



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/4502544 Dated/दिनांक : 31-01-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-02-2024 15:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	26-02-2024 15:30:00	
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	
Total Quantity/कुल मात्रा	27000	
Item Category/मद केटेगरी	Burnt Lime as per technical specification attached. (Q3)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	600 Lakh (s)	
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	2000 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	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छ्ट/ 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, Additional Doc 1 (Requested in ATC) *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	
Past Performance/विगत प्रदर्शन	30 %	

Bid Details/बिड विवरण		
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड 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 preregistered with GeM)	No	
Estimated Bid Value/अनुमानित बिड मूल्य	20000000	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Financial Document Required/वितीय दस्तावेज की आवश्यकता है।	Yes	

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	2000000

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:

MANAGER ACCOUNTS

Uranium Corporation of India Ltd. PO: Jaduguda Mines Dist.: East Singhbhum Jharkhand Pin 832102 (Uranium Corporation Of India Limited)

Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	3
Split Criteria based on which quantity will be distributed	SPLITTING OF ORDER: Considering smooth supply of this critical material, efforts will be made to keep at least three source of supply and try to distribute the bid quantity in the ratio 50%, 30% and 20% 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. Other condition is mentioned in Specific Terms & Conditions.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
Mill Pulchase Preference/एमआइआई खराद वरायता	res

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 {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts 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 to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 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. 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 / Public Listed Company. 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.

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

Please download the Unit Price Break-up Excel Format and Fill Unit Price and Upload its signed PDF - 1706681263.xlsx

Burnt Lime As Per Technical Specification Attached. (27000 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?	Pr ic e v ar ia ti o n cl a u s e d o c u m e nt

<u>6</u> <u>e</u> 1 <u>6</u> 3 <u>b</u> <u>b</u> <u>b</u> <u>a</u> <u>d</u> <u>C</u> 8 <u>2</u> <u>5</u> 8 0 4 <u>3f</u> <u>b</u> <u>5</u> <u>7</u> <u>b</u> 2 8 <u>e</u> 0f <u>C</u> <u>a</u> e. р

