

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-01-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-01-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Pmo
विभाग का नाम/Department Name	Department Of Atomic Energy
संगठन का नाम/Organisation Name	Uranium Corporation Of India Limited
कार्यालय का नाम/Office Name	Jaduguda
कुल मात्रा/Total Quantity	17500
वस्तु श्रेणी /Item Category	Sulphuric Acid (Technical Grade percent by mas min. 98% concentration) confirming to IS: 266-1993 (L
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Sulphuric Acid (Technical Grade percent by mas min. 98% concentration) confirming to IS: 266-1993 (Latest Version). It should be free from sludge or any suspended impurity.
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Sulphuric Acid (V2) Conforming to IS 266</li> </ul>
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	571 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	1904 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	30 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	1904164

**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	18

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

Uranium Corporation of India Limited.

Purchase department Group-2, Uranium Corporation of India Limited, P.O.Jaduguda Mines, East Singhbhum, Jharkhand -832102.  
(Jaduguda)

**विभाजन/Splitting**

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	SPLITTING OF ORDER: Above number is indicative. However following clause shall prevail during splitting: a) Considering smooth supply of this critical material, efforts will be made to keep at least two source of supply and try to distribute the bid quantity in the ratio 70% : 30% among the participated bidders based on their merit in hierarchy and subject to matching their quoted rate with L1 bidders rate. However their base price should not be increased. Matching should be done by adjusting their quoted freight charges only. However, MSE/MII rule shall prevail over the said splitting clause and subsequent to price bid opening and during the time of splitting of order quantity, options allowed by Gem Portal for splitting of quantity shall be applicable and binding to the participated bidders. b) In case none of the bidders has matched their quoted rate with L1 bidders rate, then entire quantity may be awarded to L1 bidder only.

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
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मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the

completed financial years after the date of constitution shall be taken into account for this criteria.

6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

7. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

8. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

9. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

10. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

11. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

**एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :**

**Sulphuric Acid (Technical Grade Percent By Mas Min. 98% Concentration) Confirming To IS: 266-1993 (L ( 17500 metric tonne )**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

क्या मूल्य भिन्नता लागू है?/Whether Price variation applicable?	मूल्य परिवर्तन खंड(पीवीसी) /Price Variation Clause	मूल्य भिन्नता खंड दस्तावेज़/Price variation clause document
Yes	As per Annexure - 'X' attached.	<a href="#">055bbb5ca9851d07d0be6faee20c2bf f.pdf</a>

**तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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**प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	9000	365
2	Sheikh Mohammed Shamim	832107,UCIL TURAMDIH STORE UCIL TURAMDIH MINES , PO-SUNDARNAGER , DIST-EAST SINGHBHUM,JAMSHEDPUR JHARKHAND Ph no : 8789648210	8500	365

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions****1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

## 2. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

## 3. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

## 4. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

## 5. **Inspection**

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:  
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

Not Required

Post Receipt Inspection at consignee site before acceptance of stores:  
Inspection at UCIL site will be final

## 6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

URANIUM CORPORATION OF INDIA LIMITED  
payable at  
State Bank of India Jaduguda/Jamshedpur

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 7. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

URANIUM CORPORATION OF INDIA LIMITED  
payable at  
State Bank of India Jaduguda/Jamshedpur

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **Additional terms & conditions.**

- 1) Bidders shall submit their offer strictly as per specification and Scope given in the bid, Bidders shall also comply additional specification (if any) given in the bid, failing which offer will liable to be rejected. Conditional offer will also liable to be rejected.
- 2) **Related Party Clause:** Subsequent to bid opening, if it is found that bids submitted by related parties in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has ability to control the other party or exercise significant influence over the other party in

making financial and / or operating decision.

