

URANIUM CORPORATION OF INDIA LIMITED

P.O: JADUGUDA MINES, JHARKHAND – 832102

Annexure-2

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Ref : PUR/2/35/10016/633

Item : Common Salt

SPECIFIC TERMS & CONDITIONS FOR SUBMITTING THE OFFER

1) Style of Quotation : TWO PART SYSTEM

- a) 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.
- b) Quotations are to be submitted in 'DUPLICATE' and to be typewritten or printed on vendor's letterhead. Any correction or over writing should be authenticated.

2) Part-I, Techno Commercial Bid (Unpriced)

It shall contain

- a) Earnest Money Deposit.
- b) Commercial terms & conditions of sale.
- c) Blank (unpriced) price bid proforma (copy of your price part without price).
- d) All documents in support of your credentials (see clause "CREDENTIALS" - below).

3) Part-II, Price Bid : This part shall contain "Rate" only.

4) Mode of submission of tender

- a) Both parts of the offer should be sealed and superscribed with tender reference no., due date, Part No. i.e. Part-I for techno-commercial bid and Part-II for price bid and bidder's name & address.
- b) Personal delivery is recommended. Tenderers forwarding tender by mail shall do so at their own risk. Tender received after the due date & hour may not be entertained. All envelopes duly sealed should be addressed to the Dy. General Manager (Pur), Uranium Corporation of India Ltd., P.O. Jaduguda Mines, East Singhbhum, Jharkhand –832 102. Incomplete offers are likely to be rejected / ignored.
- c) Offer shall **NOT** be sent by E-mail or Fax.

5) QUANTITY: 6,000 MT. (3000 MT for Jaduguda Mill and 3000 MT for Turamdih Mill). Order quantity may however vary. Entire tendered quantity may not be finalised on one party and as such your offer should be valid for part quantity also. Tenderers must clearly indicate quantity offered.

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

6) DELIVERY SCHEDULE: 300 MT/month (@ 65-85 MT/week) each at JADUGUDA AND TURAMDIH.

7) MODE OF TRANSPORTATION: On Road only (due to low storage capacity at our end).

8) PRICE :

- i)
 - a) Your price should be on landed cost basis i.e. inclusive of basic price, all statutory duties & taxes, freight & unloading charges including service tax. Concessional rate of sales tax / VAT should be considered to quote your price.

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- b) Break-up of the landed cost showing each of the individual cost components as stated above should be furnished.

- ii) Separate price in peak season:

If bidder feels to submit separate price during the peak season, in that case they can submit separate rate along with break up (i.e. basic, transportation etc.), quantity and time period.

9) **BASIS OF PRICE EVALUATION:**

- a) Status of L1 will be decided on the basis of weighted average method.

[As per example:

Rate for normal period: 100 MT @ Rs. 3000/- per MT (Landed cost)

Rate for Peak season: 50 MT @ Rs. 4000/- per MT (Landed cost)

Then weighted average (Landed cost) will be

$$= \frac{(100 \times 3000/-) + (50 \times 4000/-)}{150} = 3333.33 \text{ per MT (landed)}$$

Order will be decided / placed on the above weighted average rate.

- b) In case peak season rate will not be indicated separately against your offer, in that case the rate as quoted will be considered for execution of entire order quantity awarded to you. Subsequent to placement of order price amendment for peak season rate will not be entertained. Only PVC as applicable will be considered.

- 10) **PRICE TERMS:** Offers must be submitted on FOR DESTINATION basis for supply by road including loading and unloading. (Jaduguda is located about 25 Km from Tatanagar Rly Stn. and Turamdih is located about 8 Kms from Tatanagar Rly Stn.).

- 11) **FIRM PRICE:** The price should be firm till execution of entire order quantity or one year from the date of purchase order whichever is later except PVC clause. No request for increasing the price during the tenure of the order (contract) will be entertained except the PVC clause mention below.

12) **PRICE VARIATION CLAUSE :**

A)

- a) PVC based on variation in price of diesel only will be payable 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.