PRICE VARIATION CLAUSE: a) PVC on material cost: i) Price of Burnt Lime will be adjusted on account of changes (increase / decrease) in the cost of Pet coke of M/s Reliance Industries Ltd. / Coking coal of M/s Coal India Ltd. or its subsidiary used by the manufacturer for making the supplied material subject to submission of documentary proof. Documentary proof for these changes shall be copy of invoice cum challan of M/s. Reliance Industries Ltd. for Pet Coke and for coking coal, the invoice cum challan of Coal India Ltd. or its subsidiary. ii) Bidder shall submit a copy of Invoice cum challan of M/s. Reliance Industries Ltd. / M/s Coal India Ltd. or its subsidiary as documentary proof of pet coke price / coking coal price on the basis of which quotation has been submitted. The recent price of Reliance Industries Ltd. Pet coke / M/s Coal India Ltd. or its subsidiary Coking Coal on the date of bid publication shall be submitted by bidder with offer and shall be taken as a basis for PVC calculation. iii) Formula for adjustment of Burnt lime price at the time of supply. a) Basic quoted price of Burnt lime per MT(at the time of offer) + 1 / 4 (increase or decrease of price per MT of Pet coke or Coking coal). b) Increase / decrease of Pet coke or Coking coal price per MT :- (Pet coke price of M/s. Reliance Industries Ltd or Coking coal price of M/s. Coal India Ltd or its subsidiary at the time of dispatch of Burnt lime) - (Pet coke price per MT of M/s. Reliance Industries Ltd or Coking coal price per MT of M/s. Coal India Ltd or its subsidiary on the date of bid publication.) iv) PVC will not be applied if the change in price of pet coke / coking coal is less than 5% of the previous price. v) The change in the price of material will be applicable on supplies of material made after one week from the date of submission of document of increase / decrease. vi) You should submit once in every month a certificate that there is no downward revision of Pet coke / coking coal price than the billed rate. vii) In case of any unforeseen situations arises in future regarding non availability of Pet coke price of M/s Reliance Industries Ltd. / Coking coal of M/s Coal India Ltd. or its subsidiary, in that case supply will be continued based on last supplied price calculated on available Pet coke price of M/s Reliance Industries Ltd. / Coking coal of M/s Coal India Ltd. or its subsidiary of preceding month till availability of the same from of M/s Reliance Industries Ltd. / Coking coal of M/s Coal India Ltd. or its subsidiary. Non availability of Pet coke price may be verified by UCIL from M/s Reliance Industries Ltd. / Coking coal of M/s Coal India Ltd. or its subsidiary OR party may submit the non-availability of Pet Coke price from their source i.e M/s Reliance Industries Ltd. / M/s Coal India ltd. or its subsidiary from the authorized person. However apart from this if any inconclusive situation arises in future regarding PVC, same may be settled down on mutually agreed terms and conditions. FOR Example (only indicative for simplicity of understanding of PVC formula on material cost): Say, Basic guoted price of Burnt Lime is = Rs.4000/- per MT.....(A) Pet coke Price / Coking coal price for the month on the date of bid publication = Rs.10000/- per MT.(B) Pet coke price / Coking coal price of the month at the time of dispatch of Burnt lime = Rs,14000/- per MT.....(C) So, Basic price of Burnt lime at the time of dispatch(D): D = (C - B) / 4 + A = Rs. (14000/- - 10000/-) / 4 + Rs.4000/- = Rs.5000/- (Basic price per MT of material after applying PVC). b) PVC on transportation cost: i) PVC based on variation in price of diesel only will be payable as per the given formula Variation / ton = T X 0.3 X (P-Q)/Q Where, T = Transportation Cost i.e. Freight per MT. P = New Diesel Price as on date of invoice. Q = Base Diesel Price. Base Diesel Price: Shall mean the diesel price on the date of publishing of bid at place of dispatch. ii) Separate bill for claim of PV is to be submitted, if applicable on monthly basis. However, in case of reduction, the same shall be reduced in running progress bills. iii) PVC will not be applied if the change in price of diesel is less than Re.1.00 (Rupee one) per liter on base diesel price. Once PVC is paid, for subsequent PVC calculation, last adjusted price of diesel shall be considered as base diesel price for next calculation and so on. iv) Documentary evidence of HSD price on date and place of dispatch has to be Submitted along with claim of PVC and also with the offer as given in 6(b) (i). FOR Example (only indicative for simplicity of understanding of PVC formula on transportation cost): Say, quoted basic price of transportation is Rs.3000/- per MT...... (T) Diesel price per liter on the date of publishing of bid at place of dispatch = Rs.90/-....(Q) New Diesel price per liter as on date of Invoice at the place of dispatch = Rs.91/-(P) So, basic price of transportation per MT at the time of dispatch after applying PVC:- = $Rs.[3000/- \times 0.3 \times (91 - 90) / 90] + 3000/- = Rs.3010/-$ PVC will be applicable as mentioned above. However during the supply of Burnt lime whatever L1 price (Lowest landed price) will be arrived among the suppliers, shall be considered for making payment against the supplied material irrespective of price indicated in the supplier's invoice.

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>
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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/ਧਗ	number	of days from	ीवरी अनुसूची (In contract start होने की तारीख से में)		
			Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए		
			1250	1	30		
			1250	35	60		
		832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No: 9431139916	1250	65	90		
1	Supriyo Sarkar		1250	95	120		
			1250	125	150		
			1250	155	180		
			1250	185	210		
		1250			1250	215	240
				1250	245	270	
				1250	275	300	
			1250	305	330		
			1250	335	360		

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	number	•	contract start होने की तारीख से		
			Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए		
			1000	1	30		
		832107,UCIL TURAMDIH STORE UCIL TURAMDIH MINES , PO- SUNDARNAGER , DIST-EAST SINGHBHUM,JAMSHEDPUR JHARKHAND Ph no : 8789648210	1000	35	60		
			1000	65	90		
	Sheikh Mohammed		1000	95	120		
2	Shamim		1000	125	150		
			1000	155	180		
			1000	185	210		
			1000	215	240		
			1000	245	270		
					1000	275	300
			1000	305	330		
			1000	335	360		

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

1. Scope of Supply

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

2. 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 %.

3. 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

4. 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 Saller Premises (applicable only if pre-dispatch inspection clause)

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

5. 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.

6. 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.

7. 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.

8. 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.

9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS

- 1) **SCOPE OF SUPPLY:** Supply of Burnt Lime packed in 50 Kg air tight **HDPE** Bags at our Jaduguda and Turamdih site including loading, unloading, unpacking, discharging into the hopper and stacking of empty bags after making bundle. Removal of scrap/empty lime bags shall be under supplier's scope.
 - Jaduguda site is approx. 25 Kms from Tatanagar Railway station.
 - · Turamdih site is approx. 06 Kms from Tatanagar Railway station.
- 2) Bidders shall submit their offer strictly as per specification and Scope given in the bid, Bidders shall al so 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) QUANTITY: 27000 MT (15,000 MT for Jaduguda and 12,000 MT for Turamdih).