- 3) **Pre Contract Integrity Pact:** As per format enclosed.
- 4) **Any document required during submission of bid wherever mentioned in the bid &/or after placement of P.O (EMD/SD/SAMPLE (if required)), shall be sent to the proper address as mentioned in the bid/P.O. only.**
- 5) **Earnest Money deposit:** Bidders who are not exempted for EMD as per GEM exemption rule has to upload scanned copy of EMD document and hard copy of the same must reach to UCIL Purchase dept within 05 days of bid end date in a sealed envelope super scribing GeM Bid no. and Bid End Date to the following address, **Failing which offer shall not be considered.:**

**DGM Purchase, Purchase department, Uranium Corporation of India Limited, P. O.Jaduguda Mines, East Singhbhum, Jharkhand -832102.**

- 6) **DISPUTE RESOLUTION MECHANISM AND JURISDICTION:**
  - a. **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.
  - b. **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.
  - c. **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 contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts, inter-se and also between CPSE(s) and Government Department(s) / Organization(s) shall be taken by either party for its resolution through AMRCD.
  - d. **ARBITRATION:** Any disputes or differences where clause no. (c) 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.
  - e. **JURISDICTION:** If the matter is not resolved through above means, the dispute shall be resolved in civil court of law at Jharkhand only.

**Note:**

- 1) Material is required to be supplied on FOR-destination basis duly unloaded & insured basis.
- 2) PUC certificate of Pollution Control, if applicable should be submitted along with the supply of materials.
- 3) **SIMILAR CATEGORY HAS BEEN DEFINED FOR TECHNO-COMMERCIAL EVALUATION OF PQC SIMILAR CATEGORY OF ITEM ARE "MANUFACTURER OF SULPHURIC ACID"**
- 4) **The bidder shall clearly indicate HSN Code and GST percentage as per below format in "Buyer Added Bid Specific ATC"**

**SPECIFIC TERMS & CONDITIONS .**

- 1) **SCOPE OF SUPPLY:** Supply of Sulphuric Acid (Technical Grade – percent by mass min.98% concentration) conforming to IS-266-1993 (Latest revision). It should be free from sludge or any suspend

ed impurity. The material will be supplied at UCIL site Jaduguda & Turamdih on duly unloaded and insured basis. JADUGUDA Mill is 25 Km from Tatanagar Rly. Station & TURAMDIH Mill is 6 Km from Tatanagar Rly. Station.

- 2) **QUANTITY:** 17500 MT for one year (9000 MT for Jaduguda Mill and 8500 MT for Turamdih Mill). Order quantity may however vary. Entire tendered quantity may not be finalised on one party and as such your offer should be valid for part quantity also.

- 3) **TENURE OF CONTRACT:** One year from the date of Purchase order. UCIL may at any time short close the Purchase order / contract or any part thereof by giving 7 days notice in writing or by e-mail to the supplier. UCIL will not be liable to the supplier for any damage or loss caused due to the short closure of the Purchase order / contract. However UCIL's decision in this regard shall be final & binding.

- 4) **SPLITTING OF ORDER:**

a) Considering smooth supply of this critical material, efforts will be made to keep at least two source of supply and try to distribute the bid quantity in the ratio **70% : 30%** among the participated bidders based on their merit in hierarchy and subject to matching their quoted rate with L1 bidders rate. However their base price should not be increased. Matching should be done by adjusting their quoted freight charges only.

**However, MSE/MII rule shall prevail over the said splitting clause and subsequent to price bid opening and during the time of splitting of order quantity, options allowed by Gem Portal for splitting of quantity shall be applicable and binding to the participated bidders.**

b) In case none of the bidders has matched their quoted rate with L1 bidders rate, then entire quantity may be awarded to L1 bidder only.

- 5) **PAST PERFORMANCE:** If past performance on supply of Sulphuric Acid of any bidder at Uranium Corporation of India Limited is not satisfactory then their offer may not be considered for Price bid opening.

