

URANIUM CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)
P.O. Jaduguda Mines, Dist: East Singhbhum
Jharkhand – 832 102

ENQUIRY

Enquiry No: UCIL/INST/005/2022

Date: 11/10/2022.

To,

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Sub: AMC for Atomic Absorption Spectrophotometer

Dear Sir,

You are requested to please submit your best discounted total landed price as per terms & conditions given here under:

1. **Scope of Supply & work:**
 - a) AMC of Atomic Absorption Spectrophotometer as per Annexure-1 & Price format as per Annexure-2 enclosed.
 - b) Calibration & Consumable replacement, maintenance & Emergency breakdown service
 - c) Preventive Maintenance should be carried out Half yearly for preventive maintenance and checks, Yearly once calibration, Replacement of Spares(if any)
2. **Basis of Evaluation Clause:** Evaluation of L1 (Lowest) bidder shall be done based on their total lowest landed quoted price. In case of tie or under any inconclusive situation then decision of UCIL's for placement of order will be final and binding on participated parties.
3. Bidder should submit their offer as per our enclosed price format (**Annexure-2**).
4. **Bidder should indicate in their offer that all terms & conditions of our enquiry are acceptable to them in totality.**
5. **Value of Contract:** Value of contract depends upon actual requirements and your quoted price will be firm for any required quantity .we are not bound to place contract of full quantity and your offer should be valid for part quantity also.
6. **Payment Terms:** Payment will be made within 30 days after receipt of Bill.
7. **Firm Price:** Bidder's quoted price will remain firm till execution of entire order duration.
8. **Validity:** Offer validity should be 30 days from the date of offer.
9. **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).
10. **Cancellation of Contract:** It will be your endeavour to execute the contract to our satisfaction. In case of your failure to do so, the contract is liable to be cancelled.

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11. In case delay in supply and non execution of contract due to any reason, Action will be initiated as per UCIL's Purchase and Work Contract procedure and binding to the participated parties.
12. **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.
16. **ARBITRATION:** Notwithstanding anything contained in this Contract, all question, disputes or differences whatsoever which is not amicably settled as mentioned in Dispute Resolution clause, between the parties to the contract, arising out of or relating to the work as per provisions of the contract or matters related thereto whether during the period of the contract or its failure or after the completion of the contract, shall be decided by Arbitration under the provision of the Arbitration and Conciliation Act, 1996 as amended from time to time.
Parties shall endeavor to appoint an Arbitrator from a panel of Arbitrators, the names of which shall be provided by both parties. In the event of failure of appointment of an arbitrator by the parties, the provisions contained in Section 11 of Arbitration & Conciliation Act, 1996 as amended from to time shall apply.
17. **JURISDICTION:** The Civil court of competent jurisdiction within the district shall have jurisdiction.

FOR URANIUM CORPORATION OF INDIA LIMITED

(Aparna Pandey)
Supdt.(Inst.)

ANNEXURE-I

URANIUM CORPORATION OF INDIA LIMITED
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S.No.	Instrument Name	Quantity
1	AMC of Atomic Absorption Spectrophotometer	1

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PRICE FORMAT

ANNEXURE-II

S.No.	Instrument Name	Quantity (A)	Rate (B)	Amount (C=AxB)
1	AMC of Atomic Absorption Spectrophotometer	1		
GST				
TOTAL (T)				