Annexure-1

Part I (Pre –Qualification Part)
NIT(Specific TERMS & CONDITIONS)

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 super scribing 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 super scribing (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 tender (as per Annexure-2), their offer will be rejected.

2) Tender submission time on due date : Up to 11:30 AM
Tender opening time on due date : 12:30 PM onward.

3) **Pre –Qualification Criteria:**(As per Annexure-3)
(Bidder must submit all the required information and all the requireddocuments in support of PQC failing which their offer will be rejected.)

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. **"Specification and All Tender terms & conditions have been agreed by us in totality "**failing which their offer will be rejected and price part shall not be opened.

5) Bidders who are not registered with UCIL for RTGS payment .They should provide Bank details, copy of Pan Card and GSTIN number (if applicable)& copy of cancelled cheque leaf along with Pre qualification Part.

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

(Anjana Mahanty)
Asst. Purchase Officer

Annexure-2

Part II (Techno commercial Cum Price Part)
NIT(Specific 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 Tender 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 part .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 term:** Bidders should submit their offer on F.O.R. destination basis for supply of materials at our Jaduguda/Narwapahar/Turamdih Stores. .No other price term is acceptable. All freight and insurance charges will be borne by the bidder.

5) **Validity:** Offer validity should be 180 days from the due date of tender.

6) **Payment term:** Bidder should quote payment term as "100% payment will be made within 30 days from the date of receipt & acceptance of material "

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) Sample: Sample, if called for, shall be submitted free of all charges and the same may not be returned to the tenderer.

9) Delivery Schedule : Within 45 Days from the date of Purchase Order.

10) Offers must be submitted positively within the due date. Tenders will not be accepted after 11.30 A.M on the due date of submission of offers.

11) **Taxes:** All taxes shall be claimed at actual prevailing at the time of dispatch. Documentary proof shall be submitted.

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) **Firm Price**: The price should be firm till the execution of entire order quantity.

14) **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.

15) Bids submitted by related parties in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial and / or operating decision.

16) Exemption will be applicable to the MSEand startup Bidders as per Government guidelines.

17) **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.

18) **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.

19) PUC **Certificate of Pollution Control,** if applicable, should be submitted along with supply of material.

20) <u>DISPUTE RESOLUTION MECHANISM AND JURISDICTION:</u>

i) CONCILIATION :

Notwithstanding anything contained in this contract, any disputes or differences whatsoever, which are to be settled amicably between the parties with their authorized representatives, shall be resolved through conciliation.

ii) MEDIATION :

Any disputes or differences, which are not settled amicably through conciliation, then either of the parties, may approach for Mediation to settle under Mediation Act, 2023. The procedure is to be followed as prescribed in the Mediation Act,2023 amended from time to time.

iii) AMRCD

Any disputes or differences between the parties are not settled amicably with conciliation and/or Mediation, then such disputes or differences shall be resolved through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD). Any disputes or differences relating to interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts, inter-se and also between CPSE(s) and Government Department(s) / Organization(s) shall be taken by either party for its resolution through AMRCD.

iv) ARBITRATION :

Any disputes or differences where clause no. iii is not applicable, the parties may go for arbitration as per the provisions of Arbitration & Conciliation Act, 1996 provided the disputes is restricted to less than Rs. 10 Cr. (Ten Crores). This amount is with reference to the **value of the dispute** and not the **value of the contract** which may be much higher. In all other cases, arbitration shall not be a method of dispute resolution arising out of this contract.

v) JURISDICTION :

If the matter is not resolved through above means, the dispute shall be resolved in civil court of law at Jharkhand only.

21) Preference will be given to parties as per Govt. guidelines in vogue.

22) <u>PRICE PREFERENCE FOR MICRO & SMALL INDUSTRIES:</u>

- **a.** In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply at least 25 percent of total tendered value.
- **b.** In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity)

23) **<u>MSME (SC/ST)</u>**: Supporting documents related to MSME (SC/ST) organization to be submitted along with techno commercial bid

24) 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.

25) **<u>NOTE</u>**: 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

26) **Deviation of Order Quantity:** Up to 10% variations in the execution of purchase order of the total order value for sanctioned order value is allowed without issue of amendment / revision in the purchase order.

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
PO – Jaduguda Mines
Distt. - East Singhbhum
JHARKHAND – 832 102
GST NO : 20AAACU2207N1ZO
PAN : AAACU2207N

28) **For Information to ALL MSME Venders :-**
As per Government guideline, It is mandatory for all CPSE, MSME Vendors to register themself on TReDS Portal. Details of contact persons, Phone No.,Email Id is given below for TReDS registration.

Mr. Binay Kumar Mishra,Service RM I Business Development : Mobile No. 9199545258
Email id – binay1.mishra@invoicemart.com

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

For Correspondence Email id : jadpur1@uraniumcorp.in

(Anjana Mahanty)
Asst. Purchase Officer

Annexure-3

Pre-Qualification Criteria (B) ;

1) The bidder shall confirm that they have quoted the item as per specification, without any technical deviation.

2) Any Purchase order copies of similar category of items supplied to any organization in any one of the last three or in current (Within due date of enquiry) financial years.

(Anjana Mahanty)
Asst. Purchase Officer