

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

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Ref : PUR/2/35/8769/1022

Item : Manganese Ore

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) Earnest Money Deposit.
- b) Commercial terms & conditions of sale
- c) Blank (unpriced) price bid proforma (copy of your price part without price).
- d) Documentary evidence of Diesel price prevailing on the date of the offer.
- e) Documentary evidence of MOIL's monthly declared rate of DBF 474, DB FINES (N-09), BGF452, BG HUTCH PRODUCT (N-06) grade against which the offer is submitted.

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 through 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) PRE-QUALIFICATION CRITERIA :

- (a) The Bidder should be Mines owner or their Authorised dealer or supplier/Indian agent of foreign supplier of manganese ore.
- (b) In case of Mine owner, the Mine owner shall enclose copy of valid mining lease and payment of royalty.
- (c) In case of authorized dealer, a copy of valid authorization certificate from the valid mine owner must be submitted.
- (d) In case of supplier/Indian agent of foreign supplier, the bidder shall confirm that they have quoted the item as per specification, without any technical deviation.
- (e) In case of Indian agent of foreign supplier they should submit valid tie up certificate of their principal.
- (f) The Bidder must have supplied minimum 3750 MT of Manganese ore in any of the current/last five(5) financial years. PO copy/copies and statement of invoice/invoices pertaining to the said PO copy/copies shall be submitted as documentary evidence.
- (g) The bidder's average annual turnover during last 03 financial years i.e. 2015-16, 2016-17 and 2017-18, ending 31st March, should be at least Rs.3,27,46,600/- .Audited balance sheet and profit and loss account of each financial year must be submitted by the bidder in support of above.

7) QUANTITY: 12,500 M.T. (8,000 MT for Turamdih & 4,500 MT for Jaduguda). 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 does not match L1 rate, UCIL reserves the right to place order for balance quantity also on L1 party.

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8) **DELIVERY SCHEDULE:** @ 1000 MT/month & 700 MT/month for Turamdih & Jaduguda respectively. However, delivery schedule as in our order shall apply. Tentative delivery schedule: @ 300 MT/week & @ 175-200 MT per week for Turamdih & Jaduguda respectively.

- Turamdih is located at 08 KM away from TATANAGAR RAILWAY STATION.
- Jaduguda is located at 25 KM away from TATANAGAR RAILWAY STATION.

9) **PRICE :**

- a) Your price should be on landed cost basis i.e. inclusive of basic price, transportation cost, loading, unloading, GST, royalty etc. as per the price format given at Annex. 3
- b) Break-up of the landed cost showing material cost, royalty, transportation cost and GST should be furnished.
- c) The price of Diesel prevailing on the date of the offer (along with evidence) shall be furnished.
- d) Documentary evidence of MOIL's monthly declared rate of DBF 474, DB FINES (N-09), BGF452, BG HUTCH PRODUCT (N-06) grade against which the offer is submitted.
- e) Price should be valid for one year with spill over period of 3 months.
- f) Any changes in GST, royalty during the contract period will be applicable as per govt. guidelines.

10) **PRICE TERMS:** Offers must be submitted on FOR DESTINATION basis for supply by road including loading and unloading. (Turamdih is located about 8 Kms from Tatanagar Rly Stn & Jaduguda is located about 25 Kms from Tatanagar Rly Stn).

11) **BASIS OF EVALUATION:** L1 will be decided on landed cost basis as per enclosed price format(Annexure-3).

12) **PRICE VARIATION CLAUSE :**

a) **PVC on material cost**

- i) Price variation on basic cost of material will be given depending on the declared price of the **DBF 474, DB FINES (N-09)** grade of MOIL. In case the above grade is not available in MOIL's price in that case **BGF452, BG HUTCH PRODUCT (N-06)** grade will be taken for calculating PVC.
- ii) The net variation in the basic cost of material over & above the basic cost of previous month will only be adjusted under PVC on material cost.
- iii) Formula for calculation of basic cost of Mn Ore per M.T shall be as under :-

Basic Price per MT of Mn ore for a month = Basic price of initially quoted Mn Ore +
(current MOIL's basic price – MOIL's
basic price at the time of submission
of offer).

