

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	07-04-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	07-04-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Pmo
विभाग का नाम / Department Name	Department Of Atomic Energy
संगठन का नाम / Organisation Name	Uranium Corporation Of India Limited
कार्यालय का नाम / Office Name	Jaduguda
कुल मात्रा / Total Quantity	900000
वस्तु श्रेणी / Item Category	Emulsion Explosive (Small Diameter) , Size 25mm/32mm/40mm dia, Strength-Not less than 80%
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Emulsion Explosive (Small Diameter) , Size 25mm/32mm/40mm dia, Strength-Not less than 80%
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Explosives / Narcotics Trace Detector
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	205 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	684 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	1 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/ Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/ Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन / Past Performance	30 %
बिड से रिवर्स नीलामी सक्रिय किया/ Bid to RA enabled	No
बिड का प्रकार/ Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	4 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/ Arbitration Clause	No
सुलह खंड/ Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	684000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	20

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

MANAGER ACCOUNTS

JADUGUDA, Department of Atomic Energy, URANIUM CORPORATION OF INDIA LIMITED, PMO

(A K Tiwari)

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	Splitting of quantity: To ensure smooth supply, effort will be made to split the tender quantity at least between two bidder in the ration of 60% and 40% respectively, 60% of tender quantity will be awarded on L1 (Lowest) bidder and balance 40% of tender quantity will be given to other qualified bidder based on their merit in the higher hierarchy subject to matching L1 bidders rate. If none of the bidder agreed to match L1 bidders rate then order for 100% quantity will be awarded on L1 bidder. Opportunity of price match request will be given to all the parties on single time (instant) as per GeM. However MSE/MII and GeM splitting rule shall prevail over the said splitting clause and subsequent to price bid opening. During the time of splitting of order quantity, distribution options allowed by GEM portal for preference of MSE/MII compliance shall be applicable and binding to the participated bidders

एमआईआई खरीद वरीयता / MII Purchase Preference

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

एमएसई खरीद वरीयता/MSE Purchase Preference

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

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

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

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

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

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

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

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

10. 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.

Emulsion Explosive (Small Diameter) , Size 25mm/32mm/40mm Dia, Strength-Not Less Than 80% (90000 kilogram)

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

क्या मूल्य भिन्नता लागू है? / Whether Price variation applicable?

