

Bid Document

Bid Details	
Bid End Date/Time	16-05-2022 18:00:00
Bid Opening Date/Time	16-05-2022 18:30:00
Bid Offer Validity (From End Date)	75 (Days)
Ministry/State Name	Pmo
Department Name	Department Of Atomic Energy
Organisation Name	Uranium Corporation Of India Limited
Office Name	Jaduguda
Total Quantity	4500
Item Category	Sulphuric acid in tanker as per IS:266 (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)	216 Lakh (s)
OEM Average Turnover (Last 3 Years)	720 Lakh (s)
Years of Past Experience Required for same/similar service	1 Year (s)
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,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
Past Performance	30 %
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	1.00
EMD Amount	720000

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	9

(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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Manager (A/C)

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

Splitting

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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.

8. 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.

Sulphuric Acid In Tanker As Per IS:266 (4500 metric tonne)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Whether Price Variation Clause applicable?	Price Variation Clause	Price Variation Clause used or not?
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Yes	<p>Price Variation Clause on Sulphuric Acid Price: i) Sulphuric Acid Price shall be revised (increased or decreased) quarterly in proportion to the average quarterly change in wholesale price index of sulphuric acid published by Economic advisor, Ministry of Commerce & Industry. For Example: At the time of offer date, average whole sale price index of Sulphuric Acid is say 97 - (A) At the time of supply, average quarterly whole sale price index of sulphuric acid will be say 110 - (B) Price of sulphuric acid at the time of offer is say Rs. 5500/- per MT --- (C) Therefore, price of sulphuric Acid at the time of supply = (C) x (B) / (A) = Rs. 5500 x 110/97 = Rs. 6237/- per MT If Sulphuric acid price is delisted in wholesale index price of economic advisor, in that case as a alternative average price index of manufacture of basic chemicals under heading chemical & chemical product will be consider. ii) Bidder shall submit average quarterly price index of sulphuric acid at the time of offer. Copy of whole sale index price from economical advisor, govt of India will be submitted along with offer as a proof. iii) Party should submit average quarterly changes of whole sale price index of sulphuric acid regularly basis for releasing payment. iv) Unit price of invoice should be submitted based on above PVC formula. v) 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</p>	1 6 5 1 8 2 1 2 6 0 1 p df
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Brand Type	Unbranded
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916			
			2000	3	60
2	Sheikh Mohammed Shamim	832107,UCIL TURAMDIH STORE UCIL TURAMDIH MINES , PO- SUNDARNAGER , DIST-EAST SINGHBHUM,JAMSHEDPUR JHARKHAND Ph no : 8789648210			
			2500	3	60

Buyer Added Bid Specific Terms and Conditions

1. 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 %.

2. 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](#)

3. Generic

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

4. 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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

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: At UCIL site is 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 Ltd. 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 Ltd. 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. Scope of Supply

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

9. 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.

10. 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.

11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SPECIFIC TERMS & CONDITIONS

1) Scope of Supply: Supply of Sulphuric Acid 98% concentration (min.) conforming to ISS: 266 - 1993 (latest revision). It should be free from Sludge or any suspended impurity at our Jaduguda and Turamdih site on free delivery & duly unloaded basis. Material to be supplied in Tankers.

2) Splitting of Order: To ensure smooth supply, effort will be made to split the quantity of Sulphuric Acid on L1(Lowest) & L2(Second Lowest) bidders in the ratio of 70% & 30% respectively, subject to matching of L1 bidder's rate by the L2 bidder. However, incase L2 bidder does not match the L1 bidder's rate then same opportunity will be given to L3 bidder to match L1 bidder's rate and so on. If none of the bidder agree to match L1 bidder's rate then order for 100% quantity will be awarded on L1 bidder. In case of tie or under other inconclusive situations then UCIL's decision towards award of order will be final and binding upon participated bidders. However, GEM splitting rule is also applicable.

3) Delivery Schedule:

For Jaduguda : 2000 MT starting within 03 days from the date of order and to be completed within 60 days from the date of order. Jaduguda is located 25 KM (approx.) from Tata Nagar Railway station.

For Turamdih : 2500 MT starting within 03 days from the date of order and to be completed within 60 days from the date of order. Turamdih is located 6 KM (approx.) from Tata Nagar Railway station.

Delivery schedule may change time to time depend upon stock position and consumption pattern.

4) PRICE VARIATION CLAUSE:

Price Variation Clause on Sulphuric Acid Price:

i) Sulphuric Acid Price shall be revised (increased or decreased) quarterly in proportion to the average quarterly change in wholesale price index of sulphuric acid published by Economic advisor, Ministry of Commerce & Industry.

For Example:

At the time of offer date, average whole sale price index of Sulphuric Acid is say 97 - (A)

At the time of supply, average quarterly whole sale price index of sulphuric acid will be say 110 - (B)

Price of sulphuric acid at the time of offer is say Rs. 5500/- per MT --- (C)

$$\begin{aligned} \text{Therefore, price of sulphuric Acid at the time of supply} &= (C) \times (B) / (A) \\ &= \text{Rs. } 5500 \times 110 / 97 \\ &= \text{Rs. } 6237\text{- per MT} \end{aligned}$$

If Sulphuric acid price is delisted in wholesale index price of economic advisor, in that case as a alternative average price index of manufacture of basic chemicals under heading chemical & chemical product will be consider.

- ii) Bidder shall submit average quarterly price index of sulphuric acid at the time of offer. Copy of whole sale index price from economical advisor, govt of India will be submitted along with offer as a proof.
- iii) Party should submit average quarterly changes of whole sale price index of sulphuric acid regularly basis for releasing payment.
- iv) Unit price of invoice should be submitted based on above PVC formula.
- v) 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	A ny 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
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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

5) Pro-rata Penalty: Sulphuric Acid supplied should have min. 98% concentration. For supply having less than 98% conc. and upto 97% conc., 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.

6) Test Certificate: Test certificate should be furnished along with each consignment.

Sampling of each consignment shall be done at our end and shall be analysed in our lab. Our analysis report shall be treated as final and binding to both.

7) 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.

8) 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 emergency situation tankers may be unloaded on Sunday and national holidays.

9) Detention charges: No detention charges is payable.

- 10) Hazardous Chemical:** Bidder shall comply with the updated “Hazardous Chemical Rule 2000” during the supply of the material.
- 11) 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. Infringement 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.
- 12) 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 labour separately to the Competent Authority, UCIL. Transporter will make necessary Entry Passes from concerned officials of CISF Unit, UCIL sufficiently in advance.
- 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) LD Clause:** LD will be applicable as per GeM terms & conditions.
- 15) 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.
- 16) 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.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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](#)

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.

---Thank You---