

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

Annexure-2
Page 1 of 11

Tender No.: PUR/2/RC/Rubber Lining System/1242
Item: Rate contract for Rubber Lining System.

SPECIFIC TERMS & CONDITIONS FOR SUBMITTING THE OFFER

- 1) **STYLE OF QUOTATION : TWO PART SINGLE STAGE SYSTEM.**
The tender will be submitted on two part system. Part-1 consisting of techno-commercial part (except price) & part-II consisting of price only as per enclosed format (Annexure-3) failing which offer shall be rejected.
After evaluation of the Techno commercial offers, the price part of the qualified bidders will be opened.
- 2) **PART-I, TECHNO COMMERCIAL BID (UNPRICED)**
It shall contain:
 - a) Scan copy of Tender fees & Earnest Money Deposit / MSME exemption certificate as per prevailing govt. guideline..
 - b) Scan copy of all documents in support of PQC (see clause "PQC"- below).
 - c) Tender acceptance letter(Acceptance of all terms & conditions of tender in totality)
- 3) **PART-II, PRICE BID** : This part shall contain "Rate" only.
- 4) **MODE OF SUBMISSION OF TENDER**: Bidders who are interested in Supply of Rubber Lining systems against Rate contract are required to submit their online offer in TWO PART (Techno commercial part and price part) 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 all 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 FEES in sealed envelope super scribing "EMD,TENDER FEES " tender ref.no. ,due date and same shall be sent to DGM(Purchase) Purchase department , UCIL, Jaduguda Mines-832102 **by speed post** and should be reached 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 TERMS & CONDITIONS OF THE TENDER HAVE TO BE ACCEPTED BY THE BIDDERS IN TOTALITY FAILING WHICH THEIR OFFER IS LIABLE TO BE REJECTED.** Bidders shall submit one line confirmation as Tender acceptance letter in their letter head duly signed with indication of Tender number and date as following:
"Specification and all tender 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) **SCOPE**: Supply of Rubber Lining system as mentioned in **Annexure-1**. The material will be supplied at UCIL stores, Jaduguda & Turamdih on duly unloaded and insured basis. JADUGUDA is 25 Km from Tatanagar Rly. Station & TURAMDIH is 6 Km from Tatanagar Rly. Station.
- 7) **TENURE OF CONTRACT**: Tenure of contract will be for One year from the date of order + 60 days spill over period on same terms & conditions will be applicable. If the performance of supplier is satisfactory it may be extended for further one or two years depending upon the situation and subject to mutually agreed by both UCIL and suppliers on same terms and conditions.

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

Annexure-2
Page 2 of 11

Tender No.: PUR/2/RC/Rubber Lining System/1242
Item: Rate contract for Rubber Lining System.

- 8) **TENTATIVE CEILING VALUE OF CONTRACT:** Tentative ceiling value of rate contract for one year with spill over period of 60 days will be **Rs. 5,47,53,321/-** (Rupees Five crore forty seven lakhs fifty three thousand three hundred twenty one only) **Rs.3,35,10,238/- for Turamdih and Rs.2,12,43,083/- for Jaduguda** . However value may vary. The value written in rate contract will be applicable.
In the event of supply of materials against the rate contract, supplier will intimate the moment 80% of the total R/C value allocated to them is exhausted for necessary action at our end. Please note that any supply **beyond the unit wise** and total ceiling value allocated to them without any amendment shall be at supplier's own risk & cost. However party has to intimate each month a declaration of supply value of that particular month, cumulative value upto that month and the balance amount value of the Rate contract unit wise.
- 9) **PRE-QUALIFICATION CRITERIA :**
- a) Manufacturers of weir resistant rubber liners of rod mills who have supplied similar items to heavy mineral mining / processing industry treating ore having bond index of 12 KW/T or higher only need to submit offer. Documentary evidence as a manufacturer in support of the above shall be submitted.
 - b) Bidder shall have at least two credentials of supply of similar category of items to any one organization for Rod Mill size 2.5 mtr dia x 4.0 mtr long or above or higher inside volume of wet grinding overflow discharge type mill for siliceous ore in any of the current / last five years. PO copies, the statement of invoices and "Performance certificates of satisfactory life" must be submitted as a credentials for the same.
 - c) 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. 1,64,25,996/-. Audited balance sheet and profit and loss account must be submitted by the bidder in support of above.
Similar means weir resistant rubber liners of grinding mills.
- 10) **SUPPLY REQUEST:** The material to be supplied as per supply request of Direct demanding officer of UCIL, whose specimen signature and name will be indicated in the rate contract.
- 11) **VALIDITY :**
- a) **FOR PLACEMENT OF RATE CONTRACT:** 180 days from due date.
 - b) **FOR EXECUTION OF RATE CONTRACT:** The rate contract should initially be valid for a period of one year. A period of 60 days (spill over period) shall be allowed on expiry of the contract at the same rates, terms & conditions as per contract. The contracts thereafter may be further extended on mutual consent. "Supply Requests" issued during the spillover period will also be required to be executed on the same terms.
- 12) **PRICE:** Your quotation should clearly indicate basic price , P&F , Freight & GST separately. Bidder shall quote Per unit price against the items of price format Annexure-3 (BOQ) and unit prices of P&F ,Freight ,Insurance unloading and other charges if applicable failing which offer will liable to be rejected even after opening of price bid..
- 13) **GST:** GST shall be claimed at actuals prevailing at the time of dispatch. Documentary proof shall be submitted.

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

Annexure-2
Page 3 of 11

Tender No.: PUR/2/RC/Rubber Lining System/1242
Item: Rate contract for Rubber Lining System.

- 14) **BASIS OF EVALUATION:** Rate contract and ceiling value may be awarded to the bidder who have quoted lowest landed total unit amount item wise as per Price format (BOQ) Annexure-3, subject to qualify in Part-1. In case of tie or under other inconclusive situations then UCIL's decision towards award of Rate contract will be final and binding upon participated bidders.
- 15) **PRICE TERMS:** Offers must be submitted on FOR DESTINATION basis for supply by road. (JADUGUDA is 25 Km from Tatanagar Rly. Station & TURAMDih is 6 Km from Tatanagar Rly. Station).
- 16) **DELIVERY SCHEDULE:** As & when required basis within 60 days from the date of supply request.
- 17) **FIRM PRICE:** Your quoted price shall remain firm till expiry of Rate Contract. (i.e. for one year + 60 days spill over period). However Taxes, duties and other govt. levies if any will be ruling as per govt. circular / notification. Other price if any will remain firm.
- 18) **DESPATCH INSTRUCTION:** To be delivered at our Jaduguda and Turamdih Stores through your own arrangement.
- 19) **INSURANCE:** Insurance should cover all risks upto the destination. Insurance will be arranged by the supplier.
- 20) **PAYMENT TERMS:** Our standard payment term is "Within 30 days from the date of receipt of material at our Stores and acceptance thereof".
- 21) Bidders whose name exists in UCIL's **dormant list (Adverse Remarks Register)** their offer will not be considered.
- 22) **GUARANTEE / WARRANTY:** The material shall be guaranteed against manufacturing defects, poor workmanship for following working hours:
- a) Rod Mill (A/B/C) Liners – Min life 6500 working hours
 - b) Ball Mill (A/B) Ø 3.1 x 5.0m – Min 10,000 working hours
 - c) Ball Mill (C) Ø 3.2 x 5.0m – Min 10,000 working hours
 - d) Ball Mill Ø 1.9 x 3.5m – Min 20,000 working hours
 - e) Rod Mill Liners – Min life 6500 hours
 - f) Ball Mill 2900mm x 4572mm long – Min 13,000 hours
 - g) Ball Mill 500 TPD Ø 2900mm x 4572mm long – Min 7200 hours
 - h) Lime Stone Ball Mill Ø 6' x 7 1/2' long – Min 20,000 hours
 - i) Magnetite Ball Mill 1200mm x 2700mm long – Min 13,000 hours
- Defected material shall be replaced free of cost on "free at our site" basis. This shall be backed up by a B.G for **3%** of the PO value valid for the guarantee period (**2 years with claim period of further 6 months**) as per our proforma enclosed.
- 23) **AFTER SALES SERVICE-SUPPORT:** Concerned service engineer shall visit our site in every three months or if any emergency support is needed whichever is earlier. Supplier will do the wear measurement of lining system from site in every 3 months. Based on the wear measurement the supplier will submit a simulation report indicating the following things:
- a) Determination of wear rate of liners
 - b) Prediction of liner life
 - c) Computing the next tentative replacement date.

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

Annexure-2
Page 4 of 11

Tender No.: PUR/2/RC/Rubber Lining System/1242
Item: Rate contract for Rubber Lining System.

- d) Maintaining a zero inventory of lining system
- e) Avoiding any exigency

- 24) **INSTALLATION & SUPERVISION**: Free installation & supervision to be provided by the party.
- 25) **TENDER FEE**: Parties who are interested to participate in the tender may do so by depositing **Rs.1500/-** as tender fee deposited in SBI (any branch) through SBI challan as per format available at UCIL website(www.uraniumcorp.in). Documentary evidence regarding tender document fee submitted through SBI challan i.e. scan copy of the same must be uploaded along with Techno-commercial part. Subsequently hard copy of challan should be sent to DGM(Purchase),purchase department by speed post and should be reached us on or before due date and time in 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 as per Govt. guidelines to company / units registered with MSME / NSIC / Director of Industries of State, Cottage Industries approved by the State Authority subject to submission of scan copy of valid documentary evidence.
- 26) **EARNEST MONEY DEPOSIT**: The E.M.D amount shall be **Rs. 5,47,533/-** (Rupees five lakhs forty seven thousand & five hundred thirty three) only. EMD shall not bear any interest. EMD may be submitted in the form of Bank Guarantee / Demand Draft obtained from a scheduled / Nationalized Bank.
- In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall be obtained from a scheduled / nationalized bank. The genuineness of BG should be checked from the issuing bank. The offers received from tenderers without EMD and/or tender cost shall be summarily rejected except where exemption is provided in the tender.
- MSME/NSIC/Small Scale Industries (SSI) with current valid registration with state or central govt. shall be exempted as per the prevailing Govt. guideline issued by the relevant Ministry for their respective sector 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.
- 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.
- 27) **SECURITY DEPOSIT**: The successful bidder shall furnish a security deposit to the extent of **3%** of the total value of the order within 30 days of receipt of contract/order, when the order is awarded . Such a deposit will be held by the Corporation until successful completion of the order/contract, and will bear no interest. It will be forfeited in the event of breach of contract. Security deposit may be in the form of a bank guarantee issued by an Indian Nationalized Bank /Scheduled Commercial bank in favour of URANIUM CORPORATION OF INDIA LTD.(Proforma enclosed) Security deposit may also be submitted in the form of Demand Draft/Bankers Cheque drawn on State Bank of India, Jaduguda Branch (code No. 0227) drawn in favour of URANIUM CORPORATION OF INDIA LIMITED.
- a) Security deposit (SD) shall be uniformly levied @ 3% of contract value towards satisfactory completion of the order.

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

Annexure-2
Page 5 of 11

Tender No.: PUR/2/RC/Rubber Lining System/1242
Item: Rate contract for Rubber Lining System.

- 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) EMD may be adjusted towards SD. However, if EMD is submitted in the form of bank guarantee, fresh bank guarantee is to be submitted towards SD in the prescribed format to be attached with order.
- d) Security deposit may be recovered while releasing the first payment to the party in case the same is not deposited by the supplier.
- e) Supplier/Contractor is also permitted to furnish BG in favour of Uranium Corporation of India Ltd. in the prescribed format towards security deposit.
- f) 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.

28) BANK GUARANTEE (B.G)

- a) Bank guarantee should be as per our proforma & issued by Scheduled / Nationalized bank.
- b) BG for EMD shall be valid till expiry of the offer. BG for Security Deposit shall be valid till satisfactory completion of order.
- c) Bank guarantee shall provide for claim period of 6 months after the expiry date.
- d) If the bank guarantee is furnished with validity period 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) LIQUIDATED DAMAGE (LD): Liquidated Damages (LD) shall be levied on monthly shortfall quantity 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
- (c) For the portion of delay which is attributable to UCIL / force majeure or to the supplier / contractor, the case shall be dealt with as follows :

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

Annexure-2
Page 6 of 11

Tender No.: PUR/2/RC/Rubber Lining System/1242
Item: Rate contract for Rubber Lining System.

A. Delay attributable to UCIL / Force majeure

LD	Not Applicable
Taxes & Duties	Any increase in taxes and duties on account of statutory increase, fresh imposition of any duty or taxes which take place during such extended period shall be admissible.
Price Variation	Price variation , if indicated in the Work Order/ Purchase Order , shall be applicable during such extended period

B. Delay attributable to Supplier / Contractor

LD	Applicable
Taxes & Duties	Increase / fresh imposition of taxes and duties during the extended period will be to the account of the supplier/contractor. Any decrease in taxes and duties during the extended period will be availed by UCIL
Price Variation	Price variation, if indicated in the contract will be applicable for the work performed within the scheduled period of contract. For work executed during the extended delivery period, the rates as prevailing on the last day of the scheduled contract period only may be paid. De-escalation / reduction, if any, which takes place, shall have to be passed on to UCIL

- 30) **RELATED PARTY CLAUSE:** Subsequent to tender 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.
- 31) **MSME (SC/ST):** Supporting documents related to MSME (SC/ST) organization to be submitted along with techno commercial bid.
- 32) **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).

