

NOTICE INVITING E-TENDER (NIT) CUM REVERSE AUCTION OF

N.I.T. NO.: - MINES/ELECT/JAD/2026/1

Date: 01/05/2026

(e-Tender)

PART – I

(TECHNO COMMERCIAL PART)

**“UPGRADATION OF DC DRIVE & HMI OF 3rd STAGE CAGE & SKIP
WINDERS AT UCIL JADUGUDA MINES.”**

N.I.T. NO.:- MINES/ELECT/JAD/2026/1

(e-Tender)

F O R

**“UPGRADATION OF DC DRIVE & HMI OF 3rd STAGE CAGE & SKIP
WINDERS AT UCIL JADUGUDA MINES.”**

Note: - **Without filling the credential sheets in tender with copies of work order & completion certificate and last three years profit & loss statement and balance sheets, tender will be disqualified in Techno Commercial bid without any prejudice.**

C O N T E N T S

PART –I (TECHNO COMMERCIAL PART)

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Ref: - MINES/ELECT/JAD/2026/1

Date : 01/05/2026

N.I.T. No. MINES/ELECT/JAD/2026/1

Open tenders in One part (Part-I Techno-Commercial Part & Part-II Price Part) in prescribed format are invited from contractors having experience in similar nature of works in last seven years ending last day of month previous to the one in which applications are invited should be either of the following: -

1.	Name of Work: -	UPGRADATION OF DC DRIVE & HMI OF 3rd STAGE CAGE & SKIP WINDER AT UCIL JADUGUDA MINES
2.	Cost of tender documents	1000
3.	Estimated value of work	Rs. 15949116.00 (Including 18% GST)
4.	Completion Time	12 (TWELVE) months
5.	EMD shall be remitted by the way of Demand Draft or Bankers Cheque or BG in favor of URANIUM CORPORATION OF INDIA LIMITED JADUGUDA. No cash, MO, Fund Transfer etc shall be accepted.	Rs. 1,59,491/-
6.	Date of Commencement of Uploading of Tender Documents from:	As mentioned in Bid Detail
7.	Last date of uploading & submission of filled tender document (Tech. + Price) Part	As mentioned in Bid Detail
8.	Last Date of Submission of Document in Hard Copy of Uploaded Documents like PQC, EMD/ Bid Security Declaration, Cost of Tender document challan/D.D. etc.	As mentioned in Bid Detail
9.	Opening of Techno-Commercial bid Part-I	As mentioned in Bid Detail
10.	Reverse Auction Date	2 days after opening of Techno-Commercial and Price Bid
11.	Reverse Auction Time	2 hours after commencement of Reverse Auction

PRE- QUALIFICATION CRITERIA (PQC):

1. Only OEM (M/s. SIEMENS) or their Authorized SIEMENS System House with valid Authorization certificate can bid in this tender.
2. The Bidder must have experience in similar nature of works in last seven years to any Central / State Govt Organization / PSU / Public Listed Company ending last day of month previous to the one in which applications are invited should be either of the following:-
 - a) One similar nature of work not less than Rs. 127.6 lakh i.e.80 % of the estimated value of the work
or
 - b) Two similar nature of work not less than Rs. 79.7 lakh each i.e.50 % of the estimated value of the work
or
 - c) Three similar nature of work not less than Rs. 63.79 lakh each i.e. 40 % of the estimated value of the work.

Note: Similar Works means- "Work experience in commissioning/upgrading/AMC of PLC and Drives related to automation in Underground Mine Friction Winders".

2. Minimum average turnover of Rs. 47.84 lakh i.e. 30 % of the estimated value of the work for last 03

(three) financial years and submission of duly audited copy of Profit & Loss account and Balance sheet of financial years 2022-23 , 2023-24 & 2024-25 by Chartered Accountant.

3. The Bidder shall furnish a copy of PAN, GST, MSME/NSIC, PF Registration Number and IT returns of the last three financial years.

4. The bidder participating in the bid must have the Head Office or a Branch Office in the state of Jharkhand. **The bidder shall submit a 'self declaration' regarding the offices of the Company/Firm/Organization.**

The tender can be downloaded from GEM Portal site www.gem.gov.in, The cost of tender fee shall be paid through SBI Challan or Demand Draft payable at SBI Jaduguda in favour of UCIL. The copy of cost of tender documents in SBI Challan/Demand Draft shall be uploaded in GEM Portal site.

The original DD/SBI Collect Challan (UCIL Copy), Hard copy of Uploaded Document like PQC, NSIC/MSME, and EMD/Bid Security Declaration shall be submitted on or before the due date and time in the O/o. Dy. G.M. (P & IRs). In case of NSIC/MSME units, proper and valid documentary proof shall be uploaded at GEM Portal site www.gem.gov.in for exemption from submitting Cost of tender fees / E.M.D.

The tenders are to be uploaded at GEM Portal site www.gem.gov.in in all respect on or before the stipulated date mentioned above. Physical offers shall not be accepted by the corporation at any case.







The tender shall be opened by the Corporation's authorized representative(s) in the presence of tenderers, who may like to be present, at Jaduguda at scheduled time and date of opening of the tender. The price parts of only the qualified tenderers who qualify on the Techno Commercial part shall be opened.

The Corporation reserves the right to accept or reject any or all tenders either in full or part thereof or to split up the work if necessary, without arranging any reasons whatsoever.

The Corporation reserves the right to cancel the tender at any point of time without any prior notice due to any administrative reasons.

FOR URANIUM CORPORATION OF INDIA LIMITED

BANK CHALLAN FORMAT**Annexure - 1**

Uranium Corporation of India Limited 	Uranium Corporation of India Limited 	Uranium Corporation of India Limited 
Branch Copy 	Contractor/Candidate/Supplier Copy 	UCIL Copy 
Advt. No. / NIT No. _____	Advt. No. / NIT No. _____	Advt. No. / NIT No. _____
SBI Branch Name: JADUGUDA (00227)	SBI Branch Name: JADUGUDA (00227)	SBI Branch Name: JADUGUDA (00227)
A/C No. 35769323064	A/C No. 35769323064	A/C No. 35769323064
Contractor/Candidate/Supplier: Name: _____	Contractor/Candidate/Supplier: Name: _____	Contractor/Candidate/Supplier: Name: _____
Amount: Rs. _____	Amount: Rs. _____	Amount: Rs. _____
Bank Charges Rs. _____	Bank Charges Rs. _____	Bank Charges Rs. _____
Total Amount: _____	Total Amount: _____	Total Amount: _____
Amount in word: _____	Amount in word: _____	Amount in word: _____
Journal No. _____	Journal No. _____	Journal No. _____
Depositing Branch Name/Code	Depositing Branch Name/Code	Depositing Branch Name/Code
Contractor/Candidate/Supplier Signature	Contractor/Candidate/Supplier Signature	Contractor/Candidate/Supplier Signature
Authorised Official Signature	Authorised Official Signature	Authorised Official Signature
Important instructions 1. Candidate should deposit the fees at any SBI branch 2. Advertisement No. / NIT No. should be fed into CBS screen under Registration/Ref No.	Important instructions 1. Candidate should deposit the fees at any SBI branch 2. Advertisement No. / NIT No. should be fed into CBS screen under Registration/Ref No.	Important instructions 1. Candidate should deposit the fees at any SBI branch 2. Advertisement No. / NIT No. should be fed into CB screen under Registration/Ref No.

(Techno Commercial)

N.I.T. No. – MINES/ELECT/JAD/2026/1

Date:01/05/2026

**TENDER
FOR**

**“UPGRADATION OF DC DRIVE & HMI OF 3rd STAGE CAGE & SKIP WINDER AT UCIL
JADUGUDA MINES”**

The original DD/SBI Collect Challan (UCIL Copy), Hard copy of Uploaded Document like PQC, NSIC/MSME, and EMD/Bid Security Declaration shall be submitted on or before the due date and time in the O/o. DGM. (Pers & IRs).

