REF : 78105
Annexure-1

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

1) Bidders who are interested in supply are required to submit their offer in TWO PART (Pre –Qualification &Techno commercial Cum Price part) through https://etenders.gov.in/eprocure/app subject to meeting pre qualification criteria and terms & condition of our tender. Bidders who are not meeting the pre-qualification criteria and not confirming all tender terms & condition then 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 failing which their offer will liable to be rejected.)

3) **EARNEST MONEY DEPOSIT:**
Offers should be accompanied by an Earnest Money Deposit of **Rs. 5,000/- (Rupees : Five Thousand 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.
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** has to upload scanned copy of **EMD** document along with offer and hard copy of the same in sealed envelope superscribing the Enquiry no., Date and Due date in the top of the envelope should be reached us on or before due date and time of tender to the following address failing which their offer shall be liable to be rejected.
The Asst. Purchase Officer, 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.

4) Bidders shall submit one line confirmation as T**ender acceptance letter** in their letter head duly signed with indication of Enquiry number and date as following :
".Specification and All Tender/Enquiry terms & conditions have been agreed by us in totality". Offer received without Tender acceptance letter is liable to 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, Scan copy of Pan Card and GSTIN number (if applicable)& copy of cancelled cheque leaf along with Pre qualification Part.

(ANJANA MAHANTY)
Asst. Purchase Officer

REF : 78105
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 submit one line confirmation as T**ender acceptance letter** in their letter head duly signed with indication of Enquiry number and date as following :
".Specification and All Tender/Enquiry terms & conditions have been agreed by us in totality". Offer received without Tender acceptance letter is liable to 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 Amount as per price format subject to qualify as per tender terms & conditions. Bidder should 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.

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) Bidders shall submit their offer as per our price format failing which their offer will be rejected.

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

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 also.

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

10) **Delivery Schedule** : Within 5 Months from the date of Purchase Order.

11) 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.

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

13) 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.

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

15) **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.

16) 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.

17) Exemption will be applicable to the MSE and startup Bidders as per Government guidelines.

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

19) BANK GUARANTEES (B.Gs)

a) Bank guarantees wherever stipulated should be as per our proforma & issued by an Indian Nationalised bank/ Scheduled Commercial bank.
b) They shall be valid for periods as under.
   i) For Security Deposit: Till satisfactory completion of order. ii) For EMD : Till award of Order.
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.

20) 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.

21) 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.

22) DISPUTE RESOLUTION MECHANISM AND JURISDICTION:

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.

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

24) PRICE PREFERENCE FOR MICRO & SMALL INDUSTRIES:

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)

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

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

27) 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.

28) 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

29) 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.

30) 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

31) 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

REF : 78105
Annexure-3

Pre-Qualification Criteria :

i) Bidder should be manufacturer or their authorized dealer of specified make/brand of bearing as mentioned in the tender.

ii) In case of authorized dealer, a copy of valid authorization certificate from the principal must be submitted.

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

(ANJANA MAHANTY)
Asst. Purchase Officer