

URANIUM CORPORATION OF INDIA LIMITED
P.O. JADUGUDA MINES, JHARKHAND, INDIA - 832102

Tender No. 3/PE170002/7
Item: Tyre size : 17.50R25 L5S

ANNEXURE-1
Page (1 of 4)

SPECIFIC TERMS & CONDITIONS

1. SCOPE OF TENDER

- a) Supply of OTR Tyre (To be used in the diesel/electric hydraulic equipment used for underground uranium mining) of following size :

Sl.No.	Description	Qty. (Nos.)
1.	OTR Tyre (tubeless all steel Radial) Size: 17.50 R 25 L5S star rating 2 star, along with O Ring (suitable for underground diesel equipment such as ST 3.5, ST 710)	12

- b). To be delivered to our site on duly unloaded and insured basis.

2. PRE QUALIFICATION CRITERIA :

The offer has to be only for OTR tyres of suitable construction for applicability to underground mine usage.

- a) For OTR tyre original Indian manufacturers or their authorized distributors/dealer/ Indian agent will furnish credentials of supply of similar type of tyres to underground mines/major tunneling projects in India.
- b) For foreign OEM offer should be from Authorised Indian distributor/Dealer/Indian agent having technical support for sales and service back up in India with proven sales and service of original manufacturers. Documentary proof of this criterion has to be submitted along with offer.
- c) In case of dealer/distributor/Indian agent current and valid dealership/distributorship/agency Certificate should be submitted in the offer along with the authorization of original/principal manufacturer (in original) otherwise your offer should not be considered.
- d) Offer to be submitted only in Indian Rupees INR currency.
- e) The tenderer should have proven record of supply of similar type of tyres tendered for at least any one year in the preceding five calendar years. Documentary proof of this criterion has to be submitted along with offer viz. copy of Purchase Orders executed along with invoices.
- f) The bidder must agree to the Guarantee/Warranty Clause no.15 of the tender and submit a confirmation so as to effect deduction of Penalty on Pro-rata-basis as per clause no. 16 of the tender.

3. STYLE OF QUOTATION (2 PART, SINGLE STAGE)

- a) Quotations are to be submitted in **DUPLICATE** and to be typewritten or printed on vendor's letterhead. Any correction or overwriting should be authenticated.
- b) The quotation should be in English language only
- c) The bids are to be submitted in 2 parts in single stage.

Part-I: Technical & commercial bid (unpriced bid) and Part-II: Price bid

After evaluation of the Techno-commercial offers, the price part of the suitable parties will be opened.

URANIUM CORPORATION OF INDIA LIMITED
P.O. JADUGUDA MINES, JHARKHAND, INDIA - 832102

Tender No. 3/PE170002/7
Item: Tyre size : 17.50R25 L5S

ANNEXURE-1
Page (2 of 4)

4. PART-1: TECHNO COMMERCIAL BID (UNPRICED)

It shall contain

- a) Technical details in all respect.
- b) Deviations, if any from tender specifications.
- c) Blank (un priced) price bid proforma.
- d) Commercial terms & conditions of sale.
- e) Performance report of customers reviews by Independent magazines and journals.
- f) List of customers with complete address (phone and fax no.), year of supply along with quantity supplied against the referred scope.

5. PART-II : PRICE PART

This part shall contain price only.

6. MODE OF SUBMISSION OF TECHNO-COMMERCIAL BID:

- a) Both parts of the offer should be sealed and superscribe with NIT reference no., part no. i.e., Part I for techno-commercial bid and Part II for price bid and bidder's name & address. Due date should only be mentioned on Part I, i.e. Techno Commercial Bid. Both the envelopes should be sealed in a third envelope superscribing the NIT reference no. due date (as above) and enclosure as Part I & Part II on its top.
- b) Personal delivery is recommended. Tenderers forwarding tender by Post/Registered Post/Speed Post/Courier shall do so at their own risk. Tender received after due date and hour may not be entertained.

All envelopes duly sealed should be addressed to the GM (Store & Purchase), Uranium Corporation of India Limited, P.O. Jaduguda Mines, East Singhbhum, Jharkhand-832102. Incomplete offers sent by E-mail / fax are likely to be rejected / ignored.

7. **Tender Document Fees** : Tender fee of Rs.500/- (non refundable) should be deposited in the form of SBI Challan. Challan form can be downloaded through our website www.ucil.gov.in. Alternatively, tender fees can also be submitted through online mode (SBI Collect), link available at our website www.ucil.gov.in. In such a case, the tender document fee and other documents as prescribed above should be furnished along with the bid document

8. **VALIDITY**: Your offer should be valid for 120 days from the due date.

9. **PRICE TERMS**: Price should be on FOR DESTINATION basis to our site at Narwapahar. on duly delivered and duly insured basis. Narwapahar is located at about 15 km from Jamshedpur

10. **PRICE**: Your quotation should be in INR only on free delivery (indicating freight, insurance etc.) to our stores and will clearly indicate basic price, excise duty (rate & amount), Education cess, Sales tax : VAT/Concessional CST(rate & amount) as per Price Format (Annexure 5)

11. **BASIS OF EVALUATION** : The total landed price including all elements will be considered for declaring L1, L2 price.

12. **DELIVERY PERIOD**: Ordered quantity will be supplied within one month from the date of receipt of purchase order.

13. **DESPATCH INSTRUCTION**: To be delivered at our Narwapahar Stores through your own arrangement.

URANIUM CORPORATION OF INDIA LIMITED
P.O. JADUGUDA MINES, JHARKHAND, INDIA - 832102

Tender No. 3/PE170002/7
Item: Tyre size : 17.50R25 L5S

ANNEXURE-1
Page (3 of 4)

14. FREIGHT & INSURANCE: To be borne by you.

15. PAYMENT TERMS: Within 30 days from the date of receipt & acceptance of material at our stores.

16. GUARANTEE / WARRANTY:

The bidder has to provide Guarantee/Warranty of Life of Tyres in terms of minimum running hours of the tyres. Minimum Guarantee/Warranty hours will be as per following table. This Guarantee/Warranty is against manufacturing defects excluding abnormal failures, such as operation/maintenance faults/conditions, such as presence of water, side cuts, piercing by material other than the mine ore/waste.

Sl.No.	Tyre size	Minimum Warranty (Running Hours of Operation)
		Narwapahar Mines
1	17.50 R 25 L5S	500

17. PRO RATA PENALTY: In case the life obtained of the tyres is lower than the Guaranteed life as claimed in clause no. 18, a Penalty amount will be deducted on pro-rata basis.
Pro-rata Penalty amount will be calculated on proportionate basis :

Life of the tyres will be monitored and reports of life of tyres will be jointly prepared and signed on monthly basis by both incharge of respective mines and suppliers representative. This report will be the base of penalty-deduction, if any.

18. AGREED LIQUIDATED DAMAGE: If successful tenderer fails to execute the rate contract with 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%. In case of delay beyond 10 week UCIL reserves the right to cancel the rate contract and levy penalties.

19. EARNEST MONEY DEPOSIT (EMD):

The value of the EMD shall be Indian Rupees Twenty five thousand and should be as per instructions to tenderer and general conditions of contract (annexure-2). EMD shall be in form of Demand Draft.

20. SECURITY DEPOSIT:

As per 'Instructions To Tenderer & General Conditions Of Contract' (annexure-2). The successful bidder shall furnish a security deposit for 5% of the total value of the order, within 30 days from the date of order.

Further, the bank guarantee shall be as per our proforma enclosed (annexure-3)

21. BANK GUARANTEES (BG):

- a) Bank guarantees wherever stipulated should be as per our proforma & issued by an Indian scheduled commercial bank.
- b) They shall be valid for periods as under.
 - i) For security bank guarantee: Till satisfactory completion of order.
 - ii) For Warranty: Till end of warranty period

URANIUM CORPORATION OF INDIA LIMITED
P.O. JADUGUDA MINES, JHARKHAND, INDIA - 832102

Tender No. 3/PE170002/7
Item: Tyre size : 17.50R25 L5S

ANNEXURE-1
Page (4 of 4)

- c) All bank guarantees shall provide for claim period of 6 months after the expiry date.
d) If the bank guarantees are furnished with validity periods less than an stipulated above or in the likelihood of the order not being executed within the stipulated delivery schedule, it will be your responsibility at 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.
22. **PERFORMANCE BANK GUARANTEE/DEFECT LIABILITY PERIOD:** The tyres shall be guaranteed for satisfactory performance as above for a minimum period of 12 months from the date of supply. In case of premature failure the amount will be deducted from party's running bill after intimation from DDO in line with Clause No. 19 above. This should be backed up by a bank guarantee for 10% of the contract value valid for defect liability period as per our proforma enclosed (Annexure-4).
23. **CANCELLATION OF CONTRACT:** It will be your endeavor to operate the rate contract to our satisfaction. In case of your failure to do so, the contract is liable to be terminated.
24. **DISPUTES:** Disputes, if any shall be settled amicably. If this is not possible, the same shall be referred to the Chairman & Managing Director, Uranium Corporation of India Limited, P.O. Jaduguda Mines – 832102, Dist – Singhbhum (East), Jharkhand, whose decision in the matter shall be final & binding.
24. **JURISDICTION:** This agreement order shall be deemed to have been executed at Jaduguda, Dist. Singhbhum (East), Jharkhand and it is subject its jurisdiction of Court of law in Ghatsila only, irrespective of anything to the contrary that may be mentioned in the tender / quotation.
25. **FORCE MAJEURE:** In the event of strikes/ lockouts, closure of works (whole or partial) breakdown of machinery, act of god or any other cause beyond our control, preventing or hindering the normal operation, we shall be at liberty to cancel this order at any time before receipt of the goods without being liable to the supplier for damages or other claims.
26. **PURCHASE/PRICE PREFERENCE:** Government of India guideline in vogue will be applicable..
27. **COMPLIANCE OF COMMERCIAL TERMS:** To avoid delay in processing and bring all bidders on equal platform it is required to please confirm acceptance of all the commercial terms & conditions above in totality.
28. **OTHER TERMS & CONDITIONS:** In addition to the above terms, other terms & conditions as in the 'Instruction to Tenderers and General Conditions of Contract' enclosed (annexure-3) shall also apply.

Subodh
24/01/17