

URANIUM CORPORATION OF INDIA LIMITED

P.O: JADUGUDA MINES, JHARKHAND – 832102

EMAIL ID: jadpur3@uraniumcorp.in

Annexure-2

REF. : TENDER NO. PUR/3/94/5141/1048

ITEM : SPARES FOR ST-3.5, MAKE: EPIROC (PREVIOUSLY ATLAS COPCO)

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SPECIFIC TERMS & CONDITIONS FOR SUBMITTING THE OFFER

1) STYLE OF QUOTATION : TWO PART SYSTEM

The tender will be on two part system. Part-I consisting of commercial part (except price) & Part-II consisting of price only. After evaluation of the Techno commercial offers, the price part of the suitable parties will be opened.

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

It shall contain

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

3) Part-II, PRICE BID: This part shall contain "Rate" only. All terms & conditions must be in Part-I only.

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) PRE-QUALIFICATION CRITERIA (PQC):

- a) The bidder should be OEM of specified make/brand mentioned in the tender or their authorized dealer.
- b) In case of authorized dealer, a copy of valid authorization certificate from the principal must be submitted.

7) QUANTITY : As per annexure-1

8) DELIVERY SCHEDULE: Please indicate your best delivery schedule.

9) PRICE: Your price should be on landed cost basis i.e. inclusive of basic price, GST, P&F & freight. Please quote your price as per enclosed price format (Annex.3)

10) PRICE TERMS: Offers must be submitted on FOR DESTINATION basis for supply by road including unloading. NARWAPAHAR & TURAMDIH are located at about 15 KMs / 7 KMs respectively from JAMSHEDPUR.

11) PAYMENT TERMS: Our standard payment term is "Within 30 days from the date of receipt of material at our Stores and acceptance thereof".

12) VALIDITY: Your offer should remain valid for 180 days from the date of opening of the tender.

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

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14) **TENDER FEE:** Parties who are interested to participate in the tender may do so by depositing Rs. 1000/- 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.

15) **EARNEST MONEY DEPOSIT:** The E.M.D amount shall be Rs. 60,100/- (Rupees sixty thousand one 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 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

16) **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 & 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.

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- b) If the contractor indulges at any time in any subletting / sub-contracting of any portion of the work without approval of UCIL.

17. **GUARANTEE / WARRANTY (DEFECT LIABILITY PERIOD):** Material should be guaranteed for a period of 6 months from the date of supply against manufacturing defects. In case of any defects material will be repaired, rectified or replaced free of cost at our site. The bidder will furnish guarantee certificate along with the supply. In case of delay in attending the defect as stipulated above, the defect liability period shall get automatically extended. This should be backed up by a bank guarantee for 5% of the contract value valid for defect liability period as per our proforma enclosed.

18. **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.
- b) In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity)

19. **BANK GUARANTEE (B.G):**

- a) Bank guarantee should be as per our proforma & issued by a scheduled commercial bank / Nationalized Bank.
- b) It shall be valid till satisfactory completion of order.
- c) Bank guarantee shall provide for claim period of 6 months after the expiry date.
- 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.

20. **FIRM PRICE:** The price should be firm till execution of entire purchase order quantity.

21. **INSPECTION:** Final inspection of the materials will be done at our Stores.

22. **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 delay subject to a maximum of 5%.

23. **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.

24. **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.

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

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- 26. 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.
- 27. MSME (SC/ST):** Supporting documents related to MSME (SC/ST) organization to be submitted along with techno commercial bid.
- 28. Other Terms & conditions** as in “Instructions to Tenderers & General conditions of contract” (enclosed) shall also apply.
- 29. 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
- “Poor response” implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.
 - The additional documents should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.
 - The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT
