

# URANIUM CORPORATION OF INDIA LIMITED

P.O:JADUGUDA MINES, JHARKHAND - 832102

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ITEM: BURNT LIME

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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 NIT.
- c) Blank (unpriced) price bid proforma (copy of your price part without price).
- d) Documentary evidence of Diesel & Petro coke price prevailing on the date of the offer.
- e) 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](http://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 :**

- a) The bidders shall have executed order for supply of at least 2250 MT Burnt Lime having minimum 70% CaO content in any of the last three / current financial years. Copies of purchase orders showing phone number / email id as proof of supply must be submitted.
- b) The bidder's average annual turnover during last 03 financial years i.e. 2015-2016, 2016-2017 and 2017-2018, ending 31<sup>st</sup> March, should be at least Rs. 1.68 crores. Audited balance sheet and profit and loss account must be submitted by the bidder in support of above.

**7) QUANTITY : 7,500 M.T spread over 6 months**

- a) The ordered quantity will be divided among qualified bidders i.e. L1 & L2 parties in a ratio of 70% & 30% respectively subject to matching the L1 rate by L2 party.
- b) Offer of L1 and L2 parties will not be considered in case they will not agree the following:
  - i) Percentage allocated as stipulated above. (i.e. 70% and 30% of tender quantity)
  - ii) Matching L1 rate by L2 party.
- c) If L2 party fails to match L1 rate in that case merit of the remaining parties will get changed viz. if L2 fails to match L1 rate in that case L3 will become L2 accordingly the status of other parties will also change.

**8) DELIVERY SCHEDULE : @ 1250 MT per month**

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## 9) **PENALTY ON DELIVERY SCHEDULE:**

If a party fails to maintain delivery schedule in a particular months, the shortfall quantity can be supplied in the next month. Even if the party fails to maintain the delivery schedule as well as shortfall quantity following deduction will be done from their running bill.

Shortfall Quantity	Deduction on landed cost
Up to 10%	No deduction
>10% - 20%	5%
>20% - 30%	15%
>30% - 40%	20%

## 10) **PRICE :**

- Quotation should be submitted considering all the parameter such as peak season rate etc.
- Quoted rate will remain firm for entire period of contract excluding PVC as allow,
- Price should be quoted for Jaduguda.
- Your price should be on landed cost basis i.e. inclusive of basic price, GST, freight, GST on freight, transit insurance & unloading charges. (Unloading mean the bags to be unpacked and material unloaded in hopper at site and empty bags to be stacked after making bundle) & weekly removal of empty bags bundles from yard to outside plant for disposal by party.
- Break-up of the landed cost showing each of the individual cost components as stated above should be furnished.
- The price of Diesel & Petro-coke prevailing on the date of the offer (along with evidence) shall be furnished. Price quoted based on older petro-coke price will be adjusted to petro-coke prevailing price on the date of opening, for deciding lowest bidder.

- 11) **PRICE TERMS:** Offers must be submitted on FOR DESTINATION basis for supply by road including loading, unloading, unpacking, discharging into the hopper and stacking of empty bags after making bundle and empty bags shall be taken out of the company by the party every week. (Jaduguda is located about 25 Kms from Jamshedpur).

## 12) **PRICE VARIATION CLAUSE :**

- PVC on material cost :**
  - Price of Burnt Lime will be adjusted on account of changes (increase & decrease) in the cost of Petroleum Coke / Coking coal used by the manufacturer for making the supplied material subject to submission of documentary proof.  
Documentary proof for these changes shall be copy of invoice cum challan of M/s. Reliance Industries Ltd. for Petro Coke and for coking coal, the invoice cum challan of Coal India Ltd. or its subsidiary.
  - You shall submit a copy of Invoice cum challan of M/s. Reliance Industries Ltd. / M/s Coal India Ltd. as documentary proof of petro coke price on the basis of which quotation has been submitted. The must recent price of Reliance Petrocoke / M/s Coal India Ltd. before the due date of submission shall be taken as basis for offered rate.
  - Formula for adjustment of burnt lime price shall be  
Increase / decrease in material price per MT =  $\frac{1}{4}$  (one fourth) of increase / decrease in cost of petro coke or coking coal per MT.