- iv) Royalty taxes & duties etc. will be calculated based on basic price after price adjustment.

b) **Special Note** – In case price of both the above specified grade for price adjustment is not declared by MOIL then the basic price of next nearest grade and size may be considered for above purpose at the discretion of UCIL.

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c) PVC on transportation cost

- i) Price variation on the transport cost will be payable based on the change in the diesel price as per the following formula:

$$\text{Variation / ton} = T \times 0.3 \times \frac{(P-Q)}{Q}$$

Where, T = Transportation Cost
 P = New Diesel Price
 Q = Base Diesel Price.

Base Diesel Price : Shall mean the diesel price on the date of the offer or the HSD rate on which the escalation was last calculated.

- ii) Separate bill for claim of PV is to be submitted, if applicable on monthly basis
iii) PVC will not be applied if the change in price of diesel is less than Re. 1.00 (Rupee one).
iv) Documentary evidence of HSD price has to be submitted.

- 13) 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.

14) PRO-RATA DEDUCTION :

- a) Payment will be made based on analysis of total material received on the day.
b) Full payment will be made for material containing above 42% MnO₂.
c) Deduction as detailed below will be applied on material having less than 42% MnO₂ content but more than or equal to 32% MnO₂ content.

Available MnO₂ content

Below 42% and upto 38%
Below 38% and upto 35%

Below 35% and upto 32%

Below 32% MnO₂

Deduction

Prorata deduction on cost of material
1½ times the prorata deduction on cost of material.

Double the prorata deduction on cost of material.

Material will be rejected. However, Corporation reserves the right to accept material depending on stock position with 2½ times pro-rata deduction on material cost

- d) Moisture

Additional moisture above 10% will be deducted from the quantity of receipt for arriving at net quantity of receipt for releasing payment **on landed cost basis**.

e.g. If moisture in certain period is 12% then deduction will be made for 12%-10% = 2% on landed cost basis.

Management reserves the right to reject material or impose additional penalty on monthly supply by more than 25% of material having higher than 15% moisture between 16th September to 14th June. However for

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rainy season starting from 15th June to 15th September moisture contents up to 20% will be acceptable with deduction for additional moisture content above 10% as stipulated above.

- 15) **TEST REPORT:** One composite sample will be collected from all consignments of material received in a day. The material supplied by you shall be analysed in our Lab. after joint sampling at unloading point. Our analysis report shall be treated as final & binding. The analysis value will be rounded off to the nearest integer. Decimal fraction above or equal to 0.5 shall be rounded off to next integer where as below 0.5 shall be rounded off to previous integer. Request for re-analysis of material analyzing below 32% MnO₂ only will be entertained within 15 days of report. In the event of re-analysis, the higher of the two values will be binding.
- 16) **VALIDITY:** The offer should remain valid for 180 days from the date of opening of the tender.
- 17) **EARNEST MONEY DEPOSIT:**
The E.M.D amount shall be Rs.10,91,551/- (Rupees Ten lakhs ninty one thousand five hundred fifty one 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.
- 18) **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 submitted towards SD in the prescribed format to be attached with order.

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- 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

19) BANK GUARANTEE (B.G)

- (a) Bank guarantee should be as per our proforma & issued by an Indian Nationalized bank.
- (b) BG for EMD shall be valid till expiry of the offer. 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.
- (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.

20) 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)

21) 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%.

22) 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.

23) 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.

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

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25) **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.

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

27) **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.

28) **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

29) **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.

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- 30) UNDERTAKING:** Not to give any gift / inducement in correction with securing any favour in dealing with UCIL.
- 31)** Other Terms & conditions as in "Instructions to Tenderers & General conditions of contract" (enclosed) shall also apply.
- 32) 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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