

URANIUM CORPORATION OF INDIA LIMITED

P.O.:JADUGUDA MINES, JHARKHAND - 832102

Annexure-2

Ref. : Public tender No.PUR / 1 / 041 / 0899 / 1065

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SPECIFIC TERMS & CONDITIONS (TECHNO-COMMERCIAL PART)

- 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 qualified parties will be opened.

2) **Part-I, TECHNO COMMERCIAL BID (UNPRICED)**

- a) Detailed specification of your product.(attach scan copy if required)
- b) Deviations, if any, from tender specifications.(attach scan copy if required)
- c) Scan copy of Tender Fees & Earnest Money Deposit.
- d) Scan copy of all documents in support of PQC (see clause PQC below)

- 3) **Part-II, PRICE BID :** This part shall contain "PRICE" as per enclosed format (Annexure-3) only.

4) **MODE OF SUBMISSION OF TENDER:**

Bidders who are interested in supply of Cement as per Specification and Brands given in the Annexure-1 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 12.30 P.M. on the due date. 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 in sealed envelope super scribing "EMD" 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.

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

- a) Bidder should be Manufacturer or authorized dealers of following required Brands of Cement (Ordinary Portland Cement & Portland Slag Cement.)
 - i) M/s. OCL India Ltd.(M/S Dalmia Cement)
 - ii) M/s. Century Cement Ltd.
 - iii) M/s. Nuvoco Vistas Corp. Ltd. (formerly M/s. Lafarge India Pvt. Ltd.)
 - iv) M/s. ACC Limited
 - v) M/s. Ambuja Cement Limited
 - vi) M/s. Ultratech Cement
 - vii) M/s. ISD Industries Pvt. Ltd.
- b) In case of Manufacturer of required brand of Cement, bidder should submit valid certificate of Bureau of Indian Standards in support of Manufacturing of Cement.
- c) In case of authorized dealer, bidder should submit valid dealership certificate of manufacturer of required brands of Cement and validity of dealership certificate must be at least one year from the due date of our tender.

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(Bidder should upload scan copy of documents in support of Pre qualification Criteria failing which their offer will be rejected and price bid will not be opened).

- 6) **TENDER FEE:** Parties who are interested to participate in the tender may do so by depositing Rs. 1000/- (Rupees One Thousand) as tender fee deposited in SBI (any branch) through SBI challan as per format available to 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. 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.
- 7) **EARNEST MONEY DEPOSIT:** Offers should be accompanied by an Earnest Money Deposit of Rs. 1,40,250/- (Rupees one lakh forty thousand two hundred fifty 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. 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
- 8) **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.**
- 9) **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.
- 10) **SCOPE OF TENDER:** It shall covers supply of CEMENT as per details given under Annexure-1 of tender throughout the period given in the Purchase order.

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- 11) **TECHNICAL SPECIFICATION** : Bidder should confirm our technical specification and Brand given under Annex.1 attached, failing which their offer will not be considered and price part shall not be opened. In the event of order on qualified bidder, they have to supply CEMENT strictly as per our required technical specification , Brand and quantity given under Annexure-1.
- 12) **PRICE**: Tenderers must submit their price as per our enclosed Price format {Annex.3 } only.
- 13) **PRICE TERMS**: Offers must be submitted on “Free delivery” basis for supply of CEMENT at ourJaduguda, Narwapahar and Turamdih Stores (Jaduguda is located at about 25 Kms from Tatanagar Rly Station ,Narwapahar is located at about 15 Kms from Tatanagar Rly Station and Turamdih is located at about 07 Kms from Tatanagar Rly Station).
- 14) **BASIS OF EVALUATION**: Evaluation of L1 bidder will be done based on lowest landed cost basis as per enclosed price format (Annexure-3) . Bidder should quote their rate for our required technical specification and Brand as per Annexure-1 attached.Splitting of purchase order clause is also applicable.Moreover in case participated bidders comes under Micro and Small enterprises and their quoted price within price band of L1+15 percent 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 Enterprises and such Micro and Small Enterprise shall be allowed to supply at least 20 percent of total tendered value. In case of more than one such Micro and Small Enterprise the supply shall be shared proportionately.In case of tie and under other inconclusive situations then UCIL's decision towards award of order will be final and binding upon participated bidder
- 15) **FIRM PRICE** : Your quoted price shall remain firm till completion of order.
- 16) **VALIDITY** : (a) **For Placement of Order** :The offer shall be valid for 180 days initially from the date of tender opening. The validity of the offer shall be extended further if desired.
(b) **For Execution of order** : Your quoted rate should be valid for supplies of cement till 30/06/2020. The Supply validity of the offer shall be extended further if desired.
- 17) **DELIVERY SCHEDULE** : Cement will be supplied on as and when required basis within Ten Days to our Jaduguda /Narwapahar/Turamdih Stores based on written intimation reagrding supply received from concerned stores.
- 18) **TAXES** : All taxes shall be claimed at actual prevailing at the time of despatch. Documentary proof shall be submitted.
- 19) **SECURITY DEPOSIT**: The Successful bidder shall furnish a security deposit to the extent of 5% of the total value of the order within 30 days 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 nationalised bank/Scheduled 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) Security

