

URANIUM CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprises)

P.O.: Jaduguda Mines,

Website: www.ucil.gov.in

Distt: East Singhbhum

Jharkhand, PIN: 832102.

Ref No.: NIT NO.: UCIL/IA/AC/2017-18/03

CIN: U 12000 JH 1967 GOI 000806

Phone No: 0657-2730122/2730222

FAX No.: 0657-2730322.

Dated 15.01.2018.

N.I.T. No. JAD/AC - 03

Uranium Corporation of India Ltd., Jadugoda, invites sealed public tender for engaging Chartered Accountant / Cost Accountant Firms for Accounting & Taxation Services as per following:

1.	Name of Work	Engagement of Chartered Accountant /Cost Accountant firms for Accounting & Taxation services for Uranium Corporation of India Ltd., Jadugoda/Tummalapalle.
2.	Estimated value of work	Rs. 36,81,000/-
3.	Period of Contract	Initially for one year and may be extended for further one year .
4.	EMD to be deposited with tender	Rs. 37,000/-
5.	Date for submission of tender documents	Up-to 06.02.2018 AT 3.00PM
6.	Date and time of opening of tender (Envelop -1 only)	06.02.2018 at 3.30PM

Interested parties may download the tender document containing all detailed condition of tender, technical and price part etc from websites: www.ucil.gov.in . Any corrigendum/ extension to above shall be given in the said websites only. It is an e-tender and to be filled in **ON-LINE** mode only and physical form is not acceptable. Full detail, terms & conditions etc is available in the downloaded tender documents. EMD cost should be in the form of demand draft only in favour of Uranium Corporation of India Ltd. payable at Jadugoda. Tender received without EMD will summarily be rejected. Conditional tender will be disqualify.

Dy. G. M. (Accounts)/H.O.D.(Finance)
Uranium Corporation of India Limited

**URANIUM CORPORATION OF INDIA LIMITED
JADUGUDA MINES
DIST: EAST SINGHBHUM
JHARKHAND – 832102.**

PHONE NO. 0657-2730122/ 2730222

FAX NO.: 0657-2730322

TENDER DOCUMENT

FOR

NIT NO . JAD/AC – 03

FOR

**“APPOINTMENT OF CHARTERED ACCOUNTANT / COST ACCOUNTANT
FIRMS FOR ACCOUNTING & TAXATION WORK AT URANIUM
CORPORATION OF INDIA LTD”.**

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I. INTRODUCTION

Financial Accounting & Reporting Systems at UCIL:

UCIL maintains Books of Accounts as required under the applicable regulations and statutes. The Company has detailed financial/system manuals covering major areas of business operations viz., Accounting, Costing, Internal Audit, Personnel, Stores, Purchase, Works, etc. having corporate office at Jadugoda. Annual Financial Statements are prepared at the corporate office after compilation of the financial statements of the company as a whole. UCIL is using in-house developed/customized IT applications based on hybrid platforms (viz, Oracle, COBOL, FoxPro etc.) for Accounting, MIS and other business processes. There is an on-line financial accounting system at all the accounting units to capture and process accounting data as per Ind AS system.

II. - PRE QUALIFICATION (PQ) CRITERIA

CA/CMA firms possessing the following PQ criteria are invited to submit documentary evidences in support of the same.

Sl No	PQ criteria	Documents Required
1.	The firm of Chartered/Cost Accountants should not be less than FIVE years old as on date of tender and must have one branch office at Hyderabad/ Bangalore and minimum number of qualified partners in the Firm must be 10 along with minimum 25 working staff.	(i)Copy of firm registration certificate (FRC) issued by the institute of Chartered /Cost Accountants of India and , (ii)Copy of certificate of practice of all the partners of the firm, period with association with this firm, detail of staff with qualification. (iii) Proof of Branch office at Hyderabad/Bangalore.
2.	Firm must have the experience and expertise in implementing Ind-AS accounting at least in one PSU (processing/ manufacturing company) or a large public limited Company having turnover not less than Rs. 500 crore.	Copy of work orders received from clients .
3.	Firm must have the experience and expertise in Capitalization of Project having value not less than Rs. 100 crore in any of the last five Financial years ending 31.03.2017 of at least one PSU (processing/ manufacturing company) or a large public limited Company.	Copy of work orders received from clients
4.	The firm should have an exposure in handling Income tax matters during previous five years ending 31.03.2017.	Copy of Appointment letter from client .
5..	Firm should have average gross receipts of at least RS 100 Lakhs in three previous financial years i.e. 2014-15,2015-16 and 2016-17.	(i)Copy of Audited Annual Accounts of last three financial years to be submitted in support of gross receipts.

