

GOVERNMENT OF INDIA, MINISTRY OF FINANCE

Office of the Chief Controller
Govt. Opium & Alkaloid Factories
Near NSIC-Technical Centre
Block-J, Phase-III, Okhla Industrial Estate
New Delhi -110 020

TEL:91-11-20883032.

**E-AUCTION for Purchasing Noscapine BP stored at Govt. Opium & Alkaloid Works
(GOAW), Neemuch (M.P.) and Ghazipur (U.P.)**

E-AUCTION No. 03/2023 dated 14.12.2023

Period during which the E-AUCTION enquiry documents will be available on official websites www.goaf.gov.in , & www.eprocure.gov.in	From 14.12.2023 to 10.01.2024
Potential bidders can seek clarifications on E-AUCTION document up to	20.12.2023 at 1500 Hrs.
Pre-bid Conference will be held on	21.12.2023 at 1430 Hrs.
Last date of submission of EMD	10.01.2024 at 1300 Hrs.
Closing date & time for online submission of E-AUCTION bids	10.01.2024 at 1300 Hrs.
Time and date of opening of E-AUCTION bids	11.01.2024 at 1500 Hrs.
Place of receipt of EMD	Office of the Chief Controller, Govt. Opium & Alkaloid Factories, Near NSIC-Technical Centre, Block-J, Phase-III, Okhla Industrial Estate, New Delhi - 110 020
Place of opening of E-AUCTION bids	Online at www.eprocure.gov.in Office of the Chief Controller, Govt. Opium & Alkaloid Factories, Near NSIC-Technical Centre, Block-J, Phase-III, Okhla Industrial Estate, New Delhi - 110 020

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SECTION – I

NOTICE INVITING E-AUCTION THROUGH E-PROCUREMENT

E-AUCTIONNo.03/2023

Dated: 14.12.2023

For and on behalf of the President of India, Chief Controller, Govt. Opium & Alkaloid Factories, New Delhi, Dept. of Revenue, Ministry of Finance, Govt. of India, having its office at Office of the Chief Controller, Govt. Opium & Alkaloid Factories, Near NSIC-Technical Centre, Block-J, Phase-III, Okhla Industrial Estate, New Delhi -110 020 invites E-AUCTION bids valid up to 180 days from the date of opening of E-AUCTION bids, from Interested firms/parties as per instructions/conditions mentioned in Section-II and Section-III for Purchase of 5673 Kgs Kgs Noscapine B.P. stored at GOAW, Neemuch/Ghazipur. The prospective bidder can bid for the minimum quantity of 100 kg. The E-AUCTION enquiry documents will be available on official website (www.goaf.gov.in and www.eprocure.gov.in) from 14.12.2023 to 10.01.2024. The E-AUCTION bids can be submitted online up to 1300 hrs. on 10.01.2024. The E-AUCTION will be opened online at 1500 hrs. on 11.01.2024 at O/o Chief Controller, Near NSIC-Technical Centre, Block-J, Phase-III, Okhla Industrial Estate, New Delhi - 110 020.

Details of the goods and services required, eligibility and qualifications to bid and instructions on how to bid and other details are available in the E-AUCTION Document which can be downloaded from www.goaf.gov.in and www.eprocure.gov.in from 14.12.2023 to 10.01.2024. Last date of receiving clarification on E-AUCTION is 20.12.2023 upto 15.00 Hrs. The pre-bid conference will be held on 21.12.2023 at 14.30 hrs. either online and/or in the Conference Hall, O/o Chief Controller, Near NSIC-Technical Centre, Block-J, Phase-III, Okhla Industrial Estate, New Delhi -110 020.

Interested firms/parties may download the E-AUCTION enquiry documents (TED) and submit their E-AUCTION documents online at Central Public Procurement Portal website:<https://eprocure.gov.in/eprocure/app>.

