

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

REF.: Tender no.PUR/1/RC/Caplamp Spares/20-21

ITEM: Rate Contract for supply of Exide make Caplamp & Spares

PART-1(Techno-commercial part)

ANNEXURE-2

SPECIFIC TERMS & CONDITIONS.

Sl. No	Description	Our terms & conditions	
1	STYLE OF QUOTATION TWO PART SINGLE STAGE SYSTEM	The tender will be on two part system. Part-1 consisting of techno-commercial part(except price) & part-II consisting of price only as per enclosed format (Annexure-3). After evaluation of the Techno commercial offers, the price part of the Suitable parties will be opened.	Accepted/Not Accepted.
2	PART-I TECHNO-COMMERCIAL PART	a) Scan copy of Tender Fees & Earnest Money Deposit.	Submitted/Not Submitted
		b) Scan copy of all documents in support of PQC (see clause PQC below)	Submitted/Not Submitted
3	PART-2 PRICE BID	This part shall contain "Price" as per enclosed format (Annexure-3) only	Submitted/Not Submitted
4	MODE OF SUBMISSION OF TENDER	<p>Bidders who are interested in supply of Exide make Caplamp Spares are required to submit their offer in TWO PART (Techno commercial part and price part) through our website i.e. www.uraniumcorp.in (E-procurement.link) or www.tenderwizard.com / UCILEPROC subject to meeting pre qualification criteria and terms & condition of our tender. Offer must be submitted positively within the due date. Link regarding submission of offer shall not be available after 11.30 A.M. on the due date.</p> <p>NOTE: The quotation should be in English language only. Bidder must submit all the required information and scan copy of all the required documents in support of PQC and other Tender Terms & conditions failing which their offer is liable to be rejected. Bidder should submit EMD,TENDER FEES in sealed envelope super scribing "EMD,TENDER FEES " tender ref.no. & due date .Same shall be sent to DGM(Purchase) purchase department and should be reached us on or before due date and time failing which the offer is liable to be rejected . Please do not send the offer in Hard copy.</p>	Accepted / Not accepted
5	PRE-QUALIFICATION CRITERIA (PQC)	a) The Bidder should be OEM or their Authorised dealer of specified make/Brand as mentioned in the tender .	Principal(OEM) / Authorized Dealer(Document submitted)
		b) In case of authorized dealer, a copy of valid authorization certificate from the principal must be submitted.	Scan copy of documents submitted/Not submitted.
		(Bidder should submit scan copies of documents in support of Pre qualification Criteria failing which their offer will be rejected and price bid will not be opened)	Accepted/Not accepted

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6	TENDER FEE	<p>Parties who are interested to participate in the tender may do so by depositing Rs.300/- as tender fee deposited in SBI (any branch) through SBI challan as per format available at UCIL website(www.uraniumcorp.in). Documentary evidence regarding tender document fee submitted through SBI challan i.e. scan copy of the same must be uploaded along with Techno-commercial part. Subsequently hard copy of challan should be sent to DGM(Purchase),purchase department and should be reached us on or before due date and time in sealed envelope super scribing "TENDER FEES" tender ref. no. & due date without which the offer shall be rejected. Exemption to tender fee will be allowed to company / units registered with MSME / NSIC / Director of Industries of State, Cottage Industries approved by the State Authority subject to submission of scan copy of valid documentary evidence pertains to the class of items/stores/works for which the tender is floated.</p>	Scan documents submitted / Not submitted
7	EARNEST MONEY DEPOSIT (E.M.D)	<p>Offers should be accompanied by an Earnest Money Deposit of Rs. 10,000/- (Rupees Ten thousand only) failing which the offer shall be rejected. EMD shall be by way of Demand Draft/Banker's cheque drawn on State Bank of India,Jaduguda Branch(code no.0227) drawn in favour of URANIUM CORPORATION OF INDIA LTD. E.M.D shall not bear any interest. EMD may also be submitted in the form of a Bank guarantee issued by an Indian Nationalised Bank/Scheduled commercial bank in favour of URANIUM CORPORATION OF INDIA LTD(as per our proforma enclosed).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.</p> <p>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.</p> <p>EMD is liable to be forfeited if:</p> <ol style="list-style-type: none"> The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening. The tenderer fails to accept the order when placed or fails to commence supplies/works after accepting the order In case bidder submits false/fabricated documents. In case bidder fails to submit security deposit within 30 days of receipt of work/purchase order. 	submitted / Not submitted
8	SCOPE OF TENDER	<p>Rate contract will cover supply of Exide make Caplamps & spares as per annexure-1 enclosed through out the year on as and when required basis. The items to be supplied shall be communicated by "supply request" once the rate contract will be finalized.</p>	Accepted/Not accepted

