

URANIUM CORPORATION OF INDIA LIMITED

P.O. JADUGUDA MINES, JHARKHAND- 832102

EMAIL ID : jadpur3@uraniumcorp.in

PUBLIC TENDER NO. PUR/3/62/8493/1046

ITEM: Large dia cartridge explosives

ANNEXURE-1

Page (1 of 5)

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 as per price format under **Annexure 2**. After evaluation of the Techno commercial offers, the price part of the qualified parties will be opened.

2) **PART-1: TECHNO COMMERCIAL BID (UNPRICED)**

It shall contain

- Earnest Money Deposit.
- Commercial terms & conditions of sale
- Blank (unpriced) price bid proforma (copy of your price part without price).
- All documents in support of your credentials (see clause "PQC" above).

3) **PART-2: PRICE PART:**

This part shall contain price only as per enclosed price format as per Annexure-2 attached. The price will be on landed cost basis without considering powder factor.

4) **MODE OF SUBMISSION OF TENDER:** Both parts of the offer should be submitted online through www.tenderwizard.com/UCILEPROC

5) **SCOPE:**

a) Details of explosive properties :

- Fragmentation:** Fragmentation of blasted muck more than 800 mm size should not be more than 20%.
- Density Test:** All explosive cartridges shall be fully submerged in all water holes.
- Charge Factor:** Desirable charge factor shall be not more than 0.90 Kg/m³ (± 10%) in overburden and not more than 2.25 Kg/m³ (± 10%) in ore.
- Fly Factor:** Fly rock during blasting operation should not be projected beyond the danger zone (300 m radius).
- Back Break:** Back break after blasting should not be more than ½ of the burden beyond the last row of drilling block.
- Throw:** After blasting of drilling patches, blasted muck should be thrown, well beyond the last row of the patch.
- Vibration:** Ground vibration generated after blasting operation up to 4.07 mm/s is desirable, but shall not exceed 10 mm/s (permissible limit as per DGMS norms).
- Maximum Noise:** Noise produced during blasting operation, up to 127 db (L) is desirable, but shall not exceed 140 db (L) (permissible limit as per DGMS norms).
- Quality of Package:** Explosive shall be in uniform shape & size with proper wrapper & crimping of cartridge and contained in suitable carton box for safer handling & transportation.

The ratio of Booster charge and Column charge will be 35:65 and of same manufacturer.

b) Quantity:

Sl.No	Name of the item	Quantity (MT)
	Large dia Cartridge Explosives	
1	Booster Explosive (83 mm/125 mm)	220.50
2	Column Explosive (83 mm/125 mm)	409.50
	Total	630.00

Order quantity may however vary. Tenderers must clearly indicate minimum quantity offered.

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ANNEXURE-1

Page (2 of 5)

6) **PRE QUALIFICATION CRITERIA:**

- a) The bidder shall be manufacturer of slurry explosive to be used at hard rock open pit mine.
- b) The manufacturer shall submit the documentary evidence as a manufacturer
- c) The bidder shall confirm that they have quoted the item as per specification, without any technical deviation.
- d) The party must have experience of supplying at least 189 tons of similar category of items in any of the current / last five financial years. PO copy along with self certified statement of invoice as a proof of supply in support of the same must be submitted.
- e) The bidder's average annual turnover during the last 03 financial years i.e. 2015-2016, 2016-2017 and 2017-2018, ending 31st March should be at least Rs. 85,76,800/-. Audited balance sheet and profit and loss account of each financial year must be submitted by the bidder in support of above.
- f) The bidder shall confirm that they will submit all the required licenses and permissions issued by different regulatory and government bodies.

"Similar" means any large dia. Slurry explosive of minimum 83mm diameter.

7) **PRICE TERMS:** Free delivery at our Banduhurang Magazine on duly insured & unloaded basis.

8) **TENURE OF CONTRACT:** The order will be for 6 months. However, this is to be extended for another 3 months on mutual agreement.

9) **NEW SUPPLIER:** In case of new supplier for this item in UCIL, the supplier shall have to supply 3 MT explosive free of cost for trial blast within 10 days from the date of intimation, if the new party qualify in PQC. Failure to supply free of cost explosive quantity within 10 days of intimation, their offer shall not be considered for price bid opening.

10) **TESTING:** The performance of the explosive may be reviewed time to time. The review shall be done on the basis of sample blast at field or lab test if required.

11) **WORKSHOP:**

Periodical workshop should be conducted by the slurry /emulsion explosives supplier to explain the technical details of his products as to make the people understand and implement the uses of the explosives for safe and efficient operations.

12) **VALIDITY:** Your offer should remain valid for 270 days from the date of opening of tender.

13) **FIRM PRICE:** The Price for supply of explosive will remain firm for entire period of contract. However, changes will be allowed only for Govt. levies such as GST.

14) **PRICE:** Your quotation should be in INR only on free delivery to our stores and should be as per price format under Annexure 2.

15) **SPLITTING OF ORDER:**

The order quantity will be divided between qualified L1 bidder one of the two bidders in a ratio of 70% & 30%. 30% of order quantity will be placed on L2 on event of matching of L1 rate, failing which the L3 bidder will be given opportunity to match L1 rate and take order. If both L2 & L3 do not match L1 rate, for balance 30% quantity also order will be awarded to L1 party.

16) **BASIS OF EVALUATION:** L1 party will be finalized based on lowest quotation on overall value of tender quantity.

17) **DELIVERY SCHEDULE:** As & when required.

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ITEM: Large dia cartridge explosives

ANNEXURE-1

Page (3 of 5)

- 18) **PAYMENT TERMS:** Within 30 days from the date of receipt and acceptance of material at our Stores.
- 19) **ADHERENCE TO QUALITY OF MATERIAL:** In the event of placement of order, the supplier will ensure consistency in quality of explosive supplied through out tenure of the order.
- 20) **PERFORMANCE & PENALTY:** Performance of explosive shall be reviewed time to time by UCIL to determine the quality of explosive and packaging. During performance monitoring blast, technical expert of explosive supplier shall be present to witness the blasting performance & to improve the quality of blast in terms of fragmentation and charge factor. The performance of explosive shall be judged based on actual performance in field with following factors:
Charge factor: (Bench Mark)
a) For overburden / waste: The explosive charge factors shall be $0.90 \text{ Kg/M}^3 (\pm 10\%)$ for overburden / excavated rock other than Uranium ore.
b) For Uranium Ore: The explosive charge factor shall $2.25 \text{ Kg/M}^3 (\pm 10\%)$ for Uranium ore.

Failure to provide above performance criteria in performance monitoring blast will attract penalty as follows:

- a) In case of failure to above charge factor, 1% of ordered value shall be deducted from the bills in each case of performance blast failure.
b) Entire quantity of that particular consignment of explosive shall be returned back by supplier at his own risk and cost.
c) In case of three failures in performance monitoring blasts, UCIL shall reserve the right to cancel the balance quantity of purchase order.

However penalty clause in case of performance monitoring blast failure will be imposed after investigation of causes of failure by a technical committee consisting of management representatives.

- 21) **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. Documentary evidence regarding tender document fee submitted through SBI, challan i.e. scan copy of the same should be send through courier / speed post to purchase department on or before 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.

- 22) **EARNEST MONEY DEPOSIT (EMD):** The E.M.D amount shall be Rs. 2,85,900/- (Rupees two lakh eighty five thousand nine hundred) only. EMD may be submitted in the form of Bank Guarantee / Demand Draft/ Banker's Cheque in favour of Uranium Corporation of India 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 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:

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PUBLIC TENDER NO. PUR/3/62/8493/1046

ITEM: Large dia cartridge explosives

ANNEXURE-1

Page (4 of 5)

-
- 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.

23) SECURITY DEPOSIT:

- a) Security deposit (SD) shall be uniformly levied @ 5% of contract value towards satisfactory completion of the order.
- b) SD should be submitted in the form of demand draft / bankers cheque / BG as per prescribed format attached within 30 days of receipt of letter of acceptance or commencement of work at site whichever is earlier to materials department / IEC / OIC.
- c) 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.
- d) Security deposit may be recovered while releasing the first payment to the party in case the same is not deposited by the supplier.
- e) Supplier/Contractor is also permitted to furnish BG in favour of Uranium Corporation of India Ltd. in the prescribed format towards security deposit.
- f) Additional amount of SD due to enhancement in scope of work is also to be obtained.

The SD shall stand forfeited in favour of UCIL, without any further notice to the party 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.

24) BANK GUARANTEES (BG):

- a) Bank guarantees wherever stipulated should be as per our proforma & issued by an Indian scheduled commercial bank.
- b) They shall be valid for periods as under:
 - I. For EMD: BG for EMD shall be valid till expiry of the offer.
 - II. For Security bank guarantee: Till satisfactory completion of order.
- 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 an stipulated above or in the likelihood of the order not being executed within the stipulated delivery schedule, it will be your responsibility at 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.

25) 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.

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ANNEXURE-1

Page (5 of 5)

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- b) In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity)
- 26) **AGREED LIQUIDATED DAMAGE**: 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 for delay subject to a maximum of 5%. In case of delay beyond 10 weeks UCIL reserves the right to cancel the order and levy penalties.
- 27) **INSPECTION**: Final inspection of the materials will be done at our Stores.
- 28) **PROFORMA**: The bidder should comply and submit the following points duly filled:
- a) Undertaking not to give gift/inducement under Annexure 6A
 - b) Secrecy / confidentiality agreement under Annexure 6B
 - c) Pre Contract Integrity Pact under Annexure 6C
- 29) **PURCHASE PREFERENCE**: Government of India guideline in vogue will be applicable.
- 30) **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.
- 31) **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.
- 32) **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.
- 33) **MSME (SC/ST)**: Supporting documents related to MSME (SC/ST) organization to be submitted along with techno commercial bid.
- 34) **COMPLIANCE OF COMMERCIAL TERMS**: To avoid delay in processing as well as to bring all bidders on equal platform it is required to please confirm acceptance of all the commercial terms & conditions above in totality in order to evaluate offer of all bidders on equal footing.
- 35) **OTHER TERMS & CONDITIONS**: In addition to the above terms, other terms & conditions as in the "Instructions to Tenderers and General conditions of contract" shall also apply.
- 36) **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