Earnest Money Deposit (EMD) of Rs. 24,00,000/- (Rupees Twenty four lacs only) for full quantity of 5673 Kgs in the form of Bank Guarantee from a Scheduled Commercial bank (as per the Form-3 attached with the E-AUCTION) the form of account payee demand draft / bankers cheque, drawn on a scheduled commercial bank in India, in favour of **DDO**, GOAF, New Delhi must reach at the address given below by 10.01.2024 at 1300 hrs. -

Office of the Chief Controller
Govt. Opium & Alkaloid Factories
Near NSIC-Technical Centre
Block-J, Phase-III, Okhla Industrial Estate
New Delhi -110 020

In case any bidder offers their bid for less than full quantity of 5673 Kgs, the EMD shall be calculated on pro-rata basis supposing that EMD of Rs. 24,00,000/- is for offered quantity of 5673 Kgs. Suppose any bidder offers their bid for a quantity of 100 Kgs, the EMD shall be calculated as under:-

$$\left(\frac{2400000}{5673} \right) \times 100 = \text{Rs. } 42,306/-$$

Interested firms/parties, however, have to attach scanned copies of EMD.

In the event of any of the above mentioned dates being subsequently declared as a holiday / closed day for the Seller organisation, the E-AUCTION bids will be opened on the next working day at the appointed time.

Interested firms/parties may quote for full quantity of 5673 Kgs or minimum quantity of 100 Kgs of the auctioned material and the bids will be evaluated accordingly.

E-AUCTION bids received without EMD will be treated as non-responsive and rejected, at the initial stage

itself.

The undersigned reserves the right to withdraw, modify and/or cancel the E-AUCTION bids without assigning any reasons whatsoever.

-s/d-

Chief

Controller Govt. Opium and Alkaloid
Factories, New Delhi For and on behalf of
the President of India
Phone 91-11-20883032

SECTION - II

GENERAL INSTRUCTIONS TO INTERESTED FIRMS/PARTIES (GIT)

Introduction

The Chief Controller, Govt. Opium & Alkaloid Factories, New Delhi for and on behalf of the President of India invites E-AUCTION from eligible and qualified Interested firms/parties for bidding to purchase a quantity of 5673 Kgs of Noscapine BP (or a minimum quantity of 100 Kgs) stored at GOAW, Neemuch and/or GOAW, Ghazipur.

Failure to provide the required information and/or failure to comply with the instructions in these E-AUCTION documents or give false/incorrect information may result in rejection of its E-AUCTION.

Definitions

The following terms used in these documents shall have the meaning as indicated below:

Definitions:

- i. "Bidder" means Interested firms/parties who has submitted valid bid in this E-AUCTION.
- ii. "Contract" means the written agreement entered into between the Seller and the Bidder together with all the documents mentioned therein and including all attachments, annexures, etc.
- iii. "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Prospective Purchasers /bidders .
- iv. "H1" means the Interested firms/parties whose E-AUCTION is the highest one.
- v. "Seller" means the President of India acting through authorized officers and Chief Controller, Govt. Opium & Alkaloid Factories, New Delhi, Dept. of Revenue, Ministry of Finance, Govt. of India, Near NSIC-Technical Centre, Block-J, Phase-III, Okhla Industrial Estate, New Delhi -110 020 and includes his successors in office, nominees, authorized representatives.
- vi. "Successful Bidder/Purchaser" means the individual, company or the firm purchasing the goods, to which the award has been issued under this E-AUCTION.
- vii. "E-AUCTION/E-AUCTION bids" means quotation/bid submitted online.
- viii. "Prospective Purchasers /bidders " means individual, company, firm offering the E-AUCTION bids.

Language of E-AUCTION

The E-AUCTION and all subsequent correspondence shall be in English.

Eligible Interested firms/parties

Only Interested firms/parties who are registered Indian firms, having valid Drug manufacturer license from the concerned Competent authority for using Noscapine B.P., are eligible to apply.

To be eligible, the Prospective Purchasers /bidders should have not been banned or suspended from Government transactions due to any reason including corrupt and fraudulent practices.

E-AUCTION Expense

The Interested firms/parties shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its E-AUCTION including preparation, mailing and submission of its E-AUCTION bids and for subsequent processing the same. The Seller will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the E-auctioning process.

Amendments to E-AUCTION Enquiry Documents

Seller may, at any time prior to the deadline for submission of E-AUCTION, for any reason, whether at his own initiative or in response to a clarification requested by a potential Prospective Purchasers /bidders, modify the E-AUCTION Documents by issuance of Addenda or Corrigenda. They can be downloaded from the website www.goaf.gov.in or www.eprocure.gov.in.

