

URANIUM CORPORATION OF INDIA LIMITED

P.O:JADUGUDA MINES, JHARKHAND - 832102

REF: PUR/3/37/0072/1123
ITEM: High Speed Diesel

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SPECIFIC TERMS & CONDITIONS FOR SUBMITTING THE OFFER

- 1) **STYLE OF QUOTATION :** TWO PART SYSTEM
The tender will be on two part system. Part-I consisting of commercial part (except price) & Part-II consisting of price only. After evaluation of the Techno commercial offers, the price part of the suitable parties will be opened
- 2) **Part-I, TECHNO COMMERCIAL BID (UNPRICED)**
It shall contain
 - a) All Commercial terms & conditions of sale
 - b) Blank (unpriced) price bid proforma (copy of your price part without price).
 - c) Documentary evidence of Diesel price prevailing on the date of the offer. All documents in support of PQC (see clause "PQC" below).
- 3) **Part-II, PRICE BID:** This part shall contain "Rate" only as per price format as per existing CPP portal format. All terms & conditions must be in Part-I only.
- 4) **MODE OF SUBMISSION OF TENDER**
Both parts of the offer should be submitted online through <https://etenders.gov.in/eprocure>.
- 5) **ALL THE COMMERCIAL TERMS & CONDITIONS & SPECIFICATION OF THE NIT HAVE TO BE ACCEPTED BY THE BIDDER FAILING WHICH THEIR OFFER IS LIABLE TO BE REJECTED.**
- 6) **PRE-QUALIFICATION CRITERIA (PQC):**
 - a) Bidder should be Oil producer of specified brand mentioned in the tender document.
- 7) **QUANTITY :** 4,40,000 Litre
- 8) **DELIVERY SCHEDULE:** As and when required basis.
- 9) **PRICE TERMS:** Offers must be submitted on FOR DESTINATION basis for supply by road including unloading. Bagjata is located at about 55 KMs from JAMSHEDPUR.
- 10) **PAYMENT TERMS:** 100% advance payment against Proforma Invoice.
- 11) **VALIDITY:** Your offer should remain valid for 180 days from the date of opening of the tender.
- 12) **PRICE VARIATION CLAUSE:** Ruling price will be applicable for both basic price & freight.
- 13) **PHYSICAL & CHEMICAL PROPERTIES:** Detail physical and chemical properties of the offered product shall be submitted along with the offer.
- 14) **COMPLIANCE OF PETROLEUM RULE-2002:** Material to be delivered in compliance with petroleum rule – 2002
- 15) It shall be solely your responsibility to abide by rules and regulation such as the Motor Vehicle Act, or any other regulations governing the transportation of goods, which may be applicable from time to time. Any loss caused to us due to your failure in this regard will have to be made good by you.

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- 16) **WEIGHMENT**: Weighment recorded at UCIL weighbridge shall be final and binding
- 17) **PILFERAGE CHECK**: The supply of Diesel will be made in tankers designed with imported abloy locking arrangement ensuring 100% Q&Q.
- 18) In case of short receipt of product the assess quantity of dip wise shortage will be booked after due endorsement of driver's signature for regularization in subsequent transaction.
- 19) **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.
- 20) **INSPECTION**: Final inspection of the materials will be done at our Bagjata Stores.
- 21) **PREFERENCE**: Preference will be applicable as per Govt. guidelines in vogue. Parties claiming preference shall submit supporting documents along with their offer.
- 22) **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.
- 23) **QUANTITY**: The Corporation reserves the right to order less or more than the specified quantity at the offered rates.
- Goods will be paid for on the basis of actual net quantity received at the stores. In case of excess supply the corporation at its discretion may / may not retain a part or whole of the excess. In that case of goods purchased on the basis of weight a maximum of 2% tolerance on account of weighing scale errors will be allowed
- 24) **INSURANCE**: Transit insurance should cover all risks upto the destination. Insurance will be arranged the supplier.
- 25) **REJECTION OF GOODS**: 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.
- 26) **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.
- 27) **DETENTION CHARGES**: No detention charges is payable.
- 28) You will submit and regularly updating the PUC certificate along with supply, if applicable
- 29) **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

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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

30) DISPUTES / ARBITRATION:

All disputes or difference whatsoever arising between the parties out of or relating to the contract shall be settled through discussions between the Chairman & Managing Director of UCIL and the Authorized signatory of the contractor. In case an amicable settlement is not arrived at, the matter will be settled through Arbitration by appointment of sole Arbitrator as approved by CMD, UCIL.

The provisions of The Arbitration & Conciliation Act, 1996, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings. The language of the arbitration proceedings shall be English and the place of arbitration proceedings shall be the concerned UCIL unit where the contract is executed.

31) JURISDICTION: The courts within the local limits of whose jurisdiction the place from which the purchase order is issued is situated only shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter arising out of this contract.

32) NOTE: The eligibility will be decided strictly based on documents submitted at the time of receipt of tenders. No additional documents will 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

33) ETHICS IN TENDERING & OTHER BUSINESS DEALINGS

Dear Sir,

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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
