 The Security Deposit will be returned after 90 days of the expiry of the Contract Agreement.

6 FILLING-UP OF FINANCIAL BID :

All rates shall be quoted on the tender form by the tenderer in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figures and in words. The amount for each item should be worked out and requisite totals given. However,

- 6.2 The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.
- 6.3 If a discrepancy is found, the rates which correspond with the amount worked out by the bidder shall, unless otherwise proved, be taken as correct.
- 6.4 If the amount of an item is not worked out by the bidder, or it does not correspond with the rate written either in figures or in words, then the rates quoted by the bidder in words shall be taken as correct.
- 6.5 Where the rate quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rate quoted by the bidder will, unless otherwise proved, be taken as correct and not the amount.
- 6.6 In case no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the bidder has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

7 SUBMISSION OF TENDER & OPENING:

Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications. A copy of Technical Bid only (properly sealed) in envelope in the name of Administrative Officer – III, BARC Hospital having clearly superscribed tender for **"Empanelment of Local Chemist for supply of Medicines to BARC Hospital in Emergency"** Tender Notice No. and Last date of Submission of Tender should be sent to the Office of Assistant Personnel Officer, Hospital Administration, F-541, 4th Floor, BARC Hospital, Anushaktinagar, Mumbai 400094 on or before the date & time of submission of bid as mentioned in table at Page 1. The Tender is to be on printed letterhead which should consist of PAN number of the firm, GST registration number etc.

- 8 **PERIOD OF VALIDITY OF BIDS:** The Bids shall be valid for acceptance for 180 (one hundred eighty) days after the date of bid opening prescribed by the BARC and shall be further extendable as and when required by BARC.
- 9 **PERIOD OF CONTRACT:**
- 9.2 Contract will be valid for a period of Two (02) years.
 - 9.3 The Contract may be further extended by another one year or by such period till an alternate arrangement is made on same rates, terms & conditions of the contract under mutual consent of both the parties.
- 10 **ONE BID PER BIDDER:** Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium submit more than one bid, the bids are liable to be rejected.
- 11 **COST OF BIDDING:** Prospective bidder Chemist shall bear all the costs associated with the preparation and submission of the e-bid. BARC in no case will be responsible or liable for these costs regardless of conduct or outcome of the Tender process.
- 12 **The maximum discount offered** on the Maximum Retail Price (MRP) quoted by the bidder should be in words as well as in figures. All corrections must be attested by the dated initials of the bidder. Quotation is to be on printed letterhead, which should consist of GST Registration Number, PAN Number etc. **Quotation that is submitted in computer generated form without the signature and seal/stamp of the firm is construed as invalid and rejected.**
- 13 **AMENDMENT OF TENDER DOCUMENT:**
- 13.2 At any time prior to the last date for receipt of bids, BARC 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 before the date of opening of technical bid.
 - 13.3 The amendment, if any will be notified / published on e-tendering portal i.e. <https://eprocure.gov.in/eprocure/app>.
 - 13.4 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.
- 14 **ACCEPTANCE/REJECTION OF TENDER :**
- 14.2 The Competent Authority, on behalf of 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 the tenders received, without assignment of any reason.
 - 14.3 All tenders, in which any of the prescribed condition is not fulfilled or any condition, including that of conditional rebates is put forth by tenderer, shall be summarily rejected.
- 15 **BID OPENING (2 PARTS) :**
- 15.2 On the due date and time, the Employer or authorized representative shall first open all the **Technical Bids** online.
 - 15.3 In the event of the specified date for bid opening being declared holiday, the online bids will be opened at the appointed time on the next working day.
 - 15.4 If any bid contains any deviation from the Bid Document, then the Bid will be rejected.
 - 15.5 Upon evaluation of technical bid as per the criteria described under **Clause 2** i.e. Eligibility Criteria or any other clause in this tender document; the financial bids of only such Bidders shall be fit to be opened who meet the minimum technical requirement.
 - 15.6 All financial bids which are to be opened after technical evaluation shall be opened at later date about which all concerned bidders shall be notified accordingly.
 - 15.7 All valid **Financial Bids** shall be opened online on the notified date and time after evaluation of Technical Bids by the Departmental Technical Evaluation Committee.
 - 15.8 The Bidder's name, the Bid price, the total amount of each Bid, any discounts, Bid modifications and withdrawals and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening.
- 16 The Competent Authority, on behalf of the President of India, reserves to himself the right to accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
- 17 **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS :**
- 17.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid :
 - a) meets the eligibility criteria & is complete in all respects.

