

URANIUM CORPORATION OF INDIA LIMITED

P.O:JADUGUDA MINES, JHARKHAND - 832102

Annexure-2

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REF: Public Tender No. PUR/3/RC/Spares for Sandvik make U/G equipment/1139

ITEM: Rate Contract for Spares for Sandvik make U/G Equipment

Part II (Techno commercial Part) **NIT (SPECIFIC TERMS & CONDITIONS)**

SPECIFIC TERMS & CONDITIONS FOR SUBMITTING THE OFFER

1) **SCOPE OF SUPPLY:** Supply of under mentioned item

Sl.No.	Item Description	No. of items	Qty. (Nos.)
1.	Annual Rate Contract for Spares for Sandvik make U/G Equipment. List of items as per annexure-1 & 1(A) enclosed. Make: Sandvik	4258 items	As per our requirement (As and when required basis throughout the year for 1 year + 60 days spill over period)

2) **CEILING VALUE OF RATE CONTRACT:**

Total value against the rate contract will be Rs. 4.45 Crores (Incl. GST). During the entire tenure of the contract the total supply against the supply request of different units will be made with this value. You will intimate the moment 80% of the total R/C value is exhausted for necessary action at our end. Please note that any supply made beyond as indicated below ceiling value without any amendment shall be at your own risk & cost.

Sl.No.	Unit	Ceiling Value in Lakhs (Rs.) (Incl.GST)
1	Jaduguda & Bagjata Mines	180.00
2	Narwapahar Mines	90.00
3	Turamdih & Mohuldih Mines	175.00
	Total	445.00

3) **STYLE OF QUOTATION :** TWO PART SYSTEM

The tender will be on two part system. Part-I consisting of Techno-commercial part (except price) & Part-II consisting of price part.

4) **Part-I, TECHNO COMMERCIAL PART (UNPRICED)**

It shall contain

- All Commercial terms & conditions of sale.
- Blank (unpriced) price bid proforma (copy of your price part without price).
- All documents in support of PQC (see clause Pre-Qualification criteria (PQC)).
- All terms & conditions have been agreed by us in totality, however offer received without acceptance of tender terms & conditions is liable to be rejected & price part shall not be opened.

5) **Part-II, PRICE BID:** This part shall contain "Rates" only as per price format (BOQ) available in CPP portal against bid. Quantity indicated in the price bid is 1 no. due to system limitation. Hence same will not be considered. Requirement of actual quantity will be considered as per sl.No.1 indicated above.

6) **MODE OF SUBMISSION OF TENDER**

Both parts of the offer should be submitted online through <https://etenders.gov.in/eprocure/app>.
Please do not send the offer in Hard copy.

7) **TO EVALUATE ALL PARTIES ON EQUAL PLATFORM, ALL THE COMMERCIAL TERMS & CONDITIONS OF THE NIT HAVE TO BE ACCEPTED BY THE BIDDERS OTHERWISE OFFER**

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MAY NOT BE CONSIDERED. AFTER EVALUATION OF THE TECHNO-COMMERCIAL PART, THE PRICE PART OF THE QUALIFIED PARTIES WILL BE OPENED.

- 8) **Basis of Evaluation:** Offer submitted by the bidders shall be in two part .Evaluation of L1 (Lowest) bidder shall be done based on their lowest landed amount as per price format (BOQ) subject to qualified as per terms & conditions of tender.

9) **PRE-QUALIFICATION CRITERIA (PQC):**

- i. The bidders should be OEM or their Authorised dealer of specified make / brand mentioned in the tender.
- ii. In case of authorized dealer, a copy of valid authorization certificate from the principal must be submitted.
- iii. The bidder's average annual turnover during last 03 financial years i.e. 2020-2021, 2021-2022 and 2022-2023, ending 31st March, should be at least Rs. 1.30 crore. Audited balance sheet and profit and loss account must be submitted by the bidder in support of above.

- 10) **TENDER FEE:** Parties who are interested to participate in the tender may do so by depositing **Rs. 1500/-** as tender fee deposited in SBI (any branch) through SBI challan as per format available to UCIL website: www.uraniumcorp.in **OR** by demand draft (DD) drawn on State Bank of India, Jaduguda Branch (Code no. 0227) drawn in favour of URANIUM CORPORATION OF INDIA LTD. Documentary evidence regarding tender document fee submitted through SBI challan/ Demand Draft (DD) i.e. scan copy of the same must be uploaded along with Part-I. Subsequently hard copy of challan/DD should be reached us on or before due date and time in a 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 MSE /SSI/ NSIC / Director of Industries of State, Cottage Industries approved by the State Authority subject to submission of scan copy of valid documentary evidence. Apart from this Exemption of tender fees will also be applicable as per government guidelines in vogue. Bidders who are not exempted for submission of tender fees has to upload scanned copy of tender fees document along with offer and hard copy of the same must be sent on or before due date and time of tender to the following address :

