

# URANIUM CORPORATION OF INDIA LIMITED

P.O: JADUGUDA MINES, JHARKHAND – 832102

EMAIL ID: jadpur3@uraniumcorp.in

Annexure-2

REF. : PUR/3/37/101291/1243

ITEM : Furnace Oil

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## **SPECIFIC TERMS & CONDITIONS FOR SUBMITTING THE OFFER**

### **1) 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.

### **2) Part-I, TECHNO COMMERCIAL BID (UNPRICED)**

It shall contain

- a) All Commercial terms & conditions of sale.
- b) Scan copy of all documents in support of PQC (see clause "PQC" – below).
- c) Tender acceptance letter (Acceptance of all terms & conditions of tender in totally)

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

### **4) MODE OF SUBMISSION OF TENDER**

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

### **5) 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.**

### **6) PRE-QUALIFICATION CRITERIA (PQC):**

- a) Bidder should be oil producer (i.e. M/s IOCL, M/s HPCL, M/s BPCL) only.
- b) Bidder shall confirm that they have offered the material as per the specification mentioned in the tender.

### **7) QUANTITY: As per annexure-1.**

### **8) DELIVERY SCHEDULE: As & when required basis within 365 days from the date of placement of Purchase Order**

### **9) PRICE TERMS: Offers must be submitted on FOR DESTINATION basis for supply by road including unloading. TURAMDIH is located at about 7 KMs from JAMSHEDPUR.**

### **10) PAYMENT TERMS: 100% payment in advance.**

### **11) VALIDITY: Your offer should remain valid for 180 days from the date of opening of the tender. However Ruling price will be applicable on the basic price of furnace oil and transportation.**

### **12) SPLITTING OF TENDER QUANTITY: 70% of total tendered quantity will be ordered on L1 party & balance 30% will be ordered to L2 party subject to matching with L1 rate on landed cost basis. If L2 does not agree, in that circumstances L3 may be called for negotiation with the conditions that L3 should supply the quantity at L1 rate on landed cost basis. In case non of parties agree to match L1 rate, for balance 30% quantity also order will be awarded to L1 party.**

### **13) PHYSICAL & CHEMICAL PROPERTIES: Detail physical and chemical properties of the offered product shall be submitted along with the offer.**

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- 14) COMPLIANCE OF PETROLEUM RULE-2002:** Material to be delivered in compliance with petroleum rule – 2002
- 15) QUALITY:** You must mention in the challan the density and Temp of F.O. at the time to filling and the same will be cross checked at Turamdih at the time of material receipt with necessary correction in the density for change in temperature found as per ASTM table-53B, generalized products (Density correction to 15°C).
- 16) SAFETY STOCK:** You will have to maintain a minimum stock of 75 MT Furnace Oil at UCIL, Turamdih as safety stock round the year. In any case if the stock of furnace oil falls below 50 MT UCIL will be at liberty to procure the material from alternate sources and terminate the order.
- 17) PILFERAGE:** The tankers must be supplied in properly locked and sealed condition to avoid anomaly. One key shall be deposited at Turamdih Stores; lock shall be opened after examining the physical condition of the seal at the time of receipt of material.
- 18) PRICE VARIATION CLAUSE:**
- a) PVC on material cost: Price variation will be applicable on the basic price of the Furnace Oil to the extent change is being made in the Govt. PSU's price viz. IOCL, HPCL, BPCL.
  - b) PVC on transportation cost: As applicable.
- 19) Payment against supply of furnace oil will be made on ruling L1 price in particular fortnight as per terms & conditions w.r.t. splitting of tender quantity clause**
- 20) INSPECTION:** Final inspection of the materials will be done at our Stores.
- 21)** It shall be solely your responsibility to abide by rules and regulation such as the Motor Vehicle Act, or any other regulations governing the transportation of goods, 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.
- 22) PILFERAGE CHECK:** The supply of furnace oil will be made in tankers designed with imported abloy locking arrangement ensuring 100% Q&Q.
- 23) 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.
- 24) PREFERENCE:** Preference will be applicable as per Govt. guidelines in vogue. Parties claiming preference shall submit supporting documents along with their offer.
- 25) 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.
- 26) QUANTITY:** The Corporation reserves the right to order less or more than the specified quantity at the offered rates.

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27) **WEIGHTMENT TOLERANCE:** Weightment tolerance of +/- 0.5% shall be permitted. In case the quantity received is within the tolerance limit, challan quantity shall be accepted as the receipted quantity.

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

29) **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. 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.

30) **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.

31) **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, except when Global tender enquiry has been issued. In global tender enquiry's Non-local suppliers shall also be eligible to bid along with class-I local suppliers and Class –II local suppliers in procurement of all goods, services or works not covered under above clause (1).

Purchase preference in the procurements of goods or works, which are covered under clause (2) above 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.

Purchase preference in the procurements of goods or works, which are covered under clause (2) above and which are Non - divisible in nature.

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

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.

Definitions, margin of preference and all other terms as per Ministry of Commerce and Industry, Department of promotion of Industry and Internal

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trade (Public procurement section) office order No. P-45021/2/2017-PP (BE-II) dated 16/09/2020.

Note: False declarations regarding Class I/Class II status will be considered as breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

**32)** Preference under make in India shall be given to class I Local supplier as defined in public procurement (preference to make in India) order 2017 as amended from time to time and its subsequent orders/notifications issued by concerned nodal ministry for specified goods/products. The minimum local content to qualify as a class I local supplier should be min. 50%.. If the bidder wants to avail the purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of location at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.

**33)** In case of the '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', as the case may be.

**34) 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

**35) Dispute resolution Mechanism and Jurisdiction:**

a) **Conciliation:** Notwithstanding anything contained in this contract, any disputes or differences whatsoever, which are to be settled amicably between the parties with their authorized representative, shall be resolved through conciliation.

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- b) **Mediation:** Any disputes or differences, which are not settled amicably through conciliation, then either of the parties, may approach for mediation to settle under mediation Act, 2023. The procedure is to be followed as prescribed in the Mediation Act, 2023 amended from time to time.
  - c) **AMRCD:** Any disputes or differences between the parties are not settled amicably with conciliation and/or Mediation, then such disputes or differences shall be resolved through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD). Any disputes or differences relating to interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts, inter-se and also between CPSE(s) and Government Department(s) / Organization(s) shall be taken by either party for its resolution through AMRCD.
  - d) **ARBITRATION:** Any disputes or differences where clause no. (c) is not applicable, the parties may go for arbitration as per the provisions of Arbitration & conciliation Act, 1996 provided the disputes is restricted to less than Rs. 10 cr. (Ten Crores). This amount is with reference to the value of the dispute and not the value of the contract which may be much higher. In all other cases, arbitration shall not be a method of dispute resolution arising out of this contract.
  - e) **Jurisdiction:** If the matter is not resolved through above means, the dispute shall be resolved in civil court of law at Jharkhand only

**36)** PUC Certificate of Pollution Controls, if applicable, should be submitted along with supply of material

**37) 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.

## **38) 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:

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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

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