

URANIUM CORPORATION OF INDIA LTD.

(A Government of India Enterprises)

Tummalapalle Uranium Project

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

Annexure-2

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Item: MS Drums

Public Tender No. : **TMPL/PUR/361/247**

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 or 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 or www.tenderwizard.com/UCILEPROC) Please do not send the offer I n 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. Commercial terms & conditions of sale
- c. 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 .

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. Bidder should confirm that, they have quoted as per the Specifications/Make mentioned in our tender document. In case of multiple makes bidder shall clearly mention the make for which items are quoted.

7. QUANTITY: 1000 no's

8. DELIVERY SCHEDULE:

Material should be supplied @200 no's per month; However actual delivery schedule shall be given at the time of placement of purchase order.

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9. PRICE:

a). Your price should be on landed cost basis i.e. inclusive of basic price, freight, Taxes and Duties, and other charges as per Annexure-3. Any change in the Taxes & duties after tender submission date shall be to UCIL account.

b) Price has to be quoted in INR only.

10. PRICE TERMS:

Offers must be submitted on FOR DESTINATION basis for supply by road including freight to 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).

11. FIRM PRICE:

The price should be firm till execution of entire order. Price variation is not acceptable.

12. PAYMENT TERMS:

Payment will be made within 30 days from date of receipt and acceptance of material at our UCIL Tummalapalle stores.

13. VALIDITY:

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

14. BASIS OF EVALUATION: L1 will be decided on landed cost basis as per enclosed price format

15. SPECIAL INSTRUCTIONS

a) The ring gasket shall be fitted condition in the lid at the time of dispatch of drums. If the gaskets are supplied loose condition without fitting on the lids the whole consignment of drum shall be rejected.

b) At the time of delivery, if rust/dent surface is found in and outside of the drums including lid the consignment may rejected without any further notification to the supplier & supplier should replace the damaged drums

16. GUARANTEE

The guaranty period of drum shall be six month, within six month if any kind of rust/dent surface is found the same lot/number of drums may be rejected at the suppliers cost and replacement of this defective lot must be ensured by the supplier.

17. ACCEPTANCE OF TENDERS

As per the MSME guidelines, this item is reserved to procure from the small scale industrial units. Therefore offers of MSME/SSI/NSIC shall be considered as per MSME guidelines. Offers of Bidders other than MSME/SSI/NSIC shall not be considered.

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18. 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.

19. PRE QUALIFICATION CRITERIA:

1. The bidder should be a manufacturer of MS drums. Manufacturer should submit the documentary proof of manufacturing certificate issued by central or state government.
2. Bidder should submit the purchase order copies for supply of 400 no's of same specifications MS drums to any of their reputed customers during the financial years 2016-17, 2017-18, 2018-19.

20. 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 of delay subject to a maximum of 5%.

21. 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.

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

24. 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.

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25. 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

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.

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

28. 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.