

URANIUM CORPORATION OF INDIA LTD.

(A Government of India Enterprises)

Tummalapalle Uranium Project

(P.O.) M. C. Pale, Vemula (M), YSR District, Andhra Pradesh – 516 349

Annexure-2

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Item: Liquid Oxygen

Public Tender No. : TMPL /PUR/ 232/255

SPECIFIC TERMS & CONDITIONS FOR SUBMITTING THE OFFER

1) STYLE OF QUOTATION : TWO PART SINGLE STAGE SYSTEM

Bidders who are interested in supply are required to submit their offer in TWO PART (Part-I Consists of Techno Commercial and Pre-Qualification Details and Part-II Consists of only price) through our website i.e. www.uraniumcorp.in or www.tenderwizard.com/UCILEPROC subject to meeting pre qualification criteria and terms & condition of our NIT (as per Annexure -2). **Bidders who are not meeting the pre-qualification criteria and not confirming all NIT Terms & Condition in part-1, their offer will be rejected and their price part shall not be opened.** However, for submitting the offer through E-procurement please contact following persons of I.T.I

(i) Mr. Shareef, Executive (I.T.I.) MOB : 09441071882

(ii) Help desk number, (I.T.I.) 080-49352000.

Note:- Bidder should quote through E-procurement only. (www.tenderwizard.com/UCILEPROC). Please do not send the offer in Hard Copy.

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

It shall contain

- a) Detailed specification of your products offered, in case of multiple source, specification from each source to be submitted.
- b) Earnest Money Deposit.
- c) Commercial terms & conditions of sale
- d) All documents in support of your credentials (see clause PQC below).

3) PART-II, PRICE BID: This part shall contain "Rate" only. This should be strictly as per our enclosed format (Annexure-3).

4) MODE OF SUBMISSION OF TENDER

Both parts of the offer should be submitted online through www.tenderwizard.com/UCILEPROC

- 5) Bidder must submit all the required information and scan copy of all the required documents in support of PQC and other NIT terms and conditions along with part -1 of their offer.
- 6) Bidder should confirm that, they have quoted as per the specifications mentioned in our enquiry.
- 7) **QUANTITY: QUANTITY**: 1000 M.T. The tendered quantity is only approximate, order quantity may however vary and it is subject to following conditions:
 - a) Minimum offered quantity should be 200 MT; bidders offering less than 200 MT will be disqualified.

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- b) In case of multiple offers, order will be divided between L1, L2 & L3 bidders in the ratio 50:30:20 at the discretion of UCIL, if L2 & L3 bidders agree to match with L1 bidders landed rate. In case lowest bidder offered only for part quantity, which is less than 50% of tendered quantity, then order will be placed on L1 party for full offered quantity and balance quantity will be ordered on L2 & L3 parties after negotiation with matched L1 landed rates at the rate of 60:40 on remaining quantity.
- c) In case of only two qualified bidders are available, then order will be placed @ 60: 40 ratio, provided L2 agrees to match L1 bidders landed rate.
- d) If L2 & L3 bidders fails to match L1 bidders landed 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 bidders will also changed.
- e) Full tendered quantity will be ordered on L1 party if other bidders does not match L1 Bidder landed rate.
- f) In case of Single Bidder, than the entire quantity will be ordered on Single Bidder only.
- g) As entire tendered quantity may not be finalized on one party, offer should be valid for part quantity also. Tenderer must clearly indicate quantity offered and minimum acceptable order quantity.

8) **SPECIAL CONDITION :**

Offers of existing suppliers, who are supplying to UCIL against the recent purchase orders will not be considered in this tender.

9) **DELIVERY SCHEDULE:** Tentative weekly delivery schedule will be 15MT/day. However delivery schedule mentioned at the time of placement of order is final.

10) **PRICE:**

- a) Your price should be on landed cost basis i.e. inclusive of basic price, all statutory duties & taxes, freight including any applicable Taxes, unloading and other charges. Any change in the statutory duties & Taxes after tender submission date shall be to UCIL account.
- b) Break-up of the landed cost showing material cost, taxes & duties, transportation cost, freight, unloading should be furnished as per the price bid format (ref. Annex-3).

11) **PRICE TERMS:** Offers must be submitted on FOR DESTINATION basis for supply by road to our TUMALLAPALLE stores including loading & unloading. (TUMALLAPALLE is located about 15 Kms from PULIVENDULA, P.O. M. C. Palle, Vemula (M), Dr.Y.S.R.Reddy Dt - 516349, Andhra Pradesh and about 70km from Kadapa).

12) **FIRM PRICE:** The price should be firm till execution of entire order quantity or 12 months from date of PO whichever is earlier except for variation on account of diesel price as given below in price variation clause.

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13) TRANSPORTATION:

- a) Transportation including loading & unloading of liquid oxygen shall be in supplier's scope.
- b) Road tanker carrying liquid oxygen should be approved for the purpose and before entry at UCIL it should be complete with all safety and other necessary fittings as per CCOE and other statutory norms. It must carry TREM card and MSDS.
- c) Supplier shall ensure compliance of the requirements as per Motor Vehicle Act 1988.
- d) Any insurance coverage required to cover loss (or) damage of material shall be taken by tenderer at their cost.
- e) Unloading of liquid oxygen from road tanker to storage tank vessel must be made through pump, which will be in the scope of bidder.

