

**URANIUM CORPORATION OF INDIA LIMITED**  
**P.O. JADUGUDA MINES, JHARKHAND – 832102, INDIA**

**TENDER DOCUMENT – INDEX SHEET**

REF: TENDER NO. PUR / 2 / 96 / 8557 / 629

ITEM: TANKS

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URANIUM CORPORATION OF INDIA LIMITED  
P.O. JADUGUDA MINES, JHARKHAND – 832102

TENDER OPENING SCHEDULE

REF: TENDER NO	PUR / 2 / 96 / 8557 / 629
TENDER DATE	22.10.2014
ITEM	TANKS
SUBMISSION OF TENDER	ON OR BEFORE 08.12.2014 BY 12.30 P.M
TENDER OPENING ON	08.12.2014
AT	3.00 PM
VENUE	PURCHASE DEPARTMENT, UCIL, JADUGUDA

**QUANTITY**

- |    |   |   |       |
|----|---|---|-------|
| 1) | <b>Tank A</b> – Drawing no. UCT-2/MECH/TANK/167 | - | 2 Nos |
| 2) | <b>Tank B</b> – Drawing no. UCT-2/MECH/TANK/169 | - | 1 No. |

## **SPECIFIC TERMS & CONDITIONS FOR SUBMITTING THE OFFER**

### **1) SCOPE:**

- a) Scope of work as per annexure-B
- b) Special Instruction – GA & details drawing bearing drawing no. UCT-2/MECH/TANK/167 & UCT-2/MECH/TANK/169 is enclosed for guidance only. You shall verify the existing foundation, obstacles, working height etc. & then submit your offer.

### **2) STYLE OF QUOTATION : TWO PART SINGLE STAGE SYSTEM**

- a) The tender will be on two part system. Part-I consisting of techno-commercial part (except price) & Part-II consisting of price only as per enclosed format-1a & 1b. After evaluation of the Techno commercial offers, the price part of the suitable parties will be opened.
- b) Quotations are to be submitted in 'DUPLICATE' and to be typewritten or printed on vendor's letterhead. Any correction or over writing should be authenticated.

### **3) PART-I, TECHNO COMMERCIAL BID (UNPRICED)**

It shall contain

- a) Earnest Money Deposit.
- b) All technical details in all respect & supporting documents mentioned in pre-qualification criteria.
- c) You shall submit detail planning for timely completion of the job like schedule of material supply, schedule of fabrication & erection, rubber lining, testing, painting etc.
- d) The bidder shall furnish documentary evidence by way of copies of work order, completion certificate, audited balance sheet including profit and loss account, necessary undertaking etc. along with bid to establish the experience and track record meeting qualification criteria.
- e) Deviations, if any from tender specifications with details.
- f) Blank (unpriced) price bid proforma (copy of your price part without price).
- g) Commercial terms & conditions
- h) Copy of VAT registration, PF, ESIC, Service tax, PAN
- i) Name(s) of the owner / partners / promoters and directors of the firm/company.
- j) Information on litigation history, liquidated damages, disqualification etc.
- k) Details of work in hand and current commitment.
- l) Details of technical personnel to be deployed.
- m) List of plant and equipment owned by the applicant.
- n) Bill of material for completion of the job to be submitted in the format given below for individual tank in separate annexure. Annexure B2 is attached for reference:

Sl.No.	Description of material to be supplied  (Item wise break up of Structural steel, Rubber compound , solution, paint etc.	Unit (MT/ M <sup>2</sup> / Ltr. /No.	Quantity	weight	make	Remark for additional quantity than mentioned in annexure B2

### **4) PART-II, PRICE BID: This part shall contain "Price" as per enclosed format 1a & 1b.**

### **5) MODE OF SUBMISSION OF TENDER**

- a) Both parts of the offer should be sealed and super scribed with tender reference no., due date, Part No. i.e. Part-I for techno-commercial bid and Part-II for price bid and bidder's name & address.
- b) Personal delivery is recommended. Tenderers forwarding tender by mail shall do so at their own risk. Tender received after the due date & hour may not be entertained. All envelopes duly sealed should be addressed to the Dy. General Manager (Purchase),

Uranium Corporation of India Ltd., P.O. Jaduguda Mines, East Singhbhum, Jharkhand – 832 102. Incomplete offers are likely to be rejected / ignored.

c) Offer shall NOT be sent by E-mail or Fax.

6) **DELIVERY SCHEDULE:** Tentative delivery schedule shall be within 5 months for Iron Thickener Overflow Tank (**Tank-A**) & 3 months for Product Precipitation Tank (**Tank-B**) from the date of placement of LOI / purchase order. However, delivery schedule as in our purchase order shall apply. Site mobilization shall have to be done within 15 days on receipt of purchase order. (You should supply steel items for the full job within 30 days of purchase order)

7) **PRICE:** Your quoted rates should be on landed cost basis i.e. inclusive of basic price, all statutory duties & taxes, service tax, freight, insurance & unloading charges. Concessional rate of sales tax should be considered to quote your price. Please quote your price as per enclosed price format.

8) **PRICE TERMS:** Offers must be submitted on FOR DESTINATION basis for supply by road.  
\* TURAMDIH is located at about 7 KMs from TATANAGAR RLY STATION.

9) **FIRM PRICE:** The price should be firm till execution of entire order quantity.

10) **PAYMENT TERMS:**

Contractor shall be paid as per the following schedule duly certified by the Engineer-in-charge of the contractor bill:

- a) 40% of the order value including taxes & duties will be paid within 30 days after completion of fabrication, erection, no leak test and successful surface preparation for rubber lining.
- b) 40% of the order value including taxes & duties will be paid within 30 days after satisfactory completion of rubber lining in all respect with successful high frequency spark test & peel off test of ordered tanks.
- c) 10% of the order value including taxes & duties will be paid within 30 days after completion of one coat of Red Oxide Zinc Chromate Primer (ready mixed paint conforming to IS: 2074) and two coats of synthetic enamel final finish painting as per drawing, site clearance, handing over and on certification by the Engineer-in-charge.
- d) Balance 10% of the order value including taxes & duties will be released within 3 months of the taking over on submission of performance bank guarantee of equal amount valid for 12 months from the date of taking over.

Only one bill every month and maximum three bills shall be payable against submission of duly certified bill after joint measurement. The decision of Engineer-in-charge in this matter shall be final.

11) **AWARD OF CONTRACT:** The job will be awarded item wise to lowest bidder. The L1 bidder will be decided item wise considering the net quoted amount. The acceptance of a tender and award of contract to one or more than one Tenderer, if considered necessary, rest with the Purchaser. It shall not be obligatory on part of the Purchaser 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 reasons, and no explanation can be demanded from him by any Tenderer in respect thereof.

12) **PRICE VARIATION CLAUSE:** Offers with price variation clause will not be considered.

13) **VALIDITY:** The offer should remain valid for 180 days from the date of opening of the tender.

14) **EARNEST MONEY DEPOSIT:** As per our "Instructions to tenderer and general conditions of contract" (enclosed). The E.M.D amount shall be Rs. 50,000/- only (Rupees fifty thousand only). Supplier registered with NSIC / SSI are exempted for submission of EMD.

15) **SECURITY DEPOSIT:** The successful bidder shall furnish a security deposit to the extent of 5% of the total value of the order (in form of BG) within 15 days after the order is awarded. Such a deposit will be held by the Corporation until successful completion of the order/contract, and will bear no interest. It will be forfeited in the event of breach of contract. Security deposit may be in the form of a bank guarantee issued by/ counter guaranteed by an Indian nationalized bank in favor of URANIUM CORPORATION OF INDIA LTD.

16) **PERFORMANCE BANK GUARANTEE (B.G)**

- a) Bank guarantee should be as per our proforma & issued by an Indian nationalised bank.
- b) They shall be valid for periods as under:
  - a) **For Security :**  
Till satisfactory completion of order up to handing over (5% of order value).
  - b) **For Performance :**  
Till end of Defect liability period (10% of order value after taking over).
- c) Bank guarantee shall provide for claim period of 6 months after the expiry date.
- d) If the bank guarantee is furnished with validity period less than as stipulated above or in the likelihood of the order not being executed within the stipulated delivery schedule, it will be your responsibility to arrange for extension of the validity of BGs as necessary and furnish the same well in advance of the expiry of the bank guarantee failing which UCIL will be at liberty to invoke the bank guarantee.

17) **PRE-QUALIFICATION CRITERIA (PQC):**

The Tenderer who wish to participate in the Tender shall fulfil the following Qualifying Criteria.

**A. Experience Criteria**

- a) Bidder should have successfully executed fabrication, erection & rubber lining jobs of at least one number MSRL tank of capacity minimum 100m<sup>3</sup> in a single order, during last five years completing on 31.03.2014.
- b) The Tenderer can be a single entity or a joint venture partnership firm or a consortium of companies.

**B. Financial Criteria**

- a) Constitution and legal status along with attested copies of Deeds/Articles and Memorandum of Association etc. as applicable for joint venture partnership firm or a consortium of companies. Consortium / joint venture should have been formed before original due date of tender opening.
- b) Bidder must have achieved an average minimum financial turnover of Rs. 50 lakhs or more during last three years ending on 31.03.2013 (i.e. 2010-2011, 2011-2012, 2012-2013)
- c) Bidder must have earned cash profit in the three financial years ending on 31.03.2013 based on latest audited accounts

18) **ERECTION:** The tank & pipe line shall be erected and handed over as per the schedule mentioned in NIT.

19) **TEST REPORT / DOCUMENTATION:**

The following documents shall be submitted along with the supply (3 sets)

- a) Material purchase certificate for all steel items from manufacturer or authorised dealer.
- b) Paint purchase certificate from manufacturer or authorised dealer
- c) Inspection / test reports of bought out items
- d) Rubber lining test certificate for peel off test, tensile strength and ash content test.

- 20) **AGREED LIQUIDATED DAMAGE:** Time shall be the essence of the contract. If successful tenderer fails to execute the order within the agreed delivery schedule, he shall be liable to pay as “agreed liquidated damages” a sum @ ½% of the contract value per week or part thereof of delay subject to a maximum of 5%.
- 21) **DEFECT LIABILITY PERIOD:** Defect liability period for all tanks shall be twelve months from the date of handing over of last tank / all tanks. In case of defects if any, the defects shall be rectified at free of cost on “free at our site” basis within one month of information of the defect. In case of delay in attending the defect as stipulated above, the defect liability period shall get automatically extended. This shall be backed up by a B.G for 10% of the PO value valid for the defect liability / warranty period as per our proforma enclosed.
- 22) **PREFERENCE:** Preference to will be applicable as per Govt. guidelines in vogue. Party claiming exemption shall submit valid supporting documents along with their offer.
- 23) **RISK PURCHASE:** In the event of order not being executed satisfactorily, we reserve the right to purchase material from alternative sources at your risk and cost.
- 24) **CANCELLATION OF ORDER:** It will be your endeavor to execute the purchase order to our satisfaction. In case of your failure to do so, the order is liable to be cancelled.
- 25) Other terms & conditions as in “Instructions to Tenderer & General Conditions of Contract” (enclosed) shall also apply.
-

**SCOPE OF WORK:**

Supply, Fabrication, erection, surface preparation, rubber lining, testing and painting of indented tanks on already existing civil foundations at Turamdih Mill as per the details given below.

- a) **Tank shall be fabricated at UCIL Turamdih site only.**
- b) Supply of minimum required material as estimated tank wise in bill of material enclosed (Annexure-B2). Any shortfall must be mentioned in deviation list item wise including quantity to be supplied. No scrap/unused material shall be allowed to take outside the plant on completion of the work.
- c) Supply of steel material like MS plate, angle, channel, beam etc. of SAIL/TISCO/Jindal make required for complete work as detailed above. The plate shall be minimum 1.5 mtr wide X 6.00 mtr long. Other items shall be supplied in standard lengths.
- d) Supply of materials for rubber lining like raw rubber with less than 11% ash content, solvent & compound for rubber lining etc.
- e) Supply of all consumables like welding electrodes, gas, grinding wheel of approved make by UCIL.
- f) Party shall arrange their own portable compressor, accessories & shots for surface preparation by shot blasting at site. Shot blasting should be done by properly covering the tank, taking care of nearby equipments and persons working in plant area. Sand blasting is not permitted.
- g) Supply of painting material, brush, wire brush etc. as per specification of painting.
- h) Arranging all tested tools and tackles, safety items, ladder scaffolding etc. required for the completion of the job.
- i) Unloading of the material with own arrangement at site shown by the corporation.
- j) Arranging for plate bending machine and transport facility for shifting of man and material.
- k) Arranging for all testing instruments and tools for checking of rubber lining quality and thickness of material.
- l) Fabrication of the tanks, tank cover, agitator supporting structure, nipples for inlet/outlet/drain/instruments mounting points/reagent addition etc., manholes, tank cover, cover fixing support, patch plates for supporting walkways etc. as per the supplied drawing and as per the site decision of the Engineer-in-charge.
- m) Surface preparation of the tanks with shot blasting to the satisfaction of the Engineer-in-charge to get a good rubber lining.
- n) Rubber lining of the tanks, tank cover, nipples, manhole, manhole cover etc. (as per IS-4682, Part-1) by hot process to achieve uniform polymerization and required hardness of  $85 \pm 5^0$  shore D by use of steam at controlled rate. Rubber sheets of 3mm thickness shall be put in layers. Details of surface preparation, placing of rubber lining, welding, testing etc are elaborated in Annexure.
- o) Party shall arrange portable boiler for steam generation & required tarpaulins etc. for hot vulcanization of the rubber lining through spray nozzles.
- p) Removal of all scraps separately to designated area within 5 km range as directed by the Engineer-in-charge.
- q) There will be top cover for all tanks of 8mm thick MS plate with suitable ribs, made in four segments. The inner surface of the tank cover (facing inside) will be rubber lined with two layers of 3 mm thick natural rubber and the top face will be suitably painted as per NIT. The top cover shall be installed by bolting. The top cover will have nozzles one end welded and other with standard flanges. All nozzles are to be rubber lined as per NIT/drawing. Nozzle projection will be as per drawing.
- r) Nozzle position /projection length/orientation, manhole position etc. shall be finalized at the time of fabrication at site.



**NOTE:**

- I. Any other items or work not specially mentioned above but required for the completion of fabrication ,rubber lining ,testing of the tanks will have to be arranged by you with no extra payment.
- II. The tank shall be guaranteed for satisfactory performance for one year from the date of taking handover. Any defects generated or noticed during one year from the date of handing over will have to be rectified by the bidder with no extra cost within 10 days of the information. In case of not rectifying the defect within the stipulated time UCIL shall get the defect rectified at risk and cost of the supplier with no further correspondence.
- III. Successful bidder shall submit program (bar chart) for completion of the work and get it approved from Engineer-in-charge within 15 days from the date of receipt of purchase order.
- IV. Fabrication & rubber lining scrap and unused balance material will be the property of the corporation.
- V. The contractors will have to follow strictly the General Condition of contract (ANNEXURE) enclosed
- VI. Price shall remain firm till the completion of work in all respect. No extra claim on any account shall be payable after the award of the work.
- VII. The contractor shall make own arrangement of site office for safe storage of consumables, equipment, tool& tackles, safety appliances etc.
- VIII. Consumables of approved make by the Engineer-in-charge shall only be used.
- IX. Any deviation in the estimate of material supply or area of rubber lining mentioned in the price format will have to be borne by you with no extra payment from the corporation under any circumstances.
- X. You must submit rubber lining test certificate for elongation, tensile strength and ash content test. However, ash content test report of UCIL shall be final & binding on you. The party will have to conduct Peel off test in the tank at site for each tank.
- XI. Party shall submit invoice copies for purchase of steel items, pipes, paints, electrodes from authorized dealers of specified make as per NIT.
- XII. Party shall carry out rubber lining by hot vulcanization process only.

**1. SPECIFICATION OF PAINTING:**

- I. Painting: MS structures shall be painted with one coat of Red Oxide Zinc Chromate Primer (ready mixed paint conforming to IS: 2074) over MS plates/ structural steel & pipe lines and two coats of final finish painting as per drawing and direction of the engineer-in-charge. The handrails & toe guards are to be painted as per standard color codes. SS items need not to be painted.
- II. Supply of painting material, brush, wire brush etc. as per specification of painting is in bidder's scope.

**2. FACILITIES TO BE EXTENDED BY UCIL:**

- I. Water for leakage test of tanks free of cost, from any nearby point within 50 mtrs of fabrication site. Party shall arrange for soft hoses for taking water up to work site.
- II. Power supply at a single point (415 V, 50Hz) within 30 mtrs of work site for welding machines, compressor, boiler, grinder etc. shall be provided on chargeable basis as per standard rate of corporation. Party will have to fix up his own distribution board, cable, energy meter etc. Party shall get approve power distribution board arrangement from Chief Supt. (Electrical)/Mill, TMD.

### 3. SCRAP REMOVAL

Removal of all scraps separately to designated area within 500 mtr range as directed by the Engineer-in-charge.

### 4. MAKE OF MATERIAL:

Description of Material	Make	Specification
MS plates, angles, channel	SAIL /JINDAL/TISCO	IS:2062 Grade A
SS fasteners (for baffle bolting & top cover)	Agrawal fasteners/ Finolex / Laxmi fasteners / Deepak fasteners	SS-316L
MS seamless pipes	M/s Maharastra seamless/ M/s Laxmi Seamless	Seamless Sch-40
Handrail Pipe	Nezone /Bansal /Tata /Jindal	IS: 1161 Medium
Paint	ICI (dulox synthetic enamel)	1 <sup>st</sup> quality paint
	BERGER(luxol hygloss)	
	ASIAN PAINTS (apcolite premier gloss enamel)	
Electrodes	Esab / D& H / L&T	Radiography quality
Rubber compound		Specifications as mentioned on drawing

- Party shall submit invoice copies of purchase from authorized dealers.

**Annexure-B2**

Bill of Material for IRON THICKNER OVERFLOW TANKS -2 Nos (As per DRG.No. UCT-2/MECH/TANK/167)

Sl.No.	Tentative requirement of material	Quantity	unit	Approx. Weight
1	MS plate 6 mm thk, 1.5 mtr x 6.0 mtr	19 sheets	KG	8055
2	MS plate 8 mm thk, 1.5 mtr x 6.0 mtr	9 sheets	KG	5087
3	MS plate 16 mm thk, 1.5 mtr x 6.0 mtr	8 sheets	KG	9045
4	MS plate 12 mm thk, 1.5 mtr x 6.0 mtr	1 sheet	KG	850
5	ISA 75 x 75 x 8	160 mtr	KG	1425
6	ISMB 250	40 mtr	KG	1492
7	Flat 25 x 6 mm	50 mtr	KG	
8	MS Rod 16 Ø	30 mtr	KG	48
9	Pipe 32 NB	120 mtr	KG	378
10	Flanges 400 NB	2 Nos	KG	123
11	Flanges 200 NB	4 Nos	KG	73.6
12	Flanges 150 NB	6 Nos	KG	66
13	Flanges 80 NB	2 Nos	KG	10.4
14	Blind Flanges 80 NB	2 Nos	KG	2
15	Pipe nipple 150 Nb x 200mm	6 Nos	KG	26
16	Pipe nipple 80 Nb x 200mm	2 Nos	KG	4
17	Pipe nipple 200 Nb x 200mm	4 Nos	KG	26
18	Rubber Sheet	300m <sup>2</sup>	KG	3800
19	Solution for lining	3360 ltr	KG	3360
20	Red oxide primer	40 ltr		
21	Paint	40 ltr		
22	Electrode	10000 pcs		
23	Painting Brush 3" wide	6 Nos		
24	Miscellaneous items	as required		
			KG	<b>33871</b>

Contd.

**Bill of Material for PRODUCT PPN TANK- 1 No**

**As per DRG.No. UCT-2/MECH/TANK/169**

<b>Sl.No.</b>	<b>Tentative requirement of material for the job</b>	<b>Quantity</b>	<b>unit</b>	<b>Approx. Weight</b>
1	MS plate 6 mm thk, 1.5 mtr x 6.0 mtr	8 sheets	KG	3391
2	MS plate 8 mm thk, 1.5 mtr x 6.0 mtr	3 sheets	KG	1695
3	MS plate 12 mm thk, 1.5 mtr x 1.0 mtr	1 sheet	KG	142
4	ISA 75 x 75 x 8	42 mtr	KG	374
5	ISMB 250	10 mtr	KG	373
6	Pipe 32 NB	120 mtr	KG	378
7	Flanges 200 NB	2 Nos	KG	36.8
8	Flanges 150 NB	1 Nos	KG	11
9	Flanges 80 NB	1 Nos	KG	5.2
10	Pipe nipple 150 Nb x 200mm	1 Nos	KG	4.36
11	Pipe nipple 80 Nb x 200mm	1 Nos	KG	2
12	Pipe nipple 200 Nb x 200mm	2 Nos	KG	11.42
13	Pipe 50 Nb	6 MTR	KG	21.9
14	Pipe 450 Nb	3.3 MTR	KG	347
15	Rubber Sheet	90m <sup>2</sup>	KG	1100
16	Solution for lining	970 ltr	KG	970
17	Red oxide primer	20 ltr		
18	Paint	20 ltr		
19	Electrode	2500 pcs		
20	Painting Brush 3" wide	5 Nos		
21	Miscellaneous items	as required		
			KG	<b>8862.68</b>

**Note: Contractor has to supply minimum quantity as estimated above for completion of job as per drawing. In case of shortage, in addition to the above the contractor has to bring balance material for completion of the job.**

**Party shall confirm details of material to be supplied along with additional quantity in bill of material along with technical part of techno-commercial bid. No balance material /scrap shall be allowed to take outside the plant on completion of the work.**

## GENERAL CONDITIONS OF CONTRACT

1. **Working Hours** :-

From 8.00 AM to 5.00 PM on all working days (excluding Sunday & Holidays). However, contractor shall be allowed to work beyond 5.00 PM depending upon the urgency but only after obtaining permission from the Engineer-In-charge, UCIL. **No extra claims shall be entertained for working beyond duty hours in such urgency.**

2. **Jurisdiction / Dispute:** -

Any action / dispute arisen out of or from this work order shall be subject to the jurisdiction of court of law at Jamshedpur only, irrespective of anything to the contrary mentioned in the tender / quotation. Any statutory obligation has to be made by the contractor. Tenderer will extend all help.

3. **Insurance** :-

The contractor shall ensure & maintain insurance against his liability for accident or injury to workmen or machineries used for the work and shall submit two copies of the policy & receipts of premiums paid or satisfactory evidence of insurance coverage at their own cost valid for whole working / contract period at a time for all the persons to be engaged to the Engineer- in-charge, UCIL before the commencement of work. Contractor shall also submit the proof of renewal of the same policy at least two days before the expiry date of the previous policy to the Engineer-in-charge UCIL. **The contractor will not be allowed to carry out any activity without necessary insurance coverage** (mentioning working height depend upon the job requirements and as per insurance rules) of their persons. **Insurance policy shall also indemnify UCIL against any claim raised by the injured / affected workmen or his family.**

4. **Safety Rules & Regulations for contractor's employees** :-

UCIL's Safety Rules & Regulations for contractor's employees as given in the Annexure-A will be complied strictly during the execution of various works at site. Contractor has to follow the Safety Rules & Regulations as per Indian Electricity Rules to do the electrical works. **UCIL shall not provide any safety appliances and tools & tackles under any circumstances. Contractor shall ensure the use of safety appliances during the work at site.** Contractor will take full safety measures and arrange the necessary safety gadgets / appliances, tools & tackles, helmet, gumboot, safety belt, shockproof shoe, safety suit / uniform, goggles, gloves, apron, ladders, trolley, wheel barrow, bamboos, rope, machineries, scaffolding, etc. required for the work by their own cost so as to ensure that no damage, loss or injury to corporation's personnel, contractors' personnel, third party or equipment are caused due to the work being carried out by contractor. Contractor must report in writing (duplicate) to the Engineer-In-charge or Safety Officer (Mill)-UCIL immediately on becoming aware of any accident at their site.

5. **Security Rules & Regulations and Entry Passes** :-

Contractor shall strictly abide by the prevailing security rules and regulations and also to be enforced by UCIL time to time. **Entry to the works premises is strictly restricted and only bonafide pass (permission) holders are allowed.** The contractor will have to submit the details of the persons to be employed for this work within two days of award of work. The contractor will be allowed to start the work only after submission of the details in prescribed verification forms (in duplicate) along with passport size photograph for each labourer separately to the Competent Authority, UCIL. Contractor will make necessary Entry Passes from concerned officials of CISF Unit, UCIL sufficiently in advance.

6. **Muster Roll:-**

The contractor has to submit a copy of the muster roll every week to the Engineer-in-charge, UCIL after making minimum rate of wages payable to different categories of workmen covered under Minimum Wages Act, 1948 in presence of the representative of UCIL & contractor will also make arrears payment **if any**, under intimation to the Engineer In charge-UCIL.

7. **Temporary work closure:-**

If the work site is required to be suspended for some days / period because of non-availability of shutdown or any reason, contractor may close the site temporarily underwritten intimation *in triplicate* to the Engineer-in-charge, UCIL. During the above period, the contractor will be in touch with the Engineer-in-charge- UCIL for further instructions, if any & contractor will provide their contact address with phone numbers. No extra claim against any idling of contractor's site crew / staff & machineries, etc. will be entertained.

8. **Visit of Site and Locality prior to quote rate (s):-**

Before submission of tender, the tenderers are advised to make themselves fully conversant with the **SCHEDULE OF ITEMS, SCOPE OF WORK, SPECIAL CONDITIONS, GENERAL CONDITIONS OF CONTRACT, ANNEXURE-A (LABOURERS) & ANNEXURE-B (SAFETY OF CONTRACTOR'S EMPLOYEES)**, if any. They are also advised to physically visit the site to understand the site working conditions, nature of jobs prior to quote for the same. Also request to inspect the motor / machine / fans /AC and other equipments etc.

9. **Variation in Quantity of items:-**

The quantity mentioned under the "schedule of item (s)" of this tender is tentative. The actual quantity may vary from that indicated in the tender document due to actual conditions of the site or due to other reasons. The contractor shall carry out all additional work up to the total **variation of  $\pm 10$  % of the awarded value**. The other terms & conditions and rate (s) shall remain firm within this limit. **Variation of item wise quantity within the ordered value shall be there.**

10. **Training, etc.:-**

Contractor shall have to bring all their labourers for necessary training & guidance for minimum 4 (four) hours in *Mill Training Centre* at their own cost before actual commencement of the work. The work shall be carried out with the help of experienced / skilled persons or ITI with NCTVT certificate holders or equivalent, etc. And Supervisor having Supervisory Certificate of Competency is to be engaged for supervision or as per direction of the Engineer-In-charge. Persons holding H.T. Licence of relevant section as per I.S. will be allowed to do the job of electrical works. Contractor shall have to submit a letter of authorisation (in duplicate) in favour of his experience / qualified and responsible representative as "Site Supervisor" to look after the work site and receive official letters and instructions or to issue / receive materials from stores in absence of main contractor at site.

11. **Indemnity:-**

Contractor will fully indemnify the corporation against all responsibility and whatsoever arising out of accident / injury to contractor's workmen, third party or to corporations' personnel and properties.

12. **Documents not transferable:-**

Tender documents are not transferable. These tender documents are the property of corporation. Contractor shall keep one copy of the documents at site in good condition for inspection and use by the Engineer-In-charge, UCIL or his representative or by other inspecting officer. None of these documents shall be used by the contractor for any purpose other than that of this contract.

13. **Medical facilities:-**

The contractor shall be fully responsible for any first aid / emergency treatment or serious medical treatment to his employees. UCIL will provide medical facilities on chargeable basis to contractor's employees.

14. **Labour Licence:-**

Labour Licence for the workmen to be engaged for this work shall be obtained by the contractor as per provision of Contract Labour (Regulation and Abolition) Act, 1970 as may be applicable and as amended from time to time.

**15. Labour Acts & Rules :-**

The contractor shall (in respect of labourers employed by him) strictly comply with provisions of the following Act & Rules made there under in regard to all matters provided therein or any modifications thereof or any other law relating thereto from time to time.

- i) **Workmen Compensation Act-1923,**
- ii) **Payment of wages Act-1936**
- iii) **Employees Liability Act, 1938**
- iv) **Industrial Dispute Act, 1947**
- v) **Minimum Wages Act, 1948**
- vi) **Employees State Insurance Act, 1948**
- vii) **Mines Act, 1952**
- viii) **EPF & MP Act, 1952**
- ix) **Contract Labour (Regulations & Abolition) Act, 1970**
- x) All statutory provisions of Atomic Energy Regulatory Board

**16. GENERAL SAFETY GUIDELINES TO BE FOLLOWED:**

1. The contractor shall train and build up a general awareness in safety among the workers and staffs as a continuous effort throughout the contract duration. He shall develop and nurture a good safety culture among the staff and workers for an incident free completion of the work order.
2. Safety Induction Training: The contractor shall ensure that each and every new worker attends initial safety induction training before reporting at respective place of work. The workers shall report to the safety officer first for receiving safety induction training and after successful completion of such training they shall report to respective site engineer. The safety officer shall intimate the workers about the probable hazards related to the work and shall explain and demonstrate the importance and use of PPEs to them.
3. Pep talk, Tool box training: Subsequent to the initial safety induction training, the contractor site supervisor shall also conduct safety pep talks and tool box training for various teams of workers in regular interval at site. He shall arrange pep talks / tool box training on work related topics like use of various PPEs and tools, housekeeping, hot job, electrical works, etc. He shall solicit active participation of workers in such tool box training by asking them to share their experience with their fellow workers.
4. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
5. All persons employed or supervising at and / or visiting the construction site shall use safety helmets. The colour coding of helmets may be adopted by the contractor as per site requirement. The contractor shall provide safety shoes for all his workers, supervisors, staffs and visitor/visiting staffs.
6. Persons engaged in welding and gas cutting works shall use appropriate welding face shields, leather hand gloves and protective clothes. The persons who assist the welders shall use appropriate goggles.
7. Persons working at height above ground level or floor and exposed to risk of falling down shall use full harness safety belts, kinetic shock absorbers, fall arrestor, life lines, and grab ropes. The working platform and access shall be protected by cages, guard railings, etc. The area beneath shall be protected by safety net of adequate strength (as per IS: 11057 – 1984) fastened to substantial supports.

8. **Personal Protective Equipment:** All necessary personal protective equipment (PPE) shall be provided by the contractor at his own cost, for his workers, supervisors, staffs and visitor/visiting staffs. All PPEs shall conform to relevant IS code / ASTM / BS or any other international code of practice as given under. The contractor shall make available all type of personal protective equipment for use of workers, supervisors and visitors at site as considered necessary by the Engineer-in-charge and they shall be maintained in a condition suitable for immediate use. Also the contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- Safety Helmet: IS: 2925-1984 (Reaffirmed 2000)
- Safety Goggles: IS: 5983-1980 (Reaffirmed 2002) or EN 166:2001
- Full body harness safety belt: IS: 3521-1999
- Ear Muff / Ear Plug: IS: 6996-1973 (Reaffirmed 1998) or EN 352-1:2002 and EN 352-2:2002 or
- Face shield: IS: 8521 (Part II) – 1977 (Reaffirmed 2002) IS: 8521 (Part I) –1994 (Reaffirmed 2002) or EN 175F
- Fall arrestor: EN 353-2:2002
- Respirators: IS: 15321 – 2003, IS: 15322 – 2003
- Safety shoes: IS: 15298 – 2002
- Hand gloves: IS: 4770 – 1991 (Reaffirmed 2001)
- All the PPE's / lifting tackles / portable electrical equipments etc. brought by the contractor for use shall be produced to the safety officer for inspection before issue it to their workmen.
9. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 (1/4 horizontal and 1 vertical).
10. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3 feet).
11. Adequate precautions shall be taken to prevent danger from electrical equipment.
12. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
13. **Dismantling :** Before any dismantling work is commenced and also during the process of the work:—
- All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged
  - All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion. No floor, roof or other part of the building shall be so overloaded with scrap or materials as to render it unsafe.
14. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first-aid treatment of all injuries likely to be obtained during the course of the work.
15. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:
- These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order.
  - Thorough inspection and load testing of lifting machines and tackles shall be done by a third party, at least once in every 12 months and the records of such inspection and testing shall be maintained and a copy shall be submitted by the contractor to the departmental representative at site. Motors, transmission, couplings, belts, chain drives and other moving parts of hoisting appliances shall be provided with adequate safeguards. Hoisting appliances shall be provided with



such means as it shall minimize the risk of any part of a suspended load becoming accidentally displaced or lowered.

- iii) The contractor shall maintain a Register of Periodical Tests for Examination of Lifting Appliances at site. This register shall be kept available at site always for examination of the department.
  - iv) Chain pulley block, D-shackles and wire ropes (lifting appliances) shall be of rated capacity at least 2.0 times more than the maximum desired load to be lifted.
16. When structural repairs, modification or painting works are to be undertaken, appropriate measures shall be taken for the protection of persons whose work may bring them into the proximity of live equipment/circuit.
  17. All portable appliances shall be provided with three core cables and three pin plugs. The third pin of the plug shall invariably be earthed. It shall be ensured that the metal part of the equipment shall be effectively earthed.
  18. All connections to portable equipment or machines from the panel/distribution board/extension board shall be taken using 3 core double insulated PVC flexible copper wire in one length. No joints shall be allowed in this flexible wire. In case, single length of wire is not sufficient for a particular location then the supply can be tapped by providing another extension board comprising of switch and socket. Isolation switch shall be made available as close as possible to the equipment.
  19. After the completion of the work, the contractor shall have removed from the work premises all scaffoldings, surplus materials, scrap, rubbish and all temporary structures, used/installed for his workmen at site. The contractor shall stack all undesirable materials and debris to the designated area at his own cost, as directed by Engineer-in-charge. The Engineer-in-charge has the right to stop work if the Contractor fails to improve upon the housekeeping after having been notified.
  20. The contractor shall instruct workmen to keep all accesses clear from any obstruction and unwanted material for free and safe movement of the workers and staffs including departmental staffs. He shall provide tool box and safe means for carrying tools (for working at height) to all his workers so that tools and tackles are kept in proper place.
  21. All the workers, supervisors and engineers of the contractor, who will work at height, shall have valid height passes issued as per **Annexure- C** by the Safety Officer / Medical Attendant in consultation with the Authority of the Safety Unit, UCIL. Each such individual shall be medically examined by a Medical Practitioner, for blood pressure, vision, hearing, and efficient movement of limbs, epilepsy, vertigo or any other persistent diseases that make him/her medically unfit for working at height. The fit persons shall be issued height passes, which shall be valid for maximum 6 (Six) months, for working at height. After every 6 (Six) months, these persons shall be medically examined in order to find out their fitness for working at height. List of unfit workers shall be submitted to the departmental representative and such persons may be allowed to work at ground level and in no case shall be engaged by the contractor to work at height. The records of medical checkups / fitness tests certified by the Medical Practitioner shall be maintained at the office of the contractor and shall be produced to the departmental representative as and when asked.

**Part – A**  
**Application for Height Pass**

Job Description : \_\_\_\_\_  
 Group/Section : \_\_\_\_\_  
 Work Order No : \_\_\_\_\_  
 Contractor : \_\_\_\_\_  
 1. Applicant's Name: \_\_\_\_\_  
 2. Departmental Address: \_\_\_\_\_  
 3. Residential Address: \_\_\_\_\_  
 4. Age: \_\_\_\_\_  
 5. Sex: \_\_\_\_\_  
 6. Height: \_\_\_\_\_  
 7. Gate Pass No. : \_\_\_\_\_  
 8. Name of contractor/Agency with whom engaged at present: \_\_\_\_\_  
 9. Height pass requirement for work at \_\_\_\_\_ mtr. height.  
 10. Description of present job: \_\_\_\_\_  
 11. Previous experience of working at height: \_\_\_\_\_

Sl.No	Name of the Employer	Duration of Employment	Work Experience
1.			
2.			

12. Is the applicant suffering from any of the following ailments (If yes details to be given):

Blood Pressure \_\_\_\_\_  
 Seizure disorder (Fits / Epilepsy Convulsion) \_\_\_\_\_  
 Flat Foot \_\_\_\_\_  
 Frequent attacks of headache or reeling sensation \_\_\_\_\_  
 Mental depression \_\_\_\_\_  
 Limping gait \_\_\_\_\_  
 Acrophobia (Fear of height) \_\_\_\_\_

Declaration:

I hereby declare that the above information furnished by me is true and correct. I shall always wear the safety belt and tie the life-line whenever working at unguarded heights of 3 mtrs and above. I shall not misuse the height pass issued to me or transfer it to any other person. I shall never come to duty or work at height/depth under the influence of alcohol/drugs.

Date: \_\_\_\_\_ Name: \_\_\_\_\_ Sign: \_\_\_\_\_  
 (Applicants Name & Signature or Left Thumb Impression (LTI) in case he cannot sign. Incase of LTI; an authorized person shall explain each point/item to the individual and certify on his behalf below the LTI).  
 I certify that I am satisfied with the above certification of the individual for the application of Height Pass and request for issue of height pass to him.

Name: \_\_\_\_\_ Sign: \_\_\_\_\_  
 (Agency Concerned)

**Part – B**  
**MEDICAL FITNESS CERTIFICATE**

Certified that I, Dr. \_\_\_\_\_ have examined Shri. \_\_\_\_\_ aged \_\_\_\_\_ on (date) \_\_\_\_\_ of M/s. \_\_\_\_\_ who has signed below in my presence. General & Physical examinations of Shri. \_\_\_\_\_ do not reveal any abnormality. He does not suffer from any acute/chronic skin disease or any contagious or infectious disease. His eyesight is normal with/without glasses. In my opinion, Shri \_\_\_\_\_ is physically and mentally fit for working at height.

Details of examinations:

1. Age: \_\_\_\_\_

2. General & Systemic Examination:

2.1	Pulse			2.10	Depth of Vision	Normal	Abnormal
2.2	B.P.			2.11	Nystagmus	Present	Absent
2.3	Weight			2.12	Rhomberg Sign	Positive	Negative
2.4	Height			2.13	Hearing	Normal	Abnormal
2.5	Pallor	Yes	No	2.14	Muscular Coordination	Normal	Abnormal
2.6	Flat foot	Present	Absent	2.15	Cardio Vascular System	Normal	Abnormal
2.7	Gait	Normal	Abnormal	2.16	Respiratory System	Normal	Abnormal
2.8	Vision	Normal	Abnormal	2.17	Central Nervous System	Normal	Abnormal
2.9	Colour Vision	Normal	Abnormal				

3. Previous History of:

3.1	Seizure disorders (Epilepsy)	Yes	No
3.2	Frequent headache or reeling sensation	Yes	No
3.3	Mental depression	Yes	No
3.4	Acrophobia	Yes	No

4. Investigation:

4.1	Urine
	Albumin
	Sugar:
4.2	Blood
	CBC
	Random blood sugar (if age is >35 years.)

5. X-ray:

Required / not required: \_\_\_\_\_

If required – details of report: \_\_\_\_\_

(Signature of workman)

(Signature & Rubber stamp)  
of Medical Practitioner with Reg. No.

**Part – C**  
**Height Pass Certificate**

Affix size photo of applicant
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(Considering the above medical certificate; the applicant has appeared on the following practical tests conducted by UCIL and the results are given below (strike off whichever in-applicable))

- a) Walking freely over a horizontal structure bar at 1 ft. height : Pass / Fail  
b) Wearing a safety belt and tying the rope knot : Pass / Fail  
c) Walking over a horizontal structure at 10 ft. height wearing a belt : Pass / Fail

The above applicant's performance in the above tests has been satisfactory/ unsatisfactory.

I certify issue of this height pass to Shri \_\_\_\_\_ of  
M/s. \_\_\_\_\_ with Registration No. \_\_\_\_\_ in the height  
pass register. This is valid for one year from the date of issue i.e. up to \_\_\_\_\_.

Date : \_\_\_\_\_  
Signature : \_\_\_\_\_  
Name : \_\_\_\_\_

(Safety Supervisor)

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_

**PRICE FORMAT- 1a**

**IRON THICKNER OVERFLOW TANK : Quantity- 2 nos.**

Sl. No	Description of Material	Qty. (a)	Unit Rate (in words & figures) (b)	taxes & duties (c)	Unit Amount including taxes (Rs) (d)=(b+c)	Total Amount (e) = (a x d)
1.	Lump sum Cost of material supply, fabrication, installation, testing, rubber lining, spark testing & commissioning of MSRL tank for <b>iron thickener overflow tank</b> complete with manholes, manhole cover, in/out flanges, nipples, drain & over flow nipples, operating / inspection platform & walkways with hand railing & ladders, vent pipe line, pipe supports with U-clamp, fasteners, gaskets etc. as shown in the drawing no: <b>UCT-2/MECH/TANK/167.</b>	02 Nos				
	Less rebate, if any, @____%					
	Net Amount, Rs					
Net Amount in words:						

(Signature of bidder with stamp)

**PRICE FORMAT- 1b**

**PRODUCT PRECIPITATION TANK : Quantity- 1 no.**

Sl. No	Description of Material	Qty.	Unit Rate (in words & figures)	taxes & duties	Total Amount including taxes (Rs)
1.	Lump sum Cost of material supply, fabrication, installation, testing, rubber lining, spark testing & commissioning of MSRL tank for <b>product precipitation tank</b> complete with manholes, manhole cover, in/out flanges, nipples, drain & over flow nipples, operating / inspection platform & walkways with hand railing & ladders, vent pipe line, pipe supports with U-clamp, fasteners, gaskets etc. as shown in the drawing no: <b>UCT-2/MECH/TANK/169.</b>	01 No			
	Less rebate, if any, @____%				
	Net Amount, Rs				
Net Amount in words:					

(Signature of bidder with stamp)

## INSTRUCTIONS TO TENDERER AND GENERAL CONDITIONS OF CONTRACT

**Tenderers are required to give their sealed Tender in duplicate.**

**No Tender shall be considered if:**

- a) Tenders are received after the specified date and time.
- b) The quotations are not legible and contain overwriting.
- c) Prices are tendered telegraphically on the due date and not confirmed subsequently.
- d) All the pages of offer are not signed by competent and authorised persons. Any person given a tender shall furnish documentary evidence that his signature on the tender, submitted by him is legally binding upon himself, his firm or company as the case may be.