Note:

a) Bidder not fulfilling any of the above PQ criteria need not submit bid as their bid shall liable to be summarily rejected.

III. INFORMATION TO BE GIVEN BY THE BIDDER

- a) Name of the bidder firm :
- b) Name of partners members :
- c) Number of working staff :
- d) Address of the firm :
- Telephone No. :
- Office :
- Mobile :
- Fax :
- E-mail Id :
- e) Registration particulars of the firm & Date of formation :
- f) Name /Designation /Address of the signatory Of the bid with letter of authorization, if any :
- g) Permanent Account No (PAN)of the firm
- h) G.S.T. registration details :
- i) Details of experience (in brief) :
- j) Details of professional personnel/ working staff :
- k) Details of Bank Account for Payment :

Certified that the information given above is true and if at any time this is found to be false or misleading the bid /contract shall be liable to be cancelled:

Name :
Signature :
(Capacity in which signed)

IV. BID OPENING AND EVALUATION:

M/S UCIL shall open the bids in the presence of bidders or his authorized representatives, who choose to attend, at 15:30 Hrs on the due date. The bidder's representatives, who will be present shall sign, in the attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in the bid opening .

The technical part containing PQ criteria shall be opened first and Price bid shall be opened only for qualified bidders and date of opening of Price bid will be communicated later to only qualified bidders.

All the bids shall be evaluated based on the terms and conditions of this tender to shortlist the qualified bidders. M/S UCIL shall consider placement of order on the qualified bidders, whose offer shall be lowest.

U.C.I.L. reserve the right to cancel one or all bids at any time before awarding the work and decision of Corporation will be final.

V) LATE BIDS:

Any bid received by M/S UCIL after the prescribed date & time for submission of bids, shall be rejected.

VI.- Period of Contract :

The period of contract shall be for one year from the date of work order. UCIL reserves the right to extend the contract at same rate, terms & conditions for the following year subject to certain need based changes in scope of the work.

VII Manpower requirement

1) Minimum 3 (Three) number of fully qualified experienced Chartered /Cost Accountants (of which at least two must be Chartered Accountant) are required to be deputed at Jaduguda/Turmadih unit for the Accounting job for full year .

2) Minimum 5(Five) no of semi qualified Chartered /Cost Accountants (of which at least four must be Inter Chartered Accountant) are required to be deputed for the Accounting job. One person is required to be posted at our Tummalapalle (Andhra Pradesh) unit and balance four persons will be posted at Jaduguda/Turamdih unit in Singhbhum, Jharkhand.

3) All the deployed manpower should be present at least 22 working days in a month.

4) Firm should take permission from H.O.D.(Finance) before replacement of manpower.

VIII.-Scope of Work.

SCHEDULE - I

SCOPE OF ACCOUNTING SERVICES/FUNCTIONS

Compilation of Quarterly/Annual Accounts.

(A) The Accounts is compiled through On –Line Financial System. The Accounts have to be compiled duly reconciling with the subsidiary ledgers.

