

**URANIUM CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISES)
PO. JADUGUDA MINES, SINGHBHUM (EAST), JHARKHAND-832102**

Ref: PUR/2/Sul.Acid/Trptn/1079

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SPECIFIC TERMS & CONDITIONS FOR SUBMITTING THE OFFER

1. SCOPE OF WORK :

To receive on our behalf and transport Sulphuric Acid (98% Concentration) from Ex-Works (Haldia, Paradeep, Kolkata, Kharagpur and other locations of Producers) to our plant site (Jaduguda & Turamdih) . Jaduguda is located at 25 KM away from TATANAGAR RAILWAY STATION & Turamdih is located at 08 KM away from TATANAGAR RAILWAY STATION.

2. Style of Quotation : TWO PART SYSTEM

The tender will be on two-part system. Part-I consisting of commercial part (**except Rate**) & Part-II consisting of Rate only. After evaluation of the commercial offers, the price part of the suitable parties will be opened.

3. Part-I: Techno Commercial Bid (Unpriced)

It shall contain

- i. Deviations, if any, from tender specifications.
- ii. Earnest Money Deposit.
- iii. Commercial terms & conditions of sale.
- iv. Blank (unpriced) price bid proforma (copy of your price part without price.)
- v. All documents in support of PQC (see below).

4. Part-II, Price Part: This part shall contain "Rate" only.

5. Mode of submission of tender

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

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. Quantity : 9,000 M.T tentatively.

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 does not match with L1 rate, UCIL reserves the right to place balance quantity also on L1 party.

8. Delivery Schedule : Tentatively 1500 MT per month in each plant. However delivery schedule written in the Job order will be applicable.

9. PRE-QUALIFICATION CRITERIA (PQC) :

- i) Details of similar* work to be carried out during current/last 4 financial years (i.e. 2016-17, 2017-18, 2018-19, 2019-20) along with copies of Job orders for transportation at least 2700 MT of any material in any of the firm.

*Similar means Acid or other hazardous Liquid.

- ii) The Average Annual financial turnover for the three financial years (i.e. 2017-18, 2018-19, 2019-20) shall be at least Rs. 56.70 Lakhs. The documentary evidence in support of the same shall be submitted.
- iii) List of tankers available with loading capacity, ownership and copies of registration book.

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10. **PRICE**: Price should be inclusive of freight, loading, unloading, transit insurance, other charges if any and GST. Price break up of all the above should be submitted as per price format (Annex.-2).
11. **TENURE OF CONTRACT**: Tentatively Six months from the date of order plus 120 days spill over period.
12. **PRICE VARIATION CLAUSE**:
- a) PVC based on variation in price of diesel only will be payable/recoverable of escalation 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.

- b) Separate bill for claim of PVC 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).
- d) Documentary evidence of HSD price has to be submitted.
13. **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.
14. **VALIDITY** : The offer should remain valid for 180 days from the date of opening of the tender.
15. **EARNEST MONEY DEPOSIT**: The E.M.D amount shall be Rs. 1,89,000/- (Rupees one lakh eighty nine thousand) only. EMD may be submitted in the form of Bank Guarantee / Demand Draft obtained from a scheduled / 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 / 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.

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16. Security Deposit:

Total amount of Security deposit shall be limited to 10% of the awarded value of work. Fifty percent of this amount shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.

- a) Acceptable mode of payment of Initial Security Deposit/ Earnest Money:
 - i) For deposit upto Rs. 5,000/- : Demand Draft payable at SBI, Jaduguda/Hartopa.
 - ii) For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the Tenderer should submit Bank Guarantee issued by Nationalized bank as mentioned in Para 15 (a) (iii).
 - iii) For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by Scheduled bank of jointly, severally bound with the Contractor to the purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond it's required validity.
 - iv) In addition to the above, further amount to the extent of the 5% of awarded value of the work will be deducted from the Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 10% of the running account bills till the full amount of security deposit is realized/retained by the Corporation.
- (b) All compensation or other sums of money payable by the Contractor under the terms of this contract or any other contract or any other account whatsoever may be deducted from or paid by sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the Contractor by the Corporation or any account whatsoever and in the event of his security deposit be reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.
- (c) **Refund of Security Deposit:**

Initial Security Deposit shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per condition 31 hereof etc.
- (d) On expiry of the Defects liability period (referred to in condition 33 hereof) or after payment of the Final bill payable whichever is later, the Engineer-in-charge shall on request from the Contractor refund to him the remaining portion of the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

17. BANK GUARANTEE (B.G)

- a) Bank guarantee should be as per our proforma & issued by a scheduled / 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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18. DISPATCH POINTS & TRANSIT TIME :

Sl.	Dispatch Point	Transit time from the date of Invoice/Challan.
1	Kharagpur	1-2 days.
2	Haldia	2-3 days.
3	Kolkata	2-3 days.
4	Paradeep.	3-4 days.

Transportation will be done based on Purchase order placed on Manufacturer / supplier of Sulphuric Acid of above places.

19. **LIQUIDATED DAMAGE (LD):** Timely delivery is the essence of this contract. The transporter shall try to deliver the material as early as possible. In case of failure/neglect to adhere to the transit time as indicated above and where reasons are attributed to the transporter. Liquidated damage (LD) shall be levied @ 0.5% per day on transportation cost of that consignment & maximum upto 5% of the transportation cost of the consignment.