- b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter-alia include a provision to bind the Bidder to settlement of disputes clause.
- c) is accompanied by the required Bid security and
- d) is responsive to the requirements of the Bidding documents

17.2 A responsive Bid is one that conforms to all the terms, conditions and specification of the Bidding Document, without material deviation or reservation. A material deviation or reservation is one :

- a) which affects in any substantial way the scope, quality or performance of the Works
- b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract or
- c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

17.3 The technical bids will be scrutinized on the basis of basic eligibility criteria and other and other parameters mentioned in the tender document tender document.

17.4 If a Bid is not substantially responsive, it will be rejected by BARCH, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

18 AWARD CRITERIA :-

18.1 **Technical Bid Evaluation** : A duly constituted **Technical Evaluation Committee** will shortlist Technical Bids on the basis of the prescribed technical parameters as indicated under **Clause 2** i.e. Eligibility Criteria and other parameters mentioned in the tender document. The names of only technically short listed vendors will be informed whose bids will qualify for opening the Financial Bids.

18.2 **Financial Bid Evaluation** : A duly constituted Tender Evaluation Committee will evaluate the bids on the basis of criteria set out at **Clause 2** i.e. Eligibility Criteria. The work will be awarded to such bidder/bidders whose bid is found to be responsive and who possess requisite experience and has offered **maximum discount on Maximum Retail Price (MRP) (which is printed on the packing/flaps/ bottles)**, in the financial bid form. In case if it is found that the rates offered are ambiguous / arbitrary; the same are liable to be rejected.

18.3 The Client reserve the right to award work to multiple bidders at uniform rate. Other bidders whose bids are ranked below the lowest bid may be panelled at the discretion of employer.

19 **JURISDICTION** : In case of any dispute arising on the above contract, the Courts in Mumbai will have the sole jurisdiction to hear the case.

20 **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

SECTION III: GENERAL CONDITIONS

1. **PARALLEL CONTRACT** : BARC reserves the right to conclude parallel contract with more than one supplier for identical drugs and medicines during the currency of the contract.
2. **DELIVERY SCHEDULE FOR SUPPLY OF DRUGS AND MEDICINES AT HOSPITAL** : The Life Saving Drugs / Scheduled Medicines need to be supplied within **2 hours** in case of emergency from the time requisition is placed. Other drugs should to be supplied within 24 hours. In the event of non compliance a penalty of Rs. 2000/- per prescription will be levied.
3. **DELIVERY TERMS AND PLACE OF DELIVERY** :
 - 3.1 The supplier shall arrange to deliver the medicines to the Indenter/Doctor concerned, to be authorized for this purpose, who shall in turn receive the material and forward all the relevant documents to ASO, Hospital Zonal Stores to regularize the transactions against the contract.
 - 3.2 If the supply is not made within the time specified in the requisition, then the Purchaser reserves the right to procure the drugs of similar nature from other local chemist and the extra expenditure incurred will be recovered @ 2% of medicine value from the Chemist along with administrative cost.
 - 3.3 The supplier must always keep a reasonable quantity to ensure to supply within the scheduled time prescribed above.
 - 3.4 No substitute medicine (**other than the prescribed medicine**) of any kind will be accepted without proper authorization.
 - 3.5 Drugs and medicines from the latest single batch having three years shelf life or the maximum shelf life specified by the manufacturer should be supplied.
 - 3.6 In case of a particular brand requisitioned by BARC is not available, alternate brand can be supplied on confirmation from Pharmacist, Zonal Stores / Indenter / Doctor concerned.