DETAILED NOTICE INVITING TENDER

DETAILED NOTICE INVITING TENDER

1. Tenders are invited on behalf of the Chairman & Managing Director, Uranium Corporation of India Limited, Jaduguda for “Up gradation of SIEMENS SIMOREG DC Master 6RA70 DC Drive (Configuration having T400 Technology Board) to SIEMENS SINAMICS 6RA80 DC Drive system integrated with SIEMENS SIMATIC S7300 PLC System for 3rd stage CAGE & SKIP Winder (Located at **555ML underground**) Operation at UCIL, Jaduguda with supply, Installation, commissioning & testing of materials”.
2. The tender shall be in prescribed Form and it shall be valid for a minimum of six months from the date of opening of tender. If the tenderer modify or withdraw his tender within the said period of six months from the date of opening the tender, Earnest Money deposited by the tenderer shall be forfeited.
3. The works are required to be carried out as given in the Special conditions of Contract from the seventh day after the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over of the site, whichever is later, in accordance with the phasing, if any indicated by the Corporation in the tender documents.
4. Chairman and Managing Director shall be the Accepting Officer herein after referred to as such for the purpose of this contract.
5. Documents as required shall be submitted to DGM (P&IR), Jaduguda so as to reach his office not later than last date and time for submission of tender document.
6. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of considerations and rates at which stores, tools and plants, etc. will be issued to him by the corporation and local conditions and other factors bearing on the execution of the work.
7. A tenderer should quote in figures as well as in words rate (rates) tenderer. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as words, and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words.

In case of words ‘Paisa’ after the decimal figures, e.g. Rs.2.15p and in case of work the words ‘Rupees’ should precede and the words ‘Paisa’ should be written at the end unless the rate is in whole rupees and followed by words ‘only’ it should invariably be up to place of decimal.
8. All rates shall be quoted on the tender form in triplicate.
9. In the case of item rate tender, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected.
10. The tender for the works shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered for the same works. Failure to observe this condition shall render the tender of the contractor tendering as well as of those witnessing the tender liable to rejection.
11. Tenders shall be received by DGM (P&IR) up to 3.00 PM before the last due date for submission of tender document and shall be opened at 3.30 PM on same date in the presence of tenderers who may be present.
12. The tender shall be accompanied by Earnest Money of Rs. **1,59,491/-** (Rs. ONE LAKH FIFTY NINE THOUSAND FUR HUNDRED NINETY ONE only) in the form of DD in favour of Uranium Corporation of India Limited, Jaduguda payable at State Bank of India, Jaduguda.

13. The Uranium Corporation of India Limited , Jaduguda is connected by both rail and road links and situated on the Howrah – Mumbai line of S.E. Railway at a distance of 232KM,from Howrah and 27 KM from Tatanagar. The name of the railway station is Rakha Mines. Jaduguda is at a distance of about 35 KM from Tata by road on Tata – Musaboni road, the main plant is located at about 5 KM from Rakha Mines Railway station.
14. Uranium Corporation of India Limited, Jaduguda will return the Earnest Money without any interest to unsuccessful tenderer. A tenderer shall submit the tender which satisfied each and every condition laid down in this notice, failing which, the tender will be liable to be rejected.
15. The corporation does not bind themselves to accept the lowest or to give any reasons for their decision.
16. The corporation reserve to themselves the right of accepting the whole nor any part of the tender and tenderer shall be bound to perform the same at quoted rates.
17. The corporation reserves the right to cancel the tender at any point of time without any prior notice due to any administrative reasons.
18. Sales tax or any other tax on materials in respect of this contract shall be payable by the contractor and the corporation will not entertain any claim whatsoever in this respect.

This notice of tender shall form part of the contract documents.

PARAMETER FOR E-REVERSE AUCTION:

Estimated Cost / Entry Start Price / Reverse Price for e-Reverse Auction	L1 price of the financial bids of the Techno-commercially Qualified Bidders.
Minimum decremental value	To be notified by UCIL on case to case basis in NIT.
Eligible Bidders to participate in e-Reverse Auction	Techno-commercially qualified bidders to give declaration to participate in Reverse Auction within an hour of opening of Price bids
Start Date & Time of e-Reverse Auction	after 2 working days of opening of price bids
Initial Duration of e-Reverse Auction	02 Hrs (from 15.00 Hrs to 17.00 Hrs.)
Automatic Extension of “Reverse Auction closing time” if the last bid received within a pre-defined time duration before the “Reverse Auction closing time:”	Yes
Pre-defined time duration (as mentioned above)	05 minutes
Time of each Automatic Extension	15 minutes
Display of Lowest Bid (L1)	Yes (To all Bidders) (Without the bidder identity)

REVERSE AUCTION PROCEDURE:

A. PROCEDURE FOR E-REVERSE AUCTION:-

1. The reverse auction is to be carried two days after the opening of e-price bids.
2. If L1 party decides to be out of reverse auction, the party will be allowed to do so. However, if the Reverse Auction yields a lower price, the L-1 party would have no claim / right to be awarded.
3. Other parties if opts out they will be assumed to be to be not participating in tender. No chance shall be afforded later.
4. The L-1 bidder after reverse auction shall be considered, as final L-1 & the case for awarding shall be processed as per policy & NIT.
5. The break-up of final price viz. basic rate, freight charge, inspection charge etc. will be taken for processing the case after reverse auction has concluded.
6. After conduction of reverse auction, distribution of work amongst bidders shall be done as per NIT, after evaluating L-1, L-2 etc.

B. GUIDELINES FOR REVERSE AUCTION:-

1. Any tender can be cancelled/ withdrawn at any time before award of contract, which is invariably mentioned in NIT.
2. Number of participants allowed in reverse auction:
 - a) In case of single eligible (techno- commercial qualified) party, no reverse auction shall be conducted & tender shall be finalized subject to reasonability of the rate.
 - b) Reverse Auction shall be conducted for two (2) or more techno-commercially qualified parties.
 - c) For 2-4 techno- commercially qualified parties, reverse auction shall be conducted with all parties.
 - d) For 5-6 techno- commercially qualified parties, one highest bidder (H-1) shall not be allowed to participate in reverse auction.

- e) For 7-10 techno commercially qualified parties, two highest bidders (H-1 & H-2) shall not be allowed to participate in reverse auction.
 - f) For more than 10 techno- commercially qualified parties, only lowest 8 (eight) bidders shall be allowed to participate. However, in case of tie in the eighth (last) position, all such parties shall be allowed to participate in the reverse auction i.e., in case there is tie of 2 parties in 8th lowest position (L-8), then both of them shall be allowed to participate in reverse auction.
3. Lowest bid implies the bid whose landed cost is lowest considering freight, inspection charge & less input credits for GST. (Reverse auction shall be conducted on landed cost excluding GST).
 4. The base price, minimum detrimental value, pre-defined time duration of quoting the revised rate (in minutes) shall be available with the service provider portal as per the format to be uploaded with NIT.
 5. Closing price (CP) of reverse auction shall be treated as new L-1 and tender shall be processed accordingly.

C. INSTRUCTION FOR REVERSE AUCTION:-

1. UCIL reserve the right to go for e-auction condition. In case of any eventuality, the cases will be decided as per the rates submitted in the e-tender. Hence, the bidders are advised to submit their offers accordingly.
2. Only the bidders who have qualified the techno commercial bid of the tender and whose price bid has been opened are eligible for participating in the reverse auction.
3. The lowest landed cost (net price) of e-tender, evaluated after opening of price bids shall be considered as base price (floor price) for reverse auction and accordingly the reverse auction shall be started. All bidders will be given opportunity to look at to L-1 price and submit their net price in the reverse auction process.
4. The procedures and other terms & conditions of reverse auction shall be uploaded on our website one week before the opening of price bids and starting of reverse auction. The bidders are requested to go through our website regularly to keep them updated about the procedures and terms & conditions.
5. The bidders participating in reverse auction shall be required to complete all formalities & submit the required documents as desired under the above stated procedures and terms & conditions.

