
INSTRUCTIONS TO TENDERER AND GENERAL CONDITIONS OF CONTRACT

Definition of Terms

1) **Purchaser/Company:**
   The 'Purchaser/Company' shall mean Uranium Corporation of India Ltd incorporated under the companies act, 1913 and having its registered office at PO Jaduguda, Distt - East Singhbhum, Jharkhand - 832102.

2) **Contractor/Supplier:**
   The 'Contractor/Supplier' shall mean the person or company whose tender is accepted by the Purchaser and shall be deemed to include the Contractor's successors, heirs, executors, administrators, representatives and assigns approved by the Purchaser.

3) **Contract:**
   The term "Contract" shall mean and include the invitation to tender, tender specification, the instructions to tenderers, letter of intent, acceptance of tender, particulars hereinafter defined in respect of the supply and delivery of materials and for the performance of services within the scope of the tender.

4) **Tender Specification:**
   The term "Tender Specification" shall mean the design data, drawing schedules, broad equipment characteristics and other technical details furnished with the invitation to tender for the purpose of submitting the offer by the tenderer.

5) **Contract Specification:**
   The term "contract of specification" shall mean be schedules, detailed designs, statements of technical data, performance characteristics and all such particulars mentioned as such in the contract

6) **Letter of Intent (LOI):**
   The term "Letter of Intent (LOI)" shall mean intimation by a letter to contractor that the tender has been accepted in accordance with the provisions contained in that letter.

7) **HO/CO:**
   The term "HO/CO" shall mean Head Office /Corporate Office, at PO Jaduguda, Distt - East Singhbhum, Jharkhand - 832102.

8) **Site:**
   The term "Site" shall mean the place or places envisaged by the company at which the plant and equipment supplied under the contract are to be erected and/or services are to be performed under the contract.

Scope of Order and Specifications

Contractor shall supply the material or execute the work according to the specifications enclosed and in accordance with all conditions both general and specific enclosed with order, unless any or all of them have been modified or cancelled in writing either as a whole or in part by UCIL.

Assignment and subletting

1) The contractor shall not assign, sublet or transfer the contract or any part thereof or any benefit or interest therein or there under without the written consent of company.
2) The contractor shall not sublet the whole or any part of the work without the written consent of the company and such consent, if given, shall not establish any contractual relationship between the

sub-contractor (s) and the company and shall not relieve the contractor of any responsibility, liability, or obligations under the contract and the contractor shall be responsible for the acts, defaults or neglects of any sub-contractor or his agent or workmen.

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) All the pages of offer are not signed by competent and authorised persons. Any person given a tender shall furnished 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

Unless otherwise agreed to specifically in order, the price payable by UCIL to the contractor under the order shall remain firm throughout the period of contract and shall not be subject to any escalation.

The Bidder shall include in his tender all items of equipment/system etc. as stated in the Technical specifications of the tender.

The prices shall be itemised in accordance with the Price Schedule attached in Price bid and the Bidder quoted for all items as per Price bid format will only be considered for opening the price bid.

All prices in the tender shall be inclusive of GST and any other applicable taxes, duties and all other statutory levies applicable.

The Contractor is responsible and liable for remitting all statutory dues (GST etc. as applicable) collected / included in the Price schedule of the contract to the statutory authorities without fail. UCIL is not responsible for remittance of such tax collections.

Taxes, duties & levies

Bidders must clearly mention their GST (Goods and Service Tax), Registrations Number, in their offers and invoices.
GST (Goods and Service Tax) etc. shall be clearly mentioned in the offer indicating the applicable rates. In order to enable UCIL to avail tax benefits etc, whenever the relevant Act, Rules and Laws permits, the supplier shall ensure submission of Tax invoice as per the prescribed formats by the statutory authorities. In case the Supplier fails to submit the requisite documents, the reimbursable amount on account of duties / taxes, levies as indicated in his quotation / invoice / work order / contract shall be deducted from his bill.

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. Goods will be paid for on the basis of actual net quantity received at the stores. In case of excess supply the corporation at its discretion may/may not retain a part or whole of the excess. In the case of goods purchased on the basis of weight a maximum of 2% tolerance on account of weighing scale errors will be allowed.

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”

EMD may be submitted in the form of Bank Guarantee / Demand Draft/Banker’s Cheque obtained from a scheduled commercial bank / Nationalized Bank. E.M.D. shall not bear any interest.

Security Deposit: The successful bidder shall furnish a security deposit within 30 days to the extent of 3% of the total value of the order. 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 scheduled commercial / Nationalized bank in favour of URANIUM CORPORATION OF INDIA LTD.

Method of black listing vendors

1) Any failure by the vendor/contractor to supply/execute the contract as per order may result in black listing of vendor's /contractor's name from approved list of vendors. The black listed vendor shall not be considered for a minimum period of one year from the date of black listing. Names of such black listed vendors shall be widely circulated among all the units. However, CMD can revoke any black listing order subject to adequate justification for the same.

2) Further the competent authority CMD may blacklist the bidder, if the bidder changes bid either techno-commercial and / or price or withdraw his bid after receipt of the same and during the validity period of bid.

3) Further, the vendor shall be banned from doing any business with the company with the approval of Competent Authority in case of :

a) If security considerations including question of loyalty to the state so warrant.

b) If the proprietor of the firm, its partner or representative is convicted by a court of law following prosecution for offences relating to business dealings.

c) If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of

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tenders, interpolation, misrepresentation, in case of default, bad performance, misconduct, evasion or habitual default in payment of any tax levied by law, etc.

d) The E.M.D. of such tenderer shall be forfeited on the basis of recorded reasons and with the approval of the competent authority. If such report is received after opening of price bids, but before award of order/work order then also quotations /tender of that tenderer shall be rejected and EMD forfeited after recording the reasons and with the approval of the competent authority.

4) Orders to ban a vendor shall be passed by Head of the unit in case of unit and CMD in case of HO. All such banned orders should be well publicised so that banned vendor is not engaged by any unit of UCIL.

5) An order for ban / suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.

6) An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the accused has been wholly acquitted by a court of law.

7) Under exceptional circumstances, the Competent Authority at HO may on a review, revoke a ban.

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.

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.

Deviation of Order Quantity: Up to + 10% variations in the execution of purchase order of the total order value for sanctioned order value is allowed without issue of amendment / revision in the purchase order.

Undertaking: Not to give any gift / inducement in correction with securing any favour in dealing with UCIL.

Force Majeure:
Force majeure is an event beyond the control of supplier/contractor and not involving the suppliers/contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which UCIL may deem fit to consider so. The decision about force majeure shall rest with UCIL which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order.

If there is delay in performance or other failures by the supplier/contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures.

If a Force Majeure situation arises, the supplier/contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, UCIL may at its option terminate the contract without any financial repercussion on either side.

Disputes / Arbitration:
All disputes or difference whatsoever arising between the parties out of or relating to the contract shall be settled through discussions between the Chairman & Managing Director of UCIL and the Authorized signatory of the contractor. In case an amicable settlement is not arrived at, the matter will be settled through Arbitration by appointment of sole Arbitrator as approved by CMD, UCIL.

The provisions of The Arbitration & Conciliation Act, 1996, and Rules made there under and/or any statuary modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings. The language of the arbitration proceedings shall be English and the place of arbitration proceedings shall be the concerned UCIL unit where the contract is executed.

For Global tender this clause may be modified by the competent authority on case to case basis

Jurisdiction: The courts within the local limits of whose jurisdiction the place from which the purchase order is issued is situated only shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter arising out of this contract.

Ethics in tendering & other business dealings

Dear Sir,

Uranium Corporation of India Ltd, a Government of India undertaking under the administrative control of Department of Atomic Energy is doing its business as per the rules and regulation of the Public Sector Undertaking and other statutory agencies. The business is done in an ethical, rational & impartial manner with good corporate governance.

In our endeavour to be more transparent in our dealings and to support our ideology all **Vendors, Customers and Business Partners** are requested not to provide any gift and / or inducement to any of our employees for securing / being granted favour in dealings with our Company. In assurance of your commitment to the aforesaid, it will be highly appreciated if you fill up, sign and abide by the attached undertakings.

Report of any gifts and / or inducements sought by any employee of the company should be immediately reported to any one of the following:

Chairman & Managing Director Uranium Corporation of India Ltd, PO Jaduguda, Distt- East Singhbhum Jharkhand- 832 102 Email:cmdsect@uraniumcorp.in	Chief Vigilance Officer Uranium Corporation of India Ltd PO Jaduguda, Distt- East Singhbhum Jharkhand- 832 102 Email: cvo@uraniumcorp.in

We assure you that complaints if any made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we except your commitment to the undertaking and its violation will have consequences as per prevailing rule of the Company.

Thanking you,

For Uranium Corporation of India Ltd

Name ----------
Designation ----------
Date