- 1) Looking after various jobs related to Fund section, Salary & Wages section, Works Accounts section , Purchase Accounts section Price store ledgers and General Accounts section of all units and Corporate Office.
- 2) Ensuring proper TDS compliance of all units .
- 3) The firm should carry out Computerization and system development of various jobs in Accounts department in consultation with Electronic data Processing (EDP) department. Programme development will be carried out by EDP personnel of UCIL.
- 4) Compilation of Annual Accounts of the Corporation as per Ind AS , as per Companies Act 2013 and IFC/IFRS , if applicable. To provide guidelines and assistance for compliance to applicable Laws, Rules & Act in force.
- 5) Any other work related to Accounts department from time to time and as directed by HOD (Finance)-Jaduguda.

(B) . Preparation of and submission of M.I.S. Reports

Various MIS reports required are to be compiled and submitted on requirement basis. The content and type of MIS reports to be prepared shall be carried out as per the directives of HOD (F).

SCHEDULE - II

SCOPE OF TAXATION SERVICES

(A). Taxation

1. Preparation and submission of returns of Income Tax, to appropriate taxation authorities including revised return, if required with in time as prescribed in the concerned Law , Act & Rules.
2. Draft of replies in compliance of the notices and other communications received from the Taxation Authorities.
3. To represent Corporation & appear before Taxation Authorities /Appellate Authorities for current as well as old pending cases and preparing and submitting explanation and information asked for time to time.
4. Examination of the Assessment Orders / Appellate orders and advising further action in the matter.
5. Collecting & preparing information from client office, Preparation and filing of Appeal before Commissioner of Income Tax (Appeal) / Income Tax Appellate Tribunal Ranchi.
6. To arrange the refunds due to Corporation from Income Tax department departments including old pending refunds.
7. To provide expert opinion for the case as and when required by the corporation under the Income Tax, etc.
8. Filing on line income tax return well in time.

(B). Specialized services on Call out basis

Further to above Scope of Work, UCIL wants to avail the special services of Tax Consultant for representing it in ITAT whenever there is a requirement to pursue the case in ITAT. (this is part of present scope). The scope of work for this activity shall include the following:

1. Preparation and filing of appeal/application before ITAT including Drafting of Grounds of Appeal and Statement of Facts, preparation and filing of written submissions/paper book.
2. Representing UCIL in hearings by a senior counsel having experience in dealing with ITAT .

IX. EARNEST MONEY DEPOSIT (EMD):

1. The bid shall be accompanied by EMD of Rs.37,000/- (Rupees Thirty seven Thousand only) in the form of 'demand draft' issued by Nationalized bank in favour of Uranium Corporation of India Ltd. payable at Jadugoda.
2. No interest shall be paid on EMD. The offer without EMD in any form other than specified herein above is liable to be summarily rejected.
3. EMD shall be dealt with as follows
 - a. In case of unsuccessful bidder it shall be returned without interest immediately after finalization of order.
 - b. For successful bidders, it will be converted into Security Deposit and will be return after completion of work.
4. The EMD shall be forfeited if:
 - a) The bid is revoked during its validity period.
 - b) The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
 - c) The tenderer fails to accept the order when placed or fails to commence work after accepting the order.
 - d) In case bidder submits false /fabricated documents.

X. Security Deposit:

The total amount of Security deposit will be 5% (Five) of the awarded value of contract price and shall have to be deposited before commencement of work. Earnest money already deposited will be converted in to Security deposit and balance amount to be deposited in the form of demand draft/bank guarantee from any schedule commercial bank in favour of UCIL in the prescribed format of UCIL. Security deposit will be returned after completion of the contract.

XI. Travelling ,Boarding & Lodging:

Only Lodging shall be provided by the Company at its colony subject to availability, at free of cost. Food , T.A / D.A and all other expenses is inclusive in the rates and Company will not pay any amount on account of it.

XII. Payment terms:

Quarterly payment will be made along with applicable tax and duties. on submission of Bill after adjustment of TDS etc.

XIII. GENERAL Terms & Condition of Contract.

1. VALIDITY OF OFFERS /FEES

Bidders have to quote the fees strictly as per the Price Bid format. Fees quoted by the bidders in their bids shall remain firm and valid for the total contract period or till complete execution of the contract. However, statutory levies/taxes are payable by UCIL as applicable on prevailing date of actual render of services on submission of invoice. The offered price should be valid for a period of 90 days from the date of opening of price bid.

2. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

M/S UCIL reserves the right to accept any bid , and to cancel the bidding process and rejects all bids , at any time prior to award of contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the UCIL's action.

3. RELATED PARTY:

Related Parties should not quote for the tender separately. If it is noticed that related Parties submitted separate quotation, the same shall be liable to be rejected. Parties are considered to be related if one or more partner / member are common.

4. INCOME TAX:

Income tax inclusive of surcharge and any other tax if applicable shall be deducted at source as per rule.

5. Goods & Service Tax (GST) :

Goods & Service tax (GST) shall be paid extra as applicable on the date of actual render of service and billing on UCIL. Any changes in taxation will be applicable as per prevailing statutory provisions.

6. SECURITY:

The successful bidder shall not at any time during the tenure of contract or thereafter disclose any information furnished to them by the company or any drawings, designs, reports and other documents and information prepared for this work, without the prior written approval of the company except in so far as such disclosure is necessary for the performance of the Party's work and service hereunder. Successful bidder will be required to enter into secrecy agreement with UCIL, copy of which is enclosed.

7. The firm shall comply with provisions of payment of wages Act-1938, workmen's compensation act 1923, industrial dispute act 1947,epf & mp act 1952 or any other law relating thereto and rule made there.

XIV. OTHER TERMS AND CONDITIONS:

1. Successful bidder shall depute sufficient number of competent staff as specified for this work at their own cost.
2. Successful bidder shall submit Quarterly report to the HOD (Finance) Jaduguda.
3. The posted staff may be advised to observe all safety precautions as applicable to the department in which the work is carried out.

4. The company shall not be responsible for any accident caused to your personnel due to any circumstances happen within or outside the company premises.
5. Every effort shall be made to complete the work strictly as per scope of work in time.
6. Successful bidder shall be reporting to HOD (Finance) Jaduguda.
7. Information made available during the course of work shall be used only for bona fide work relating to work of the company and not for any other purpose. The person shall not divulge the information made available by the company or otherwise acquired during the course of engagement to any other agency.
8. The company reserves the right to accept /rejects any or all the offers without assigning any reason whatsoever therefore.
9. Necessary insurance coverage for all manpower deployed for this job at UCIL units shall be taken by the Firm.
10. Estimated cost of the tender is RS.36,81,000/- **including travelling and other expenses** , excluding GST.

XV. Penalty Clause for non deployment of manpower: In case of non deployment of manpower as per manpower requirement clause VII of tender documents, proportionate recovery of fees as per specific price part item number will be made. However if the non deployment of manpower is more than 7 days in a particular month , recovery will be made one and half times (1.5 times) of specific price part. In case of non deployment of manpower for more than 7 (seven) days in a month continues for more than three months the contract may be cancelled at the sole discretion of UCIL and Security deposit will be forfeited.

XVI. FORCE MAJEURE:

If at any time during the currency (tenure)of the order , it is not possible to execute any portion of the work stipulated in the order , due to reasons beyond control of either UCIL or the bidder , on account of emergency declared by the government , reasons of go slow , strike or lockout at our/the bidders office , war , civil commotion , earth quake , fire , storm, flood, acts of God, acts of any government , sabotage, riot , police action , revolution unforeseen circumstances

or the other hindrances beyond one's control, there shall be no liability on the part of the defaulting party for consequential losses

XVII. FAILURE AND TERMINATION:

If the bidder fails in the performance of the contract in the manner and within the time fixed or there is likelihood of an anticipatory breach of whole or part of the contract, the company will have the right to rescind the contract by giving one month notice period.

XVIII. ARBITRATION AND LEGAL JURISDICTION:

All disputes or differences whatsoever arising between UCIL and bidders out of or relating to the construction, meaning and operation or effect of this tender shall be settled by the sole arbitrator appointed by the Chairman Managing Director of UCIL and the award of such arbitrator shall be final and conclusive and binding. No objection shall be raised on the ground that the arbitrator so appointed is an employee of UCIL.

