

# URANIUM CORPORATION OF INDIA LTD.

(A Government of India Enterprises)

Tummalapalle Uranium Project

(P.O.) M. C. Pale, Vemula (M), YSR District, Andhra Pradesh – 516 349

Annexure-2

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Item: Explosives

Public Tender No. : TMPL/PUR/192/249

## **SPECIFIC TERMS & CONDITIONS FOR SUBMITTING THE OFFER**

### **1. STYLE OF QUOTATION: TWO PART SINGLE STAGE SYSTEM**

Bidders who are interested in supply are required to submit their offer in TWO PART (Part-I Consists of Techno Commercial and Pre-Qualification Details and Part-II Consists of only price) through our website i.e. [www.uraniumcorp.in](http://www.uraniumcorp.in) or [www.tenderwizard.com/UCILEPROC](http://www.tenderwizard.com/UCILEPROC) subject to meeting pre qualification criteria and terms & condition of our NIT (as per Annexure -2). **Bidders who are not meeting the pre-qualification criteria and not confirming all NIT Terms & Condition in part-I, their offer will be rejected and their price part shall not be opened.** However, for submitting the offer through E-procurement please contact following persons of I.T.I

(i) Mr. G. Shareef, Executive (I.T.I.) MOB : 09441071882

(ii) Help desk number, (I.T.I.) 080-49352000.

Note:- Bidder should quote through E-procurement only. ([www.uraniumcorp.in](http://www.uraniumcorp.in) or [www.tenderwizard.com/UCILEPROC](http://www.tenderwizard.com/UCILEPROC)). Please do not send the offer In Hard Copy.

### **2. PART-I, TECHNO COMMERCIAL BID (UNPRICED)**

It shall contain

- a) Detailed specification of your products offered, in case of multiple source, specification from each source to be submitted.
- b) Clear mention about the type of packing offered.
- c) Earnest Money Deposit.
- d) Commercial terms & conditions of sale
- e) All documents in support of your credentials (see clause PQC below).

### **3. PART-II, PRICE BID:**

This part shall contain “Rate” only. This should be strictly as per our enclosed format (Annexure-3).

### **4. MODE OF SUBMISSION OF TENDER**

Both parts of the offer should be submitted online through [www.tenderwizard.com/UCILEPROC](http://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:**

75 M.T. The tendered quantity is only approximate, order quantity may however vary as per plants requirement.

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## 7. SPECIAL TERMS:

- i) The performance of the explosive may be reviewed time to time. The review shall be done on the basis sample blast at field or test at supplier's laboratory/ test facility as may be required.
- ii) In case the bidder is new supplier to UCIL and qualified in part -I shall supply 9 MT explosives for trial blast. Bidder shall be qualified for price bid opening only after satisfactory performance of the trial blast. UCIL shall however pay the cost of 9MT successful trial blast explosive based on L1 landed rate finalized for this tender. Bidder in turn shall submit invoice copy after purchase order is placed to L1 party. In case of failure in trial blast, no payment shall be made to bidder and cost shall be borne by bidder at his own risk and cost.
- iii) The explosive should have at least average powder factor 1.15kg/MT of ore at development face for any mine of Jharkhand/Tummalapalle region with the explosive supplied at Jharia/Tummalapalle explosive magazine.
- iv) Bidders who are supplying explosive to UCIL and has no unresolved complain against them are treated to be eligible supplier without any fresh sample blast to establish the blasting parameter.

## 8. DELIVERY SCHEDULE:

Tentative delivery schedule shall be 2 weeks from date of placement of order. However, delivery schedule as in our order shall apply.

9. Bidder should confirm that, they have quoted as per the specifications/ make mentioned in our enquiry. In case of multiple makes bidder should clearly mention the make of the quoted items.

## 10. PRICE:

- a) Your price should be on landed cost basis i.e. inclusive of basic price, all statutory duties & taxes, freight including applicable tax, other charges. Any change in the statutory duties & Taxes after tender submission date shall be to UCIL account.
- b) **Break-up** of the landed cost showing material cost, taxes & duties, loading, transportation cost including applicable tax, etc should be furnished as per price bid format (ref. Annexure-3).

## 11. PRICE TERMS:

Offers must be submitted on FOR DESTINATION basis for supply by road including freight, loading & unloading etc at our TUMALLAPALLE stores. (TUMALLAPALLE is located about 15 Kms from PULIVENDULA, NEAR AMD CAMP, P.O. MABBUCHINTALAPALLE, VEMULA (M), YSR (KADAPA) DIST - 516349, ANDHRA PRADESH).

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**12. FIRM PRICE:**

The price should be firm till execution of entire order.

**13. PAYMENT TERMS:**

100% payment along with all taxes & duties will be paid within 30 days from the date of receipt & acceptance of material at our stores.

**14. VALIDITY:**

The offer should remain valid for 180 days from the date of opening of the tender.

**15. TEST REPORT & WEIGHMENT:** manufacturers Quality Test certificate must be submitted with every consignment. However, material supplied by you shall be inspected after its receipt at our Tummalapalle store and our analysis report shall be treated as final and binding. (Payment shall be made only after inspection and analysis of material). Each consignment will be weighed at our weighbridge and our weighment will be final & binding. Bidder shall clearly give his acceptance/deviation if any

**16. WEIGHMENT TOLERANCE:** In case of goods purchased on the basis of weight a maximum of 2% tolerance on account of weighting scale errors will be allowed.

**17. EARNEST MONEY DEPOSIT:**

The E.M.D amount shall be Rs. 35,000/- (Rupees Thirty Five Thousand) only. EMD may be submitted in the form of Bank Guarantee / Demand Draft. In case of DD it should be payable at State Bank of India, pulivendula (IFSC:0989) drawn in favour of Uranium Corporation of India Limited, through any Indian nationalized bank/ Scheduled commercial bank. Bidder should attach the scan copy of DD/BG along with their offer (part I). Subsequently Demand draft/BG shall be send through Courier/ Speed post to Purchase department in sealed envelope super scribing DEMAND DRAFT for EMD, Tender Ref.no. And due date and it should reach us before Opening of part I, failing which offer will be rejected. 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 commercial bank / 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.

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.

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## **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/ BG in the prescribed format attached 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 submit 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

## **19. BANK GUARANTEE (B.G) :**

- a. Bank guarantees wherever stipulated should be as per our Proforma attached & should issued by an Indian Nationalised bank/Scheduled commercial 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.

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- b) In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).
- c) Supporting documents related to MSME (SC/ST) organization to be submitted along with techno commercial bid.

21. Bidders who are not registered with UCIL for RTGS payment, they should provide bank details, scan copy of pan card and GST numbers & copy of cancelled cheque leaf along with pre qualification part.

## **22. PRE QUALIFICATION CRITERIA:**

- a) Bidder should be manufacturer of Non permitted emulsion explosive for hard rocks. Manufacturer should submit the documentary evidence issued by central/State Govt as a proof of manufacturer of explosives.
- b) Bidders should submit the purchase order copies along with statement of invoice, as a proof of supply of emulsion explosives to underground metal mines/open cast metal mines to any of their customers during current or last three financial years, failing which their offer will be rejected.
- c) Bidder shall confirm that they have quoted the item as per specification without any technical deviation and submit all required license and permission issued by different regulatory and government bodies for non – permitted emulsion explosive.
- d) Bidders average annual turnover during last three financial years i.e 2016-17,2017-18,2018-19 should be at least Rs 12,39,750. Audited balance sheet and profit and loss account of each financial year must be submitted by the bidder.
- e) Offers received without EMD and Tender Fee will be rejected, However Exemption of EMD and tender fee will be allowed to Organization registered with MSME/ SSI/NSIC subject to submission of scan of valid documentary evidence.

## **23. AGREED LIQUIDATED DAMAGES:**

Supply should be affected as per stipulated delivery schedule. If there is shortfall in supply LD shall be levied @ ½% 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).

24. **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.

25. **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.

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

## **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

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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. 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. 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.

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

**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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