

URANIUM CORPORATION OF INDIA LIMITED

P.O:JADUGUDA MINES, JHARKHAND - 832102

Annexure-2

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REF.: Tender no.PUR/1/RC/Caplamp Spares/18-19

ITEM: Rate Contract for supply of Exide make Caplamp Spares

PART-1 (TECHNO-COMMERCIAL PART) **SPECIFIC TERMS & CONDITIONS**

1) STYLE OF QUOTATION : TWO PART SINGLE STAGE SYSTEM

The tender will be on two part system. Part-I consisting of techno- commercial part (except price) & Part-II consisting of price only as per enclosed format (Annexure-3). After evaluation of the Techno commercial offers, the price part of the **suitable** parties will be opened

2) Part-I, TECHNO COMMERCIAL PART:

- a) Scan copy of Tender Fees & Earnest Money Deposit.
- b) Scan copy of all documents in support of PQC (see clause PQC below)

3) Part-II, PRICE BID : This part shall contain "Price" as per enclosed format(Annexure-3)only.

4) MODE OF SUBMISSION OF TENDER:

Bidders who are interested in supply of Exide make Caplamp Spares are required to submit their offer in TWO PART (Techno commercial part and price part) through our website i.e. www.uraniumcorp.in (E-procurement.link) or www.tenderwizard.com / UCILEPROC subject to meeting pre qualification criteria and terms & condition of our tender. Offer must be submitted positively within the due date. Link regarding submission of offer shall not be available after 11.30 A.M. on the due date.

NOTE: The quotation should be in English language only. Bidder must submit all the required information and scan copy of all the required documents in support of PQC and other Tender Terms & conditions failing which their offer is liable to be rejected. Bidder should submit EMD,TENDER FEES in sealed envelope super scribing "EMD,TENDER FEES " tender ref.no. & due date .Same shall be sent to DGM(Purchase) purchase department and should be reached us on or before due date and time failing which the offer is liable to be rejected . Please do not send the offer in Hard copy.

5) PRE-QUALIFICATION CRITERIA (PQC):

- a) The bidder should be OEM or their authorized dealer of specified make/brand mentioned in the tender.
- b) In case of authorized dealer, a copy of valid authorization certificate from the principal must be submitted.

(Bidder should submit scan copy of documents in support of Pre qualification Criteria failing which their offer will be rejected and price bid will not be opened).

- 6) TENDER FEE:** Parties who are interested to participate in the tender may do so by depositing Rs.500/- as tender fee deposited in SBI (any branch) through SBI challan as per format available to UCIL website: www.uraniumcorp.in. Documentary evidence regarding tender document fee submitted through SBI, challan i.e. scan copy of the same must be uploaded along with Techno-commercial part. Subsequently hard copy of challan should be sent to DGM(Purchase),Purchase department and should be reached us on or before due date and time in sealed envelope super scribing "TENDER FEES" tender ref.no. & due date without which the offer shall be rejected. Exemption to tender fee will be allowed to company / units registered with MSME / NSIC / Director of Industries of State, Cottage Industries approved by the State

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Authority subject to submission of scan copy of valid documentary evidence pertains to the class of items/stores/works for which the tender is floated.

- 7) **EARNEST MONEY DEPOSIT:** Offers should be accompanied by an Earnest Money Deposit of Rs. 10,000/- (Rupees Ten thousand only) failing which the offer shall be rejected. EMD shall be by way of Demand Draft/Banker's cheque drawn on State Bank of India,Jaduguda Branch(code no.0227) drawn in favour of URANIUM CORPORATION OF INDIA LTD. E.M.D shall not bear any interest. EMD may also be submitted in the form of a Bank guarantee issued by an Indian Nationalised Bank/Scheduled commercial bank in favour of URANIUM CORPORATION OF INDIA LTD(as per our proforma enclosed).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.
- 8) **SCOPE OF TENDER:** Rate contract will cover supply of Exide make Caplamps spares as per annexure-1 enclosed throughout the year on as and when required basis. The items to be supplied shall be communicated by "supply request" once the rate contract will be finalized.
- 9) **BASIS OF EVALUATION** : There are 49 different items of Caplamp spares as per Annexure-1 enclosed for which Rate contract will be finalized on single party. Considering this in view, if more than one bidder will be L1(lowest) for entire 49 items, first opportunity will be given to those bidder who are L1 in majority of items for award of Rate contract subject to matching of L1 rate for other items quoted by lowest bidder. In case if they fail then similar opportunity will be given to next bidder on merit basis. Here merit will mean in how many items the bidder had quoted L1 rate i.e. the bidder who is L1 in more number of items, there merit will be higher. To be more clear in instant case for 49 items, if there will be 03 bidder who are L1 on items indicated under Annexure-1 then the bidder who will having higher merit will be first allowed to match rate of L1 items of other two bidders. In case of their failure the same exercise will be repeated with other two bidders based on next merit basis. In case of tie or none of the bidder agree to the above stipulated condition or any other inconclusive situation then UCIL's decision towards award of Rate contract will be final and binding upon participated bidder. However Earnest Money deposit submitted by the participated bidder will be forfeited if they have accepted all TENDER terms & conditions and fail to match L1 rate of other bidders as stipulated above after opening of price part even though their offer is still valid. **Moreover in case participated bidders comes under Micro and Small enterprises and their quoted price within price band of L1+15 per cent then they 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 per cent of total tendered value. In case of more than one such Micro and Small Enterprise ,the supply shall be shared proportionately.**