**Dy. General Manager (Purchase), Purchase Dept, Uranium Corporation of India Limited,
PO: Jaduguda Mines, East Singhbhum, Jharkhand – 832102.**

11) **EARNEST MONEY DEPOSIT:**

Offers should be accompanied by an Earnest Money Deposit of Rs.4,45,000/- (Rupees Two Lakh Forty-five thousand only) failing which the offer shall be rejected. E.M.D. shall be by way of a demand draft /Banker 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 Bank Guarantee as per enclosed format. The offers received from tenderers without EMD shall be summarily rejected except where exemption is provided in the tender.

MSE/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. Bidder seeking for EMD exemption shall submit relevant valid documents as per Government guideline for Exemption of EMD. Apart from this Exemption of tender fees will also be applicable as per government guidelines in vogue. Bidders who are not exempted for submission of **EMD &**

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tender fees has to upload scanned copy of **EMD & tender** fees document along with offer and hard copy of the same must be sent on or before due date and time of tender to the following address :

**Dy.General Manager (Purchase), Purchase Dept, Uranium Corporation of India Limited,
Po: Jaduguda Mines, East Singhbhum, Jharkhand – 832102.**

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.
- 12) **Price term:** Bidders should submit their offer on F.O.R. destination duly unloading and insured basis for supply of materials at our Jaduguda / Narwapahar / Turamdih Stores. No other price term is acceptable. All freight, insurance and unloading charges will be borne by the bidder.
- 13) **Tenure of Rate Contract:** Tenure of rate contract will be one year plus a spill over period of 60 days in which same rate and terms & conditions will be applicable. Rate contract can be further extended on mutual consent basis.
- 14) **DELIVERY SCHEDULE:** "As & when required basis". Material should be delivered within 45 days from the date of placement of supply request. LD will be applicable as per clause no. 25 of annexure-2 for supply made after 45 days. Last supply request should be raised before 45 days from the date of expiry of tenure of rate contract so that execution should be done within the tenure of rate contract.
- 15) **Supply Request:** Items to be supplied against this rate contract will be communicated to you as & when required by a letter (Supply request) signed by our demanding officer(s).
- 16) **Validity:** Offer validity should be 180 days from the due date of tender.
- 17) **FIRM PRICE:** Price should remain firm till entire tenure of rate contract.
- 18) **Payment term:** Bidder should quote payment term as "100% payment will be made within 30 days from the date of receipt & acceptance of material."
- 19) **Freight and Insurance:** To be borne by the supplier.
- 20) **Inspection:** Acceptance of supplied material will be done only after inspection and acceptance of material at our Stores.
- 21) Offers must be submitted positively within the submission date. Offers will not be accepted after 12.30 P.M on the submission date of tender.
- 22) **Taxes:** All taxes shall be claimed at actual prevailing at the time of dispatch. Documentary proof shall be submitted.

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- 23) Bidder should submit their GSTIN number along with their offer as well as indicate HSN code and SAC code for their quoted materials and services respectively as the case may be.
- 24) Conditional offer will out rightly be rejected. Offer shall be submitted by the bidders online as per our price format only failing which offer is liable to be rejected.

- 25) **LIQUIDATED DAMAGE (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)

Note in case of one time supply:

- (a) If Supplier fails to maintain delivery schedule as stipulated in the purchase order but supplied the materials within 10 weeks from the date of delivery schedule and the reason of delay attributable to supplier then payment will be released after deduction of Liquidated Damage (LD) without any order amendment regarding delivery schedule.
- (b) In case of delay beyond 10 weeks from the date of delivery schedule stipulated in the purchase order and the reason of delay attributable to supplier then payment will be released after deduction of Liquidated Damage (LD) subsequent to issuance of order amendment regarding delivery schedule.
- 26) **SECURITY DEPOSIT (Performance Security):** Security deposit will be held by the Corporation until successful completion of the order/contract, and will bear no interest.
- a) Security deposit (SD) shall be uniformly levied @ 3% 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) Security deposit may be recovered while releasing the first payment to the party in case the same is not deposited by the supplier.
- d) Supplier/Contractor is also permitted to furnish BG in favour of Uranium Corporation of India Ltd. in the prescribed format towards security deposit.
- e) 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.
- 27) **GUARANTEE / WARRANTY (DEFECT LIABILITY PERIOD):** Material should be guaranteed for a period of 12 months from the date of receipt material against defects in faulty design, material, workmanship and performance. In case of any defects material will be repaired, rectified or replaced free of cost at our site within 15 days from the date of intimation. The bidder will furnish guarantee certificate along with supply. In case of delay in attending the defect as stipulated above, the defect liability period shall get automatically extended. The security deposit amount should be valid up to defect liability period.

