

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

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Public Tender No. PUR/2/Advertising/1063

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 techno-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 clause "PQC" 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) **SCOPE OF WORK**: Publication of Tenders, recruitment, Notices etc. in the various Local/National Newspapers, Magazines, Journals etc.
- 7) **TENURE**: Tenure of contract shall be initially appointed for a period of one year which may be extended for further a period of one year on satisfactory performance. As such quoted rate shall be valid for two years.
- 8) **ESTIMATED VALUE OF CONTRACT**: Estimated value of contract will be Rs. 94.024 lakhs.
- 9) **PUBLICATION TIME**: Publication shall be done on the next day or maximum within 2 days after receipt the matter of advertisement at your end.
- 10) **PRE-QUALIFICATION CRITERIA (PQC)** :
Bidders should submit the following documents:
 - a) Un-interrupted Accreditation of Indian Newspaper Society (INS) for Press Advertisement since last 5 years(updated documentary evidence to this effect should be enclosed).
 - b) Minimum 5 (five) years experience in advertising with experience of work undertaken for Government/Public sector undertaking/Autonomous Body and premier Institutes. Copy of Job Order etc.for the same must be submitted as a proof of minimum five years experience of such organization.
 - c) Not been blacklisted by any organization at any point of time.(An undertaking in this regard should be submitted duly signed by the authorized person of the organization).
 - d) Minimum Average Annual turnover (towards billing of Newspaper advertisement) of Rs. 28,20,720/-.Documentary evidence(Audited Annual Report of the last three financial years i.e. 2015-16, 2016-17 and 2017-18) should be submitted.
- 11) **PRICE**: Your price should be on landed cost basis i.e. inclusive of basic price, GST etc. as per price format at Annexure 2.

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- 12) **FIRM PRICE:** The price should be firm till execution of entire contract.
- 13) **PAYMENT TERMS:** Within 30 days from the date of receipt of Invoice/Bill.
- 14) **VALIDITY:** The offer should remain valid for 180 days from the date of opening of the tender.
- 15) **BASIS OF EVALUATION:** L1 will be decided on overall landed cost basis as per enclosed price format.
- 16) **EARNEST MONEY DEPOSIT:** The E.M.D amount shall be Rs.94,025/-(Rupees Ninty four thousand and twenty five only).EMD may be submitted in the form of Bank Guarantee / Demand Draft / Bankers Cheque in favour of URANIUM CORPORATION OF INDIA LTD. obtained from a scheduled commercial bank / 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 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 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.
- 17) **SECURITY DEPOSIT:**
Total amount of Security deposit shall be limited to 10% of the awarded value of work. Fifty percent of this amount shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.
- (a)Acceptable mode of payment of Initial Security Deposit :
- i) For deposit up to Rs. 5,000/-: Cash/Demand Draft payable at SBI, Jaduguda/Hartopa.
 - ii) For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Nationalised bank/ schedule commercial Banks duly pledged in favour of UCIL.
 - iii) For deposit beyond Rs. 1.00 Lakhs: TDR/ Bank Guarantee issued by any Indian nationalized bank/ scheduled commercial bank, severally bound with the Contractor to the purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond it's required validity. In addition to the above, further amount to the extent of the 5% of awarded value of the work will be deducted from the Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 10% of the running account bills till the full amount of security deposit is realized/retained by the Corporation.
- (b)All compensation or other sums of money payable by the Contractor under the terms of this

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contact or any other contact or any other account whatsoever may be deducted from or paid by sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the Contractor by the Corporation or any account whatsoever and in the event of his security deposit be reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

c) Refund of Security Deposit:

Initial Security Deposit shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per condition 31 hereof etc.

(d) On expiry of the Defects liability period (referred to in condition 33 hereof) or after payment of the Final bill payable whichever is later, the Engineer-in-charge shall on request from the Contractor refund to him the remaining portion of the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

18) 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).

19) BANK GUARANTEE (B.G)

- a) Bank guarantee should be as per our proforma & issued by scheduled commercial bank / 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) LIQUIDATED DAMAGES (LD)

Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% 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).

Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD is to be imposed on total value, in such cases.

If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work or group of items of work (excluding Taxes and Duties)which are completed beyond the agreed contract period. This aspect should be brought out in the tender document.

If it is equally applicable to import orders then suitable provision to this effect has to be made in the order and L.C.

For the portion of delay which is attributable to UCIL / force majeure or to the supplier / contractor, the case shall be dealt with as follows :

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A. Delay attributable to UCIL / Force majeure

LD	Not Applicable
Taxes & Duties	Any increase in taxes and duties on account of statutory increase, fresh imposition of any duty or taxes which take place during such extended period shall be admissible.
Price Variation	Price variation , if indicated in the Work Order/ Purchase Order , shall be applicable during such extended period

B. Delay attributable to Supplier / Contractor

LD	Applicable
Taxes & Duties	Increase / fresh imposition of taxes and duties during the extended period will be to the account of the supplier/contractor. Any decrease in taxes and duties during the extended period will be availed by UCIL
Price Variation	Price variation,if indicated in the contract will be applicable for the work performed within the scheduled period of contract. For work executed during the extended delivery period, the rates as prevailing on the last day of the scheduled contract period only may be paid. De-escalation / reduction, if any, which takes place, shall have to be passed on to UCIL

- 21) **PREFERENCE:** Preference will be applicable as per Govt. guidelines in vogue. Parties claiming preference shall submit supporting documents along with their offer.
- 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) **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.
- 24) **MSME (SC/ST):** Supporting documents related to MSME (SC/ST) organization to be submitted along with techno commercial bid.
- 25) **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.

26) 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

27) 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.

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

29) Other terms & conditions as in "Instructions to Tenderer & General Conditions of Contract" (enclosed) shall also apply.

30) 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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