4) **DELIVERY SCHEDULE:**

For Jadugoda:

1125-1250 MT per month i.e. 280-315MT per week for all LOT Nos. 1 to 12 as mentioned in staggered delivery schedule.

For Turamdih:

900-1000 MT per month i.e. 225-250 MT per week for all LOT Nos. 1 to 12 as mentioned in staggered delivery schedule.

Delivery schedule may vary time to time depend upon stock position and consumption pattern. Diversion of material from one site to other may also be possible in case of urgent requirement of material, without any financial implication.

However delivery schedule may vary based on written intimation by Nodal officer, HOD(Store s), UCIL considering stock position & consumption pattern. Deduction of L.D will be considered based on clause no.04 as well as e-mail / written intimation of HOD(Stores)UCIL. In case of an y contradiction, intimation given by HOD(Stores)UCIL shall prevail. Hence in the event of chan ge in delivery schedule due to stock position as intimated to the party by HOD(Stores)UCIL, no formal amendment will be required.

- 5) **SPLITTING OF ORDER**: Considering smooth supply of this critical material, efforts will be made to k eep at least three source of supply and try to distribute the bid quantity in the ratio 50%, 30% and 20% among the participated bidders based on their merit in hierarchy and subject to matching their quo ted rate with L1 bidder's rate.
 - However, MSE/MII and Gem splitting rules shall prevail over the said splitting clause and su bsequent to price bid opening and during the time of splitting of order quantity, options all owed by Gem Portal for splitting of quantity shall be applicable and binding to the particip ated bidders.
- a) Subsequent to compliance of MSE/MII rules of splitting, if still we are having less than three bidders for a ward of contract then balance quantity of bid will be distributed among the any one or more remaining bidders subject to matching their quoted rate with L1 bidder's rate by them based on their merit in hie rarchy. For said balance quantity aforesaid distribution ratio may not be applicable.
- b) In case none of the bidders has matched their quoted rate with L1 bidder's rate, then entire quantity m ay be awarded to L1 bidder only.
- c) Subsequent to price bid opening, in case any discrepancy found in unit price quoted in the financial bid of Gem Portal w.r.t. total landed cost per unit filled in the column 'M' of <u>Annexure 'P'</u> of the price break up sheet, then UCIL shall calculate the price break up from the Unit price quoted in the financial bid on Gem Portal irrespective of whatever quoted by bidder in the Annexure 'P'.
- d) Order shall be placed on the break-up component of L1 bidder's offered rate for other bidders who will accept price match on Gem as per splitting clause conditions of Gem Bid.
- e) However, in case of any discrepancy in the splitting of the bid quantity after opening of price bid as well as price break-up submitted by the bidder as per Annexure-P, then UCIL's decision for award of Contract shall be final and binding upon all the participated bidders.

6) **PRICE VARIATION CLAUSE**:

a) PVC on material cost:

i) Price of Burnt Lime will be adjusted on account of changes (increase / decrease) in the cost of Pet coke of M/s Reliance Industries Ltd. /Coking coal of M/s Coal India Ltd. or its subsidiary used by the manufacturer for making the supplied material subject to submission of documentary proof.

Documentary proof for these changes shall be copy of invoice cum challan of M/s. Reliance Industries Ltd. f or Pet Coke and for coking coal, the invoice cum challan of Coal India Ltd. or its subsidiary.

ii) Bidder shall submit a copy of Invoice cum challan of M/s. Reliance Industries Ltd. / M/s Coal India Ltd. or its subsidiary as documentary proof of pet coke price / coking coal price on the basis of which quotation has been submitted. The recent price of Reliance Industries Ltd. Pet coke / M/s Coal India Ltd. or it s subsidiary. Coking Coal on the date of bid publication shall be submitted by bidder with offer and shall be taken as a basis for PVC calculation.

iii) Formula for adjustment of Burnt lime price at the time of supply:-

a) Basic quoted price of Burnt lime per MT(at the time of offer) + 1/4 (increase or decrease