4. **PERIOD UPTO WHICH SUPPLY ORDERS WILL BE PLACED:** Supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honoured in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of medicines.
5. **CERTIFICATE OF AUTHENTICITY OF DRUGS :** The items to be supplied shall be as per the formulations/standard approved/specified by the Drug Control Act and Food & Drug Control Administration Regulation or as per the regulation of any such statutory authorities. The contractor shall be held responsible for the consequence of supplying any sub-standard or spurious and adulterated drugs and medicines not conforming to such Regulation Act. The Firm/ Company will comply with the provisions of Drugs and Cosmetics Act, 1940 and other relevant Act / Rules.
6. **LICENSE :** The Chemist/Pharmacist should have valid license issued by Food & Drugs Administration, Mumbai. The tenderers should furnish a certified copy of such license. The successful bidder will further ensure that their licenses remain valid till the end of contract period. Under any circumstances, if the licenses for executing business is cancelled/ suspended by any authority of State Government or Food & Drugs Administration, the contract will be terminated automatically and Security will be forfeited.
7. **REGISTRATION :** The chemist shop should be registered under Mumbai Shop & Establishment Act under 1948, a copy of which also needs to be produced.
8. **GST :** Self attested copy of GST Registration number to be produced.
9. **PAN CARD DETAILS :** Self attested copy of PAN card under Income Tax Act to be produced.
10. **FALL CLAUSE :** It is a condition of this tender that the price charged for the tendered items to be supplied by the contractor shall in no way exceed the lowest price at which the contractor sell the stores of same brand to any other person/organization during the currency of the contract. If at any time during the currency of the contract, the contractor reduces the sale price of such stores or sells such stores to any other person/organization at a price lower than the prices chargeable under the contract, he shall forthwith notify such reduction of sale to the ASO, Hospital Zonal Stores, BARC Hospital and price agreed to under the contract for the items supplied after the date of coming into force of such reduction/sale shall stand correspondingly reduced.
11. **PAYMENT TERMS :**
 - 11.1 Payment can be released to the supplier based on the approval of Head, Medical Division BARC Hospital, within 90 days after submission of bill. The bills shall be submitted by the Chemist on weekly/ fortnightly basis to Administrative Officer-III, BARC Hospital for arranging payment.
 - 11.2 If as a result of post payment audit or otherwise any overpayment is detected in respect of any work done by the Pharmacy or alleged to have been done by the Pharmacy under the Agreement, it shall be recovered by the Department from the Chemist/Supplier.
 - 11.3 The empanelled Chemist(s) will be paid on Maximum Retail Price (M.R.P.) minus discount and no GST or any other levy/ tax will be paid separately, which has to be borne by the empanelled Chemist(s).
12. **PENALTY:** Some of the instances in which penalty would be imposed for each such occasion are enumerated below. These are not exhaustive and penalty may be imposed on any violation/breach/contravention of any of the Terms and Conditions as well as assigned duties and responsibilities, and the decision of the Head, Medical Division will be final and binding on the empanelled Chemist/Firm :
 - 12.1 In case the empanelled Chemist fails to supply the ordered items in time and BARC Hospital is forced to purchase the same from the local market, the differences in cost of such purchased item shall be borne by the Empanelled Chemist. Such difference of amount shall be deducted from the bill of the empanelled Chemist.
 - 12.2 In case of non-execution of work properly/ under performance / withdrawal of service without giving a notice period of 3 months in advance, loss caused to the Department will be recovered from the Security Deposit and/or Performance Guarantee and/or Monthly Bills of the Chemist/ Firm and the defaulter Chemist/ Firm will be **black** listed for a period which competent authority may deem fit and his SD / PBG shall also be forfeited. Competent Authority's decision in this regard will be final and binding on the Contractor.
13. **RIGHT TO TERMINATE THE CONTRACT :**
 - 13.1 BARC reserves the right to terminate the contract before its expiry, by giving one month notice to the contractor without assigning any reason thereof.
 - 13.2 The BARC Hospital reserves the right to place a contract with any bidder for any item and for any quantity of their choice, and place a parallel contract with more than one Chemist and also reserves the right to accept or reject the lowest or any bid in part or full without assigning any reasons thereof.

