

URANIUM CORPORATION OF INDIA LIMITED

P.O:JADUGUDA MINES, JHARKHAND - 832102

Annexure-2

Ref : Public Tender No.: PUR/3/64/0316/1232

Item : Friction Liner for Main Shaft Winder

Part I (Techno commercial Part) **NIT (Specific TERMS& CONDITIONS)**

SPECIFIC TERMS & CONDITIONS FOR SUBMITTING THE OFFER

1) **STYLE OF QUOTATION**: **TWO PART SYSTEM**

The tender will be submitted on two part system. Part-I consisting of commercial part (except price) & Part-II consisting of price only. After evaluation of the Techno commercial offers, the price part of the qualified parties will be opened.

2) **Part-I, TECHNO COMMERCIAL BID (UNPRICED)**

It shall contain

- All Commercial terms & conditions of sale.
- Scan copy of Tender fees & Earnest Money Deposit / MSME exemption certificate as per the prevailing Govt. guide line.
- Scan copy of all documents in support of PQC (see clause "PQC" – below).
- Tender acceptance letter (Acceptance of all terms & conditions of tender in totally)

3) **Part-II, PRICE BID**: This part shall contain "Rate" only as per price format as per CPP portal format. All the commercial terms & conditions must be in Part-I only.

4) **MODE OF SUBMISSION OF TENDER**

Both parts of the offer should be submitted online through <https://etenders.gov.in/eprocure/app> subject to meeting pre-qualification criteria and terms & conditions of our tender (as per annexure-2). Offer must be submitted positively within the due date & time. Bidder must submit all the required information and scan copy of the required documents in support of PQC and other tender terms & conditions failing which their offer is liable to be rejected. Please do not send the offer in hard copy.

Bidder should submit hard copy of EMD, Tender Fee in sealed envelope superscribing "EMD, TENDER FEE", tender ref. no., due date and same shall be sent to **Dy. General Manager (Purchase), Purchase Dept, Uranium Corporation of India Limited, PO: Jaduguda Mines, East Singhbhum, Jharkhand – 832102, should reach us on or before due date and time failing which the offer is liable to be rejected except where exemption is provided in the tender.**

5) **TO EVALUATE ALL PARTIES ON EQUAL PLATFORM, ALL THE COMMERCIAL TERMS & CONDITIONS OF THE NIT HAVE TO BE ACCEPTED BY THE BIDDERS OTHERWISE OFFER MAY NOT BE CONSIDERED.**

6) **PRE-QUALIFICATION CRITERIA (PQC)**:

- The bidder shall confirm that they have quoted the items as per specification without any technical deviation.
- The bidder shall submit Purchase Order copy of similar items supplied to any organization in any one of the last seven or in current (within due date of tender enquiry) financial year.
- The bidder's average annual turnover during last 03 financial years i.e. 2021-2022, 2022-2023 and 2023-24 ending 31st March, should be at least Rs. 22,85,672/-. Audited balance sheet and profit and loss account must be submitted by the bidder in support of above.

7) Similar Category has been defined for Techno-Commercial evaluation of PQC.
Similar Category are "Spares of Winders/Complete Winder Assy".