- of price per MT of Pet coke or Coking coal).
- b) Increase / decrease of Pet coke or Coking coal price per MT: (Pet coke price of M/s. Reliance I ndustries Ltd **or** Coking coal price of M/s. Coal India Ltd or its subsidiary at the time of dispatc h of Burnt lime) (Pet coke price per MT of M/s. Reliance Industries Ltd **or** Coking coal price per MT of M/s. Coal India Ltd or its subsidiary on the date of bid publication.)
- iv) PVC will not be applied if the change in price of pet coke / coking coal is less than 5% of the previous price.
- v) The change in the price of material will be applicable on supplies of material made after one week from the date of submission of document of increase / decrease.
- vi) You should submit once in every month a certificate that there is no downward revision of Pet coke / co king coal price than the billed rate.
- vii) In case of any unforeseen situations arises in future regarding non availability of Pet coke price of M/s R eliance Industries Ltd. / Coking coal of M/s Coal India Ltd. or its subsidiary , in that case supply will be conti nued based on last supplied price calculated on available Pet coke price of M/s Reliance Industries Ltd. / C oking coal of M/s Coal India Ltd. or its subsidiary of preceding month till availability of the same from of M/s Reliance Industries Ltd. / Coking coal of M/s Coal India Ltd. or its subsidiary. Non availability of Pet coke price may be verified by UCIL from M/s reliance/ Coking coal of M/s Coal India Ltd. or its subsidiary OR party may submit the non-availability of Pet Coke price from their source i.e M/s Reliance/ M/s Coal India ltd. or its subsidiary from the authorized person. However apart from this if any inconclusive situation arises in fut ure regarding PVC, same may be settled down on mutually agreed terms and conditions.

FOR Example (only indicative for simplicity of understanding of PVC formula on material cost):

Say, Basic quoted price of Burnt Lime is = Rs.4000/- per MT.....(A)

Pet coke Price / Coking coal price for the month on the date of bid publication = Rs.10000/- per MT.(B)

Pet coke price / Coking coal price of the month at the time of dispatch of Burnt lime = Rs,14000/- per MT.....(C)

So, Basic price of Burnt lime at the time of dispatch(D): D = (C - B)/4 + A = Rs. (14000/- - 10000/-) /4 + Rs.4000/-

b) PVC on transportation cost:

i) PVC based on variation in price of diesel only will be payable as per the given formula:

Variation / ton = $T \times 0.3 \times (P-Q)/Q$

Where, T = Transportation Cost i.e. Freight per MT.

= Rs.5000/- (Basic price per MT of material after applying PVC).

P = New Diesel Price as on date of invoice.

Q = Base Diesel Price.

Base Diesel Price: Shall mean the diesel price on the date of publishing of bid at place of dispatch.

ii) Separate bill for claim of PV is to be submitted, if applicable on monthly basis.

However, in case of reduction, the same shall be reduced in running progress bills.

iii) PVC will not be applied if the change in price of diesel is less than Re.1.00 (Rupee one) per liter on base diesel price. Once PVC is paid, for subsequent PVC calculation, last adjusted price of diesel shall be conside

red as base diesel price for next calculation and so on.

iv) Documentary evidence of HSD price on date and place of dispatch has to be Submitted along with clai m of PVC and also with the offer as given in 6(b) (i).

FOR Example (only indicative for simplicity of understanding of PVC formula on transportation cost):

Say, quoted basic price of transportation is Rs.3000/- per MT......(T)

Diesel price per liter on the date of publishing of bid at place of dispatch

= Rs.90/-....(Q)

New Diesel price per liter as on date of Invoice at the place of dispatch

So, basic price of transportation per MT at the time of dispatch after applying PVC:-

- $= Rs.[3000/- \times 0.3 \times (91 90) / 90] + 3000/-$
- = Rs.3010/-

= Rs.91/-...(P)

PVC will be applicable as mentioned above. However during the supply of Burnt lime whatever L1 price (Lowest landed price) will be arrived among the suppliers, shall be considered for making payment against the supplied material irrespective of price indicated in the supplier's invoice.

7) **PENALTY ON DELIVERY SCHEDULE**:

If a party fails to maintain delivery schedule in a particular month, the shortfall quantity can be supplied in the next month within 1St week. Even if the party fails to maintain the delivery schedule as well as shortfall quantity following deduction will be done from their running bill.

Shortfall Quantity	Deduction on landed cost
Up to 10%	No deduction
>10% - 20%	5%
>20% - 30%	15%
>30% - 40%	20%

Maximum limit of deduction is 20% on landed cost for shortfall above 40%. Deduction will be calculated on monthly shortfall percentage for the particular month only.

8) PRO-RATA PENALTY FOR available CaO CONTENT:

- a) Full payment will be made for consignments of material analyzing available CaO content more than 70%.
- b) Deduction as detailed below will be applied on consignments of material analyzing available CaO c ontent less than 70% but more than or equal to 55% on landed cost basis.

Available CaO content	Deduction
Below 70% and upto 65%	Single prorata deduction on landed cost

Below 65% and upto 60%	One & half times of the pr orata on landed cost
Below 60% and upto 55%	Double prorata deduction on landed cost

c) Flat rate of deduction on landed cost as detailed below will be made on consignments of material analyzing less than 55% available CaO.

Available CaO content	Deduction
Below 55%	85% of landed cost.

9) **SPECIAL CONDITIONS**:

- a. If more than 10% of consignments in a month contains less than 55% available CaO, the Corporation r eserves the right to cancel the order.
- b. Payment will be made based on the analysis of every individual consignment.
- c. Analysis report of material analyzing below 55% available CaO will be given to your representative available at the site by hand or will be sent to you by e-mail within 10 days of supply.
- d. Analysis of available CaO will be done as per IS-1514 (Part-I)1990 by Sugar Method.
- e. Material supplied will not be returned under any circumstances but payment for the material will be made after deductions as indicated above.
- f. If monthly supplied quantity is less than 70% of delivery schedule for 2 consecutive month, the corpor ation reserves the right to terminate the contract & forfeit the security deposit & prohibit the party from participating in its future bids.
- g. Sample of material will be collected by installed sampler in the plant. On event of its breakdown or un availability, manual sample will be collected during unloading from every 20th bag in presence of part y's representative.
- h. The Corporation may impose an additional penalty / deduction of 10% of landed cost (based on qualit y) on event of variation in size than specified.
- 10) **TEST REPORT:** The material supplied by you shall be analysed in our Lab. & our test report shall be treated as final & binding. The analysis value will be rounded of to the nearest integer (0.5 and above will be rounded off to the next higher integer). Reanalysis of already collected samples from consignment with reported value of below 55% Available CaO only may be carried out in our laboratory in presence of your representative within 15 days of reporting of the analysis upon written request. In the event of non-receipt of request for re-analysis within the stipulated period or non-reporting of your representative on prefixed date for re-analysis, our earlier report will be treated as final. In the event of re-analysis, the higher of the two values will be binding. Reanalysis will be carried out on chargea ble basis as per company's prevailing rate.
- 11) **<u>DEVIATION OF ORDER QUANTITY:</u>** Up to 10% variations in the execution of purchase order of the t otal order value for sanctioned order value is allowed without issue of amendment / revision in the purchase order.
- 12) **RELATED PARTY CLAUSE**: Subsequent to bid opening, if it is found that bids submitted by related p arties in which there seems to be collusion are liable to be rejected. Parties are considered to be relat ed 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.
- 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 pre mises by your vehicles shall also be made good by you. Any insurance coverage required to cover los s 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 an

d 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 go ods. Rejected goods will be lying at the UCIL's store at the supplier's risk and shall be removed by th e 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.

16) For the portion of delay which is attributable to UCIL / force majeure or to the supplier / contract or, 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 incr
	ease, 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 Ord
	er , shall be applicable during such extended period

B. Delay attributable to Supplier / Contractor

	Applicable
LD	
Taxes & Duties	Increase / fresh imposition of taxes and duties during the ext ended period will be to the account of the supplier/contractor.
	Any decrease in taxes and duties during the extended perio d will be availed by UCIL
Price Variation	Price variation, if indicated in the contract will be applicable f or the work performed within the scheduled period of contra ct.
	For work executed during the extended delivery period, the r ates as prevailing on the last day of the scheduled contract p eriod only may be paid. De-escalation / reduction, if any, whi ch takes palce, shall have to be passed on to UCIL

17) **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 reach UCIL within 05 day s of bid end date to the following address:

Addl.Supdt.(Mech)Purchase, Purchase department Group-2, Uranium Corporation of India Limited, P.O.Jaduguda Mines, East Singhbhum, Jharkhand -832102. Failing which offer shall not be considered.

18) Pre Contract Integrity Pact: As per format enclosed.

Note:

- a) Material is required to be supplied on FOR-destination basis duly unloaded & insured basis.
- b) 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.
- c) PUC certificate of Pollution Control, if applicable should be submitted along with the supply of materials.

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 (<u>Annexure-'P'</u>) for quoting unit price of item in GeM. Party must ensure [Rate quoted in Column M = Rate quoted in (Column F + Column H + Column I + Column L)] while filling up <u>Annexure 'P'</u>
- C. Filled up Price break-up sheet (given as <u>Annexure-'P'</u>) shall not be submitted / upl oaded in the Technical bid of the GEM portal.

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 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.
- 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.

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.

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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---