

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-06-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-06-2025 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Pmo
Department Name/विभाग का नाम	Department Of Atomic Energy
Organisation Name/संगठन का नाम	Uranium Corporation Of India Limited
Office Name/कार्यालय का नाम	Jaduguda
क्रेता ईमेल/Buyer Email	jadpur2@ucil.gov.in
Total Quantity/कुल मात्रा	720
Item Category/मद केटेगरी	High Chrome steel Grinding Ball 40 mm Dia details technical specification as per Annexure-A attach.
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	High Chrome steel Grinding Ball 40 mm Dia details technical specification as per Annexure-A attached.
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Grinding Media Balls as per IS 6079
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Grinding Media Balls as per IS 6079
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	212 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	706 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	30 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	70600000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	706000

ePBG Detail/ईपीबीजी विवरण

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

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी 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।

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

Beneficiary/लाभार्थी :

URANIUM CORPORATION OF INDIA LIMITED

UCIL. PO : Jaduguda Mines Dist. : East Singhbhum Jharkhand Pin 832102

(Jaduguda)

Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2
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, MSE/MII and Gem splitting rules 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.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the

offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

High Chrome Steel Grinding Ball 40 Mm Dia Details Technical Specification As Per Annexure-A Attach. (720 metric tonne)

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

Whether Price variation applicable?	Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी)	Price variation clause document
Yes	As per enclosed Annexure-X	9bd34b330a92810d661a42c33465d7c7.pdf

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में)
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में)		
1	Sheikh Mohammed Shamim	832107,UCIL TURAMDIH STORE UCIL TURAMDIH MINES , PO-SUNDARNAGER , DIST-EAST SINGHBHUM,JAMSHEDPUR JHARKHAND Ph no : 8789648210	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए
			60	1	30
			60	35	60
			60	65	90
			60	95	120
			60	125	150
			60	155	180
			60	185	210
			60	215	240
			60	245	270
			60	275	300
			60	305	330
			60	335	360

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

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. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

7. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

8. **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.

9. **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.

10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Additional terms & conditions.

- 1) **Scope of Supply:** Supply of High Chrome Steel Grinding Ball, Size 40 mm diameter as per technical specification on free delivery & duly unloaded basis at our Turamdih stores which is located approx. 06 KM from Tatanagar Railway station. In case of emergency, truck loaded consignment materi

al shall be diverted to unload at Jaduguda Plant which is approx. 25 KM from Tatanagar Railway Station without any financial implication. Such information of diversion shall be intimated to the party by HOD (Stores) in mail at least seven days before the diversion of the specific lot. No amendment will be given for such diversion.

- 2) 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.
- 3) **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.
- 4) **Pre Contract Integrity Pact:**As per format enclosed.
- 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 be sent within 05 days of bid end date **through speed post** to the following address:

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

6) **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 bidder's rate.

However, MSE/MII and Gem splitting rules 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 bidder's rate, then entire quantity may be awarded to L1 bidder only.

7) **PENALTY :**

In Analysis report, if hardness and Chromium results are below the specified limit then UCIL may accept the consignment with imposing penalty. It may be noted that for the purpose of calculation of penalty, decimal below 0.50 shall be rounded to the previous lower whole number, 0.5 and above shall be rounded to next higher whole number, e.g. up to 10.49% will be considered as 10% & 10.5% or above will be considered as 11%.

i. Penalty on Chrome

- a) If Chromium is 15% - Penalty of 5% of the basic cost of supplied material in that lot shall be deducted.
- b) If Chromium is 14% - Penalty of 10% of the basic cost of supplied material in that lot shall be deducted.

ii. Penalty on Hardness:

- a) If hardness is below 590 BHN up to 550 BHN – Penalty of 2% of the basic cost of supplied material in that lot shall be deducted.

Note: Material will be rejected if hardness & chromium content are below 550 BHN and 14% respectively.

- 8) Allowable Weight variation tolerance limit of +/-2% for the purpose of LD and completion of order.
- 9) Material will be tested in UCIL lab. Chemical analysis of Grinding Ball shall be carried as per IS: 2258 (Part 6). 1987 (Reaffirmed 2002). The UCIL lab test result is final and binding.
- 10) **DELIVERY SCHEDULE:**As mentioned in bid document. However delivery quantity in each lot may

vary by $\pm 10\%$.

11) Material will be inspected after its receipt in our stores and analysis report of UCIL shall be full and final binding on the party

12) **DEVIATION OF ORDER QUANTITY:** Up to $\pm 10\%$ 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.

13) **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.

14) **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 of the goods as deemed.

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	Price variation, if indicated in the contract will be applicable for the work performed within the scheduled period of contract. 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

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) **PAST PERFORMANCE:** The party who has failed to execute the supply of material against any P.O. issued by UCIL in the current and last 5 financial year will be liable for rejection in the techno commercial evaluation and their price bid shall not be opened.
 - 18) If the supplied Grinding Media material is rejected by UCIL, due to the quality criteria, rejected material should be taken back/away by the supplier within 30 days from the date of discrepancy report generated. And from 31st day, supplier cannot claim for loss/damage of material from UCIL.
 - 19) Bidder may kindly go through the technical specification, delivery schedule thoroughly/clearly for bidding. After awarding of Contract bidder shouldn't mention "that they aren't aware of technical specification/delivery schedule or any other details mentioned in the bidding."

20) **PRICE VARIATION CLAUSE (PVC)**

The ordered rates for the month of supply may be subjected to price variation based on variation in WPI index of main inputs like Melting scrap (in this case WPI of Mild Steel-semi finished steel) and WPI of Ferrochrome. Revision of prices based on change in index of Ferrochrome and Mild steel-semi Finished Steel pertaining to the supplied quantity during the contract period, the following price variation clause will be applied.