All such amendments shall be binding on the Prospective Purchasers /bidders. The E-AUCTION Documents shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the interested firms/parties shall not be construed as an amendment to the E-AUCTION Documents.

In order to give the potential Interested firms/parties reasonable time to prepare their E-AUCTION as per the amendment, the Seller may, at its discretion extend the deadline for the submission of E-AUCTION and other allied time frames, which are linked with that deadline.

Clarifications on E-auction Documents/ Pre-Bid Meeting

Prospective Purchasers /bidders seeking clarifications on the e-auction document should submit their queries *online or through e-mail* (goaf.ccf@cbn.nic.in) by 20.12.2023 upto 1500 hrs. These queries would be answered in the pre-bid conference.

A Pre-Bid conference will be held on 21.12.2023 at 1430 hrs. in the Conference Hall, O/o Chief Controller, Near NSIC-Technical Centre, Block-J, Phase-III, Okhla Industrial Estate, New Delhi - 110020. Prospective Purchasers /bidders or their authorized representative(s) may attend the Pre-bid conference. The authorized representative(s) who attend the Pre-Bid Conference should bring with them letters of authority from the Prospective Purchasers /bidders they represent.

All clarifications provided at or in connection with the pre-bid conference shall be uploaded on the departmental website www.goaf.gov.in or www.eprocure.gov.in and these shall become part of the e-auction document. No queries and requests for clarifications will be entertained after the Pre-Bid Conference.

Documents Comprising the E-auction

The E-auction shall be submitted online in single cover containing Price Bid.

Price Bid shall, *inter alia*, contain the following:

- a) Scanned copy of Earnest money
- b) Documentary evidence of Drug manufacturer license from the concerned Competent authority for using Noscapine B.P., PAN & GST details.
- c) Certified annual reports for the last three years showing the turnover and financial results of the Prospective Purchasers /bidders ;
- d) An undertaking to the effect that the Prospective Purchasers /bidders have not been banned or suspended from Government transactions due to any reason including corrupt and fraudulent practices.

It shall be ensured that Auction/Price bid is only submitted online.

A Prospective Purchasers /bidders, which does not fulfill any of the above requirements and/or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.

E-auction currencies

Price must be quoted in Indian rupees only.

Contract Price

The Contract Price of the material shall be the price of total quantity of material purchased by bidder from GOAW, Neemuch or GOAW, Ghazipur. This price shall be firm and fixed and not subject to any variation except in cases where the rate of applicable taxes payable in India or at the place of delivery undergoes a change. These taxes shall be paid as per actual.

If seller is required by Indian Law to deduct or withhold any other taxes or other amounts, the gross amount payable by Seller shall be paid after making such deductions or other withholdings. Necessary certificate for the deductions so made will be issued by the Seller.

Duties and Taxes

The Prospective Purchasers /bidders shall pay all Indian taxes, duties, and levies, lawfully assessed in pursuance of the contract.

Security Deposit (SD)

Successful tenderers/ purchasers, shall have to submit a Security Deposit (SD) @ 25 (twenty-five) per cent of the total sale value of the contract within seven calendar days of the issue of the acceptance letter/sale order (excluding the date of issue). The SD shall be deposited in the form of online payment/bank draft/pay order, drawn on any of the commercial bank in favour of officer concerned as mentioned in the NIT. If the bidder does not lift the contracted quantity within the stipulated time as per contract, the Seller shall initiate necessary action for forfeiting the amount of Security Deposit and EMD.

Terms and Mode of Payment

The detailed terms and mode of payment shall be as under:

The Performa/commercial invoice will be provided to the successful bidder w.r.t. the quantity bided for, for making the payment to the Opium factories for the bidding quantity at successful price. All the payments shall be done using online mode as per Govt. regulations.

Earnest Money Deposit(EMD)

The earnest money is required to protect the Seller against the Prospective buyer's withdrawing or altering its bid during the validity period. Hence EMD amount must accompany with the e-auction documents. EMD is required to be submitted at Office of the CCF, New Delhi by 10.01.2024 at 1300 hrs. Scanned copy of EMD is required to be uploaded along with auction bid. Prospective Purchasers /bidders /bidders, who are currently registered and also will continue to remain registered during the e-auction validity period with Directorate General of Supplies and Disposal or with National Small Industries Corporation (NSIC), New Delhi are exempted from payment of Earnest money. In case the Prospective Purchasers /bidders falls in these categories for the e-auctioned goods, they should furnish certified copy of their registration with these agencies, clearly specifying the details of items for which they are registered.