**Prices:** The prices quoted must be net per unit quantity Sales tax/Excise duty, packing and delivery charge if applicable should be shown separately. Wherever necessary the prices may be shown separately if the material or part is imported.

Prices shall be given as under:

- a) F.O.R. destination (Jaduguda / Narwapahar / Turamdih) by road.
- b) If the item is imported, break up shall be furnished indicating:
  - i) F.O.B. port of shipment in foreign currency.
  - ii) Insurance & freight up to Calcutta Port.
  - iii) Foreign Exchange rate.
  - iv) Customs tariff heading and custom's duty.
  - v) Clearance & charges for delivery at Jaduguda.

**Acceptance of Tender:** The final acceptance of the tender rests with UCIL, who reserves to itself the right to reject any or all tenders without assigning any reason. It does not bind itself to accept the lowest or the whole of a tender. Order may be placed on more than one tenderer.

**Validity:** The prices should remain firm for acceptance for 180 days from the date of opening of the tender.

**Responsibility of Completeness:** Goods quoted for must be complete in all respect. Any fittings or accessories which may not be specifically mentioned in the specification but which are usual or necessary are to be provided by the Tenderer without extra charges.

**Quantity:** The Corporation reserves the right to order less or more than the specified quantity at the offered rates.

**Insurance:** Transit insurance should cover all risks upto the destination. Insurance will be arranged by the Corporation or the supplier depending on the basis of the contract.

**Earnest Money: Offers** should be accompanied by an earnest money deposit, without which, the offer is liable to be rejected.

The amount of the EMD shall be as stipulated under "SPECIFIC TERMS & CONDITIONS FOR SUBMITTING OFFER".

E.M.D. shall be in the form of a demand draft drawn on State Bank of India, Jaduguda Branch (code No. 0227) or Jamshedpur Branch of any Indian Nationalised bank drawn in favour of URANIUM CORPORATION OF INDIA LTD. E.M.D. shall not bear any interest.

**Security Deposit:** The successful bidder shall furnish a security deposit to the extent of 5% of the total value of the order, before the order is awarded. Such a deposit will be held by the Corporation until successful completion of the order/contract, and will bear no interest. It will be forfeited in the event of breach of contract. Security deposit may be in the form of a bank guarantee issued by/

counter guaranteed by an Indian Nationalised bank in favour of URANIUM CORPORATION OF INDIA LTD.

**Inspection:** UCIL reserves the right of stage and/or pre-dispatch inspection for which due notice shall be given by the supplier. However, final inspection shall be done on receipt of goods at destination.

**Capability:** List of customers of repute with Photostat copies of order may be submitted along with your offer.

**Rejection of Goods:** UCIL reserves the right to reject goods which are not as per specification and also if supplied in breach of the terms & conditions stipulated. In case of rejection you shall have to replace free of cost or refund the amount paid.

UCIL shall be entitled to recover from the supplier costs incurred by UCIL in respect of the rejected goods. Rejected goods will be lying at the UCIL's store at the supplier's risk and shall be removed by the supplier at his own cost immediately on receipt of rejected advice. The Corporation will not be responsible for any loss on account of deterioration etc. of the rejection goods. If rejected goods are not removed by the supplier, UCIL may charge penal rent and dispose off the goods as deemed.

**Failure and Termination of Contract:** When once the tender is opened, the tenderer is bound to abide by the rate, delivery and other terms & condition quoted by him. For any default in this connection or withdrawal of the quotation, the earnest money deposit shall be forfeited. If the tenderer fails to deliver any stores in accordance with to the terms & conditions, as per specifications stipulated, replace any stores rejected within such time as may be stipulated or breach of contract in any other way, the Corporation shall be entitled to anyone or more of the following:

- a) Cancel the contract, wholly or partly.
- b) Forfeit the earnest money and/or security deposit
- c) Impose penalty up to 10% of the contract value.
- d) To Procure from alternative sources and recover extra cost incurred by the Corporation.
- e) Removal of supplier's name from the approved list of suppliers.
- f) To receive from the tenderer as agreed liquidated damages a sum equal to half a percent of the value of the stores which the tenderer fails to deliver per each week or part thereof during which the delivery of such stores may be in arrears.
- g) Recovery of Liquidated damages.

In the event of action taken under clause (d) and (f) above, the tenderer shall be liable for any loss which the Corporation (UCIL) may sustain on that account but the tenderer shall not be entitled to any saving on such purchases made against default.

The decision of the Corporation (UCIL) shall be final as regards the

- acceptability of stores supplied by the tenderer and the Corporation.
- shall not be required to give any reason in writing or otherwise at
- any time for the rejection of the Stores.

**Warranty Clause:** The tender shall declare that the goods/stores/articles sold to the Corporation, (UCIL) under contract shall be of the best quality, workmanship and shall be strictly in accordance with the specifications and duty parameters contained in the contract. The corporation reserves the right to call for a performance guarantee backed by a bank guarantee. Notwithstanding the fact that the Corporation (UCIL), or any person on its behalf, may have inspected and/or approved the said goods/stores/articles, if it be discovered not to conform to the description and quality aforesaid or deteriorated goods may be rejected. On such rejection all the provisions relating to 'Rejection of goods' shall apply. The tenderer shall, if so called upon, replace the good, or such portion there of as is rejected by the Corporation and compensate such damages as may arise by reason of the break of the condition here in contained. Nothing, here in contained shall prejudice any other right of the corporation (UCIL) in that behalf under a contract or otherwise.



**Payment terms:** Unless otherwise agreed to, payment will be made within 30 days of receipt and acceptance of goods on prorata basis as mentioned under clause no. 10 of specific terms & conditions for submitting the offer.

**Force Majeure:** In the case of strikes/lockouts, closure of works (whole or partial) breakdown of machinery, act of God or any other cause beyond the control of the Corporation preventing or hindering the normal operation, the Corporation shall be at liberty to cancel this order at any time before receipt of the goods without being liable to the supplier for damages or other claims.

**Disputes:** Both parties agree in, disputes arising out of this order may be settled by arbitration, in accordance with the Indian arbitration Act, 1940 by a sole arbitrator who shall be appointed by the Chairman & Managing Director of this Corporation (UCIL).

