



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/5790208 Dated/दिनांक : 09-01-2025

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-01-2025 15:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	23-01-2025 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	
क्रेता ईमेल/Buyer Email	jadpur1@ucil.gov.in	
Total Quantity/कुल मात्रा	180	
ltem Category/मद केटेगरी	Portland Slag Cement for Bulk Buying as per IS 455 (Q2)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	4 Lakh (s)	
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	13 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 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	

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Past Performance/विगत प्रदर्शन	30 %
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No
Separate Freight rates to be offered by seller	Yes
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 pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

## EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	13140

## 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).	24

- (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 दस्तावेज़ 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:

Managaer (Accounts)

 $\label{lem:counts} Accounts, \, Department \, , Uranium \, Corporation \, of \, India \, Limited \, , \, PO: \, Jaduguda \, Mines \, , Jharkhand-832102 \, (A \, K \, Tiwari)$ 

- 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 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. 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.

#### Portland Slag Cement For Bulk Buying As Per IS 455 (180 metric tonne)

Bis Required	Yes
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#### Technical Specifications/तकनीकी विशिष्टियाँ

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
General Requiremnents	Slag constituent,in percent	49
Packing and Marking	Packing Material	PP woven sacks conforming to IS 11653

## Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sunfriday Kharlyngdoh	832107,UCIL NARWAPAHAR STORE AT/PO-NARWAPAHAR MINES URANIUM CORPORATION OF INDIA LTD Dist: East Singhbhum, Jharkhand-832107 Ph no: 8986614690	180	548

# 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. 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.

#### 3. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**Annexure-1** 

#### **Additional Terms & Conditions**

- Bidder must be either OEM or authorized dealer of the product offered. The authorized dealer must s
  ubmit the valid authorization certificate of OEM along with bid without which bid will be summarily rej
  ected.
- 2. Bidders should attach the self declaration regarding compression strength of their offered product as per following criteria along with their offer / bid, failing which their offer will out rightly be rejected.

Communication Share with	PSC Cement	
Compression Strength	(As Per IS Code :455)	

3 Days (72 <u>+</u> 1 Hour), Min	16 MPa
7 Days (168 <u>+</u> 2 Hour), Min	22 MPa
28 Day(672 <u>+</u> 4 Hour), Min	33 MPa

- 3. **Supply Validity of Cement (Period of Contract):** Cement will be supplied as and when required quantity basis on firm price during the period of 18 months from the date of contract. Hence Period of contract will be 18 months from the date of contract. Supply validity may be further extended if required on mutual consent. However buyer reserves the right to postpone schedule of material supply after finalization of order or completion of contract period and extend the contract by further 06 (Six) months without any additional cost implication.
- 4. **Delivery Schedule**: Delivery is required on 'As and when required basis' Within 07 days of issue of delivery advise. Accordingly Cement will be supplied on as and when required quantity basis within 0 7 days from the date of receipt of written intimation/delivery advise from concerned store/Consignee. In case cement will not be supplied as and when required quantity basis with 07 days of intimation/delivery advise then penalty as per GEM contract terms and conditions will be applicable.
- 5. **Transportation:** Supplier will be completely responsible for transportation, Insurance, loading, Unlo ading & stacking of product at our store. All charges for this come under the supplier's scope.
- 6. **Manufacturer Test Certificate**: Cement will be supplied along with manufacturer test certificate for each consignment and testing should be done as per latest version of IS Code.
- 7. **Inspection:** We reserve the right of inspection and acceptance of cement after its delivery. This is n ot withstanding your furnishing of test certificate.
- 8. **Testing of Cement from NABL approved Lab for cement testing**: Test report shall be submitted by the supplier from NABL approved laboratory as and when required by UCIL's competent authority / HOD (Civil) during the tenure of contract for their supplied consignment/materials. Subsequent to receipt of written intimation from UCIL's competent authority/ HOD (Civil) about testing of cement from NABL approved laboratory against their recent supplied materials to UCIL, supplier shall collect the sample and after packing, the sample will be submitted to NABL approved laboratory and after completion of testing by LAB, report will be submitted to HOD (Civil) at the earliest. Approximate number of sample will be 06 (Six) during contract period. All the costs of sample collection, packing, transportation and testing till the submission of testing report will be borne by the supplier. In case testing result will not meet the relevant IS Standards then available material of respective consignment will immediately be replaced by the supplier at free of cost.
- 9. **Related Party Clause**: Subsequent to bid opening, if it is found that bids submitted by related parti es in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial and / or operating decision.
- 10. **Deviation of Order quantity**: Up to 10% variations in the execution of purchase order of the total o rder value for sanctioned order value is allowed without issue of amendment / revision in the purchas e order.
- 11. Earnest Money Deposit: Bidders who are not exempted for EMD as per GEM exemption rule, h as to upload scanned copy of EMD document along with bid and hard copy of the same must be sent within 05 days of bid end date to the following address:

# Controller of Store & Purchase, Purchase Dept, Uranium Corporation of India Limited, Po: Jadu guda Mines, East Singhbhum, Jharkhand - 832102.

- **12.**Bidders shall submit their offer strictly as per specification and scope given in the bid failing which their offer will liable to be rejected. Conditional offer will also liable to be rejected.
- 13.Bidder should submit duly filled and signed Pre Contract Integrity Pact as per enclosed format (An nexure- 2).
- 14. Material is required to be supplied on FOR-destination duly unloaded & insured basis.

## 15. DISPUTE RESOLUTION MECHANISM AND JURISDICTION:

#### i) CONCILIATION:

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

#### ii) MEDIATION:

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

#### iii) AMRCD

Any disputes or differences between the parties are not settled amicably with conciliation and/ or Mediation, then such disputes or differences shall be resolved through Administrative Mech anism for Resolution of CPSEs Disputes (AMRCD). Any disputes or differences relating to interp retation and application of the provisions of commercial contract(s) between Central Public Sec tor Enterprises (CPSEs)/Port Trusts, inter-se and also between CPSE(s) and Government Depart ment(s) / Organization(s) shall be taken by either party for its resolution through AMRCD.

#### iv) ARBITRATION:

Any disputes or differences where clause no. iii is not applicable, the parties may go for arbitr ation 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, arbit ration shall not be a method of dispute resolution arising out of this contract.

#### v) **IURISDICTION**:

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

#### 5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

#### 6. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 7. 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 ,BRANCH CODE 0227

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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

Bidders can also submit the EMD with Banker's Cheque in favour of

URANIUM CORPORATION OF INDIA LTD.

pavable at

STATE BANK OF INDIA , JADUGUDA , BRANCH CODE 0227

Bidder has to upload scanned copy / proof of the BC 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 LTD.

payable at

STATE BANK OF INDIA ,JADUGUDA ,BRANCH CODE 0227

. 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. 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: carried out by concerned user at our store/site and it will be final and binding for supplier.

## 11. 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 %.

## 12. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## 13. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## 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 <u>attached categories</u>, 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.

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.

<u>This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है</u>

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---