For Chairman & Managing Director
Uranium Corporation of India
Limited.

CONDITIONS OF TENDERING

1.0 PREPARATION OF TENDERS

1.1 TENDERERS TO STUDY

1.1.1 Before submission of the tender, the Tenderers are advised to make themselves fully conversant with the conditions of tendering, General Conditions, Special conditions, Site conditions, specifications, schedules, Drawings and all other relevant information so that no ambiguity may arise in these respects subsequent to the submission of the tender.

1.1.2 The Tenderer shall be deemed to have read all documents.

1.1.3 The tenderer shall submit his tender strictly in accordance with the tender specified and terms and conditions laid down in the tender document.

Should there be any discrepancy, in or any doubt, or obscurity to the meaning of any of the clauses of the tender document, or as to anything to be done or not to be done by the accepted tenderer or as to these instructions observed by the intending tenderer or as to these instructions observed by the intending tenderer, the tenderer must set forth in writing such discrepancy doubt or obscurity, and submit the same in duplicate to the Corporation (Attn: _____) as soon as possible but not later than date of closing of uploading of tender for such purpose. The elucidation given by the Corporation shall be final and binding on the Tenderers.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the ground and sub soil as far as is practicable, the form and nature of the site, the means of access to the site, the accommodation they may require and generally tenderer shall themselves obtain all necessary information as to risks, contingencies and circumstances which may influence of effect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspect it or not and no extra changes consequent on any misunderstanding or otherwise shall be allowed.

1.1.3 By submitting a tender for the work, tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, if so required and that the rates quoted by him in the tender will be adequate to complete the work in all respects according to the specifications and other conditions and that he has taken into account all conditions and difficulties that may be encountered during its progress whether or not expressly provided in the tender document but necessary for the completion and maintenance of this work to the entire satisfaction of the Engineer. Site will be handed over to the contractor as it is.

1.1.5 The tender shall be neatly arranged, plain and intelligible with numbered pages. They should not contain any terms and conditions, which are not applicable to the tender.

1.1.6 Insertions, postscripts, additions and alternation shall not be recognized unless confirmed by the tenderer's signature.

1.1.7 The tenders shall contain prices in prescribed format for the work. Bidder shall quote in the Schedule of Quantities. Bidder shall quote prices in Indian Rupees only.

1.1.8 Tenders (Techno commercial Part-I as well as Price part Part-II) shall be submitted in a manner asked for. In present case, the bids are invited under **e-tendering system**; bidders are requested to refer **Instructions for participating in E-Tendering as per GEM Portal only**.

Bids submitted manually shall be rejected.

1.2 Language

English shall be the ruling language. All tenders, drawings, technical data document and/or correspondences shall be in English.

1.3 Canvassing prohibited

Canvassing in any form is strictly prohibited and any tenderer found to have resorted to canvassing shall be liable to have his tender rejected summarily.

1.4 MISINFORMATION

If the tenderer deliberately gives wrong information in his tender to create circumstances for the acceptance of his tender, the purchaser reserve the right to reject such tender.

DOCUMENTS NOT TRANSFERABLE

Tender documents are not transferable.

1.5 NOT MORE THAN ONE TENDER

A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits more than 'one [01] Bid' will cause all his bids to be disqualified.

1.6 TENDER DOCUMENT PROPERTY OF THE PURCHASER

Tender documents in which tender is submitted by a tenderer shall become the property of the purchaser and the purchaser shall have no obligation to return the same to the tenderer.

1.7 TENDERER TO BEAR EXPENSES

The purchaser shall not be liable for any expenses whatsoever incurred by the Tenderer in the preparation of the tender whether his tender is accepted or not even if the purchaser calls for complete withdrawal of invitation of tender.

1.8 The bids should be submitted by Sole bidder only. Consortium bidding is not allowed for this package.

2.0 UPLOADING/SUBMISSION OF TENDER

2.1 Tenders to be in One parts.

2.1.1 Unless otherwise instructed to the contrary all tenders shall be submitted in One parts i.e; **Part-I: Techno- Commercial** and **Part-II: Price Part**. Tenders are to be uploaded as per prescribed format, supported by relevant papers asked for.

- 2.1.2 First of all, only Techno-commercial part (Part I) of the offer will be opened and Price part (Part II) of only those tenderers, who qualify Techno- Commercially, will be opened at later date. Date of opening of Price part will be intimated to Techno-commercially qualified tenderers later on.

LIST OF DOCUMENTS TO BE UPLOADING/SUBMITTED IN PART-I

- (a) Tenderer's covering letter.
- (b) Cost of tender document
- (c) Document showing deposit of earnest money, as asked for, in the NIT
- (d) Filled in proposal exhibit sheets.
- (e) List of jobs(Work order copy along with BOQ) executed during last 07(Seven) years with following information's :-
 - (i) Name of purchaser and name of work.
 - (ii) Scheduled completion time with name and nature of jobs with awarded value& completed value.
 - (iii) Actual completion time of the work.
- (f) PAN, GSTIN, PF No. & Other document as may be required to be submitted along with the tender in accordance with Technical specifications, Special conditions and General conditions of NIT Tender Document.
- (g) Financial status, Balance sheet, Profit and Loss Account for last three years, Chartered accountant certificate as per Financial Qualifying Criteria
- (h) Integrity Pact duly signed & stamped.

LIST OF DOCUMENTS TO BE SUBMITTED IN PART-II (PRICE BID)

- a) Filled in Schedule of quantities (mentioned under price proposal in NIT tender document) which included the list of items of work quantities of each items, rate quoted and amount computed for all items and total value of work.

2.2 DOCUMENTS COMPRISING THE BID -

The tenders are to be uploaded at GEM Portal site www.gem.gov.in on or before due date & time fixed for submission of the bid. Physical submission of tender shall not be accepted.

In present case, the bids are invited under e-tendering system; bidders are requested to refer Instructions for participating in E-Tendering on GEM Portal site only.

2.3 **AUTHORISATION**

In the event of the tender being submitted by a partnership firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so, certified (scan) copy of which shall be uploaded. Tender submitted on behalf of complete registered under the Indian Companies Act, for the time being force, shall be signed by persons duly authorized to submit the tender on behalf of the company and shall be accompanied by certified copies of the resolution, extracts of articles of association, special or general power of attorney and other information to show clearly the title authority and designation of persons signing the tender on behalf of the company.

2.4 DELIVERY OF TENDER

2.4.1 The completed tender with all enclosures shall be uploaded at GEM Portal site.

3.0 VALIDITY OF TENDER

The tender submitted shall be deemed to constitute an agreement between the tenderer and the Corporation whereby such tender shall remain open for acceptance by the Corporation for a period of **06(Six months)** from the date of opening of techno-commercial part (Part I), during which period the tenderer shall not withdraw his offer or amend, impair or derogate there from. In case of extension of date of downloading/ submission, tenderers who have submitted the offer, can resubmit their offer after permission of Purchaser. Every tenderer is requested to furnish all the relevant information to make the tender complete so as to avoid undue delay in finalization of offers.

Every tenderer shall be deemed to have agreed as aforesaid in consideration of the tender being considered by the purchaser in terms here of, provided the same has been duly submitted and found to be in order. If the tenderer be notified in writing at the address given in the tender within the said period of six months that has been accepted, he shall be bound by the terms of agreement constituted by his tender and such acceptance thereof by the purchaser until a written contract has been executed in place of such agreement.

The tenderer whose tender has been accepted and so notified shall become the "Successful Tenderer".

