



URANIUM CORPORATION OF INDIA LIMITED

**PURCHASE AND WORKS CONTRACT
PROCEDURE – 2017**

PURCHASE AND WORKS CONTRACT PROCEDURE-2017



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CHAPTER-1

PREAMBLE

As a guiding principle of professional conduct, all employees of UCIL involved in acquisition of goods & services, works contract, capital procurement etc. will abide by the following code of ethics:

- | | |
|-------------|---|
| Principle 1 | To ensure specified quality/quantity at the most competitive price in a fair and transparent manner. |
| Principle 2 | To ensure overall interest of the organization in all transactions of purchases. |
| Principle 3 | To work with honesty and denounce all forms of corruption including extortion and bribery. |
| Principle 4 | To accord a prompt and courteous reception to all who call up on to have legitimate business mission with UCIL. |
| Principle 5 | To promote a healthy and harmonious buyer and seller relationship. |

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CHAPTER-2

2.0: APPLICABILITY OF PURCHASE & CONTRACT MANUAL:

- 2.1 All purchases are to be regulated as per procedure laid down herein, in this manual.
- 2.2 The scope of purchases includes supply contracts, works contracts, consultancy contracts, service contracts, rate contracts and write off & disposal (of unserviceable and obsolete capital & store items) procedure .
- 2.3 This is to be read in conjunction with the delegation of financial powers laid down separately in various administrative instructions issued and / or may be issued from time to time by the Company. In case of discrepancy between powers as defined in Purchase Procedures and DOP, the powers as per DOP shall prevail.
- 2.4 This document also covers the methodology to be adopted in write off & disposal of store items and assets.
- 2.5 However, in some specific cases, it may become necessary to arrange purchases by adopting methods not indicated in the manual. In such cases specific approval of CMD will have to be obtained, detailing the reasons as to why procurement becomes necessary circumventing the guidelines of the purchase manual.
- 2.6 An illustrative guideline indicating some of the functions and responsibilities of the connected officials are given in Chapter - 16.
- 2.7 CMD of UCIL is hereby authorized to make amendments in the purchase procedure due to change in statutory guidelines and to make any amendments / additions/ deletions/ waiver/ relaxations in any provision of the purchase procedure as and when required.



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CHAPTER-3

3.0 OBJECTIVES

3.1 The primary objective of purchase procedure is to regulate procurement of various items that include land, buildings, vehicles, plant and machinery, equipment, furniture & fittings, fixtures, spares, stores and materials etc. and to ensure that necessary works / service contract including consultancy as required by indenter is in place with a view to:

3.1.1 Helping and maintaining continuity of production and other allied function by making available required supplies and services in time as per user requirements.

3.1.2 Ensuring that the supplies and services are availed at most competitive price by taking into account their quality, durability, efficiency etc.

3.1.3 Developing effective and on- going vendor relationship to ensure fair play and equality with transparency.

3.1.4 Training of purchase personnel, concerned officials of other departments in the latest trends / practices of material management.

3.2 The materials / services obtained shall be:

- 3.2.1 of right quality
- 3.2.2 in right quantity
- 3.2.3 at right time
- 3.2.4 at right prices
- 3.2.5 from right sources
- 3.2.6 by right method
- 3.2.7 at right place

3.3 Purchases will be arranged in one of the following ways:

- 3.3.1 Global tender – Open tendering at the global level
- 3.3.2 Public tender – Open tendering at the national level
- 3.3.3 Limited tender
- 3.3.4 Single tender for proprietary and non – proprietary items



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- 3.3.5 Repeat orders
- 3.3.6 Rate contracts
- 3.3.7 Spot / petty cash purchases
- 3.3.8 Nomination basis
- 3.3.9 DGS & D rate contract.
- 3.3.10 Emergency Purchase /Works Contract
- 3.3.11 Trial Work Order

3.4 Service/works/rate contract

Service/works contracts are entered in to avail certain services for which expertise/established work procedure/resources are not available with the company. Rate contracts are basically to meet the requirement of company over a period of time.

Projects will also be covered under this clause

Service/works/rate contracts are arranged in one of the ways as mentioned in clause 3.3, where ever it applies.

3.5 Consultancy:

This is required to avail the services/advices of expertise which is not available with the company. Detail ways of availing consultancy services are mentioned in Chapter -15.



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CHAPTER - 4

4.0 BROAD CLASSIFICATION OF PURCHASES:

4.1 CAPITAL PROCUREMENT:

- a. The capital procurement is intended to create a new asset to increase throughput of the plant, operational efficiency & productivity, efficiency in energy management and for statutory requirement, if any.
- b. Replacement of any capital item and up gradation of obsolete machinery with higher version to achieve efficiency in operations and increase in capacity.
- c. Capital purchases are also made to meet safety and environmental requirements and equipments relating to welfare including items for Corporate Social Responsibility (CSR) and Sustainable Development (SD) activities.
- d. The capital procurement also covers Green field & brown field projects, purchase of land & buildings, furniture and fittings, vehicles and laboratory equipments relating to R&D Projects, software, hardware etc. It also includes procurement of intangible assets including Brand, Copyright, Patents or any other software with enduring benefits etc.

4.1.1 Thus the capital procurement is broadly subdivided into four categories as stated above which include procurement through indigenous and imported source.

4.1.2 Indenting procedure for Capital items

4.1.2.1 Purchase of items of capital nature is to be made after approval of competent authority subject to inclusion of the item in the approved capital budget / annual plan.

4.1.2.2 All capital proposals are required to be vetted and concurred by finance department of respective units/HO with respect to their DOP /financial feasibility.



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- 4.1.2.3 Indent for replacement of capital items needs to be supported with detailed technical write up.
- 4.1.2.4 The following information is required to be furnished in case of capital replacement:
- a. Year of purchase of original equipment.
 - b. Life of the equipment originally envisaged and actually worked. Specific reason to be mentioned for replacement of equipment before expiry of life as originally envisaged.
 - c. In case, if the equipment proposed to be procured is of improved versions, advantages of same over the present equipment need to be recorded.
 - d. In case of replacement of equipment costing more than Rupees twenty five lakh, cost benefit analysis is required to be attached.
- 4.1.3 The following information inter alia is to be furnished in case of new capital purchases as applicable:
- 4.1.3.1 The proposal should provide complete details of estimate of purchase, and the basis of same.
- 4.1.3.2 The proposal should identify whether it is proprietary purchase or not. In case of proprietary purchase suitable justification needs to be provided.
- 4.1.3.3 The indent should indicate likely source of supply.
- 4.1.3.4 The proposal should contain cost benefit analysis in all cases of new capital procurements if estimate of procurement is more than Rs.15 lakhs.
- 4.1.3.5 In case of mandatory projects, CSR projects or R&D projects statutory compliances and non monetary benefits that are expected to flow to the company need to be emphasized.
- 4.1.4 In case of purchase of land for mining purposes, cost benefit analysis need to be attached along with the proposal.



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4.1.5 For capital procurement of more than Rs.10 crores, details of Independent External Monitor (IEM) such as name, designation, address, contact no. etc. shall be mentioned in the tender.

4.2 Indenting procedure for Capital works

4.2.1 All indents for procurement are required to be raised in appropriate indent format.

4.2.2 Overall budget sanction is required before taking procurement action.

4.2.3 The indent / proposal shall indicate the estimate and the basis for arriving at the same.

4.2.4 The indent shall indicate likely source of supply

4.2.5 Justification for quantity indented shall be provided after taking into consideration the stock of indented item / equivalent items in the stores and in the pipeline.

4.2.6 For capital works more than Rs.10 crores, details of Independent External Monitor (IEM) such as name, designation, address, contact no. etc. shall be mentioned in the tender.

4.3 REVENUE PROCUREMENT:

The revenue procurement includes supply items, works contract, service contract, rate contract which are aimed at providing necessary support service to help and maintain production by arranging appropriate supplies which are essential for optimum utilization of resources.

4.3.1 Scope of revenue procurements:

4.3.1.1 The scope of revenue purchases includes procurements made indigenously or from imported source for continuing the operation of the plant.

4.3.1.2 The revenue procurement includes purchase of stores and spares, valves, chemicals, solvents, raw materials, petroleum oil and lubricants (POL), software and hardware, stationery items, welfare items, tools & safety equipments and others.



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- 4.3.1.3 All procurements are required to be raised in appropriate indent format
- 4.3.1.4 The Budget provision is required for taking procurement action.
- 4.3.1.5 For revenue procurement more than Rs.10 crores, details of Independent External Monitor (IEM) such as name, designation, address, contact no. etc. shall be mentioned in the tender.
- 4.3.2 **Scope of revenue works contract / service contract / rate contract:**
- 4.3.2.1 Repairs, renewals/replacement including maintenance of existing building, electrical/ mechanical/ instrumentation installations, slime/Tailing and sewerage disposal systems etc and all such activities which is required for the operation of the mines and mills.
- 4.3.2.2 Periodical maintenance services to buildings, air conditioners, office equipments, roads, general cleaning contracts, AMC of computers, spares of computers, earth moving equipment, plant and machineries ,rewinding of motors , fan and etc.
- 4.3.2.3 Lease rents including rent for land, buildings, workshop equipment, etc.
- 4.3.2.4 Care-taking of buildings, sheds etc.
- 4.3.2.5 Insurance coverage for buildings, plant & machinery, and other current assets against risk of damage.
- 4.3.2.6 Transportation of stores/ products (U_3O_8) , By products, scraps etc.
- 4.3.2.7 For revenue works contract / service contract / rate contract more than Rs.10 crores, details of Independent External Monitor (IEM) such as name, designation, address, contact no. etc. shall be mentioned in the tender.
- 4.3.2.8 Manpower supply contracts



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4.4 PROCUREMENT FROM MICRO AND SMALL ENTERPRISES:

Ministry of Micro, Small and Medium Enterprises (MSME) vide order dated 23.03.2012 has issued Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012. This policy is effective from 1st April 2012 and shall apply to Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

For ease of registration of Micro, Small and Medium Enterprises (MSMEs), Ministry of MSME has started Udyog Aadhar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises(MSEs), Order 2012.

The salient features of policy are as follows:

4.4.1 Mandatory procurement from Micro and Small Enterprises:

- (1) Every Central Ministry or Department or Public Sector Undertaking shall set an annual goal of procurement from Micro and Small Enterprises from the financial year 2012-13 and onwards, with the objective of achieving an overall procurement of minimum of 20 per cent, of total annual purchases of products produced and services rendered by Micro and Small Enterprises in a period of three years.
- (2) Annual goal of procurement also include sub-contracts to Micro and Small Enterprises by large enterprises and consortia of Micro and Small Enterprises formed by National Small Industries Corporation.
- (3) After a period of three years i.e. from 1st April 2015, overall procurement goal of minimum of 20 per cent shall be made mandatory.
- (4) The Central Ministries, Departments and Public Sector Undertakings which fail to meet the annual goal shall



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substantiate with reasons to the Review Committee headed by Secretary (Micro, Small and Medium Enterprises), constituted in Ministry of Micro, Small and Medium Enterprises, under this Policy.

4.4.2 Special provisions for Micro and Small Enterprises owned by Scheduled Castes or Scheduled Tribes:

Out of 20 per cent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 per cent (i.e., 4 per cent out of 20 per cent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs. Provided that, in event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Scheduled Tribe entrepreneurs shall be met from other Micro and Small Enterprises.

4.4.3 Reporting of targets in Annual Report:

Every Central Ministry or Department or Public Sector Undertaking shall report goals set with respect to procurement to be met from Micro and Small Enterprises and achievement made thereto in their respective Annual Reports.

4.4.4 Price quotation in tenders:

- (1) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply at least 20 per cent of total tendered value.
- (2) In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).



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4.4.5 Developing Micro and Small Enterprise vendors:

The Central Ministries or Departments or Public Sector Undertakings shall take necessary steps to develop appropriate vendors by organizing Vendor Development Programmes or Buyer-Seller Meets and entering into Rate Contract with Micro and Small Enterprises for a specified period in respect of periodic requirements.

4.4.6 Annual Plan for Procurement from Micro and Small Enterprises on websites:

The Ministries or Departments or Public Sector Undertakings shall also prepare Annual Procurement Plan for purchases and upload the same on their official website so that Micro and Small Enterprises may get advance information about requirement of procurement agencies.

4.4.7 Enhancing participations of Micro and Small Enterprises including those owned by Scheduled Castes or Scheduled Tribes in Government procurements:

For enhancing participation of Scheduled Castes or Scheduled Tribes in Government procurement, the Central Government Ministries, Departments and Public Sector Undertakings shall take following steps, namely:-

- (a) Special Vendor Development Programmes or Buyer-Seller Meets shall be conducted by Departments/Public Sector Undertakings for Scheduled Castes or Scheduled Tribes;
- (b) Outreach programmes shall be conducted by National Small Industries Corporation to cover more and more Micro and Small Enterprises from Scheduled Castes or Scheduled Tribes under its schemes of consortia formation; and
- (c) National Small Industries Corporation shall open a special window for Scheduled Castes or Scheduled Tribes under its Single Point Registration Scheme (SPRS).

4.4.8 Reduction in transaction cost:

To reduce transaction cost of doing business, Micro and Small Enterprises shall be facilitated by providing them tender sets



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free of cost, exempting Micro and Small Enterprises from payment of earnest money, adopting e-procurement to bring in transparency in tendering process.

4.4.9 Reservation of specific items for procurement:

To enable wider dispersal of enterprises in the country, particularly in rural areas, the Central Government Ministries or Departments or Public Sector Undertakings shall continue to procure 358 items (Appendix) from Micro and Small Enterprises, which have been reserved for exclusive purchase from them. This will help in promotion and growth of Micro and Small Enterprises, including Khadi and village industries, which play a critical role in fostering inclusive growth in the country.

4.4.10 Review Committee:

- (1) A Review Committee has been constituted under the Chairmanship of Secretary, Ministry of Micro, Small and Medium Enterprises, for monitoring and review of Public Procurement Policy for Micro and Small Enterprises vide Order No. 21(1)/2007-MA dated the 21st June 2010 (Annexure).
- (2) This Committee shall, inter alia, review list of 358 items reserved for exclusive purchase from Micro and Small Enterprises on a continuous basis, consider requests of the Central Ministries or Departments or Public Sector Undertakings for exemption from 20 per cent target on a case to case basis and monitor achievements under the Policy.

Guidelines issued from Ministry of Micro, Small and Medium Enterprises (MSME) for procurement of items from Micro and Small Enterprises shall be applicable.

CHAPTER-5

5.0 PROCEDURE FOR APPOINTING CONSULTANTS FOR CAPITAL OR REVENUE WORK:

Appointment of consultants should be need based and for specialized jobs only. Their selection should be made in a



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transparent manner through competitive bidding as far as possible.

5.1 Need for appointing consultants only when absolutely essential:

- 5.1.1 Absence of required expertise in-house
- 5.1.2 The need for high quality service where consultant suggests quality service provider.
- 5.1.3 The need to have qualified consultants for providing the specific services.
- 5.1.4 The Importance of transparency in the selection process

5.2 Administrative approval of CMD is required for appointing consultants irrespective of the value. Such proposal should be forwarded to CMD through Director / HOD concerned with proper justification. Justification should cover in addition to other aspect reasons for appointment of consultant, mode of selection and financial implications.

5.3 Further, the payment terms should normally be based on deliverables (or) achieving certain milestone

Method of selection of consultants is separately mentioned in Chapter-15.

CHAPTER-6

6.0 VENDOR SELECTION AND EVALUATION

6.1 SOURCE OF VENDOR APPROACHING FOR REGISTRATION:

With a view to establish reliable source for procurement of goods and services UCIL will prepare and maintain item wise (broadly) list of eligible and qualified suppliers/contractors for approval of competent authority. Such list of suppliers/contractors after approval of competent authority will be known as “registered vendors”.

6.1.1 Firms desirous of registration including those registered with DGS&D, GEM, MSME, NSIC, Director of Small Scale Industries and Ancillaries attached to other PSUs Central/ State Govt.



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Departments shall be issued Vendor Registration Form in prescribed format or they can be asked to download the same from the website(in case of indigenous suppliers).

- 6.1.2 Firms desirous of registration in case of foreign suppliers shall be issued Vendor Registration Form in prescribed format or they can be asked to download the same from the website.
- 6.1.3 It is observed that some of the manufacturers of repute/ public sector undertakings normally do not apply for formal registration. In such cases, materials department shall send Vendor Registration Form applicable to indigenous supplier informing them of UCIL's intention to include their name in the approved supplier list and gather details about their products/ capabilities/ financial standing, etc.
- 6.1.4 Source of identifying potential vendors could be through industry sources, internet and online directorate, manufacturer catalogs and sources identified by other units.
- 6.1.5 Vendor registration should be open throughout the year and vendor rating method prequalification criteria (PQC) should be posted in the website to enable prospective suppliers/contractors to register.
- 6.1.6 Vendor may also be provisionally selected for execution of trial order. Based on satisfactory performance, such vendors may be regularized during periodical review of existing vendor list.

6.2 METHOD OF REGISTRATION OF VENDOR:

Vendors approaching UCIL for registration can be classified as under:

- 6.2.1 Manufacturer who supply indigenous items.
- 6.2.2 Agents/ Distributors of such manufacturers, who desire to market their products only through their agents and authorised dealer(s).
- 6.2.3 Foreign manufacturer with/without their accredited agent(s) in India.



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- 6.2.4 Stockist of imported or other specified items.
- 6.2.5 Suppliers of imported goods who are having regular arrangement with foreign manufacturers.

6.3 METHOD OF EVALUATION OF NEW VENDORS

Store Purchase Committee (SPC)/Purchase Review Committee (PRC)/ Works Tender Committee (WTC) will scrutinize applications and recommend suppliers/ contractors for registration depending on the following parameter:

- 6.3.1 Technical assessment
- 6.3.2 Financial standing including solvency certificate from bank of repute.
- 6.3.3 Infrastructural facilities availability .
- 6.3.4 Memorandum and articles of association in case of company, proof of ownership in case of partnership concern and proprietary firms etc.
- 6.3.5 In case SPC /PRC/WTC is of the opinion that inspection of firm's factory / workshop / godown is necessary in order to ascertain their capability to give clear view, the same should be done expeditiously.
- 6.3.6 Vendor list prepared and duly recommended by SPC/ PRC/WTC of the unit will be placed before Competent Authority for approval

6.4 METHOD OF EVALUATION FOR EXISTING VENDORS:

6.4.1 Vendor Rating:

Head of Materials department shall rate the performance of each vendor on a scale of 100 considering weightage for each criterion as follows:

<u>Criteria</u>	<u>Weight age</u>
Response to enquiries index (REI)	30



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Promptness of delivery index (PDI) 30

Delivery of quality goods index (DQI) 40

(No marks for supply of substandard goods/ services)

Composite performance index = $(0.3x REI + 0.3x PDI + 0.4x DQI) \times 100$

6.4.2 Vendors scoring less than 60 marks as per the Composite Performance Index in any year of evaluation will be informed to improve and will be deleted from the vendor list for one year, if they score less than 60 marks in next evaluation.

6.4.3 Vendor rating should be communicated to registered vendors in the month of May/June every year.

6.4.4 Once in a year SPC/ PRC/WTC will review the performance of suppliers/contractors and will suggest deletion from the approved list based on their performance. After getting due approval from Competent Authority (Unit Head), these names will be deleted.

6.4.5 Computer based vendor rating should be maintained.

6.4.6 After successful registration of a vendor, enquiry can be sent to the registered vendors based on the group of material for which he has been selected. The responsibility of maintaining vendor rating lies with Head of Materials Department.

6.5 METHOD OF BLACK LISTING/ BAN VENDORS AND REVOCATION OF BAN:

6.5.1 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.

6.5.2 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.



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- 6.5.3 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 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.
- 6.5.4 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.
- 6.5.5 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.
- 6.5.6 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.
- 6.5.7 Under exceptional circumstances, the Competent Authority at HO may on a review, revoke a ban



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- 6.5.8 Clause of blacklisting of vendors as mentioned above is to be incorporated in General Conditions of Contract (GCOC).

CHAPTER-7

7.0 BASIS OF ESTIMATES AND INDENTS

7.1 ESTIMATES:

- 7.1.1 Estimates give a fair idea of financial commitment and estimate is the vital element in establishing the reasonableness of price. Therefore, extrapolating the last purchase price by applying a uniform yearly compound escalation over the previous price is not correct method of determining estimated price.

The estimate should be based on the prevalent market rates and should be worked out on actual observation basis taking into accounts all the factors ie T&P Cost, labour cost, fuel cost, insurance cost etc.

The, estimates needs to be based on current market conditions or on the prices available in the latest PO/ WO for similar items of work undertaken duly updated with reference to the economic indices for the raw material/ labour and other input costs, exchange rates, taxes, duties etc, or on approved schedule of rates of local/PWD/CPWD / JKPWD(after applying the up to date cost index) as the case may be with a view to reduce variations between the estimated and tendered cost. Thus estimates need to be prepared with utmost care.

- 7.1.2 Determination of purchases quantity:

Purchase Department will be responsible for arranging all procurement. Indents/purchase requisitions shall form the basis for arranging procurement & will be raised either by Central Store or by the user departments in prescribed format complete in all respects and duly approved by the respective HOD. Quantities reflected in the indents or the purchase requisitions will be arrived at based on past consumption pattern /projected requirements, minimum & maximum stock level required to be maintained, lead time of procurement, existing stock on hand and other related factors including stock in pipeline. However indent for procurement can be released based on anticipated consumption in case of new item(s).



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7.1.3 Détermination of Works /Consultation contract:

In case of works contract, detailed estimate of the work involving various items required for successful execution of the work along with their quantity, costs, desired quality, weightage for normal wastage ,contractor's profit is to be prepared by the EIC/ OIC in order to give a fairly accurate idea of the financial commitment involved. The estimate will contain cost schedule of quantities involved in case of works contract. In case of consultancy contract period, deliverables, proposed method of payment, expected consultancy fee and basis of determination of consultancy charges will be evaluated to arrive at the estimates/ determine the contracts.

7.1.4 There shall be standardized format for the indent for supply items and works contract.

7.2 INDENTS

7.2.1 Items of supply/ work of similar nature shall be clubbed together to the extent possible prior to initiating tendering action in order to stimulate competition and achieve utmost economy.

7.2.2 Indents shall be raised in the prescribed form by EIC/ OIC / Stores duly countersigned by Section Head of the department and approved by the competent authority as per delegation of power after due verification of administrative approval required if any, availability of budget provision etc.

7.2.3 Indents shall be routed through the central stores of each Unit to indicate the actual stock in hand, pending orders if any. The indenter may revise the requirement if any, based on lead time of the procurement, available stocks in stores, anticipated consumption and the availability of the item for plant operation, safety etc.

7.2.4 However, for store items for which minimum & maximum stock level is fixed, the indents will be raised preferably by the stores department in consultation with the concerned department for restocking.



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- 7.2.5 Indents for items of equipment and stores of proprietary nature or in case of stores of OEM/ OES nature, should be raised by indenter duly approved by head of the department.
- 7.2.6 While indenting, proper care is to be taken to ensure that proper technical specification with respect to relevant standard is taken to avoid any non standard specification which tends to delay the procurement action and some times result in purchase of incorrect items. In the case of 'first time requirement' reasons for procuring such items may be recorded and reasonability of rates must be checked before placing order.
- 7.2.7 Flow of indent after recommendation is shown in Chapter-10.

CHAPTER-8

8.1 SELECTION OF APPROPRIATE PURCHASE MODE

- 8.1.1 Invitation to tender and instructions at enquiry stage are important step as the vendor's offer is based upon these instructions. Any ill-conceived and incomplete action at this stage results not only in delays, but leading to incorrect purchase and hampers production.
- 8.1.2 Tendering system shall be adopted to secure the most competitive rates and to eliminate chances of favour to any supplier/ contractor.
- 8.1.3 To improve the system of ethics in tendering and other business dealings an undertaking is to be obtained from all the bidders/ vendors/ suppliers, to the effect that they will not provide any gift and/ or influence any employee of the company in connection with securing any decision in their favour. This should be included in GCOC of all tenders.
- 8.1.4 Tendering procedure towards procurement/ award of contract is to give equal opportunities to all interested parties. So, post-facto approval for dispensing normal purchase procedure should be avoided as far as possible.

The eligibility be decided strictly based on documents submitted at the time of receipt of tenders. No additional documents be allowed to be submitted after receipt of tenders however there is no bar to seek clarification or authentication



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of submitted documents.

