

Part I (Pre –Qualification Part)

- 1) Bidders who are interested in supply are required to submit their offer to purchase department on or before due date and time as per address indicated in our enquiry in two parts. Part-I consisting of Pre-Qualification Part and Part-II consisting of Techno-commercial Cum Price Part. Bidder should submit both parts in separate sealed envelope superscribing Part-I, Part-II and bidders name and address on top of the envelope. Offer submitted in single part will out rightly be rejected. These two parts i.e. one Pre-Qualification Part and one Techno-commercial cum Price Part should be submitted in separate envelope superscribing (a) Tender No. & due date (b) Name and Address of Bidders. Bidders who are not meeting the pre-qualification criteria and also not accepted Terms & Conditions of NIT (as per Annexure-2), their offer will be rejected.
- 2) **Pre –Qualification Criteria:** (As per Annexure-3).
(Bidder must submit all the required information and documents in support of PQC and other NIT terms & conditions along with part-1 of their offer.
- 3) All terms & conditions indicated in Part-II is required to be accepted by the bidders in totality in Part-I (Pre-qualification Part) failing which their offer will be rejected and price part shall not be opened and Bidder should also indicate one line confirmation in Pre- qualification part that **“All NIT terms & conditions indicated in Techno-commercial cum Price part (as per Annexure-2) have been agreed by us in totality”**
- 4) Bidders who are not registered with UCIL for RTGS payment, they should provide bank details, photo copy of pan card and GST numbers & copy of cancelled cheque leaf along with pre qualification part.
- 5) **DELIVERY SCHEDULE:** Material shall be supplied within 02 MONTHS from the date receipt of purchase order

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

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Annexure-2

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) **Payment term:** 100% payment along with all taxes & duties will be paid within 30 days 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 02 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) **PREFERENCE TO MICRO, SMALL AND MEDIUM ENTERPRISES (MSME),MSME(SC/ST) ENTREPRENEURS AND MSME WOMEN ENTERPRISES:**
 - i) **For MSME bidders:** in case of LI 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 by 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.

14) **AGREED LIQUIDATED DAMAGES:**

Supply should be affected as per stipulated delivery schedule. If there is shortfall in supply LD shall be levied @ 1/2% 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).

15) **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.

16) **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.

17) **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.

18) **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

19) **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.

20) Other Terms & conditions as in "Instructions to Tenderers & General conditions of contract" (enclosed) shall also apply.

21) 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 EMD and tender cost as prescribed in NIT.

22) 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

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Annexure-3

Pre-Qualification Criteria:

1 Bidder should be Manufacturer of ELGI MAKE COMPRESSORS (or) their authorized dealers. Dealers should submit copy of valid dealership certificate along with Part-1 of their offer. Failing which their offer will be rejected.

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