

URANIUM CORPORATION OF INDIA LIMITED

P.O: JADUGUDA MINES, JHARKHAND – 832102

EMAIL ID: jadpur3@uraniumcorp.in

Annexure

ENQUIRY NO. 3/PE220224/7

ITEM : OIL HYDREX TH46

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SPECIFIC TERMS & CONDITIONS FOR SUBMITTING THE OFFER

- 1) **SCOPE:** Supply of material as given below:

Sl.No	Description	Qty (Litre)
1	OIL HYDREX TH46	10,800 LTR

- 2) **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.

- 3) **Part-I, TECHNO COMMERCIAL BID (UNPRICED)**

It shall contain

- All Commercial terms & conditions of sale.
- All documents in support of PQC (see clause "PQC" below)

- 4) **Part-II, PRICE BID:** This part shall contain "Rate" only as per existing CPP portal format. All terms & conditions must be in Part-I only.

- 5) **MODE OF SUBMISSION OF TENDER**

Both parts of the offer should be submitted online though <http://etenders.gov.in/eprocure>

- 6) **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.**

- 7) **PRE-QUALIFICATION CRITERIA (PQC):**

- Bidder should be lubricant manufacturer i.e. M/s IOCL, M/s HPCL, M/s BPCL only.
- Bidder shall confirm that they have offered the items as per specification or their respective grade as mentioned in tender.

- 8) **QUANTITY:** As mentioned above at sl. no. 1.

- 9) **DELIVERY SCHEDULE:** Within 30 days from the date of placement of order.

- 10) **PRICE TERMS:** Offers must be submitted on FOR DESTINATION basis for supply by road duly insured & unloading basis. Narwapahar is located at about 15 KMs from Tatanagar Railways Station.

- 11) **PAYMENT TERMS:** Within 30 days from the date of receipt and acceptance of material at our Stores.

- 12) **VALIDITY:** Your offer should be remain valid for 120 days from the date of opening of the tender.

- 13) **BASIS OF EVALUATION:** Party will be decided as L1 on the overall landed cost basis.

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

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15) MAKE IN INDIA:

(A) In case of 'Class-I local supplier / Class-II local Supplier, bidder shall indicate percentage of local content and provide self- certification that the item offered meets the local content requirement for class-I local supplier' / class-II local supplier / Non local supplier, as the case may be.

(B) PURCHASE PREFERENCES FOR LOCAL SUPPLIER (IN LINE WITH GOI ORDER NO. P-45021/2/2017- PP (BE-II) DATED 16.09.2020)

- 1) In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
- 2) Only 'Class-I local supplier' and 'Class-II local supplier' as defined under the order shall be eligible to bid in procurements undertaken by procuring entities.

(C) Purchase preference in the procurements of goods or works, which are covered under above 25(B) clause No. 2 and which are divisible in nature.

- i) Among the qualified bids, the lowest bid will be termed as L1, if L1 is Class-I local supplier, the contract for full quantity will be awarded to L1
- ii) If L1 bid is not a class –I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter , the lowest bidder among the class-I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local suppliers quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such class-I local supplier subject to matching L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity , the next higher class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case more quantity is still left uncovered on class-I local suppliers, then such balance quantity may also be ordered on the L1 Bidder.

(D) Purchase preference in the procurements of goods or works, which are covered under above 25(B) clause No. 2 and which are Non - divisible in nature.

- i) Where the bid is evaluated on price alone, the class-I local supplier shall get purchase preference over class-II local supplier as well as Non-Local supplier.
- ii) Among the qualified bids, the lowest bid will be termed as L1, if L1 is Class-I local supplier, the contract will be awarded to L1.
- iii) If L1 is not class-I local supplier, the lowest bidder among the class-I local supplier, will be invited to match the L1 price subject to class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1- Price.
- iv) In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and contract shall be awarded accordingly. In case none of the class-I local supplier within the margin of purchase preference matches the L1 price; the contract may be awarded to the L1 bidder.

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- v) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.

(E) Applicability in tenders where contract is to be awarded to multiple bidders :

- i) In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the class-I local supplier shall get purchase preference over class-II local supplier as well as non-local supplier as per following procedure.
- ii) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal ministry, only class-I local suppliers shall be eligible to bid. As, such the multiple suppliers, who would be awarded the contract, should be all and only class-I local suppliers.
- iii) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- a) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- b) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

(F) DEFINITIONS:

- i) '**Local Content**' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- ii) '**Class-I local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'class-I local supplier'.
- iii) '**Class-II local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'class-II local supplier but less than that prescribed for Class-I local supplier'.

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- iv) '**Non-Local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'class-II local supplier.

(G) Definitions, margin of preference and all other terms as per Ministry of Commerce and Industry, Department of promotion of Industry and Internal trade (Public procurement section) office order No. P-45021/2/2017-PP (BE-II) dated 16/09/2020.