The earnest money shall be furnished in the **form of Bank Guarantee** as per format given in Form-3 of Section V of this document.

The earnest money shall be valid for a period of 45 days beyond the validity period of thee-auction.

Unsuccessful Prospective Purchasers /bidders 's earnest money will be returned, without any interest, to them not later than 45 days after the expiry of the e-auction validity period. Successful Prospective Purchasers /bidders 's earnest money will be returned without any interest, after receipt of performance security from that Prospective Purchasers /bidders .

The exact bid security amount should be indicated in the bidding document. The EMD shall be forfeited if the tenderer unilaterally withdraws, amends, impairs or derogates from his offer in any respect within the period of validity of his offer.

E-auction Bid Validity

The e-auction bids shall remain valid for acceptance for a period of 180 days (one hundred eighty days) from the date of e-auction opening prescribed in the e-auction document. Any e-auction bid valid for a shorter period shall be treated as non-responsive and rejected.

In exceptional cases, the Prospective Purchasers /bidders may be requested by the Seller to extend the validity of their e-auction bids up to a specified period. Such request(s) and responses thereto shall be conveyed by e-mail or fax followed by signed hard copy delivered by hand/post/courier. The Prospective Purchasers /bidders, who agree to extend the e-auction validity, are to extend the same without any change or modification of their original e-auction and they are also to extend the validity period of the EMD accordingly.

In case the day up to which the e-auctions are to remain valid falls on/ subsequently declared a holiday or closed day for the Seller, the e-auction validity shall automatically be extended up to the next working day.

Inspection of Material at Opium Factories

(i) Total 2427 Kgs of Noscapine B.P. at Govt. Opium & Alkaloid Works (GOAW), Ghazipur and 3246 Kgs of Noscapine B.P. at GOAW, Neemuch is available to be purchased through e-auction.

(ii) Inspection of the material (Noscapine B.P.) and packing material at GOAWs may be done by interested firms/bidders between 14.12.2023 to 10.01.2024 during office hours with prior information to the seller.

(iii) Certificate of Analysis (CoA) of the material to be issued by GOAWs, which will be final and acceptable to all the concerned bidders.

Instructions one-auctioning

E-auction documents may be downloaded from Central Public Procurement Portal (CPPP) website:
<https://www.eprocure.gov.in>.

E-auction Bids shall be quoted on per Kg basis and shall be submitted online only at CPPP website:
<https://eprocure.gov.in/eprocure/app>.

Prospective Purchasers /bidders are advised to follow the instructions provided in the *"Instructions to the Prospective Purchasers /bidders /Contractors for the e-submission of the bids online through the Central Public Procurement Portal for procurement at <https://eprocure.gov.in/eprocure/app>".*

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

Any queries relating to the e-auction documents and the terms and conditions contained therein should be addressed to the E-auction Inviting Authority or the relevant contact person indicated in the e-auction documents.

Alteration and Withdrawal of E-auction

The Prospective Purchasers /bidders, after submitting its e-auction bid documents, is permitted to alter / modify its e-auction so long as such alterations / modifications are done within the deadline for online submission of e-auctions. Any alteration/ modification in the e-auction bid documents thereafter is not permitted.

No e-auction bids can be withdrawn after the deadline for online submission of e-auction bids and before expiry of the e-auction bid validity period. If a Prospective Purchaser /bidder withdraws the e-auction bids during this period, it will result in forfeiture of the earnest money furnished by the Prospective Purchaser /bidder in its e-auction.

Opening of E-AUCTIONS

The Seller will open on-line the E-AUCTION bids at 1500 hours on 11.01.2024. In case the specified date of e-auction bids opening falls on / is subsequently declared a holiday or closed day for the Seller, the e-auctions bids will be opened at the appointed time and place on the next working day.

Physical presence of the bidder at the time of opening of e-auction will not be essential in the e-auctioning process. At the appointed time, the bid openers would open the bids online and the details of bids offered by the bidders would be known to all on the CPP Portal.

These bids will be scrutinized and evaluated with reference to parameters prescribed in the e-auction document.