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9	BASIS OF EVALUATION	<p>There are 49 different items of Caplamp spares as per Annexure-1 enclosed for which Rate contract will be finalized on single party. Considering this in view, if more than one bidder will be L1(lowest) for entire 50 items, first opportunity will be given to those bidder who are L1 in majority of items for award of Rate contract subject to matching of L1 rate for other items quoted by lowest bidder. In case if they fail then similar opportunity will be given to next bidder on merit basis. Here merit will mean in how many items the bidder had quoted L1 rate i.e. the bidder who is L1 in more number of items, there merit will be higher. To be more clear in instant case for 50 items, if there will be 03 bidder who are L1 on items indicated under Annexure-1 then the bidder who will having higher merit will be first allowed to match rate of L1 items of other two bidders. In case of their failure the same exercise will be repeated with other two bidders based on next merit basis. In case of tie or none of the bidder agree to the above stipulated condition or any other inconclusive situation then UCIL's decision towards award of Rate contract will be final and binding upon participated bidder.</p> <p>However Earnest Money deposit submitted by the participated bidder will be forfeited if they have accepted all TENDER terms & conditions and fail to match L1 rate of other bidders as stipulated above after opening of price part even though their offer is still valid. Moreover in case participated bidders comes under Micro and Small enterprises and their quoted price within price band of L1+15 per cent then they 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 per cent of total tendered value. In case of more than one such Micro and Small Enterprise ,the supply shall be shared proportionately.</p>	Accepted/Not accepted
10	SUPPLY REQUEST	The material will be supplied as per supply request of our direct demanding officer whose specimen signature and name will be indicated in the rate contract.	Accepted/Not accepted
11	PERIOD OF CONTRACT	One year from the date of rate contract with a spill over period of three months. The contract may be further extended on mutual consent.	Accepted/Not accepted
12	VALIDITY	a. FOR PLACEMENT OF RATE CONTRACT: 120 days from due date.	Accepted/Not accepted
		b. FOR EXECUTION OF RATE CONTRACT : The rate contract should initially be valid for a period of One year. A period of three months (spill over period) shall be allowed on expiry of the contract at the same rates, terms & conditions as per contract. The contracts thereafter may be further extended on mutual consent. "Supply Requests" issued during the spill over period will also be required to be executed on the same terms.	Accepted/Not accepted
13	PRICE	Your quoted price shall remain firm till entire tenure of contract i.e. one year plus 3 months spill over period	Accepted/Not accepted
14	DEALERSHIP CERTIFICATE	In case of dealer, Please submit scan copy of your current valid dealership certificate of principal i.e. M/S Exide Industries Ltd .	Submitted / Not Applicable
15	TAXES AND levies	All taxes and levies shall be claimed at actual prevailing at the time of despatch. Documentary proof shall be submitted.	Accepted/Not accepted

