

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

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Public Tender No.: PUR / 2 / 35 / 8581 / 1038
Item : Caustic Soda Flakes

SPECIFIC TERMS & CONDITIONS FOR SUBMITTING THE OFFER

- 1) **Style of Quotation : TWO PART SINGLE STAGE 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) Earnest Money Deposit.
 - b) Commercial terms & conditions of sale.
 - c) Blank (unpriced) price bid proforma (copy of your price part without price).
 - d) All documents in support of PQC (see below).
- 3) **Part-II, Price Bid** : This part shall contain "Rate" only. All terms & conditions must be in Part-I only.
- 4) **Mode of submission of tender**
Both parts of the offer should be submitted online though www.tenderwizard.com/UCILEPROC.
- 5) **TO EVALUATE ALL PARTIES ON EQUAL PLATFORM, ALL THE COMMERCIAL TERMS & CONDITIONS OF THE NIT HAVE TO BE ACCEPTED BY THE BIDDERS OTHERWISE OFFER MAY NOT BE CONSIDERED.**
- 6) **QUANTITY**: 90 M.T. The tendered quantity is only approximate. Order quantity may however vary.

The ordered quantity shall be divided between qualified L1 & L2 party in a ratio of 70% & 30% subject to matching of L1 price by L2 party. In case L2 party will not match with landed cost of L1 rate, UCIL reserves the right to place balance quantity also on L1 party. However if two parties become L1, ordered quantity shall be equally divided between both the parties.
- 7) **DELIVERY SCHEDULE**: Tentative delivery schedule shall be one full truck load(16-21 MT) in every alternate month from the date of purchase order. However, delivery schedule as written in our Purchase order shall apply.
- 8) **PRICE**: Your price should be on landed cost basis i.e. inclusive of basic price, GST, freight & unloading charges.
- 9) **PRICE TERMS**: Offers must be submitted on FOR DESTINATION basis for supply by road. (Turamdih is located at 07 KM away from JAMSHEDPUR).
- 10) **FIRM PRICE**: The price should be firm till execution of entire order quantity.
- 11) **PAYMENT TERMS**: Our standard payment term is "Within 30 days from the date of receipt of material at our Stores and acceptance thereof". **No other payment term is acceptable.**
- 12) **VALIDITY**: The offer should remain valid for 180 days from the date of opening of the tender.
- 13) **TEST REPORT**: The material supplied by you shall be analysed in our Lab. & our test report shall be treated as final & binding.

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- 14) EARNEST MONEY DEPOSIT:** The E.M.D amount shall be Rs. 48,420/- (Rupees forty eight thousand four hundred twenty) only. 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 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 by the authority competent to conclude supply/contract orders.

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.

15) SECURITY DEPOSIT:

- a) Security deposit (SD) shall be uniformly levied @ 5% of contract value towards satisfactory completion of the order.
- 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

16) BANK GUARANTEE (B.G)

- a) Bank guarantee should be as per our proforma & issued by Scheduled / nationalized bank.
- b) BG for Security Deposit shall be valid till satisfactory completion of the order.
- c) Bank guarantee shall provide for claim period of 6 months after the expiry date.

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- 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.

17) PRO-RATA DEDUCTION:

Pro rata deduction on cost of material will be made for material below 97%. Material reporting 96.5% & above upto 96.99% shall be rounded off to 97%.

18) PRE-QUALIFICATION CRITERIA (PQC) :

- a) The bidder should be manufacturer or their authorized dealer or supplier of tendered item.
- b) In case of manufacturer, documentary evidence as manufacturer should be submitted.
- c) In case of authorized dealer, a copy of valid authorization certificate from the principal must be submitted.
- d) In case of supplier, bidder shall confirm that they have quoted the item as per specification, without any technical deviation.
- e) The bidder shall submit PO copy for supply of 27 Tonnes of Caustic Soda to any organization in any of the current/last three financial years (i.e. 2015-16, 2016-17, 2017-18).
- f) The bidder's average annual turnover during the last 03 financial years i.e. 2015-16, 2016-17 and 2017-18 ending 31st March, should be at least Rs.14,52,600/-(Rupees Fourteen Lakhs fifty two thousand six hundred only). Audited Balance sheet and profit and loss account of each financial year must be submitted by the bidder in support of above.

19) 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 20 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)

20) AGREED LIQUIDATED DAMAGES: Time shall be the essence of the contract. 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 contract value per week or part thereof delay subject to a maximum of 5%.

21) RISK PURCHASE: In the event of order not being executed satisfactorily, we reserve the right to purchase material from alternative sources at your risk and cost.

22) 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.

23) PREFERENCE: Preference will be applicable as per Govt. guidelines in vogue. Parties claiming preference shall submit supporting documents along with their offer.

24) 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.

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- 25) **MSME (SC/ST):** Supporting documents related to MSME (SC/ST) organization to be submitted along with techno commercial bid.

26) **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.

27) **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.

For Global tender this clause may be modified by the competent authority on case to case basis

- 28) **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.

- 29) **UNDERTAKING:** Not to give any gift / inducement in connection with securing any favour in dealing with UCIL.

- 30) Other Terms & conditions as in "Instructions to Tenderers & General conditions of contract" (enclosed) shall also apply.

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- 31) 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
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