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- 8) **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.
- 9) **DELIVERY SCHEDULE:** Within 6 months from the date of placement of order.
- 10) Firm Price: Bidders quoted price shall remain firm during entire execution of the order quantity.
- 11) Bidder has to explicitly indicate the incidence of all taxes, duties, levies etc that are applicable on his quoted prices/rates. The bidder shall not indicate the same as "Extra" or "Extra as applicable".
- 12) Bidder whose name exists in our dormant list (Adverse remarks register) their offer will not be considered.
- 13) Basis of Evaluation: Evaluation of L1 (Lowest) bidder shall be done based on their lowest landed amount as per price format subject to qualify as per tender terms & conditions. Bidder should be quote their amount in both figures as well as in words. In case of any discrepancy in figure and words amount, then amount written in words will be final.
- 14) Price: Tenderers must submit their price as per our enclosed price format (BOQ) Part-II failing which offer will liable to be rejected.
- 15) **TENDER FEE:** Parties who are interested to participate in the tender may do so by depositing **Rs. 1000/-** as tender fee deposited in SBI (any branch) through SBI challan as per format available to UCIL website: www.uraniumcorp.in **OR** by demand draft (DD) drawn on State Bank of India, Jaduguda Branch (Code no. 0227) drawn in favour of URANIUM CORPORATION OF INDIA LTD. Documentary evidence regarding tender document fee submitted through SBI challan/ Demand Draft (DD) i.e. scan copy of the same must be uploaded along with Part-I. Subsequently hard copy of challan/DD should be sent to DGM (Purchase) purchase department and should be reached us on or before due date and time in a sealed envelope super scribing "TENDER FEES" tender ref. no & due date without which the offer shall be rejected. Exemption to tender fee will be allowed to company / units registered with MSE /SSI/ NSIC / Director of Industries of State, Cottage Industries approved by the State Authority subject to submission of scan copy of valid documentary evidence. Apart from this Exemption of tender fees will also be applicable as per government guidelines in vogue. Bidders who are not exempted for submission of tender fees has to upload scanned copy of tender fees document along with offer and hard copy of the same must be sent on or before due date and time of tender to following address:
Dy. General Manager (Purchase), Purchase Dept, Uranium Corporation of India Limited, PO: Jaduguda Mines, East Singhbhum, Jharkhand – 832102.
- 16) **EARNEST MONEY DEPOSIT:**
Offers should be accompanied by an Earnest Money Deposit of Rs. 76,189/- (Rupees Seventy six thousand one hundred eighty nine only) failing which the offer shall be rejected. E.M.D. shall be by way of a demand draft /Banker Cheque drawn on State Bank of India, Jaduguda Branch (code No. 0227) drawn in favour of URANIUM CORPORATION OF INDIA LTD. E.M.D. shall not bear any interest. EMD may also be submitted in the Form of Bank Guarantee as per enclosed format. The offers received from tenderers without EMD shall be summarily rejected except where exemption is provided in the tender.

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MSE/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. Bidder seeking for EMD exemption shall submit relevant valid documents as per Government guideline for

Exemption of EMD. Apart from this Exemption of tender fees will also be applicable as per government guidelines in vogue. Bidders who are not exempted for submission of **EMD & tender fees**, has to upload scanned copy of **EMD & tender fees** document along with offer and hard copy of the same must reach us on or before due date and time of tender to the following address:

**Dy.General Manager (Purchase), Purchase Dept, Uranium Corporation of India Limited,
Po: Jaduguda Mines, East Singhbhum, Jharkhand – 832102.**

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.
- 17) **Price term:** Bidders should submit their offer on F.O.R. destination duly unloading and insured basis for supply of materials at our Jaduguda Stores. No other price term is acceptable. All freight, insurance and unloading charges will be borne by the bidder.
- 18) **Validity:** Offer validity should be 180 days from the due date of tender.
- 19) **Payment term:** Bidder should quote payment term as "100% payment will be made within 30 days from the date of receipt & acceptance of material."
- 20) **Freight and Insurance:** To be borne by the supplier.
- 21) Offers must be submitted positively within the due date. Tenders will not be accepted after 12.30 P.M on the due date of submission of offers.
- 22) **Taxes:** All taxes shall be claimed at actual prevailing at the time of dispatch. Documentary proof shall be submitted.
- 23) 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.
- 24) Conditional offer will out rightly be rejected. Offer shall be submitted by the bidders online as per our price format (BOQ) only failing which offer is liable to be rejected.
- 25) **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

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be released after deduction of Liquidated Damage (LD) subsequent to issuance of order amendment regarding delivery schedule.