BANK GUARANTEE FOR THE PERFORMANCE BOND/SECURITY DEPOSIT

Name of the Bank : -----
Address of the Bank : -----
Guarantee No. & Date:-----
Date of Expiry : -----
Claim Period : -----
Limit of Liability : -----

WHEREAS URANIUM CORPORATION OF INDIA LIMITED (herein after referred to as the CORPORATION) having its registered office at P.O. Jadugoda Mines & Dist: Singhbhum (East), Jharkhand – 832 102 which expression shall, unless repugnant of the Context, includes its legal representatives successors and assigns, have entered into an agreement) herein after referred to as the Agreement) with _____/(herein after referred to as the CONTRACTOR) having its registered office at _____ which expression shall, unless repugnant to the Context, include its legal representatives, Successors or assigns, for _____ Package work _____ Letter of Intent No. _____ dated _____ described in the Agreement based on the Terms and the Conditions contained in the Agreement and whereas by the said Agreement Corporation has agreed to pay the Contractor for the services to be rendered by the Contractor in terms of the said Agreement.

AND WHEREAS, in accordance with the terms of the Agreement, the CONTRACTOR has to furnish Performance Bond in the form of a Bank Guarantee (BG) from a reputed Schedule Commercial Bank for Rs..... (Rupees Only) being 5% of the total contract value for due performance, fulfillment and observance of the terms and conditions of the Agreement and further covenanted with CORPORATION to make good any deficiencies so as to fulfill in all respects the purposes of which the Agreement is entered into and in accordance with their operating and other conditions specified and to meet all the requirements specified in regard there to in the Agreement for the period/periods stipulated in the Agreement.

Now, by this Guarantee, we the CONTRACTOR (as principal) and the _____

(Name of the Bank)
Address)

(Name of the Branch with

Having its head office at

_____ (Address of the Head office of Bank)

(herein after called the SURETY) are held and firmly bound up to the CORPORATION in the sum of Rs.....(Rupees only) for the payment of which the CONTRACTOR and the surety bound themselves, their successors, Legal representatives and assigns jointly and severally by this presents. This Guarantee will be in full force irrespective of any change in the constitution of the CONTRACTOR and/or the SURETY or death or insolvency of the SURETY. Now the conditions of this guarantee is such that if the CONTRACTOR (as principal) shall duly, faithfully and punctually perform and observe all the terms, provisions, conditions and stipulations of the Agreement including covenants, concerning guarantee stipulated therein on the part of the CONTRACTOR (as Principal) to be performed and observed according to the true purpose, intent and meaning thereof or if on default of the CONTRACTOR the SURETY shall satisfy and discharge the damages sustained by the CORPORATION hereby up to the amount of this guarantee herein, then the obligation herein shall be null and void, but otherwise shall be in full force and effect for a period up to and including _____ from the date of issue of this guarantee, But no alteration in the (Expiry date of the BG)terms of the said agreement made between the CORPORATION and the CONTRACTOR or to the extent or the nature of the materials supplied and/or services rendered, completed and maintained there under and no allowance of time by the CONTRACTOR or the CORPORATION under the Agreement nor any forbearance in respect of any matter or the thing concerning the said agreement on the part of the CORPORATION shall in any way release the SURETY from any liability under the guarantee herein.

We do hereby indemnify the CORPORATION and undertake to pay the amount due and payable under this guarantee without any demur, merely on demand within 48 hours from the CORPORATION stating that the amount claimed is due by way of loss or damage caused to or suffered by the CORPORATION by reason of any breach by the said agreement or by reason of the said CONTRACTOR (as principal) failure to comply with any of the conditions with regard to the Agreement set out in this Guarantee. Any such demand made on us by the CORPORATION shall be final and binding and be conclusive as regards the amount due and payable by us under this Guarantee.

However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____) only.