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deposit (SD) shall be uniformly levied @ 5% of contract value towards satisfactory completion of the order.

b) EMD may be adjusted towards SD. However, if EMD is submitted in the form of bank guarantee, fresh bank guarantee is to be submitted towards SD in the prescribed format to be attached with order.

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.

20) **BANK GUARANTEE (B.G)**

a) Bank guarantees wherever stipulated should be as per our proforma & issued by an Indian Nationalised Bank /Scheduled Commercial bank.

b) They shall be valid for period as under:

i) For Earnest Money deposit: Till expiry of the quotation.

ii) For Security deposit: Till satisfactory completion of order.

iii) For Warranty: Till end of warranty period.

c) All Bank guarantees shall provide for claim period of 6 months after the expiry date.

d) It is expected from the suppliers/Contractors that BGs to be submitted by them should be sent to us directly by issuing bank under Registered Post(A.D.)/speed post. In exceptional cases, where the BGs are received through the contractors/suppliers, the issuing branch should be sent by registered post(A.D.)/Speed Post an unstamped duplicate copy of the guarantee directly to the organization with covering letter regarding comparison of original BGs and confirm that it is in order.

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.

21) **QUANTITY** : Quantity indicated in our tender is tentative. Order quantity may however vary by 25%. Entire tendered quantity may not be finalized on one party and as such your offer should be valid for part quantity also.

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- 22) **PAYMENT TERMS:** Payment will be made within 30 days from the date of receipt and acceptance of materials at our Stores(JADUGUDA/NARWAPAHAR/TURAMDIH).
- 23) **PURCHASE PREFERENCE** : Preference will be applicable as per Govt. Guidelines in vogue. Parties claiming preference shall submit supporting documents along with their offer.
- 24) **SPLITTING OF PURCHASE ORDER** : To ensure smooth supply, effort will be made to split the order quantity on L1(Lowest) & L2(Second Lowest) Bidders in the ratio of 70% & 30% respectively subject to matching of L1 bidder's rate by the L2 bidder. However, incase L2 bidder does not match the L1 bidder's rate then same opportunity will be given to L3 bidder to supply the cement at L1 bidder's rate only and so on if none of the bidder agree to match L1 bidder's rate then order for 100% Quantity of cement will be awarded on L1 bidder. In case of tie or under other inconclusive situations then UCIL's decision towards award of order will be final and binding upon participated bidders.
- 25) **COMPLIANCE OF MVI RULES & INSURANCE COVERAGE** : In the event of placement of order , bidder shall be responsible for safe delivery of material at our site at JADUGUDA / NARWAPAHAR / TURAMDIH . As such the responsibility of Insurance Coverage and compliance of MVI rules and regulation will entirely be on bidder's part.
- 26) **MANUFACTURERS TEST CERTIFICATE** : Cement shall be supplied along with Manufacturers Test Certificate for each consignment and testing should be done as per latest version of IS.
- 27) **INSPECTION** : We reserve the right of inspection and acceptance of cement after its delivery. This is not withstanding your furnishing of test certificate.
- 28) **LIQUADATED 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)
- 29) **RISK PURCHASE:** In the event of order not being executed satisfactorily, we reserve the right to purchase the material from alternative sources at your risk and cost.
- 30) **CANCELLATION OF ORDER:** t 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) **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.
- 32) The final acceptance of the tender rests with UCIL, who reserves to itself the right to reject any or all tenders without assigning any reason.
- 33) **UNDERTAKING:** Not to give any gift / inducement in correction with securing any favour in dealing with UCIL as per enclosed format.
- 34) **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

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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.

35) 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.

36) 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.

37) 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.

38) Conditional offer will out rightly be rejected.

39) Bidder should submit scan copy of GSTIN number.

40) Bidder should indicate HSN code and SAC code against their quoted material and service respectively as the case may be.

41) In the event of supply please provide GST registration details along with invoice and raise the invoice as per provision of GST Act. Our information required under GST are furnished

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below:

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P.O.JADUGUDA MINES,

DISTT: EAST SINGHBHUM,

JHARKHAND-832102.

GST NUMBER : 20AAACU2207N1ZO

PAN : AAACU2207N

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
