

URANIUM CORPORATION OF INDIA LTD.

(A Government of India Enterprises)

Tummalapalle Uranium Project

M. C. Palle (Post), Vemula (M), YSR(District) , Andhra Pradesh, India – 516 349

Annexure-1

Enquiry no: TMPL/**Agitator Gear Box spares**/412,Date 17/09/2026, Due date: 16/10/2026.

Sub:for Agitator Gear Box spares,

SPECIFIC TERMS & CONDITIONS FOR SUBMITTING THE OFFER (PART-1)

1) STYLE OF QUOTATION : TWO PART SINGLE STAGE SYSTEM

Bidders who are interested in supply are required to submit their offer in TWO PART (Pre – Qualification &Technocommercial Cum Price part) through <https://etenders.gov.in/eprocure/app> subject to meeting pre qualification criteria and terms & condition of our tender (as per annexure -2). Bidders who are not meeting the pre-qualification criteria and not confirming all NIT terms & condition in part-1 (i.e. Pre-qualification Part) their offer will be rejected and their price part shall not be opened. Offer submitted in single part will out rightly be rejected.

NOTE: i)Bidders should quote through <https://etenders.gov.in/eprocure/app>.**Please do not send the offer in Hard copy.**

ii) For any Technical related queers please contract. HELP DISK NUMBER: 0120-4001 002, 0120-4001005 ,0120-6277787 / Email-Support-eproc @ nic.in.

2) PART-I, TECHNO COMMERCIAL BID (UNPRICED)

It shall contain

- a) Commercial terms & conditions of sale
- b) All documents in support of your credentials (see clause PQC below).

3) PART-II, PRICE BID: This part shall contain “Rate” only.

4) MODE OF SUBMISSION OF TENDER

Both parts of the offer should be submitted online through <https://etenders.gov.in/eprocure/app>

5) SCOPE OF WORK: Supply of Agitator Gear Box spares ., as per the item list mentioned at Annexure-2

6) Bidder should confirm that they have quoted as per the specifications, makes mentioned in our enquiry. In case of multiple makes, bidders should specify the make which they offered.

7) Successful bidder shall submit the proof for the specified make mentioned in the PQC along with supply of materials.

8) DELIVERY SCHEDULE: Bidders should supply within 2 Months from the date of issuance of Purchase order. Supply Point of dispatch will be considered only from bidders registered address to UCIL DELIVERY Address.

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9) PRICE :

Should provide detailed break up of their quoted landed cost i.e. inclusive of basic price, all statutory duties & taxes, freight including applicable Taxes, P&F and other charges as per the price bid format given in Annexure 2.

10) PRICE TERMS: Material should be delivered at out Tummalapalle stores on FOR DESTINATION basis including freight charges.(TUMALLAPALLE is located about 15 Kms. from PULIVENDULA and 75 kms. from Kadapa, NEAR AMD CAMP, P.O. MABBUCHINTALAPALLE, VEMULA (M), YSR (KADAPA) DIST - 516349, ANDHRA PRADESH, INDIA).

11) FIRM PRICE: The price should be firm till execution of entire order quantity

12) PAYMENT TERMS:

Within 30 days from the date of receipt and acceptance of material at our Tummalapalle stores.

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

14) Offers must be submitted positively within the due date. Tenders will not be accepted after 2:30 P.M on the due date of submission of offers.

15) PRICE FALL CLAUSE: The bidder shall undertake that it has not supplied/is supplying similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any other Ministry Dept of Govt of India or PSU and if it is found at any stage that the similar products/systems/sub systems was supplied by the bidder to any other Ministry/Dept of the Govt of India or a PSU at a lower price, then that very price, will be allow an for elapsed time, will be applicable the present case & the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

16) All terms & conditions indicated in Part I is required to be accepted by the bidders in totality and indicate one line confirmation in Part I i.e. "All NIT terms & conditions indicated in Annuxure I, have been agreed by us in totality "failing which their offer will be rejected and price part (Part II) shall not be opened.

17) Bidders who are not registered with UCIL for RTGS payment .They should provide Bank details, Scan copy of Pan Card and GST number & copy of cancelled cheque leaf along with Pre qualification Part.

18) PQC (Pre – Qualification Criteria):

a)Bidder should be Manufacturer of SEW euro drive Gear boxes/its spares (or) their authorized dealer. Dealers should submit copy of valid dealership certificate from principles along with part-1 of their offer. Failing which their offer will be rejected.