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28) **BANK GUARANTEES (B.Gs)**

- a) Bank guarantees wherever stipulated should be as per our proforma & issued by an Indian Nationalized bank/ Scheduled Commercial bank.
- b) They shall be valid for periods as under.
 - i) For Security Deposit: Till satisfactory completion of defect liability period. ii) **FOR EMD: Till award of contract.**
- c) All bank guarantees shall provide for claim period of 6 months after the expiry date.
- d) If the bank guarantees are furnished with validity periods 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.

29) PUC certificate of Pollution control, if applicable, should be submitted along with supply of material.

30) **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.

31) **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.

32) **ARBITRATION:** Notwithstanding anything contained in this Contract, all question, disputes or differences whatsoever which is not amicably settled as mentioned in Dispute Resolution clause, between the parties to the Contract, arising out of or relating to the work as per provisions of the Contract or matters related thereto whether during the period of the contract or its failure or after the completion of the contract, shall be decided by Arbitration under the provision of the Arbitration and Conciliation Act, 1996 as amended from time to time.

Parties shall endeavor to appoint an Arbitrator from a Panel of Arbitrators, the names of which shall be provided by both parties. In the event of failure of appointment of an arbitrator by the parties, the provisions contained in Section 11 of Arbitration & Conciliation Act, 1996 as amended from to time shall apply.

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- 33) **JURISDICTION:** The Civil Court of competent jurisdiction within the district shall have jurisdiction.
- 34) Preference will be given to parties as per Govt. guidelines in vogue.
- 35) **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 25 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)
- 36) Exemption to MSEs and startup will be applicable as per Government Guidelines.
- 37) **MSE (SC/ST):** Supporting documents related to MSE (SC/ST) organization to be submitted along with techno commercial bid.
- 38) **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 Bid Security Declaration and tender cost as prescribed in NIT.
- 39) In the event of supply please provide the GST registration details along with invoice and raise the invoice as per the provision of GST Act. Information required under GST are furnished below :-
URANIUM CORPORATION OF INDIA LIMITED
PO – Jaduguda Mines
Distt. - East Singhbhum
JHARKHAND – 832 102
GST NO : 20AAACU2207N1ZO
PAN : AAACU2207N
- 40) Bidder should submit duly filled and signed Pre Contract Integrity Pact as per enclosed format. (as per annexure 4).
- 41) Bidders whose name exists in our **dormant list (Adverse Remarks Register)** their offer will not be considered
- 42) Deviation of Order Quantity: Up to +/-10% variations in the execution of purchase order of the total order value for sanctioned order value is allowed without issue of amendment / revision in the purchase order.

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- 43) Bidder whose Tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of Tender, even though UCIL may elect to withdraw the Invitation to Tender.
- 44) UCIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for UCIL's action.
- 45) Related party clause: Subsequent to bid opening, if it is found that bids submitted by related parties in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has ability to control the other party or exercise significant influence over the other party in making financial and / or operating decision.
- 46) Supplier shall ensure that all the items supplied shall be new. UCIL reserves the right to reject goods which are not as per specification and also if items are supplied in breach of the terms & conditions stipulated. In case of rejection, supplier shall replace the rejected item free of cost or refund the amount paid (if any) against the rejected item. In case rejected items are not replaced by Supplier within one week from the date of rejection, a credit note should be issued for the value of items rejected, for adjustment. UCIL shall be entitled to recover from the supplier, all costs incurred by UCIL in respect of the rejected goods. Rejected goods will be lying at the UCIL's store at the supplier's risk and shall be removed by the supplier at their own cost immediately on receipt of instruction from UCIL. UCIL shall not be held responsible for any loss on account of deterioration etc. of the rejected goods. If rejected goods are not removed by the supplier, UCIL may charge penal rent and dispose off the goods as deemed.
- 47) Other Terms & conditions as in "Instructions to Tenderers & General conditions of contract" (Annexue-3) shall also apply. However in case of any contradiction between above terms & conditions and General conditions of contract then above terms & conditions shall prevail.
- 48) **For Information to ALL MSME Venders :-**
As per Government guideline, It is mandatory for all CPSE, MSME Vendors to register themselves on TReDS Portal. Details of contact persons, Phone No., Email Id is given below for TReDS registration.

Mr. Rudra Prasad Nag (Relationship Manager-EAST): Mobile No. 8232988780

Email id – Rudra.Nag@invoicemart.com

All MSME vendors may avail the facilities of TReDS platform and settle their bills through TReDS.

For Correspondence Email id : jadpur3@uraniumcorp.in