The Purchaser may solicit the Tenderers' consent to an extension of the bid validity period. The request and responses thereto shall be made in writing. If a Tenderer accepts to extend the period of validity, the EMD/Bid Security shall also be extended by the Tenderer accordingly. A Tenderer accepting such request, shall not modify its bid on its own.

4.0 EARNEST MONEY

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

EMD EXEMPTION.:

Tenderers registered with National Small Industries Corporation/ Small Scale Industries/ Micro, Small scale Industry (MSE) or DGS&D for the tendered work will be exempted from submission of EMD & Cost of Tender. The tenderer should enclose an authenticated/ notarized copy of their valid registration certificate (latest) with NSIC, MSME, SSI, DGS&D for grant of exemption.

PSUs, State Government Undertakings are exempted from payment of EMD with the prior approval of competent authority of UCIL.

5.0 SECURITY DEPOSIT

Security deposit has to be deposited at the time of execution of agreement including the amount deposited as Earnest Money as mentioned in Schedule F.

- (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 .
 - iii) For deposit beyond Rs. 1.00 Lakhs: Bank Guarantee issued by Scheduled bank of jointly, severally bound with the Contractor to the 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 (12 months) and issue of the final certificate by the Engineer, and with a claim period of Six months beyond it's required validity.
- (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.
- (d) On expiry of the Defects liability period 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.

6.0 AWARD OF CONTRACT

The acceptance of a tender and award of contract to one or more than one Tenderer, if considered necessary, rests with the Corporation (UCIL). Corporation has the right to regroup the packages under the Tender. It shall not be obligatory on the part of the UCIL to accept the lowest tender. The Purchaser would be at liberty to accept any tender, lowest or otherwise, in whole or in part and to reject any or all the tenders received, without assigning any reason, and no explanation and compensation can be demanded from him by any Tenderer in respect thereto.

L1 bidder will be decided based on lowest total quoted rates, rebates if any of package + GST (@18%) for the entire work as given in price part format which will be added automatically over quoted total rates after rebates if any.

Base date shall be schedule date of opening of the (Part-I) Techno-Commercial Bid.

7.0 Corporation's equipment

UCIL shall not provide any equipment against this job on hire basis or free of charge.

8.0 FOREIGN EXCHANGE

Not Applicable.

9.0 TIME OF COMPLETION

Time of completion for the complete package work shall be **07 (seven) months**. The time of completion shall be reckoned 15 days from date of issue of work order/LOI whichever is earlier. However, the tenderer shall indicate the earliest possible time for completion of the works. The work shall be considered finished only if the Engineer-in-charge has issued a certificate to that effect.

10.00 OPENING OF TENDERS

Tenders will be opened at the place notified on the scheduled date and time.

11.0.0 DRAWINGS :

Tender drawings(If Required) are enclosed separately for general idea of works and reference. All drawings forwarded as part of the Tender whether so required by any reference in the specifications or not shall remain the property of the Purchaser. All the drawings are to be signed and returned.

12.0 SECRECY

The Tenderer (whether his Tender is accepted or not) shall treat the details of the Tender Specifications and other documents attached thereto, as private and confidential. The Tenderer shall take necessary steps to ensure that all persons employed in any work in connection with his tender have noticed that the Indian Official Secret Act 1923 (XIX of 1923) and Indian Atomic Energy Act 1962 (274III of 1962) amended thereafter applied to them and shall continue so to apply even after award of the Contract (Whether his Tender is accepted or not).

13. The eligibility to be decided strictly based on document submitted at the time of receipt of tenders. No additional documents are allowed to be submitted after receipt of tenders but there is no bar to seek clarification on authentication of submitted documents. However in case of poor response, with a view to increase the competition, admission of additional documents to meet the PQC may be allowed subject to the condition that

(a) "Poor response" implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.

(b) The additional documents should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.

(c) The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT. The opportunity of submission of additional documents be given to all the bidders.

DETAILS OF CREDENTIALS/INFORMATION SHEET ABOUT THE TENDERER/CONTRACTOR

(To be filled-in by the tenderer/contractor)

1. Name of the Firm/Company of the Tenderer : _____
2. Name & address of the Chief Executive/
Chairman and Managing Director of the
Firm with Telephone no. . : _____

3. Registered Office and address of the firm
With Telephone and Fax no. : _____

4. Address for Correspondence/all
communications with the firm : _____

5. Name, designation, address of the
person authorised to deal with this
tender/work : _____

6. Nature of the registration of the firm : Limited Co./Private Ltd./
Partnership Co./Proprietor shipfirm
7. Registration No. with date and
Registering Authority : _____

<u>8.Name of Directors/Partners</u>	<u>Occupation</u>	<u>Address</u>

9. Address of the office/work site of the tenderer, nearest to the place of the work being tendered : -----

10. Particulars about the professional persons employed by the firm :

Name of the professional persons & Address	Qualification	Experience in no. of years	Nature of experience	Date of joining

11. Details of the work experience of the firm :

Name & Address of the client	Name of the work & Contract No.	Value	Completion time	
			Scheduled	Actual

12. Financial Particulars:

(a) Authorized capital :
 (b) Paid up capital :
 (c) Working capital-limit in cash/credit for, bill : Branch : -----
 Purchase/discount-forms etc. from the bank Value of Rs.....
 (d) Loans and Advance taken :
 (e) Loan and advances outstanding :

f) Value of work/turn over done during preceding three years (2022-23, 2023-24 & 2024-2025) :

Financial year	Value of work	Income Tax deposited

g) Audited balance sheet and profit and loss Account for the last 3 years 2022-23, 2023-24 & 2024-2025.

13. Furnish copy of Income Tax Return for the last three years 2022-23, 2023-24 & 2024-2025.

14. Income Tax/PAN/GIR No. :

15. GSTIN :

16. Contract Labour Regulation & Abolition Act, Regd. No. :

17. Any other relevant Regn. No. if any :

18. Details of ownership of various construction equipments furnished as enclosed :

Name and signature of Authorised Representative of Tenderer/Contractor

LIST OF SIMILAR JOBS ONLY EXECUTED DURING LAST 7 YEARS (STARTING FROM MOST RECENT JOB)

Year	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	2024- 2025
Name of the Work							
Name & Address of client with contact phone no.							
Contract value							
Completion period							
Date of commencement							
Date of completion							
Reasons for delay, if any							
Completion cost including all materials							
Completion certificate enclosed (Yes/No)							
Dispute , if any (Yes/No)							

Note: Extra sheets can be enclosed, if the above space is not sufficient

Sign of Tenderer

DECLARATION FORMS

To

Tender Notice No.

Date:

Name of work :

Dear Sir,

I/We, the undersigned, having examined the Tender documents as above hereby submit this tender amounting to the sum as per the enclosed filled in price proposal in Part-2 and should the same be accepted, hereby undertake to execute the complete works as set forth in the scope of work, Technical specification and Tender drawings in accordance with the conditions of tendering, Special conditions of contract, General conditions of contract or in default thereof to forfeit and pay to Uranium Corporation of India Limited, the sum of money mentioned in the relevant portion of tender document.

I/We, agree to abide by this Tender for the period of twelve (12) months from the date fixed for opening of the Techno- commercial part (Part I) and in default agree that the amount of Earnest Money deposited along with this tender may be forfeited.

I/We, undertake to complete the whole works covered under this tender within a period of from the date of letter of acceptance.

The Earnest Money for a value of Rs..... as required in Notice Inviting Tenders in the form of is being enclosed duly endorsed in favour of Uranium Corporation of India Limited.

If this tender is accepted, I/We shall deposit the sum to constitute the security deposit required by the relevant terms of contract.

We also undertake, as required, to enter into a contract with Uranium Corporation of India Limited, by executing an Agreement in the prescribed contract Agreement Format enclosed alongwith this tender document and till such time the agreement be not executed, we shall be bound by the terms and conditions of the tender document and subsequent letter, minutes of discussions and letter of acceptance.

Signature of Tenderer

Name
Address

Dated..... day of.....