- 13.3 The contractor will be responsible for all the claims for damages and liabilities, which may arise due to failure to comply with the above conditions.
- 13.4 In case any legal dispute between the two parties of the contract, Director, BARC or his nominee shall act as the Arbitrator and his decision shall be binding on both the parties.
- 13.5 In case any legal dispute arises on the Arbitration Award, the legal jurisdiction of the court is within Mumbai.
- 13.6 The contractor shall not part with any information relating to contract of incidental there to third parties, except where needed for the performance of the contract with prior consent of BARC. In such a case, the party shall ensure and obtain similar obligation of confidence from third parties in question.

14. CONFIDENTIALITY :

- 14.1 The Service Provider and their personnel shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contract, Client's business or operations without the prior written **consent** of the Client.
- 14.2 The Service Provider and their personnel shall not, either during the term or after expiration of this Contract, use the name or the logo of the Client except and to the extent authorized by client. The Service Provider and their personnel shall not **misuse** or disclose any confidential information, which they come to know during the currency of this contract. The Service Provider shall be liable to fully recompense the Client for any loss of revenue arising from breach of confidentiality.
- 14.3 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, adviser or the employees engaged by a party with equal force.
- 14.4 "Restricted information" categories under Section 19 of the Atomic Energy Act, 1962 and "Official Secrets" under Section 5 of the Official Secrets Act, 1923 : Any contravention of the above-mentioned provision by any Contractor, sub-Contractor, consultant, adviser or the employees of a Contractor will invite penal consequences under the aforesaid legislation.
- 14.5 Prohibition against use of BARC'S name without permission for publicity purposes : The Contractor of sub-Contractor, consultant, adviser or the employees engaged by the Contractor shall not use BARC's name for any publicity purpose through any public media like Press, Radio, TV or Internet without the prior written approval of BARC.
- 14.6 The Contractor shall ensure that its personnel shall not at any time, without the consent of the Hospital/Department in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by the Hospital/Department and shall not disclose to any information about the affairs of Hospital/Department. This clause does not apply to the information, which becomes public knowledge.

15. FRAUD AND CORRUPT PRACTICES:

- 15.1 The Company/ Firm and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, BARC may reject an application without being liable in any manner whatsoever to the Company if it determines that the Company has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 15.2 Without prejudice to the rights of BARC under Clause hereinabove, if a Company is found by the BARC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the BARC during a period of 2 years from the date such Company is found by BARC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.
- 15.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the work or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the work;
 - (b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;
 - (d) "Collusive Practice" means a scheme or arrangement between two or more bidders, with or

- (e) without the knowledge of the borrower, designed to establish bid prices at artificial, noncompetitive levels.
- (f) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (g) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

15 INDEMNITIES

- (i) The Contractor shall at all times hold the Department harmless and keep indemnified against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the Department, its officers, and employees and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the Department may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents.
- (ii) In addition the Contractor shall reimburse the Department or pay to the Department forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be against the Department arising out of or incidental to or in connection with the operation covered the contract. The Contractor shall at his own cost at the Department's request defend any suit or proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the Department.


16 SUMMARY TERMINATION OF BID DUE TO SUBMISSION OF FALSE DOCUMENTS

- (i) Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.
- (ii) In case, the information / document furnished by the Contractor forming basis of evaluation of his bid is found to be false / forged after the award of the contract, BARC shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Contractor without any prejudice to other rights available to BARC under the contract such as forfeiture of Security Deposit, withholding of payment etc.
- (iii) In case this issue of submission of false document comes to the notice after execution of work, BARC shall have full right to forfeit any amount due to the Contractor along with forfeiture of Security Deposit furnished by the Contractor. Further, such Contractor / bidder shall be blacklisted for future business with BARC.

17 COMMITMENTS AND UNDERTAKINGS BY THE BIDDER/CONTRACTOR

The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution :

- (i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.


(Anirban Bhattacharya)
Administrative Officer-III

For on behalf of President of India

TENDER ACCEPTANCE LETTER (To be given on Firm/Company Letter Head)

To,

Date:

Administrative Officer-III
BARC Hospital
Anushaktinagar, Mumbai 400 094

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above-mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

TECHNICAL BID DOCUMENT

FORMAT TO BE FILLED BY THE AUTHORIZED BIDDERS/FIRMS FOR SUBMITTING TENDER FOR

“Empanelment of Local Chemist for supply of Medicines to BARC Hospital in Emergency”

Ref.:Tender No.:MD/HA/16(1)/2022/

Dated :

I/ We, the undersigned, hereby offer to **“Empanelment of Local Chemist for supply of Medicines to BARC Hospital in Emergency”** in conformity with the clauses/terms and conditions of Agreement and specifications of work.

Sr. No.	Information to be submitted	Particulars
1.	<p>a. Name of the Organization/Firm, location of Head Office with complete address with Telephone /Fax no and e-mail address.</p> <p>b. The Regional/Zonal Office with complete address with Telephone /Fax no and email address.</p> <p>Note : In case of Partnership, Copy of Certificate of Incorporation shall be attached. (Provide Details on Letter-Head)</p>	
2.	Year of Establishment of the firm	
3.	Shop and Establishment Registration No.	
4.	Permanent Account No. of the firm issued by the Dept. of Income Tax.	
5.	GST Registration No.	
6.	Details of Authorized person of the Chemist/Pharmacy/Agency to deal with	Name : Designation : Mobile No.:
7.	Locality name indicating the distance (in kms) of its shop/outlet from BARC Hospital.	<p>a. Name of Locality :</p> <p>b. Address of the Regd.Agency/Shop/Outlet:</p> <p>c. Name and distance (in kms) of the Location that is nearest to BARC Hospital:</p>
8.	Drug License & Registration certificate (To be attached).	
9.	The pharmacy should have the experience for the last 5 years in similar field as on the tender submission deadline. (Clause 2.5 of Eligibility Criteria).	
10.	Latest Bank Solvency Certificate of Rs. 3.20 cr shall be attached. (Certificate to be attached as per Clause 2.6 of Eligibility Criteria).	
11.	The average annual financial turnover of bidder should not be less than Rs. 2 Cr., during the last three years ending 31st March 2021. (Details/Certificate to be attached. –Clause 2.7 of Eligibility Criteria)	
12.	Copy of Acknowledgement on Income Tax Returns filed during the last three years as on 31.03.2021.	

13.	The bidder should not have incurred any loss in more than two years during last five years ending 31st March 2021. (Certificate to be attached. - Clause 2.8 of Eligibility Criteria)	
14.	The pharmacy must not have been convicted by any Drugs Control Authority under the Drugs and Cosmetic Act and Rules, during the last five years. (Certificate to be attached- Clause 2.11 of Eligibility Criteria).	
15.	Copy of PAN Card and GST Registration Certificate	
16.	Is any of your relatives is working in Dept. of Atomic Energy ? If yes, furnish details.	Name : Designation : Unit :

Certified that all above information are correct to the best of my/our knowledge and belief.