- 6) **TENTATIVE DELIVERY SCHEDULE:**

**FOR JADUGUDA :** 800- 900 MT per month. ( 200 to 225 MT per week) LD will be applicable on monthly shortfall quantity.

**FOR TURAMDIH:** 700-750 MT per month ( 175 to 190 MT per week) LD will be applicable on monthly shortfall quantity.

**Splitting of quantity between bidders shall be as per clause no.8 above.**

**However delivery schedule given under clause no.06 will be tentative delivery schedule, same will be vary based on written intimation by Nodal officer, HOD(Stores),UCIL considering stock position & consumption pattern. Deduction of L.D will be considered based on clause no.06 as well as e-mail / written intimation of HOD(Stores)UCIL. In case of any contradiction, intimation given by HOD(Stores)UCIL shall prevail. Hence in the event of change in delivery schedule due to stock position as intimated to the party by HOD(Stores)UCIL, no formal amendment will be required.**

- 7) **PRICE TERMS:** FOR-Destination, duly unloaded and insured basis.

- 8) **PRICE:** Basic price & Freight charges should be same for both Jaduguda and Turamdih. Price will be adjustable both ways as per Price Variation Clause as detailed hereunder. Taxes, duties and other govt. levies if any will be ruling as per govt. circular/notification. Other price if any will remain firm.

- 9) a) **Price Variation Clause:**

i) Basic price of Sulphuric Acid during the time of despatch will be adjusted on account of changes (increase / decrease) in Sulphur price of IOCL Haldia refinery of preceding month.

ii) Sulphuric Acid price during the time of supply =

Basic quoted price of Sulphuric Acid +  $\frac{1}{3}$  (Increase / decrease of Sulphur price of preceding month of supply).

iii) Increase / decrease of Sulphur Price = Difference between Sulphur price of preceding month at the time of supply and Sulphur price on the date of publication of tender in GeM portal.

**Example ( only indicative for simplification of understanding of PVC formula)**

Say, Basic quoted price of Sulphuric Acid is = Rs.7000/- per MT.

Sulphur price of IOCL Haldia refinery on the date of publication

of tender = Rs.10,000/- per MT.

Sulphur price of IOCL Haldia refinery of preceding month of

Supply = Rs.12000/- per MT.

So, Basic price of Sulphuric Acid at the time of supply =

$\text{Rs.7000/-} + \frac{1}{3} (\text{Rs.12000} - \text{Rs.10000/-})$

$= \text{Rs.7000/-} + \text{Rs.666.67}$

$= \text{Rs.7666.67 per MT.}$

iv) Bidder shall submit Sulphur price of IOCL, Haldia refinery on the date of publication of tender and subsequent Sulphur price of each month to be submitted along with supply for claim of price variation.

v) In case of any unforeseen situations arises in future regarding non availability of Sulphur price of IOCL, Haldia Refinery, in that case supply will be continued based on Last supplied price calculated on available Sulphur price of IOCL, Haldia of preceding month till availability of the same from IOCL, Haldia. Non availability of Sulphur price may be verified by UCIL from IOCL, Haldia. However apart from this if any inconclusive situation arises in future regarding PVC, same may be settled down on mutually agreed terms and conditions.

**b) Price Variation Clause on Transportation:**

The revision of rate shall be considered only on account of change in Diesel Price as per following formula given below:

$\text{PR} = \text{PO} (0.75 + 0.25 \text{ FR/FO})$

PR = Revised freight after enhancement in Diesel price.

PO = Old freight (prior to hike in Diesel price)

FR = Revised retail price of HSD oil at the place of dispatch.

FO = Old retail price of HSD Oil at the place of despatch prior to increase per Ltr. i.e. price of HSD on the date of publication of tender..

However freight rates will be revised only when cumulative change in the HSD price Exceeds Rs. 1/- (Rupees one only) per liter with respect to basic rate.

Please indicate per liter diesel price at the place of dispatch of material on the date of publication of tender. Scan copy of Diesel rate shall be submitted on the date of publication of tender from the place of dispatch. Also intimate us in case of upward & downward change in diesel price.