Revised rate for the supply month (P1) = Awarded basic rate (P) + Changes due to escalation /de-escalation in Mild Steel - Semi finished steel (a) + Changes due to escalation /de-escalation in Ferrochrome (b).

$$\text{i.e. } P1 = P + \left[\{Px (S1-S) / S\} \times 0.65 \right] + \left[\{Px (F1-F) / F\} \times 0.15 \right]$$

Where,

(a)= Price escalation /de-escalation on Mild steel - Semi Finished Steel in Rs. per MT = {Awarded basic rate in Rs. per MT x (S1-S) / S} x 0.65

(b)= Price escalation /de-escalation on Ferrochrome in Rs. per MT = {Awarded basic rate in Rs. per MT x (F1-F) / F} x 0.15

Ø **S** = Average of wholesale Price Index (WPI) of Mild Steel- Semi Finished Steel as published in the office of Economic Adviser in three months prior to the month of tender submission.

For Example: If tender is submitted by the bidder in the month of Jan'25, then average WPI of Mild

d Steel- Semi Finished Steel of preceding 3 months i.e. average WPI of Mild Steel- Semi Finished Steel of Oct'24, Nov'24 & Dec-2024 will be considered.

Ø **S1** = Average of wholesale Price Index (WPI) of Mild Steel- Semi Finished Steel as published in the office of Economic Adviser in three months prior to the month of material receipt at UCIL store.

For Example: If material is supplied in the month of Aug-2025 then average WPI of Mild Steel- Semi Finished Steel of preceding 3 months i.e. average WPI of Mild Steel- Semi Finished Steel of May'25, Jun'25 & July-2025 will be considered for calculation & so on.

Ø **F** = Average of wholesale Price Index (WPI) of Ferrochrome as published in the office of Economic Adviser in three months prior to the month of tender submission.

For Example: If tender is submitted by the bidder in the month of Jan'25, then average WPI of Ferrochrome of preceding 3 months i.e. average WPI of Ferrochrome of Oct'24, Nov'24 & Dec-2024 will be considered.

Ø **F1** = Average of wholesale Price Index (WPI) of Ferrochrome as published in the office of Economic Adviser in three months prior to the month of receipt at UCIL store.

For Example: If material is supplied in the month of Aug-2025 then average WPI of Ferrochrome of preceding 3 months i.e. average WPI of Ferrochrome of May'25, Jun'25 & July-2025 will be considered for calculation & so on.

For Example:

If tender is submitted by the bidder in the month of Jan'25, then Average whole sale price index of Mild steel - Semi Finished Steel & Ferrochrome for the month of Oct'24, Nov'24 & Dec-2024 will be considered as per the calculation mentioned below:

$S = \text{Average WPI of Mild steel - Semi Finished Steel} = (\text{Oct'24, Nov'24 \& Dec-2024}) / 3 = (118 + 117.7 + 116.9) / 3 = 352.6 / 3 = \mathbf{117.53}$

$F = \text{Average WPI of Ferrochrome} = (\text{Oct'24, Nov'24 \& Dec-2024}) / 3 = (176.5 + 174.2 + 175.1) / 3 = 525.8 / 3 = \mathbf{175.2}$

a) At the time of supply, average quarterly whole sale price index of Mild steel-semi Finished Steel and Ferrochrome will be say **S1= 118.8 and F1= 179.8.**

b) Price of High chrome steel grinding ball at the time of offer is say

P= Rs. 100/- per MT.

So,

Price of High chrome steel grinding ball at the time of supply

$$\begin{aligned} &= P_1 = P + [\{ P \times (S_1 - S) / S \} \times 0.65] + [\{ P \times (F_1 - F) / F \} \times 0.15] \\ &= 100 + [\{ 100 \times (118.8 - 117.53) / 117.53 \} \times 0.65] + [\{ 100 \times (179.8 - 175.26) / 175.26 \} \times 0.15] \\ &= 100 + [\{ 100 \times (1.27) / 117.53 \} \times 0.65] + [\{ 100 \times (4.54) / 175.26 \} \times 0.15] \\ &= 100 + [100 \times 0.01080 \times 0.65] + [100 \times 0.02590 \times 0.15] \\ &= 100 + [0.702] + [0.38856] \\ &= 100 + [1.09056] \\ &= 101.09056 \text{ per MT.} \\ &= 101.1 \text{ per MT} \end{aligned}$$

In case of any unforeseen situations arises in future regarding non availability or delisted of Mild steel-semi Finished Steel and/or Ferrochrome in wholesale index price of economic advisor, in that case supply will be continues based on last supplied price calculated from website of WPI Index price of economic advisor on preceding month till availability of the same on website of wholesale index price of economic advisor. Non-availability of wholesale index price of Mild steel-semi Finished Steel and/or Ferrochrome may be verified by UCIL. However apart from this if any inconclusive situation arises in future regarding PVC, same may be settled down on mutual agreed terms and conditions.

21) **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.

- 22) 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 through speed post only to the proper address as mentioned in the bid/P.O. only.

Note:

- 1) Material is required to be supplied on FOR-destination basis duly unloaded & insured basis.
- 2) As staggered delivery schedule clause given in the bid document, hence offline calculation of LD will

be done by Paying authority during the time of making payment to the supplier

- 3) PUC certificate of Pollution Control, if applicable should be submitted along with the supply of materials.

4) SIMILAR CATEGORY HAS BEEN DEFINED FOR TECHNO-COMMERCIAL EVALUATION OF PQC.

SIMILAR CATEGORY OF ITEM ARE "SUPPLY OF GRINDING BALL MEDIA "

Disclaimer/अस्वीकरण

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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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./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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---