

URANIUM CORPORATION OF INDIA LIMITED
P.O. JADUGUDA MINES, JHARKHAND, INDIA - 832102

Tender No. PUR/3/RC/Tyre Tubes/603
Item: Tyres & Tubes

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SPECIFIC TERMS & CONDITIONS

1. SCOPE OF TENDER

- a) Rate contract covers supply of different type of OTR Tyres & Tubes (To be used in the diesel/electric hydraulic equipt. Used for underground uranium mining as per list annexed under Annexure-1
- b) To be delivered to our site on duly unloaded and insured basis.

2. TENURE OF THE CONTRACT :

The rate contract should be 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 for operation on the same rates, terms & conditions. The contracts thereafter may be further extended on mutual consent.

3. PRE BID QUALIFICATION CRITERIA :

The offer has to be only for OTR tyres of suitable construction for applicability to underground mine usage.

- a) The tenderers shall be leading OTR tyre manufacturers or their authorized distributors. Distributors will furnish proven credentials of supply and performance of their tyres to underground mines/major tunneling projects in India.
- b) For foreign OEM offer should be from Authorised Indian distributor/Dealer having technical support for sales and service back up in India with proven sales and service of original manufacturers.. Documentary proof of this criterion has to be submitted along with offer.
- c) In case of dealer/distributor current and valid dealership/distributorship Certificate should be submitted in the offer along with the authorization of original/principal manufacturer (in original) .
- d) Offer to be submitted only in Indian Rupees INR currency.
- e) The tenderer should have proven record of supply of the required items for at least two years in the preceding five calendar years. Documentary proof of this criterion has to be submitted along with offer viz. copy of Purchase Orders executed along with invoices.

4. STYLE OF QUOTATION (2 PART, SINGLE STAGE)

- a) Quotations are to be submitted in **DUPLICATE** and to be typewritten or printed on vendor's letterhead. Any correction or overwriting should be authenticated.
- b) The quotation should be in English language only
- c) The bids are to be submitted in 2 parts in single stage.

Part-I: Technical & commercial bid (unpriced bid) and Part-II: Price bid

After evaluation of the Techno-commercial offers, the price part of the suitable parties will be opened.

5. PART-1: TECHNO COMMERCIAL BID (UNPRICED)

It shall contain

- a) Technical details in all respect.
- b) Deviations, if any from tender specifications.
- c) Blank (un priced) price bid proforma.
- d) Commercial terms & conditions of sale.
- e) Performance report of customers reviews by Independent magazines and journals.
- f) List of customers with complete address (phone and fax no.), year of supply along with quantity supplied against the referred scope.

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6. PART-II : PRICE PART

This part shall contain price only.

7. MODE OF SUBMISSION OF TECHNO-COMMERCIAL BID:

- a) Both parts of the offer should be sealed and superscribe with NIT reference no., part no. i.e., Part I for techno-commercial bid and Part II for price bid and bidder's name & address. Due date should only be mentioned on Part I, i.e. Techno Commercial Bid. Both the envelopes should be sealed in a third envelope superscribing the NIT reference no. due date (as above) and enclosure as Part I & Part II on its top.
- b) Personal delivery is recommended. Tenderers forwarding tender by Post/Registered Post/Speed Post/Courier shall do so at their own risk. Tender received after due date and hour may not be entertained.

All envelopes duly sealed should be addressed to the DGM (Purchase), Uranium Corporation of India Limited, P.O. Jaduguda Mines, East Singhbhum, Jharkhand-832102. Incomplete offers sent by E-mail / fax are likely to be rejected / ignored.

8. VALIDITY FOR PLACEMENT OF RATE CONTRACT:

- a) **Techno-commercial:** Techno commercial bid initially should remain valid for 120 days from the date of opening. Further it will continue to remain valid till price validity.
- b) **Price Bid:** 90 days from the date of opening of price bid for placement of rate contract.

9. QUANTITY : The quantity against the different size of tyres is the indicative quantity. Actual quantity may vary.

10.PRICE TERMS: Price should be on FOR DESTINATION basis to our site. (Jaduguda / Narwapahar / Turamdih) on duly delivered and duly insured basis.

11. PRICE: Your quotation should be in INR only on free delivery (indicating freight, insurance etc.) to our stores and will clearly indicate basic price, excise duty (rate & amount), Education cess, Sales tax : VAT/Concessional CST(rate & amount).

12. FIRM PRICE: Your quoted price will remain firm for entire tenure of the Rate contract.

13. SPLITTING OF TENDER QUANTITY : 70% of total tendered quantity will be ordered on L1 party & balance 30% will be ordered to L2 party after matching with L1 rate. In case L2 party fails to match L1 rate, UCIL's decision to award or not to award RC to L2 party will be final and binding. In case of failure of either of L1 or L2 bidder to execute order, the successful bidder will have to execute order for the left over quantity awarded to the unsuccessful bidder.

14. BASIS OF EVALUATION : The total landed price including all elements will be considered for declaring L1, L2 price. For details please see clause no. 11.

