

Part I (Pre –Qualification Part)

- 1) Bidders who are interested in supply are required to submit their offer in TWO PART (Pre – Qualification & Technocommercial Cum Price part) through <https://etenders.gov.in/eprocure/app> subject to meeting pre qualification criteria and terms & condition of our tender (as per annexure -2). Bidders who are not meeting the pre-qualification criteria and not confirming all NIT terms & condition in part-1 (i.e. Pre-qualification Part) their offer will be rejected and their price part shall not be opened. Offer submitted in single part will out rightly be rejected.

NOTE: i) Bidders should quote through <https://etenders.gov.in/eprocure/app>. **Please do not send the offer in Hard copy.**

ii) For any Technical related queries please contact. HELP DESK NUMBER: 0120-4001 002, 0120-4001 005 ,0120-6277787 /Email-Support-eproc @ nic.in.

- 2) **Pre –Qualification Criteria:**(As per Annexure-3)
(Bidder must submit all the required information and scan copy of all the required documents in support of PQC as well as duly filled Bid Security Declaration failing which their offer will liable to be rejected.)
- 3) **EARNEST MONEY DEPOSIT:** The E.M.D amount shall be Rs. 5,000/- (Rupees Five Thousand Only). EMD may be submitted in the form of Bank Guarantee / Demand Draft. In case of DD it should be payable at State Bank of India, Pulivendula (IFSC:0989) drawn in favour of Uranium Corporation of India Limited, through any Indian nationalized bank/ Scheduled commercial bank. Bidder should attach the scan copy of DD/BG along with their offer (part I). Subsequently Demand draft/BG shall be sent through Courier/ Speed post to Purchase department in sealed envelope super scribing DEMAND DRAFT for EMD, Tender Ref.no. And due date and it should reach us before Opening of part I, failing which offer will be rejected. In case where the EMD is provided in form of BG in the prescribed format (ref.Annexure-5) attached with the tender, the BG shall be obtained from a scheduled commercial bank / nationalized bank. The genuineness of BG should be checked from the issuing bank. The offers received from tenderers without EMD and/or tender cost shall be summarily rejected except where exemption is provided in the tender. MSME/NSIC/Small Scale Industries (SSI) with current valid registration with state or central govt. shall be exempted from payment of EMD (after ensuring that the registration in case of SSI) pertains to the class of items/stores/works for which the tender is floated.

EMD is liable to be forfeited if:

- a) The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
 - b) The tenderer fails to accept the order when placed or fails to commence supplies/works after accepting the order .
 - c) In case bidder submits false/fabricated documents.
 - d) In case bidder fails to submit security deposit within 30 days of receipt of work/purchase order.
 - e) Bidders those who will submit EMD in the form of Bank Guarantee (BG) should keep record of its validity and should ensure extension of BG expiry date for further 3 months period at least 15 days before its expiry, failing which UCIL reserves the right to revoke the BG amount before its enquiry.
- 4) All terms & conditions indicated in Part II is required to be accepted by the bidders in totality in Part I (Pre qualification Part) and indicate one line confirmation in Part I i.e. **“All NIT terms**

& conditions indicated in Techno-commercial cum Price part (as per Annexure 2) have been agreed by us in totality “failing which their offer will be rejected and price part shall not be opened.

- 5) Bidder should confirm that they have quoted as per the specifications, makes mentioned in our enquiry. In case of multiple makes, bidders should specify the make which they offered.
- 6) Bidders who are not registered with UCIL for RTGS payment .They should provide Bank details, Scan copy of Pan Card and GSTIN number (if applicable) & copy of cancelled cheque leaf along with Pre qualification Part.
- 7) **DELIVERY SCHEDULE:** Material shall be supplied within 45Days from the date receipt of Purchase order.

Above required information shall be furnished in Part I (Pre –Qualification Part)

[M.Venkata Narendra]

Addl.Suptd (I/E/Pur.)