Basic Principle

This office has fixed a Reserve Price per Kg and only those bids whose quoted value per Kg will be equal to or higher than the reserve Price per Kg shall be considered as responsive bids. The bids shall be quoted on per Kg basis excluding taxes. The bid of the highest acceptable responsive bidder may be accepted. However, if the price offered by that bidder is not acceptable, negotiation may be held only with that bidder. In case such negotiation does not provide the desired result, the reasonable or acceptable price may be counter offered to the next highest responsive bidder(s).

The Seller reserves the right to have the financial and other data / credentials claimed by the Prospective Purchaser /bidder verified independently, if necessary by a third party. If the data/ credentials furnished are found to be incorrect, the Seller will reject the particular E-auction summarily. The Seller also reserves the right to reject any E-auction bids submitted by a party if it comes to know *suo moto* of any adverse reports on the financial condition or credentials of the Prospective Purchaser /bidder.

Preliminary Scrutiny of E-auction bids

The e-auctions will first be scrutinized to determine whether they are complete and meet the essential and important requirements, criteria, conditions, etc. as prescribed in the e-auction document. The e-auctions, which do not meet the basic requirements, are liable to be treated as non-responsive and ignored.

Minor Infirmity / Irregularity /Non-Conformity

If during the preliminary examination, the Seller finds any minor infirmity and/or irregularity and/or non-conformity in a e-auction, the Seller may waive the same provided it does not constitute any material deviation and has no financial impact and, also, does not prejudice or affect the ranking order of the Prospective Purchasers /bidders. Wherever necessary, the Seller will convey its observation on such 'minor' issues to the Prospective Purchasers /bidders either online or by registered/speed post etc. asking the Prospective Purchasers /bidders to respond by a specified date. If the Prospective Purchasers /bidders does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that e-auction will be liable to be ignored.

Contacting the Seller

From the time of submission of e-auction to the time of awarding the contract, if a Prospective Purchasers /bidders needs to contact the Seller for any reason relating to this e-auction and / or its e-auction, it should do so only in writing.

In case a Prospective Purchasers /bidders attempts to influence the Seller in his/her decision on scrutiny, comparison & evaluation of e-auctions and awarding the contract, the e-auction of the Prospective Purchasers /bidders shall be liable for rejection in addition to appropriate administrative actions being taken against that Prospective Purchasers /bidders , as deemed fit by the Seller.

Seller's Right to accept any E-auction bids and to reject any or All E-auction bids

The Seller reserves the right to accept in part or in full any e-auction or reject any e-auction bid without assigning any reason or to cancel the e-auctioning process and reject all e-auction bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Prospective Purchasers /bidders or Prospective Purchasers /bidders .

The Seller reserves the right to disqualify any one or more Prospective Purchasers /bidders on the grounds of national security and public interest.

Notification of Award

Before expiry of the e-auction bids validity period, the Seller will notify the successful Prospective Purchasers /bidders (s) online as well as in writing, by registered / speed post or by fax/ e-mail.

Issue of Contract

After notification of award, the Seller will mail the contract form (Form-4 of Section - V) to the successful Prospective Purchasers /bidders by registered / speed post for signing.

Within **twenty one** days from the date of the award, the successful Prospective Purchasers /bidders and Seller shall sign contract as per the mutually convenient date.

Until the contract is signed, the notification of award shall constitute the conclusion of the contract.

Non-Receipt of Contract by the Seller

If the successful Prospective Purchasers /bidders fails to sign the contract, his EMD will be forfeited and further actions as deemed necessary by the Seller will be taken against him.

Publication of E-auction Result

The name and address of the successful Prospective Purchasers /bidders (s) receiving the contract(s) will be displayed on the notice board of the Office of the CCF, New Delhi and also on the web site of the Seller www.goaf.gov.in or www.eprocure.gov.in.

Process to be confidential

Information relating to the examination, clarification, evaluation and comparison of E-auctions and recommendations concerning the award of Contract shall not be disclosed to Bidders or to any other person(s).

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

Insurance

The Bidder shall, in his own interest, insure the goods against loss or damage incidental to transportation. Goods/material will be available for lifting at GOAW, Neemuch or GOAW, Ghazipur.

Assignment

The Bidder shall not assign to anyone, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Seller's prior written permission.

Modification of contract

If necessary, the Seller may, by a written order given to the Bidder at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract.

If the Bidder doesn't agree to the adjustment made by the Seller, the Bidder shall convey its views to the Seller within twenty one days from the date of the Bidder's receipt of the Seller's amendment / modification of the contract.

Termination for default

The Seller may, without prejudice to any other contractual rights and remedies available to it (the Seller), by written notice of default sent to the Bidder, terminate the contract in whole or in part, if the Bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Seller.

Termination for insolvency

If the Bidder becomes bankrupt or otherwise insolvent, the Seller reserves the right to terminate the contract at any time, by serving written notice to the Bidder without any compensation, whatsoever, to the Bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Seller.

Governing language

The contract as well as all correspondence and other documents pertaining to the contract, which the parties exchange, shall be in English.

Notices

Notice, if any, relating to the contract given by one party to the other, shall be sent by e-mail or fax and confirmed through a signed hard copy delivered by hand/post/courier. The sender shall retain proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract. Any and all notices and communications in connection with this Contract shall be in English and shall be addressed as follows, unless and until otherwise advised to the Seller at:

Office of the Chief Controller
Govt. Opium & Alkaloid Factories
Near NSIC-Technical Centre
Block-J, Phase-III, Okhla Industrial Estate
New Delhi -110 020

TEL:91-11-20883032.

E-mail: goaf.ccf@cbn.nic.in

The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

Resolution of disputes

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Department of Revenue, on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Government of India. The provisions of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at New Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

Applicable Law and Jurisdiction

The contract shall be governed by the laws of India for the time being in force. Subject to above (Resolution of disputes), the Courts of Delhi shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this contract.

SECTION - IV

SCHEDULE OF REQUIREMENTS

Scope of Work

Purchase of 5673 Kgs Noscapine B.P. stored at GOAW, Neemuch/Ghazipur. Minimum 100 Kgs of quantity can be purchased by the successful bidder. In case the total quantity to be disposed i.e. 5673 Kgs cannot be taken up by the highest acceptable bidder, the remaining quantity may be offered to the next higher bidder(s) at the same price offered by the highest acceptable bidder.

Delivery Schedule

The material can be lifted by the bidder within 03 (Three) months from the date of award of order. The period of delivery may be extended, on the request of successful bidder by the Seller with or without penalty (@ 1 % of contracted value per week or part thereof).

Terms of Delivery

The material will be available to be lifted by the bidder at GOAW, Neemuch or GOAW, Ghazipur as decided by the Seller, safely packed in the packing material. The packing charges @ Rs. 40/Kg of material shall be paid by the successful bidder/s. The packing material to be used is only finalized by the Seller.

A Commercial Invoice to be issued by the seller indicating the principal amount alongwith applicable taxes and packing charges to be paid by the Successful bidder. The representative of the successful bidder may inspect the delivery material and packing material before the delivery.

The Successful bidder will be required to provide an undertaking to the effect that no misuse of the material will be done and provide the details regarding use of material by the Firm.

Printed Terms and conditions of Prospective Purchasers /bidders

4.15.1 Printed terms and conditions of the Prospective Purchasers /bidders will not be considered as forming part of their e-auction documents. In case terms and conditions applicable to this invitation to e-auction are not acceptable to any Prospective Purchasers /bidders , their offer is likely to be rejected. The Seller shall not be bound to give reasons for his refusal to consider such e-auctions.

SECTION - V

Form – I

E-AUCTION

FORM

(The E-AUCTION bids should be as per this form)

(GNIT E-AUCTION No. 03/2023 dated 14.12.2023)

Prospective Purchasers /bidders

1. Name of the Prospective Purchasers /bidders _____
2. Address _____
3. Email _____
4. Phone _____ Fax _____
5. Income Tax Permanent Account Number(PAN): _____
6. Name and complete address of the Prospective Purchasers /bidders 's bankers _____
 - a) _____
 - b) _____
7. Name and designation of the person digitally signing and submitting the e-auction _____
8. Is the person digitally signing and submitting the e-auction authorised by the Prospective Purchasers /bidders ? (Yes/No) *(Please enclose scanned copy of the Board's resolution authorising the person to submit the bids without which the e-auction will be rejected)*
9. Whether business dealings with the Prospective Purchasers /bidders currently stand suspended/ banned by any Ministry/ Department of Govt. of India or any State Govt.(Yes/No)

Qualification

10. Turnover of the Prospective Purchasers /bidders during the past three years (in Rs....Crores)

2022-2023 _____

2021-2022 _____

2020-2021 _____

Average _____

(Please enclose certified published annual reports. If the accounts are maintained in some other currency, please give the figures in that currency as well as its conversion at the exchange rate on the date of filling up this form. If the accounts are managed calendar year wise, please provide figures for 2020, 2021, 2022.)

