

URANIUM CORPORATION OF INDIA LTD.

(A Government of India Enterprises)

Tummalapalle Uranium Project

M. C. Palle (Post), Vemula (M), YSR(District) , Andhra Pradesh, India – 516 349

Enquiry no: TMPL/RC/Industrial Oxygen Cylinders/27, Date: 02/03/2019, Due Date: 26/03/2019

Sub: Rate contract for Industrial Oxygen Cylinder's

Annexure-1

SPECIFIC TERMS & CONDITIONS FOR SUBMITTING THE OFFER

- 1) Bidders who are interested in supply are required to submit their offer in TWO PART (Pre – Qualification & Technocommercial Cum Price part) 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 (i.e. Pre-qualification Part) their offer will be rejected and their price part shall not be opened. Offer submitted in single part will out rightly be rejected. 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: Bidders should quote through E-procurement only (website: www.uraniumcorp.in or www.tenderwizard.com/UCILEPROC). **Please do not send the offer in Hard copy.**

- 2) **Pre –Qualification Criteria:** (As per Annexure-2)
(Bidder must submit all the required information and scan copy of all the required documents in support of PQC and other NIT terms & conditions along with part-1 of their offer.
- 3) **TENDER FEE:** Parties who are interested to participate in the tender may do so by paying tender fee of Rs.300/- (non refundable) in the Form of DD drawn in favour of Uranium Corporation of India Limited, payable at State Bank of India, Pulivendula (IFSC:0989) , through any Indian nationalized bank. Documentary evidence regarding tender document fee i.e. scan copy of the same must be uploaded along with part I .Subsequently hard copy of DD should be send through courier / speed post to purchase department in sealed envelope super scribing “TENDER FEES” tender ref. no. & due date and it should reach us before opening of Part I without which the offer shall be rejected. Exemption of Tender Fee will be allowed to Organization registered with MSME/SSI/NSIC subject to submission of scan copy of valid documentary evidence.
- 4) **EARNEST MONEY DEPOSIT:**

The E.M.D amount shall be Rs. 10,000/- (Rupees Ten 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.

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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.
- 5) All terms & conditions indicated in Part II is required to be accepted by the bidders in totality in Part I (Pre qualification Part) and indicate one line confirmation in Part I i.e. **“All NIT terms & conditions indicated in Techno-commercial cum Price part (as per Annexure 2) have been agreed by us in totality”** failing which their offer will be rejected and price part shall not be opened.
- 6) Bidder should confirm that they have quoted as per the specifications, makes mentioned in our enquiry. In case of multiple makes, bidders should specify the make which they offered.
- 7) Bidders who are not registered with UCIL for RTGS payment .They should provide Bank details, Scan copy of Pan Card and GSTIN number (if applicable) & copy of cancelled cheque leaf along with Pre qualification Part.

Above required information shall be furnished in Part I (Pre -Qualification Part)

[C.Mathivanan]

[Chief Controller of Purchase]

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Annexure-2

Part II (Technocommercial cum Price Part) NIT TERMS & CONDITIONS

- 1) Following terms & conditions is required to be accepted by the participated bidders in totality and also mentioned one line confirmation in Part I (Pre qualification Part) that **“Specification and All NIT terms & conditions indicated in Techno-commercial cum Price part (as per Annexure 2) have been agreed by us in totality”** failing which their offer will be rejected and price part shall not be opened.
- 2) **Basis of Evaluation:** Offer submitted by the bidder shall be in two parts. Evaluation of L1 (Lowest) bidder shall be done based on their lowest landed quoted rate subject to qualify in Part I i.e. Pre Qualification Part. Bidder should quote their rate both figures as well as in words. In case of any discrepancy in figure and words rate, then rate written in words will be final.
- 3) Bidders whose name exists in our **dormant list (Adverse Remarks Register)** their offer will not be considered.
- 4) **Scope of Work:** Supply of Industrial Oxygen Cylinders through Annual Rate Contract s per the item list mentioned at Annexure-3.
- 5) **Period of Contract:** The Rate contract should initially be valid for a period of Two years from the date of rate contract. A period of 90 days (spill over period) shall be allowed on expiry of the contract at the same rates, terms and conditions as per contract. The contract thereafter may be further extended on mutual consent. Supply request issued during the spill over period will also be required to be executed on the same terms
- 6) **PRICE:**
 - a).Your price should be on landed cost basis i.e. inclusive of basic price, freight, Taxes and Duties, and other charges as per Annexure-3.Any change in the Taxes & duties after tender submission date shall be to UCIL account.
 - b) Price has to be quoted in INR only.
- 7) **Validity:** Offer validity should be 90 days from the due date of tender.
- 8) **Payment term:** 100% payment along with all taxes & duties will be paid within 30 days from the date of receipt & acceptance of material at our stores.
- 9) **Quantity:** Quantity or stores indicated herein is approximate only and purchaser is not bound to order of full quantity and your offer should be valid for part quantity also.
- 10) **DELIVERY SCHEDULE:** Goods shall be supplied within 24 Months period from the date of “supply requests” on as and when required basis
- 11) **Ceiling Value:** Ceiling value of this contract is Rs. 9,50,000/- (Rupees Nine Lakh Fifty Thousand Only) plus applicable taxes
- 12) Offers must be submitted positively within the due date. Tenders will not be accepted after 2.30 P.M on the due date of submission of offers.
- 13) **PRICE TERMS:** Offers must be submitted on FOR DESTINATION basis for supply by road including freight to our TUMALLAPALLE stores. (TUMALLAPALLE is located about 15 Kms from

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PULIVENDULA, NEAR AMD CAMP, P.O. MABBUCHINTALAPALLE, VEMULA (M), YSR (KADAPA) DIST - 516349, ANDHRA PRADESH).

- 14) **FIRM PRICE:** The price should be firm till execution of entire order. Price variation is not acceptable.
- 15) Bidder should submit their GSTIN number along with their offer as well as indicate HSN code and SAC code for their quoted materials and services respectively as the case may be.
- 16) **Pre-Qualification Criteria:** a) Bidders should submit Purchase order copies/ invoice copies as a proof of being supplied similar items like Industrial Oxygen Cylinders to any of the reputed companies during current/ last 3 financial years, failing which offer shall be rejected.

b) Offers received without **EMD** and **Tender fee** will not be considered. However MSME/Small scale industries are exempted from submission of **Tender fee** and **EMD** against submission of current valid registration certificate issued by state (or) central government. Pertains to the class of items/ works/ stores for which the tender is floated.
- 17) **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:

- 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

18) **BANK GUARANTEE (B.G) :**

- a. Bank guarantees wherever stipulated should be as per our Proforma attached & should 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

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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.

19) **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).
- c) Supporting documents related to MSME (SC/ST) organization to be submitted along with techno commercial bid.

20) **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 of delay subject to a maximum of 5%.

21) **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.

22) **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.

23) **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.

24) **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

25) **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

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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 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.

- 26) Other Terms & conditions as in “Instructions to Tenderers & General conditions of contract” (enclosed) shall also apply.
- 27) 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.
- 28) In the event of supply please provide the GST registration details along with invoice and raise the invoice as per the provision of GST Act. Information required under GST are furnished below :-

URANIUM CORPORATION OF INDIA LIMITED

P.O: M. C. Palle, Mandal: Vemula

District: YSR Kadapa District

Andhra Pradesh – 516349

Provisional ID: 37AAACU2207N1Z9

PAN: AAACU2207N

[C.Mathivanan]

[Chief Controller of Purchase]