- 26) **SECURITY DEPOSIT (Performance Security):** Security deposit will be held by the Corporation until successful completion of the order/contract, and will bear no interest.
- 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 / bankers cheque / BG 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.
- 27) **GUARANTEE / WARRANTY (DEFECT LIABILITY PERIOD):** Material should be guaranteed for a period of 12 months from the date of receipt & acceptance of material at our stores. In case of any manufacturing defects material will be repaired, rectified or replaced free of cost at our site. The bidder will furnish guarantee certificate along with supply. In case of delay in attending the defect as stipulated above, the defect liability period shall get automatically extended. The security deposit amount should be valid up to defect liability period.
- 28) **BANK GUARANTEES (B.Gs)**
- a) Bank guarantees wherever stipulated should be as per our proforma & issued by an Indian Nationalized bank/ Scheduled Commercial bank.
 - b) They shall be valid for periods as under.
 - i) For Security Deposit: Till satisfactory completion of defect liability period. ii) **FOR EMD: Till award of contract.**
 - c) All bank guarantees shall provide for claim period of 6 months after the expiry date.
 - d) If the bank guarantees are furnished with validity periods 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.
- 29) **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.
- 30) PUC certificate of Pollution control, if applicable, should be submitted along with supply of material.
- 31) **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

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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.

32) **Dispute resolution Mechanism and Jurisdiction:**

- a) **Conciliation:** Notwithstanding anything contained in this contract, any disputes or differences whatsoever, which are to be settled amicably between the parties with their authorized representative, shall be resolved through conciliation.
- b) **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.
- c) **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.
- d) **ARBITRATION:** Any disputes or differences where clause no. (c) 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.
- e) **Jurisdiction:** If the matter is not resolved through above means, the dispute shall be resolved in civil court of law at Jharkhand only

33) Purchase Preference will be given to parties as per prevailing Govt. guidelines in vogue.

34) **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.

35) 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 :-

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Distt. - East Singhbhum

JHARKHAND – 832 102

GST NO : 20AAACU2207N1ZO

PAN : AAACU2207N

36) 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, except when Global tender enquiry has been issued. In global tender enquiry's Non-local suppliers shall also be eligible to bid along with class-I local suppliers and Class –II local suppliers in procurement of all goods, services or works not covered under above clause (1).

Purchase preference in the procurements of goods or works, which are covered under clause (2) above 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.

Purchase preference in the procurements of goods or works, which are covered under clause (2) above 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.

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

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- 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 II 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.
- 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.
- Note: False declarations regarding Class I/Class II status will be considered as breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

- 37) Preference under make in India shall be given to class I Local supplier as defined in public procurement (preference to make in India) order 2017 as amended from time to time and its subsequent orders/notifications issued by concerned nodal ministry for specified goods/products. The minimum local content to qualify as a class I local supplier should be min. 50%. If the bidder wants to avail the purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of location at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.
- 38) In case of the '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', as the case may be.

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- 39) Bidder should submit duly filled and signed Pre Contract Integrity Pact as per enclosed format. (as per annexure 4)
- 40) 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.
- 41) Subsequent to bid opening, if it is found that 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 ability to control the other party or exercise significant influence over the other party in making financial and / or operating decision.
- 42) Bidder whose Tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of Tender, even though UCIL may elect to withdraw the Invitation to Tender.
- 43) UCIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for UCIL's action.
- 44) Supplier shall ensure that all the items supplied shall be new. UCIL reserves the right to reject goods which are not as per specification and also if items are supplied in breach of the terms & conditions stipulated. In case of rejection, supplier shall replace the rejected item free of cost or refund the amount paid (if any) against the rejected item. In case rejected items are not replaced by Supplier within one week from the date of rejection, a credit note should be issued for the value of items rejected, for adjustment. UCIL shall be entitled to recover from the supplier, all costs incurred by UCIL in respect of the rejected goods. Rejected goods will be lying at the UCIL's store at the supplier's risk and shall be removed by the supplier at their own cost immediately on receipt of instruction from UCIL. UCIL shall not be held responsible for any loss on account of deterioration etc. of the rejected goods. If rejected goods are not removed by the supplier, UCIL may charge penal rent and dispose off the goods as deemed.
- 45) Other Terms & conditions as in "Instructions to Tenderers & General conditions of contract" (Annexue-3) shall also apply. However in case of any contradiction between above terms & conditions and General conditions of contract then above terms & conditions shall prevail.
- 46) **For Information to ALL MSME Venders** : :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.

Name	Contact No.	Email ID
Binay Kumar Mishra	9199545258	binay1.mishra@invoicemart.com

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

For Correspondence Email id : jadpur3@uraniumcorp.in