

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

- 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) **TENDER FEE:** Parties who are interested to participate in the tender may do so by paying tender fee of Rs.300/- (non refundable) in the Form of DD drawn in favour of Uranium Corporation of India Limited, payable at State Bank of India, Pulivendula (IFSC:0989) , through any Indian nationalized bank. Documentary evidence regarding tender document fee i.e. scan copy of the same must be uploaded along with part I .Subsequently hard copy of DD should be send through courier / speed post to purchase department in sealed envelope super scribing “TENDER FEES” tender ref. no. & due date and it should reach us before opening of Part I without which the offer shall be rejected. Exemption of Tender Fee will be allowed to Organization registered with MSME/SSI/NSIC subject to submission of scan copy of valid documentary evidence.
- 4) **EARNEST MONEY DEPOSIT:**
- i)MSME/NSIC vendors exempted from submission of Earnest Money Deposit(Bid Security)/Declaration for bid Security. However they must submit valid supporting document as proof of being registered MSME/NSIC.
- ii)All other bidders also exempted from submission of bid security (EMD),however they must submit Declaration for Bid security in lieu of EMD as per the format attached(ref.Annexure-5)
- 5) 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.**
- 6) 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.
- 7) 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.
- 8) **DELIVERY SCHEDULE:** Material shall be supplied within 1 Months from the date receipt of Purchase order.

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

**[C.Mathivanan]
DGM[Purchase]**

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 1 Months 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) **SECURITY DEPOSIT:**
 - a) Security deposit (SD) shall be uniformly levied @ 3% of contract value towards satisfactory completion of the order.
 - b) SD should be submitted in the form of demand draft/ BG in the prescribed format attached within 30 days of receipt of letter of acceptance or commencement of work at site whichever is earlier to materials department / IEC / OIC.
 - c) Security deposit may be recovered while releasing the first payment to the party in case the same is not deposited by the supplier.

- d) Supplier/Contractor is also permitted to furnish BG in favour of Uranium Corporation of India Ltd. in the prescribed format towards security deposit.
- e) Additional amount of SD due to enhancement in scope of work is also to be obtained.

The SD & retention money shall stand forfeited in favour of UCIL, without any further notice to the contractor in the following circumstance:

- a) In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time of rectification allowed.
- b) If the contractor indulges at any time in any subletting / sub-contracting of any portion of the work without approval of UCIL

14) **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 Security Deposit shall be valid till satisfactory completion 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.

15) **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.

- 16) **MSME (SC/ST):** Supporting documents related to MSME (SC/ST) organization to be submitted along with techno commercial bid.
- 17) **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.

18) MAKE IN INDIA POLICY:

(A) In case of 'Class-I local supplier / Class-II local Supplier, bidder shall indicate percentage of local content and provide self- certification that the item offered meets the local content requirement for class-I local supplier' / class-II local supplier / Non local supplier, as the case may be.

(B) PURCHASE PREFERENCES FOR LOCAL SUPPLIER (IN LINE WITH GOI ORDER NO. P-45021/2/2017- PP (BE-II) DATED 16.09.2020)

- 1) In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
- 2) Only 'Class-I local supplier' and 'Class-II local supplier' as defined under the order shall be eligible to bid in procurements undertaken by procuring entities.

(C) Purchase preference in the procurements of goods or works, which are covered under above 25(B) clause No. 2 and which are divisible in nature.

- i) Among the qualified bids, the lowest bid will be termed as L1, if L1 is Class-I local supplier, the contract for full quantity will be awarded to L1
- ii) If L1 bid is not a class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the class-I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local suppliers quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such class-I local supplier subject to matching L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case more quantity is still left uncovered on class-I local suppliers, then such balance quantity may also be ordered on the L1 Bidder.

(D) Purchase preference in the procurements of goods or works, which are covered under above 25(B) clause No. 2 and which are Non - divisible in nature.

- i) Where the bid is evaluated on price alone, the class-I local supplier shall get purchase preference over class-II local supplier as well as Non-Local supplier.
- ii) Among the qualified bids, the lowest bid will be termed as L1, if L1 is Class-I local supplier, the contract will be awarded to L1.
- iii) If L1 is not class-I local supplier, the lowest bidder among the class-I local supplier, will be invited to match the L1 price subject to class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1- Price.

- iv) In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and contract shall be awarded accordingly. In case none of the class-I local supplier within the margin of purchase preference matches the L1 price; the contract may be awarded to the L1 bidder.
- v) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.

(E) Applicability in tenders where contract is to be awarded to multiple bidders :

- i) In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the class-I local supplier shall get purchase preference over class-II local supplier as well as non-local supplier as per following procedure.
- ii) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal ministry, only class-I local suppliers shall be eligible to bid. As, such the multiple suppliers, who would be awarded the contract, should be all and only class-I local suppliers.
- iii) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
 - a) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
 - b) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

(F) DEFINITIONS:

- i) **'Local Content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'class-I local supplier'.
- iii) **'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'class-II local supplier' but less than that prescribed for Class-I local supplier.
- iv) **'Non-Local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'class-II local supplier'.

(G) Definitions, margin of preference and all other terms as per Ministry of Commerce and Industry, Department of promotion of Industry and Internal trade (Public procurement section) office order No. P-45021/2/2017-PP (BE-II) dated 16/09/2020.

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

20) **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.

21) **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.

22) 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.

23) **JURISDICTION:** The courts within the local limits of whose jurisdiction the place from which the

purchase order is issued is situated only shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter arising out of this contract

24) ARBITRATION:

All disputes or difference whatsoever arising between the parties out of or relating to the contract shall be settled through discussions between the Chairman & Managing Director of UCIL and the Authorized signatory of the contractor. In case an amicable settlement is not arrived at, the matter will be settled through Arbitration by appointment of sole Arbitrator as approved by CMD, UCIL. The provisions of The Arbitration & Conciliation Act, 1996, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings. The language of the arbitration proceedings shall be English and the place of arbitration proceedings shall be the concerned UCIL unit where the contract is executed.

25) 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.

- 26) **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
- 27) 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

28) 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.

For Correspondence Email id : jadpur2@uraniumcorp.in

**[C.Mathivanan]
DGM[Purchase]**

Pre-Qualification Criteria:

1. Bidder should be Manufacturer of NPK Make Pedestal Mounted rock breaker (or) their authorized dealer. Dealers should submit copy of valid dealership certificate along with part-1 of their offer. Failing which their offer will be rejected.
2. Offers received without **EMD Declaration form** and **Tender fee** will not be considered. However MSME/Small scale industries are exempted from submission of **Tender fee** and **EMD Declaration 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. failing which their offer shall be rejected.

[C.Mathivanan]
DGM [Purchase]