Witness
Name
Address

Bid Security Declaration Form

Date : Tender No.

To (insert complete name and address of the purchaser)

I/We the undersigned , declare that :

I/We understand that , according to your conditions , bids must be supported by a Bid Securing Declaration .

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am / we are in a breach of any obligation under the bid conditions , because I/We .

- a) have withdrawn/modified / amended, impairs or derogates from the tender , my / our Bid during the period of bid validity specified in the form of Bid ; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance Security , in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/ our Bid.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the bid securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Date on day of (insert date of signing)
Corporate seal (where appropriate)

FORMAT OF DECLARATION IN LIEU OF EMD/ BID SECURITY

(To be submitted on the Bidder's Letter Head)

I/We (Insert Name and Address of Bidders) am/ are submitting this declaration in lieu of Bid Security / Earnest Money Deposit for the Tender for (insert Title of the Tender) (Tender No.) , thereby fully accepting that I /We will be suspended and shall not be eligible to participate in the Tenders invited by URANIUM CORPORATION OF INDIA LIMITED , for a period of two years from the date of such Suspension Orders , under the following circumstances :-

- a) If after the opening of Tender , I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity , if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors .

- b) If after the award of work , I/We fail to furnish the required performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

Signature of the Tenderer with seal

CONTRACT AGREEMENT FORM

ARTICLES OF AGREEMENT made and entered into this..... at Jaduguda, Jharkhand between URANIUM CORPORATION OF INDIA LIMITED (A Government of India Enterprise) having its Registered Office at Jaduguda Mines, Dist: Singhbhum, Jharkhand – 832 102. (Hereinafter referred to as the Corporation) which expression shall unless repugnant to the context include its successors and/or assigns of one part and Messers

Having their registered office at(hereinafter referred to as Contractor), which expression shall unless repugnant to the context include its successors and/or assigns of the other part.

WHEREAS the Corporation desired to entrust this particular type of work upon an experienced bonafied, reliable and resourceful agency and so invited tenders from pre-qualified bidders for the “ (Name of Work).. ” as laid down in Annexure A hereinafter.

AND WHEREAS in pursuance of such invitation for Tender, the Contractor submitted a tender and also the subsequent clarifications, modifications, correspondence, minutes of meetings jointly signed by both the parties as laid down in Annexure “A” hereinafter.

AND WHEREAS after consideration of all above documents, the Corporation accepted the total offer along with all clarifications, modifications, correspondences and minutes of meetings for the supply, installation, testing and commissioning of all equipment will all accessories complete in all respect as submitted by the Contractor.

AND issued a letter of Intent No..... dated

the contractor fully accepted the same vide..... dated And as listed in Annexure-D.

WHEREAS one of the conditions embodied in the Tender submitted by the Contractor and accepted by the Corporation was that the Contractor upon acceptance of his offer shall enter into an Agreement with the Corporation and furnish (i) Security Deposit, in the form of a Bank Guarantee for Rs..... According to the format acceptable to the Corporation and duly endorsed in favour of the Corporation for the due observance, fulfillment and performance by the Contractor of the terms, conditions and covenants as the part of the Contract, (ii) Deta

AND WHEREAS the Corporation has called upon the Contractor to execute the presents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the General conditions and special conditions of Contract hereinafter referred to.
2. The Corporation’s letter of Intent No..... dated..... and the Contractor’s full acceptance of the same vide Dated along with the following documents shall be deemed to form and be read and constructed as part of this Agreement, as though fully written out and set forth herein.

ANNEXURE – A :

The Tender document for “..... (Name of work)” as specified in Tender Specification N.I.T No. dated:

(b) ANNEXURE – B : Bank Guarantee for Security deposit and Bank Guarantee for advance payment.

(c) ANNEXURE – C : Detailed PERT/CPM chart for all individual activities till completion.

(d) ANNEXURE – D : Various correspondences and Minutes of Meeting to be read with Annexures as listed in the Enclosure-1 to this agreement.

In the event of discrepancy or ambiguity between this Agreement and any of the documents described above, this Agreement shall govern. In the event of discrepancy or ambiguity between or caused by the provisions in the documents (A) to (D) inclusive, the priority of these documents shall be settled in accordance with the order (D) to (A) i.e, the document executed on a later date prevailing over the document executed earlier.

3. Time is the most important feature of the contract. The Contractor hereby covenants with the Corporation to construct, complete and maintain the works under the above Letters of Intent in conformity in all respects with the provisions of this one Agreement and as specified in the above documents (a) to (d) inclusive.

The Contract Price shall be Rs. _____/- (Rupees _____ only) including taxes and duties or such other some as may be determined in accordance with the terms and conditions of the contract. Final contract price shall be arrived at considering the firm unit rates indicated at Schedule of Quantities.

This being a Rate Contract, the contract price is estimated only and is subject to variation based on quantities of work as per final Schedule of quantities issued by Purchaser and as duly certified by Purchaser's site Engineer.

The unit rates indicated at Schedule of quantities for the Work shall remain firm and binding till execution of Contract

1. All notices called for by the terms of the Agreement shall be effective only at the time of receipt thereof and only when received by the parties to whom they are addressed at the following addresses:-

(a) URANIUM CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

P.O. JADUGUDA MINES

DIST: EAST SINGHBHUM,

JHARKHAND – 832 102.

2. The Corporation and the Contractor agree that this Agreement including annexed documents (A) to (D) inclusive expresses all of the Agreement and covenants of the parties, and that it integrates, combines and supersedes all prior and contemporaneous negotiations, and Agreements whether

written or oral and that no modification or alternation of this Agreement shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Agreement except as may otherwise be specifically provided in this Agreement.

3. Both parties shall make best endeavor to emendable amend themselves and dispute that may arise on any matter arising out of or in connection with this Agreement. In the unlikely case that the parties are not able to come to a mutual settlement, either of them shall seek arbitration. Then it is expressly agreed between the parties that any such dispute or difference arising out of or in connection with the contract shall be governed by the relevant clause of the Agreement. All disputes, arising out of or if any way connected with this Agreement shall be deemed to have arisen at Jaduguda and only competent court at Jamshedpur (Jharkhand) shall have jurisdiction to determine the case.
4. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Jaduguda and only in competent courts in the district of Singhbhum (East) shall have exclusive jurisdiction to determine the case.
5. This Contract Agreement is made in all good faith and executed in One identical counterparts, one for the Corporation and the other for the Contractor.

IN WITNESS WHEREOF, the Corporation and the Contractor have executed this Contract Agreement the day and year first above written.

In the presence of :

SIGNED & DELIVERED for and on
On behalf of URANIUM CORPORATION OF INDIA LTD.

SIGNED & DELIVERED BY THE Contractor

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 832102, 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.

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 relived 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

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- 832102 , 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 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 relived 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

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- 832102 , 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.

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

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

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.

- 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 bank 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 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.

- 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

At present UCIL have not independent monitor.

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.

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 up to 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 intentions.

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

BUYER	BIDDER
Signature	
Name of the Officer	
Designation	
<u>Witness</u>	<u>Witness</u>
1	1
_____	_____
_____	_____
2	2

GENERAL CONDITIONS OF CONTRACT

GENERAL INFORMATION AND GUIDANCE FOR CONTRACTOR

GENERAL INFORMATION AND GUIDANCE FOR CONTRACTOR

1. Rates :

The tenderers are required to quote the rates against all items of the schedule of quantities in words and figures clearly failure in this respect is liable to render the tender incomplete.

2. If any clarifications regarding specifications, conditions of contract etc. or schedule of quantities is required, the same can be obtained by the Tenderer from the Uranium Corporation Of India Limited.
3. In the event of the tender being submitted by a firm (Partnership) it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the India Partnership Act.
4. Receipts for payments on account of a work when executed by a firm (Partnership) must also be signed by the several partners except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.
5. Any person who submits a tender shall fill up the usual prescribed form stating at what rate he is willing to undertake each item of the work. The quantities shown therein are approximate only, being given as an indication of the scope of the work to enable the Tenderer to tender for the different portions of the work in accordance with his estimate of their cost, so that in the event of any increase or decrease in the quantity of any item of the work the actual quantities executed may be paid for at the rate stated for the particular item of work subject only to any adjustments that may be provided for in the General Conditions. It is to be clearly understood that no work will be paid for under more than one item or than once under any item.
6. The tenderer is required to deposit as Earnest Money Rs. **1,59,491/-** (Rs. ONE LAKH FIFTY NINE THOUSAND FOUR HUNDRED NINETY ONE only) in any of the following forms and attach the official receipt thereof failing which the tenderer shall not be considered. No interest shall be allowed on the earnest money deposited.
 - (a) DD in favour of the Uranium Corporation of India Limited Payable at State Bank of India, Jaduguda. The earnest money will be refunded to the unsuccessful tenderers within a reasonable time without any interest.

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.

7. Security Deposit :

The amount of Security Deposit including the amount of EMD money shall be 10% of the value of the order. Upon acceptance of the tender, the successful tenderer, shall within ten days of the written acceptance of his tender, deposit with the Corporation an amount to make the security Deposit 5% of the value of the work order. Such sum shall be deposited by the contractor in any forms stipulated in clause-6 above.

In addition to the above, further amounts to extent of 5% of the cost of the work will be deducted from the running bills by way of percentage deductions; such percentage deduction shall be 5% of the running monthly bills till the full amount of security deposit is retained by the corporation.

8. If after the tender has been accepted, the tenderer fails to pay the security deposit as Specified above, after written notice to him of such acceptance, the sum deposited by him as Earnest Money may be forfeited. The tenderer shall not be allowed to increase, amend or withdraw his tender within six months (the validity period of the offer) from the date of opening of the tender and if he does so the Earnest Money may be forfeited.

The officer inviting tenders shall have the right to reject all or any of the tenders, and will not be bound to accept the lowest.

9. The memorandum, the form of tender and the schedule of materials to be supplied by the corporation and their issue rates should be filled and completed in the office of the Corporation before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in, and complete he shall request corporation to have this done before he complete and delivers his tender.
10. The tenderer shall furnish satisfactory evidence that he has a true appreciation of the scope of the work, the ability and experience to perform the various clauses of work involved, and that he has sufficient capital and plant to enable him to prosecute to same successfully and to complete it in the time named in the contract. In compliance with this, the tenderer shall along with tender furnish a list of major works executed by him during three previous years, the Bank with which he has dealings, the Bankers certificate a copy of the profit and loss account and balance sheet for the year proceeding the year

in which the tender shall be submitted and income tax and sales tax clearance certificate, for the latest year.

11. Each of the tender document is required to be signed by the person or persons submitting the tender in his/their hand writing in token of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specification, Special Conditions etc. as laid down. Any tender with any of the documents not so signed will be liable to rejection.
12. The tender form must be filled in English and all entries must be made by handwritten in ink. All the rate must be filled both in words and figures. If any of the documents is missing or unsigned, the tender will be considered invalid. All erasures and alterations made while filling the tender must be attested by dated initials of the tenderer. Over writing of figures is not permitted to comply with any of these conditions after the opening of the tender will be entertained.
13. Item rates should be submitted in triplicate, for this purpose no extra copies of schedule of quantities are enclosed.
14. All pages of the tenderers offer, drawing and other accompanying documents shall be signed with company seal at the lower right corner in ink only and signed where required by the tenderer or any person holding power of attorney authorizing his sign on behalf of tenderer before submission of tenderer. All signature shall be dated as token of acceptance of the tenderer document.
15. Commencement of work :-
Work will commence within 2 (two) weeks from the date of issue of work order.
16. Completion period of contract: - As mentioned in special conditions of contract.
- 17 Payment :-
Bill (s) will be paid as mentioned in clause "Payment Terms" of the special conditions of contract, scope of work etc. of contract document. Payment will be released after satisfactory completion of the work in all respect and certification by the Engineer Incharge, UCIL within 30 days of submission of clear bill(s) in 3 (three) copies in tenderer's letter head. Contractor shall also mention work order no., date as well as name of work and actual date of commencement of work in their every bill (s).
- 18 Validity :-
The offer should remain valid for a minimum period of 06 (six) months from the date of opening of the final price part. The Tenderers shall not be allowed to increase, amend or withdraw his tender within this period and if he does so the earnest money deposit and security deposit may be forfeited.
18. Contract Agreement :-
Contract Agreement should be executed in prescribed format on a non-judicial stamped paper within 2 (two) weeks from the date of issue of work order / L.O.I. However, no payment will be made without execution of contract agreement.
19. GST: Extra as applicable.
20. Price Escalation :-

No escalation on any account shall be payable and price quoted shall be firm for the entire contract period.

21. Validity :-

The offer should remain valid for a minimum period of 06 (six) months from the date of opening of the final price part. The Tenderers shall not be allowed to increase, amend or withdraw his tender within this period and if he does so the earnest money deposit and security deposit may be forfeited.

22. Contract Agreement :-

Contract Agreement should be executed in prescribed format on a non-judicial stamped paper within 2 (two) weeks from the date of issue of work order / L.O.I. However, no payment will be made without execution of contract agreement.

23. 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 but there is no bar to seek clarification or authentication of submitted documents. However in case of poor response, with a view to increase the competition, admission of additional documents to meet the PQ-Criteria may be allowed subject to the condition that

a] "Poor response" implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.

b] The additional documents should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.

c] The bidder submitting additional documents has submitted EMD and tender cost as prescribed in NIT.

ARBITRATION AND LAW

24.1 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.

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.

24.2 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.

24.3 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.

25 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).

26 FORCE MAJEURE CLAUSE:

If in the event the contractor is prevented from discharging its / their obligations under the contractor by reason of one or more of the events such as arrest(s), restraint(s) by Government or People, blockade(s), revolution(s), insurrection(s), mobilization(s), strike(s), block-out(s) civil commotion(s), riot(s), accident(s), scarcity / insufficiency of supply of wagons by Railways, preventing or delaying the loading of ores, Govt. requisition, Govt. order or statutory action or natural calamity or act(s) of God or any cause of whatever nature or description beyond the control of the company, then the contractor shall have no claim whatsoever, against the company for any loss, damage caused by such reason. On the occurrence of any of the force majeure condition, the contractor shall notify the company in writing of such occurrence immediately stating therein the date of occurrence of Force Majeure disability, by registered letter. The letter has to be duly certified by local state administration concurring the cause which has resulted in covering the event in Force Majeure Clause. The contractor shall resume the work as soon as practicable after such eventuality has ceased to exist of which the company shall be the sole judge. In the event of delay lasting over one month, arising out of Force Majeure, UCIL and Contractor shall discuss and mutually agree upon an equitable solution for completion of the contract. Termination of the contract or other course of action agreed mutually may also be adopted.

For delays arising out of Force Majeure, the contractor will not claim extension for completion due for a period exceeding the period of delay, attributable to the causes of Force Majeure and neither the Company nor the bidder shall be liable to pay extra costs, provided it is established that Force majeure conditions did actually exist.

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1. Only OEM (M/s. SIEMENS) or their Authorized SIEMENS System House with valid Authorization certificate can bid in this tender.

The bidder participating in the bid must have the Head Office or a Branch Office in the state of Jharkhand. **The bidder shall submit a 'self-declaration' regarding the offices of the Company/Firm/Organization.**

2 .Period of the contract :

The work shall be completed within twelve (12) months from the date of issue Work Order.

A complete shutdown of only Four days for Each winder (cage & Skip) (within the contract period) will be provided to complete the above upgradation job after site clearance of Engineer-in-charge. However the shutdown period shall be extended (if required) after the approval of Engineer in charge.

