

Government of India
Department of Atomic Energy
Global Centre for Nuclear Energy Partnership
Kheri Jasaur, Bahadurgarh, Haryana 124 505

TENDER ENQUIRY

Ref: GCNEP/21/10-107

Date: 25/10/2021

To,
GCNEP Website

1	Name of work	Supply of diesel for all DG sets at GCNEP, Bahadurgarh, Haryana as per annexure-I
2	Location of work	Kheri-Jasaur, Bahadurgarh, Haryana
3	Estimated quantity	15,000 liter/month
4	Period of Completion	Three years
5	Security Deposit	NIL
6	Date & time of financial bid collection	25/11/2021 up to 14:00Hrs
7	Due date and time for Submission of financial bid	08/12/2021 up to 14:00Hrs
8	Place for Submission	Project Director, Global Centre for Nuclear Energy Partnership (GCNEP), Kheri Jasaur, Bahadurgarh, Haryana -124505
9	Date, time and place of opening	08/12/2021, 14:30Hrs and Room No. 105, GCNEP, Kheri-Jasaur, Bahadurgarh Haryana,
10	The Financial bid must be sent in a Sealed Envelope Super-Scribed with the Tender Enquiry Number, Name of Works & Due Date and time of financial bid submission as given above. The financial bid must be sent by either Registered Post OR Speed Post Services of India Post OR delivered by Hand against receipt on any working day before due date at submission address and the <i>place of submission</i>.	

SD
Project Director, GCNEP



Annexure –I
(Scope of Work)

A SIGNED AND STAMPED COPY OF THIS ANNEXURE-I MUST BE SUBMITTED ALONG WITH ANNEXURE-A

Description: Supply of diesel for all DG sets at GCNEP, Bahadurgarh, Haryana

Scope of Work: Global Centre for Nuclear Energy Partnership (GCNEP) is one of the units of Department of Atomic Energy (DAE) being established at Jasaur-Kheri and Kheri-Jasaur, near Bahadurgarh, Haryana.

1.	Supply of diesel at any location of GCNEP as per the instructions of Engineer-in-Charge.
2.	Supply shall include all the equipment's for filling the diesel tanks and metering system for diesel measurements.
3.	Quality and quantity testing arrangements should be done filling location as and when asked.
4.	Supplied diesel should be BS 6 standards or better as per governments guideline for quality of diesel used in DG sets.
5.	Demand of Diesel can be raised by phone, subjected to request slip from GCNEP at a time of filling.
6.	Financial Bid (Annexure-II) for said work will be shared to prospective Agency only who are eligible for the work.

A. Eligibility Criteria

In order to ensure technical capability and quality of services by an agency, the agency must fulfill following eligibility conditions:

- i) Agency should be an Indian Registered Company and should have PAN, GST Number, and Company registration certificate.
- ii) Authorization letter from owner of company for participation in bidding.
- iii) Agency must give the declaration on the letterhead that firm has not been BLACKLISTED by any PSUs/Govt. Bodies.
- iv) Agency should submit signed and stamped copy of all the documents mentioned above and annexure –A with supporting documents.
- v) Valid Authorization Certificate to bidder, by anyone of PSU Company (Oil Company) for Diesel supply/Diesel pump.

B. *The interested agencies should plan a visit to GCNEP Office to understand the scope of work and for obtaining Detailed Annexure-II (Financial Bid) document on due date and time. Such a visit, however, must be with a prior intimation to & approval of this office. The agencies should contact at atul@gcnep.gov.in in this regard. The contact number for EIC is 01276-225214 & 01276-225200.*

C. *Financial bid comparison will be based on prevailing rates of the diesel on mentioned date, discount in prevailing government prices and transportation charges, quoted by the supplier. If more than one bidder quoted the same total cost of diesel, the offer will be awarded to nearest diesel pump (supplier) form the motioned location of GCNEP, measured by google map.*

D. *Distance should be measured from mentioned location in Annexure- A to the diesel Pump of supplier used for supply the diesel.*

E. Terms and Conditions

1. Work order completion time is three years and can be further extended with mutual agreement.
2. The agency shall not sub-contract the work or any part there of work.