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

Annexure-2
Page 7 of 11

Tender No.: PUR/2/RC/Rubber Lining System/1242
Item: Rate contract for Rubber Lining System.

- 33) FOR INFORMATION OF ALL MSME VENDORS:** 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.	E-mail id.
Mr.Binay Kumar Mishra	9199545258	binay1.mishra@invoicemart.com
Customer Care	022-62357351	customercare@invoicemart.com

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

For Correspondence Email id : jadpur2@uraniumcorp.in

- 34) 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.

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

Annexure-2
Page 8 of 11

Tender No.: PUR/2/RC/Rubber Lining System/1242
Item: Rate contract for Rubber Lining System.

- 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 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 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 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.

- 35)** 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 local content to qualify as a class I local supplier should be minimum 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

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

Annexure-2
Page 9 of 11

Tender No.: PUR/2/RC/Rubber Lining System/1242
Item: Rate contract for Rubber Lining System.

the local value addition is made along with their bid, failing which no purchase preference shall be granted.

- 36) 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.
- 37) **LOSSES CAUSED TO US:** All losses caused to us due to total non-delivery, short delivery or damage of goods shall be made good by Supplier. Any damage of assets or any accident occurs at UCIL's premises by your vehicles shall also be made good by you. Any insurance coverage required to cover loss of material and damage to property and personnel shall be taken by you at your cost.
- 38) **CANCELLATION OF ORDER:** It will be your endeavour to execute the work/purchase order to our satisfaction. In case of your failure to do so, the order is liable to be cancelled.
- 39) **PREFERENCE:** Preference will be applicable as per Govt. guidelines in vogue. Parties claiming preference shall submit supporting documents along with their offer.
- 40) **RTGS DETAILS:** Bidders who are not registered with UCIL for RTGS payment should provide bank details, scan copy of Pan Card and GSTIN number & copy of cancelled cheque leaf along with techno-commercial part for RTGS registration only.
- 41) **The final acceptance of the tender rests with UCIL, who reserves itself the right to reject any or all tenders without assigning any reason.**
- 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 of tender.
- 43) **UNDERTAKING** : Undertaking not to give any gift / inducement in connection with securing any favour in dealing with UCIL as per enclosed format.
- 44) **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.
- 45) **REJECTION OF GOODS:** 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 supplied in breach of the terms & conditions stipulated. In case of rejection you shall have to replace 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.
- 46) **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

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

Annexure-2
Page 10 of 11

Tender No.: PUR/2/RC/Rubber Lining System/1242
Item: Rate contract for Rubber Lining System.

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

47) 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.

48) PRE CONTRACT INTEGRITY PACT: Bidder should submit duly filled and signed Pre Contract Integrity Pact as per enclosed format.

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

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

Annexure-2
Page 11 of 11

Tender No.: PUR/2/RC/Rubber Lining System/1242
Item: Rate contract for Rubber Lining System.

- 50) **Other Terms & conditions as in “Instructions to Tenderer and 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.
- 51) **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

52) ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

Dear Sir,
Uranium Corporation of India Ltd, a Government of India undertaking under the administrative control of Department of Atomic Energy is doing its business as per the rules and regulation of the Public Sector Undertaking and other statutory agencies. The business is done in an ethical, rational & impartial manner with good corporate governance.

In our endeavour to be more transparent in our dealings and to support our ideology all **Vendors, Customers and Business Partners** are requested not to provide any gift and / or inducement to any of our employees for securing / being granted favour in dealings with our Company. In assurance of your commitment to the aforesaid, it will be highly appreciated if you fill up, sign and abide by the attached undertakings.

Report of any gifts and / or inducements sought by any employee of the company should be immediately reported to any one of the following:

Chairman & Managing Director Uranium Corporation of India Ltd, PO Jaduguda, Distt- East Singhbhum Jharkhand- 832 102 Email:cmdsect@uraniumcorp.in	Chief Vigilance Officer Uranium Corporation of India Ltd PO Jaduguda, Distt- East Singhbhum Jharkhand- 832 102 Email: cvo@uraniumcorp.in
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We assure you that complaints if any made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we except your commitment to the undertaking and its violation will have consequences as per prevailing rule of the Company.

Thanking you,
For Uranium Corporation of India Ltd

Name -----
Designation -----
Date -----