

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

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Ref : PUR/2/35/8634/626

Item : Manganese Ore

SPECIFIC TERMS & CONDITIONS FOR SUBMITTING THE OFFER

1) Style of Quotation : TWO PART SYSTEM

- a) 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
- b) Quotations are to be submitted in 'DUPLICATE' and to be typewritten or printed on vendor's letterhead. Any correction or over writing should be authenticated.

2) Part-I, Techno Commercial Bid (Unpriced)

It shall contain

- a) Earnest Money Deposit.
- b) Commercial terms & conditions of sale
- c) Blank (unpriced) price bid proforma (copy of your price part without price).
- d) Documentary evidence of Diesel price prevailing on the date of the offer.
- e) Documentary evidence of MOIL's quarterly declared rate of DBF 474, DB FINES (N-09), BGF452, BG HUTCH PRODUCT (N-06) grade against which the offer is submitted.

3) Part-II, Price Bid : This part shall contain "Price" only.

4) Mode of submission of tender

- a) Both parts of the offer should be sealed and superscribed with tender reference no., due date, Part No. i.e. Part-I for techno-commercial bid and Part-II for price bid and bidder's name & address.
- b) Personal delivery is recommended. Tenderers forwarding tender by mail shall do so at their own risk. Tender received after the due date & hour may not be entertained. All envelopes duly sealed should be addressed to the Dy. General Manager (Purchase), Uranium Corporation of India Ltd., P.O. Jaduguda Mines, East Singhbhum, Jharkhand –832 102. Incomplete offers are likely to be rejected/ignored.
- c) Offer shall **NOT** be sent by E-mail or Fax.

5) QUANTITY: 9,250 M.T (4,150 MT for TURAMDHI and 5,100 MT for JADUGUDA). The tendered quantity is only approximate. Order quantity may however vary.

The ordered quantity shall be divided between qualified L1 & L2 party in a ratio of 70% & 30% subject to matching of L1 price by L2 party. In case L2 party will not match with L1 rate, UCIL reserves the right to place balance quantity also on L1 party

6) DELIVERY SCHEDULE: @ 1000 MT/month at Turamdih (preferably 175-200 MT per week) and @ 750 MT/month at Jaduguda (preferably 160-180 MT per week). However, delivery schedule as in our order shall apply.

- Turamdih is located at 08 KM away from TATANAGAR RAILWAY STATION.
- Jaduguda is located at 25 KM away from TATANAGAR RAILWAY STATION.

7) PRICE :

- a) Your price should be on landed cost basis i.e. inclusive of basic price, transportation cost, loading, unloading, all statutory duties & taxes, royalty etc. as per the price format given at Annex. 3
- b) Break-up of the landed cost showing material cost, royalty, transportation cost and taxes & duties should be furnished.

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- c) The price of Diesel prevailing on the date of the offer (along with evidence) shall be furnished.
 - d) Documentary evidence of MOIL's quarterly declared rate of DBF 474, DB FINES (N-09), BGF452, BG HUTCH PRODUCT (N-06) grade against which the offer is submitted.
 - e) Price should be valid for one year with spill over period of 3 months.
 - f) If any changes in taxes, duties, royalty that should be applicable as per govt. guideline.

8) **PRICE TERMS:** Offers must be submitted on FOR DESTINATION basis for supply by road including loading and unloading. (Turamdih is located about 8 Kms from Tatanagar Rly Stn. and Jaduguda is located about 25 Kms from Tatanagar Rly Stn.).

9) **PRICE VARIATION CLAUSE :**

a) **PVC on material cost**

- i) Price variation on basic cost of material will be given depending on the quarterly declared price of the **DBF 474, DB FINES (N-09)** grade of MOIL.
In case the above grade is not available in MOIL's price in that case **BGF452, BG HUTCH PRODUCT (N-06)** grade will be taken for calculating PVC.
- ii) The net variation in the basic cost of material over & above the basic cost of previous quarter will only be adjusted under PVC on material cost.
- iii) Formula for calculation of basic cost of Mn Ore per M.T shall be as under :-

Basic Price per MT of Mn ore for a quarter = Basic price of initially quoted Mn Ore +
(current MOIL's basic price – MOIL's
basic price at the time of submission
of offer).

- iv) Royalty taxes & duties etc. will be calculated based on basic price after price adjustment.

b) **Special Note** – In case price of both the above specified grade for price adjustment is not declared by MOIL then the basic price of next nearest grade and size may be considered for above purpose at the discretion of UCIL.

c) **PVC on transportation cost**

- i) Price variation on the transport cost will be payable based on the change in the diesel price as per the following formula:

$$\text{Variation / ton} = T \times 0.3 \times \frac{(P-Q)}{Q}$$

Where, T = Transportation Cost
 P = New Diesel Price
 Q = Base Diesel Price.

Base Diesel Price : Shall mean the diesel price on the date of the offer or the HSD rate on which the escalation was last calculated.

- ii) Separate bill for claim of PV is to be submitted, if applicable on monthly basis
- iii) PVC will not be applied if the change in price of diesel is less than Re. 1.00 (Rupee one).
- iv) Documentary evidence of HSD price has to be submitted.