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- 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.
- B) Price variation only on account of changes in the existing government duties & taxes and new imposition of duties / taxes will be considered.
- 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) **MATERIAL CHEMICAL ANALYSIS:**
- a) Sample will be drawn from each consignment at the time of unloading at site. Biweekly composite samples will be analysed in our laboratory, which will be final and binding for both the parties.
- 15) **VALIDITY:** The offer should remain valid for 180 days from the date of opening of the tender.
- 16) **EARNEST MONEY DEPOSIT:** E.M.D shall be submitted as per our “Instructions to tenderer and general conditions of contract” (Annexed). The E.M.D amount shall be Rs. 2,00,000/- (two lakhs only). EMD may be in the form of Bank Guarantee issued by an Indian Nationalised bank. Supplier registered with NSIC / SSI are exempted from submission of EMD.
- 17) **SECURITY DEPOSIT:** The successful bidder shall furnish a security deposit to the extent of 5% of the total value of the order, when the order is awarded. Such a deposit will be held by the Corporation until successful completion of the order/contract, and will bear no interest. It will be forfeited in the event of breach of contract. Security deposit may be in the form of a bank guarantee issued by/counter guaranteed by and Indian Nationalized bank in favour of URANIUM CORPORATION OF INDIA LTD.
- 18) **BANK GUARANTEE (B.G)**
- a) Bank guarantee should be as per our proforma & issued by an Indian Nationalized bank.
 - b) BG for EMD shall be valid till expiry of the offer. BG for Security Deposit 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.
- 19) **PRO-RATA PENALTY :**
- a) **For NaCl Content (on dry basis) :-**

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- i) **If the NaCl content is up to 96% - No deduction shall be applicable.**
 - ii) If the NaCl content is below 96% but up to 94% - Single pro-rata amount on the basis of landed value shall be deducted.
 - iii) If the NaCl content is below 94% but up to 92% :-
 - a) 60% of the landed cost shall be deducted, if the quantity of supply of above such material is within 10% of total monthly supply.
 - b) 75% of the landed cost shall be deducted, if the quantity of supply of above such material is more than 10% of total monthly supply.
 - iv) If the NaCl content is below 92% - 85% of the landed value shall be deducted.
 - v) **UCIL reserves the right to cancel the order if 30% of the supply quantity analyses less than 94% NaCl content. UCIL may accept some additional quantity of material analyzing less than 94% NaCl beyond the 30% limit, depending upon stock position.**
 - vi) 0.5 & above % of NaCl will be rounded off to next integer.
- b) **For Moisture content :-**
Additional moisture above 5.0% will be deducted from the weight of receipt to arrive at the actual weight of material for payment purpose.
- c) **Sampling Schedule :-**
- Composite samples will be made from all the individual consignments on bi-weekly basis for analysis.
 - Payment will be made for material received on bi-weekly quantity, based on the analysis of composite samples, after deduction as mentioned above.
 - Week will be bifurcated from Monday to Wednesday and Thursday to Saturday for bi-weekly sampling.
 - Pro-rata deduction will be made based on analysis of bi-weekly composite samples.
 - Analysis results of UCIL's laboratory shall be treated as final and binding.
- d) **Material Chemical analysis:**
Sample will be drawn from each consignment at the time of unloading at site. Biweekly composite samples will be analyzed in UCIL laboratory, which will be final and binding. The party can depute his representative at the time of unloading and sampling or else sampling done by UCIL at the time of unloading shall be treated as final and binding for both the parties.

20) PRE-QUALIFICATION CRITERIA (PQC) :

- a) Tenderer must indicate whether they are Manufacturer or authorized agent / traders having tie-up with manufacturer. In case of manufacturer, documentary proof in support of the same to be submitted.
- b) Traders having tie-up with manufacturer / authorized agent must submit current valid agency certificate of the manufacturer.
- c) Copies of purchase orders, invoice and completion certificate as proof of having supplied at least 1000 MT of Industrial Grade Common Salt to any esteemed

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organization in any of the previous three financial years 2011-12, 2012-13 & 2013-2014 must be submitted.

- d) Management if felt necessary, may ask for additional document in support of credential.

Credentials must be submitted along with the techno-commercial part, failing which the offer shall be rejected.

21) AGREED LIQUIDATED DAMAGE :

- i) ALD will be applicable on the basis of actual monthly supplied quantity.
- ii) Actual supply quantity in a month will be arrived after deducting the shortfall quantity of the previous month, if any, from the total supply made during that month and the actual supplied quantity will be considered for deciding the applicability of LD.
- iii) ALD @ 1% of the landed value of the shortfall quantity on monthly basis will be applicable for deduction of ALD.
- iv) For deciding the shortfall quantity in a month stipulated delivery schedule (300 MT/month at Jaduguda & 300 MT/month at Turamdih) will be considered.

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

24) RISK PURCHASE : On event of failure to supply material as per stipulated delivery schedule and make up the shortfall quantity consecutively for two months, the Corporation will have the right to procure material from any other alternative source at your risk and cost of the supplier to avoid stock out after giving 7 days notice.

25) Other Terms & conditions as in "Instructions to Tenderers & General conditions of contract" (enclosed) shall also apply.