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- 10) **SUPPLY REQUEST:** The material will be supplied as per supply request of our direct demanding officer whose specimen signature and name will be indicated in the rate contract.
- 11) **PERIOD OF CONTRACT:** One year from the date of rate contract with a spill over period of three months. The contract may be further extended on mutual consent.
- 12) **VALIDITY:**
 - a) FOR PLACEMENT OF RATE CONTRACT: 120 days from due date of Tender.
 - (b) FOR EXECUTION OF RATE CONTRACT : The rate contract should initially be valid for a period of One year. A period of three months (spill over period) shall be allowed on expiry of the contract at the same rates, terms & conditions as per contract. The contracts thereafter may be further extended on mutual consent. "Supply Requests" issued during the spill over period will also be required to be executed on the same terms.
- 13) **PRICE:** Your quoted price shall remain firm till entire tenure of contract i.e. one year plus 3 months spill over period
- 14) **DEALERSHIP CERTIFICATE:** In case of dealer, Please submit scan copy of your current valid dealership certificate of principal i.e. M/S Exide Industries Ltd .
- 15) **TAXES & LEVIES:** All taxes & levies shall be claimed at actuals prevailing at the time of dispatch. Documentry proof shall be submitted.
- 16) **PRICE TERMS:** Offers must be submitted on FOR DESTINATION basis for supply by road at our JADUGUDA / NARWAPAHAR / TURAMDIIH stores.
- 17) **FREIGHT & INSURANCE:** To be borne by you.
- 18) **PAYMENT TERMS:** Our standard payment term is "Within 30 days from the date of receipt and acceptance of material at our stores".
- 19) **DELIVERY SCHEDULE:** As & when required basis within 20 days from the date of receipt of supply request.
- 20) **DESPATCH INSTRUCTION:** To be delivered at our JADUGUDA/NARWAPAHAR/TURAMDIIH stores through your own arrangement.
- 21) **INSPECTION:** Final inspection of the materials will be done at our Jaduguda/Narwapahar/Turamdih stores.
- 22) **SECURITY DEPOSIT:** The Successful bidder shall furnish a security deposit to the extent of 5% of the total value of the order within 30 days of receipt of contract/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 an Indian nationalised bank/Scheduled bank in favour of URANIUM CORPORATION OF INDIA LTD.(Proforma enclosed).Security deposit may also be submitted in the form of Demand Draft/Bankers Cheque drawn on State Bank of India, Jaduguda Branch (code No. 0227) drawn in favour of URANIUM CORPORATION OF INDIA LTD

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- a) Security deposit (SD) shall be uniformly levied @ 5% of contract value towards satisfactory completion of the order.
 - b) EMD may be adjusted towards SD. However, if EMD is submitted in the form of bank guarantee, fresh bank guarantee is to be submitted towards SD in the prescribed format to be attached with order.
 - c) Security deposit may be recovered while releasing the first payment to the party in case the same is not deposited by the supplier.
 - d) Supplier/Contractor is also permitted to furnish BG in favour of Uranium Corporation of India Ltd. in the prescribed format towards security deposit.
 - e) 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:

- i) 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.
- ii) If the contractor indulges at any time in any subletting / sub-contracting of any portion of the work without approval of UCIL.

23) **BANK GUARANTEE (B.G)**

- a) Bank guarantee should be as per our proforma & issued by a scheduled commercial bank / Indian Nationalized Bank.
- b) Bank guarantee shall be valid for period as under:
 - i) For Earnest Money deposit: Till expiry of the quotation.
 - ii) For Security deposit: 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.

24) **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 delay subject to a maximum of 5%.In case of delay beyond 10 weeks UCIL reserves the right to cancel the order and levy penalties.

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) **TENDER TERMS & CONDITIONS :** TO EVALUATE ALL PARTIES ON EQUAL PLATFORM, ALL THE TERMS & CONDITIONS OF THE TENDER HAVE TO BE ACCEPTED BY THE BIDDERS FAILING WHICH THEIR OFFER IS LIABLE TO BE REJECTED.

27) **REJECTION :** In case of any rejection of items supplied under this contract, the same should be replaced by you within 72 hours but not more than one week from the date of rejection or a credit note should be issued for the value of items rejected, for adjustment.

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- 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 CONTRACT**: 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) **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.
- 31) **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 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.
- 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) **PURCHASE PREFERENCE**: Preference will be applicable as per Govt. guidelines in vogue. Parties claiming preference shall submit supporting documents along with their offer.
- 34) **MSME(SC/ST)Entrepreneur**: Bidder registered with MSME and if entrepreneur belongs to SC/ST Category then they shall submit documentary evidence in support of this.

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- 35) In the event of supply please provide GST registration details along with invoice and raise the invoice as per provision of GST Act. Our information required under GST are furnished below:
URANIUM CORPORATION OF INDIA LIMITED
P.O.JADUGUDA MINES,
DISTT: EAST SINGHBHUM,
JHARKHAND-832102.
GST NUMBER : 20AAACU2207N1ZO
PAN : AAACU2207N
- 36) **UNDERTAKING**: Not to give any gift / inducement in connection with securing any favour in dealing with UCIL.
- 37) **OTHER TERMS & CONDITIONS** : In addition to the above terms, other terms & conditions as in the "Instructions to Tenderer and General Conditions of contract" enclosed shall also apply .
- 38) **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
- "Poor response" implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.
 - The additional documents should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.
 - The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT
-