**PVC will be applicable as mentioned in tender. However during the supply of Sulphuric acid whatever L1 price (Lowest landed price) will be arrived among the suppliers to whom order/s have / has been awarded shall be considered for making payment against the supplied material irrespective of price indicated in the supplier's invoice. This is binding to all the bidders.**

- 10) PRICE BREAK-UP:** Party must submit price only as per price format (Annexure-3), failing which offer may not be considered. Before submission of offer bidder must ensure to submit the basic price for material and freight charges as per given price format, failing which price variation clause of tender document may not be feasible. In such circumstances UCIL's decision for award of order considering available option / alternative will be final and binding on the participated bidders.
- 11) PRO-RATA PENALTY:** Sulphuric Acid supplied should have min. 98% concentration (Wt / wt). For supply having less than 98% concentration and up to 97% concentration, single pro-rata deduction will be effected. If more than 10% of supply in a month is found to be below 98% concentration, Corporation reserves the right to cancel the order. Below 97% concentration, material shall be rejected.
- 12) TEST CERTIFICATE:** Vendor has to submit test certificate from NABL accredited laboratory of material along with each batch of supplies on all the parameters as per IS 266:1993 latest revision for technical grade.
- 13) INSPECTION :** Sampling of each consignment shall be done at UCIL end and shall be analyzed in house for concentration of Sulphuric Acid (% H<sub>2</sub>SO<sub>4</sub>). UCIL's analysis report shall be treated as final and binding on both parties. If required, any consignment may be checked for other impurities as per IS-266-1993 (latest revision).
- 14) PAYMENT TERMS:** Our standard payment term is "Within 30 days from the date of receipt of material at our Stores and acceptance thereof". No other payment term is acceptable.
- 15) LIQUIDATED DAMAGE (LD):** As per GeM GTC.

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

#### **A. Delay attributable to UCIL / Force majeure**

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

#### **B. Delay attributable to Supplier / Contractor**

LD	Applicable
Taxes & Duties	Increase / fresh imposition of taxes and duties during the extended period will be to the account of the supplier/contractor.  Any decrease in taxes and duties during the extended period will be availed by UCIL

Price Variation	<p>Price variation, if indicated in the contract will be applicable for the work performed within the scheduled period of contract.</p> <p>For work executed during the extended delivery period, the rates as prevailing on the last day of the scheduled contract period only may be paid. De-escalation / reduction, if any, which takes place, shall have to be passed on to UCIL</p>
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**16) NEGLIGENCE, DEFAULT AND RISK PURCHASE.**

- I. If the supplier fails to execute the work with due diligence or expedition or will refuse or neglect to comply with any order given to him in writing by UCIL in the order, UCIL may give notice in writing to the supplier calling upon him to make good the failure, neglect or contravention within such time as may be deemed reasonable and in default of the compliance with the said notice, UCIL without prejudice to its rights under the order, may rescind or cancel the order holding the supplier liable for the damages that UCIL may sustain in this regard.
- II. Should the supplier fail to comply with such notice within a period of 15 (fifteen) days from the date of serving thereof, UCIL will have the option and will be at liberty to complete the supplies at the Risk & cost of supplier by taking out part of the supplies from supplier's scope / terminating the order and awarding it to alternate agencies. This will be without prejudice to UCIL's rights under other clauses of this order.
- III. UCIL will have right to recover all expenses, costs and charges incurred in completion of the supplies by deducting any money due or which may become due to the supplier or by revoking the Bank Guarantees.
- IV. In case, Risk Purchase is to be taken against an order, the LD will be applicable on the total contract price i.e. without excluding the price of the work / supply for which Risk Purchase has been undertaken.

**17) SAFETY:** Party shall monitor that the transporter of Sulphuric acid will abide the safety norms viz;

- a) Display of content on the tanker
- b) Display of TREM (TRANSPORT EMERGENCY) Card (Road).
- c) Wearing of shoes, apron & gloves by 'Khalasi' while unloading the tanker at UCIL site.
- d) Maintain 'Hazardous Chemical Rule 2000' during the time of transportation.
- e) Properly trained person should handle the acid unloading at site.
- f) The person engaged (Driver & helper in the transportation of Sulphuric acid in tankers shall be provided with necessary personal protective equipment in good condition which includes at least two sets of full body acid proof apron with hood, atleast two sets of acid proof hand gloves, safety shoes / Gumboots, Eye goggles, etc. for driver & helper for the safety during transit. The quality of the same shall be inspected at our end before allowing the Tanker for unloaded inside plant premises. The Tankers which do not carry such type of safety measures shall not be allowed for unloading at all.