14) PRICE VARIATION CLAUSE:

- a) PVC based on variation in price of diesel only will be payable as per the given formula:
$$\text{Variation / ton} = T \times 0.25 \times (P-Q)/Q$$

Where, T = Transportation Cost
P = New Diesel Price
Q = Base Diesel Price.
Base Diesel Price: Shall mean the diesel price at Pulivendula on the date of the offer.
- b) Separate bill for claim of PV is to be submitted, if applicable on monthly basis
- c) PVC will not be applied if the change in price of diesel is less than Re. 1.00 (Rupee one) per litre.
- d) Documentary evidence of HSD price has to be submitted.

15) PAYMENT TERMS: Within 30 days from the date of receipt of material at our Stores and acceptance thereof". No other payment term is acceptable.

16) VALIDITY: The offer should remain valid for 180 days from the date of opening of the tender

17) TEST REPORT & WEIGHMENT: manufacturers Quality Test certificate must be submitted with every consignment. However, material supplied by you shall be inspected after its receipt at our Tummalapalle store and our analysis report shall be treated as final and binding. (Payment shall be made only after inspection and analysis of material). Each consignment will be weighed at our weighbridge and our weightment will be final & binding. Bidder shall clearly give his acceptance/deviation if any.

18) WEIGHMENT TOLERANCE: In case of goods purchased on the basis of weight a maximum of 2% tolerance on account of weighting scale errors will be allowed.

19) TECHNICAL SPECIFICATION:

After vaporization liquid oxygen shall confirm to IS: 309 with 99%(min) purity

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20) EARNEST MONEY DEPOSIT:

The E.M.D amount shall be Rs. 1,15,000/- (Rupees One Lakh Fifteen Thousand only). EMD may be submitted in the form of Bank Guarantee / Demand Draft. In case of DD it should be payable at State Bank of India, Pulivendula (IFSC:0989) drawn in favour of Uranium Corporation of India Limited, through any Indian nationalized bank/ Scheduled commercial bank. Bidder should attach the scan copy of DD/BG along with their offer (part I). Subsequently Demand draft/BG shall be send through Courier/ Speed post to Purchase department in sealed envelope super scribing DEMAND DRAFT for EMD, Tender Ref.no. And due date and it should reach us before Opening of part I, failing which offer will be rejected. 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.

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.

21) 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/ 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 submit 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:

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- 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

22) BANK GUARANTEE (B.G) :

- a. Bank guarantees wherever stipulated should be as per our Proforma attached & should be issued by an Indian Nationalised bank/Scheduled commercial 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.

23) 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 25 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).
- c. Supporting documents related to MSME (SC/ST) organization to be submitted along with techno commercial bid.

24) All terms and conditions indicated in part – I is required to be accepted by the bidders in totality and indicate one line confirmation in part I i.e “All NIT terms & conditions indicated in Annexure II, have been agreed by us in totality “ failing which their offer will be rejected and price part (Pat II) shall not be opened.

25) Bidders who are not registered with UCIL for RTGS payment, they should provide bank details, scan copy of pan card and GST numbers & copy of cancelled cheque leaf along with pre qualification part.

26) PRE QUALIFICATION CRITERIA:

- a) Bidders should submit the purchase order/invoice copies as a proof of supply of 200 MT liquid oxygen, to any of their customers during current/ last ten (10) financial years.
- b) Bidder shall confirm that, they will be able to start supplies within 5 days from the date of receipt of purchase order.

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- c) Offers received without EMD and Tender Fee will be rejected, However Exemption of EMD and tender fee will be allowed to Organization registered with MSME/ SSI/NSIC subject to submission of scan of valid documentary evidence.

27) AGREED LIQUIDATED DAMAGES:

Supply should be affected as per stipulated delivery schedule. If there is shortfall in supply LD shall be levied @ ½% 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).

28) 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.

29) 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.

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

31) 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.

32) JURISDICTION: The courts within the local limits of whose jurisdiction the place from which the Purchase order is issued is situated only shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter arising out of this contract.

33) ARBITRATION:

All disputes or difference whatsoever arising between the parties out of or relating to the contract shall be settled through discussions between the Chairman & Managing Director of UCIL and the Authorized signatory of the contractor. In case an amicable settlement is not arrived at, the matter will be settled through Arbitration by appointment of sole Arbitrator as approved by CMD, UCIL. The provisions of The Arbitration & Conciliation Act, 1996, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such

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arbitration proceedings. The language of the arbitration proceedings shall be English and the place of arbitration proceedings shall be the concerned UCIL unit where the contract is executed.

- 34)** Other Terms & conditions as in “Instructions to Tenderers & General conditions of contract” (enclosed) shall also apply.
- 35)** Uranium Corporation Of India Limited has reserves the right to modify any of the terms and conditions stipulated herein.
- 36)** 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.