- 8.1.5 While engaging other PSU's transparency is required in purchase/ works/consultancy contract awarded on nomination basis.
- 8.1.6 Splitting of works be avoided. For supplies, the yearly requirements of all departments be merged and supply from the same sources be invited in one NIT . Yearly rate contract be finalized for Items of routine consumption.
- 8.1.7 Tenders fall under following categories
- 8.1.7(i) **GLOBAL TENDER (GT):**
Global Tender (GT) is also a public tender (PT). Global tender should be done when it is felt that sufficient vendors to supply the goods/equipment/services of the required quality, specifications etc., are not Indigenously available in the country and it is necessary to also look for suitable competitive offers from abroad. In such cases UCIL may send copies of the tender notice (NIT/RFP) to the Indian Embassies abroad as well as to the foreign Embassies in India. The selection of the Embassies will depend on the possibility of availability of the required goods in such countries. Besides this, the NIT/RFP shall also be advertised at least in one leading National English/ Daily newspapers having wide circulation. The NIT/RFP shall also be publicised in the Indian Trade Journal, UCIL website and GOI tender website. In addition, NIT/RFP may also be sent to potential vendors specifically stating that tender documents are available at UCIL website, GOI tender website and respective embassies. As far as possible the global bids be invited in a single currency and in case of multiple currency the bids be evaluated based on conversion rates prevalent as on date of receipt of price bids.
- Terms and conditions may vary from case to case and shall be approved by the authority competent to accept the tender.

8.1.7(ii) **PUBLIC TENDER (PT):**

Public tender (PT) is a tender notice which is open for all the prospective bidders. All public tenders of estimated value up to Rs



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20 Lakh shall be notified in UCIL website along with government tender website. For value of estimate more than Rs 20 lakh, apart from publishing in UCIL and GOI website, the advertisements for PT are to be released in minimum two dailies, one in national English daily and the other in local daily having wide circulation in India/State respectively. In cases where considering the nature and value of the work, it is felt that local parties will only be interested to quote, advertisement may be restricted only to the local dailies with prior approval of CMD/HOD's. Attention of vendors who may be interested to quote can be drawn with a request to participate in the PT.

- a) In all works/procurement where the technical evaluation is not required, Single Part Public Tender shall be adopted. Parties shall submit tender in two separate envelopes. One envelope shall contain eligibility document meeting the PQ criteria including tender cost and EMD if applicable. The second envelope shall contain the techno commercial cum financial bid. Both the envelopes shall be sealed and submitted together in a bigger envelope. The envelope containing PQ criteria shall be opened first. The financial-cum- technical bid shall be opened only after checking the eligibility documents, if it is found that the bidder meets the eligibility criteria.
- b) In all other works/procurement where the technical evaluation is required, Two Part Public Tender shall be adopted. In such cases, the tenderers shall be required to submit the bids in two envelopes.

Envelope – 1:- Documents related to eligibility criteria (PQC) along with Techno-commercial bid.

Envelope – 2:- Financial bid.

Both the envelopes shall be sealed and submitted together in a bigger envelope. The envelope No 1 containing PQ criteria and techno-commercial bid shall be opened first. PQ and Techno-Commercial bid shall be evaluated first by a committee constituted by competent authority and list of successful bidders be finalized. The financial bid of PQ and Techno-commercially eligible bidders shall be opened on recommendation of above committee on a notified date and time in presence of bidders or their representatives after sending advance notice to all such bidders. No additional eligibility documents shall be entertained after the receipt of bid but clarifications if so required as per the techno-



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commercial evaluation can be obtained from the bidders. Unopened price bids of disqualified bidders shall be returned back in sealed condition once the order is issued.

- c) A case may arise where the works / procurement is of complex nature and UCIL does not possess the full knowledge of the various technical solutions available in the market to meet the desired objectives of the procurement. In such procurement cases where technical specifications need to be firmed up, UCIL shall invite Expression of Interest (EOI) ensuring wide circulation and proceed to finalize specifications based on technical discussions / presentations with the experienced manufacturers / suppliers in a transparent manner. There shall be two stage tendering. During the first stage of tendering, acceptable techno Commercial solutions shall be firmed up / finalized after calling for the Expression of Interest (EOI) from the leading experienced and knowledgeable manufacturers/ suppliers in the field of the proposed procurement. The broad objectives, constraints etc. may be published while calling for EOI. On receipt of the Expressions of Interest, techno commercial discussions/ presentations may be held with the manufacturers/ suppliers, who are prima facie considered technically and financially capable of supplying the material or executing the proposed work as qualified as per EOI.

Pre-bid conference-There shall be a pre-bid conference in which discussions shall be held on suggestion proposed by the bidders and doubts of the intending bidders if any shall be clarified. There would be no bar to hold the pre-bid conference more than once, especially in more complex types of works. Based on the discussions/ presentations so held acceptable techno commercial solutions shall be decided considering all parameters i.e. technical specifications, quality bench marks, warranty requirements, delivery milestones, payment terms, evaluation criteria, estimates etc., While framing the technical specifications care should be taken to make the specifications generic in nature so as to provide equitable opportunities to the prospective bidders. Proper record of discussions/ presentations and the process of decision making should be kept.



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Once the techno commercial specifications and evaluation criteria are finalized, the second stage of tendering shall be done by calling PT after giving due publicity as per prescribed norms. This bid shall invite PQC cum techno commercial bids and financial bids in separate envelopes as per detailed below

Envelope – 1:- Documents related to eligibility criteria (PQ) along with Techno-commercial bid.

Envelope – 2:- Financial bid.

The envelope No 1 containing PQ criteria and techno-commercial bid shall be opened first in presence of bidders on a specified date as per tender. PQ and Techno-Commercial bid shall be evaluated first and list of successful bidders be finalized. The financial bid of only successful bidders who are found qualified shall be opened on a notified date and time in presence of tenderers or their representatives after sending advance notice to all such bidders.

8.1.7(iii) **LIMITED TENDERS :**

Limited tenders (LT) to be invited for a value up to Rs 20 lacs from the approved list of Panel of Vendors only specified for the Job /work. Such Panel is to be formed for a given Period on the basis of a fair and transparent means after giving wide publicity as per norms. Such Panel should be updated on regular basis and not to be considered after the expiry period.

Limited tender/enquiries shall only be sent through post/courier/e-mail to all the vendors in the approved panel unless it is personally collected by an authorized representative of tenderer/firm/ registered vendors.

Posting in website is mandatory for limited tenders of estimated value above Rs.50,000/-.

In case a vendor who is blacklisted or vendor not in the approved list of panel for this tender submits the tender, the same should not be considered.

8.1.7(iv) **(A) SINGLE TENDER AND/ OR PROPRIETARY PURCHASE :**

Purchase on single tender basis will be made with the detailed justification in its support and with the approval of Competent Authority. As per the D.O.P. Such proprietary items should be



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purchased from their manufacturers or their authorized dealers only, where the manufacture does not supply them directly. In case there is more than one authorized dealer LTE may be issued to all the authorized dealers.

The stipulation of posting the tender in the web site shall also be applicable in case where the tender goes to Original Equipment Manufacturers (OEM), Original Equipment Suppliers (OES) and proprietary items procurement.

In case of proprietary procurement / purchase from single supplier or in case of availability of single source or in the case of getting a specialized work, single party may be called upon to get quote for supply/work. This may also be the case for developmental work or work of a special / proprietary nature.

Approval of single tender/proprietary items may be accorded by unit Head/ Directors /C&MD subject to the limit of their delegation of powers.

(B) Single Tender Enquiry (Other than Proprietary)

The cases where the enquiry is restricted to only one source, though many sources / suppliers exist, such sourcing is on nomination basis. Such Single Tender Enquiries should be issued as an exception only and processed, after recording reasons and proper justification. The Engineer Incharge should take approval of Competent Authority

(CVC Office Order No.23/7/07 dated 5th July 2007 to be referred to.)

Updation of the list of jobs on single tender items on website on a quarterly basis. A resource person should be nominated for co-ordination.

8.1.7(v) PROCUREMENT THROUGH BUYBACK :

In order to replace some existing goods with their new and better versions/substitutes, indenter may decide to trade the



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existing old goods while purchasing the new goods. For this purpose, suitable clauses are to be incorporated in the tender enquiry so that the interested tenderers can submit their tenders accordingly. The tender document should also have a provision for prospective bidder to inspect the old goods to be traded through this transaction.

- 8.1.7(vi) In the above referred process, it shall be ensured that approval for disposal of those existing goods from competent authority is obtained before finalizing the proposal.

PROPRIETARY PURCHASE

- 8.1.8 Product of a brand cannot be declared 'Proprietary' merely on the ground that the same is having better performance. The Product shall be considered 'Proprietary' only when no other substitute is available. The Spares of capital items may be procured as proprietary items if there is no alternative source. All indenter be required to issue a certificate regarding Proprietary nature of equipment dully endorsed by HODs. Above certificate shall be kept in the purchase folders of all proprietary items.

CHAPTER-9

9.1 NOTICE INVITING TENDER (NIT)

- 9.1.1 The tender conditions shall be binding on all the tenderers.
- 9.1.2 All types of tenders shall invariably be invited by a "Notice Inviting Tender" (NIT) to be issued by the concerned officer of purchase department/ tender accepting authority. All tenders above estimated value of Rs.50,000 should also be uploaded in UCIL and Govt. website.
- 9.1.3 Tender documents may be issued free of cost in case Global tenders to all bidders with approval of Competent Authority and the same shall be notified in the tender document. The tender documents shall be issued free of cost to company/units registered with MSME/National Small Industries Corporation/Director of Industries of State, Cottage Industries approved by the State Authority or any other entity as may be



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specified by Govt. guidelines from time to time, after ensuring that the approval pertains to the class of item/works for which tender is floated.

In case of Government undertaking / PSU, tender documents may be issued free of cost subject to approval of Competent Authority and it shall be mentioned in the tender document.

9.1.4 Tenderer shall be informed that the demand draft (DD)/SBI Challan towards cost of tender document should be kept in a separate cover and should not be kept inside price bid. This has to be specifically mentioned in all tenders.

9.1.5 Tender documents shall be priced as follows :

Cost of tender document (Rs.)	Estimated Value of supply/ work
Nil	Upto 5 lakh
Rs. 300	> 5 lakh upto 10 lakh
Rs. 500	>10 lakh upto 50 lakh
Rs. 1000	>50 lakh upto 2 crores
Rs. 1500	>2 crores

9.1.6 General Conditions of Contracts (GCOC), Special Conditions of Contract (SCOC), detailed technical specification, drawing and schedules of quantities wherever necessary, shall always be enclosed with tender enquiry to enable the tenderers to take into account all requirements while quoting.

The items description should be clear and unambiguous.

9.1.7 Any alteration, addition or deletion in the GCOC/SCOC subsequent to tendering is not permitted. However, in case of exigencies particularly when wide publicity is given about the changes to GCOC/SCOC and when the attention of all the participating tenderers are drawn and when the time period for submitting the revised bid is not less than the original time period for submission of tender item, *such* changes may be allowed. No changes are permitted after opening the price bid.

9.1.8 Pre-qualification (PQ) criterion should be clearly specified in the tender documents and should neither be stringent nor be



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relaxed to restrict/facilitate participation of bidders. It should be defined

The following points are to be kept in view while fixing the eligibility criteria:

A. For Civil/Electrical Works:

i) Average annual financial turn over during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.

ii) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

or

b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

or

c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

ii) Definition of “similar work” should be clearly defined.

B) For Other Store Purchase / Works Contracts:

Prequalification shall be based entirely upon the capability and resources of prospective bidders to perform the particular contract satisfactorily, taking into account their (i) experience and past performance on similar contracts (ii) financial standing through latest Income Tax return(ITR)/ Annual report containing balance sheet and statement of profit & loss account. The quantity, delivery and value requirement shall be kept in view, while fixing the PQ criteria.

PQ criteria cannot be altered at any stage, once it is mentioned in the tender documents.

Once the technical specifications are framed and eligibility of bidders is decided, all bidders should be treated at par and there



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should not be any pick-and-choose or price preference to any bidders.

- 9.1.9 Where it is considered to have more than one source of supply, tender must clearly stipulate the basis of splitting the order.
- 9.1.10 Tender should clearly stipulate method of loading in case of non-technical deviation from tender condition.
- 9.1.11 Wherever price schedule format is attached along with tender document the bidder must submit his bid strictly according to the format. Efforts should be taken to ensure all tender documents has price schedule format.
- 9.1.12 Performance criteria, evaluation criteria, etc should be incorporated in the tender document in clear and unambiguous manner.
- 9.1.13 The tender must specify clearly the method of evaluation of L-1. L-1 will be considered in totality on the basis of net landed cost to the company (UCIL).
- 9.1.14 Purchase Preference Policy (PPP)-Extension of PPP for products and services by CPEs is to be followed as per Gol guidelines and same should be mentioned in the tender document.
- 9.1.15 Tender must mention concessions to MSME's as per Govt. guidelines from time to time.
- 9.1.16 In case of Global/Public/Limited Tenders due date shall not be postponed normally. However, if it is decided to extend the due date for any reasons, the postponement shall be intimated well in advance to all the tenderers. *Any change in the tender terms and conditions*, specifications or tender opening date etc. is to be notified to all the bidders and posted on web site (in case the original tender was published on web site), sufficiently in advance.
- 9.1.17 Bids submitted by related parties in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial and /or operating decision.



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9.2 SECRECY / CONFIDENTIALITY AGREEMENT

Signing of an 'secrecy/ confidentiality agreement' would be considered between UCIL and the bidders in case where UCIL is providing Drawings/ Design /flow sheet, analysis of beach sand reserve, equipment drawings, or any other information which UCIL feels are required to be protected in the interest of the company. Wherever applicable, the tender should stipulate clearly that the tenderer is required to enter into secrecy /confidentiality agreement with UCIL. A copy of the secrecy /confidentiality agreement is attached in Chapter 20.

9.3 DELETED

9.4 EARNEST MONEY DEPOSIT (EMD)

9.4.1 Earnest Money Deposit (EMD) is a deposit received from the tenderers in token of their earnestness in submitting their offer to undertake the supplies/works/services/consultancy contracts and conclude a contract if entrusted to them on the basis of their tender.

9.4.2 The amount of EMD shall be a fixed sum based on estimated value as given below.

9.4.3 EMD is to be remitted by way of 'demand draft' or 'bankers cheque' or 'BG' only in favour of Uranium Corporation of India Limited. No cash, MO, Fund Transfer etc is to be accepted.

Estimated Value of Supply/ Work (Rs.)	Amount of EMD (Rs.)
Up to 2,00,000/-	Nil
200,001/- to 5,00,000/-	5,000/-
5,00,001/- to 10,00,000/-	10,000/-
>10,00,000/-	1% of the estimated value subject to minimum of Rs 15,000/- and maximum of Rs 50,00,000/-



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EMD amount in rupee value is to be mentioned as a fixed amount in the tender and not as a percentage of the estimated cost

b. No interest is payable on the EMD.

9.4.4 EMD is liable to be forfeited if:

- a) The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
- b) The tenderer fails to accept the order when placed or fails to commence supplies/works after accepting the order.
- c) In case bidder submits false/fabricated documents.
- d) In case bidder fails to submit Security Deposit within 30 days of receipt of Work/Purchase Order.

9.4.5 Approval for exemption from remittance of EMD, if required shall be obtained prior to invitation of tender and the same to be notified in the tender document.

9.4.6 The offers received from tenderers without EMD and/or tender cost shall be summarily rejected except where exemption is provided in the tender.

9.4.7 Public Sector Undertakings, State Government Undertakings, may be exempted from payment of EMD with the approval of Competent Authority. MSME/Small Scale Industries (SSI) with current valid registration with State or Central Govt. shall be exempted from payment of EMD (after ensuring that the registration in case of SSI) pertains to the class of items/stores/works for which the tender is floated) by the authority competent to conclude supply/ contract orders.

9.4.8 In specific tenders where there may not be good response or for any other reasons, EMD can be waived with prior approval of competent authority before finalization of tender.

9.4.9 EMD may be adjusted against security deposit of the successful bidder. EMD of unsuccessful bidders and successful bidder where SD is not applicable should be returned immediately once the L1 bidder is decided.

9.4.10 In case where the EMD is provided in form of BG in the prescribed format to be attached with the tender, the BG shall



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be obtained from a scheduled /nationalized Bank. The genuineness of BG should be checked from the issuing bank.

- 9.4.11 In repetitive /routine works , Vendors may submit EMD in the form of Security Deposit . The vendors depositing security deposit EMD of Rs 50000/- shall be allowed to quote any number of works for works upto Rs. 10 lacs and Vendors depositing Rs 1 lacs shall be allowed quote any number of works for works upto 20 lacs , without submission of EMD . The EMD exemption shall be allowed as long as SD remains with the UCIL. In case of default by the bidder (when L1backs out) the 2 % of estimated cost shall be recovered from the security EMD lying with UCIL. In cases when L1 defaults in more than one works and when the recovery is more than SD, the recovery shall be effected from the other bills of the defaulter bidder. The vendors who don't want to submit Security Deposit shall also have an option of submitting work wise EMD @2 % of estimated cost.

CHAPTER-10

RECEIVING, OPENING AND CONSIDERATION OF TENDERS

10.1 RECEIVING-

E – Procurement tendering is to be followed for value above Rs 2,00,000= . E tender will be opened by Tender opening committee. The detailed procedure for E-Procurement will be issued separately . For recorded reasons CMD/Directors may relax the condition of E-Procurement above 2 lacs and may allow receipt of bids via Physical form .

In respect of tenders received in Physical form the following procedure shall be followed.

- 10.1.1 Tenders (including all received by post/ courier and personal delivery) shall be deposited in a locked tender box with two different locks or lock can be opened using two different keys. Two officers shall be nominated and each one will hold one key



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each. Nomination of officer in case of corporate office & units shall be done by concerned Director & Head of unit respectively. Tender receiving Committee members should maintain secrecy regarding the particular of the tender received and about the proceedings of the committee.

- 10.1.2 The tender box for receiving tenders shall be kept at a place easily accessible to the bidders. Name and designation of the nominated officers are to be displayed in front of entrance or reception where tenders are accepted/tender box is placed.
- 10.1.3 Normally the receipt of tender should be through tender boxes. In cases when it is unavoidable to submit the tenders by hand due to the bulky size of the tender documents, it is to be ensured that the names and designations of at least two officers are mentioned in the tender documents who shall receive the tender by hand as per the time schedule as mentioned therein. The information about these officers should also be displayed at the entrance/reception of the premises where the tenders are to be deposited so as to ensure a convenient approach for the bidders.
- 10.1.4 It is advisable that the bids received through fax /e-mail should not be considered. However, bids received through fax/e-mail for proprietary purchase may be considered subject to receipt of original documents before award of work.
- 10.1.5 Exercise of short listing qualifying firms must be completed prior to opening of price bids and the firms who are not meeting the qualification criteria after evaluation must be intimated along with return of un-opened price bid.
- 10.1.6 The Company reserves the right to reject any tender either in full or in part with suitable reasons properly recorded.
- 10.1.7 Similarly right of division of the work to the advantage of the Company can be exercised provided the same is mentioned in the original tender.

10.2 OPENING:

- 10.2.1 Wherever extension in the tender opening is done due to reasons like change in the specifications or on the basis of



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request of the vendors, it has been noticed that firstly, sufficient time to submit the bids as per the revised specifications and secondly, the intimation of tender opening extension is not being sent to all the bidders who had purchased the bidding documents. Also such notice of extension is also not being published in newspapers.

In order to give equal opportunity to all the bidders and to maintain sanctity of tendering system, it is of paramount importance that any change in the tender terms and conditions, specifications and tender opening date etc be notified to all bidders, sufficiently in advance of the revised tender opening date.

- 10.2.2 All tenders received within the prescribed time will be opened by the officers appointed for this task at the time stated in the tender notice. In cases where date of opening becomes a declared holiday, due date of tender opening should be next working day. Valid reasons for delay in opening of tenders beyond the due date should be recorded.
- 10.2.3 Tender opening committee shall comprise of two officials- one each from finance department and purchase/technical department. The committee shall be approved designation wise by the competent Authority for a particular period.
- 10.2.4 In case of public tender, in addition to tender opening committee, indenter or a representative from the indenting department duly authorized by the department head shall be a member of the committee
- 10.2.5 The tender box shall be opened only in the presence of all the nominated officers as mentioned above. A list comprising the details of all tenders found on the particular date and time of opening of the tender box including those tenders which are to be opened at a later date should be prepared by these officers. The tender box should be locked after keeping the tenders to be opened at a later date inside the tender box and only the tenders to be opened on that day should be taken out. The proceedings of tender box opening must be minuted in a register with pages duly numbered and certified by the Head of purchase department. The minutes must contain details of all tenders taken out and of those which were kept back again inside the tender box for opening at a later date.



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- 10.2.6 In respect of Global/Public Tenders/Limited Tenders, it should be ensured that bids of only those parties are to be considered who are eligible as per tender.
- 10.2.7 The tender opening date may be extended sufficiently in advance in case of change in specification /scope of work or on request of the prospective bidder with an intent to increase the response.
- Once the due date and time is over, date/time extension shall not be allowed irrespective of number of offers/bids received.
- Late tenders (tenders received after due date ,time & place) shall not be considered under any circumstances. In such cases tenders shall be processed based on the available response .
- In normal/routine/repetitive works having no ambiguity about eligibility criteria , the price bid be opened based on recommendations of committee (formed for deciding the eligibility) without referring to the accepting authority, and only in cases of ambiguity/doubt the file be sent to the approving authority for price bid opening.
- Once the price bid is opened the tender shall be decided on merits
- 10.2.8 In case any unsigned offer is received, written confirmation from the bidder for ascertaining genuineness of such bid should be taken without any change in price or commercial terms immediately by the Purchase Department / EIC /OIC. In case of refusal/no response within a specified time to sign the bid, UCIL reserves the right to forfeit the EMD, if any and/or reject the tender.
- 10.2.9 The notice inviting tender should invariably mention the date, time and place of opening of public tender. Even if no authorized representative of bidder is present during the time of opening of tender, the tender can be opened as per the specified date and time following normal procedures.
- 10.2.10 The bids/offers shall be initialled and dated by all the officers of tender opening committee, in all pages of the original quotation,



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including in places where there are over writings/erases or alterations for the purpose of identification/authentication.

- 10.2.11 A register for the opening of tenders shall be maintained by the Purchase department. The names of the parties, short description of supply / work, remittance of EMD, tender cost, estimated cost and the total tender amount shall be recorded in it. In case the bidder has not given the total value, unit rate quoted by the bidder shall be considered and mentioned in the tender register. The register folio shall be signed by the members of the tender opening committee. Head of purchase department / EIC/OIC should ensure this.
- 10.2.12 The basic contents of tenders, like price, rate, description, taxes, and duties etc. affecting the technical/commercial nature of the bid will be read out to the representatives of the tenderer present at the time of opening of public tender.
- 10.2.13 Any relaxation on submission of samples/ analysis report for existing suppliers must be mentioned in tender itself.
- 10.2.14 Tender Committee/WTC/SPC constituted by competent authority has to give an undertaking that none of them/ their close relatives has any personal interest in the companies/agencies participating in the tender so as to have transparency in tendering process.

10.3 COMPARATIVE STATEMENT OF PRICE BIDS

- 10.3.1 A comparative statement (CS) of tenders is to be prepared by purchase department/Indenting department irrespective of its value. CS should reflect the value of material on FOR-Destination basis (ie Landed Cost basis) In other words including all taxes, duties, levies, cess, packing & forwarding, insurance, transportation, etc. shall be considered for determination of net landed cost. The evaluation of bid shall be on the basis of net landed cost / net cost to the company in total.

If a firm quotes overall bid with Nil consideration other than reimbursable amount if any, the same shall be considered as null and void. It requires to be mentioned in the tender.



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In case of discrepancy in rates in figures and words the following criteria shall be adopted

- a) In the case of item Rate Tenders, only rates quoted shall be considered.
- b) Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct.
- c) Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s) then rate for such item(s) will be considered as zero

10.3.2 Right of division of the work among various tenderers to the advantage of the company can be exercised provided the basis of splitting/division of works is mentioned in the tender document.

10.3.3 In case the schedule of payment is different from that in tender, suitable loading at appropriate interest rate should be done while preparing the CS. The rate of interest to be charged should be mentioned in the tender. The CS along with quotations received is to be sent to the Indenter for evaluation of the offers

10.3.4 Purchase department should only make a comparative statement on the basis of landed cost including applicable taxes, duties, transportation charges etc without stating the L-1 status. Indenter after examining the technical capability of offers shall certify the L-1 status



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- 10.3.5 Indenter shall recommend the technically acceptable offer and certify about the reasonableness of prices.
- 10.3.6 There will be no post-tender negotiations even with L-1, except in certain exceptional situations. Such exceptional situations would include procurement of proprietary items, items with limited sources of supply and items where there is suspicion of a cartel formation. The justification and details of such negotiations should be duly recorded and documented without any loss of time.
- 10.3.7 In cases where a decision is taken to go for re-tendering due to the unreasonableness of the quoted rates, but the requirements are urgent and a re-tender for the entire requirement would delay the availability of the item, thus jeopardizing the essential operations, maintenance and safety, negotiations would be permitted with L-1 bidder(s) for the supply of a bare minimum quantity. The balance quantity should, however, be procured expeditiously through a re-tender, following the normal tendering process.
- In case of huge discrepancy between technically correct L1 and invalid L1 the option of retendering may be explored. If retendering is not possible, the Pros and Cons to be recorded and judicious decision may be taken accordingly.
- 10.3.8 Negotiations will not be allowed to be misused as a tool for bargaining with L-1 with dubious intentions or lead to delays in decision-making. Convincing reasons must be recorded by the authority recommending negotiations. In cases where the proposal is to be approved at higher levels, a maximum of 15 days should be assigned for clearance at each level. In no case should the overall time frame exceed the validity period of the tender and it should be ensured that tenders are invariably finalized within their validity period.
- 10.3.9 If it is intended that the quantity is to be procured from more than one source, then the quantity being finally ordered should be distributed among the other bidders in a manner that is fair, transparent and the basis of splitting shall be mentioned in the tender document itself. It is essentially in cases where the organizations decide in advance to have more than one source



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of supply (due to critical or vital nature of the item) pre-disclosing the ratio of splitting the supply in the tender must be followed scrupulously.