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- 10) **PAYMENT TERMS:** Our standard payment term is "Within 30 days from the date of receipt of material at our Stores and acceptance thereof". No other payment term is acceptable.
- 11) **PRO-RATA DEDUCTION :**
- | a) | Payment will be made based on analysis of material received on a day. | | | | | | | | | | |
|---|---|---|-------------------------|------------------------|---------------------------------------|------------------------|---|------------------------|---|----------------------------|--|
| b) | Full payment will be made for material containing above 42% MnO ₂ . | | | | | | | | | | |
| c) | Deduction as detailed below will be applied on material having less than 42% MnO ₂ content but more than or equal to 32% MnO ₂ content. | | | | | | | | | | |
| | <table border="0"><thead><tr><th><u>Available MnO₂ content</u></th><th><u>Deduction</u></th></tr></thead><tbody><tr><td>Below 42% and upto 38%</td><td>Prorata deduction on cost of material</td></tr><tr><td>Below 38% and upto 35%</td><td>1½ times the prorata deduction on cost of material.</td></tr><tr><td>Below 35% and upto 32%</td><td>Double the prorata deduction on cost of material.</td></tr><tr><td>Below 32% MnO₂</td><td>Material will be rejected. However, Corporation reserves the right to accept some quantity depending on stock position with 2½ times pro-rata deduction on material cost</td></tr></tbody></table> | <u>Available MnO₂ content</u> | <u>Deduction</u> | Below 42% and upto 38% | Prorata deduction on cost of material | Below 38% and upto 35% | 1½ times the prorata deduction on cost of material. | Below 35% and upto 32% | Double the prorata deduction on cost of material. | Below 32% MnO ₂ | Material will be rejected. However, Corporation reserves the right to accept some quantity depending on stock position with 2½ times pro-rata deduction on material cost |
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| d) | Moisture | | | | | | | | | | |
| | Additional moisture above 10% will be deducted from the quantity of receipt for arriving at net quantity of receipt for releasing payment on landed cost basis. Management reserves the right to reject material or impose additional penalty or monthly supply by more than 25% of material having higher than 15% moisture between 16 th September to 14 th June. However for rainy season starting from 15 th June to 15 th September moisture contents up to 20% will be accepted with deduction for additional moisture content above 10% as stipulated above. | | | | | | | | | | |
- 12) **TEST REPORT:** One composite sample will be collected from consignments of material received in a day. The material supplied by you shall be analysed in our Lab. after joint sampling at unloading point. Our analysis report shall be treated as final & binding. The analysis value will be rounded off to the nearest integer. Request for re-analysis of material analyzing below 32% MnO₂ only will be entertained within 15 days of report. In the event of re-analysis, the higher of the two values will be binding.
- 13) **VALIDITY:** The offer should remain valid for 180 days from the date of opening of the tender.
- 14) **EARNEST MONEY DEPOSIT:** E.M.D must be submitted as per our "Instructions to tenderer and general conditions of contract" (Annexure-4). The E.M.D amount shall be Rs. 8,00,000/- (Rupees Eight Lakhs only). E.M.D may be in the form of a bank guarantee issued by / counter guaranteed by an Indian Nationalised bank in favour of URANIUM CORPORATION OF INDIA LTD. ***However, SSI / NSIC regd. units are exempted from***

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submission of EMD. Parties claiming for exemption shall submit valid SSI / NSIC regn. certificate along with the offer.

- 15) **SECURITY DEPOSIT:** The successful bidder shall furnish a security deposit to the extent of 5% of the total value of the 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/ counter guaranteed by an Indian Nationalised bank in favour of URANIUM CORPORATION OF INDIA LTD.
- 16) **BANK GUARANTEE (B.G)**
- (a) Bank guarantee should be as per our proforma & issued by an Indian Nationalised bank.
 - (b) BG for EMD shall be valid till expiry of the offer. BG for Security Deposit shall be valid till satisfactory completion of the 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.
- 17) **SPECIAL CONDITIONS FOR PRE-QUALIFICATION :-**
- (a) Offer from Mine owner is only acceptable.
 - (b) Mine owner shall enclose copy of valid mining lease with the offer failing which offer may not be considered.
 - (c) The Mine owner shall have produced atleast 10,000 MT of Mn Ore in last two financial years (2012-13 & 2013-14). The party must enclose documentary evidence of payment of royalty of above quantity in the stipulated period to the Government.
 - (d) The party shall have made profit in any of last two financial years (2012-13 & 2013-14). The Audited balance sheet shall be enclosed in support of above.
- 18) **AGREED LIQUIDATED DAMAGES:** Supply should be effected as per delivery schedule stipulated in the order. If there is a short-fall (on monthly basis), a deduction @ 1% (one percent) of the landed value of the short-fall quantity will be applicable.
- 19) **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.
- 20) **CANCELLATION OF ORDER:** It will be your endeavor to execute the purchase order to our satisfaction. In case of your failure to do so, the order is liable to be cancelled.
- 21) **PREFERENCE:** Preference will be applicable as per Govt. guidelines in vogue. Parties claiming preference shall submit supporting documents along with their offer.
- 22) Other terms & conditions as in "Instructions to Tenderer & General Conditions of Contract" (enclosed) shall also apply.