I also certify that I have understood all the terms and conditions indicated in the Tender document and in agreeing for the same, I am signing this document as an authorized signatory in the capacity of

Seal and Signature of Bidder

NOTE :

1. Price bid of the technically qualified company/firm will only be opened.
2. Attach all relevant documents duly signed and sealed.

FORMAT OF FINANCIAL BID

Name of the Service : **"Empanelment of Local Chemist for supply of Medicines to BARC Hospital in Emergency".**

NIT No./Date : BARC/MD/HA/16(1)/2022/1124317/2022 dated. 9/06/2022

The Maximum Discount offered on Maximum Retail Price (MRP) as per NIT is as follows:

Maximum Discount offered on MRP	In figures	In words
	%	

Note:

1. Incomplete, ambiguous and/or arbitrary bid is liable to be rejected.
2. No other taxes or charges, including GST, shall be levied on the discount quoted above.

UNDERTAKING

I/We have read and understood all the Clauses, Terms and Conditions of the NIT and am/are ready to undertake the contract.

In case of failing to provide desired service to the satisfaction of the department, I/we will be liable to pay the Penalty as per NIT.

Signature of Bidder.....

Name of Bidder.....

Rubber Stamp and Seal

Address :

Place :

Date :

BIO-DATA OF THE BIDDER
(To be submitted on Bidder's Letter Head)

PHOTO

Name of the Person : _____

Father's Name : _____

Age / Date of Birth : _____

Gender : _____ Religion : _____

Contact No.: (R) _____ Mobile : _____

e-mail : _____

Local Address : _____

Permanent Address : _____

Bank Details : A/C No.: _____

Bank Name : _____

Branch Address : _____

Police Verification : Yes / No

Signature of Contractor with Stamp

Letter of Authority
(To be signed by the Head of the firm)

"Empanelment of Local Chemist for supply of Medicines to BARC Hospital in Emergency"

Shri/Smt./Ms..... working as in (Name of the Chemist/Pharmacy/Agency) has been authorized to sign the Tender Document No..... for the Empanelment of Chemists for Supply **"Empanelment of Local Chemist for supply of Medicines to BARC Hospital in Emergency"**, on our behalf. He /She is also authorized to conclude the AGREEMENT and take decisions whatever is necessary in connection with this tender. The specimen signature of Shri/Smt./Ms..... (Name of the Authorized person) are given below and duly attested by us.

Specimen Signature of Shri/ Smt./Ms.....

Attested by:

Signature:

Name of the partner/ proprietor of pharmacy with stamp

CERTIFICATE

(PERFORMA FOR NO NEAR RELATIVE (S) OF THE BIDDER WORKING IN DEPARTMENT OF ATOMIC ENERGY)

I S/o.....
 R/o

- Hereby certify that my relative (s) as defined in the tender document is/are employed in Bhabha Atomic Research Centre, Department of Atomic Energy as per detail given below.

	Name	Designation	Unit/Place
i)			
ii)			
iii)			

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in Bhabha Atomic Research Centre, Department of Atomic Energy.

In case at any stage, it is found that the information given by me is false/incorrect, BARC Hospital, Medical Division, Mumbai shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the Bidder with seal

The near relative (s) means:

- Members of a Hindu Undivided family;
- They are husband and wife.
- The one is related to the other in manner as father, mother, son(s) & son's wife (daughter- in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

Note :

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

(ON A STAMP PAPER OF Rs.100/- to be Notarized)
[Cost of the stamp paper to be borne by the Contractor]

UNDERTAKING

To,
Administrative Officer-III,
BARC Hospital, Anushakti Nagar,
Mumbai-400 094

Name of the Firm / Agency : _____
Title of the Tender : _____
Ref. No. of the Tender : _____
Due date : _____

Sir / Madam,

1. I / We, have read and examined the Notice Inviting Tender, Salient Governing Features of the Tender / Terms and Conditions of the Tender, Instructions to the Bidders and other documents and rules referred to and all other contents in the tender documents for the work.
2. I / We hereby declare that the firm/ pharmacy has not been convicted by any Drugs Control Authority under the Drugs and Cosmetics Act, 1940 and Rules during last five years.
3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
4. I/ We am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection/cancellation of my tender at any stage besides liabilities towards prosecution under appropriate law.
5. Each page of the tender document and papers submitted by my Company is authenticated, sealed and signed, and I take full responsibility for the entire documents submitted.
6. I / We, agree to keep the tender open for **180 days** from the last date of its submission and not to make any modifications in its terms and conditions.
7. I / We, agree to abide by this Bid for a period of **180 days** from the date fixed for Bid opening and it shall remain binding upon us before the expiry of that period.
8. I / We, hereby tender for execution of the work specified for the President of India in accordance in all respects with the specifications and instructions in writing referred to and with such materials as are provided for, by and in respects in accordance with, such conditions so far as applicable.
9. We undertake to enter into agreement within **10 days** of being called upon to do so and bear all expenses including charges for stamps etc. and agreement will be binding on us.
10. 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 reject the agreement.
11. 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 performance guarantee absolutely 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 in accordance with the provision contained in the tender document.
12. Further, I / We agree that in case of forfeiture of Performance Guarantee as aforesaid, I / We shall be debarred for participation in the re-tendering process of the work.
13. 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 therefrom / to any person other than a person to whom I / We am / are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.
14. I / We hereby agree to abide by all terms and conditions laid down in tender document.
15. This is to certify that before signing this bid, I / We have read and fully understood all the terms and conditions and instructions contained therein and undertake myself / ourselves abide by the said terms and conditions and also deemed inspected / visited the area of Bhabha Atomic Research Centre Hospital, Anushakti Nagar, Mumbai - 400 094.

(Signature of Contractor)
Postal Address with Contact No.

Dated : ____/____/2022
Place : Mumbai

Witness :
Signature
Name and Address :
Occupation :
Contact No.:

PART D: LIST OF DOCUMENTS TO BE SCANNED & UPLOADED

1. Financial Turn Over certified by CA
2. Profit & Loss statement certified by CA
- 4 Latest Bank Solvency Certificate
- 5 List of similar works completed in last 7 years indicating: i) Agency for whom executed ii) Value of Work, iii) Stipulated and actual time of completion.
- 6 List of works in Hand indicating: i) Agency ii) Value of Work, iii) Stipulated time of completion / present position.
- 7 List of Construction Plants and Machinery
- 8 List of Technical Staff
- i) Certificates:
- ii) Registration certificate, if any
- iii) Certificates of Work Experience / Performance Certificates
- iv) GST (Goods and Services Tax) Registration Certificate
- v) PAN (Permanent Account Number) Registration
- vi) EPFO registration certificate
- vii) ESIC registration certificate
- 9 Undertaking that the eligible similar work(s) have not been executed through another contractor on back to back basis.
- 10 Undertaking for having gone through the documents as per Technical Bid.
- 11 Undertaking for downloading the Pre-bid clarifications issued by the Department after close of sale of tenders as indicated in the Technical Bid.
(Scanned copy of original certificates to be uploaded)
- 12 Tender Acceptance Letter as per Annexure-I.

SUBMISSION OF BIDS

1) Bids shall be submitted online only at CPPP website :

<https://eprocure.gov.in/eprocure/app>

2) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

3) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

4) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

5) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

6) The agency shall download the pre bid clarification if any for the work and upload the same (scanned copy) duly signed and sealed. The revised documents (if any) shall be uploaded in e tender portal.

7) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the SKY BLUE coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

8) Tenderers are advised to upload their documents well in advance, to avoid last minutes rush on the server or complications in uploading. DCSEM, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.

9) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

10) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

11) Submission of the tender documents after the due date and time (including extended period) shall not be permitted.

12) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

13) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

14) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

15) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

16) Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/ amendment.