15. SUPPLY REQUEST: The items & quantity of each to be supplied against this contract shall be communicated by way of a "Supply Request" by any of the officials listed as "Demanding Officers".

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16. DELIVERY PERIOD: Goods shall be delivered to our Stores within 4 weeks from the date of supply request.

17. DESPATCH INSTRUCTION: To be delivered at our Jaduguda / Narwapahar / Turamdih Stores through your own arrangement.

18. FREIGHT & INSURANCE: To be borne by you.

19. PAYMENT TERMS: Within 30 days from the date of receipt & acceptance of material at our stores.

20. GUARANTEE / WARRANTY:

Against manufacturing defects and minimum operating hours excluding abnormal failures, such as operation/maintenance faults/conditions, such as presence of water, side cuts, piercing by material other than the mine ore/waste, improper tyre inflation, 'O' ring leakages:

| Sl.No. | Tyre size | Minimum Warranty |
|--------|------------|------------------------|
| 1 | 18.00 x 25 | 400 hours of operation |
| 2 | 12.00 x 24 | 200 hours of operation |
| 3 | 17.50 x 25 | 500 hours of operation |
| 4 | 10.00 x 20 | 200 hours of operation |
| 5 | 10.00 x 15 | 200 hours of operation |
| 6 | 9.00 x 20 | 200 hours of operation |
| 7 | 12.00 x 20 | 200 hours of operation |
| 8 | 8.25 x 15 | 150 hours of operation |

21. PRO RATA PENALTY: Pro rata penalty deduction will be intimated by the individual direct demanding officers to the purchase deptt. against reports certified by the beneficiary's authorized representative and the direct demanding officers of UCIL, who in turn will forward the same to the finance department of UCIL for settlement of deduction amount from the party's running bill. The pro rata penalty will be against the respective ordered rates and calculated on the basis of minimum warranty indicated above & the actual hours of operation received against the individual size and serial number of tyres being used.

22. AGREED LIQUIDATED DAMAGE: Time shall be the essence of the contract. If successful tenderer fails to execute the rate contract with the agreed delivery schedule, he shall be liable to pay as agreed liquidated damages a sum @ ½% of the contract value per week or part thereof of delay subject to a maximum of 5%. In case of delay beyond 10 week UCIL reserves the right to cancel the rate contract and levy penalties.

23. EARNEST MONEY DEPOSIT (EMD):

The value of the EMD shall be Indian Rupees eight lakhs and should be as per instructions to tenderer and general conditions of contract (annexure-3). EMD shall be in form of Demand Draft

24. SECURITY DEPOSIT:

As per 'Instructions To Tenderer & General Conditions Of Contract' (annexure-3). The successful bidder shall furnish a security deposit for 5% of the total value of the order, within 30 days from the date of order.

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Further, the bank guarantee shall be as per our proforma enclosed (annexure-4)

25. BANK GUARANTEES (BG):

- a) Bank guarantees wherever stipulated should be as per our proforma & issued by an Indian scheduled commercial bank.
- b) They shall be valid for periods as under.
 - i) For security bank guarantee: Till satisfactory completion of order.
 - ii) For Warranty: Till end of warranty period
- 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 an stipulated above or in the likelihood of the order not being executed within the stipulated delivery schedule, it will be your responsibility at 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.

26. PERFORMANCE BANK GUARANTEE/DEFECT LIABILITY PERIOD: The tyres shall be guaranteed for satisfactory performance as above for a minimum period of 12 months from the date of supply. In case of premature failure the amount will be deducted from party's running bill after intimation from DDO in line with Clause No. 21 above. This should be backed up by a bank guarantee for 10% of the contract value valid for defect liability period as per our proforma enclosed (Annexure-5).

27. CANCELLATION OF CONTRACT: It will be your endeavor to operate the rate contract to our satisfaction. In case of your failure to do so, the contract is liable to be terminated.

28. DISPUTES: Disputes, if any shall be settled amicably. If this is not possible, the same shall be referred to the Chairman & Managing Director, Uranium Corporation of India Limited, P.O. Jaduguda Mines – 832102, Dist – Singhbhum (East), Jharkhand, whose decision in the matter shall be final & binding.

29. JURISDICTION: This agreement order shall be deemed to have been executed at Jaduguda, Dist. Singhbhum (East), Jharkhand and it is subject its jurisdiction of Court of law in Ghatsila only, irrespective of anything to the contrary that may be mentioned in the tender / quotation.

30. FORCE MAJEURE: In the event of strikes/ lockouts, closure of works (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 the goods without being liable to the supplier for damages or other claims.

31. PURCHASE/PRICE PREFERENCE: Government of India guideline in vogue will be applicable..

32. COMPLIANCE OF COMMERCIAL TERMS: To avoid delay in processing and bring all bidders on equal platform it is required to please confirm acceptance of all the commercial terms & conditions above in totality.

33. OTHER TERMS & CONDITIONS: In addition to the above terms, other terms & conditions as in the 'Instruction to Tenderers and General Conditions of Contract' enclosed (annexure-3) shall also apply.