(i) Rate:

Rate will be firm during the period of contract and no escalation in rate shall be permissible during contract period.

Rate quoted by bidder shall be exclusive of GST. The bidder is required to mention the applicable rate of GST thereon as on their submitted bid / offer. GST thereon shall be paid as per the rate mentioned by the bidder in their offer on submission of invoice(s).

(ii) Placement of Order: Work order will be placed to the bidder on the basis of lowest quoted rate in total.

(iii) Payment Term: Within 30 days of receipt of RA bills as mentioned below:

a) 1st RA Bill: Payment of 25% of the Ordered value against "SUPPLY PART in BOQ" will be released after receipt of total materials mentioned in the BOQ at our site, subjected to acceptance of Engineer-in-charge.

b) 2nd/ Final RA Bill: Remaining ordered value will be released after successful commissioning & testing and handover the Cage & Skip winder in running condition, subjected to certification of Engineer-in-charge.

(iv) GST: Quoted rates should be exclusive of GST.

3. Bidders shall visit the existing winder located at 555 meter level (underground 3rd stage) in Jaduguda Mine at their own cost before quoting their offer to avoid any ambiguity in technical parameters.

4. **Guarantee period & Defect liability period /LD :**

The commissioned drive and HMI equipments shall be guaranteed for a period of twelve months from the date of installation at UCIL. In case of failure of any of the installed components within guarantee period the Contractor will have to repair it free of cost.

L.D: LD will be applicable for non-completion of work beyond 07 (seven) months, i.e. an amount of 0.5% per week delay will be charged and to a maximum of 5% for a delay of 10 weeks ,beyond 10 weeks the order will be cancelled. However, A prior intimation should be given to the Engineer-in charge, with proper justification in case of unforeseen delay in the availability of certain items, primarily due to dependencies on imported components i.e. the delay arise from factors beyond contractor's control, including extended customs clearance procedures and logistical constraints affecting international shipments.

The defect liability period for the contract will be twelve month from the date of completion of the total contract. Decision of Engineer In Charge will be final & binding to the Contractor.

5. **Transportation:**

To & fro transportation of material and service Engineers shall be in the scope of the contractor. The contractor should include to and fro transportation charges in the item rates of their offer. Safe loading , unloading & security of the material will be under contractor's scope. A room will be provided to contractor at mines premises to store the supplied material till the commissioning of Drive (which will be in complete custody of the contractor). Henceforth, the contractor cannot claim any damage regarding the supplied material.

6. **Submission of Indemnity Bond :**

The contractor will be required to submit an indemnity bond on UCIL approved format against any loss / damage to UCIL in their custody.

7. Boarding and Lodging for engineers during all stages of the above project will be provided at UCIL guest house on Chargeable basis subject to availability.
8. In view of unsatisfactory progress in the execution of work, the Corporation reserves the right to terminate the work order at its sole discretion, at any time, without prior notice.
9. The Corporation reserves the right to accept or reject any or all tenders either in full or part thereof or to split up the work if necessary, without arranging any reasons whatsoever.
10. There should be a provision of switching from newly commissioned Drive to the old/existing DC drive at any point of time till the completion of defect liability period (twelve months from the date of successful commissioning).

Note: The special conditions given in this section shall supersede the conditions given elsewhere in these documents.

TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION OF WORK

SCOPE OF WORK:

Scope of work shall be Up-gradation of existing SIEMENS make SIMOREG DC Master 6RA70 DC Drive (Configuration having T400 Technology board) to SIEMENS make SINAMICS DC master 6RA80 DC Drive system integrated with SIEMENS SIMATIC S7 300 PLC system for 3rd stage CAGE & SKIP winders located at 555 ML Underground (3rd Stage) at Jaduguda Mine with supply ,Installation , commissioning & testing of following materials.

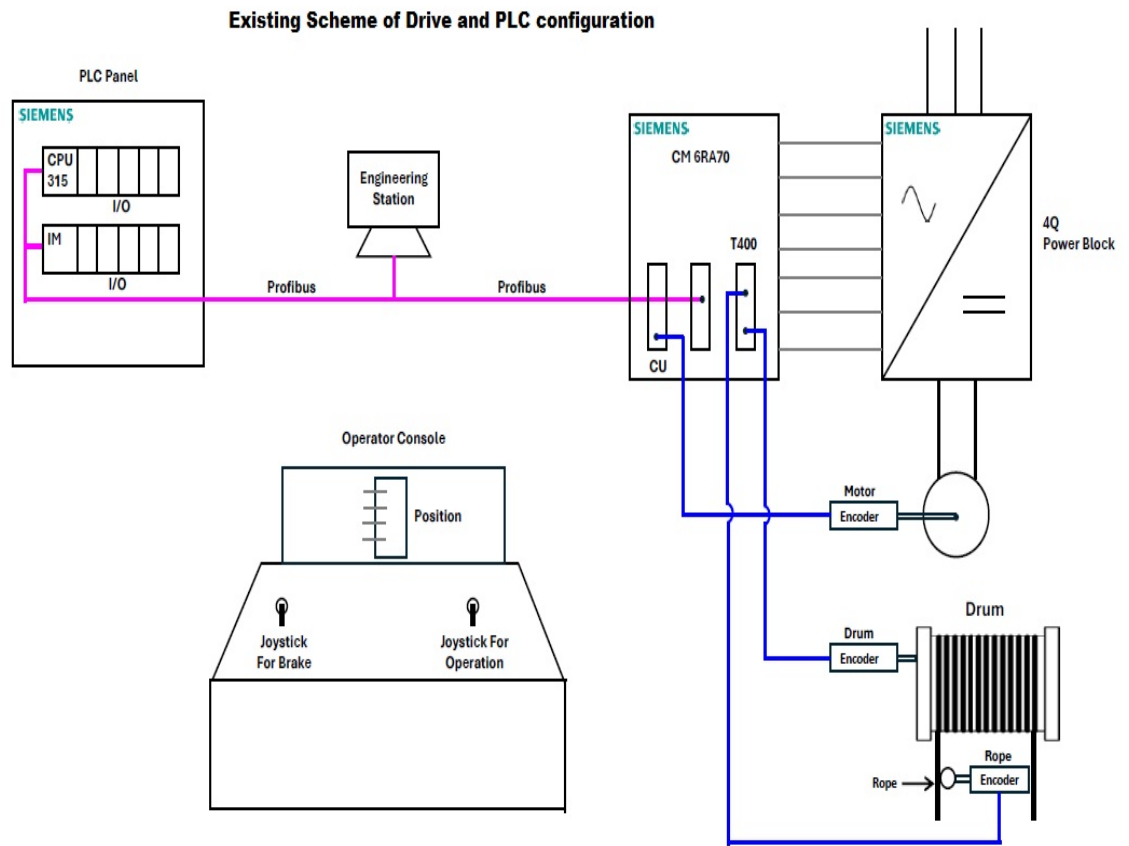
Supply Part:

- 1) 2 Nos. of SIEMENS SINAMICS DCM 6RA80 control module without power unit incl. 40 A field device controllable field rectifier G00 Advanced CUD S01 Memory Module.
- 2) 2 Nos. of Prefabricated bridge Set: Interface with power unit ; Bridge pulse interface.
- 3) 2 Nos. of SIEMENS SINAMICS SMC 120 Sensor Module for Incremental Encoders : For supervision of Incremental Encoder output signals. It Works as additional safety Supervisor.
- 4) 2 Nos. of SIEMENS SINAMICS AOP30 Advanced operator panel for firmware V2.4 or higher: for commissioning operation and diagnostics purposes. It communicates with SINAMICS Drive Via a Serial Interface.
- 5) 2 Nos. of SIEMENS SINAMICS DRIVE-CLiQ : SIEMENS Signal cable (Communication cable between drive and Computer/Laptop) for use with SINAMICS; Length 5m are used to connect components with DRIVE- CLiQ Connections.
- 6) 2 Nos. of SIEMENS SIMATIC DP PROFIBUS , Cable and connecting plug set along with PG receptacle. For communication interface between 6RA80 and SIEMENS PLC S7-300 system.
- 7) 2 Nos. of SIEMENS SITOP PSU100L 24 V DC /10A for the control panel device operation for features like short-circuit protection, overload protection, and surge protection
- 8) 2 Nos. of SIEMENS SIMATIC HMI KTP900 colour HMI for industrial automation for monitoring and controlling processes.
- 9) 2 Nos. of SIEMENS Make Positioning Module FM351 for Encoder connectivity to S7300 PLC System.
- 10) 2 Nos. of 2048 I/O Power Tag SIEMENS WINCC RC Software: For programming of HMI/SCADA.
- 11) 2 Nos. of SIEMENS IPC Based Operator Station (SLAVE) with intel core i7 processor , 16GB RAM, 1 TB ,NVME 1TB SSD (An Industrial grade Hardware): Hardware to have server client Architecture WINCC RT & SIMATIC S7 professional & Drive Monitor Preloaded with all licensed versions.
- 12) 2 Nos. of Portable Engineering station (MASTER) with intel core i7 processor , 16GB RAM, 1 TB ,NVME 1TB SSD: Hardware to have server client Architecture WINCC RC & SIMATIC S7 professional & Drive Monitor Preloaded with all licensed versions.
- 13) 2 Nos. of Signal Splitters having Isolation between ports for routing encoder output to two destinations.

Service Part:

- 1.) Design & engineering of up gradation of existing Obsolete DC Master having T400 Module integrated with S7-300 PLC systems of both cage & Skip winders to latest generation of SIEMENS SINAMICS 6RA80 DC Drive.
- 2.) Up-gradation of
 - A) Existing obsolete WINCC Version 1.1 of both cage & Skip winders to latest version of WINCC (at present it is WINCC 20)
 - B) Existing obsolete SIEMENS SIMATIC Manager V 5.1 of both cage & Skip winders to Latest Version of SIEMENS SIMATIC Manager (at Present it is V 5.7)
 - C) Existing Obsolete SIEMENS SIMOVIS Drive configuration and commissioning software of both cage & Skip winders to latest version of Drive monitor software.
- 3.) PLC & HMI/SCADA Application Software Development of both cage & Skip winders.
- 4.) Commissioning of Upgraded system and its performance testing of both cage & Skip winders

- 5.) Training of Operator & engineers on the new upgraded system.
- 6.) Documentation: 3 Set of Hard Copy & 1 Set of soft copy for both cage & skip winders



[illegible]

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SCHEDULE – (F)

GENERAL CONDITIONS OF CONTRACT

Accepting Authority	Chairman and Managing Director
Total Security deposit	10 percent of the contract price (5% of Contract price shall have to be deposited as initial security deposit at the time of execution of agreement including the amount deposited as Earnest Money while balance 5% shall be recovered @ 5% from the R.A. Bills till the full amount of security deposit is recovered).
Time of completion of work	12 (twelve) months from the date of commencement.
Agreed liquidated damage	Up to a maximum of 5 percent of the contract price excluding taxes & duties
Defect Liability period	12 (twelve) Months
PAYMENT TERMS	Within 30 Days against Receipted Challan after clearance from EIC (Electrical) as per T&C in NIT. Release of Payment shall be in running RA bills as per NIT T&C
Refund of Security deposit (10% of contract price including taxes & duties)	The security deposit of 5% of contract price shall be returned after issuance of Completion certificate from UCIL while balance 5% of contract price shall be returned after expiry of defect liability period or payment of final bill, whichever is later
Insurance	As directed.

SCHEDULE OF ITEMS

BILL OF QUANTITY (BOQ)					
Name of Work : " UPGRADATION OF DC DRIVE & HMI OF 3rd STAGE CAGE & SKIP WINDER AT UCIL JADUGUDA MINES"					
Sl. No.		UOM (A)	Unit Rate (Rs.) in figures (B)	Unit Rate (Rs.) in words	Amount (Rs.) (AxB) excluding 18% GST
1	<p>Supply Part:</p> <ul style="list-style-type: none"> ➤ 2 Nos. of SIEMENS SINAMICS DCM 6RA80 control module without power unit incl. 40 A field device controllable field rectifier G00 Advanced CUD S01 Memory Module. ➤ 2 Nos. of Prefabricated bridge Set : Interface with power unit ; Bridge pulse interface. ➤ 2 Nos. of SIEMENS SINAMICS SMC120 Sensor Module for Encoders : For supervision of Encoder output signals. It Works as additional safety Supervisor. ➤ 2 Nos. of SIEMENS SINAMICS AOP30 Advanced operator panel for firmware V2.4 or higher: for commissioning operation and diagnostics purposes. It communicates with SINAMICS Drive Via a Serial Interface. ➤ 2 Nos. of SIEMENS SINAMICS DRIVE-CLiQ : SIEMENS Signal cable (Communication cable between drive and Computer/Laptop) for use with SINAMICS; Length 5m are used to connect components with DRIVE- CLiQ Connections. ➤ 2 Nos. of SIEMENS SIMATIC DP PROFIBUS , Cable and connecting plug set along with PG receptacle. For communication interface between 6RA80 and SIEMENS PLC S7-300 system. ➤ 2 Nos. of SIEMENS SITOP PSU100L 24 V DC /10A for the control panel device operation for features like short-circuit protection, overload protection, and surge protection ➤ 2 Nos. of SIEMENS SIMATIC HMI KTP900 colour HMI industrial automation for monitoring and controlling processes. ➤ 2 Nos. of SIEMENS Make Positioning Module FM351 for Encoder connectivity to S7300 PLC System. 	LS			

	<ul style="list-style-type: none"> ➤ 2 Nos. of 2048 I/O Power Tag SIEMENS WINCC RC Software: For programming of HMI/SCADA. ➤ 2 Nos. of SIEMENS IPC Based Operator Station with intel core i7 processor , 16GB RAM, 1 TB ,NVME 1TB SSD (An Industrial grade Hardware): Hardware to have server client Architecture WINCC RT & SIMATIC S7 professional & Drive Monitor Preloaded with all licensed versions. ➤ 2 Nos. of Portable Engineering station with intel core i7 processor , 16GB RAM, 1 TB ,NVME 1TB SSD: Hardware to have server client Architecture WINCC RC & SIMATIC S7 professional & Drive Monitor Preloaded with all licensed versions ➤ 2 Nos. of Signal Splitters having Isolation between ports for routing encoder output to two destinations. 				
	<p>SERVICE PART :</p> <ul style="list-style-type: none"> ➤ Design & engineering of up gradation of existing Obsolete DC Master having T400 Module integrated with S7-300 PLC systems of both cage & Skip winders to latest generation of SIEMENS SINAMICS 6RA80 DC Drive. ➤ Up-gradation of <ul style="list-style-type: none"> a) Existing obsolete WINCC Version 1.1 to latest version of WINCC (at present it is WINCC 20) of both cage & Skip winders b) Existing obsolete SIEMENS SIMATIC Manager V 5.1 to Latest Version of SIEMENS SIMATIC Manager (at Present it is V 5.7) of both cage & Skip winders c) Existing Obsolete SIEMENS SIMOVIS Drive configuration and commissioning software to latest version of Drive monitor software of both cage & Skip winders. ➤ PLC & HMI/SCADA Application Software Development of both cage & Skip winders. ➤ Commissioning of Upgraded system of both cage & Skip winders and its performance testing. ➤ Training of Operator & engineers on the new upgraded system. ➤ Documentation: 3 Set of Hard Copy & 1 Set of soft copy for both cage & skip winders 	LS			
	Total amount Without GST				
	18% GST				
	Total Amount including GST				