**Jurisdiction:** This agreement/order shall be deemed to have been executed at Jaduguda, District Singhbhum (East), Jharkhand and it is subject to the jurisdiction of the court of Law in Ghatsila only irrespective of anything to the contrary that may be mentioned in the offer of the tenderer.

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## PROFORMA FOR BANK GUARANTEE AGAINST SECURITY DEPOSIT

TO

URANIUM CORPORATION OF INDIA LIMITED  
P.O. JADUGUDA MINES,  
DIST: EAST SINGHBHUM (JHARKHAND)  
PIN : 832102

Sir,

WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s (Supplier's name & address), a Company / Firm registered under (companies Act 1956/.....) and having its registered office situated at (Postal address) (herein after referred to as 'The Supplier') entered into a contract bearing reference no. \_\_\_\_\_ dtd. \_\_\_\_\_ with Uranium corporation of India Limited., (A Govt. of India Enterprises), P.O. Jaduguda Mines, Dist: Singhbhum East, Jharkhand – 832102 (herein after referred to as UCIL) for supply (details of order) (herein after referred to as 'The Contract').

AND WHEREAS under the terms and conditions of the contract the supplier 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.

NOW WE (Bankers) hereby agree and undertake to indemnify UCIL and keep UCIL indemnified to the extent of a sum not exceeding the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) against any damage or loss that may be suffered by UCIL by reason of non-fulfillment of any of the terms and conditions of the contract by the supplier.

AND WE, (Bankers) hereby undertake to pay on demand in writing by UCIL or any officer of UCIL within 48 hours and without any demur to UCIL on behalf of the supplier any sum of sums not exceeding in the total Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as may be claimed by UCIL as the damages or loss that UCIL may have suffered by reasons of the non-fulfillment of any particular terms and conditions of the contract by the supplier.

We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court or tribunal or arbitrators relating thereto.

AND WE, (Bankers) hereby further agree that the decision of UCIL as to whether the supplier has committed breach of any such terms & conditions of the contract or not and assessment of UCIL as to the amount of damages or loss suffered by UCIL on account of such breach would be final and binding on us and it need not be established.

AND WE, (Bankers) lastly agree that our liability hereunder shall not be discharged by virtue of agreements between UCIL and the supplier whether with or without our knowledge, and / or consent or by reason of UCIL showing any indulgence or forbearance to the supplier whether as to payment, time, performance or any other matter whatsoever or any modification of the said contract which but for this provision would amount to discharge of the surety under the law.

This guarantee shall not be revoked by us whether before its coming into force or any time during its currency without your previous consent in writing.

AND WE, (Bankers) also agree that our liability hereunder shall not be discharged by any change in the constitution of this bank or the firm of supplier. Our liability under the guarantee shall not in any event whatsoever exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

Our guarantee shall remain in force until (date) or such further date up to which this bank guarantee is renewed or extended and unless a claim under the guarantee is lodged with us within 6 (six)

months from such date all rights of UCIL under the guarantee shall be forfeited and we shall be relieved and discharge from all liabilities thereunder.

For the purpose of enforcing legal rights / remedies under this guarantee we agree that the court of law of GHATSILA, Singhbhum East, Jharkhand State shall have exclusive jurisdiction.

We have power to issue this guarantee and the undersigned has full power to sign this guarantee on our behalf under POWER OF ATTORNEY granted to him by the Bank.

Dated at (Place ) this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_

For (BANKER'S NAME)

\_\_\_\_\_  
Signature

(Name in Capital letter)  
Designation \_\_\_\_\_

\_\_\_\_\_  
Signature

(Name in Capital letter)  
Designation \_\_\_\_\_

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**NOTE TO SUPPLIERS :**

- i) BANK GUARANTEE submitted by you should be sent to us directly by the issuing bank under Registered Post (A.D).

**NOTE TO ISSUING BANK :**

- i) In case you desire to submit the BANK GUARANTEE directly to us, you are requested to send by Registered Post (A.D) an unstamped duplicate copy of the guarantee directly to us with a covering letter to compare with the original BGs and confirm that it is in order.

## **PROFORMA FOR BANK GUARANTEE AGAINST WARRANTY**

TO

URANIUM CORPORATION OF INDIA LIMITED  
P.O. JADUGUDA MINES,  
DIST: EAST SINGHBHUM (JHARKHAND)  
PIN : 832102

Sir,

WHEREAS M/s (Name and full address) (hereinafter referred to as the 'contractor' received an order bearing reference number \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the 'Contract') from Uranium Corporation of India Limited, P.O. Jaduguda Mines, District: Singhbhum, Jharkhand – 832102 (hereinafter referred to as 'UCIL') for the supply of \_\_\_\_\_.

And whereas the contractor is required to guarantee that the goods supplied is free from defects in its material of construction workmanship and its performance and further required to rectify by repair or replacement free of all costs to UCIL any defect / defects in the goods and / or its performance, if noticed within the warranty period stipulated.

And whereas UCIL has agreed to pay the contractor the full value (inclusive of duties and taxes) of the goods supplied on the contractor furnishing a bank guarantee in the manner here in contained for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) to cover the said guarantee.

Now we (the Banker) hereby agree and undertake to indemnify UCIL and keep UCIL indemnified to the extent of a sum not exceeding the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) against any damage or loss that may be suffered by UCIL by reason of non-fulfillment of the obligations under the said guarantee by the contractor.

AND WE, (Banker) hereby undertake to pay on demand in writing by UCIL or any officer of UCIL within 48 hours and without any demur to UCIL on behalf of the supplier any sum or sums not exceeding in the total Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as may be claimed by UCIL as the damages or loss that UCIL may have suffered by reasons of the non-fulfillment of any particular terms and conditions of the contract by the suppliers.

We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any court or Tribunal or arbitrators relating thereto.

AND WE (Bankers) hereby further agree that the decision of UCIL as to whether the contractor has committed breach of any such terms and conditions of the contract or not and assessment of UCIL as to the amount of damages or loss suffered by UCIL on account of such breach would be final and binding on us and it need not be established.

AND WE, (Bankers) lastly agree that our liability hereunder shall not be discharged by virtue of arrangements between UCIL and the supplier whether with or without our knowledge, and / or consent or by reason of UCIL showing any indulgence or forbearance to the supplier whether as to payment, time, performance or any other matter whatsoever or any modification of the said contract which but for this provision would amount to discharge of the surety under the law.

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

AND WE, (Bankers) also agree that our liability hereunder shall not be discharged by any change in the constitution of this bank or the firm of supplier. Our liability under the guarantee shall not in any event whatsoever exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

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

For the purpose of enforcing legal rights / remedies under this guarantee we agree that the court of law of GHATSILA, Singhbhum East, Jharkhand State shall have exclusive jurisdiction.

We have power to issue this guarantee and the undersigned has full power to sign this guarantee on our behalf under POWER OF ATTORNEY granted to him by the Bank.

Dated at (Place) this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

For (BANKER'S NAME)

\_\_\_\_\_  
Signature  
  
(Name in Capital letter)  
Designation \_\_\_\_\_

\_\_\_\_\_  
Signature  
  
(Name in Capital letter)  
Designation \_\_\_\_\_