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TROMBAY  
MUMBAI- 400 085



GOVERNMENT OF INDIA  
BHABHA ATOMIC RESEARCH CENTRE  
URANIUM EXTRACTION DIVISION

Ref: UED/PI.37/19/10639

Date: 14/01/2019

**Sub.: Sale of By-product/waste (Aqueous hydrofluoric acid)**

**Tender No. : BARC/UED/YSL/18162**

**Due date: 18.02.2019**

Quotations are invited in sealed envelope for and on the behalf of The President of India acting through Head, UED for sale of **By-product/waste (Aqueous hydrofluoric acid)**. Please note that **quotations should be submitted on printed letter heads and must bear PAN No. / GST NO. etc. Quotations not complying with them are liable to be rejected.**

Quotations submitted will be governed by the general terms and conditions as detailed in annexure-A. If you are interested to quote for the purchase of stores as described in annexure of the tender form and agree to abide by the general terms and conditions of the contract, please submit your quotations in the attached forms i.e. Annexure – A, B, C& D dully filled and signed with stamp. Your quotation should reach to -

**Head, Uranium Extraction Division,  
Bhabha Atomic Research Centre,  
Trombay, Mumbai - 400085.**

only by **registered or speed post** in accordance with the instructions contained in section 3.3 of the general terms and conditions of the contract **on or before Due Date**. Quotations should reach in sealed envelope clearly mentioning the tender number and due date.

Yours Faithfully

Do/-  
Dr. Ladola Y. S. (SO/F)

Do/-  
Shri S. Chowdhury  
Head, MRS

Do/-  
Shri M. L. Sahu  
Head, UED

GOVERNMENT OF INDIA  
BHABHA ATOMIC RESEARCH CENTRE  
URANIUM EXTRACTION DIVISION

GENERAL INSTRUCTIONS OF CONTRACT APPLICABLE TO CONTRACTORS  
FOR SALE OF STORES BY THE URANIUM EXTRACTION DIVISION, BARC.  
(Under Government of India, Department of Atomic Energy)

1. Definitions and Interpretations in the Contract and Sale Tender Terms and Conditions governing it unless the context otherwise requires:

a) "**Contract**" means invitation to tender, instructions to Tenderers of tender. acceptance of Tender, particulars and the General Conditions of Contract specified in the acceptance of tender.

b) "**Head, Uranium Extraction Division** ", means Head of the Administrative Charge of the Uranium Extraction Division and includes any other officer authorized for the time being to execute the Contract relating to the Sale of stores on behalf of the seller.

c) "**Stores Officer**" means the officer signing the Contract and includes any Officer who has authority to execute the relevant contract on behalf of the seller.

d) "**Seller**" means the President of India, and includes his successors or assigns.

e) "**Stores**" means the goods specified in the contract and which the purchaser has agreed to purchase under the contract.

f) "**Purchaser**" means the individual, firm or company, with whom or with which the contract for the sale of stores is entered into and shall deemed to include his successors (approved by the seller) legal representatives, heirs, executors and administrators ..

2. All contracts for Sale of stores entered into shall be on behalf of the "Seller"

3. Filling of Tender Form:

3.1 All quotations must be on the prescribed form. (Annexure-"D") of this Sale Tender.

3.2 Tenderers must quote their rates for the quantity of the stores specified in the tender. The lowest denomination for quotations should be in rupee and not in fractions thereof In case there is difference in rates quoted in words and in figures, the rates quoted in words will be considered as valid.

3.3 Tender in sealed envelope superscribed **Tender No.: BARC/UED/YSL/18162**  
**Due date: 18/02/2019** for purchase of the stores is shown in Annexure "D"  
dispatched by Speed post or Registered Post addressed to the Head, Uranium Extraction  
Division, Bhabha Atomic Research Centre, Trombay, Mumbai – 400 085 to reach not later  
than Due date:

In case the above day be declared holiday for this centre, they shall remain open for acceptance till the next working day up to 2.30 p.m.

3.4 Your offer shall be valid for 120 days from the day of opening of the tender.

3.5. Unsigned tenders, rate not specified in figures and words, unauthenticated erasures, alterations or overwritten figures on the tenders may result in rejection of the quotation.