- 10.3.10 In case of splitting the order it should be ensured that L2 should agree during negotiation to supply the quantity at L1 rate only. If L2 does not agree, in that circumstances L3 may be called for negotiation with the conditions that L3 should supply the quantity at L1 rate only and so on.
- 10.3.11 Counter-offers to L-1, in order to arrive at an acceptable price, shall amount to negotiations. However, any counter-offer thereafter to L-2, L-3, etc., (at the rates accepted by L-1) in case of splitting of quantities, as pre-disclosed in the tender, shall not be deemed to be a negotiation.
- 10.3.12 In case L-1 backs out, there should be a re-tender. (EMD will be forfeited)
- 10.3.13 Post tender negotiation may be held with the H1 party when sale of material is to be done.
- 10.3.14 All proposals exceeding Rs. 2,00,000/- in case of production items and proposals exceeding Rs.1,00,000/- in case of non production item shall be put up to WTC/ SPC/PRC after clearance by Internal Audit before such proposal is put up to competent authority for approval. Units/HO should record the minutes of SPC as per prescribed format.
- 10.3.15 Items related to production are those which has direct impact on production i.e. items like F.O, diesel, chemicals, product bags, spares/ equipments/ instruments/ AMCs, etc
- 10.3.16 Some of the items which are not related to production comprises of office equipments/ stationeries, toiletries, guest house related items, housekeeping materials, computer & peripherals, etc. The above list is only illustrative in nature and not exhaustive
- 10.3.17 The WTC/ SPC/PRC (with due consideration of Internal Audit remarks) will recommend for clearance to competent authority for approval and placement of purchase order/ work order.
- 10.3.18 The Chairman of SPC/ WTC/PRC shall be nominated by the head of the unit and preferably an officer immediately below the rank of head of the unit.



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- 10.3.19 The unit SPC/ WTC/PRC shall be constituted by head of the unit (in case of unit) or Competent Authority (in case of HO) and it shall consist of permanent members from central stores, purchase, technical department, finance with concerned indenter as an invitee. Member from purchase department will act as convener of SPC/PRC.
- 10.3.20 SPC/ PRC/WTC while recommending the proposal will take note of the recommendations made by the indenter and observations of internal audit, P.Q. criteria and its compliance, eligibility of bidders etc.
- 10.3.21 The SPC/ PRC/WTC shall recommend placement of PO/WO on selected vendor exercising due diligence based on all facts on record such as stock available in stores, disposal of defunct assets, overall economy of operation and maximum utilization of assets including technical/financial competency of the tenderer before final selection.
- 10.3.22 The purchase department shall put up the file to competent authority for approval along with SPC/PRC recommendations with a brief note on any specific deviation mentioned by SPC /PRC and / or audit requiring the attention & approval of the approving authority.

10.4 APPROVALS:

- 10.4.1 All purchase / works requirements are to be properly assessed in accordance with the requirement and are to be formally approved by the competent authority as per the delegation of power in force.
- 10.4.2 Approval shall be accorded for capital / revenue items based on the estimates and availability of budgetary provision by the competent authority according to the delegation of powers. The request for administrative approval for capital /revenue items shall be made in the appropriate format.
- 10.4.3 In case budget provision is not available, depending on the nature and exigencies of the work, EIC/ OIC should seek approval for appropriation of budget from the competent authority as per delegation of power before proceeding further on such proposals. Such revisions in budget shall be intimated



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to unit finance department for necessary incorporation in budget.

10.5 ESCALATION

10.5.1 In case of supply/works having delivery period of within a year (12 months) contract should be concluded with firm and fixed price and is not subject to any escalation. In special cases where price fluctuation is expected to be wide , the period may be kept shorter than 12 months with the approval of the competent authority. However, only statutory variation limited to duties, taxes, revision of prices under Administrative Price Mechanism (APM) and minimum wages are considered for adjustment in contract price provided the tender has such provision clearly indicating the weightage given to each component. In other words escalation formula needs to be mentioned in the tender document.

10.5.2 However, for calculating escalation, the price prevailing on the date of opening of price bid shall be taken as base price. Tender should also stipulate basis of determination of base price i.e. location and source of supply.

10.5.3 Escalation should be calculated, based on notified fair wages and in the absence of which consumer price index for labour would be applicable. Market rate for cement and steel, Government approved price of bitumen & POL, Whole sale price index for other materials should also be taken into consideration as & when required.

10.5.4 Benefits due to reduction in rates to be passed on to UCIL

10.6 Time limit for processing tenders by units /HO

Activity	Tender within the power of Corporate office
Opening of techno-commercial bid	1 day ie Last day of submission
Evaluation of techno-commercial bid and taking decision about opening of financial bid	20 working days
Intimation to the bidders reg. opening of price bid	5 working days
Opening of financial bid preparation of CS and Evaluation by committee	15 working days
Scrutiny by audit	5 working days
Address to query from Audit and subsequent clearance by audit	5 working days



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<i>Approval by the competent authority</i>	<i>3 working days</i>
<i>Issue of order</i>	<i>1 Working day</i>
<i>Total time taken</i>	<i>55 working days</i>

10.7 Time limit for processing tenders requiring approval of C&MD

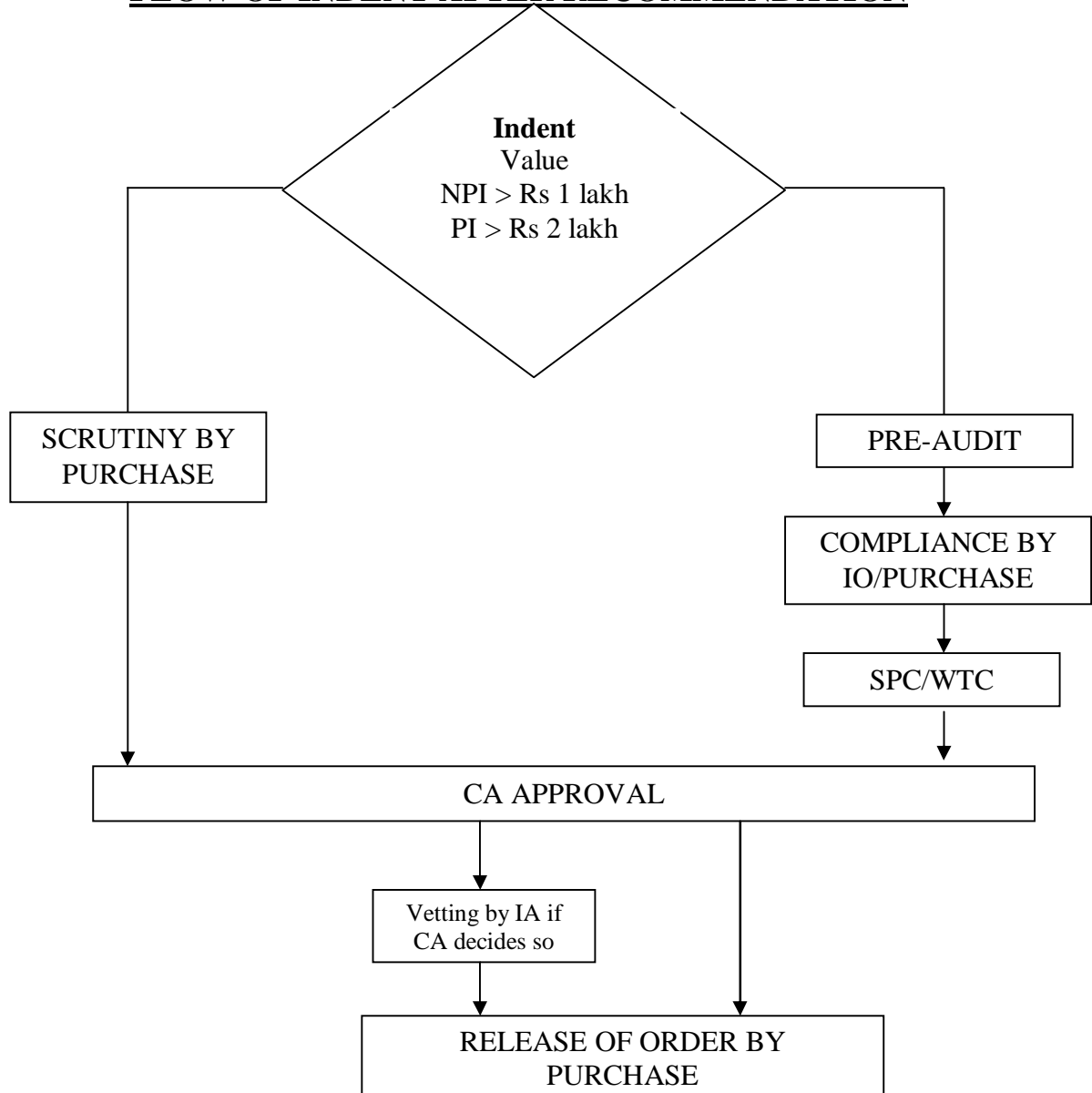
<i>Activity</i>	<i>Tender to be accepted by Unit Head</i>
<i>Opening of techno-commercial bid</i>	<i>1 day ie Last day of submission</i>
<i>Evaluation of techno-commercial bid and taking decision about opening of financial bid</i>	<i>20 working days</i>
<i>Intimation to the bidders reg. opening of price bid</i>	<i>5 working days</i>
<i>Opening of financial bid preparation of CS and Evaluation by committee</i>	<i>15 working days</i>
<i>Making report and sending bid to CO along with recommendations by unit Head</i>	<i>5 working days</i>
<i>Scrutiny by audit at CO</i>	<i>5 working days</i>
<i>Address to query from Audit by the Unit and subsequent clearance by audit</i>	<i>10 working days including transit time</i>
<i>Approval by the competent authority</i>	<i>4 working days</i>
<i>Issue of order</i>	<i>2 Working day</i>
<i>Total time taken</i>	<i>67 working days</i>



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FLOW OF INDENT AFTER RECOMMENDATION



NPI : Non Production Items

PI : Production Items

CA : Competent Authority

IO : Indenting Officer, *IA*-Internal Audit

SPC : Stores Purchase Committee

WTC : Works Tender Committee



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CHAPTER-11

- 11.0 SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE & RETENTION MONEY**
- 11.1 SECURITY DEPOSIT & PERFORMANCE BANK GUARANTEE**
- 11.1.1 Security deposit (SD) shall be uniformly levied @ 5% of contract value towards satisfactory completion of the order/works as under :
- a) For works contract (including composite contracts of supply and works) valued more than Rs.50,000/-.
- b) For supply contract valued more than Rs.5 lakhs.
- 11.1.2 In exceptional cases waiver of SD shall be approved by Competent Authority - Unit head /Competent Authority at HO as the case may be after recording the reasons for such waiver.
- 11.1.3 SD should be submitted in the form of demand draft/ bankers cheque/BG within 30 days of receipt of letter of acceptance or commencement of work at site whichever is earlier to materials department/ IEC/OIC
- 11.1.4 Public Sector Undertakings, State Government undertakings, MSME/Small Scale Industries with current valid registration with State or Central Government ensuring that the registration (in case of SSI) pertains to class of items/stores/works for which the tender is floated, may be exempted from payment of SD which shall be specifically mentioned in the tender document itself.
- 11.1.5 Materials department / EIC/OIC should immediately forward the SD to finance department for necessary action under intimation to EIC/ OIC.
- 11.1.6 In exceptional cases of work contracts, the approving authority may consider recovering balance SD (in addition to EMD if it is given not in BG form) amount from 1st running bill of the contractor which shall be specifically mentioned in the tender document itself.
- 11.1.7 EMD may be adjusted towards SD. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee



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is to be submitted towards SD in the prescribed format to be attached with order.

- 11.1.8 BG format for security deposit and performance guarantee is attached in Chapter-20.
- 11.1.9 The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/work order.
- 11.1.10 In certain purchase orders security deposit may be insisted to ensure that supply is effected by the party according to the purchase terms. In other cases, SD may be recovered while releasing the first payment to the party in case the same is not deposited by the supplier.
- 11.1.11 Supplier/ Contractor is also permitted to furnish BG in favour of Uranium Corporation of India Ltd in the prescribed format towards security deposit.
- 11.1.12 Additional amount of SD due to enhancement in scope of work is also to be obtained.
- 11.1.13 A register for the receipt, refund, forfeiture of these deposits shall be maintained by the finance department.

11.2 RETENTION MONEY

In contract, where payment is made on progressive billing of supply made/ work executed, 5% of the bill value is to be retained at the time of making payment towards rectification/defective work/supply made as retention money and be treated as Security Deposit.

11.3 SECURITY DEPOSIT & RETENTION MONEY

The total SD and retention money together towards performance guarantee shall not exceed 10% of contract value.

11.4 REFUND OF SECURITY DEPOSIT & RETENTION MONEY

- 11.4.1 Before releasing SD or retention money in respect of supplies/works, a “No Due Certificate” shall be issued by EIC/OIC duly countersigned by head of the department after



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ensuring that no amounts are recoverable from the supplier/contractor.

11.4.2 EIC/OIC shall recommend release of SD and retention money after compliance by the contractor towards guarantee/warranty/performance guarantee & other related clauses as stipulated in the purchase/work order and on submission of formal claim by supplier/contractor.

11.4.3 On receipt of “no dues certificate” from EIC/OIC, SD or retention money retained in the form of B.G and/ or cash may be refunded at the earliest, if the contractor is not liable to pay any money to UCIL under any other contract.

11.5 FORFEITURE OF SD & RETENTION MONEY

The SD & retention money shall stand forfeited in favour of UCIL, without any further notice to the contractor in the following circumstances:

11.5.1 In case of any failure whatsoever on the part of the contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.

11.5.2 If the contractor indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of UCIL.

11.5.3 Conditions under which SD/Retention money will be forfeited, shall be clearly stipulated in the tender.



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CHAPTER-12

12.0 GENERAL CONDITIONS OF PURCHASE ORDERS & WORKS CONTRACT

12.1 Purchase Order/ work order to be specific on the following points :-

- 12.1.1 Description of items.
- 12.1.2 Rate, Value of order.
- 12.1.3 Delivery schedule/ Completion Schedule.
- 12.1.4 Insurance.
- 12.1.5 Security Deposit & retention money.
- 12.1.6 Performance guarantee.
- 12.1.7 Payment terms.
- 12.1.8 Dispatch instructions.
- 12.1.9 Penalty/ Bonus clause.
- 12.1.10 Liquidated damage.
- 12.1.11 Other points related to statutory obligations, safety procedures, PF registration of workman of the contractor.

12.2 PAYMENT TERMS:-

- 12.2.1 Standard payment terms should be within 30 days from the date of receipt and acceptance of material in case of supply order and 30 days from the date of submission of bill by the contractor (subject to acceptance) in case of works contract/service contracts.
- 12.2.2 Satisfactory proof of inspection and acceptance either prior to dispatch and / or at UCIL stores may be insisted upon before release of payment. In case of reputed parties and where the value of order is small or proprietary in nature proof of inspection may be dispensed with after taking proper approval.
- 12.2.3 In case if purchase order is F.O.R. destination, 100% advance payment should not be agreed as far as feasible.
- 12.2.4 If 100% payment is accepted against dispatch documents, the reasons for the same must be recorded.



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12.3 ADVANCE PAYMENT

- 12.3.1 Advance payment against collateral guarantee
- 12.3.2 Normally no advance payment shall be agreed. However, advance payments against B.G for equivalent amount and payment against dispatch documents quoted by firm may be accepted only in respect of reputed firms/parties having established track record with the Company.
- 12.3.3 Any advance payments to suppliers shall be made only after receipt of an unconditional irrevocable Bank Guarantee for equivalent amount from a nationalized Bank (in case of indigenous suppliers) or from an international Bank of repute (in case of foreign supplier).Copies of BG for advance payment is attached in Chapter-20.
- 12.3.4 In cases of purchases of Steel/FO/HSD/POL/coal/leco fines/other items, consultancy services & other services from State/Central Government organizations/PSUs, advance payment against proforma invoice is allowed subject to approval of competent authority.
- 12.3.5 Advance payment to foreign supplier shall only be considered against opening of irrevocable LC .in favour of the beneficiary (the seller / the supplier) in lieu of BG. Confirmation charges should normally be at the suppliers' cost else, approval of Competent Authority is to be obtained.
- 12.3.6 Advance payment against corporate guarantee/ local bank LC may be considered in cases where party does not agree for advance payment against BG. This is to be done only under exceptional circumstances with approval of CMD through D (F).
- 12.3.7 However, in cases of offers received with condition of advance payment, the comparison of rates shall be carried out by appropriately loading interest on advance to arrive at L1 rate. Method of loading interest on advance payment to arrive L1 status is to be clearly stated in tender.

12.4 MOBILIZATION ADVANCE



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Payment of mobilization advance should be made only in cases of selected works. Payment of interest free advance is in contravention of the CVC guidelines.

12.4.1 INTEREST BEARING MOBILIZATION ADVANCE

12.4.1.1 Before recommending payment of mobilization advance adequate steps should be taken to ensure that supplier/contractor is not drawing undue benefit from release of such mobilization advance payment. Mobilization advance should be for selected supplies/works only. BG format for payment of mobilization advance is attached in Chapter-20.

12.4.1.2 Approval for interest bearing mobilization advance rests with CMD. Therefore, all proposals irrespective of value having provision of payment of mobilization advance is required to be approved by CMD and such proposal should come through D(T)/D(F) to CMD. Further it is governed by following conditions:-

- a) Mobilization advance should be need based and recovered in a time bound manner and independent of work progress/project milestone.
- b) Preferably, mobilization advance should be given in installments and subsequent installments should be released after getting satisfactory utilization certificate from the contractor for the earlier installments.
- c) Part 'Bank Guarantees' (BGs) against the mobilization advance should be taken in as many numbers as the proposed recovery installments and should be equivalent to the amount of each installment.
- d) The Bank Guarantee etc. taken towards security of 'Mobilization advance' should be at least 110% of the advance so as to enable recovery of not only principal amount but also the interest portion, if so required.
- e) The mobilization advance should not be paid in less than two installments except in special circumstances for the reasons to be recorded.
- f) Interest for mobilization advance shall be charged at 12% per annum (simple interest).



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- g) There should be a clear stipulation of interest to be charged on delayed recoveries either due to late submission of bill by the contractor or any other reason besides the reason giving rise to the encashment of BG.
- h) The amount of mobilization advance, interest to be charged, if any, its recovery schedule and any other relevant detail should be explicitly stipulated in the tender document.

12.4.2 MOBILIZATION ADVANCE WITHOUT INTEREST

Decision to stipulate interest free mobilization advance in the tender document rest at the level of Board (with concurrence of finance against submission of BG from nationalized bank in case of Indian party and bank of repute in case of a foreign party).

A clause in the tender enquiry and the contract of cases providing for interest free mobilization advances may be stipulated that if the contract is terminated due to default of contractor, the 'Mobilization advance' would be deemed as interest bearing advance at an interest rate of 12% per annum.

12.5 PROCEDURE TO BE FOLLOWED REGARDING BGs

- 12.5.1 Copy of proper prescribed format on which BGs are accepted from the contractors should be enclosed with the tender document and it should be verified with original document.
- 12.5.2 It should be insisted upon the contractors, suppliers etc. that BGs to be submitted by them should be sent to organization directly by issuing bank under Registered Post (A.D.)/ Speed Post
- 12.5.3 In exceptional cases, where the BGs are received through the contractors, suppliers etc., the issuing branch should be requested to immediately send by Registered Post (A.D.)/ Speed Post an unstamped duplicate copy of the guarantee directly to the organization with a covering letter to compare with the original BGs and confirm that it is in order.
- 12.5.4 As an additional measure of abundant precaution, all BGs should be independently verified by the units with respective issuing branch of the bank.



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12.5.5 In each unit, one officer should be specifically designated with responsibility for verification, timely renewal and timely encashment of BGs.

12.6 DELIVERY / COMPLETION SCHEDULE

12.6.1 Time is the essence of order/ contract and this fact shall be mentioned clearly in the tender/purchase order/ contract. Any extension thereto shall always be with reservation of company's rights to levy liquidated damage and shall be with a provision that no price increase shall be applicable beyond the original completion period.

12.6.2 The period of delivery of the ordered goods and completion of any allied service(s) thereof viz. installation and commissioning of the equipment, operators training etc. are to be properly specified in the contract with definite time schedules and the same shall be deemed to be essence of the contract. Expressions such as "immediate, ex-stock, as early as possible, off the shelf etc." must not be used to indicate the contractual delivery period.

12.7 LIQUIDATED DAMAGES (LD)

12.7.1 Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part thereof on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract (excluding Taxes and Duties).

12.7.2 Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD is to be imposed on total value, in such cases.

12.7.3 If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work or group of items of work (excluding Taxes and Duties)which are completed beyond the agreed contract period. This aspect should be brought out in the tender document.

12.7.4 If it is equally applicable to import orders then suitable provision to this effect has to be made in the order and L.C.



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12.7.5 For the portion of delay which is attributable to UCIL / force majeure or to the supplier / contractor, the case shall be dealt with as follows :

A. Delay attributable to UCIL / Force majeure

LD	Not Applicable
Taxes & Duties	Any increase in taxes and duties on account of statutory increase, fresh imposition of any duty or taxes which take place during such extended period shall be admissible.
Price Variation	Price variation , if indicated in the Work Order/ Purchase Order , shall be applicable during such extended period

B. Delay attributable to Supplier / Contractor

LD	Applicable
Taxes & Duties	Increase / fresh imposition of taxes and duties during the extended period will be to the account of the supplier/contractor. Any decrease in taxes and duties during the extended period will be availed by UCIL
Price Variation	Price variation,if indicated in the contract will be applicable for the work performed within the scheduled period of contract. For work executed during the extended delivery period, the rates as prevailing on the last day of the scheduled contract period only may be paid. De-escalation / reduction, if any, which takes place, shall have to be passed on to UCIL

12.7.6 All the proposals for waiver of LD shall be vetted by concerned SPC/WTC.



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12.7.7 The Unit heads are authorized to waive LD arising out of POs/WOs issued under their delegated powers.

12.7.8 In all other cases approval for waiver of LD shall be accorded by CMD and proposal need to be sent through D (T)/D (F).

12.8 PENALTY/ BONUS

12.8.1 Penalty/ bonus clause may be incorporated in cases deemed necessary and not as a matter of routine, so as to develop a feeling of urgency in the supplier/contractor for earlier completion of the supply/work. CMD's approval is required for incorporating bonus clause in the tender document.

12.9 PLACE OF DELIVERY, MODE OF DELIVERY ETC

12.9.1 These details shall be clearly indicated in order to avoid any ambiguity and subsequent delays.

12.9.2 The charges for freight, handling, packing & forwarding etc. shall be fixed before release of order. Wherever possible documentary evidence shall be stipulated in the purchase order / work order.

12.10 VARIATIONS/DEVIATION/AMENDMENTS:-

12.10.1 Every item of purchase/ works contracts may be planned and designed in detail before the purchase/work order is finalized so that deviation in orders during the progress of supply/work are avoided as far as possible.

12.10.2 In respect of supplies, the technical specifications and quantities shall be finalized before placement of order.

12.10.3 While sanctioning additional quantity, and /or deletion of any item, and/or reduction in any quantity, it shall be ensured that same does not contravene the decision regarding the selection of tenderer in the first instance and the selected bidder continues to be lowest.

12.10.4 Instead of item wise deviation, over all deviation will be considered while working out amount.



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Upto 10% variation in the execution of works contracts/projects/purchase order of the total works contract/project value for sanctioned contract/ project/order value is allowed without issue of amendment/ revision in the work order.

All minus side overall deviations beyond 10% irrespective of the value of work, shall be approved by Competent Authority.

Approval of Competent Authority shall be required if the overall plus side deviation exceed the prescribed limit of 10% of the total work/order/project value.