16) INSPECTION: Final inspection of the materials will be done at our Stores.

17) LIQUIDATED DAMAGE (LD): Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order / contract. LD shall be levied @ 0.5% per week or part thereof on the value of unfinished supply/ work order for each week of delay subject to a maximum of 5% of the total value of contract (excluding Taxes and Duties).

Note in case of one time supply:

- a) If Supplier fails to maintain delivery schedule as stipulated in the purchase order but supplied the materials within 10 weeks from the date of delivery schedule and the reason of delay attributable to supplier then payment will be released after deduction of Liquidated Damage (LD) without any order amendment regarding delivery schedule.
- b) In case of delay beyond 10 weeks from the date of delivery schedule stipulated in the purchase order and the reason of delay attributable to supplier then payment will be released after deduction of Liquidated Damage (LD) subsequent to issuance of order amendment regarding delivery schedule.

18) 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.

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

20) 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.

21) QUANTITY: The Corporation reserves the right to order less or more than the specified quantity at the offered rates.

Goods will be paid for on the basis of actual net quantity received at the stores. In case of excess supply the corporation at its discretion may / may not retain a part or whole of the excess. In that case of goods purchased on the basis of weight a maximum of 2% tolerance on account of weighing scale errors will be allowed

22) INSURANCE: Transit insurance should cover all risks upto the destination. Insurance will be arranged the supplier.

23) REJECTION OF GOODS: UCIL reserves the right to reject goods which are not as per specification and also if supplied in breach of the terms & conditions stipulated. In case of rejection you shall have to replace free of cost or refund the amount paid.

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UCIL shall be entitled to recover from the supplier costs incurred by UCIL in respect of the rejected goods. Rejected goods will be lying at the UCIL's store at the supplier's risk and shall be removed by the supplier at his own cost immediately on receipt of rejected advice. The Corporation will not be responsible for any loss on account of deterioration etc. of the rejection goods. If rejected goods are not removed by the supplier, UCIL may charge penal rent and dispose off the goods as deemed.

- 24) **DEVIATION OF ORDER QUANTITY:** Up to 10% variations in the execution of purchase order of the total order value for sanctioned order value is allowed without issue of amendment / revision in the purchase order.

25) **FORCE MAJEURE:**

Force majeure is an event beyond the control of supplier/contractor and not involving the suppliers/contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which UCIL may deem fit to consider so. The decision about force majeure shall rest with UCIL which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order.

If there is delay in performance or other failures by the supplier/contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures

If a Force Majeure situation arises, the supplier/contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, UCIL may at its option terminate the contract without any financial repercussion on either side.

26) **DISPUTES / ARBITRATION:**

Notwithstanding anything contained in this Contract, all question, disputes or differences whatsoever which is not amicably settled as mentioned in Dispute Resolution clause, between the parties to the Contract, arising out of or relating to the work as per provisions of the Contract or matters related thereto whether during the period of the contract or its failure or after the completion of the contract, shall be decided by Arbitration under the provision of the Arbitration and Conciliation Act, 1996 as amended from time to time.

Parties shall endeavor to appoint an Arbitrator from a Panel of Arbitrators, the names of which shall be provided by both parties. In the event of failure of appointment of an arbitrator by the parties, the provisions contained in Section 11 of Arbitration & Conciliation Act, 1996 as amended from time shall apply.

- 27) **JURISDICTION:** The Civil Court of competent jurisdiction within the district shall have jurisdiction.

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- 28) **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

29) **ETHICS IN TENDERING & OTHER BUSINESS DEALINGS**

Dear Sir,

Uranium Corporation of India Ltd, a Government of India undertaking under the administrative control of Department of Atomic Energy is doing its business as per the rules and regulation of the Public Sector Undertaking and other statutory agencies. The business is done in an ethical, rational & impartial manner with good corporate governance.

In our endeavour to be more transparent in our dealings and to support our ideology all **Vendors, Customers and Business Partners** are requested not to provide any gift and / or inducement to any of our employees for securing / being granted favour in dealings with our Company. In assurance of your commitment to the aforesaid, it will be highly appreciated if you fill up, sign and abide by the attached undertakings.

Report of any gifts and / or inducements sought by any employee of the company should be immediately reported to any one of the following:

Chairman & Managing Director Uranium Corporation of India Ltd, PO Jaduguda, Distt- East Singhbhum Jharkhand- 832 102 Email:cmdsect@uraniumcorp.in	Chief Vigilance Officer Uranium Corporation of India Ltd PO Jaduguda, Distt- East Singhbhum Jharkhand- 832 102 Email: cvo@uraniumcorp.in
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We assure you that complaints if any made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we except your commitment to the undertaking and its violation will have consequences as per prevailing rule of the Company.

Thanking you,

For Uranium Corporation of India Ltd

Name -----

Designation -----

Date -----