Offer

11. The e-auction bid is valid upto _____

Documents to be enclosed

12. Have you submitted the EMD?(Yes/No)

.....

(Signature with
date)

.....

(Name and
designation)

Duly authorised to sign e-auction for and on behalf
of

Form - 2

PROSPECTIVE PURCHASERS /BIDDERS 'S AUTHORISATION FORM

To

.....

.....

(Name and address of the Seller)

Dear Sirs,

Ref. Your E-auction Document No....., dated

We, who are proven and reputable Prospective Purchasers
/bidders s of
..... (name and description of the goods offered in the e-auction) having
factories at
....., hereby authorize Messrs (name and address of the agent) to
submit a e-auction, process the same further and enter into a contract with you against your
requirement as contained in the above referred e-auction documents for the above goods
manufactured by us.

We further confirm that no Bidder or firm or individual other than Messrs
..... (name and address of the above agent) is authorised to submit a e-
auction bid, process the same further and enter into a contract with you against your requirement
as contained in the above referred e-auction documents for the above goods manufactured by us.

Yours faithfully,

.....

.....

[Signature with date, name and
designation]

for and on behalf of Messrs

[Name & address of the Prospective
Purchasers /bidders s]

Note : This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the Prospective Purchasers /bidders .

Form - 3

BANK GUARANTEE FORM FOR EMD

The President of India
Acting through
The Chief Controller,
Govt. Opium & Alkaloid Factories,
Near NSIC-Technical Centre, Block-J,
Phase-III, Okhla Industrial Estate, New Delhi -110 020

Whereas (hereinafter called the "Prospective Purchasers /bidders") has submitted its quotation dated..... for the purchase of Noscapine B.P.(hereinafter called the "e-auction") against the Seller's e-auction document No. Know all persons by these presents that we

of (hereinafter called the "Bank") having our registered office at are bound unto Office of the Chief Controller, Govt. Opium & Alkaloid Factories, Near NSIC-Technical Centre, Block-J, Phase-III, Okhla Industrial Estate, New Delhi -110 020 (hereinafter called the "Seller") in the sum of.....for which payment will and truly to be made to the said Seller, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of 20.....

The conditions of this obligation are —

If the Prospective Purchasers /bidders withdraws or amends, impairs or derogates from the e-auction tender documents in any respect within the period of validity of this e-auction.

- (1) If the Prospective Purchasers /bidders having been notified of the acceptance of his e-auction bid by the Seller during the period of its validity:-
 - a) fails or refuses to accept or execute the contract.

We hereby irrevocably and absolutely undertake to pay immediately the Seller up to the above amount upon receipt of its first written demand, without the Seller having to substantiate its demand, provided that in its demand the Seller will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty five days after the period of e-auction tender validity and any demand in respect thereof should reach the Bank not later than the above date.

This guarantee will not be discharged due to change in the constitution of the bank or the Prospective Purchasers /bidders .

.....
(Signature of the authorised officer of
the Bank)

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the

Branch

Form - 4

CONTRACT FORM

CONTRACT FOR PURCHASE OF NOSCAPINE B.P.

Contract No. _____ dated _____

This contract for purchase of Kgs of Noscapine B.P. is made on this __ day of __ 20____
_____ between

_____[hereinafter referred to as "Bidder"] on the one part and
the President of India acting through the

_____(hereafter referred to as the "Seller" which shall
include his successors in the office and assigns) on the other part.

2. Whereas a E-auction TENDER NIT No. 03/2023 dated 14.12.2023 had been floated on behalf of the Seller and the Bidder had submitted a e-auction Bid in response and has been awarded the contract vide Notification of award F.No. __ dated __, it is hereby, agreed that the Bidder will purchase of Kgs of Noscapine B.P. as per NIT No. 03/2023 dated 14.12.2023.

