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## **INSTRUCTIONS TO TENDER AND GENERAL CONDITIONS OF CONTRACT**

**Tenderers are required to give their sealed Tender in duplicate.**

**No Tender shall be considered if:**

- a) Tenders are received after the specified date and time.
- b) The quotations are not legible and contain overwriting.
- c) Prices are tendered telegraphically on the due date and not confirmed subsequently.
- d) All the pages of offer are not signed by competent and authorised persons. Any person given a tender shall furnish documentary evidence that his signature on the tender, submitted by him is legally binding upon himself, his firm or company as the case may be.

**Prices:** The prices quoted must be net per unit quantity Sales tax/Excise duty, packing and delivery charge if applicable should be shown separately. Wherever necessary the prices may be shown separately if the material or part is imported.

Prices shall be given as under:

- a) F.O.R. destination (Jaduguda / Narwapahar / Turamdih) by road.
- b) If the item is imported, break up shall be furnished indicating:
  - i) F.O.B. port of shipment in foreign currency.
  - ii) Insurance & freight up to Calcutta Port.
  - iii) Foreign Exchange rate.
  - iv) Customs tariff heading and custom's duty.
  - v) Clearance & charges for delivery at Jaduguda.

**Acceptance of Tender:** The final acceptance of the tender rests with UCIL, who reserves to itself the right to reject any or all tenders without assigning any reason. It does not bind itself to accept the lowest or the whole of a tender. Order may be placed on more than one tenderer.

**Validity:** The prices should remain firm for acceptance for 180 days from the date of opening of the tender.

**Responsibility of Completeness:** Goods quoted for must be complete in all respect. Any fittings or accessories which may not be specifically mentioned in the specification but which are usual or necessary are to be provided by the Tenderer without extra charges.

**Quantity:** The Corporation reserves the right to order less or more than the specified quantity at the offered rates.

**Insurance:** Transit insurance should cover all risks upto the destination. Insurance will be arranged by the Corporation or the supplier depending on the basis of the contract.

**Earnest Money: Offers** should be accompanied by an earnest money deposit, without which, the offer is liable to be rejected.

The amount of the EMD shall be as stipulated under "SPECIFIC TERMS & CONDITIONS FOR SUBMITTING OFFER"

E.M.D. shall be in the form of a demand draft drawn on State Bank of India, Jaduguda Branch (code No. 0227) or Jamshedpur Branch of any Indian Nationalised bank drawn in favour of URANIUM CORPORATION OF INDIA LTD. If the EMD amount is more than Rs. 1,00,000.00 EMD may be by way of a bank guarantee issued by any Indian Nationalised Bank. E.M.D. shall not bear any interest.

**Security Deposit:** The successful bidder shall furnish a security deposit to the extent of 5% of the total value of the order, before 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 an Indian scheduled commercial bank in favour of URANIUM CORPORATION OF INDIA LTD.

**Inspection:** UCIL reserves the right of stage and/or pre-despatch inspection for which due notice shall be given by the supplier. However, final inspection shall be done on receipt of goods at destination.

**Capability:** List of customers of repute with Photostat copies of order may be submitted along with your offer.

**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.

**Failure and Termination of Contract:** When once the tender is opened, the tenderer is bound to abide by the rate, delivery and other terms & condition quoted by him. For any default in this connection or withdrawal of the quotation, the earnest money deposit shall be forfeited. If the tenderer fails to deliver any stores in accordance with to the terms & conditions, as per specifications stipulated, replace any stores rejected within such time as may be stipulated or breach of contract in any other way, the Corporation shall be entitled to anyone or more of the following:

- a) Cancel the contract, wholly or partly.
- b) Forfeit the earnest money and/or security deposit
- c) Impose penalty ranging from 3% to 10% of the contract value.
- d) To Procure from alternative sources and recover extra cost incurred by the Corporation.
- e) Removal of supplier's name from the approved list of suppliers.
- f) To receive from the tenderer as agreed liquidated damages a sum equal to half a percent of the value of the stores which the tenderer fails to deliver per each week or part thereof during which the delivery of such stores may be in arrears.
- g) Recovery of Liquidated damages.

In the event of action taken under clause (d) and (f) above, the tenderer shall be liable for any loss which the Corporation (UCIL) may sustain on that account but the tenderer shall not be entitled to any saving on such purchases made against default.

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The decision of the Corporation (UCIL) shall be final as regards the

- acceptability of stores supplied by the tenderer and the Corporation.
- shall not be required to give any reason in writing or otherwise at
- any time for the rejection of the Stores.

**Warranty Clause:** The tender shall declare that the goods/stores/articles sold to the Corporation, (UCIL) under contract shall be of the best quality, workmanship and shall be strictly in accordance with the specifications and duty parameters contained in the contract. The corporation reserves the right to call for a performance guarantee backed by a bank guarantee. Notwithstanding the fact that the Corporation (UCIL), or any person on its behalf, may have inspected and/or approved the said goods/stores/articles, if it be discovered not to conform to the description and quality aforesaid or deteriorated goods may be rejected. On such rejection all the provisions relating to 'Rejection of goods' shall apply. The tenderer shall, if so called upon, replace the good, or such portion there of as is rejected by the Corporation and compensate such damages as may arise by reason of the break of the condition here in contained. Nothing, here in contained shall prejudice any other right of the corporation (UCIL) in that behalf under a contract or otherwise.

**Payment terms:** Unless otherwise agreed to, payment will be made within 30 days of receipt and acceptance of goods.

**Force Majeure:** In the case of strikes/lockouts, closure of works (whole or partial) breakdown of machinery, act of God or any other cause beyond the control of the Corporation preventing or hindering the normal operation, the Corporation 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.

**Disputes:** Both parties agree in, disputes arising out of this order may be settled by arbitration, in accordance with the Indian arbitration Act, 1940 by a sole arbitrator who shall be appointed by the Chairman & Managing Director of this Corporation (UCIL).

**Jurisdiction:** This agreement/order shall be deemed to have been executed at Jaduguda, District Singhbhum (East), Jharkhand and it is subject to the jurisdiction of the court of Law in Ghatsila only irrespective of any thing to the contrary that may be mentioned in the offer of the tenderer.

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