We further covenant that the Guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till all the dues of the CORPORATION under or by virtue of the said Agreement have been fully paid and the CORPORATION'S claim satisfied or discharged or till the CORPORATION certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said CONTRACTOR (as Principal) and discharges the Guarantee.

We, the SURETY further covenant with the CORPORATION that the CORPORATION 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 from time to time, to postpone for any time or from time to time, any of the power exercisable by the CORPORATION AGAINST the said CONTRACTOR (as Principal) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variations, or extension being granted to the said CONTRACTOR or any forbearance, act of omission on the part of the CORPORATION, or any indulgence by the CORPORATION to the said CONTRACTOR (as Principal) 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.

THIS guarantee herein contained is not revocable by the notice during its currency and will remain in full force until all the undertaking covenants, terms and conditions of the Agreement are performed and fulfilled or until it is discharged by notice in writing by the CORPORATION.

This guarantee will remain in force up to and including _____ (Date of expiry of Bank Guarantee) and will stand automatically cancelled on the expiry of the said period unless extended by mutual agreement. Unless a demand or claim to enforce the claim under this guarantee is made writing against the surety within _____ months (_____ months) from the date of the expiry of this guarantee i.e, on or before _____ all the rights of the CORPORATION hereunder against the surety shall be forfeited and we shall be relieved and discharged from all the liabilities hereunder.

The bank hereby declares that it has the power to issue this guarantee and the undersigned has full power to do so.

Notwithstanding anything contained herein before our liability under the present Guarantee is restricted to Rs..... (Rupees only) and shall remain in force for a period up to

_____.

(Date of expiry of BG)

Unless a suit or action is instituted to enforce the claim under the Guarantee within _____ months (_____ months) from the said date all your rights under the guarantee shall be forfeited and we shall be relieved and discharge from all liabilities there under.

For the purpose of enforcing the legal rights/remedies under this guarantee we agree that the Court of Law at Ghatsila, Jharkhand State, shall have exclusive jurisdiction.

Witnesses:

Surety

1. Name & Address
(Name of the Bank)

For and on behalf of

Signature

(Signature and P.A. No. of Branch Manager)

2. Name & Address ----- Signature

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

Date:

To,

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

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

I / We agree and undertake:

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

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

Signature.....

Name.....

Title.....

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

SECRECY / CONFIDENTIALITY AGREEMENT

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

WITNESSETH :

WHEREAS:

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

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

- 1. The term "Confidential Information" means:
 - (1) All details supplied by UCIL/ (Name of the company) on technical, commercial and other information and data on the Process.
 - (2) All details supplied by UCIL/ (Name of the company) on technical, commercial and other information and data relating to the products.

2. Each party hereto shall keep secret and confidential any and all Confidential information it receives from any other party or parties hereto under this Agreement, and shall not use such Confidential Information for any purposes except for the said tender purpose hereunder. The obligations under this Article shall not apply to any information or data that :

- (i) at the time of its disclosure hereunder is in the public domain,
- (ii) after disclosure hereunder becomes part of the public domain by publication or otherwise through no fault of the party to whom such information or data is disclosed

hereunder ("Receiving party") (but only after it is published or otherwise becomes part of the public domain),

(iii) the Receiving Party can show in its possession at the time of disclosure hereunder and which the Receiving party, without breach or any obligation is free to disclose to others, or

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

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

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

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

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

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

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

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

PRICE PART

(SAMPLE ONLY NOT FOR FILLING)

Sl No	Particulars	Rate per month (in Figure)	Rate per month(in words)	Total Amount of twelve month
1	Fully qualified Chartered/Cost Accountants.(As per scope of work-Manpower requirement head)			
2	Semi-qualified/ experienced persons. .(As per scope of work-Manpower requirement head)			
3	Fees for Taxation services.			
	TOTAL FESS			

Notes:

1. GST shall be paid as prevailing rate at actual extra.
2. Quoted rate shall be indicated in both the figures and words. In case there is any discrepancy between figures & words, words shall prevail.
3. If all the component of price bid is not quoted separately, the bid shall be rejected.