

Part I (Pre-Qualification Part)

- 1) Bidders who are interested in supply are required to submit their offer as per address indicated in our enquiry in two parts. Part-I consisting of Pre-Qualification Part and Part-II consisting of Techno-commercial Cum Price Part. Bidder should submit both parts in separate sealed envelope superscribing Part-I, Part-II and bidders name and address on top of the envelope. These two parts i.e. one Pre-Qualification Part and one Techno-commercial cum Price Part should be submitted in separate envelope superscribing (a) Tender No. & due date (b) Name and Address of Bidders. Bidders who are not meeting the pre-qualification criteria and also not accepted Terms & Conditions of NIT (as per Annexure-2), their offer will be rejected without making any further communication with them.
- 2) **Pre -Qualification Criteria:** (As per Annexure-3).
(Bidder must submit all the required information and documents in support of PQC failing which their offer will be rejected.)
- 3) All terms & conditions indicated in Part-II is required to be accepted by the bidders in totality in Part-I (Pre-qualification Part) failing which their offer will be rejected and price part shall not be opened and Bidder should also indicate one line confirmation in Pre-qualification part that **“All NIT terms & conditions indicated in Techno-commercial cum Price part (as per Annexure-2) have been agreed by us in totality”**

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

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Part-II (Techno-commercial Cum Price Part)

NIT TERMS & CONDITIONS

- 1) Following terms & conditions is required to be accepted by the participated bidders in totality and also mention one line confirmation in Part-I (Pre-qualification Part) that “**All NIT terms & conditions indicated in Technommercial cum Price part (as per Annexure 2) have been agreed by us in totality**” Failing which their offer will be rejected and price part shall not be opened.
- 2) **BASIS OF EVALUATION:** offer submitted by the bidder shall be in two part .Evaluation of L1 (Lowest) bidder shall be done based on their lowest landed quoted rate subject to qualify in Part I i.e. Pre Qualification Part. Bidder should quote their rate both figures as well as in words. In case of any discrepancy in figure and words rate then rate written in words will be final.
- 3) Bidders whose name exists in our **dormant list (Adverse Remarks Register)** their offer will not be considered.
- 4) **PRICE TERM:** Bidders should submit their offer on F.O.R. destination basis only 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 120 days from the due date of tender.
- 6) **PAYMENT TERM:** Bidder should quote payment term as “100% payment will be made within 30 days from the date of receipt & acceptance of material ”
- 7) **QUANTITY:** Quantity or stores indicated herein is approximate only and purchaser is not bound to order of full quantity and your offer should be valid for part quantity also.
- 8) Sample: Sample, if called for, shall be submitted free of all charges and the same may not be returned to the tenderer.
- 9) **DELIVERY SCHEDULE:** Bidder should indicate their best delivery schedule.
- 10) Offers must be submitted positively within the due date. Tenders will not be accepted after 11.30 A.M on the due date of submission of offers.
- 11) Bidders who are interested to participate in the tender opening may do so at their own arrangement on scheduled due date and Time.
- 12) You will confirm that the item is excisable in nature. Supporting document for reimbursement of payment against Excise Duty will be enclosed along with bill. In case the item is of imported origin supporting documents for reimbursement of payment against CD/CVD will be required to be submitted along with bill.
- 13) **AGREED LIQUIDATED DAMAGE** : If successful tenderer fails to execute the order within the agreed delivery schedule, he shall be liable to pay as agreed liquidated damages a sum@ ½% of the order value per week or part thereof of delay subject to a maximum of 5%. In case of delay beyond 10 weeks UCIL reserves the right to cancel the order and levy penalties.

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- 14) **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.
- 15) **FORCE MAJEURE**: In the event of strikes / lockouts, closure of work (whole or partial) breakdown of machinery, act of god or any other cause beyond our control, preventing or hindering the normal operation, we shall be at liberty to cancel this order at any time before receipt of goods without being liable to the supplier for damages or other claims.
- 16) **DISPUTES**: Both parties agree in, disputes arising out of this order may be settled by arbitration, in accordance with the Indian Arbitration Act, 1940 & its subsequent amendment, by a sole arbitrator who shall be appointed by the Chairman & Managing Director of this Corporation (UCIL).
- 17) **JURISDICTION**: This agreement order shall be deemed to have been executed at Jaduguda, Dist: East Singhbhum, Jharkhand and it is subject to the jurisdiction of Court of law in Ghatsila only, irrespective of anything to the contrary that may be mentioned in the tender / quotation.
- 18) Preference will be given to parties as per Govt. guidelines in vogue.

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Annexure-3

Pre-Qualification Criteria :

- 1) Quality & Dimensions should be as per OEM sample only.
- 2) The bidder should be either stockiest or importer or developer. .

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