12.11 INSPECTION & DISCREPANCIES

12.11.1 Normally inspection of stores and equipments will be made after receipt of the material at site. Inspection shall be made by representative of the concerned department, who has been authorized to carry out the inspection.

12.11.2 However, in case of items of complex technical nature, high value items or items for which there is no third party approval or item for which any kind of advance payment is being made or in any other case where it is felt necessary, pre-dispatch inspection may be stipulated in the order. Such pre-dispatch inspection may be carried out by an inspection officer nominated by company.

12.11.3 All store/spares/equipment shall be accepted after inspection in the central stores. Central stores will put up all cases pertaining to the respective department for inspection with comments obtained from supplier's challan if any.

12.11.4 Discrepancies shall be carefully raised and avoid raising Discrepancy report where the value of such discrepancy is minimal. All discrepancies should be raised and followed by central stores till they are finally settled.

12.11.5 Supplier's bills will be paid after deducting the estimated cost of discrepancy as intimated by the central stores. No store once rejected will be accepted without written concurrence of the head of the unit/D (T)/CMD as the case may be.



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12.11.6 Discrepancies shall be carefully raised. All discrepancies should be raised and followed by central stores till they are finally settled.

12.12 PAYMENT OF BILLS:-

12.12.1 Payment against Purchase/Work/Service/Consultancy shall be released by the units finance department as per the mode and terms & conditions stipulated in the purchase orders/work orders/Service contracts/ Consultancy contracts. Bills / Invoices from the party for payment against purchase orders/work orders/Service contracts/Consultancy contracts shall be received in finance department for payment after due certification from indenter and stores.

12.12.2 In case of work order/service contract the contractor shall submit the invoice/bill in duplicate to EIC/OIC, who shall verify invoice/bills as per terms and conditions stipulated in the work order/service contract and recommend for payment after making necessary deductions according to order. Complete details of payments recommended shall be entered in the Measurement Book (MB). All the payments recommended should be forwarded through Head of the department / Sectional Head to Finance Department for necessary action after due verification by internal audit.

12.12.3 The officer concerned in finance department to verify the bills/invoices with reference to orders, amendments, receipt vouchers, and other relevant records/communications. The payment will be released after bill is duly certified and recommended by EIC/OIC.

12.12.4 Officer concerned of finance department is to ensure that prescribed certificates relating to ED, Sales Tax, Free Issue Materials supplied by the department, B.G. for advance payment, SD, performance bond and any other documents essential for releasing payment are available before payment is released.

12.12.5 Officer concerned of finance department to check the Letter of Credit for foreign suppliers are opened as per order terms. Documents are to be returned/ retired in time to avoid demurrage payment.



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- 12.12.6 Contractor is to submit final bill within 40 days of issue of defects liability certificate. EIC/ OIC to check the bill within 20 days after its receipt and return the bill to contractor for corrections, if any.
- 12.12.7 The Contractor is to re-submit the bill, with corrections within 20 days of its return by the EIC/ OIC. The re-submitted bill is to be checked and payment shall be made within 30 days of its receipt.
- 12.12.8 Unnecessary delay in payment to contractors and suppliers bills is to be avoided. There should be monthly display of bills received for payments and bills settled suitably in Company's website for bills valuing more than Rs. 1.00 lakh, by the finance department.

12.13 FORCE MAJEURE:

- 12.13.1 Force majeure is an event beyond the control of supplier/contractor and not involving the supplier's/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.
- 12.13.2 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.
- 12.13.3 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.



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12.13.4 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.

12.14 GENERAL CONDITIONS OF THE CONTRACT (GCOC)

This document shall accompany and be a part of the contract entered into between the Uranium Corporation of India Limited and the contractor for formulation of purchase orders and/or work contracts.

The purpose of this document is to establish general conditions for the contract which shall be binding upon the contractor.

General conditions of Purchase Contract & Works contract are separate as per Annexure II A for Works Contract and Annexure II B for Purchase Contract

Table of Clauses

Clause No.	Topic
1	Definition of Terms
2	Contract
3	Standards
4	Scope of order & Specifications
5	Inspection of Site
6	Assignment and Subletting
7	Prices
8	Taxes, duties & levies
9	Performance test
10	Alteration of specifications, patterns & drawings



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11	Correspondence
12	Accident or injury to workmen
13	Compliance with Statutory and other regulations
14	Security regulations
15	Method of blacklisting vendors
16	Secrecy
17	Indemnity
18	Death, Bankruptcy etc.
19	Arbitration
20	Jurisdiction
21	Ethics in tendering & other business dealings

A detail description of above clauses is attached as Annexure-I.



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CHAPTER-13

13.0 ISSUE OF ORDERS

- 13.1 No supplies shall commence without a Purchase Order / Work Order and no work/service/consultancy shall be entrusted for execution without a contract signed by the competent authority as per the delegation of powers.
- 13.2 The supply order / work order/service contract/consultancy contract/rate contract shall be issued within the validity period as per tender. An order issued after the expiry of the validity period does not constitute the same as valid legal contract unless the period of validity had been got extended on the same price and terms and conditions.
- 13.3 Purchase order/ work order/service contract/consultancy contract/rate contract are important documents, which are legally binding on both the parties when accepted.
- 13.4 A register of supply orders/work orders/service contract/consultancy contract/rate contract may be opened to enable the issuing department to follow up the orders till their completion. The order acknowledgement / acceptance shall be ensured within a reasonable time stipulated in the POWO so that the supplier/ contractor shall not qualify his acceptance in any manner detrimental to the interest of the Company.
- 13.5 The terms of the purchase order/work order/service contract/consultancy contract/rate contract shall be precise and definite and there must be no room for ambiguity or misconception therein. Purchase order/ work order involving an uncertain liability, or with any condition of an unusual character should be avoided. The terms of the purchase order/ work order once entered into shall not be materially varied or waived without consent of the competent authority and issue of proper amendments.
- 13.6 Purchase order/work order/service contract/consultancy contract/rate contract can be signed and issued by Head of the materials department after the same is approved by competent authority irrespective of the value.



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13.7 All purchase order/work order/service contract/consultancy contract/ rate contract shall be serially numbered for revenue and capital items separately. The contract entered with MSME should have separate serial numbers for revenue and capital items.

13.8 All purchase order/work order/service contract/consultancy contract/ rate contract must contain the name and designation of the Engineer In charge (EIC)/ Officer In charge (OIC).

13.9 **DISTRIBUTION OF ORDER COPIES:**

Purchase order/work order/service contract/consultancy contract/ rate contract copies need to be sent to Finance department, central stores, and indenter, apart from sending original and other copy to vendor and retaining a copy in the file. Copy forwarded to finance department should have the endorsement of internal audit section wherever applicable.

However, unit may further decide the requirement about number of copies and its distribution, depending upon the need.



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CHAPTER-14

14.0 ORDERS WITHOUT TENDERING

14.1 REPEAT ORDER

14.1.1 For meeting increased requirements which were not foreseen at the time of placement of orders, fresh enquiries may be dispensed with and repeat orders may be placed on the same party for the same item and on the same terms and conditions, provided a period of 12 months is not lapsed from the date of issue of original order. Such repeat orders can however, be placed only if :-

- a. The original purchase order/work order/service contract/consultancy contract/ rate contract was placed on the basis of a lowest technically acceptable offer and was not on delivery preference.
- b. The requirement is for stores/works of identical description.
- c. The supplier/ contractor concerned are willing to accept a purchase order on identical items and conditions.
- d. There is no downward trend of the prices/ rates since the original purchase order/work order/service contract/consultancy contract/ rate contract was placed which is to be certified by purchase in charge.
- e. Efforts are made to obtain a suitable rebate from the supplier/contractor concerned for the increase in quantity and the results of the efforts are recorded in writing before repeat order is released.
- f. The quantity to be purchased/ work/ service to be executed on repeat order basis does not exceed 100% of the quantity of the original purchase order/work order/service contract/consultancy contract/ rate contract.

14.2 In case tender has the provision for extending the purchase order/work order/service contract/consultancy contract/ rate



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contract at the discretion of UCIL, the same shall not fall under the ambit of repeat order and in such situation fresh approval of head office is not required in case the authority has already approved such extension while releasing the original order.

14.3 RATE CONTRACTS FOR SUPPLIES/ WORKS

14.3.1 In respect of store for which there is regular and recurring demand, the price of which is not subject to appreciable fluctuation and in cases of common user items required by the Projects/Units, the Unit shall conclude, rate or running contracts based on appropriate tendering method for an appropriate period preferably for one year indicating the estimated quantity. Option to extend rate contracts valid for more than one year, if any, should be mentioned in the tender.

14.3.2 Purchase of Furnace oil/petrol/diesel/lubricants/steel can be finalized directly from respective PSU as the case may be without inviting tenders based on ruling prices, ensuring best possible discount and after approval of competent authority as per delegation of power. In case unit feels that adopting normal purchase procedure is in the interest of the company the same shall be followed.

14.3.3 As far as possible, rate contracts shall be entered into with manufacturers directly or with their authorized representative.

14.4 CASH PURCHASES

Petty cash purchases may be done by the purchase Head directly without approval of Competent Authority/Unit Head as per delegation of financial power. The purchase head/ User Department shall send the monthly report of such purchases to the Competent Authority /Unit head to keep him apprise of the Purchases made by him. Further Petty purchases up to Rs 20000/- may also be done online by purchase/user Department from retailer portal ie Flipkart, Snapdeal , Jabong, Amazon etc. with Cash on delivery as the payment option(If COD is not there then other mode of payment can be selected) . In such purchases the online quotation from the retailer portal may also be taken as a base.



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For all cash purchases, certificate in the following format is to be recorded by the department purchasing.

“I,, am personally satisfied that these goods purchased are of the requisite quantity and specification and have been purchased from a reliable supplier at a reasonable price.”.

CHAPTER-15

Selection of consultants

15.1 Methods of Selection:

The selection of consultant shall follow any of the following methods; as considered appropriate:

- a. Quality and Cost Based Selection (QCBS): Under normal circumstances, this method of evaluation shall be used.
- b. Combined Quality Cum Cost Based System (CQCCBS): This method of selection shall be used for highly technical projects where weightage needs to be given to higher technical standards, while finalizing the prices.
- c. Quality Based Selection (QBS): This method of selection may be used under the following circumstances:
 - (i) the outcome of the assignment will have high impact and hence it is essential to engage most qualified consultant.
 - (ii) the assignment is very complex or highly specialized where it is difficult to define scope of work with accuracy.
- d. Cost Based Selection (CBS): This method of selection may be used for assignment where any experienced consultant can deliver the services without requirement of specific expertise and cost of assignment shall not exceed Rs.10 lakhs.

15.2 Selection Process:

15.2.1 Selection of consultants in a two stage process:

The first stage is inviting Expression of Interest (EOI) through advertisement to identify the likely sources on the basis of formal or



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informal enquiries where there is no known sources. On the basis of responses received, consultants meeting the requirement will be short listed for further consideration. In the second stage, the short-listed consultant will be invited to submit Request for Proposals or RFP. The consultant shall be selected based on evaluation of their Technical and Financial bids. The selection process should include the following steps:

- (i) preparation of Terms of Reference (TOR);
- (ii) preparation of cost estimate and the budget;
- (iii) preparation and issuance of the Request for Proposals (RFP);
- (iv) pre-bid meeting;
- (v) receipt of proposals;
- (vi) Evaluation of proposals;
 - (a) evaluation of technical proposals- consideration of quality;
 - (b) evaluation of financial proposal;
- (vii) negotiations with the selected consultant, if required
- (viii) award of the contract to the selected firm.

15.2.1.1 Terms of Reference (TOR):

TOR shall be prepared by those who have sufficient knowledge and experience in the area of the assignment. If the required experience is not available in-house, the task of preparation of the TOR can also be assigned to experienced consultants.

The TOR shall include:

- i) Purpose/ objective of the assignment;
- ii) Detailed scope of work;
- iii) Expected input of key professionals (number of experts, kind of expertise required);
- iv) Proposed schedule for completing the assignment;
- v) Reports/deliverables required from the consultant.
- vi) Background material, records of previous surveys etc. available and to be provided to the consultant
- vii) Facilities such as local conveyance, office space, secretarial assistance etc., which can be provided to the consultant
- viii) Procedure for review of the work of consultant after award of contract



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15.2.1.2 Preparation of cost estimate & budget:

A detailed cost estimate towards appointment of consultants alongwith provision of budget is required.

15.2.1.3 Preparation and issuance of the Request for Proposals (RFP):

Request for Proposal (RFP) is the bidding document in which the technical and financial proposals from the consultants are obtained. It should contain the followings:

- (i) Terms of Reference (TOR)
- (ii) List of key positions / professionals required for the assignment
- (iii) Requirement of qualification and experience of the firm and of the key professional staff
- (iv) Criteria of bid evaluation and selection procedure
- (v) Standard formats for technical proposal
- (vi) Standard formats for financial proposal
- (vii) Proposed form of contract

15.2.1.3.1 The standard formats for technical proposal shall include:

- (i) Format for Letter of Proposal submission
- (ii) Format for Consultant's organization and experience
- (iii) Format for Comments and suggestions on TOR
- (iv) Format for Approach and methodology
- (v) Format for Team Composition
- (vi) Format for Curriculum Vitae of key professionals
- (vii) Format for Staffing Schedule
- (viii) Format for Work Schedule
- (ix) Format for Comments / modifications suggested on draft contract.
- (x) Format for information regarding any conflicting activities and declaration thereof.

15.2.1.3.2 The standard formats for financial proposal shall include:

- (i) A summary sheet of the cost estimate to be quoted by the consultant.
- (ii) Remuneration payable.
- (iii) Reimbursables.

15.2.1.4 Pre-bid meeting:



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In all cases of large value or complex assignments, a pre-bid meeting may be prescribed in the RFP. The date and time for such a meeting should normally be after 15 to 30 days of issue of RFP and should be specified in the RFP itself. During this meeting, the scope of assignment, responsibilities of either parties or other details should be clearly explained to the prospective bidders so that there is no ambiguity later on at the time of submission of technical/financial bids. Where some significant changes are made in the terms/scope of RFP as a result of pre bid meeting or otherwise considered necessary, a formal corrigendum to RFP may be issued, to all short listed consultants. In such cases, it should be ensured that after issue of corrigendum, reasonable time (not less than 15 days) is available to the bidders to prepare/submit their bid. If required, the time for preparation and submission of bids may be extended, suitably.

15.2.1.5 Evaluation of Proposals:

The evaluation of the proposals shall be carried out in two stages: At the first stage evaluation of technical proposals is taken up. Proposals without earnest money (bid security), bid processing fees, if specified, unsigned and incomplete (i.e. when the required bid formats have not been submitted), not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP will be summarily rejected as being non-responsive, before taking up the appraisal of the technical proposal for evaluation of quality. Evaluators of technical proposals shall not have access to the financial proposals until the technical evaluation is concluded. The envelope containing the financial proposal is not opened till the technical evaluation is complete. The financial proposal of only such bidders will be opened which obtain minimum qualifying marks / standards prescribed for the technical proposal. The evaluation shall be carried out in full conformity with the provisions of the RFP.

a. Evaluation of technical proposal:

Technical proposals (using the evaluation committee, CEC) may be evaluated based on the criteria prescribed in the RFP by awarding marks so as to make total maximum technical score as 100. The criteria and weightage to each criteria or sub-criteria would depend on the requirements of each case and may be



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fixed objectively. A model scheme of maximum marks is, however, proposed as under:

Details	Max. Marks
1. Experience of the firm	20
2. Methodology, work plan and understanding of TOR	25
3. Suitability of the Key personnel for the assignment	45
4. Capability for Transfer of knowledge/ training	10
TOTAL	100

* If any of above criteria is not required, the marks can be adjusted against some other criteria.

For evaluation of the technical bids with the simplified and detailed methods of evaluation, suggested formats have been given at Appendix I & II respectively, which can be referred to for guidance. Suitable modifications can be made based on the requirements of the evaluation criteria.

All the firms which meet the minimum qualifying standards / criteria so prescribed will stand technically qualified for consideration of their financial bids.

b. Evaluation of financial proposal:

After evaluation of technical proposal, those consultants whose proposals did not meet the minimum qualifying standard or were considered non-responsive to the RFP may be notified indicating that their financial proposals will be returned unopened after completing the selection process. Consultants who have secured minimum qualifying standard will be notified that they have successfully satisfied the qualifying standard and the date and time set for opening the financial proposals will be informed later. In such a case, the opening date shall not be later than three weeks after the notification date. The financial proposals shall be opened in presence of the representatives of the technically qualified consultants who choose to attend. The name of the consultant, the technical bid scores, and the proposed prices shall be read aloud and recorded when the financial proposals are opened. For the purpose of evaluation,



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the total cost shall include all taxes & duties and other reimbursable expenses, such as travel, lodging etc.

15.2.1.6 Selection of winning consultant:

15.2.1.6.1 Quality and Cost Based Selection (QCBS):

Under QCBS, the proposals shall be evaluated on quality and cost basis. Financial proposal of technically qualified proposals only shall be opened. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract.

15.2.1.6.2 Combined Quality Cum Cost Based System (CQCCBS):

Under CQCCBS, the proposals shall be evaluated on combined quality cum cost basis. Normally the technical proposals shall be allotted weightage of 70% while the financial proposals shall be allotted weightages of 30%. However above weightage may be changed to suit local/specialized needs. Financial proposal of technically qualified proposals only shall be opened. The minimum qualifying marks for qualifying technical proposal shall be specified in the RFP.

Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.

On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.



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15.2.1.6.3 Quality Based Selection (QBS):

Under QBS, the proposals shall be evaluated on quality basis. The consultant, who has secured first rank in technical evaluation, will be considered for award of contract.

15.2.1.6.4 Cost Based Selection (CBS):

Under CBS, the proposals shall be evaluated on cost basis. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract.

15.2.1.7 Negotiation and award of contract:

Negotiations are not an essential part of the selection process. In many cases, however, it is felt necessary to conduct negotiations with the selected consultant. Negotiations shall include discussions of the TOR, the methodology, key staffs and special conditions of the contract. These discussions shall not substantially alter the original TOR or the terms of the contract, lest the quality of the final product, its cost, and the relevance of the initial evaluation be affected. The final TOR and the agreed methodology shall be incorporated in "Description of Services," which shall form part of the contract.

Financial negotiations shall only be carried out if due to negotiations, there is any change in scope of work which has any financial bearing on the final prices or of the costs/cost elements quoted are not found to be reasonable. However, in no case such financial negotiation should result into increase in the financial cost as originally quoted by the consultant and on which basis the consultant has been called for the negotiations.

15.2.2 Selection through Direct Negotiations (Single Source Selection):

Selection of consultants through direct negotiations does not provide the benefits of competition in regard to quality and cost, lacks transparency in selection, and could encourage unacceptable practices. Therefore, single-source selection shall be used only in exceptional cases. This method of selection may be adopted only if it presents a clear advantage over competition. The selection by direct negotiations/nomination is permissible under exceptional circumstance such as (a) for



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tasks that represent a continuation of previous work carried out by the firm, (b) where timely completion of the assignment is of utmost importance, (c) situations where the execution of assignment may involve use of proprietary techniques or only one consultant has requisite expertise. (d) where consultant has previous similar work experience with UCIL. Such selection may be restricted to a financial ceiling of Rs.10 lakh.

15.2.3 Selection of Individual Consultants:

Individual consultants are normally employed on assignments for which (a) teams of personnel is not required, (b) no additional outside professional support is required, and (c) the experience and qualifications of the individual are the paramount requirement.

Selection of Individual consultants shall be carried out by advertising the requirement in at least one national newspaper of repute. Selection shall be based on their qualifications for the assignment. They shall be selected through comparison of qualifications of at least three candidates among those who have expressed interest in the assignment or have been approached directly. Selection shall be based on the basis of academic background, experience, and, as appropriate, knowledge of the local conditions.

Selection will be carried out by the CEC which will award marks for the educational qualifications and experience and select the most suitable candidate for the assignment. The CEC may also interview the candidates and award marks for their performance in the interview and recommend the remuneration to be paid.

Individual consultants may be selected on a direct negotiation basis with due justification in exceptional cases such as: (a) tasks that are a continuation of previous work that the consultant has carried out and for which the consultant was selected competitively; (b) assignments lasting less than six months; (c) emergency situations resulting from natural disasters; and (d) when the individual is the only consultant qualified for the assignment.

15.3 Consultancy Evaluation Committee (CEC):

For all cases having financial implications of more than Rs.10 lakh, a CEC comprising of at least three members at appropriate level shall be constituted with approval of CMD.



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The CEC shall be responsible for all aspects and stages of the consultant selection i.e. issuance of EOI, evaluation of EOI, short-listing of consultants, deciding Terms of Reference, issuance of RFP, evaluation of technical and financial proposals, negotiations and final selection of the consultant. Even in case of selection of consultant by direct negotiations having financial implication of more than Rs. 10 lakh, the CEC shall negotiate with the consultant on technical and financial aspects.

15.4 Consultancy Monitoring Committee (CMC):

A CMC comprising at least three members at appropriate level including user's representative shall be constituted with approval of CMD. Competent authority may select all or any of the members of CEC as members of CMC. The CMC shall be responsible to monitor the progress of the assignment, to oversee that the assignment is carried out as per agreed TOR and contractual conditions in consultancy contracts having financial implication of more than Rs. 10 lakh.

15.5 Rejection of All Proposals, and re-invitation:

UCIL will have the right to reject all proposals. However, such rejections should be well considered and normally be in cases where all the bids are either substantially in deviation to the TOR or considered unreasonably high in cost and in latter case, the lowest qualified bidder during negotiations fails to reduce the costs to a reasonable level. If it is decided to re-invite the bids, the terms of reference should be critically reviewed/modified so as to address the reasons of not getting any acceptable bid in the earlier Invitation for Bids.

15.6 Disqualification

15.6.1 A firm that has been engaged as a vendor to provide goods, works or non consulting services for a project shall be disqualified from providing consulting services resulting from or directly related to these goods, works or non consulting services. Conversely a firm hired to provide consulting services for a project shall be disqualified from subsequently providing goods, works or services (other than consulting services covered by these guidelines) resulting from the consulting services for such preparation/implementation. This is not applicable to firms (consultant, contractor or supplier) which together are



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performing the contractors obligations under a turnkey or design and build contract.

15.6.2 Neither consultants nor any affiliate that directly or indirectly controls, is controlled by that firm, shall be hired for any assignment that, by the nature, may be in conflict with another assignment of the consultants.

15.6.3 Consultants that have a close business or family relationship with a professional staff of the employer who are directly or indirectly involved in any part of (i) preparation of TOR for the assignment. (ii) the selection process for the contract or (iii) the supervision of such contract may not be awarded a contract , unless the conflict of interest stemming from this relationship has been resolved in a manner acceptable to the employer throughout the selection process and the execution of the contract.

Appendix I

Sample format for Simplified evaluation of quality (for reference only)

Name of the consultancy firm:

1. Responsiveness

Sl. no.	Item	Required response
1	Has the consultant paid the RFP document fees,	Yes
2	Has the consultant submitted the requisite bid processing fee and bid security.	Yes
3	Have all the pages required to be signed by the authorized representative of the consultant been signed.	Yes
4	Has the power of attorney been submitted in the name of authorized representative.	Yes
5	In the case of JV/consortium, whether the MOU has been submitted.	Yes
6	Has the consultant submitted all the required forms of the technical proposal.	Yes
7	Does the technical proposal contain any financial information.	No
8	Is financial proposal submitted separately in a sealed cover.	Yes



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2. Evaluation of proposal

Sl. no.	Item	Required response
1	Does the consultancy firm have the required experience.	Yes
2	Does the proposed methodology of work fulfill the objectives of the assignment / job till the last detail of the TOR	Yes
3	Does the methodology, work plan and staffing schedule provide coverage of the entire scope of work as described in TOR	Yes
4	Does the team leader fulfill the minimum educational qualification and experience criteria.	Yes
5	Has the consultant provided for all the professionals for requisite expertise	Yes
6	Does the key professional (indicate the position) fulfill the minimum educational qualification and experience criteria. [Evaluate for all the proposed key personnel]	Yes
7	Does the staffing schedule including the key professionals proposed, the responsibility assigned to them and the support staff together is adequate for performing the entire scope of work indicated in the TOR.	Yes

Note: If the answer is yes, in all the cases, the consultancy firm is considered technically qualified for the assignment.

Appendix II

Sample Format for Detailed evaluation of quality (for reference only)

Summary Sheet **(Compiled from II-A, II-B, II-C, II-D)**

Only for proposals considered as responsive)

(Only for proposals considered as responsive)

Sl. no.	Name of the Consultant	Firm's experience	Methodology & work schedule (Max. marks)	Qualifications of key Professionals (Max. marks)	Total marks (Max. marks-100)



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Appendix -II-A

Responsiveness (for reference only)

Name of the Consultancy Firm

Sl. No.	Item	Required response
1	Has the consultant paid the RFP document fees.	Yes
2	Has the consultant submitted the requisite bid processing fee and bid security.	Yes
3	Have all the pages required to be signed by the authorized representative of the consultant been signed.	Yes
4	Has the power of attorney been submitted in the name of authorized representative.	Yes
5	In the case of JV/consortium, whether the MOU/contract agreement has been submitted.	Yes
6	Has the consultant submitted all the required forms of the technical proposal.	Yes
7	Has the consultant provided all the professionals for the requisite expertise.	Yes
8	Does the technical proposal contain any financial information.	No
9	Is financial proposal submitted separately in a sealed cover.	Yes



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Appendix II-B

Evaluation of Consultancy Firm's Experience (for reference only)

Sl. No.	Name of the consultancy firm	Number of projects of similar nature	Marks awarded (Max. marks)

Appendix II-C

Evaluation of Methodology & Work Schedule (for reference only)

Sl. no.	Name of the Consultant firm	Understanding of TOR (Max. marks)	Work plan & Methodology (Max. marks)	Organization and staffing for the proposed assignment (Max. marks)	Total



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Appendix II-D

Evaluation of the Consultants Key Professionals (for reference only)

Name of the Consultancy Firm:

Sl No.	Name of the Key Professionals	Educational Qualification	Max. Marks	No. of Projects of similar nature	Max. Marks	Experience of the region (No. of Projects in the region)	Max. Marks	Total Marks (4+6+8)
1	2	3	4	5	6	7	8	9

CHAPTER-16

WRITE OFF & DISPOSAL OF STORES AND FIXED ASSETS

16.1 STORES

- 16.1.1 Shortage may arise due to fire, pilferage, breakage, theft, drying, evaporation, handling loss etc and also wrong accounting of receipts/issues. After due verification, the shortage will be proposed for write off. Shortage due to wrong accounting should be corrected in the books and not considered for write off. Similarly excess due to wrong accounting should be rectified in the books.



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- 16.1.2 Obsolescent/surplus/ non-moving stores held for over five years should be reviewed by the user department and items not required in the immediate future should be considered for write off according to the company policy. An item not moved for five years shall be declared as non-moving stores. Before classifying an item as non moving, respective stores will identify the items which has not moved for three years and are SLOW.
- 16.1.3 Salvage Committee constituted for each unit will recommend the proposal for write off periodically (half yearly). The Salvage Committee will fix the reserve price for each of the item. The proposal of the unit should give a brief basis of fixing the reserve price.
- 16.1.4 In case of obsolescent/surplus/non-moving stores, a list of such items recommended by Salvage Committee for sale will be circulated to other units of the company to ascertain their requirements. In case reply is not received from the other units within 30 days, the proposal recommended by Salvage Committee and the Unit Head (Chairman of salvage committee in case of H O) will be forwarded to CMD for approval.
- 16.1.5 Inventory, which has been approved for write off, will be given separate code number, segregated physically and kept separately in the central stores. The items will be entered in the relevant stock card to be maintained separately.
- 16.1.6 Necessary steps should be taken to dispose off the inventories approved for write off immediately.
- 16.1.7 One of the following methods should be adopted for disposal stores depending upon the circumstances in each case:
- Auction through a reputed firm of auctioneers, preferably MSTC.
 - Advertisement in newspaper for obtaining quotations and selection of the most advantageous offer.
 - In case where the cost of advertisement in newspaper for obtaining quotation is not economical considering expected revenue, sealed quotations may be brought from interested parties apart from displaying tenders in company's notice board & web site with the approval of Competent Authority. However reasons for such deviation should be recorded.
 - After getting the offers, the indenter shall put up to competent authority for approval after clearance from Internal Audit & SPC.
- 16.1.8 In case of items for which the Reserve price is Rs 1,00,000/- or less, the Unit Head may take appropriate action for disposal even if H1



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offer is less than 75% of reserve price fixed by recording the reasons for disposal which shall be approved by CMD.

16.2 FIXED ASSETS:

16.2.1 Fixed Assets can be declared as obsolete, surplus, or unserviceable by Head of the user Department with the approval of concerned HOD / Competent Authority in case of CO. On approval of the Competent Authority, electronic equipments ie Mobiles, Laptops, Desktops, Tablets , Printers, Fax Machines, Photocopier Machines & Calculators shall be deemed written off and disposed off as deemed fit once they complete their life as per accounting policy of the company. No separate salvage committee will be formed for the write of these items.

16.2.2 In case, redeployment of machinery/equipment(s) is possible, the head of the unit will send a list of those assets to other units of the company to ascertain whether the machinery/equipment(s) is required by them. If the item is required by any other unit of the company, the transfer may be arranged at the book value. The transport and other incidental expenses will be borne by the unit to which the machinery/ equipment(s) is transferred.

16.2.3 The Salvage Committee for each unit will recommend the proposal for write off periodically. The Salvage Committee will also fix the reserve price for each of the item. The unit will send the proposal for write off of such items giving details such as name of the asset, year of purchase, quantity of the items, gross block, accumulated depreciation, net block, reserve price and reason for write off etc. with the recommendation of the Salvage Committee and the recommendation of the head of the unit to concerned Director/CMD through D(F) for approval. However, write off & disposal of an item having original procurement cost up to Rs 1,00,000/- or written down value upto Rs10,000/- may be approved by the head of the unit.

16.2.4 The approval of concerned Director/CMD for write off will be communicated to the unit concerned. Unit will prepare the consolidated statement of all such write offs at the year end. Action will be taken by the unit to dismantle/segregate the items declared and approved as obsolete/unserviceable/surplus and keep them separately. Entries regarding write off will be made in the fixed assets register and books of accounts. The items will also be entered in the 'register for assets written off pending disposal' to be maintained by



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concerned stores ,after they are transferred by user department, for watching the final disposal/destruction of fixed assets which have been approved by head of the unit or concerned Director /CMD for disposal as the case may be.

- 16.2.5 Concerned stores shall inform finance department list of assets received in its stores for disposal immediately on receipt. Further concerned stores is also responsible to furnish list of fixed assets written off and pending for disposal to finance department at the close of every financial year in order to have proper control on the assets pending for disposal.
- 16.2.6 One of the following methods should be adopted for disposal of fixed assets depending upon the circumstances in each case:
- a) Auction through a reputed firm of auctioneers preferably MSTC.
 - b) Advertisement in newspaper for obtaining quotations and selection of the most advantageous offer.
 - c) In case where the cost of advertisement in newspaper for obtaining quotation is not economical considering expected revenue, sealed quotations may be brought from interested parties apart from displaying tenders in company's notice board & web site with the approval of Competent Authority. However reasons for such deviation should be recorded.
 - d) After getting the quotations the offers duly pre-audited will be put up to SPC for consideration and for making necessary recommendation.
- 16.2.7 In case of items for which the Reserve price is Rs 1,00,000/- or less, the Unit Head may take appropriate decision for disposal action even if H1 offer is less than 75% of reserve price fixed by recording the reason for disposal for obtaining approval of CMD
- 16.2.8 If the fixed asset written off could not be sold despite best efforts, it will be sold as scrap, subject to recording complete details and obtain approval of competent authority.
- 16.2.9 In case of assets written off but could not be disposed off because of chemical reaction/effect, the same may be destroyed in the presence



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of officers at the level of Deputy General Manager or above nominated by the Head of the unit for this purpose .Action of disposal through destroying requires to be approved by CMD irrespective of value.

CHAPTER-17

17.0 FUNCTIONS & RESPONSIBILITIES :Broad Guidelines are indicated below which are not conclusive

17.1 INDENTER / EIC / OIC

17.1.1 Indenters' prime responsibility is to record justification of proposed procurement in case of purchases. Responsibility includes justification for awarding works / service contract as the case may be.

17.1.2 Raise request for indent in the prescribed format and furnish all the required details as per the format.

17.1.3 Finalize the quantity to be procured after taking into consideration stock in hand, stock in pipeline, stock levels, consumption pattern etc.

(i) Prepare detailed estimate of the item to be procured/ work to be undertaken.

(ii) Indicate the list of suppliers and contractors to be contracted for the proposed procurement/ works contract as the case may be.

(iii) Evaluate CS of tenders prepared by purchase department on landed cost basis.

17.1.4 Ensure technical acceptability of bids received as per tender specifications for which CS is prepared after considering all factors, price reasonableness and recommend the party on the most competitive and technically acceptable bid basis.

17.1.5 Inform all the registered vendors about their rating on yearly basis



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- 17.1.6 Blacklisting default vendors according to the laid down procedure.
- 17.1.7 Maintain vendor details (registration, evaluation and rating) as stipulated in the purchase procedure.
- 17.1.8 To scrutinize the purchase requisition/works indents to ensure that indenter has given complete details as required.
- 17.1.9 To determine the likely source for executing the work contract /consultancy contract.
- 17.1.10 To issue of enquiries or tenders.
- 17.1.11 To receive quotations.
- 17.1.12 Correspondence with suppliers, contractors and vendors.
- 17.1.13 To forward EMD of the participating bidders to finance department immediately after opening of the techno commercial bid/price bid.
- 17.1.14 Prepare comparative statement taking into account all taxes, duties, levies, cess, packing & forwarding, transportation, etc necessary in determining landed cost .
- 17.1.15 To tabulate quotations in CS format and forward it to indenter and receive back with his recommendations
- 17.1.16 To place PO/ WO files to internal audit department for pre-audit along with the indenters recommendation as per requirement.
- 17.1.17 Resolving audit queries in consultation with indenter.
- 17.1.18 To convene SPC meeting and finalize minutes of meeting.
- 17.1.19 Arranging negotiation with vendor by SPC/PRC members when necessary.
- 17.1.20 Prepare detailed note covering all aspects namely audit observations, SPC /PRC decision, any other major issues/ deviations requiring specific attention of the approving authority.
- 17.1.21 Where there is a deviation from the prescribed procedure or disagreement with audit, the case shall be placed before



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competent authority for placing the order with justification for the proposed decision on the deviation.

- 17.1.22 Get the purchase order / work orders' audited as per the financial limits, before release of order but after approval of competent authority.
- 17.1.23 To issue purchase/ work orders in time. Original purchase order/ work order should be sent to the successful bidder and audited copy to finance department and indenter.
- 17.1.24 To ensure prompt acceptance of purchase/ work order without *delay*.
- 17.1.25 Ensuring receipt of acceptance of order by bidder without any conditions.
- 17.1.26 To inform all unsuccessful bidders to collect their EMD immediately after finalization of purchase/ work order. Copy of the communication shall be endorsed to finance department to facilitate release of EMD. Copy of the communication is also to be forwarded to indenter to post him updated with the status of the tender.
- 17.1.27 Ensure that security deposit is made by supplier/contractor according to the order terms.
- 17.1.28 To keep informed the Department concerned about lead time and on all usual supply situation.
- 17.1.29 Submission of quarterly progress reports in prescribed format.
- 17.1.30 Ensure that details of tenders/ contracts awarded are hosted on website/ bulleting every month.
- 17.1.31 Purchase order Register/Database:

The purchase department shall maintain data base containing the following details, i.e. Sl. no., indent no. & date, purchase order no. & date, supplier's name, item description, quantity, unit rate, value, delivery date, supplier/ contractor code, amendment no. & date, amended value of the purchase / work order and remarks (if any).



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- 17.1.32 Posting of details on award of tenders/ contracts on websites so as to cover 75% value of the transactions.
- 17.1.33 Write-off and disposal of obsolete stock.
- 17.2 STORES :-**
- 17.2.1 Proper codification of all stores items.
- 17.2.2 Stock level maintenance of all store items with identification of minimum, maximum and reordering level
- 17.2.3 Collection of material from transporters godown as applicable and proper storing of all store items.
- 17.2.4 Raise inspection request and facilitate inspection by indenter.
- 17.2.5 Arrangements for return of rejected material / replacement of defective material.
- 17.2.6 Claim for insurance as and when required.
- 17.2.7 Raise proposal for write off and disposal of unserviceable / non moving stores item after suitable classification for consideration of Stores Disposal Committee (SDC).
- 17.2.8 Convene meeting of Salvage disposal committee as and when required.
- 17.2.9 Claim for CENVAT, VAT, benefits in consultation and guidance of finance as and when such benefits is made available to UCIL under the respective Act and Law.
- 17.2.10 Issue of material against stores, Issue voucher (SIV) / Issue voucher (IV) duly authorised by appropriate authority.
- 17.3 INTERNAL AUDIT**
- 17.3.1 Purchase orders and contracts for works/services/consultancy and subsequent amendments thereto for Rs.1,00,000/- and above (in case of non production items) and Rs.2,00,000/- and above (in case of production items) shall be pre-audited before being put up to SPC for consideration.
- 17.3.2 While vetting the purchase order/work order/service contract/consultancy contract/ rate contract internal audit shall check the following:
- Comparative statement with commercial value, taxes & levies, transportation cost, terms of payment, terms and conditions, etc is entered properly and CS is complete in all respect.



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- ii. To ensure that approval of competent authority is available for purchase / execution of works.
- iii. To ensure the proposals contain the reference of budget provision before the same is cleared.
- iv. The procedure for the placement of the order / contract has been followed as laid down in the preceding paragraphs.
- v. After receipt of the approval from competent authority, internal audit shall endorse the orders as internally audited towards clearance for release of order. If compliance is required against audit remarks, Internal Audit should not endorse the orders as "Internally Audited" till compliance is made by purchase department.
- vi. All activities for placement of purchase orders/ works contracts are to be completed in time as stipulated & scheduled, viz. Tender advertisements / enquiries, receipt of quotations & scrutiny, recommendation on competent tenderer, audit and release of order, as detailed in tender specification to be strictly adhered. Delays in the process may be brought to the notice of the competent authority by Internal Audit.
- vii. Variation/deviation in quantity and value of purchases/works are to be verified for approval as per the delegation of power of competent authority.

17.3.3 All purchase/ work order items value of which is less than Rs.1,00,000/-(in case of non-production items) & less than 2,00,000/-(in case of production items) are to be post audited on random basis. However, such sampling covers at least 60% of the orders placed.

17.4 FINANCE DEPARTMENT

17.4.1 To clear the indent after verifying the budget provision.

17.4.2 To maintain scheme wise actual expenditure against the budget including expansion project.



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- 17.4.3 Recording of re-appropriation of funds from one budget head to another after receipt of approval from competent authority.
- 17.4.4 To ensure receipt of duly audited purchase/ work order copies.
- 17.4.5 Assigning an officer for follow up of bank guarantees including confirmation & correspondence in this regard.
- 17.4.6 Release of payment as per PO/ WO terms. Information on release of payment to be sent to indenter and materials department to update status to both indenter and purchase department.
- 17.4.7 Release of final bill after receipt all documents including “no claim certificate” from the EIC/ OIC.
- 17.4.8 Obtaining clearance from Personnel department regarding payment of all statutory dues by contractor for the labour working under the contractor before releasing the payment.
- 17.4.9 To ensure that all statutory dues have been deducted before releasing the payment.
- 17.4.10 Release of SD and retention money on the recommendation of EIC/ OIC and shall ensure that such recommendations is in accordance with PO/ WO terms.
- 17.4.11 Release of EMD to the unsuccessful bidders based on the communication received from the materials department.
- 17.4.12 To maintain supplier wise/ contractor wise register for EMD, SD and retention money.
- 17.4.13 Maintaining register for EMD, SD & retention money forfeited by the company.
- 17.4.14 Maintaining data base of suppliers and contractors for bills pending for payment of value more than Rs. 1,00,000 for informing to the appropriate authorities and display in website of company.
- 17.4.15 Ensure compliance and availing of VAT/CENVAT credit/service tax/entry tax/duty draw back/ any other credit/ rebate as may be available to UCIL under the provisions of respective Act and Law



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17.5 SPC / RPC & WTC MEMBERS

- 17.5.1 To scrutinize list of vendor and recommend for consideration by CMD through head of the unit and D (T).
- 17.5.2 To review the performance of the suppliers/ contractors at regular intervals and suggest additions/ deletions from the vendor list.
- 17.5.3 To ensure that proposals put up to SPC/PRC/ WTC are according to the laid down purchase procedures.
- 17.5.4 To submit the recommendations of SPC/PRC/ WTC on each of the purchase / work order files placed before them for their consideration. The recommendation of SPC/ PRC/WTC should consider the observations of audit and the recommendations of the indenter.
- 17.5.5 To negotiate with bidder under special circumstances after recording need for the same subject to approval of competent authority.
- 17.5.6 To recommend waiver of LD and after examining the merit of the case for approval of competent authority.
- 17.5.7 SPC/PRC/WTC to record the following undertaking in the respective minutes :
“None of them has any personal interest in the companies/ Agencies participating in the tender process.”
- 17.5.8 Records of proceeding of SPC/PRC meetings which should be signed by all SPC/PRC/WTC members. Records of proceeding minutes of SPC/PRC/WTC decision are prepared by purchase department and signed by all members of SPC/PRC/WTC. Indenter should be present in SPC/PRC/WTC and sign attendance.
- 17.5.9 In addition to the above functions and responsibilities, officials involved in procurement function need to have a thorough knowledge on all relevent laws pertaining to purchase procedure, awarding of works cotract and consultancy contract etc. Some of the main acts applicable are as under :-
- I. Sale of goods act, 1930
 - II. Indian contracts act, 1872
 - III. Excise and customs act, 1944



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- IV. Arbitration act, 1996
- V. Central sales tax act, 1956 and proposed GST.
- VI. Companies Act, 2013
- VII. Sales tax act and rules of respective states including VAT
- VIII. Entry tax act
- IX. Guidelines issued by central vigilance commissioners (CVC) from time to time.

Note:- Functions and responsibilities stated in this chapter are indicative in nature, not complete and exhaustive responsibilities of the executives.

CHAPTER-18

STATUTORY LEVIES

In domestic contracts, it is necessary not only to specify the nature of taxes and duties attracted but also to specify the rate of such taxes and levies prevailing on the effective date of the contract. The clause in the contract should clearly indicate whether the price is inclusive of all taxes and duties, or whether taxes and duties are to be borne by the buyer. Documentary evidence for various taxes and duties for supplies has to be submitted with bills/invoices. This has to be suitably incorporated in the NIT.

In international contracts, however, the normal practice is to specify that the taxes and duties in the supplier's country will be borne by the supplier and in the buyer's country will be borne by the buyer. There can be a rare case where the goods attract taxes while in transit from the supplier's country to the buyer's country. In such a case, the clause in the contract should clearly indicate the taxes and duties that are to be borne by supplier and buyer respectively.

A brief detail of taxes and duties levied on the contracts are as follows:

18.1 Income tax:

Law of Income Tax is governed by the Income Tax Act 1961 and is administered by the Central Board of Direct Taxes (CBDT). The Board has framed various rules for administration of income tax which are known as Income Tax Rules 1962. They are amended and modified from time to time as required due to changing circumstances.



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Income Tax Law comprises the following:-

- 1) Income Tax Act 1961 as amended by Parliament upto date.
- 2) Annual Finance Act passed by Parliament.
- 3) Income Tax Rules 1962 as made and amended upto date by CBDT.
- 4) Judgements rendered by competent Courts of Law.
- 5) Circulars and Notifications issued by CBDT from time to time.

TDS on payment to Contractors

Section 194C of Income Tax Act 1961, provides for deduction of income tax at source at the prevailing rate (of 2% plus educational cess) at the time of credit of such sum to the account of the contractor or at the time of payment thereof. The provision contained in this Section applies only in relation to Works Contract, Labour Contract and Composite Contract and do not cover the contract for sale of goods.

18.2 Excise duty:

Excise duty is an indirect tax levied on the goods manufactured in India. So duty can be imposed immediately after goods are manufactured, whether these goods are sold or not is immaterial.

18.3 Central Value Added Tax (CENVAT)/

MODVAT (MODIFIED VALUE ADDED TAX) was first introduced in India in 1986 and renamed as CENVAT with effect from 1.4.2000. This was called MODVAT as it was applicable upto manufacturing stage and credit of only excise duty paid on manufacturing product. The new CENVAT Credit Rules 2004 are operative from 10.9.2004 and comprises Rule 1 to 16 covering both manufacturer and service provider.

CENVAT is a scheme under the Central Excise and Service Tax Law which enable manufacturers to take credit of this specified duty on eligible inputs and capital goods as well as service tax paid on notified inputs services which are received with specified duty/tax paying document and used in or in relation to manufacture and clearance of dutiable final product and service providers to avail credit of excise duty paid on inputs, capital goods and service tax paid on input services used by them for rendering taxable output service and permitting the utilisation of credit so earned towards payment of excise duty by the manufacturers and towards payment of service tax by service providers.

The CENVAT scheme is principally based on system of granting credit of duty paid on input and input services including services of testing etc. rendered prior to removal of item from the works. Credit will be available on excise duty



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paid on input and input services used for providing output services. Credit will be available on excise duty paid on (a) raw materials (b) materials used in or in relation to manufacture like consumables, etc. (c) paints (d) packing materials (e) fuel (other than high speed diesel oil, light diesel oil, motor spirit), etc. The input may be used directly or indirectly in relation to manufacture. The input need not be present in the final product. The credit should be availed on the basis of specified documents as proof of payment of duty on inputs or tax on input services.

Credit of duty on input can be taken up instantly i.e. as soon as input reaches the factory. At present, in the case of capital goods, upto 50% credit is available in current year and the balance in subsequent financial year. In case if any manufacturer removes the capital goods as such in the first year itself, he can avail the entire credit before such removals.

In case of input services, credit can be availed only after amount of bill is paid to the person who has provided the service.

In some cases, it may be happened that duty paid on inputs and service tax paid on input services may be more than duty payable on final products. In such cases, though the CENVAT credit will be available to the manufacturer/service provider, he cannot use the same and the excess will lapse. There is no provision for refund of excess CENVAT credit.

No Input Credit if Final Product/Output Service is Exempt from Excise Duty/ Service Tax:

18.4 Service Tax

Article 265 of the Constitution lays down that no tax shall be levied or collected except by the authority of law. Schedule VII divides this subject into three categories-

- a) Union list (only Central Government has power of legislation)
- b) State list (only State Government has power of legislation)
- c) Concurrent list (both Central and State Government can pass legislation).

To enable Parliament to formulate by law principles for determining the modalities of levying the Service Tax by the Central Govt. and collection of the proceeds thereof by the Central Govt. and the State, the amendment vide Constitution (92nd amendment) Act, 2003 has been made. Consequently, new



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article 268 A has been inserted for Service Tax levy by Union Govt., collected and appropriated by the Union Govt., and amendment of seventh schedule to the constitution, in list I-Union list after entry 92B, entry 92C has been inserted for taxes on services as well as in article 270 of the constitution the clause (1) article 268A has been included.

Accordingly, the Central Government levies service tax through Chapter V of the Finance Act, 1994. The Finance Act extends the levy of service tax to the whole of India, except the State of Jammu & Kashmir.

It was imposed on an initial set of only three services @ 5% only. The scope of the service tax has since been expanded continuously by subsequent Finance Acts. Budget 2012 totally revamped the taxability provisions of services by accompanying a new system of taxation of services in India. In the new system all services, except those specified in the negative list, will be subject to taxation. Earlier the levy of service tax was based on positive list – specified 119 taxable services.

Currently it is charged on all services except the services in the exempted and negative list of services (listed in section 66D of the Finance Act, 1994) and the current rate is Basic 14.00%, Swachh Bharat Cess 0.50% , Krishi Kalyan cess 0.50% totalling to 15.00% on the assessable value of the services after adjusting the abatements that is provided in the prevailing Act and Rules ,

Service Tax is only liable to be paid in case the total value of the service provided during the financial year is more than Rs. 10 Lakhs. If the value of services provided during a financial year is less than 10 Lakhs, it is optional for the service provider to pay service tax or not. But, in case he has received the service tax from the service recipient, he would be required to deposit it with the govt.

It is an indirect tax (akin to Excise Duty or Sales Tax) which means that normally, the service provider pays the tax and recovers the amount from the recipient of taxable service. Normally, the person who provides the taxable service on receipt of service charges is responsible for paying the Service Tax to the Government. However, in some situations, the receiver of the Services is responsible for the payment of Service tax under "Reverse Charge Mechanism" wholly or partially as the case may be. However, there is no threshold limit exemption of Rs. 10 Lakhs for the service receiver under reverse charge mechanism.



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In case of Individuals or Proprietary Concerns and Partnership Firm, service tax is to be paid on a quarterly basis. The due date for payment of service tax is the 5th of the month immediately following the respective quarter (in case of e-payment, by 6th of the month immediately following the respective quarter). However, payment for the last quarter i.e. January to March is required to be made by 31st of March itself. In case of any other category of service provider other than specified above, service tax is to be paid on a monthly basis, by the 5th of the following month (in case of e-payment, by 6th of the month immediately following the respective month). However, payment for the month of March is required to be made by 31st of March itself.

Every assessee is required to submit a half yearly return, for the purpose of filing returns half year is counted from April to September and October to March. The half yearly return is required to be filed by the 25th of the month following a particular half year.

From 10.9.2004, Cenvat Credit has been extended across goods and services. This means a manufacturer of final products can avail the credit of excise duty paid on the inputs, and he can also avail the service tax paid on various services like insurance, telephone etc for payment of central excise duty on final products. Similarly, a service provider can also avail the credit of central excise duty paid on the inputs/capital goods /input services used for providing the output service. Like inputs, input services are also defined under the Cenvat Credit Rules 2004. If the service satisfies the definition of the input service, the credit can be availed as per the prescribed rule. Credit is not allowed if the final products are exempted or the output service is exempted.

18.5 Customs Duty

Customs Act 1962 provides the procedure for levy and collection of duty on import/export of goods, the provision for prohibition for import/export of prescribed goods and rules relating to enforcement of law made from time to time. The Act also specifies the penalties to be charged on different offences committed by the public while dealing with the import/export transactions.

In order to standardise the tariff applicable to the goods to be imported, Customs Tariff Act 1975 was passed, which came into effect in 1976. A new system of nomenclature known as Harmonised Commodity Description and Coding System (HSN) was developed by Customs Cooperation Council. Import schedule to the Customs Tariff Act 1975 was replaced with a new Schedule in February 1986, based on HSN and subsequently the Central Excise Tariff was also replaced by a new Tariff based on HSN.



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The Customs Tariff Act contains two Schedules. The Schedule-1 gives classification and rate of duty applicable for imports and Schedule-2 gives the same for exports. It also makes provision for duties like countervailing duty (CVD), preferential duty, antidumping duty, protective duty, etc.

Various types of Customs Duty

Basic Customs Duty

Basic Customs Duty is levied under Section 12 of the Customs Act 1962. Normally it is levied as a percentage of value as determined under Section 14(1). The rate varies for different items, but general rate on non-agricultural goods at present is 10% with effect from 1.3.2007.

Countervailing Duty (CVD)

The additional duty called as countervailing duty (CVD) is levied under Section 3 (1) of the Customs Tariff Act and is equal to excise duty levied on a like product manufactured or produced in India. If it is not manufactured in India, the ED that would be leviable on the product, had it been manufactured in India is the duty payable. If the product is leviable at different rates, the highest rate among those rates is the rate applicable. Such duty is leviable on the value of the goods plus basic customs duty payable. The CVD can be charged on all goods by the Central Govt. to counter balance excise duty leviable on raw materials, components and other inputs similar to those used in the production of such goods. However the CENVAT can be availed for CVD paid on imported goods, if these imported goods are used as raw material for manufacturing of finished goods.

Education Cess on CVD

An education cess has been imposed on imported goods with effect from 9.7.2004. At present the cess is levied at 3% on the sum of countervailing duty.

Customs Education Cess on Customs Duty

Customs Education Cess at 3% is imposed on the sum of basic customs duty + CVD + education cess on CVD. Education cess is levied on all imported goods. Similarly, if cess is leviable on goods manufactured or produced in India corresponding cess will be payable if similar goods are imported.



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Export Duty

Such duty is levied on export of goods. At present very few articles such as skin and leather are subject to export duty. The main purpose of this duty is to restrict export of certain goods.

Concession for Payment of Customs Duty

As per Customs Act 1962 all goods are subject to payment of customs duty at the time of import, except those specifically exempted by relevant notification. Following items used for R&D purpose are exempted from customs duty.

- 1) Scientific and technical instruments, apparatus, equipment (including computers)
- 2) Accessories, parts, consumables and live animals (for experiment purpose)
- 3) Computer software, compact disc-read only memory (CD-ROM), recorded magnetic tapes, micro film, micro fiches.
- 4) Prototype, the c.i.f. value of which does not exceed Rupees Fifty Thousand in a financial year.

18.6 Value Added Tax (VAT)

In the case of intrastate transactions where the goods are not required to move from one state to another state and they are sold and resold in the same state, sales tax is levied by the State Govt. on such transactions. This sales tax was required to be paid at multipoint, i.e. at each point of sale and ultimately the consumer had to bear the entire amount of multipoint taxation of item. In order to avoid tax on tax, the concept of Value Added Tax was introduced.

18.7 Central Sales Tax

Article 265 of the Constitution of India extends the power to Central and State Governments to enact rules for imposition of tax on sale. At present Sales Tax is levied by both Union and State Governments. The sales tax levied by the Union Govt. is called the Central Sales Tax and the tax levied by the State Govt. is known as VAT.

As per the Central Sales Tax Act, every dealer shall be liable to pay tax under this Act on all sales of goods effected by him in the course of interstate trade or commerce. Though the power to levy the sales tax on interstate sale rests with the Central Government, the administration of CST is done by the respective State Governments where sale is effected and the tax collected.



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NB: The details in this chapter are only indicative. Actual provisions of the laws as amended from time to time should be ensured by concerned department.



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CHAPTER-19

19.0 INCOTERMS-2010

Incoterms 2010 are a set of internationally recognized trading terms, defined by the International Chamber of Commerce (ICC). There are 11 different terms, each of which helps users to deal with different situations involving the movement of goods. Incoterms 2010 are subdivided into two categories based on method of delivery. The larger group of seven rules applies regardless of the method of transport, with the smaller group of four being applicable only to sales that solely involve transportation over water.

19.1 Any mode of transport

The 7 rules defined by Incoterms 2010 for any mode(s) of transportation are:

19.1.1 Ex Works (named place of delivery)

The seller makes the goods available at its premises. The buyer is responsible for unloading. This term places the maximum obligation on the buyer and minimum obligations on the seller. The Ex Works term is often used when making an initial quotation for the sale of goods without any costs included. EXW means that a seller has the goods ready for collection at his premises (works, factory, warehouse, plant) on the date agreed upon. The buyer pays all transportation costs and also bears the risks for bringing the goods to their final destination. The seller doesn't load the goods on collecting vehicles and doesn't clear them for export. If the seller does load the good, he does so at buyer's risk and cost. If parties wish seller to be responsible for the loading of the goods on departure and to bear the risk and all costs of such loading, this must be made clear by adding explicit wording to this effect in the contract of sale.

19.1.2 FCA – Free Carrier (named place of delivery)

"Free Carrier" means that the seller fulfils his obligation to deliver when he has handed over the goods, cleared for export, into the charge of the carrier named by the buyer at the named place or point. If no precise point is indicated by the buyer, the



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seller may choose within the place or range stipulated where the carrier shall take the goods into his charge. When, according to commercial practice, the seller's assistance is required in making the contract with the carrier (such as in rail or air transport) the seller may act at the buyer's risk and expense.

19.1.3 CPT – Carriage Paid To (named place of destination)

"Carriage paid to..." means that the seller pays the freight for the carriage of the goods to the named destination. The risk of loss of or damage to the goods, as well as any additional costs due to events occurring after the time the goods have been delivered to the carrier is transferred from the seller to the buyer when the goods have been delivered into the custody of the carrier.

19.1.4 CIP – Carriage and Insurance Paid to (named place of destination)

Seller pays for carriage and insurance to the named destination point, but risk passes when the goods are handed over to the first carrier.

19.1.5 DAT – Delivered at Terminal (named terminal at port or place of destination)

Seller pays for carriage to the terminal, except for costs related to import clearance, and assumes all risks up to the point that the goods are unloaded at the terminal.

19.1.6 DAP – Delivered at Place (named place of destination)

Seller pays for carriage to the named place, except for costs related to import clearance, and assumes all risks prior to the point that the goods are ready for unloading by the buyer.

19.1.7 DDP – Delivered Duty Paid (named place of destination)

Seller is responsible for delivering the goods to the named place in the country of the buyer, and pays all costs in bringing the goods to the destination including import duties and taxes. The buyer is responsible for unloading. This term is often used in place of the non-Incoterms "Free In Store (FIS)". This term places



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the maximum obligations on the seller and minimum obligations on the buyer.

19.2 Sea and inland waterway transport

The four rules defined by Incoterms 2010 for international trade where transportation is entirely conducted by water are:

19.2.1 FAS – Free Alongside Ship (named port of shipment)

“Free Alongside Ship” means that the seller delivers when the goods are placed alongside the vessel at the named port of shipment. This means that the buyer has to bear all costs and risks of loss of or damage to the goods from that moment. The FAS term requires the seller to clear the goods for export. This is a reversal from previous Incoterms versions which required the buyer to arrange for export clearance. However, if the parties wish the buyer to clear the goods for export, this should be made clear by adding explicit wording to this effect in the contract of sale.

19.2.2 FOB – Free on Board (named port of shipment)

"Free on Board" means that the seller fulfils his obligation to deliver when the goods have passed over the ship's rail at the named port of shipment. This means that the buyer has to bear all costs and risks of loss of or damage to the goods from that point. The buyer must instruct the seller the details of the vessel and the port where the goods are to be loaded, and there is no reference to, or provision for, the use of a carrier or forwarder. The FOB term requires the seller to clear the goods for export.

19.2.3 CFR – Cost and Freight (named port of destination)

Seller must pay the costs and freight to bring the goods to the port of destination. However, risk is transferred to the buyer once the goods are loaded on the vessel. Insurance for the goods is not included. This term is formerly known as CNF (C&F).

19.2.4 CIF – Cost, Insurance and Freight (named port of destination)

Exactly the same as CFR except that the seller must in addition procure and pay for the insurance.



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NB: The details in this chapter are only indicative. Actual provisions of the laws as amended from time to time should be ensured by concerned department.

Abbreviations used:

AMC: Annual Maintenance Contract
BG: Bank Guarantee
CPWD: Central Public Works Department
CMD: Chairman & Managing Director
CS: Comparative Statement
CVC: Central Vigilance Commission
CVO: Chief Vigilance Officer
DAVP: Directorate of Advertising and Visual Publicity
D(F): Director (Finance)
D(T): Director (Technical)
DOP: Delegation of Power
EIC: Engineer In-charge
EMD: Earnest Money Deposit
FO: Furnace Oil
FOB: Free on Board
FOR: Free on Road
GCOC: General Conditions of Contract
G/H: Guest House
H-1: Highest bidder
HO: Head Office
HSD: High Speed Diesel
UCIL: Uranium Corporation of India Ltd
IV: Issue Voucher
L-1: Lowest bidder
LC: Letter of Credit
LD: Liquidated damages
MB: Measurement book
OEM: Original Equipment Manufacturers
OES: Original Equipment Suppliers
OIC: Officer In-charge
PO: Purchase Order
POL: Petroleum oil & lubricants
PRC: Purchase Review Committee
PQC: Pre-qualification criteria
PWD: Public Works Department



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SCOC: Special Conditions of Contract
SD: Security Deposit
SIV: Stores Issue Voucher
SPC: Store Purchase Committee
SSI: Small Scale Industries
TDC: Tender Document Cost
WO: Work Order
WTC: Works Tender Committee
IA: Internal Audit
SDC: Stores Disposal Committee
MSME: Micro, Small and Medium Enterprises



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CHAPTER - 20

FORMS

List of forms

1. *Undertaking not to give gift/inducement -----*
2. *Secrecy / confidentiality agreement -----*
3. *Pre Contract Integrity Pact -----*
4. *Bank Guarantee for Performance guarantee -----*
5. *Bank Guarantee for Advance Payment -----*
6. *Bank Guarantee for Earnest Money Deposit -----*
7. *Bank Guarantee for Security Deposit -----*
8. *Definition of Terms used -----*
9. *General Condition of Contract -Works Contract ----*
10. *Purchase Forms including General Condition of*
11. *Contract of Purchase Contract -----*

Annexure-I

General conditions of the contract (GCOC) -----



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**PURCHASE AND WORKS CONTRACT
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**UNDERTAKING NOT TO GIVE ANY GIFT /INDUCEMENT
IN CONNECTION WITH SECURING ANY FAVOUR IN
DEALING WITH UCIL**

Date:

To,

M/s. Uranium Corporation of India Ltd
PO Jaduguda Mines,
Distt -East Singhbhum
Jharkhand - 831 012

I / We am / are a
Vendor / Customer of Uranium Corporation of India Ltd (now onwards to be
referred as Company).

I / We agree and undertake:

Not to provide any gift and / or inducement to any employee of the Company
in connection with securing / being granted favour (s) in my / our dealings
with the Corporate office of the company and / or its any field units.

To immediately report any gift and / or inducement sought by any employee
of the Company granting favour(s) to me / us in my / our dealings with the
Company and / or its field units.

Signature.....
.....

Name.....
.....

Title.....
.....

Name of the Company and Address (with
Seal).....



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SECRECY / CONFIDENTIALITY AGREEMENT

THIS AGREEMENT, made and entered into this ____th day of _____, 20- - by and between URANIUM CORPORATION OF INDIA LTD., a company incorporated under Indian Companies Act having its registered office at PO Jaduguda, Distt - East Singhbhum, Jharkhand 831 012, India (hereinafter called "UCIL") on one part and _____, a company duly incorporated under _____, with its registered office _____ (hereinafter called _____) includes its successors and permitted assigns, on the other part.

WITNESSETH :

WHEREAS:

- A. UCIL intends to purchase _____ from _____ (Name of the company).
- B. _____ (Name of the company) intends to produce _____ at their project in _____ (Name of the place) and intend to sell the same to UCIL
- C. The parties, therefore, intend to enter into an MoU and subsequently an agreement for the sale and purchase of _____.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. The term "Confidential Information" means:
 - (1) All details supplied by UCIL/ (Name of the company) on technical, commercial and other information and data on the Process.
 - (2) All details supplied by UCIL/ (Name of the company) on technical, commercial and other information and data relating to the products.
2. Each party hereto shall keep secret and confidential any and all Confidential information it receives from any other party or parties hereto under this Agreement, and shall not use such Confidential Information for any purposes except for the said tender purpose hereunder. The obligations under this Article shall not apply to any information or data that :
 - (i) at the time of its disclosure hereunder is in the public domain,
 - (ii) after disclosure hereunder becomes part of the public domain by publication or otherwise through no fault of the party to whom such information or data is disclosed hereunder ("Receiving party") (but only after it is published or otherwise becomes part of the public domain),
 - (iii) the Receiving Party can show in its possession at the time of disclosure hereunder and which the Receiving party, without breach or any obligation is free to disclose to others, or



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(iv) was received by the Receiving Party after the time of disclosure by a party hereto ("Disclosing Party") hereunder from a third party who did not acquire it, directly or indirectly, from the Disclosing Party under an obligation of confidence and which the Receiving party, without breach of any obligation, is free to disclose to others.

For the purpose of this Article 2, information or data which is specific, e.g., those on operating conditions or equipment, shall not be deemed to be within the foregoing exceptions merely because it is embraced by general information or data in the public domain or in the possession of Receiving Party. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the possession of the Receiving Party, but only if the combination itself and its principle of operation are in the public domain or in the possession of the Receiving Party.

3. The Receiving Party shall limit the access to the Confidential Information received hereunder to its directors, officers and employees, who (i) need to have access with such Confidential Information, (ii) have been informed of the confidential nature thereof and (iii) have agreed to undertake the obligations of non-disclosure and non-use of such Confidential Information.

4. Upon request of UCIL,(name of the party) shall, free of charge, promptly return to UCIL all the Confidential information received from UCIL hereunder.

5. Each party hereto shall not, without the other party's prior express written consents, disclose or allow the disclosure of the existence of this Agreement.

6. It is mutually understood and agreed that no license or other rights are granted to any party hereto under this Agreement, by implication or otherwise, for any of the patents or patents applications of any other party hereto or as to any information and data disclosed by any other party or parties hereto under this Agreement.

7. None of the parties may assign its rights or obligations hereunder without the prior written consent of the other parties.

8. The obligation of non-disclosure and non-use of the Confidential information under this Agreement shall remain in effect for five (5) years after the date hereof and shall terminate upon lapse of said five (5) years.

9. This Agreement shall be governed by and construed in accordance with Indian laws.

10. Each party hereto acknowledges and agrees that monetary damages for any breach or threat of breach of this Agreement are inadequate. Each party hereto shall, therefore, be entitled to seek and obtain temporary and injunctive relief for any breach or threat of breach of this Agreement relating to its Confidential Information, in addition to any other remedy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the day and year first above



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written. The original shall remain with UCIL and the duplicate with(name of the party).

1. For _____
(Name)
Designation

Witness:

1.
(Name)
Designation

2. (Name)
Designation

2. For Uranium Corporation of India Ltd.

(Name)
Designation

Witness :

1.
(Name)
Designation

2.
(Name)
Designation



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PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter the Integrity Pact) is made on day of the month of year between Uranium Corporation of India Ltd (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. (hereinafter called the “BIDDER / Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores / Equipment / Item) and the BIDDER/Seller is will to offer / has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary Impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:
Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immediate benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not ;provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS



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- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER will full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

- 3 The BIDDER commit itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the followings:-
- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract.
- 3.3 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.



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- 3.7 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.10 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of fill of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956
- 3.11 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4 **Previous Transgression:**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified by the RFP).
- 5.2 The Earnest Money / Security Deposit shall be valid upto complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of



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Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6 Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the followings actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of Indian Rare Earths Limited for a minimum period of five years, which may be further extended at the discretion of the UCIL.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.



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- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7 Independent Monitors

- 7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER with 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8 Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9 Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.



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10 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11 Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and upto the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intensions.

12 The Parties hereby sign this Integrity Pact at _____ on _____.

BUYER

BIDDER

Signature

Name of the Officer

Designation

Witness

Witness

1

1

2

2



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PROFORMA FOR BANK GUARANTEE AGAINST PERFORMANCE GUARANTEE

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act having its registered office at PO Jaduguda, Distt- East Singhbhum, Jharkhand 831 012, India (herein after referred to as UCIL), for _____ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS the Agreement provides that the tenderer shall furnish a Bank Guarantee for Rs. _____ (Rupees _____ only) being _____% (_____percent) of the total agreement value as Guarantee for the due fulfillment by the tenderer of the terms and conditions contained in the Agreement, the guarantee remaining valid till the completion of the guarantee period.

We _____ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from UCIL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by UCIL by reason of breach by the said tenderer of any of the terms or conditions contained in the said Agreement or by reason of the Bidder's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

We undertake to pay to UCIL any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal. The payment so made by us under this guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We _____ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of UCIL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCIL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder and accordingly discharges this Guarantee.



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We also agree that interest at the rate of 12% (twelve percent) per annum will be paid by us to the UCIL from the date of demand for payment till the actual date of payment made by us.

Our Guarantee shall remain in force until and unless a demand or claim under this guarantee is made on us in writing within six months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We _____ Bank, further agree that UCIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the distributions exercisable by UCIL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of UCIL or any indulgence by UCIL to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder.

We _____ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of UCIL in writing.

Dated the _____ day of _____ 20__

_____ Bank

(Signature with name in Block letters with designation,
Attorney as per distribution of Attorney No. _____ dt. _____)

Bank's Common seal



URANIUM CORPORATION OF INDIA LIMITED

PURCHASE AND WORKS CONTRACT PROCEDURE – 2017

PROFORMA FOR BANK GUARANTEE AGAINST ADVANCE PAYMENT

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____, Uranium Corporation of India Ltd a company incorporated under Indian Companies Act having its registered office at PO Jaduguda, Distt- East Singhbhum, Jharkhand 831 012, , India (herein after referred to as UCIL), for _____ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS under the terms & conditions of the contract advance payment of Rs. _____ (Rupees _____) is to be made by UCIL to the tenderer, which the tenderer is to repay to 'UCIL', and whereas 'UCIL' has agreed in pursuance of the said terms and conditions of the contract to make advance payment of Rs. _____ (Rupees _____) to the tenderer furnishing a bank guarantee in the manner herein contained.

We _____ Bank, in consideration of the UCIL having agreed to pay to the tenderer an advance payment of Rs. _____ (Rupees _____ only) hereby agree and undertake to indemnify the UCIL and to keep the UCIL indemnified to the extent of a sum not exceeding the said sum of Rs. _____ (Rupees _____ only) against any damage or loss caused to or suffered by or that would be caused to or suffered by the UCIL by reason of any breach or non-fulfillment by the tenderer of any of the terms and conditions contained in the said Work order/Contract.

We further agree that interest at the rate of 12% per annum will be paid by us to the Contractee from the date of demand for payment till the actual date of payment made by us.

AND WE _____ Bank, do hereby undertake to pay on demand and without any demur to the UCIL any sum not exceeding the said sum of Rs. _____ (Rupees _____ only) as may be ascertained by the UCIL as the damage or loss that the UCIL may have suffered by reason of breach or non-fulfillment of any of the terms and conditions of the said Work Order/Contract by the tenderer.

AND WE _____ Bank hereby further agree that the decision of the UCIL as to whether the tenderer has committed breach of any such terms and conditions of the said Work Order/Contract or not and as to the amount of damage or loss assessed by the UCIL on account of such breach, would be final and binding on us.



URANIUM CORPORATION OF INDIA LIMITED

PURCHASE AND WORKS CONTRACT PROCEDURE – 2017

This guarantee shall come into force simultaneously with your making the said advance payment to the tenderer and shall not be revoked by us whether before its coming into force or any time during its currency without your previous consent in writing.

The payment so made by us under this Guarantee shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

Our guarantee shall remain in force until _____ (date) or such further date up to which this bank guarantee is renewed or extended and unless a claim under the guarantee is lodged with us within 6 (six) months from such date, all rights of UCIL under the guarantee shall be forfeited and we shall be relieved and discharge from all liabilities thereunder.

WE _____ Bank undertake not to revoke this guarantee during its currency except with the previous consent of the UCIL in writing.

Dated the _____ day of _____ 20__

_____ Bank

(Signature with name in Block letters with designation,
Attorney as per power of Attorney No. _____ dt. _____)

Bank's Common seal



URANIUM CORPORATION OF INDIA LIMITED

PURCHASE AND WORKS CONTRACT PROCEDURE – 2017

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be issued by approved Scheduled Banks)

In accordance with Notice Inviting Tender (NIT) No. _____ Dated _____ for the work of _____ (herein after referred to as “the said Works”) for Rs. _____ (Rupees _____ only), under _____ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at PO Jaduguda Mines Distt - East Singhbhum, Jharkhand- 831 012 , India (herein after referred to as UCIL), M/s _____ Address _____ [Herein after referred to as Contractor (s)] wish /wishes to participate in the said tender and a Bank Guarantee for the sum of Rs. _____ (in words) valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Bid Security.

We the _____ Bank (hereinafter called the said Bank) do hereby undertake to pay to UCIL, the sum of Rs. _____ (Rupees _____ only) by reason of the said tenderer’s failure to enter into an agreement of contract on intimation of acceptance of his tender and/or to commence the contract works and/or failure to deposit the security deposit within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the Notice Inviting Tender (NIT). We also agree that any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We also agree that notwithstanding any dispute or difference or any litigation in respect of or arising from the said contract and/or the acceptance of the tender of the tenderer afore stated by UCIL including the question as to the tenability of the claim of the UCIL for forfeiting the Earnest Money being the Bank Guarantee herein, we shall forthwith pay the said amount to UCIL on demand being made as aforesaid.

We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for entering into an Agreement of contract and that it shall continue to be enforceable till all the dues of the UCIL under the terms and conditions of the NIT for the work have been fully paid and its claims satisfied or discharged or till UCIL certifies, that the terms and conditions of the NIT have been fully and properly carried out by the said tenderer and accordingly discharges the guarantee.



URANIUM CORPORATION OF INDIA LIMITED

PURCHASE AND WORKS CONTRACT PROCEDURE – 2017

We _____ Bank further agree with the UCIL that the UCIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the NIT and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the UCIL against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the UCIL or any indulgence by the UCIL to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

We _____ Bank do hereby further agree that any change in the Constitution of the said tenderer or the Bank will not affect the validity of this guarantee.

We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the UCIL in writing.

Dated the _____ day of _____ 20..

_____ Bank

(Signature with name in Block letters with designation,
Attorney as per power of Attorney No. _____ dt. _____)

Bank's Common seal



URANIUM CORPORATION OF INDIA LIMITED

PURCHASE AND WORKS CONTRACT PROCEDURE – 2017

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. _____ dtd. _____ with _____ Uranium Corporation of India Ltd, a company incorporated under Indian Companies Act, having its registered office at PO Jaduguda Mines Distt - East Singhbhum, Jharkhand-831 012 , India (herein after referred to as UCIL), for _____ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with UCIL a security deposit of Rs. _____ (Rupees _____ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the supplier has chosen to submit a Bank Guarantee.

We _____ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from UCIL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by UCIL by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ plus interest @ 12% per annum from the date of demand for payment till the actual date of payment made by us.

We undertake to pay to UCIL any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these present being absolute and unequivocal. The payment so made by us under this guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We _____ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of UCIL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCIL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said tenderer and accordingly discharges this Guarantee. Our Guarantee shall remain in force until _____ and unless a demand or claim under this guarantee is made on us in writing within six months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We _____ Bank, further agree that UCIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary



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any of the terms and conditions of the said Agreement or to extent time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by UCIL against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of UCIL or any indulgence by UCIL to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.

