

**Annexure-2**

**TERMS & CONDITIONS OF SALE FOR SALE OF SCRAP MATERIALS AGAINST TENDER**  
**NO. TMPL /STORE /13 /2014 /001**

**1.0 INSPECTION**

The materials offered for sale may be inspected with prior permission during working hours (excluding holidays). All the rates are to be quoted on unit/ weigh / number basis. The quantity indicated against the lots are purely indicative and without any guarantee and UCIL shall not entertain any complaint from the buyer for any deficiency in qty. / number etc. or for recovery of the whole or part of the purchased money or any loss of profit / interest /damages and otherwise.

**2.0 VALIDITY :**

2.1 The bidders must keep their offers valid for a period of 90 calendar days from the date of opening of the tender which may be extended for any further period of time as may be mutually agreed upon by UCIL and the bidder.

2.2 THE CONTRACT SHALL BE VALID FOR A PERIOD OF 180 days FROM THE DATE OF ISSUANCE OF ACCEPTANCE LETTER.

**3.0 MODUS OPERENDI :**

3.1. The quantity indicated in Annexure is the quantity that will be available in a period of six months. The successful bidder has to lift the accumulated scrap PP bags every month from 10<sup>th</sup> to 30<sup>th</sup> of the month. He has to deposit full material value with taxes etc. every month between 1<sup>st</sup> and 7<sup>th</sup> of the month for the monthly quantity.

**3.0 CAVEAT EMPTOR :**

3.1. The quantity, quality, measurement and condition of the materials indicated are all approximate. Participation and bidding by any one in this sale shall be treated as conclusive evidence of the fact that the party has inspected the materials offered for sale and satisfied himself in all respect regarding quantity, quality, measurement, weight and condition of materials, taxes and duties, local working condition and other extraneous factors and principle of Caveat Emptor (let the buyer beware) will apply.

3.2. It shall be implied and taken for granted that the party has carefully gone through and understood the terms and conditions of E Auction including the amendments if any, prevailing at the time of bid. No complaints or objections shall be entertained by UCIL after the bid is opened/accepted.

3.3. UCIL do not give any warrantee or guarantee for the quality, chemical composition of the lot.

**4.0 EARNEST MONEY DEPOSIT FOR AUCTION :**

4.1. Upon acceptance of the bid the buyer shall have to pay Earnest Money @ 10 % of quoted value for the half yearly quantity of accepted bids positively within 7 days of confirmation of bid by Demand Draft / Pay Order on any Nationalised / Scheduled

Bank in favour of M/s URANIUM CORPORATION OF INDIA LTD.,Tummalapalle.The EMD amount is to be deposited for the full year quantity.  
The EMD amount shall be adjusted with the material value of the final installment.

- 4.3. All offers shall remain valid for a period of 120 calendar days from the date of opening of tender which may be extended for any further period of time as may be mutually agreed upon.
- 4.4. UPON ISSUANCE OF ACCEPTANCE LETTER/SALE ORDER, FULL MATERIAL VALUE WITH TAXES ETC. FOR MONTHLY QUANTITY IS TO BE MADE.

**5.0. PAYMENT OF MATERIAL VALUE FOR EXISTING QUANTITY:**

- 5.1. Payment for monthly quantity along with Sales Tax/VAT, income tax as applicable at the time of lifting will be required to be made within 21( Twenty one ) days from date of acceptance letter. The Demand Draft must be deposited at our Accounts department.
- 5.2. In case, the last day of payment happens to be Closed Holiday UCIL or the Banking Institutions, the next working day will be taken as the day of payment without late payment charge.
- 5.3. In case of default in making payment within the time limits specified herein above, the due payments may be made together with additional charge at one per cent per week or part thereof on the material value, within a period of 14 Calendar days from the date of the expiry of the free-payment time. Thereafter the EMD amount shall automatically stand forfeited.

**6.0. SALES TAX :**

6.1 Sales Tax (VAT) @14.5% & other duties if any over the price quoted is to be deposited.

**6.2 INCOME TAX :**

Income Tax @ 1% on purchase price will be charged. Purchase price means base price + sales tax. Exemption will be given to manufacturers and processors on production of exemption certificate from the concerned assessing officer of the income tax department. Exemption is not available to retailers / traders.

**7.0. DELIVERY SCHEDULE :**

- 7.1 The successful bidder has to lift the scrap every month between 10<sup>th</sup> and 30<sup>th</sup> of the month failing which ground rent will be collected.
- 7.2. Ground Rent: @ 1 % per week or part there of beyond 30 Days will be levied and up to 2 weeks maximum, provided written request is received before the expiry of 30 days free lifting period, if no such request for extension is received, the sale order stands cancelled & security deposit forfeited on completion of 30 days of free lifting period.

**8.0. FORFEITURE OF EMD/SALE VALUE :**

- 8.1. In case the whole or any part of the goods sold remain uncleared, even after the authorized period stated in the delivery schedule, the purchaser shall have no claim

whatsoever on the goods remaining un cleared and the amount paid to UCIL including EMD shall stand forfeited at the expiry of the said period. UCIL shall have the right to dispose of such goods in any manner it likes. The purchaser will have no right whatsoever to any compensation.

- 8.2 In case of non-submission of balance material value, the EMD shall be forfeited without further notice and the defaulting bidder will be deregistered and deactivated and the registration fee shall be forfeited.

#### **9.0. DELIVERY OF THE MATERIALS :**

- 9.1 The buyer(s) shall place their vehicle for scrap lifting by 9 am to 10 am as per programme on working days and ensure that loaded vehicles are taken out from our scrap yard by 4pm positively. Vehicle with scrap materials loaded on it will not be allowed in the scrap yard for night stay. In case the last day of delivery happens to be a Closed Holiday for UCIL , the next working day will be taken as the date of lifting without any Ground Rent. Buyers must produce the delivery order issued by MSTC to UCIL at the time of taking delivery of the materials.
- 9.2. Purchasers are advised in their own interest to make appointment with UCIL Store before placement of vehicles for taking delivery of the materials purchased by them within the scheduled date of delivery. The purchaser at his own cost will make his own arrangement for removal, loading, transporting and he will not be entitled to claim any facility or assistance or cost on this account from UCIL .
- 9.3. Short Delivery of Material: In the event of sufficient quantity of material is not available for delivery, UCIL shall refund all the amount received from the bidders on ~Pro-rata basis~. No claim shall be entertained by UCIL for loss of profit, damage or interest.
- 9.4. The segregation of material is not allowed.
- 9.5. Weighment of empty and loaded trucks shall be done at UCIL weighbridge. Printed weighment slip will be final for a particular truck and the same will be binding on the buyer.
10. UCIL , as the Seller has the sole authority to accept or reject any offer without assigning any reason whatsoever.

#### **14.0 NOTE :**

- a. If the successful highest Bidder (Confirmed or Provisional/Subject to Approval) fails to pay the EMD/Security Deposit in time from the date of issue of Sale Intimation Letter , then he shall be DEBARRED for a minimum period of 6 (six) months from participating in all Auctions.