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## INSTRUCTIONS TO TENDERER 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 without counter signature.
- c) 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 per M.T. basis as per our Price Format.

Prices shall be Ex-works, 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 highest rate for the tender quantity.

**Validity:** The prices should remain firm for the whole tender quantity.

**Quantity:** The Corporation reserves the right to sale 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 buyer only if they desire.

**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 / Pay Order of any Indian Nationalized / scheduled bank drawn in favour of URANIUM CORPORATION OF INDIA LIMITED payable at either Jaduguda or Jamshedpur. If the EMD amount is more than Rs. 1,00,000/- (One Lakh only) 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 material, before the delivery 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 nationalized / scheduled commercial bank in favour of URANIUM CORPORATION OF INDIA LTD. EMD will be refunded while submitted Security Deposit Bank Guarantee. Bank Guarantee should have a claim period of six months.

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**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 lift the material 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) To receive from the tenderer as agreed liquidated damages a sum equal to half a percent of the value of the material which the tenderer fails to lift from UCIL site for each week or part thereof during the period of delay in lifting of material may be recovered subject to a maximum of 5% of the contract value.

In the event of action taken under clause (a) above, the tenderer shall be liable for any loss which the Corporation (UCIL) may sustain on that account.

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

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