

URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES

Annexure-2
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Public Tender No.: COSP / 24.2 / 2
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: 12,000 to 15,000 MT

Note: Offer of part quantity is also acceptable. In case full quantity is not offered by a H1 party then H2 party shall be considered after negotiation.

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

7) Validity : 120 days from the date of your offer for placement of Sale Order.

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.

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9) Payment terms: 100% value of material including duties and taxes is to be remitted in advance. We can, however, accept advance for smaller portions of the order quantity at a time, which should be replenished from time to time. All remittances are to be effected 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.

10) Delivery schedule: In phased manner subject to production constraints. Material is to be lifted in equal monthly installment spread over one year from issue of Delivery Order.

11) 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. in the event of our being unable to adhere strictly to the agreed terms and conditions.

12) 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.

b) For the purpose of billing net wet weight as recorded at our end will be reduced by a flat rate of 10%.

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

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

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

15) Octroi: Extra, if applicable and shall be paid by purchaser.

16) Inspection: If desired, should be carried out by your representative at our works prior to despatch. Goods once dispatched should not be rejected.

17) Sale Preference : Sale preference, if any, to PSUs will be applicable as per Govt. guidelines in vogue.

18) Statutory levies:

a) All statutory levies shall be applicable at rates prevalent on the date of supply. Any change in these and 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.

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19) SPECIAL CONDITIONS FOR PRE-QUALIFICATION :-

Party must submit Company's name, Full address & contact details, Company Registration details, Partnership details, SSI & NSIC 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, if any.

20) Disputes: Both parties agreeing 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 the Corporation.

21) 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.

22) Security Deposit : As per "Instructions to tenderer & general conditions of contract" (annexed). Further, the bank guarantee shall be as per our proforma enclosed. It should be automatically extended for validity period in the event of delay in execution of the contract.

23) 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.

24) Jurisdiction: This offer is subject to the jurisdiction of Court of Law at GHATSILA, Dt. Singhbhum (East), Jharkhand ONLY.

25) 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.

(A. K. Sinha)
Dy.General Manager (P & S)