Part II (Technocommercial cum Price Part)
NIT TERMS & CONDITIONS

- 1) Following terms & conditions is required to be accepted by the participated bidders in totality and also mentioned one line confirmation in Part I (Pre qualification Part) that “**Specification and All NIT terms & conditions indicated in Techno-commercial cum Price part (as per Annexure 2) have been agreed by us in totality**” failing which their offer will be rejected and price part shall not be opened.
- 2) **Basis of Evaluation:** Offer submitted by the bidder shall be in two parts. Evaluation of L1 (Lowest) bidder shall be done based on their lowest landed quoted rate subject to qualify in Part I i.e. Pre Qualification Part. Bidder should quote their rate both figures as well as in words. In case of any discrepancy in figure and words rate, then rate written in words will be final.
- 3) Bidders whose name exists in our **dormant list (Adverse Remarks Register)** their offer will not be considered.
- 4) **PRICE:**
 - a).Your price should be on landed cost basis i.e. inclusive of basic price, freight, Taxes and Duties, and other charges as per Annexure-3.Any change in the Taxes & duties after tender submission date shall be to UCIL account.
 - b) Price has to be quoted in INR only.
- 5) **Validity:** Offer validity should be 90 days from the due date of tender.
- 6) **PAYMENTTERMS:** 100% payment along with all taxes & duties will be paid within 30days from the date of receipt & acceptance of material at our stores.
- 7) **Quantity:** Quantity or stores indicated herein is approximate only and purchaser is not bound to order of full quantity and your offer should be valid for part quantity also.
- 8) **DELIVERY SCHEDULE** Material shall be supplied within 45 Days from the date receipt of purchase order
- 9) Offers must be submitted positively within the due date. Tenders will not be accepted after 2.30 P.M on the due date of submission of offers.
- 10) **PRICE TERMS:** Offers must be submitted on FOR DESTINATION basis for supply by road including freight to our TUMALLAPALLE stores. (TUMALLAPALLE is located about 15 Kms from PULIVENDULA, NEAR AMD CAMP, P.O. MABBUCHINTALAPALLE, VEMULA (M), YSR (KADAPA) DIST - 516349, ANDHRA PRADESH).
- 11) **FIRM PRICE:** The price should be firm till execution of entire order. Price variation is not acceptable.
- 12) Bidder should submit their GSTIN number along with their offer as well as indicate HSN code and SAC code for their quoted materials and services respectively as the case may be.
- 13) **BANK GUARANTEE (B.G) :**
 - a. Bank guarantees wherever stipulated should be as per our Proforma attached & should issued by an Indian Nationalized bank/scheduled commercial bank.
 - b. BG for EMD shall be valid till expiry of the order..
 - c. Bank guarantee shall provide for claim period of 6 months after the expiry date.
 - d. If the bank guarantee is furnished with validity period less than as stipulated above or in the likelihood of the order not being executed within the stipulated delivery schedule, it will be your

responsibility to arrange for extension of the validity of BGs as necessary and furnish the same well in advance of the expiry of the bank guarantee failing which we will be at liberty to invoke the bank guarantee.

14) **PREFERENCE TO MICRO, SMALL AND MEDIUM ENTERPRISES (MSME), MSME(SC/ST) ENTREPRENEURS AND MSME WOMEN ENTERPRISES:**

- i) **For MSME bidders:** in case of L1 bidder is a non MSME bidder, chance will be given to other MSME bidder who is within the price band of L1+15%, to supply 25% of total procurement, provided that MSME bidder agreed to match with L1 bidder's landed rate. In cases where more than one such MSME bidders are there, then the supply shall be shared proportionately (to tendered quantity).
- ii) **For MSME owned by SC/ST bidders:** Out of 25% target of procurement from MSME bidders, a sub target of 4% out of 25% shall be earmarked to procure from MSME owned by SC/ST bidder participated in that tender, provided that bidder agrees to match with L1 bidders landed rate. In the event of failure of such MSME to participate in tender or not agrees to match L1 price, this 4% sub target shall be met from other MSME. in case of more than one MSME SC/ST entrepreneurs, order for supply of 4% out of 25% of the tendered quantity shall be divided equally amongst them provided they agree to accept L1 rate/price.
- iii) **For MSME Women Enterprises:** Out of 25% target of procurement from MSME bidders, a sub target of 3% out of 25% shall be earmarked to procure from MSME owned women entrepreneurs participated in that tender, provided that bidder agrees to match with L1 bidders rate. Order for balance quantity shall be divided equally amongst all MSME bidders who agree to match L1 price. In case of more than one MSME women entrepreneurs, order for supply of 3% out of 25% of the tendered quantity shall be divided equally amongst them provided they agree to accept L1 rate/price.

However preferences to MSME bidders shall be applicable only as per the prevailing Government guide lines during the period of releasing order.

- 15) **MSME (SC/ST):** Supporting documents related to MSME (SC/ST) organization to be submitted along with techno commercial bid.

- 16) **LIQUIDATED DAMAGE (LD)** : Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order / contract. LD shall be levied @ 0.5% per week or part thereof on the value of unfinished supply/ work order for each week of delay subject to a maximum of 5% of the total value of contract (excluding Taxes and Duties)

Note in case of one time supply:

- (a) If Supplier fails to maintain delivery schedule as stipulated in the purchase order but supplied the materials within 10 weeks from the date of delivery schedule and the reason of delay attributable to supplier then payment will be released after deduction of Liquidated Damage (LD) without any order amendment regarding delivery schedule.
- (b) In case of delay beyond 10 weeks from the date of delivery schedule stipulated in the purchase order and the reason of delay attributable to supplier then payment will be released after deduction of Liquidated Damage (LD) subsequent to issuance of order amendment regarding delivery schedule.

- 17) The Purchaser reserves the right to reject any tender without assigning any reason and the order for less than the enquired quantity.

- 18) **RISK PURCHASE:** In the event of order not being executed satisfactorily, we reserve the right to purchase material from alternative sources at your risk and cost.

- 19) **CANCELLATION OF ORDER:** It will be your Endeavour to execute the purchase order to our satisfaction. In case of your failure to do so, the order is liable to be cancelled.

20) **FORCE MAJEURE:**

Force majeure is an event beyond the control of supplier/contractor and not involving the suppliers/contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which UCIL may deem fit to consider so. The decision about force majeure shall rest with UCIL which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order. If there is delay in performance or other failures by the supplier/contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures. If a Force Majeure situation arises, the supplier/contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, UCIL may at its option terminate the contract without any financial repercussion on either side.

- 21) **ARBITRATION:** Notwithstanding anything contained in this contract, all question, disputes or differences whatsoever which is not amicably settled as mentioned in Dispute Resolution clause, between the parties to the Contract, arising out of or relating to the work as per provisions of the Contract or matters related thereto whether during the period of the Contract or its failure or after the completion of the contract, shall be decided by Arbitration under the provision of the Arbitration and Conciliation Act, 1996 as amended from time to time.

Appointment of Arbitrator shall be made as per the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time.

- 22) **JURISDICTION:** Jurisdiction shall be within the court where either the work site is situated or the supply of materials is being made.

- 23) Other Terms & conditions as in "Instructions to Tenderers & General conditions of contract" (enclosed) shall also apply. However in case of any contradiction between above terms & conditions and General conditions of contract then above terms & conditions shall prevail.

24) **Method of black listing vendors**

- I. Any failure by the vendor/contractor to supply/execute the contract as per order may result in black listing vendor/contractor name from approved while periodical review / updating of vendor list. The black listed vendor/ contractor shall not be considered for a period of one year from the date of black listing. However competent authority can revoke any black list subject to adequate justification for the same.
- II. Further the competent authority can blacklist the bidder, if the bidder changes terms & conditions of prices or withdrawal his quotation subsequent to the date of opening.
- III. Further, the vendor shall be banned from doing any business with the company in case of:
 - a) If security considerations including question of loyalty to the state so warrant.
 - b) If the proprietor of the firm, its partner or representatives is convicted by a court of law following prosecution for offences relating to business dealings.

- c) If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.

25) **NOTE:** The eligibility be decided strictly based on documents submitted at the time of receipt of tenders. No additional documents be allowed to be submitted after receipt of tenders but there is no bar to seek clarification or authentication of submitted documents. However in case of poor response, with a view to increase the competition, admission of additional documents to meet the PQC may be allowed subject to the condition that

- a. "Poor response" implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.
- b. The additional documents should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.
- c. The bidder submitting additional documents has submitted Bid Security Declaration and tender cost as prescribed in NIT

26) In the event of supply please provide the GST registration details along with invoice and raise the invoice as per the provision of GST Act. Information required under GST are furnished below :-

URANIUM CORPORATION OF INDIA LIMITED

P.O: M. C. Palle, Mandal: Vemula

District: YSR Kadapa District

Andhra Pradesh – 516349

Provisional ID: 37AAACU2207N1Z9

PAN: AAACU2207N

27) **For Information to ALL MSME Vendors :-**

As per Government guideline, It is mandatory for all CPSE, MSME Vendors to register them self on TReDS Portal. Details of contact persons, Phone No., Email Id is given below for TReDS registration.

Mr. Rudra Prasad Nag (Relationship Manager-EAST) : Mobile No. 8232988780

Email id – Rudra.Nag@invoicemart.com

All MSME vendors may avail the facilities of TReDS platform and settle their bills through TReDS.

[M.Venkata Narendra]

Addl.Suptd (I/E/Pur.)

Annexure-3

Pre-Qualification Criteria:

1. Bidder should submit previous purchase order copies / invoices pertaining to the said purchase order copy as a proof of supply of at least 2lakhs value of outdoor gym equipments to any company/institution during the last 03 financial years ending with 31.03.2022 along with part – 01 of their offer, failing which their offer shall be rejected.
2. Offers received without **EMD** will not be considered. However MSME/Small scale industries are exempted from submission of **EMD** form against submission of current valid registration certificate issued by state (or) central government. Pertains to the class of items/ works/ stores for which the tender is floated.

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Addl.Supdt (I/E/Pur.)