REF : 78106
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 donot send the offer in Hard copy.**

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

3) **TENDER FEE:** Parties who are interested to participate in the tender may do so by depositing **Rs. 500/-** 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 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 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.

4) **EARNEST MONEY DEPOSIT:**
Offers should be accompanied by an Earnest Money Deposit of **Rs. 17,064/- (Rupees : Seventeen Thousand Sixty Four 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 &** tender fees ,has to upload scanned copy of **EMD & tender** fees 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.

5) 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.

6) 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 : 78106
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 4 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) SECURITY DEPOSIT: 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.

20) 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.

21) 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.

22) 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.

23) 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.

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

25) 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)

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

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

28) 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

iii) 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 :

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 thisOrder.

a) If 'Class I Local suppliers' qualify for award of contract for at least 50% of thetendered 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 I 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 ofcontract 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 ClassI/ClassII 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.

29) **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.

30) **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.

31) In the event of supply please provide the GST registration details along with invoice and raise the invoice as per the rovision 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

32) 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.

33) 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 : 78106
Annexure-3

Pre-Qualification Criteria :

1. Bidder should be manufacturer or their authorized dealer of specified make/brand as mentioned in the tender or supplier.
2. In case of authorized dealer, a copy of valid authorization certificate from the principal must be submitted.
3. In case of supplier compliance of the following is required:
   a) The bidder shall confirm that they have quoted the item as per specification, without any technical deviation.
   b) The bidder shall submit PO copy of similar category of items supplied to any organization in any one of the last three or in current (within due date of tender enquiry) financial year.
4. The bidder's average annual turnover during last 03 financial years i.e. 2022-2023, 2023-2024 and 2024-2025, ending 31st March, should be at least Rs.5,11,926/-. Audited balance sheet and profit and loss account must be submitted by the bidder in support of above.

(ANJANA MAHANTY)
Asst. Purchase Officer