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16	PRICE TERMS	Offers must be submitted on FOR DESTINATION basis for supply by road at our JADUGUDA / NARWAPAHAR / TURAMDIIH stores.	Accepted/Not accepted
17	FREIGHT & INSURANCE	To be borne by you.	Accepted/Not accepted
18	PAYMENT TERMS	Our standard payment term is "Within 30 days from the date of receipt and acceptance of material at our stores."	Accepted/Not accepted
19	DELIVERY SCHEDULE	As & when required basis within 20 days from the date of receipt of supply request.	Accepted/Not accepted
20	DESPATCH INSTRUCTION	To be delivered at our JADUGUDA / NARWAPAHAR/ TURAMDIIH stores through your own arrangement.	Accepted/Not accepted
21	INSPECTION	Final inspection of the materials will be done at our Jaduguda / Narwapahar / Turamdih stores	Accepted/Not accepted
22	SECURITY DEPOSIT	<p>The successful bidder shall furnish a security deposit to the extent of 5% of the total value of the order with in 30 of receipt of contract/order, when the order is awarded . Such a deposit will be held by the Corporation until successful completion of the order/contract, and will bear no interest. It will be forfeited in the event of breach of contract. Security deposit may be in the form of a bank guarantee issued by an Indian Nationalized Bank /Scheduled Commercial bank in favour of URANIUM CORPORATION OF INDIA LTD.(Proforma enclosed) Security deposit may also be submitted in the form of Demand Draft/Bankers Cheque drawn on State Bank of India, Jaduguda Branch (code No. 0227) drawn in favour of URANIUM CORPORATION OF INDIA LTD. a)</p> <p>Security deposit (SD) shall be uniformly levied @ 5% of contract value towards satisfactory completion of the order.</p> <p>b) 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.</p> <p>c) Security deposit may be recovered while releasing the first payment to the party in case the same is not deposited by the supplier.</p> <p>d) Supplier/Contractor is also permitted to furnish BG in favour of Uranium Corporation of India Ltd. in the prescribed format towards security deposit.</p> <p>e) Additional amount of SD due to enhancement in scope of work is also to be obtained.</p> <p>The SD & retention money shall stand forfeited in favour of UCIL, without any further notice tthe contractor in the following circumstance:</p> <p>i) 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.</p> <p>ii) If the contractor indulges at any time in any subletting / sub-contracting of any portion of the work without approval of UCIL.</p>	Accepted/Not accepted
23	BANK GUARANTEES (B.Gs)	<p>a) Bank guarantee should be as per our proforma & issued by a scheduled commercial / Indian Nationalized Bank.</p> <p>b) Bank guaranteeshall be valid for periods as under.</p> <p>(i)For Earnest Money Deposit : Till expiry of the quotation.</p> <p>(ii)For Security Deposit: Till satisfactory completion of order.</p> <p>c) Bank guarantee shall provide for claim period of 6 months after the expiry date.</p> <p>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</p>	Accepted/Not accepted

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24	LIQUIDATED DAMAGE	1) Liquidated Damages: 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)	Accepted/Not accepted
25	RTGS DETAIL	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.	Already registered/Not registered. Document submitted
26	TENDER TERMS & CONDITIONS	TO EVALUATE ALL PARTIES ON EQUAL PLATFORM, ALL THE TERMS & CONDITIONS OF THE TENDER HAVE TO BE ACCEPTED BY THE BIDDERS FAILING WHICH THEIR OFFER IS LIABLE TO BE REJECTED.	Accepted/Not accepted
27	REJECTION	In case of any rejection of items supplied under this contract, the same should be replaced by you within 72 hours but not more than one week from the date of rejection or a credit note should be issued for the value of items rejected, for adjustment.	Accepted/Not accepted
28	CANCELLATION OF CONTRACT	It will be your endeavor to operate the rate contract to our satisfaction. In case of your failure to do so, the contract is liable to be terminated, without any financial liability.	Accepted/Not accepted
29	FORCE MAJEURE	<p>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.</p> <p>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</p> <p>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</p> <p>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</p>	Accepted/Not accepted

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32	ARBITRATION	<p>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.</p> <p>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.</p> <p>For Global tender this clause may be modified by the competent authority on case to case basis</p>	Accepted/Not accepted
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	Accepted/Not accepted
32	PURCHASE PREFERENCE	Preference will be applicable as per Govt. Guidelines in vogue. Parties claiming preference shall submit supporting documents along with their offer	Accepted/Not accepted
33	MSME (SC/ST)Entrepreneur	Bidder registered with MSME and If entrepreneur belongs to SC/ST Category then they shall submit documentary evidence in support of this.	Accepted/Not accepted
34		<p>In the event of supply please provide GST registration details alongwith invoice and raise the invoice as per the provision of GST Act. Our information required under GST are furnished below: Uranium Corporation of India Limited.</p> <p>P.O.Jaduguda Mines, Distt. East Singhbhum, Jharkhand-832102.</p> <p>GST Number : 20AAACU2207N1Z0.</p> <p>PAN: AAACU2207N.</p>	Accepted/Not accepted
35	UNDERTAKING	Undertaking not to give any gift / inducement in correction with securing any favour in dealing with UCIL as per enclosed format.	Accepted/Not accepted
36	OTHER TERMS & CONDITIONS	In addition to the above terms, other terms & conditions as in the "Instructions to Tenderer and General Conditions of contract" enclosed shall also apply .	Accepted/Not accepted
37	NOTE	<p>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 Following conditions :</p> <p>a) "Poor response" implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.</p> <p>b) The additional documents should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.</p> <p>c) The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT</p>	