If the supplier / manufacturer of Sulphuric Acid fails to supply the Acid as per schedule; liquidated damage will be applicable on them. However, if the transporter fails to place vehicle at manufacturer / supplier end as a result supplier / manufacturer cannot supply Sulphuric Acid as per schedule; in that case LD amount of material will be applicable to transporter.

20. **LOSSES CAUSED TO US:** All losses caused to us due to total non-delivery, short delivery or damage of goods shall be made good by you. Any damage of assets or any accident occurs at UCIL's premises by your vehicles shall also be made good by you. Any insurance coverage required to cover loss of material and damage to property and personnel shall be taken by you at your cost.

21. REJECTIONS:

- a) After loading acid at supplier / manufacturer end if test report of Acid given by supplier / manufacturer OK (i.e. 98% concentrate) of that Tanker but the material after testing at UCIL found below 97% concentrate and material rejected, in that case transportation cost may not be paid & rejected material will be returned back to the supplier by the transporter without any additional freight charges.
- b) Specification of Sulphuric Acid is 98% & below 98% upto 97% single prorata will be applicable. In case at manufacturer / suppliers end test report given 98% but at UCIL end it found 97%, in that case single prorata deduction will be applicable. Test report of our Lab. shall be treated as final & binding.

22. **WEIGHMENT:** Your competent representative shall supervise weighment at the supply point and have it correctly recorded. The consignment will be weighed at our end also and tallied. The supplier's challan weight OR weight recorded at our end WHICHEVER IS LESS subject to a tolerance of 2% will be the basis for material accounting. Total cost of the material shall be recovered in case of short delivery.

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23. **COMPLIANCE OF RULES & REGIULATIONS:** All transportation will be done by vehicles having valid road permit (if required) and other documents as prescribed in the MVI act and by other competent authorities. Any infringement of the rules and regulations framed in the MVI act and as prescribed by other authority, UCIL shall not be held liable in any manner whatsoever. Transporter will be responsible for carrying with the goods all documents required by various authorities for check-post formalities if any. Comply hazardous chemical rule 2000 during the time of transportation.
24. **Hazardous Chemical:** You shall comply with the updated "Hazardous Chemical Rule 2000" during the supply of the material.
25. **Responsibility & Liaisoning:**
- a) In case of damage to property and personnel within the premises of UCIL by your vehicles you will be held responsibility for compensation.
 - b) For damage to 3rd party property and personnel by your vehicle, it will be your responsibility to compensate the loses.
 - c) It shall be solely your responsibility to abide by the rules and regulations, such as, the Motor Vehicle Act, safety norms or any other regulations governing the transportation of Sulphuric Acid which may be applicable from time to time. Any loss caused to us due to your failure in this regard will have to be made good by you.
26. **Safety:** Party will abide the safety norms viz;
- a) Display of content on the tanker
 - b) Display of TREM (TRANSPORT EMERGENCY) Card (Road).
 - c) Wearing of shoes, apron & gloves by 'Khalasi' while unloading the tanker at UCIL site.
 - d) Maintain 'Hazardous Chemical Rule 2000' during the time of transportation.
 - e) Properly trained person should handle the acid unloading at site.
27. **BILLS:** Your bills should be submitted in triplicate along with the receipted copy of consignment notes and receipts/challans etc. payment shall be made within 30 days on presentation of bills by e-payment.
28. **Loading & Unloading :** Loading at dispatch points shall be arranged by the supplier at their plant and unloading at our stores at Jaduguda and Turamdih shall be arranged by U.C.I.L. However, every possible assistance/co-ordination is to be given by tenderer to unload the materials.
29. **MSME (SC/ST):** Supporting documents related to MSME (SC/ST) organization to be submitted along with techno commercial bid.
30. **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).

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31. **FOR INFORMATION OF ALL MSME VENDORS:** Uranium Corporation of India Ltd. has entered into an agreement with A.TREDS LTD (Invoicemart) for registration on TReDS platform as per Government directives. All MSME Vendors may also get registered with A.TREDS LTD (Invoicemart) platform to avail the benefits of the TReDS Platform. The authorized representatives of A.TREDS LTD to be contacted as under:
Mr. Rudra Prasad Nag (Relationship Manager – EAST) : 8232988780
32. **RISK PURCHASE** : In the event of transportation not being executed satisfactorily, we reserve the right to transport the material from alternative sources at your risk and cost.
33. **CANCELLATION OF ORDER** : It will be your endeavour to execute the order to our satisfaction. In case of your failure to do so, the order is liable to be cancelled.
34. **INSURANCE** : You will have to take insurance coverage at your cost for all risks and loss of material.
35. **TRANSIT LOSS:** Tenderer shall be totally responsible for safe delivery of the material and shall be entirely responsible for any loss, short delivery and/or non delivery of the material. In the event of loss, short or non-delivery, the value of the material shall be recovered from you.
36. **REPORTING TIME:** Normally it would be convenient if the trucks report early in the morning. Unloading cannot be effected on SUNDAYS AND NATIONAL HOLIDAYS.
37. **DETENTION CHARGES:** We do not agree for any detention charges at our end. Extreme cases however may be brought to our notice for remedial action.
38. **PREFERENCE** : Preference will be applicable as per Govt. guidelines in vogue. Parties claiming preference shall submit supporting documents along with their offer.
39. **Other terms & conditions as in “Instructions to Tenderer & General Conditions of Contract” (enclosed) shall also apply.**
40. **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.