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- b) Offers received without EMD and Tender fee will not be considered, however exemption from submission of Tender fee & EMD against submission of valid supporting documents, pertains to the class of items/ stores/ works for which the tender is floated, shall be allowed as per prevailing Govt guideline in Vogue.
- 19) Bidders whose name exists in our dormant list (Adverse Remarks Register) their offer will not be considered.
- 20) **LIQUIDATED DAMAGES:** Supply should be effected as per stipulated delivery schedule. If there is shortfall in supply LD shall be levied @ $\frac{1}{2}\%$ per week or part thereof on the value of unfinished supply/Purchase order for each week of delay subject to a maximum of 5% of the total value of contract (excluding Taxes and Duties).
- 21) **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 after giving seven days notice to avoid stoppage of the plant.
- 22) **PREFERENCE TO MICRO, SMALL AND MEDIUM ENTERPRISES (MSME), MSME(SC/ST) ENTREPRENEURS AND MSME WOMEN ENTERPRISES:**
- i) **For MSME bidders: in case of L1 bidder is a non MSME bidder, chance will be given** to other MSME bidder who is within the price band of L1+15%, to supply 25% of total procurement, provided that MSME bidder agreed to match with L1 bidder's landed rate. In cases where more than one such MSME bidders are there, then the supply shall be shared proportionately (to tendered quantity).
- ii) **For MSME owned by SC/ST bidders:** Out of 25% target of procurement from MSME bidders, a sub target of 4% out of 25% shall be earmarked to procure from MSME owned by SC/ST bidder participated in that tender, provided that bidder agrees to match with L1 bidders landed rate. In the event of failure of such MSME to participate in tender or not agrees to match L1 price, this 4% sub target shall be met from other MSME. in case of more than one MSME SC/ST entrepreneurs, order for supply of 4% out of 25% of the tendered quantity shall be divided equally amongst them provided they agree to accept L1 rate/price.
- iii) **For MSME Women Enterprises:** Out of 25% target of procurement from MSME bidders, a sub target of 3% out of 25% shall be earmarked to procure from MSME owned women entrepreneurs participated in that tender, provided that bidder agrees to match with L1 bidders rate. Order for balance quantity shall be divided equally amongst all MSME bidders who agree to match L1 price. In case of more than one MSME women entrepreneurs, order for supply of 3% out of 25% of the tendered quantity shall be divided equally amongst them provided they agree to accept L1 rate/price.
- However preferences to MSME bidders shall be applicable only as per the prevailing Government guide lines during the period of releasing order.
- 23) **MAKE IN INDIA POLICY:**
- (A) In case of 'Class-I local supplier / Class-II local Supplier, bidder shall indicate percentage of local content and provide self- certification that the item offered meets the local content requirement for class-I local supplier' / class-II local supplier / Non local supplier, as the case may be.

(B) PURCHASE PREFERENCES FOR LOCAL SUPPLIER (IN LINE WITH GOI ORDER NO.

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P-45021/2/2017- PP (BE-II) DATED 16.09.2020

- 1) In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
- 2) Only 'Class-I local supplier' and 'Class-II local supplier' as defined under the order shall be eligible to bid in procurements undertaken by procuring entities.

(C) Purchase preference in the procurements of goods or works, which are covered under above 29(B) clause No. 2 and which are divisible in nature.

- i) Among the qualified bids, the lowest bid will be termed as L1, if L1 is Class-I local supplier, the contract for full quantity will be awarded to L1
- ii) If L1 bid is not a class –I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter , the lowest bidder among the class-I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local suppliers quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such class-I local supplier subject to matching L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity , the next higher class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case more quantity is still left uncovered on class-I local suppliers, then such balance quantity may also be ordered on the L1 Bidder.

(D) Purchase preference in the procurements of goods or works, which are covered under above 29(B) clause No. 2 and which are Non - divisible in nature.

- i) Where the bid is evaluated on price alone, the class-I local supplier shall get purchase preference over class-II local supplier as well as Non-Local supplier.
- ii) Among the qualified bids, the lowest bid will be termed as L1, if L1 is Class-I local supplier, the contract will be awarded to L1.
- iii) If L1 is not class-I local supplier, the lowest bidder among the class-I local supplier, will be invited to match the L1 price subject to class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1- Price.
- iv) In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and contract shall be awarded accordingly. In case none of the class-I local supplier within the margin of purchase preference matches the L1 price; the contract may be awarded to the L1 bidder.
- v) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.

(E) Applicability in tenders where contract is to be awarded to multiple bidders :

- i) In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the class-I local supplier shall get purchase preference over class-II local supplier as well as non-local supplier as per following procedure.
- ii) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal ministry, only class-I local suppliers shall be eligible to bid.

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As, such the multiple suppliers, who would be awarded the contract, should be all and only class-I local suppliers.

- iii) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- a) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- b) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

(F) DEFINITIONS:

- i) **'Local Content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'class-I local supplier'.
- iii) **'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'class-II local supplier' but less than that prescribed for Class-I local supplier.
- iv) **'Non-Local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'class-II local supplier'.

(G) Definitions, margin of preference and all other terms as per Ministry of Commerce and Industry, Department of promotion of Industry and Internal trade (Public procurement section) office order No. P-45021/2/2017-PP (BE-II) dated 16/09/2020.

- 24) The Purchaser reserves the right to reject any tender without assigning any reason and the order for less than the enquired quantity.