3.6. In case it is decided to award contract for any additional items after the initial contract, the validity period of the contract for such additional items will terminate concurrently with the contract for items initially entered into.

#### 4. Inspection of Stores:

4.1. The material for sale is offered on "As is where is basis" in "wet" or "dry" condition. The items (listed in Annexure "D") can be inspected at UED, Bhabha Atomic Research Centre, Trombay, Mumbai 400 085 between 1000 hours and 1500 hours on working days by prior appointment with Shri Ladola Y. S., Uranium Extraction Division, over telephone No. 25595692/6002/4858

4.2. No guarantee can be given that the arising would be exactly similar to the inspected materials. This tender form serves as an entry permit to the above premises.

4.3. The whole of the lot or lots shall be taken from the site of accumulation with all faults and errors in description or otherwise. Quantities, qualities, sizes, measurements, number and weights as stated in the sale tender are approximate and no warrantee or guarantee shall be implied. The stores are sold on the assumption that tenderers have inspected the lots and know what they are buying, whether they have inspected them or not and the principle of "CAVEAT EMPTOR" will apply. No complain will be entertained and no reliance must be placed on any description.

5. All the tenderers are required to submit along with the tender Income Tax Clearance Certificate failing which the tender is liable to be rejected.

#### 6. Duration of contract:

6.1. The contract shall be valid for a period of 03 months from the date specified in the letter of acceptance.

6.2. The stores shall be and remain in every respect at the risk of the Purchaser from the date of acceptance of is offer and the Government shall not be under liability for the safe custody or preservation thereof from that date till the date of final removal.

#### 7. Collection of Stores:

7. 1. The full quantity of stores accumulated and offered during the currency of the tender should be collected on "As is where is basis" until Clean Sweep. No sorting, segregation or rejection whatsoever shall be allowed once item is offered.

7.2. The collection of the stores should be effected by the particular person who has made the offer or his authorized representatives on production of the Demand Draft for having deposited-full amount to cover the value of the material.

7.3. The successful tenderers will have to bring their own containers, transport and labour to collect the stores.

7.4. The collection of stores will be allowed only on working days during the working hours observed by the Uranium Extraction Division.

7.5. Where the stores are sold in "lots" in the event of the lot or lots being found to be deficient in quantity, quality, size, measurement, number and weight as stated in the Sale Tender, the purchaser shall have no claim against the government for refund of the whole or any part of the purchase money or for loss or profit, interest, damage or otherwise.

7.6. Weight of the empty vehicles before its loading will have to be taken at the Weigh Bridge of the Directorate at Trombay or elsewhere at the discretion of authorized officer in case of items issued on weight basis.

7.7. The authorized officer reserves the right to remove, withdraw or utilize part or full of the stores offered for sale, depending on the exigencies of the requirement of the Government, without assigning any reason.

7.8. The successful tenderer shall arrange to remit the cost within ten days of receipt of intimation of accumulated quantity from time to time within the currency of contract and also arrange to remove the stores offered for sale on clean basis, subject to a maximum of 50% over and above the tendered quantity, from the site of accumulation, within a further period of ten days.

7.8 (a) Further where the cost of the material offered at a given time is above Rs.2,00,000/- (Rupees two lakhs) in value, the successful tenderers shall be allowed to deposit the amount (i) in one installment, upto Rs.2.00 lakhs, (ii) in two instalments up to Rupees 4 lakhs, (iii) in three instalments if up to Rupees 6.00 lakhs and (iv) any amount above Rs.6 lakhs, in maximum five installments within 10, 15,20 and 30 days respectively, from the date of receipt of the Sale Order.

7.9. Failure to make arrangements for removal of the arising from time to time as contained in Para 7.8 above or clearance of the scrap within the time limit stipulated even after payment will entail cancellation of the Contract.

8. Failure to pay price:

8.1. Successful tenderers should pay the full value of material offered to them from time to time, within the currency of the Contract and remove the materials within the time provided in the intimation of accumulation and collection.

8.2. If the successful tenderers do not pay, within the stipulated period, the full cost of stores offered to them and the items will be disposed off at their risk and cost.

## 9. Failure to take delivery after payment.

9.1. If after paying the full value of stores "the successful tender fails to take delivery within the stipulated period, he" will be allowed a maximum of ten days grace period to collect the stores, failing which" the stores will be disposed off without any further reference to him and any loss incurred will be recovered from payments already made.

This will be without prejudice to any action the Head, Uranium Extraction Division may take for ensuring the proper fulfillment of the contract.

## 10 Damage:

10.1 The purchaser shall make good efforts to prevent all damages which may be caused to any property of the Government or to any other person by any act or default of the purchaser, his agent or servants in connection with the removal of any of the stores, provided that the Govt. may at their option make good such damage and charge the purchaser with the expenses thereof

## 11. Corrupt practice:

11.1. Any bribe, commission, gifts or advantage given, promised or offered by or on behalf of the buyer or his partner, agent or servant or anyone of his or their behalf (whether with or without the knowledge of the buyer) to any officer, servant, representative or agent of the Government in relation to the obtaining of the execution of this or any other contract with the Government shall in addition to any criminal liability which he may incur, subject the buyer to the cancellation of this and all other contracts and also to payment to the Government of any loss resulting from any such cancellation.

## 12. Insolvency

12.1. The Government may at any time terminate the contract if the purchaser is adjudicated insolvent or enters into any agreement with creditors of a company being wound up voluntarily or otherwise unless it is for the purpose of construction and recovery from the purchaser any loss resulting there from.

## 13. Right of accepting/rejecting quotation

13.1. Head, UED reserves the right of accepting or rejecting any quotation for anyone or all of the stores of the tender in part or in full without assigning any reasons whatsoever nor is he bound to accept the highest offer.

## 14. Arbitration

14.1. All disputes and differences arising out of or in any way touching or concerning the Contract whatsoever (except as to any matters the decision of which is specially provided for by these conditions) shall be referred to the sole\_ arbitration of the Head, UED, BARC, Dept. of Atomic Energy, or to the sole arbitration of such other persons as is nominated by the said Head. It will be no objection that the Arbitrator is an officer of the UED or that he had to deal with the matter to which this agreement relates and that in the course of his duties he had

expressed view of all or any of the matters in dispute or differences. The award of the Head or the Arbitrator appointed by him shall be final and binding on the parties to this agreement.

14.2. It is a term of the Contract that in the event of the Head, UED, BARC, Dept. of Atomic Energy, to whom the matter originally referred being transferred or vacating his office for any other reasons, his successor in office shall be deemed to have been appointed as the sole Arbitrator in accordance with the terms of the Contract. He shall be entitled to proceed with reference from the state at which it was left by his predecessor and the provisions of the clause shall apply.

14.3. The arbitrator may, with the consent of the parties to the dispute enlarge time to publish the award.

14.4. To such arbitration proceedings, the provisions of Indian Arbitration Act, 1940 as amended from time to time, shall apply.

Date: 14/01/2019

Name	: -----Do----- : LADOLA Y. S.
Telephone No	:25595692/6002/4858
Address	: UED, BARC, South Site, Trombay

Please Note:

TENDERERS MAY RETAIN A ZEROX COPY OF THIS ANNEXURE "A" WITH THEM FOR THEIR. REFERENCE BEFORE AND AFTER THE OPENING OF THE TENDER

**ANNEXURE 'B'**

TO,  
HEAD,  
URANIUM EXTRACTION DIVISION,  
B.A.R.C.,  
MUMBAI 400 085

Dear Sir,

I/We submit this sealed item-rate-tender for disposal of stores items lying in UED. South Site, BARC.

I/We have thoroughly examined the terms and conditions given in the invitation to tender and its Annexure (A) and schedule and agree to abide by them. The rates at which I/We offer to buy the materials have been given in the Schedule (Annexure D).

I/We undertake that this offer shall not be retracted or withdrawn by me/us after the opening-of the tender.

1. My/Our rates for the various items of material & which I/We wish to purchase are as given in the list attached (Annexure ""D").

2. I am/we are willing to abide by the terms and conditions of the sale governing this letter.

3. I/WE AGREE TO COMPLETE THE COLLECTION OF THE ENTIRE MATERIALS FOR WHICH CONTRACT IS AWARDED TO ME/US WITHIN THE STIPULATED PERIOD FROM THE DATE OF RECEIPT OF THE CONTRACT BY ME/US.

4. I/We agree to abide by the Clause No. 14 of arbitration in case of disputes and differences arising out of or in any way touching or concerning the Contract whatsoever shall be referred to the sole Arbitration of the Head, UED, BARC, Dept. of Atomic Energy, or to the sole arbitration of such other persons as is nominated by the said Head.

Date:

(Signature of Tenderer)

Name:

Address:

***(Note: This letter should be shall be submitted on printed letter heads and must bear PAN No. / GST NO. etc. Quotations not complying with them are liable to be rejected.)***

## ANNEXURE 'C'

1. Name and address of the tendered  
and his telegraphic Address & telephone No.:

2. Composition of the tendered:

It should be stated whether the tendered is a registered partnership firm or a limited company, and name of all partners/Directors etc. given. The date of establishment should also be certified that there are no undisclosed partners. In case of limited companies the authorized and paid up capital should be stated.

3. Business in which the tendered is employed. The nature of all business in which tenderer or partner of the tenderer's firm are engaged should be stated together with particulars of where head office or branches, if any are located.

4. Experience of working:

Full particulars should be given is that tendered has purchased scrap materials of the Central Government and State Government or State of Private Companies. The period during which the work has been done should be clearly indicated.

5. Tenderers' Bank

The name of the bank or banks (and the branch/branches) with which the tenderer has dealing and who can certify to the tenderer's financial status should be given. The tenderer should arrange for a confidential report to be sent to us from at least one of their bankers directly to the Head, UED, BARC, so as to reach this before the date fixed for opening of the tenderers giving reference to this tender.

6. Location of depot and area thereof

7. Number of operatives employed.

(Signature of the tenderer)

Name:

Date:

Address:

Witness:

Address:

***(Note: This letter should be shall be submitted on printed letter heads and must bear PAN No. / GST NO. etc. Quotations not complying with them are liable to be rejected.)***



**ANNEXURE "D"**

Quotations for Sale of stores (Aqueous Hydro Fluoric Acid) vide public sale Tender no. **BARC/UED/YSL/18162** , **Due date:18/02/2019**

Description	Unit	Approx. Qty	Rate (in figures)
Aqueous Hydrofluoric Acid (40% - 45%) in HDPE containers (jerry cans) of assorted sizes. Total Quantity i.e. 6000 kg is to be lifted in one lot.	Kg	6000 kg ± 60 kg (1% of 6000 kg).	

Rate is inclusive of HDPE container (Jerry can) weight

Rate in words .....

Note:

**01. Interested-party has to produce the End - use certificate of the chemical which should be acceptable by BARC inspectors.**

02. Loading, transportation and safety measures are the responsibility of the purchaser.

03. Material to be collected from Uranium Extraction Division, south site, BARC, Trombay, Mumbai – 400 085.

04. Rates should be quoted for the unit mentioned against item (Excluding sales tax and surcharge and turnover tax).

05. Sales tax and surcharges on S. T. and turnover tax on cost of material as per the BST shall be levied extra for all items.

06. The material offered for sale is on "As is where is" basis and no segregation whatsoever will be allowed.

07. Inspection: From: 10.00 Hrs. to 16.00 Hrs, on all working days

***08. Due to the hazardous nature of the material, it is very difficult to load exactly 6000 kg in vehicle. Hence, lot size will be of 6000 kg ± 60 kg (1% of 6000 kg).***

I/We agree to take delivery of the above item, if offered to us at the rates quoted by us, and also agree to abide by the general terms and conditions mentioned in this sale tender form.

Tenderer's signature:

Name and address of Tenderer:

Date:

Place:

***(Note: This letter should be shall be submitted on printed letter heads and must bear PAN No. / GST No. etc. Quotations not complying with them are liable to be rejected.)***