3. The following documents shall be deemed to form and be read and construed as part of this contract:

- (i) Seller's E-auction Document No. _____ dated _____.
- (ii) Price bid of the Prospective Purchasers /bidders
- (iii) General Instructions of the Contract, General Conditions of Contract, as mentioned in e-auction No. 03/2023 dated 14.12.2023.
- (iv) Prospective Purchasers /bidders s' Authorization Form furnished by the Prospective Purchasers /bidders in its e-auction
- (v) Seller's Notification of Award F.No. _____ dated _____.
- (vi) Clarification issued by the Seller and replies/queries submitted by the Prospective Purchasers /bidders during pre-bid or during evaluation of bids.

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. General Instructions to Prospective Purchasers /bidders ' of the Seller's E-auction Document shall also apply to this contract.

4. In addition to above documents, following shall also be deemed to form and be read and construed as part of this contract:

- a) Bidder's letter No. _____ dated _____
- b) Seller's letter F.No. _____ dated _____
- c) -----

(Reference of all correspondence made with the Bidder with respect to this procurement)

5. Delivery schedule

The material can be lifted by the bidder within 03 (Three) months from the date of award of order.

6. Payment Terms

The Performa/commercial invoice will be provided to the successful bidder w.r.t. the quantity bided for, for making the payment to the Opium factories for the bidding quantity at successful price. All the payments shall be done using online mode as per Govt. regulations.

The payment shall be made in the currency / currencies authorised in the contract.

7. Termination of Contract

The Contract can be terminated in accordance with instructions of Section II of E-AUCTION No. 03/2023 dated 14.12.2023.

8. Resolution of Disputes

In the event of any dispute or difference arise between the Seller and Bidder in connection with or relating to the contract, the parties shall resolve their disputes or differences as per Conditions of Section - III of E-AUCTION No. 03/2023 dated 14.12.2023.

9. Modification of Contract

If necessary, the Seller may, by a written order given to the Bidder at any time during the currency of the contract, amend this contract as laid out in Section - II & III of E-AUCTION No. 03/2023 dated 14.12.2023.

10. Miscellaneous

Other issues, not mentioned in the contract, shall be governed as per the e E-AUCTION No. 03/2023 dated 14.12.2023 and documents mentioned in paragraph 3 & 4 above.

Received and accepted this contract.

(_____
M/s_____

(Sign & Stamp of Bidder)

(_____

For and on behalf of the
President of India

Date:_____
Place: _____

WITNESSES:

WITNESSES:

1.

1.

2.

2.

Appendix-I

INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this e-auction document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). 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 “Click here to Enroll” on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username 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 II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / 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 E-AUCTION DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active e-auctions by several parameters. These parameters could include E-auction ID, organization name, location, date, value, etc. There is also an option of advanced search for e-auctions, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a e-auction published on the CPP Portal.
- 2) Once the bidders have selected the e-auctions they are interested in, they may download the required documents / e-auction schedules. These e-auctions can be moved to the respective ‘My E-auctions’ folder.

This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the e-auction document.
- 3) The bidder should make a note of the unique E-auction ID assigned to each e-auction, in case they want to obtain any clarification / help from the Helpdesk.

- 1) Bidder should take into account any corrigendum published on the e-auction document before submitting their bids.
- 2) Please go through the e-auction advertisement and the e-auction 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. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the e-auction document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 3) 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 "My Space" 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.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date and 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 e-auction document.
- 3) Bidder has to select the payment option as "offline" to pay the EMD as applicable and enter details of the material.
- 4) Bidder should prepare the EMD as per the instructions specified in the e-auction document. The original EMD should be submitted at Office of the CCF, New Delhi by 10.01.2024 at 1300 hrs. The details of the EMD 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) A standard price bid schedule format has been provided with the e-auction document to be filled by all the bidders. If the price bid file is found to be modified by the bidder, the bid will be rejected.
- 6) The serve 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.

- 8) The uploaded e-auction documents become readable only after the e-auction opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, 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.
- 11) Any queries relating to the e-auction document and the terms and conditions contained therein should be addressed to the E-auction Inviting Authority for a e-auction or the relevant contact person indicated in the e-auction.
- 12) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 2337315.