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25) FORCE MAJEURE:

Force majeure is an event beyond the control of supplier/contractor and not involving the suppliers/contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/contractor either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which UCIL may deem fit to consider so. The decision about force majeure shall rest with UCIL which shall be final and binding. Force Majeure clause has to be compulsorily embedded in the order. If there is delay in performance or other failures by the supplier/contractor to perform obligations under its contract due to event of a Force Majeure, the supplier/contractor shall not be held responsible for such delays/failures. If a Force Majeure situation arises, the supplier/contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding sixty days, UCIL may at its option terminate the contract without any financial repercussion on either side.

26) DISPUTE RESOLUTION MECHANISM AND JURISDICTION:

I . CONCILIATION:

Notwithstanding anything contained in this contract, any disputes or differences whatsoever, which are to be settled amicably between the parties with their authorized representatives, shall be resolved through conciliation.

ii.MEDIATION:

Any disputes or differences, which are not settled amicably through conciliation, then either of the parties, may approach for Mediation to settle under Mediation Act, 2023. The procedure is to be followed as prescribed in the Mediation Act, 2023 amended from time to time

iii.AMRCD

Any disputes or differences between the parties are not settled amicably with conciliation and/or Mediation, then such disputes or differences shall be resolved through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

Any disputes or differences relating to interpretation and application of the provisions of commercial contracts) between Central Public Sector Enterprises (CPSEs) / Port Trusts, inter-se and also between CPSE(s) and Government Departments) / Organizations) shall be taken by either party for its resolution through AMRCD.

iv.ARBITRATION:

Any disputes or differences where clause no. iii is not applicable, the parties may go for arbitration as per the provisions of Arbitration & conciliation Act, 1996 provided the disputes is restricted to less than Rs. 10 cr. (Ten Crores). This amount is with reference to the value of the dispute and not the value of the contract which may be much higher. In all other cases, arbitration shall not be a method of dispute resolution arising out of this contract.

V JURISDICTION:

If the matter is not resolved through above means, the dispute shall be resolved in civil court of law at Jharkhand only.

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27.CANCELLATION OF ORDER: It will be your Endeavour to execute the purchase order to our satisfaction. In case of your failure to do so, the order is liable to be cancelled.

28.Method of black listing vendors

- I. Any failure by the vendor/contractor to supply/execute the contract as per order may result in black listing vendor/contractor name from approved while periodical review / updating of vendor list. The black listed vendor/ contractor shall not be considered for a period of one year from the date of black listing. However competent authority can revoke any black list subject to adequate justification for the same.
- II. Further the competent authority can blacklist the bidder, if the bidder changes terms & conditions of prices or withdrawal his quotation subsequent to the date of opening.
- III. Further, the vendor shall be banned from doing any business with the company in case of:
 - a) If security considerations including question of loyalty to the state so warrant.
 - b) If the proprietor of the firm, its partner or representatives is convicted by a court of law following prosecution for offences relating to business dealings.
 - c) If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.

29) Contact details:

a) For any clarifications in Purchase order terms, kindly contact Purchase department **S.K Barman** -DGM(purchase)/ **Mr.M.Venkata Narendra** Supdt (IE/P) @ Phone No. **08588 294404** (or) e-mail ID:- **skbarman@uraniumcorp.in.** & **mvenkata.narendra@uraniumcorp.in**

b) For payment related details, kindly contact Accounts department **Mr. S.S Gupta** Addl.Manager Accounts @phone No: **08588-294464** E-mail ID:**ssgupta@ uraniumcorp.in**

c)For material receipt details, kindly contact stores department **Mr. Satish Chandra Bitra-** Control of Stores & Purchase @ phone no. 08588-294404 (or) e-mail ID: **tmpl-stores1@uraniumcorp.in**.

d) Suppliers should submit their company's RTGS details along with all your invoices for releasing payments in time.

30.Preference will be given to parties as per Govt. guidelines in vogue.

31. Uranium Corporation Of India Limited has reserves the right to modify any of the terms and conditions stipulated herein.

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32. Other Terms & conditions as in “Instructions to Tenderers & General conditions of contract” (enclosed) shall also apply.

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

- “Poor response” implies when less than three bids are found suitable on the basis of submitted eligible documents as per NIT.
- The additional documents should not be issued subsequent to last date of receipt of tender as mentioned in the NIT.
- The bidder submitting additional documents has submitted Bid Security Declaration and tender cost as prescribed in NIT

33. In the event of supply please provide the GST registration details along with invoice and raise the invoice as per the provision of GST Act. Information required under GST are furnished below :-

URANIUM CORPORATION OF INDIA LIMITED

P.O: M. C. Palle, Mandal: Vemula

District: YSR Kadapa District

Andhra Pradesh – 516349

Provisional ID: 37AAACU2207N1Z9

PAN: AAACU2207N

34.For Information to ALL MSME Vendors :-

As per Government guideline, It is mandatory for all CPSE, MSME Vendors to register them self on TReDS Portal. Details of contact persons, Phone No., Email Id is given below for TReDS registration.

Mr. Rudra Prasad Nag (Relationship Manager-EAST) : Mobile No. 8232988780

Email id – Rudra.Nag@invoicemart.com

All MSME vendors may avail the facilities of TReDS platform and settle their bills through TReDS.

(SK BARMAN)
DGM[Purchase & Stores]