3. Project Director, GCNEP reserves the right to accept / reject any or all quotations without assigning any reason.
4. If any agency fails to fulfill its bid commitment or withdraw its offer within validity period after opening the bid, the agency is liable to be debarred from participating in GCNEP Enquiries (Tender/LPS/Minor Fabrication) for a period of one year.
5. The specifications mentioned are minimal and the items/deviations are acceptable within acceptable engineering limits margins at the discretion of GCNEP Authority.
6. There is no free issue material.
7. The safety & security of personnel, material & machinery shall be the responsibility of the agency. Agency should have a qualified person carrying out the job.
8. No medical facilities will be provided by GCNEP to the workforce employed by the agency. The shortlisted Firm/ Agency shall be responsible for meeting the medical treatments of its engaged workers.
9. PROHIBITION AGAINST USE OF GCNEP'S NAME WITHOUT PERMISSION FOR PUBLICITY PURPOSES: The agency, sub-agency, consultant advisor or the employees engaged by the agency shall not use GCNEP's name for any publicity purpose through any public media like Press, Radio, Television or internet without the prior written approval of GCNEP.
10. The quoted rate should be inclusive of all charges for supply diesel at GCNEP as approved by authority, discount in diesel rates and transportation charges. No extra costs shall be payable beyond these charges.
11. The agency shall work in close cooperation with other agencies working at site, so as to make the execution of works smooth.
12. In case of unsatisfactory performance/ works, agency will be issued one-month notice for improvement. If satisfactory improvement is not noticed even after this notice period, a termination notice will be issued to the agency. During the notice period, the agency shall continue to discharge its duties/ obligations as per the terms and conditions of this contract. Notwithstanding any clauses, contract can be terminated with immediate effects on disciplinary grounds.
13. Either party can terminate the contract by giving two-month notice. During any notice periods, the agency should continue to discharge its duties/ obligations as per the terms and conditions of this contract. Any deficiency in work/ services will attract penalty/fine.
14. Minimum lot size of diesel can be 200 liters. No minimum order quantity for diesel/ month is committed by GCNEP.

15. Payment Terms:

- i) No advance payment will be made to Agency. Payment shall be made monthly basis after submission of following documents;
 - a) Payment will be made monthly basis
 - b) Pre-receipt/ bills of bills
 - c) PAN Number, GST Number & Service Tax registration number
 - d) The bank details, i.e., Name & address of Bank, Cancel cheque, IFS code, nature of account etc.
- ii) The payment shall be made through RTGS/ ECS.
- iii) The Agency will be liable to pay for any expenses, loss or damage, which GCNEP may incur or sustain for reason attributable to lapses by the Agency.
- iv) The Agency will not be eligible to claim any interest on account of delay in receiving any payment.
- v) No Security Deposit & No TDS will be deducted by GCNEP

16. JURISDICTION AND ARBITRATION:

- a. "Ignorantia juris non excusat" or Ignorance of Law is no excuse; hence the proprietors should have thorough knowledge of contract and Labour Laws and other statutory components as revised from time to time.
- b. The proprietor will have to present himself in person for all dealing with GCNEP. No dealing through representative on Power of Attorney is permitted.
- c. Arbitration:
 - i. Any dispute or differences of any nature whatsoever, any claim, cross claim, counter claim or set off of GCNEP against the Agency or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole arbitration of GCNEP. The Agency will not be entitled to raise any object to any such arbitrator on the ground that the arbitrator is an officer of GCNEP or that he has dealt with the matters to which the contract relates or that in the course of his duties as an officer of GCNEP, he has expressed views on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, GCNEP can designate another person to act as an arbitrator in accordance with the terms of agreement to the end and intent that original arbitration shall be entitled to continue the arbitration proceedings not withstanding his transfer or vacation of office. If GCNEP does not designate another person to act as arbitrator such person shall be entitled to proceed with the reference from the point at which was left by his predecessor. It is also a term of contract that no person other than a person nominated by GCNEP shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final, conclusive and binding on all the parties to the agreements subject to the provisions of the Arbitration Act, 2019 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall to the arbitration proceedings under this clause.
 - ii. The award shall be in writing and published by the arbitrator within twelve months of entering the reference or within such extended time not exceeding further twelve months as the parties may agree in writing.
- d. Jurisdiction: Any application or other proceeding in respect to anything arising under the agreement shall fall in the jurisdiction of the court in the district of Jhajjar (Haryana) alone. Any award or awards made by the sole arbitrator here under shall be filed in the concerned courts in the district of Jhajjar (Haryana) only.

17. RESTRICTED INFORMATION:

The Agency shall ensure strict compliance of the instructions under Section 18 of the 'Atomic Energy Act 1962' and under Section 5 of the 'Official Secrets Act 1923'. Any contravention of the above-mentioned provisions by the Agency, sub-Agency, consultant, advisor or the employees of a Agency will invite penal consequences under the aforesaid legislation. The unsuccessful tenderers shall return all the drawings given to them.

18. PROHIBITION AGAINST USE OF GCNEP'S NAME WITHOUT PERMISSION FOR PUBLICITY PURPOSES:

The Agency, sub-Agency, consultant advisor or the employees engaged by the Agency shall not use GCNEP's name for any publicity purpose through any public media like Press, Radio, Television or internet without the prior written approval of GCNEP.

Annexure-A
(Agency Details)

i)	Name of the Firm/ Agency:	
ii)	Address of petrol pump for Diesel supply	
iii)	Registration No of the Firm: (attach a copy)	
iv)	Name, Designation, Address, Telephone No. & email-id of the Authorized person to deal with:	
v)	PAN Number: (attach a copy)	
vi)	GST Number (attach a copy)	
vii)	Valid Authorization Certificate from anyone of PSU company to supply Diesel. (attach a copy)	
viii)	GPS location of the Petrol pump for supply Diesel	
ix)	Distance of Diesel pump from GCNEP (28.7898754, 76.8578242)	

Note: Location mentioned in this annexure is only for calculating distances from Supplier diesel pump to GCNEP, Diesel supply location may be different.

Place:

Date: ___/___/___

Signature

Name of the Signatory:

Name of the Agency:

Agency Stamp: