

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

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Public Tender No.: COSP / 24.2 / 3
Item : Magnetite Concentrate

SPECIFIC TERMS & CONDITIONS FOR SALE OF MAGNETITE

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)

3) Part-II, Price Bid : This part shall contain "Price" 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 (P&S), 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:

- a) 12,000 to 15,000 MT
- b) Period of liftment : 1 (One) year.
- c) Offer of part quantity will also be acceptable. However, the offered quantity should not be less than 3000 MT. In case full quantity is not offered by a H1 party then H2 party shall be considered after negotiation.
- d) Although full quantity has been tendered by UCIL, however depending upon the various parameters internal and external the quantity awarded against the tender may vary as per UCIL's discretion and party will have to agree to it.

6) Price : To be quoted in the price format as per Annexure -3

7) Validity : 120 days from the date of tender opening date.

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8) Price terms:

- a) Ex-our works at Jaduguda without packing and in moist condition.
- b) Loading, road transportation and insurance is to be arranged by you at your own cost.
- c) Price will remain firm for entire tenure of the contract.

9) Delivery Order: Delivery orders to successful bidder will be issued on fortnightly basis subject to company's production constraints.

Quantity allocated against D.O. shall be lifted equally spread on weekly basis within the allocated fortnight.

Minimum 50% of D.O. quantity must be lifted within the allocated fortnight failing which the party will lose claim of both material & cost of the shortfall quantity.

Allocated material above 50% of D.O. quantity not lifted within the allocated fortnight must be lifted completely within the subsequent fortnight, failing which the party will lose claim of both material and deposited cost of the left over quantity.

Management reserves the right to dispose of the forfeited quantity against D.Os to alternate source at its discretion without offering any compensation to forfeited party.

10) Payment terms:

- (a) Advance payment for 15 days will be forwarded within a week from the issuance of Sale Order enabling UCIL to release Delivery Order
- (b) Next advance payment for 15 days liftment quantity should be deposited within 18 days from the date of issuance of Sale Order and for subsequent supplies this trend will be required to be followed. In case advance payment is not received within 25 days from the date of issuance of Sale Order, the contract may be terminated and the Bank Guarantee furnished by the party can also be revoked.
- (c) Payments are to be made by demand draft drawn in favour of UCIL and payable at State Bank of India, Jaduguda branch (Code No.227) or through RTGS.

No other payment terms are acceptable.

11) Inspection: If desired, should be carried out by your representative at our works prior to despatch. UCIL's CR&D report of magnetite concentrate will be final. Goods once dispatched should not be rejected.

12) Penalty:- Supply will be in good faith and all efforts will be made to adhere to the terms and conditions agreed upon. However, we cannot accept any condition of penalty such as liquidated damages, risk purchase, etc.

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13) Weighment:

- a) Since the material is delivered to your authorised representative / transporter, weight as recorded at our weighbridge will be final for the purpose of billing. No deduction shall be effected on account of shortage as per weighment at your end. The responsibility for such shortages will lie entirely with the transporter. Weighment card or a copy thereof cannot be furnished. Way Bill / Road Permit will be arranged by the purchaser.
- b) For the purpose of billing net wet weight as recorded at our end will be reduced by a flat rate of 10%. for moisture.

14) Insurance: To be covered by the purchaser at his own cost if desired. We will not be able to give despatch intimation.

15) VAT, CST & E.D : Extra as applicable.

You will furnish TIN No., concessional CST Registration, Excise Code etc. as applicable for the transaction.

16) Preference : Preference will be applicable as per Govt. guidelines in vogue.

17) Statutory levies:

- a) All statutory taxes, duties, octroi etc. shall be ruling at the time of supply. Any other new levy / duty / tax imposed will be borne by you.
- b) Sales Tax declaration form should be issued along with order, otherwise, in the event of delay in receipt of the same, full sales tax will be charged.

18) Credential :-

Party must submit Company's name, Full address & contact details, Company Registration details, Partnership details, SSI, NSIC & SC/ST Enterprise details, location of units, bankers details, copy of latest certified copy of income tax clearance certificate, PAN details, copy of central/state sales tax registration certificate, audited balance sheet of last two years (2010-11 & 2011-12) and other particulars to establish their status viz. traders / users. Bidder will submit copy of the bulk Sale Orders received during the last 2 years for magnetite concentrate.

19) Disputes: Both parties agreeing disputes arising out of this order may be settled by arbitration in accordance with the Indian Arbitration & Conciliation Act, 1996 by a sole arbitrator who shall be appointed by the Chairman & Managing Director of the Corporation.

20) E.M.D : An amount of Rs. 10,00,000/- (Ten lakhs only) to be deposited along with quotation by way of a demand draft payable at State Bank of India, Jaduguda Branch (Code No. 0227) drawn in favour of URANIUM CORPORATION OF INDIA LTD. EMD may be by way of a bank guarantee issued by a national bank. E.M.D. shall be converted into security deposit in the case of successful tenderer. E.M.D. shall not bear any interest.

21) Security Deposit: Bank Guarantee equivalent to 2 months advance payment should be submitted within 10 days of issuance of Sale Order valid for one year.

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- 22) Force majeure:** In the case of strikes / lockouts, closures 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 suspend supplies or short-close your order without being liable for any damages or claims.
- 23) Jurisdiction:** This agreement / order shall be deemed to have been executed at Jaduguda. District-East Singhbhum, Jharkhand and it is subject to the jurisdiction of Court of Law in Ghatsila only irrespective of anything to the contrary that may be mentioned in the tender / quotation of the supplier.
- 24) Other Terms & Conditions** as in "Instructions to Tenderers & General conditions of contract" (enclosed) shall also apply.

For Uranium Corporation of India Ltd.

Encl: as above.

(T.N. SINHA)
Dy.General Manager (PURCHASE)