

URANIUM CORPORATION OF INDIA LIMITED

P.O:JADUGUDA MINES, JHARKHAND - 832102

REF: PUR/2/35/8635/590
ITEM: BURNT LIME

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SPECIFIC TERMS & CONDITIONS FOR SUBMITTING THE OFFER

1) STYLE OF QUOTATION: TWO PART SINGLE STAGE SYSTEM

- a) The tender will be on two part system. Part-I consisting of techno-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 will not be accepted.

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) Documentary evidence of Diesel & Petro coke price prevailing on the date of the offer.
- e) All documents in support of your credentials (see clause "CREDENTIALS" 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

- 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 : Tentatively 34,000 M.T (16,000 MT for Jaduguda and 18,000 MT for Turamdih) spread over ONE year. Accordingly, Tenderers should quote their rates for the required quantity both for JADUGUDA and TURAMDIIH.

The ordered quantity will be divided among qualified L1, L2 & L3 parties in a ratio of 50%, 30% & 20% respectively subject to matching the price offered by L1.

In case L2, L3 tenderer fails to match L1 rate, UCIL discretion will be final for consideration of award of the order for balance quantity.

6) DELIVERY SCHEDULE :

FOR JADUGUDA - Net @ 1350 MT/month (325 MT/week) with 600-700 MT/month by L1 & balance by others.

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FOR TURAMDIH - Net @ 1500 MT/month (350 MT/week) with 600-700 MT/month by L1 & balance by others.

7) **PRICE :**

- a) Your price should be on landed cost basis i.e. inclusive of basic price, all statutory duties & taxes, freight, service tax 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. Concessional rate of Central Sales Tax / VAT should be considered to quote your price.
- b) Break-up of the landed cost showing each of the individual cost components as stated above should be furnished.
- c) 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.

- 8) **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 Km from Jamshedpur and Turamdih is located about 7 Kms from Jamshedpur).

9) **PRICE VARIATION CLAUSE :**

- a) **PVC on material cost :**
 - i) Price of Burnt Lime will be adjusted on account of changes (increase & decrease) in the cost of Petroleum Coke 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.
 - ii) You shall submit a copy of Invoice cum challan of M/s. Reliance Industries Ltd. as documentary proof of petro coke price on the basis of which quotation has been submitted. The must recent price of Reliance Petrocoke before the due date of submission shall be taken as basis for offered rate.
 - iii) 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.
 - iv) PVC will not be applied if the change in price of petro coke 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.

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- vi) You should submit once in every month a certificate that there is no downward revision of Petro coke 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.

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

- a) Full payment will be made for consignments of material analyzing available CaO content more than 65%.
b) Deduction as detailed below will be applied on consignments of material analyzing available CaO content less than 65% but more than or equal to 50% on landed cost basis.

Available CaO content	Deduction
Below 65% and upto 60%	Single prorata deduction on landed cost
Below 60% and upto 55%	One & half times of the prorata on landed cost
Below 55% and upto 50%	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 50% available CaO.

Available CaO content	Deduction
Below 50% and upto 45%	50% of landed cost.
Below 45% and upto 40%	60% of landed cost.
Below 40% and upto 35%	70% of landed cost.
Below 35%	85% of landed cost.

- 11) **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.

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12) **SPECIAL CONDITIONS :**

- a. If more than 10% of consignments in a month contains less than 60% 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 50% 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 20th 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.

13) **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.

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

15) **EARNEST MONEY DEPOSIT:** E.M.D shall be submitted as per our "Instructions to tenderer and general conditions of contract" (Annexed). The E.M.D amount shall be Rs. 10,00,000/- (Rupees Ten Lakhs) only. EMD may be in the form of Bank Guarantee issued by an Indian nationalised Bank. ***However, SSI / NSIC regd. units are exempted from submission of EMD. Parties claiming for exemption shall submit valid SSI / NSIC regn. certificate along with the offer.***

16) **SECURITY DEPOSIT:** As per "Instructions to tenderer & general conditions of contract" (Annexed). Further, the bank guarantee shall be as per our proforma enclosed. It should be automatically extended for validity period in the event of delay in execution of the contract.

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

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- a. Bank guarantees wherever stipulated 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 be provided 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.

18) PRE-QUALIFICATION CRITERIA :

- a. The bidders shall have executed order for supply of Burnt Lime of indented grade for 10,000 M.T in one of the last 2 financial years (i.e. 2011-12 & 2012-13).
- b. Copies of purchase orders, name or contact person with designation, phone / email id of contact person or customer as proof of having supplied atleast 10,000 MT Burnt Lime during any one of the previous 2 financial years (i.e 2011-12 & 2012-13) must be submitted. The party will not be considered as qualified bidder in absence of the above credential.
- c. Documentary proof of mine/kiln ownership as indicated in the Notice Inviting Tender should be submitted.
- d. Suppliers other than Mine/Kiln owners (i.e. authorised agent) must submit current authorised agency certificate of mine/kiln owner as indicated in the Notice Inviting Tender.

19) AGREED LIQUIDATED DAMAGES: Supplies should be effected strictly as per weekly delivery schedule as stipulated in the order. In case of any shortfall on the weekly delivery schedule, a deduction of 5% (five percent) of the landed value of the short-fall quantity shall be imposed.

20) RISK PURCHASE: If the parties fail to supply 70% of delivery schedule of a month as stipulated in purchase order, corporation will procure the shortfall quantity from open market at risk and cost of defaulted parties.

The material will be procured from next lowest sources available in the tender whom order has not been awarded. The rate applicable will be the ruling rate confirmed by the alternate sources stipulated above.

21) 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.

22) PREFERENCE :

- a. Preference will be applicable as per Govt. guidelines in vogue. Parties claiming preference shall submit supporting documents along with their offer.
- b. Preference may be given to tenderers who are mine/kiln owners duly supported with valid documents.

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- 23) **ROUTE OF SUPPLY:** Party shall clearly specify the possible source of supply and transport route from production place to Jaduguda /Turamdih, along with offer. This will be considered during force majeure reason for short supply.
- 24) Other Terms & conditions as in "Instructions to Tenderers & General conditions of contract" (enclosed) shall also apply.
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