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- iv) PVC will not be applied if the change in price of petro coke / coking coal is less than 5% of the previous price.
  - v) The change in the price of material will be applicable on supplies of material made after one week from the date of submission of document of increase / decrease.
  - vi) You should submit once in every month a certificate that there is no downward revision of Petro coke / coking coal price than the billed rate.

b) **PVC on transportation cost :**

- i) PVC based on variation in price of diesel only will be payable as per the given 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) per litre on base diesel price.
- iv) Documentary evidence of HSD price has to be submitted alongwith claim of P.V.C & also with offer.

13) **PRO-RATA PENALTY FOR available CaO CONTENT :**

- a) Full payment will be made for consignments of material analyzing available CaO content more than 70%.
- b) Deduction as detailed below will be applied on consignments of material analyzing available CaO content less than 70% but more than or equal to 55% on landed cost basis.

Available CaO content	Deduction
Below 70% and upto 65%	Single prorata deduction on landed cost
Below 65% and upto 60%	One & half times of the prorata on landed cost
Below 60% and upto 55%	Double prorata deduction on landed cost

- c) Flat rate of deduction on landed cost as detailed below will be made on consignments of material analyzing less than 55% available CaO.

Available CaO content	Deduction
Below 55%	85% of landed cost.

- 14) **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.

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

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**16) SPECIAL CONDITIONS :**

- a) If more than 10% of consignments in a month contains less than 55% available CaO, the Corporation reserves the right to cancel the order.
- b) Payment will be made based on the analysis of every individual consignment.
- c) Analysis report of material analyzing below 55% available CaO will be given to your representative available at the site by hand or will be sent to you by FAX within 10 days of supply.
- d) Analysis of available CaO will be done as per IS-1540 Part-I 1990 by Sugar Method.
- e) Material supplied will not be returned under any circumstances but payment for the material will be made after deductions as indicated above.
- f) If monthly supplied quantity is less than 70% of delivery schedule for 2 consecutive month, the corporation reserves the right to terminate the contract & forfeit the security deposit & prohibit the party from participating in its future tenders.
- g) Sample of material will be collected by installed sampler in the plant. On event of its breakdown or unavailability, manual sample will be collected during unloading from every 20<sup>th</sup> bag in presence of party's representative.
- h) The Corporation may impose an additional penalty / deduction of 10% of landed cost (based on quality) on event of variation in size than specified.

**17) TEST REPORT:** The material supplied by you shall be analysed in our Lab. & our test report shall be treated as final & binding. The analysis value will be rounded off to the nearest integer (0.5 and above will be rounded off to the next higher integer). Reanalysis of already collected samples from consignment with reported value of below 55% Available CaO only may be carried out in our laboratory in presence of your representative within 15 days of reporting of the analysis upon written request. In the event of non-receipt of request for re-analysis within the stipulated period or non-reporting of your representative on prefixed date for re-analysis, our earlier report will be treated as final. In the event of re-analysis, the higher of the two values will be binding. Reanalysis will be carried out on chargeable basis as per company's prevailing rate.

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

**19) EARNEST MONEY DEPOSIT:** The E.M.D amount shall be Rs. 5,60,000/- (Rupees Five lakhs sixty thousand) only. EMD may be submitted in the form of Bank Guarantee / Demand Draft / Bankers Cheque in favour of URANIUM CORPORATION OF INDIA LTD. 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:

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- 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

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

## 21) **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).

## 22) **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.

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- 23) **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%.
- 24) **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.
- 25) **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.
- 26) **PREFERENCE:** Preference will be applicable as per Govt. guidelines in vogue. Parties claiming preference shall submit supporting documents along with their offer.
- 27) **ROUTE OF SUPPLY:** Party shall clearly specify the possible source of supply and transport route from production place to Jaduguda, along with offer. This will be considered during force majeure reason for short supply.
- 28) **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.
- 29) **MSME (SC/ST):** Supporting documents related to MSME (SC/ST) organization to be submitted along with techno commercial bid.
- 30) Other Terms & conditions as in "Instructions to Tenderers & General conditions of contract" (enclosed) shall also apply.
- 31) **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.
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