We _____ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of UCIL in writing.

Dated the _____ day of _____ 20__

_____ Bank

(Signature with name in Block letters with designation,
Attorney as per power of Attorney No. _____ dt. _____)

Bank's Common seal



URANIUM CORPORATION OF INDIA LIMITED

PURCHASE AND WORKS CONTRACT PROCEDURE – 2017

ANNEXURE - I

DETAILS OF TOPIC OF CLAUSES REFERRED AT PARA 12.14, ABOVE

This document shall accompany and be a part of the contract entered into between the Uranium Corporation of India Ltd and the contractor for formulation of purchase orders and/or work contracts.

The purpose of this document is to establish general conditions for the contract which shall be binding upon the contractor.

General conditions of purchase orders & works contract shall include the following clauses:

1. **Definition of Terms**

1.1 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 - 831 012.

1.2 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.

1.3 Sub Contractor

The 'Sub-contractor' shall mean the person or company named in the contract for any part of the work or any person to whom any part of the contract has been sub-let by the Contractor with the consent in writing of the Purchaser and shall include his heirs, executors, administrators, representatives and assignees approved by the Purchaser.

1.4 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.



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- 1.5 Engineer / Engineer-in-Charge (EIC)
The term "Engineer" as used herein shall mean engineer or Engineer-in-Charge (EIC) as are designated by the company.
- 1.6 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.
- 1.7 Contract Specification
The term "Contract Specification" shall mean the schedules, detailed designs, statements of technical data, performance characteristics and all such particulars mentioned as such in the contract
- 1.8 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.
- 1.9 HO/CO
The term "HO/CO" shall mean Head Office /Corporate Office, at PO Jaduguda, Distt - East Singhbhum, Jharkhand - 831 012
- 1.10 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.

2 Contract

The Contractor with the Purchaser shall enter into a formal agreement for the proper fulfillment of the Contract.

3 Standards

The Machinery and Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the latest current edition or revision of the relevant Indian Standards and Codes shall be considered.

4 Scope of Order and Specifications



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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.

5 Inspection of site

The bidder or his representative shall be deemed to have inspected and examined the site and surroundings before submitting his tender and shall obtain the necessary information as to risks and other circumstances which may influence or affect his tender.

6 Assignment and Subletting

- 6.1 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.
- 6.2 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.

7 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 Excise duty, Sales tax, Service tax and any other applicable taxes, duties and all other statutory levies applicable.

The Contractor is responsible and liable for remitting all statutory dues (Service tax, VAT 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.



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8 Taxes, duties & levies

Bidders must clearly mention their Sales Tax & Service Tax Registrations, TIN etc. in their offers and invoices.

Sales Tax / VAT, Excise Duty, Service Tax etc. shall be clearly mentioned in the offer indicating the applicable rates.

In order to enable UCIL to avail tax benefits like CENVAT credit, Service Tax credit, VAT Credit etc, whenever the relevant Act, Rules and Laws permits, the supplier shall ensure submission of Cenvat Invoice/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.

9 Performance test

The Contractor shall be responsible for carrying out performance tests on all equipment supplied by him and/or procured by the Purchaser as indicated in the Technical specifications covered in this Tender document, in the presence of the Purchaser's representative. This responsibility shall rest with the Contractor regardless of whether the erection has been carried out by him or any other agency.

On the satisfactory completion of the performance test, the Purchaser will issue an Acceptance certificate on written request from the Supplier.

The date of the acceptance certificate shall be considered to be the date of satisfactory completion of the performance test.

10 Alteration of specifications, patterns and drawings

During the progress of the work, the Purchaser may require deviations from, additions to or omission in the drawings, specifications and the scope of work originally agreed upon between the Contractor and the Purchaser. Such changes shall not invalidate the Contract. The Contractor shall make such changes of whatever character they may be, as part of the Contract. As from that date the Stores shall be in accordance with the specifications, patterns and drawings so altered which the contractor is bound to comply with.

No change in the scope of the work shall be made without a written instruction issued therefore by the Purchaser. Revised drawings, bills of materials or specifications, shall also be considered as written instructions.

In the event of such alteration involving a revision in the cost, the same shall be discussed and mutually agreed to taking into account the unit rates of



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similar items in the contract. In case of disagreement, the decision of the Purchaser, in the cost, shall be final and conclusive.

11 Correspondence

All correspondence shall be in English and addressed to UCIL drawn to the attention of the officer issuing the order, unless otherwise specifically authorised.

12 Accident or Injury to Workmen

The Contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in the Contract. The company shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personnel in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the company against all such claims, damages, compensations and proceedings.

The Contractor shall forthwith report to the company all cases of accidents to any of his personnel and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

13 Compliance with Statutory and Other Regulations

The Contractor shall, in all matters arising in the performance of the Contract, conform at his own expense with the provisions of all Central or State statutes, ordinances or laws and the rules, regulations, or bye-laws of any local or other duly constituted authority and shall keep the Purchaser indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule regulations or bye-law.

The Contractor shall give all notices and pay all fees and taxes required to be given or paid under any Central or State statutes, ordinances or other laws or any regulations or bye-laws of any local or other duly constituted authority in relation to the contract.

14 Security regulations

The Contractor shall abide by all the security regulations at site promulgated by the Purchaser from time to time. The Contractor shall provide identity badges for all his personnel, which must be properly displayed by them at site.



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15. Method of black listing vendors

- 15.1 Any failure by the vendor/contractor to supply/execute the contract as per order may result in black listing vendor/contractor name from approved list of vendors while periodical review/updating of vendor list. The black listed vendor / contractor shall not be considered for a period of one year from the date of black listing. However competent authority can revoke any black list order subject to adequate justification for the same.
- 15.2 Further the competent authority can blacklist the bidder, if the bidder changes terms & conditions or prices or withdraw his quotation subsequent to the date of opening.
- 15.3 Further, the vendor shall be banned from doing any business with the company in case of:
- If security considerations including question of loyalty to the state so warrant.
 - 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.
 - 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 tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.

16 Secrecy

The Contractor shall not at any time during the pendency of the contract or there after disclose any information furnished to them by the Purchaser or any drawings, designs, reports and other documents and information prepared by the Contractor for this contract, without the prior written approval of the Purchaser except in so far as such disclosure is necessary for the performance of the Contractor's work and service hereunder.

17 Indemnity

The contractor shall indemnify the Purchaser and keep the Purchaser indemnified to the extent of the value of free issue materials to be issued till such time the entire contract is executed and proper account for the free issue materials is rendered and the left over/surplus and scrap items are returned to the Purchaser. The contractor shall not utilize the Purchaser's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause/result in any loss/damage to the Purchaser and in which case, the



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Contractor shall be liable to the Purchaser to pay compensation to the full extent of damage/loss and undertake to pay the same.

18 Death, Bankruptcy, etc.

If the Contractor dies or dissolve or go into bankruptcy, or being a corporation cause to be wound up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the estate of the Contractor or any such receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the Purchaser and shall remain liable for the successful performance of the contract, and nothing aforesaid shall be deemed to relieve the Contractor or his successors of his or their obligations under the contract under any circumstances. The Purchaser may terminate the Contract by notice in writing to the Contractor.

19 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 Authorised 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 statutory 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.

20 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.



URANIUM CORPORATION OF INDIA LIMITED

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22 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- 831 012 Email:cmdsect@uraniumcorp.in	Chief Vigilance Officer Uranium Corporation of India Ltd C/O Indian Rare Earth Ltd. Plot No 1207, Veer Savarkar Marg,PrabhaDevi Mumbai - 400 028 Email: cvo@irel.co.in
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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 expect 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



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ANNEXURE-IIA

GENERAL CONDITIONS OF CONTRACT

A)

INTERPRETATIONS AND DEFINITIONS

1.

Singular and Plural

Where the context so requires, words importing the singular only also include the plural and vice versa.

2.

Heading and Marginal Notes to conditions:

Heading and marginal notes to these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

3.

Definitions:

- a) Corporation' shall mean Uranium Corporation of India Limited having its registered office at PO Jaduguda, Distt - East Singhbhum, Jharkhand -831012 and includes a duly authorized representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.
- b) The 'Accepting Authority' shall mean the authority approved by Competent Authority.
- c) The 'Contract' shall mean the notice inviting the tender, the tender, and acceptance thereof and the formal agreement, if any, executed between the Corporation and the Contractor together with the documents referred to therein including these conditions, Designs, Drawings, Schedule of Quantities with rates and amounts and Schedule of Rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- d) The 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns or such individual or firm or company.
- e) The 'Contract Sum' shall mean:
 - i) In the case of Lump Sum Contracts the sum for which the tender is accepted.
 - ii) In the case of percentage Rate Contracts the estimated value of the works as mentioned in the tender adjusted by the Contractor's percentage.
 - iii) In the case of Item Rate Contracts the cost of the works arrived at after multiplying of the quantities shown in Schedule of Quantities by the item rates quoted by the Tenderer or as finally accepted for the various items.
- f) A 'Day' shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- g) 'Engineer-in-charge' shall mean the Engineering Officer appointed by the Corporation or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this Contract.
- h) 'Excepted Risks' are risks due to riots (otherwise than among Contractors' Employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war,



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- rebellion, revolution, insurrection, damage from aircraft, acts of god such as earth quake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting authority.
- i) 'Market Rate' shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage to cover all overheads and profit.
 - j) Schedule(s) referred to in these conditions shall mean the relevant Schedule(s) annexed to the tender papers issued by the Corporation or the standard Schedule of Rates prescribed by the Corporation and the amendments thereto issued from time to time.
 - k) The 'Site' shall mean the lands and/or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Corporation or used for the purposes of the Contract.
 - l) 'Temporary Works' shall mean all temporary works of every kind required in or about the execution, completion, maintenance of the works.
 - m) 'Urgent Works' shall mean any urgent measures, which, in the opinion of Engineer-in-Charge, become necessary during the progress of the works, obviate any risk of accident or failure of which become necessary for security.
 - n) A 'Week' shall mean seven days without regard to the number of hours worked any day in that week.
 - o) The 'Works' shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.

B) **SCOPE AND PERFORMANCE**

4. **Contract Documents:**

The Contractor shall be furnished, free of charge, one original and two photocopies of the Contract documents (Price Part) and one set of Technical Part. He shall keep one copy of the Documents on the site in good order and the same shall at all reasonable times be available for inspection and use by the Engineer-in-Charge, his representative or other Inspecting Officer.

4.1 None of these documents shall be used by the Contractor for any purpose other than that of this Contract.

4.2 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with Contract have noticed that the Indian official Secret Act 1923(XIX of 1923) applied to them and shall continue so to apply even after the execution of such works under the Contract.

5. **Works to be carried out:**

The work to be carried out under the Contract shall except as otherwise provided in these conditions, include all labour, materials, tools, equipment and transport which may be required in preparation of and for and in the full and entire execution



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and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labourers necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

6. Inspection of site:

The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and sub-soils (so far as is practicable), the form and nature of the site, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require, availability of labour, water, electric power. In general he shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

7. Sufficiency of Tender:

Description of item in the Schedule of quantities is brief and therefore, shall be read in conjunction with the relevant specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering. No claim, whatsoever, shall be entertained by the Corporation on account of insufficiency of any rate as quoted in the Schedule of Quantities and rates. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender of the works and of the rates and prices quoted in the Schedule of Quantities, in which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion, maintenance of works and shall also cover the cost of necessary protection, including labour, materials and equipment to ensure safety and protection against all risks, accidents compensation for injury to life and damage to property if any caused by the Contractor's operations connected with the work. The rates shall be firm and shall not be subject to change due to variation during the entire period of execution of the work in cost of materials, labour conditions or any other conditions whatsoever. The rates quoted by the Tenderer shall be inclusive of all taxes, duties and other statutory levies.

8. Discrepancies and Adjustment of Errors:

The several documents forming the Contract are to be taken as mutually explanatory of one another and the special conditions in preference to General Conditions.

8.1 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

8.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the



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execution of the whole or any part of the works comprised there in according to specifications or from any of his obligations under the Contract.

8.3 If on check there are found to be difference between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and general summary the same shall be adjusted in accordance with the following rules:

- a) The item description should be clear and unambiguous.
- b) In case of item rate tender , only quoted rate shall be considered.
- c) Rate quoted by the contractor in item rate tender in figure and words shall be accurately filled in si that there is no discrepancy in the rates written in figures and words. However , if a discrepancy is found , the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figure or in words then the rates quoted by the contractor in words shall be taken as correct.
- d) where the rates quoted by the contractor in figure and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rates has been quoted for any item(s) then rate for such item(s) will be considered as zero.
- e) In case of lump sum Contracts (based on bills of quantities/ quantity not shown as provisional), should any error in quantities or any omissions of items be discovered, the cumulative effects of which varies Rs. 20,000/- whichever is less, then the errors shall be rectified and the rectifications dealt with as for deviations/ variations under conditions 10 and 11 hereof, and the value thereof shall be added or deducted from the Contract sum, as the case may be, provided that there shall be no rectification of any errors, omissions or wrong estimates in the prices inserted by the Contractor in the Bills of quantities.

9. Security Deposit:

Total amount of Security deposit shall be limited to 10% of the awarded value of work. Fifty percent of this amount shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money.

- (a) Acceptable mode of payment of Initial Security Deposit/ Earnest Money:
 - i) For deposit upto Rs. 5,000/- : Demand Draft payable at SBI, Jaduguda/Hartopa.
 - ii) For deposit beyond Rs. 5,000/- and up to Rs. 1.00 Lakh.: DAC/TDR/FDR etc. from any Schedule Banks duly pledged in favour of UCIL. But in case of Earnest Money of amount more than Rs. 50,000/-, the Tenderer should submit Bank Guarantee issued by Nationalized bank as mentioned in Para 9(a)(iii).
 - iii) For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by Scheduled bank of jointly, severally bound with the Contractor to the



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purchaser for the amount same above. The terms of the said guarantee shall be such as shall be approved by the purchaser and the obtaining of such guarantee and the cost of guarantee to be so entered shall be at the expenses, in all respects, of the Contractor. The said guarantee shall be valid till the expiry of the defect liability period and issue of the final certificate by the Engineer, and with a claim period of Six months beyond it's required validity.

In addition to the above, further amount to the extent of the 5% of awarded value of the work will be deducted from the Running Account bills by way of percentage deductions. Such percentage deduction shall be @ 10% of the running account bills till the full amount of security deposit is realized/retained by the Corporation.

- (b) All compensation or other sums of money payable by the Contractor under the terms of this contract or any other contract or any other account whatsoever may be deducted from or paid by sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or become due to the Contractor by the Corporation or any account whatsoever and in the event of his security deposit be reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.
- (c) **Refund of Security Deposit:**
Initial Security Deposit shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per condition 31 hereof etc.
- (d) On expiry of the Defects liability period (referred to in condition 33 hereof) or after payment of the Final bill payable whichever is later, the Engineer-in-charge shall on request from the Contractor refund to him the remaining portion of the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

10. **Deviation/Variation Extent & Pricing:**

The Engineer-in-charge shall have power (i) to make alteration in, omissions from, additions to, or substitution for the original specification, drawings design and instructions that may appear to him to be necessary or advisable during the progress of the work and (ii) to omit a part of the works in case of non availability of a portion of the site or for any other reasons and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations, omissions additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contract shall be ordered by the Engineer-in-charge as a deviation and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall



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nevertheless carry it out and the disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance with condition 52.

10.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contract sum being ordered, be extended as follows if requested by the Contractor.

- a) In the proportion which the additional cost of the altered additional or substituted work, bears to the original Contract sum plus
- b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-charge.

10.b.1 Rate for such additional altered or substituted work shall be determined by the Engineer-in-charge as follows: -

- i) If the rate for additional, altered or substituted items of works is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or more Schedules of Quantities may form part of the Contract, the applicable rate shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that, at the lowest applicable rate for the same item of work in the other Schedule of Quantities.
- ii) If rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite Tenders, where two or more Schedule of Quantities form part of the Contract, the rate shall be derived from the nearest similar item in the Bills of Quantities of the particular part of works in which the deviation is involved, failing that, from the lowest of the nearest similar item in other Schedule of Quantities.
- iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-paras (i) and (ii) above, then such item of the work shall be carried out at the rate entered in the C.P.W.D. Schedule of Rates (current) then plus/minus the percentage by which the tendered amount of the work actually awarded is higher or lower than the estimated amount of the works actually awarded. (Applicable to measurement Contract is based on item rates or lump sum Contracts based on Bills of Quantities or percentage rate Contracts).
- iv) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-Para (i) to (iii) above, the Contractor shall within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge of the rate which he proposed to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-charge shall within three months thereafter, after giving due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate, which he proposes to claim, the rate for such item



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shall be determined by the Engineer-in-charge on the basis of market rate(s). for this purpose the purchase voucher etc. shall be produced by the Contractor to the Engineer-in-charge.

11. **Suspension of works:**

The Contractor shall on receipt of the order in writing of the Engineer-in-charge suspend the process of the works or any part thereof for such time and in such manner, as the Engineer-in-charge may consider necessary for and of the following reasons.

- i) On account of any default on part of the Contractor or
- ii) For proper execution of the works or part thereof for reasons other than the default of the Contractor; or
- iii) For safety of the works or part thereof.

12. **TIME AND EXTENSION FOR DELAY:**

The time allowed for execution of the works as specified in the Schedule - 'F' or the extended time, in accordance with these conditions shall be of the essence of the Contract. The execution of the work shall commence within 15 days after the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over the site whichever is earlier. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money/Security Deposit absolutely.

13.1 As soon as possible, after the Contract is concluded, the Engineer-in-charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract Documents for completion of items of the work. It shall indicate the force of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitation of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Contractor shall minimum in all cases in which the time allowed for any work exceed one month (save for special jobs) complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the Contract has elapsed 3/8th before 3/4th of such time has elapsed.

13.2 If the works be delayed by

- (a) Force major, or
- (b) Abnormally bad weather, or
- (c) Serious loss or damage by fire, or
- (d) Civil commotion, local combination of workmen, strike or engaged by Corporation in executing work not forming part of the Contract, or
- (e) Delay on the part of other Contractor or tradesman engaged by Corporation in executing work on to forming part of the Contract, or
- (f) Non-availability of stores which are the responsibility of Corporation to supply, or



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- (g) Non-availability or break-down of Tools and Plant to be supplied or supplied by Corporation or
- (h) Any other cause, which, in the absolute discretion of the Corporation, is beyond the Contractor's control.
- Then upon the happening of any such event causing delays, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.
- 13.3 Request for extension of time to be eligible for consideration shall be made by the Contractor in writing within fourteen days of the happening of the event causing delays. The Contractor may also, if practicable indicate, in such request, the period for which extension is desired.
- 13.4 In any such case, the Corporation may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing within 3 months of the date of receipt of such requests by the Engineer-in-charge.
- 14.1 If the Contractor required any item of T & P on hire from the Corporation, the Corporation will, if such item is available and the same can be spared, hire it to the Contractor at a rate to be fixed by the Engineer-in-charge.
- 14.2 The period of hire will be reckoned from the commencement of the day of issue up to the end of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return. The Contractor will be exempt from levy of any charges for the number of days he is called upon in writing by the Engineer-in-charge to suspend execution of the work, provided Corporation's T & P in question has, in fact, remained idle with the Contractor because of the suspension, provided the Contractor, in case the period of suspension, exceeds 11 days returns Corporation's T & P to the place from where the same was issued.
- 14.3 The Contractor shall be responsible for care and custody of Corporation's T & P (including employment of chowkider's) during the period Corporation's T & P remain with him and any damage (fair wear and tear excepted) to any of the equipment shall be made good at the Contractor's expense to the satisfaction of the Engineer-in-charge, unless, such damage is caused because of negligence of crew provided by the Corporation.
- 14.4 The Corporation give no guarantee in respect of output of his T & P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that outturn or performance of Corporation's T & P was not to the Contractor's expectations.
- 14.5 Corporation's T & P hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the Engineer-in-charge on completion of the work or section of the work or earlier on termination of the hire by the Corporation as hereinafter provided on a written notice by the Engineer-in-charge. The Corporation shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever on account of termination of hire of



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- Corporation's T & P by the Corporation. In such an event however, a reasonable extension of time shall be given by the Engineer-in-charge.
- 14.6 A Log Book for recording hours during which every item of Corporation's T & P issued to the Contractor has worked each day, shall be maintained by the member of the crew-in-charge thereof or any representative of the Engineer-in-charge appointed in that behalf and shall be daily attested by the Contractor or his authorized agent. In case the Contractor contest correctness of any entry and/or fails to sign the Log Book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges shall be calculated in accordance with the Log Book recorded time or as per term-hiring as the case be.
- 15.0 **MATERIALS:**
- 15(a) The Contractor shall, at his own expense, provide all materials required for the works other than those, which are to be supplied by the Corporation.
- 15(a) 1. All materials to be provided by the Contractor shall be, in conformity with the specification laid down in the relevant Indian Standard and the Contractor shall, if required by the Engineer-in-charge, furnish proof, to the satisfaction of the Engineer-in-charge, that the material so comply with the specifications.
- 15(a) 2 The Contractor shall at his own expense and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall, within seven days of supply of samples or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge, for his approval, fresh samples complying with the specifications laid down in the Contract.
- 15(a)3. The Engineer-in-charge shall have powers to require removal of all of the materials brought at site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other. All costs, which may accrue upon such removal and/or substitution, shall be borne by the Contractor.
- 15(a) 4. The Contractor shall indemnify the Corporation servant or employee of the Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any other charges which may be payable in respect of or any article or materials or part thereof included in the Contract. In the event of any claim being made or action being made or action being brought against the Corporation in respect of any such matters as aforesaid, the Contractor shall furnish indemnity immediately, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions/issued by the Corporation. But the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so being reimbursed to the



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Contractor only if the use was the result of any drawing and/or specification issued after submission of the Tender.

15(a)5. All charges on account of Octroi, Terminal or Sales Tax and other duties and taxes or materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.

15(a)6. The Engineer-in-charge shall be entitled to have tests carried out for any materials supplied by the Contractor other than those for which satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities, which the Engineer-in-charge may require for the purpose.

15(b) Materials to be supplied by the Corporation:

Materials to be supplied by the Corporation are shown in Schedule - B which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof.

15(b)1. If after acceptance of the tender, the Contractor desires the Corporation to supply any other materials, such materials may be supplied by the Corporation, if available, at rates to be fixed by the Engineer-in-Charge and all on payment before the materials are issued to the Contractor.

15(b)2. For the materials listed in Schedule-B, which the Corporation has agreed to supply the Contractor, he shall give reasonable notice in writing about his requirements to the Engineer-in-charge in accordance with the agreed phases of programme. Such materials shall be supplied for the purpose of the Contract of aforesaid Schedule, shall be set off or deducted, as and when materials are consumed in item of work for which payment is being made to the Contractor, or from any sums then due or which may after become due to the Contractor from/under the Contract. At the time of submission of bills the Contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-charge and certify that balance of materials supplied is available at site.

15(b)3. The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary, incorporating of fixing materials in the works including all preparatory work of whatever description as may be required.

15(b)4. All materials issued to the Contractor by the Corporation for fixing in the works (including preparatory work), and being surplus on completion or on foreclosure of the work be returned by the Contractor at his expense, at wear and tear and/or waste. If the Contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges from the site to such place, less the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the Corporation.

15(b)5. Surplus materials returned by the Contractor shall be credited to him by the Engineer-in-charge at rates not exceeding those at which these were originally issued to him after taking into consideration any determination or damage which may have been caused to the said materials whilst in the custody of the Contractor.



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15(b)6. If on completion of works the Contractor fails to return surplus materials out of these supplied by the Corporation, then in addition to any other liability which the Contractor would incur, the Engineer-in-charge may, by a written notice to the Contractor require him pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.

15(b)7. **Delay in obtaining materials by the Corporation:**

Owing to difficulty in obtaining certain controlled and other materials in the market, the Corporation has undertaken to supply them as specified in Schedule - B, there may be delay in obtaining these materials by the Corporation and the Contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Corporation on account of delay in supplying materials.

15(c) **GENERAL**

Materials required for the works, whether brought by the Contractor or supplied by the Corporation, shall be stored by the Contractor only at places approved by the Engineer-in-charge. Storage and safe custody of materials shall be the responsibility of the Contractor.

15(c)1. Corporation official concerned with the Contract shall be at liberty any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s), where such materials are assembled, fabricated, manufactured or any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

15(c) 2. Materials supplied by the Corporation and brought to the site by the Contractor shall not be removed off the site without the prior written approval of the Engineer-in-Charge. But whenever the works are finally completed, the Contractor shall at his own expense forthwith return to the Corporation all surplus materials originally supplied to him as per stipulation in the Contracts.