**18) REPORTING TIME: Tankers reporting by 8.00 AM are likely to be unloaded on the same day barring unforeseen circumstances. Tankers cannot be unloaded on SUNDAYS and NATIONAL HOLIDAYS. However, in case of emergency tankers may be unloaded on Sundays and National holidays.**

- 19) **Detention charges: No detention charges is payable.**
- 20) **Hazardous Chemical: The bidder shall comply with the updated “Hazardous Chemical Rule 2000” during the supply / transport of the material.**
- 21) **PUC certificate of Pollution Control, if applicable should be submitted alongwith supply of materials.**
- 22) **COMPLIANCE OF RULES & REGULATIONS:** All transportation will be done by vehicles having valid permits and other documents as prescribed in the MVI Act and by other competent authorities. Infraction of these shall be solely at tenderer's risk, cost and responsibility and UCIL shall not be held liable in any manner whatsoever. Transporter will be responsible for carrying with the goods, all documents required by various authorities including check-post formalities.
- 23) **SECURITY RULES & REGULATIONS AND ENTRY PASSES:** Transporter 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 transporter will have to submit the details of the persons to be employed for this work within two days of award of work. The transporter 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. Transporter will make necessary Entry Passes from concerned officials of CISF Unit, UCIL sufficiently in advance.
- 24) **LOSSES CAUSED TO US:** All losses caused to us due to total non-delivery, short delivery or damage of goods shall be made good by Supplier. Any damage of assets or any accident occurs at UCIL's premises by your vehicles shall also be made good by you. Any insurance coverage required to cover loss of material and damage to property and personnel shall be taken by you at your cost.
- 25) **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.
- 26) **PREFERENCE:** Preference will be applicable as per Govt. guidelines in vogue. Parties claiming preference shall submit supporting documents along with their offer.
- 27) **RTGS DETAILS:** Bidders who are not registered with UCIL for RTGS payment should provide bank details, scan copy of Pan Card and GSTIN number & copy of cancelled cheque leaf along with techno-commercial part for RTGS registration only.
- 28) **The final acceptance of the tender rests with UCIL, who reserves itself the right to reject any or all tenders without assigning any reason.**
- 29) **UNDERTAKING :** Undertaking not to give any gift / inducement in connection with securing any favour in dealing with UCIL as per enclosed format.
- 30) **DEVIATION OF ORDER QUANTITY:** Up to 10% variations in the execution of purchase order of the total order value for sanctioned order value is allowed without issue of amendment / revision in the purchase order.
- 31) **WEIGHTMENT:** Any shortage in excess of 1% will be compensated by party.
- 32) **INSURANCE:** Transit insurance should cover all risks upto the destination. Insurance will be arranged by the supplier.
- 33) **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.
- 34) **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.

35) **INSTRUCTION FOR THE BIDDERS:**

- A. The bidder shall fill the Price Breakup of unit rate in the given sheet (Annexure- 'P') as given with GEM bid. Then bidder shall take printout & after signing this hard copy duly filled, upload its scan copy as financial bid document for Price Breakup submission of unit rate in financial bid of GEM portal only.(Not to be uploaded in technical bid).**
- B. The bidder shall quote the same total landed cost per unit as quoted in column 'M' of the given sheet(Annexure-'P') for quoting unit price of item in GeM. Party must ensure [Rate quoted in ColumnM = Rate quoted in (ColumnF + ColumnH + ColumnI + ColumnL) ] while filling up Annexure - 'P'**
- C. Filled up Price break-up sheet (given as Annexure-'P') shall not be submitted / uploaded in the Technical bid of the GEM portal.**

9. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## **अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any

Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला

सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**