16. **LABOUR**

The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

16.1 The Contractor shall furnish to the Engineer-in-Charge at the intervals as decided by E.I.C., a distribution return of the number and description by trades of the work, people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damages and injury caused by them and (ii) the number of female workers who have been allowed



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- Maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.
- 16.2 The Contractor shall pay to labour employed by him wages not less than fair wages as defined in the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under.
- 16.3 The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under in regard to all matters provided therein.
- 16.4 The Contractor shall comply with the provision of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952 or any modifications thereof or any other Law relating thereto and rules made there under from time to time.
- 16.4(a) The Contractor shall be liable to pay his contribution and the Employees Contribution to the Employees State Insurance scheme in respect of all labour employed by him for the execution of the Contract, in accordance with provision of 'The Employees State Insurance Act, 1948' as amended from time to time and as applicable in this case. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer- in-Charge shall recover from the running bills of Contractor an amount of Contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable under Employees State Insurance scheme.
- 16.5 The Engineer-in-charge shall on a report having been made by an Inspecting staff as defined under the Contract Labour (Regulation) Act, 1970 and rules made there under have the power to deduct the money, due to the Contractor, any sum required estimated to be required for making good the loss suffered by a worker or workers by reason of no fulfillment of the conditions of the Contract for the benefit of workers, nonpayment of wages or of deduction made from his or their wages which are not justified by the terms of the Contract or non-observance of the said act.
- 16.6 The Contractor shall indemnify the Corporation against any payment to be made under and for observance of the Contract Labour (Regulation & Abolition) Act, 1970 and Rules made there under without prejudice to his right to claim indemnity from his Sub-Contractors.
- 16.7 In the event of the Contractor committing a default or breach of any of the provisions of aforesaid Act and rules made amended/amended from time to time, or furnishing any information or submitting or filling any Form/Register/Slip under the provisions of the Law which is materially incorrect, then on the report of the Inspecting Officer, the Contractor shall without prejudice pay to the Corporation a sum not exceeding liabilities for such defaults including liquidated damages etc. for every default, breach or furnishing, making, submitting, filling materially incorrect statement, as may be fixed by the Labour Department and the Contractor should indemnify the Corporation against all such liabilities.
- 16.7.1 Model Rules for Labour Welfare:**



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The Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare as provided under the Rules framed by the appropriate government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the Contractor.

Failure to comply with Model Rules for Labour Welfare, Safety code or the provisions relating to report on accidents and to grant Maternity Benefits to female workers shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default on materially incorrect statement or reports from the Engineer-in-charge in such matters, based on reports from the Inspecting officers shall be final and binding and deductions for recovery of such liquidated damages may be made from the any amount payable to the Contractor.

17. The Contractor shall not be permitted to enter on (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-charge at site and the Contractor shall on no account be allowed to extend his operations beyond these areas.

In respect of any land allotted to the Contractor for purpose of or in connection with the Contract, the Contractor shall be a licensee subject to the following and such other terms and the licenser may impose conditions as:

- i) That he shall pay a nominal license fee of Rs. 1 per year or part of a year for use and occupation, in respect of each and every separate area of land allotted to him
- ii) That such use or occupation shall not confer any right of tenancy of the land to the Contractor
- iii) That the Contractor shall be liable to vacate the land on demand by the Engineer-in-charge.
- iv) That the Contractor shall have no right to any construction over this land without the written permission of the Engineer-in-charge. In case he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the Corporation.

- 17.1 The Contractor shall provide, if necessary or if required on the site all temporary access there to and shall alter, adopt and maintain same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damage done to the site.

18. **SETTING OF THE WORKS:**

The Engineer-in-Charge shall submit the information necessary to enable the Contractor to set out the work. The Contractor shall provide all labour and setting out appliances required and set out the work and be responsible for the accuracy



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of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge, in which case cost of rectification shall be borne by the Corporation. The Contractor shall protect and preserve all benchmarks used in setting out the works till end of the Defect Liability Period unless the Engineer-in-Charge directs their earlier removal.

19. **SIDE DRAINAGE:**

All water, which may accumulate on the site during the progress of works or in trenches and excavations, shall be removed from the site to the satisfaction of the Engineer-in-charge and at the Contractor expenses.

20. **NUISANCE:**

The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance, inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally.

21. **MATERIALS OBTAINED FROM EXCAVATION:**

Materials of any kind obtained from excavation on the site shall remain the property of the Corporation and shall be disposed of as the Engineer-in-charge may direct.

22. **TREASURE TROVE, FOSSILS ETC.:**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of the Corporation and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such articles or thing and shall immediately open discovery thereof and before removal, acquaint the Engineer-in-charge and obtain his directions as to the disposal of the same at the expense of the Corporation.

23. **PROTECTION OF TREES:**

Tree designated by the Engineer-in-charge shall be protected from damage during the course of the works and earth level within 1.0 Mtr. of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

24. **WATCHING AND LIGHTING:**

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

25. **CONTRACTOR'S SUPERVISION - SUPERVISORY STAFF:**

The Contractor shall engage and keep at site, qualified technical staff/engineer with necessary supporting supervisory staff of sufficient experience of all types of works covered by this Contract and they should have all necessary authority to receive materials from the Corporation, issue valid receipt for the same, engage labour etc. and proceed with the work as required for speedy execution of the work.



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26. **INSPECTION AND APPROVAL:**

All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorized representative when each stage is ready. In default of such notice the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

26.1 No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination foundations before permanent work is placed thereon. The Contractor shall give the notice to the Engineer-in-Charge or his authorized representative whenever any such work or foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly; attend for the purpose of examining and measuring such work or of examining such foundation. In the event of the failure of the Contractor, such work shall be uncovered at the Contractor's expense for examination by the Engineer-in-Charge.

26.2 Corporation officers concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.

27. **DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE:**

The duties of the Representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Corporation nor to make any variation in the works.

27.1 The Engineer-in-charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractors a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-Charge to the Contractor within the terms of such delegation shall bind the Contractor and the Corporation as though it had been given by the Engineer-in-charge.

27.2 Failure of the Representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order pulling down, removal or breaking up thereof.

27.3 If the Contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-Charge, he shall be entitled to refer matter to the Engineer-in-Charge who shall thereupon confirm, reverse vary such decision.

28. **REMOVAL OF WORKMEN:**

The Contractor shall employ in and about the execution of the works such persons as are skilled and experienced in their several trades and Engineer-in-Charge shall be at liberty to object to and require the Contractor or to remove from the



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works any person employed by the Contractor in or about the execution of the works who in the opinion of the Engineer-in-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.

29. UNCOVERING AND MAKING GOOD:

The Contractor shall uncover any part of the works and/or make opening in or through the same as the Engineer-in-charge may from time to time direct for his verification and shall re-instate and make good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-Charge and subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and/or making opening or through reinstating and making good the same shall be borne by the Contractor.

30. WORKING DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

Subject to any provisions to the contrary contained in the Contract none of the permanent works shall be carried out during night or on Sundays or on authorized holidays without the permission in writing of the Engineer-in-Charge except when the work is unavoidable or absolutely necessary for the safety of life, property or works in which case the Contractor shall immediately advise the Engineer-in-charge accordingly.

31.1 COMPLETION CERTIFICATE:

As soon as the work is complete, the Contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the Contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of item the Engineer-in-Charge shall issue separate completion certificates for such items or group of items. No certificate of completion shall be issued, nor shall the work be considered to be complete till the Contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the Contractor, the workmen and cleaned all dirt from all parts of building(s), in upon or about which the work has been executed or of which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-Charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the Contractor shall fail to comply with any of the requirements of this conditions as



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aforsaid, on or before the date of completion of the works, the Engineer-in-charge may at the expense of the Contractor fulfill such requirements and dispose of the scaffoldings, surplus materials, and rubbish etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor, if the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid the Contractor shall forthwith on demand pay such excess.

31.2 If at any time before completion of the work, items or groups of items for which separate periods of completion have been specified, have been completed the Engineer-in-charge with the consent of the Contractor takes possession of any part of the same (any such parts being hereinafter in this conditions referred to as the relevant part) then notwithstanding anything expressed or implied elsewhere in this Contract.

31.2 (a) Within ten days of the date of completion of such items or group of items or of possession of the relevant part the Engineer-in-charge shall issue completion certificate for the relevant part as in conditions 31(1) as above provided the Contractor fulfils his obligations under that condition for the relevant part.

(b) The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.

(c) The Contractor may reduce the value insured to extent of full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. This estimate shall be applicable for this purpose only and for no other.

(d) For the purpose of ascertaining compensation for delay in completion of the work relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under the relevant condition and actual date of completion as certified by the Engineer-in-charge under this condition.

32. **COMPENSATION FOR DELAY**

(a) Liquidated Damages (LD) shall be levied where reasons are attributable to supplier / contractors for delays in execution of purchase order/ contract. LD shall be levied @0.5% per week or part there of on the value of unfinished supply/work order for each week of delay subject to a maximum of 5% of the total value of contract (excluding taxes and duties)

(b) Wherever the supply/work is on turnkey or having a bearing in commissioning and performance of the system in total, LD is to be imposed on total value, in such cases.

(c) If separate period of completion is specified for certain item of work or group of items of work, at the time of issuing the order, the LD can be levied on the total value of item of work or group of items of work which are completed beyond the agreed contract period. This aspect should be brought out in the tender document.

(d) If it is equally applicable to import orders then suitable provision to this effect has to be made in the order and L.C.



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- (e) All the proposals for waiver of LD shall be vetted by concerned SPC/WTC.
- (f) The Unit heads are authorized to waive LD arising out of POs/WOs issued under their delegated powers.
- (g) In all other cases approval for waiver of LD shall be accorded by CMD and proposal need to be sent through D (T)/D (F).

PENALTY/ BONUS

- (A) Penalty/ bonus clause may be incorporated in cases deemed necessary and not as a matter of routine, so as to develop a feeling of urgency in the supplier/contractor for earlier completion of the supply/work. CMD's approval is required for incorporating bonus clause in the tender document.

33. DEFECTS LIABILITY PERIOD

The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed before the expiry of the period hereto from the certified date of completion and intimation of which has been sent to the Contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.

- 34. From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may occur to the works or any part thereof and all Government T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion of the work, Corporation's T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instruction of the Engineer-in-charge.

- 34.1 Provided always that the Contractor shall not be entitled to payment unless the Contractor shall insure the works (from commencement to completion), the Corporation's T & P hired by the Contractor and all materials at site to their full value (as to Corporation's T & P according to the value indicated in Schedule-C), against the risk or damage from whatever cause arising other than the Excepted Risks. The said insurance shall be in joint name of the Corporation and the Contractor, The Contractor shall deposit with the Engineer-in-charge the said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by the Corporation and shall be paid to the Contractor in installments by the Engineer-in-charge for the purpose of re-building or replacement or repairs of the works and/or goods destroyed or damaged as the case may be. Provided however if the amount payable by the insurers in respect of any claim under such a policy is not in excess of the amount mentioned .Same



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may be recovered by the Contractor directly from the insurers and shall be utilized by him for the purpose of re-building or replacement or repairs of the works and/or goods destroyed or damaged as the case may be.

- 34.2 If the Contractor has blanket insurance policy for all his works and the policy covers all the items to be insured under this condition, the said policy shall be assigned by the Contractor in favour of the Corporation, provided however, if any amount is payable under the policy by the insurers in respect of works other than the work under this Contract, the same may be recovered by the Contractor directly from the insurers.
- 34.3 Where the Corporation building or a part thereof is rented by the Contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.
- 34.4 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all Claims, demands, proceedings, damages, cost of charge and expenses whatsoever in respect of or in relation thereto provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.
- 34.5 The Contractor shall at all times Indemnify the Corporation against all claims, damages, or compensation under the provisions of payment of wages Act - 1936, Minimum Wages Act - 1948, Employer's Liability act - 1938, The workmen's Compensation Act - 1923, Industrial Disputes Act - 1947, and Maternity Benefit Act - 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other persons in or about the works, whether in the employment of the Contractor or not, (save and except where such accident or injury has resulted from any act of the Corporation, it's agents or servants) and against all cost, charges and expenses of any suit action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim, without limiting his obligations and liabilities as above provided. The Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act - 1923 or any modification thereof or any other Law relating thereto.
- 34.6 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to there
- 34.7 The Contractor shall prove to the Engineer-in-charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defect Liability Period, if any.
- 34.8 The Contractor shall ensure that similar insurance policies are taken out by his Sub-Contractors (if any) and shall be responsible for any claims or losses to the



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- Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his Sub-Contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.
- 34.9 If the Contractor and/or his Sub-Contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then and in any such case the Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any money due or which may become due to the Contractor or recover the same as debt due from the Contractor.
35. **FACILITIES TO OTHER CONTRACTORS:**
The Contractor shall, in accordance with requirement of the Engineer-in-charge, afford all reasonable facilities to other Contractors engaged contemporaneously on separate Contracts in connection with the works and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the site on execution on any work not included in the Contract or of any Contract which the Corporation may enter into the connection with or ancillary to the works.
36. **NOTICES TO LOCAL BODIES**
The Contractor shall comply with and give all notices required under any governmental authority, interment, rule or order made under any act of parliament, state laws or any regulation or bye-laws of any local authorities relating to the works. He shall before making any variation from the Contract, drawings necessitated by such compliance give to the Engineer-in-charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-charge's instructions thereon.
- 36.1 The Contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any Act of parliament, state laws or any Government instrument, rule or order and any regulations or by-laws of any local authority in respect of the works.
37. **SUB CONTRACTS**
The Contractor shall not sublet any portion of the Contract without the prior written approval of the Accepting authority.
38. **INSTRUCTIONS AND NOTICES**
Subject as otherwise provided in this Contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by Engineer-in-charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-charge.
- 38.1 All instructions, notices and communications etc. under the Contract shall be given in writing and if sent by registered post to the last known place of above or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.



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- 38.2 The Contractor or his agent shall be in attendance at the site/ sites during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-charge may consider necessary. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to him.
- 38.3 The Engineer-in-charge shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a "Work site order Book" maintained in the office of the Engineer-in-charge and the Contractor or his authorized representative shall confirm receipt of such instruction by the Contractor, he shall be furnished a certified true copy of such instructions.
39. **FORE CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:**
If at any time after acceptance of the tender, the Corporation shall decide to abandon or reduce the scope of the works for any reason, whatsoever hence not require the whole or any part of the work to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage or which he might have derived from the execution of the works in full, which he did not derive in consequence of the fore closure of the whole or part of the works.
- 39.1 The Contractor shall be paid at Contract rates full amount for works executed at site, and in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure.
- (a) Any expenditure incurred on preliminary site work e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage, accommodation and water storage tanks.
- (b) i) The Corporation shall have the option to take over Contractor's Materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided however, the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Corporation, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
- ii) For Contractor's materials not retained by the Corporation, reasonable cost of transportation of such materials from site to Contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- (c) If any materials supplied by the Corporation are rendered surplus, the same except normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally



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issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from site to the Corporation stores if so required by the Corporation.

- (d) Reasonable compensation for transfer of T & P from site to Contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

The Contractor shall if required by the Engineer-in-charge furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

40. **TERMINATION OF CONTRACT FOR DEATH:**

If the Contractor is an individual or a proprietary concern and the individual or the proprietary dies and if the Contractor is a partnership in concern and one of the partners dies, then unless the Accepting Authority is satisfied that the legal representative of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and complete the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the partners. In the event of such cancellation the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

41. **CANCELLATION OF CONTRACT IN FULL OR IN PART:**

If the Contractor:

- a) At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge or
- b) Commits default the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
- c) Fail to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in notice given in writing in that behalf by the Engineer-in-charge.
- d) Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf consideration, any gift or of any kinds as an inducements or reward for doing or forbearing to or for having done or forbore to do any act in relation to the obtaining or execution of this or any other Contract for the Corporation.



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- e) Shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and terms of payment thereof have previously been disclosed in writing to the Accepting Engineer-in-charge.
- f) Shall obtain a Contract with the Corporation as a reward offering tendering or by other non - bonafied methods of competitive tendering or
- g) Being an individual, or if a firm any partner thereof, shall at any time be adjusted insolvent or have a receivers order for administration of his estate, made against him or shall take any proceeding, liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purpose so to do, or if any application be made under any Insolvency Act for the time being in force for sequestration of his estate or if a trust deed be executed by him for benefit of his creditor, shall be given to the Contractor for value of the work executed by him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor work or
- h) Being a Corporation, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a Receiver or Manager on behalf of the debenture holders shall be appointed or a circumstance shall arise which entitle the court or debenture holders to appoint a Receiver or Manager or
- i) Shall suffer an execution being levied on his goods and allow to be contained for a period of 21 days or
- j) Assigns, transfers, sublets (engagement of labour on a piece basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to transfer or sublet the entire works or any portion thereof, without the prior written approval of the Accepting Authority.

The Accepting Authority may, without prejudice to any other right to remedy, which shall have accrued or shall accrue thereafter, the Corporation by written notice cancel the Contract as a whole or only such items of work on default from the Contract.

- 41.1 The Accepting authority shall on such cancellation have power to
- (a) Take possession of the site and any materials, constructional plant, implements, stores etc. thereon, and/or
 - (b) Carryout the incomplete work by any means at the risk and cost of the Contractor.
- 41.2 On cancellation of the Contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part of the works is not to



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be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by the Contractor up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

- 41.3 Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any moneys due to the Contractor on any account, and if such moneys are not sufficient the Contractor shall be called upon in writing to pay same within 30 days.

If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the Contractor's unused materials, Unused materials, constructional plant, Implements, temporary building etc. and apply the proceeds of sale thereof, towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

- 41.4 Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plant etc. shall returned to the Contractor, provided always that if cost or anticipated cost of completion by the Corporation of the works is less than the amount which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.

42. **LIABILITY FOR DAMAGE/DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF:**

If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc. contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in that progress, the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-charge or his representative at any time during construction or reconstruction or prior to the expiration of the Defects Liability Period, that any works has been executed with unsound, imperfect or unskillful workmanship or that any materials are of a inferior quality to that Contract for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other fault have appeared in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be and/or remove the materials or articles at his own expense not withstanding that the same may have been to do so within the period to be



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specified by the Engineer-in-charge, may rectify or remove and re-execute the work and or remove and replace with other materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

- 42.1 In case of repairs and maintenance works, splashes and droppings from white washing, painting, etc. shall be removed and surface cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises etc. where the work is done, without waiting for completion of all other items of work in the Contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer-in-charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-charge shall give three days notice in writing to Contractor.

43. URGENT WORKS:

If any urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other work people carry it out as he may consider necessary. If the urgent work were such as the Contractor is liable under the Contract to carry out at his expense, all expenses incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

44. CHANGE IN CONSTITUTION:

Where the Contractor is a partnership firm, prior approval in writing of the accepting authority shall be obtained before any change is made to the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family-business concern, such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership, firm would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of condition 41(j) hereof and the same action may be taken and the same consequences shall ensue as provided for in the said condition 41.

45. TRAINING OF APPRENTICES

The Contractor shall during the currency of the Contract, when called upon by the Engineer-in-charge engage and also ensure engagement by Sub-Contractors and others employed by the Contractor in connection with the works, such number of apprentices in the categories as directed by E.I.C. and for such periods as may be required by the Engineer-in-charge. The Contractor shall train them as required under the Apprentices Act, 1961 and shall be responsible for all obligations, the



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employer under the Act including the liability to make payment of apprentices as required under the act.

46. **VALUATIONS AND PAYMENT:**

RECORDS AND MEASUREMENT:

The Engineer-in-charge, shall except as otherwise stated ascertain and determine the value of the works done in accordance with the measurement recorded and the Contract rates for each such items of work.

46.1 All items having a financial value shall be entered in Measurement Book, Level Book etc. prescribed by the Corporation so that a complete record is obtained of all work performed under the Contract.

46.2 Measurements shall be taken jointly by the Engineer-in-charge or his authorized representative and by the Contractor or his authorized representative.

46.3 Before taking measurements of any work, the Engineer-in-charge or the persons deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event, measurements taken by the Engineer-in-charge or by person deputed by him shall be taken to be correct measurements of the work.

46.4 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.

46.5 Measurement shall be signed and dated by both parties each day on the site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the Corporation, a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking measurements.

46.6 Where mode of measurement is not otherwise specified, the measurement shall be taken at site as per the latest I.S. Code of practice at the time of tendering.

47. **METHOD OF MEASUREMENTS:**

Except where any general or detailed description of the work in quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specifications notwithstanding any provision in the relevant standard Method of Measurement or any general or local custom. In the case of items, which are not covered by the Schedule of Rates/Specifications, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.

48. **PAYMENT ON ACCOUNT:**

Interim bills shall be submitted by the Contractors at intervals mentioned on or before the date fixed by the Engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.



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- 48.1 Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the Contractor is considered entitled by way of interim payment for all work executed after deducting there from the accounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.
- 48.2 Any interim certificate given relating to work done or materials supplied may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- 48.3 Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided.
49. **TIME LIMIT FOR PAYMENT OF FINAL BILL**
The Contractor shall submit the Final Bill within three months of physical completion of the works. The Contractor shall make no further claims after submission of the bill (final) and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-charge, shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge.
- a) Contract amount not exceeding Rs. 5 Lakhs..... two months
b) Contract amount exceeding Rs. 5 Lakhs three months
50. After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days his disputed claim shall be dealt with as provided in the Contract, provided however, no reimbursement or refund shall be made if the increase/decrease is not more than + 10% of the said price, and if so the reimbursement or refund shall be made only on the excess over + 10% provided that any increase will not be payable if such increase has become operative after the Contract extended date of completion of the works or items of work in question.
51. **OVER PAYMENTS AND UNDER PAYMENTS**
Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this Contract against the Contractor, the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that, under any other Contract with the Corporation (which may be available with the Corporation) or from his security deposits or he shall pay the claim on demand.
- 51.1 The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserves the right to enforce recovery of any over payment when detected, notwithstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed



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under condition 52 of this Contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.

- 51.2 If as a result of such audit and technical examination any over payment discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Corporation from the Contractor by any or all of the methods prescribed above or if any under payment is discovered, the amount shall be duly paid to the Contractor by the Corporation.
- 51.3 Provided that the aforesaid right of the Corporation to adjust over payment against amounts due to the Contractor under any other Contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a Minus bill, from the date the amount payable by the Contractor under the minus final bill is communicated to the Contractor.
- 51.4 Any amount due to the Contractor under this Contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Corporation on any other Contract or amount whatsoever.

ARBITRATION AND LAW

52.1 **ARBITRATION:**

Except where otherwise provided for in the Contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the Contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the Chairman & Managing Director of Uranium Corporation of India Limited, Jaduguda and if the Chairman and Managing Director is unable or unwilling to act to the sole arbitration, of some other person appointed by the Chairman & Managing Director, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Uranium Corporation of India Limited, Jaduguda and that he had to deal with the matters to which the Contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons, such Chairman & Managing Director as aforesaid at the transfer, vacation of the office of inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the Contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it. It is also a terms of this Contract that no person other than a person appointed by such Chairman & Managing Director, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs. 50,000/-(Rupees Fifty Thousand) and above, the arbitrator shall give reasons for the award.



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Subject as aforesaid, the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force, shall apply the arbitration proceeding under this clause. It is a term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under the clause together with the amount for amounts claimed in respect of each such dispute.

It is also a term of the Contract that if the Contractor does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Corporation that the bill is ready for acceptance of the Contractor, the claim of the Contractor will be deemed to have been waived and absolutely barred and the company shall be discharged and released of all liabilities under the Contract in respect of these claims.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The decision of the Engineer-in-charge regarding the quantum of reduction as well as justification thereof in respect of rates for substandard work, which may be decided to be accepted, will be final and would not be open to arbitration. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The venue of Arbitration shall be such place as may be fixed by the Arbitrator, in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding all the parties to this Contract.

52.2 **COST OF ARBITRATION**

Upon every or any such reference, the costs of and incidental to the reference and award respectively shall be in the discretion of the arbitrator, who may determine the amount thereof, or direct the same to be taxed as between solicitor and client, or as between party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid.

52.3 **WORK TO CONTINUE**

Work under the Contract shall be continued by the Contractor during the arbitration proceedings, unless otherwise directed in writing by the Corporation or the Engineer-in-charge or unless the matter is such that the works cannot possibly be continued until the decision of the arbitrator is obtained and except as those which are otherwise expressly provided in the Contract, no payment due or payable by the Corporation shall be withheld on account of such arbitration proceeding unless it is the subject matter or one of the subject matters of the arbitration.

53. **LAWS GOVERNING THE CONTRACT:**

This Contract shall be governed by the Indian Laws for the time being in force and it shall be deemed to have been executed at Jaduguda, District Singhbhum (East), Jharkhand within the ordinary Civil Jurisdiction of the competent courts in the district of Singhbhum (East).