मूल्य भिन्नता खंड स्तवेत्र / Price variation clause document

मूल्य परिवर्तन खंड(पीवीसी) /Price Variation Clause

Price variation Clause: The price of cartridge explosives i.e. small dia explosive shall be revised on monthly basis based on the price variation formula indicated below: $Pr = Po (0.15 + 0.10 \times Clr / Clo + 0.65 \times ANr / ANo + 0.10 \times HSDr / HSDo)$, Where: • Pr= Revised price as on the date of price revision • Po= Base price as on base date (on the last date of submission of tender). • Clr= All India consumer price index for industrial workers {AICPO (2*)} on a date three (3) months prior to the date of price revision. • Clo= All India consumer price index for industrial workers {AICPI (2*)} on a date three (3) months prior to the base date, as available in website (www.rbi.org.in). {Note: *linking factor (2) X New index number of particular month. The value for month (year) with base year as 2001, calculated by multiplying the new index number with the link factor} HSDr = Revised retail selling price of Diesel at Kolkata on a date 7 days prior to the date of price revision. HSDo = Retail selling price of Diesel at Kolkata as on base date i.e. price of Diesel on the last date of submission of tender. ANr = Price of Ammonium Nitrate on a date 7 days prior to the date of price revision. ANo = Price of Ammonium Nitrate (AN), as on base date (last date of submission of tender) the price of AN shall be Ex-Works AN (100% Melt) price of RCF (Rs/MT) valid on the particular date. (Base date & revision date). 1. Bidder shall submit monthly price of Explosive at the time of offer, Copy of "All India consumer price index for industrial workers, as available in website www.rbi.org.in. Retail selling price of Diesel in Kolkata as available on the website of petroleum planning & analysis cell. MoPNG (www.ppac.gov.in) and price of ammonium nitrate of RCF (Rashtriya Chemicals Fertilizers Limited) will be submitted along with offer as a proof. 2. Party shall submit monthly changes of "All India consumer price index for industrial workers, Retail selling price of Diesel in Kolkata as available on the website of petroleum planning & analysis cell MoPNG (www.ppac.gov.in) and price of ammonium nitrate of RCF (Rashtriya Chemicals and Fertilizers Limited) on regularly basis for releasing payment. 3. Unit price of invoice shall be submitted based on above PVC formula. • RCF-Rashtriya Chemicals and Fertilizers Limited. • Note : Base date for all component of PVC shall be considered as last date of submission of tender. • Example of Clr & Clo Other Consumer Price Indices Item Base Year Linking Factor 2020-21 2020 2021 Oct Sep Oct 1 2 3 4 5 6 Consumer Price Index For Industrial Workers 2016 2.88 - 119.9 124.9 125.7 Source : Labour Bureau, Ministry of Labour and Employment , Government of India (Website www.rbi.org.in ? publications ? Monthly ? RBI bulletin ? Price and productions (sl.no.19) Clr = 2.88 X 124.9 = 359.712 (Oct. 2021) Clr = 2.88 X 125.7 = 362.016 (Nov. 2021) The base price of Explosive shall be quoted price to be finalized against this tender and base date shall be last date of submission of tender. For Example: If base date is 11th July 2022 then: All India consumer price index for Industrial worker [AICP(2*)] on a date (3) month prior to the base date i.e. Clo of March 2022= 126 X 2.88 = 362.88 Retail selling price of Diesel in Kolkata on a base date i.e. HSDo on 11th July 2022 Rs 92.76/Ltr Base price of Ammonium Nitrate (AN) as on base date i.e. ANo on 11th July 2022 = 82000/MT Price of Explosive shall be revised on every month is as under: Example: Date of 1st revision shall be 11 Aug. 2022 and next revision on 11th Sept. 2022, Oct 2022..and so on. For the purpose of calculation of PVC, date of dispatch (i.e date of invoice) of explosive shall be considered Delivery schedule indicated is 'As & when required basis' and PVC clause given in the bid document, hence offline calculation of LD and PVC amount against supplementary bill is done by Accounts department during the time of making payment to the supplier.

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तकनीकी विशिष्टियाँ / Technical Specifications

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	SUDIPTA DAS	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	900000	365

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

1. Generic

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

2. Scope of Supply

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

3. 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.

4. 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 %.

5. 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](#)

6. Forms of EMD and PBG

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

URANIUM CORPORATION OF INDIA LIMITED
payable at
STATE BANK OF INDIA, JADUGUDA BRANCH CODE 0227

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

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

URANIUM CORPORATION OF INDIA LIMITED
payable 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.

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 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.

9. **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.

10. **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.

11. **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.

12. **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 STORES/SITE AND IT WILL BE FINAL & BINDING FOR SUPPLIER

13. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Bidder should have valid manufacturing licence from PESO / government bodies. Documentary evidence should be submitted along with bid documents.
2. Bidder shall confirm that they have quoted the items as per specification, without any technical deviation.
3. Mode of Supply and place of delivery: The material should be delivered at UCIL Explosive Magazine located at Jharia in the East Singhbhum district of Jharkhand state which is about 25Km (appx) from Tata Railway Station East of Jamshedpur via Road by Explosive Van having valid licence.
4. Period of contract: 365 days from the date of placement of order
5. Delivery schedule: As and when required basis. Material should be delivered within 15 days from the date of issue of RE-11 by UCIL's Explosive in-charge. Material to be delivered in compliance with Explosive Act-1884 and as amended by Explosive amended rule, 2008 and thereafter if any amendment.
6. Guarantee/Warranty: Material should be Guaranteed/ Warranted for the period of six months from the date of receipt and acceptance. The bidder shall be fully responsible for the warranty of the material so supplied in respect of the proper design, quality and performance of Explosive. If quality of the Explosive doesn't match with our specification and don't give satisfactory (Desired) result then the defective material shall be replaced by bidder at no extra cost to be incurred by UCIL. In case of failure of satisfactory performance, performance will be assessed in presence of representative of bidder and UCIL's Explosive In Charge within period of one week from the date of issue of UCIL's letter.
7. Deviation of order quantity: Up to +/-10% variation 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.
8. Splitting of quantity: To ensure smooth supply, effort will be made to split the tender quantity at least between two bidder in the ratio of 60% and 40% respectively, 60% of tender quantity will be awarded on L1 (Lowest) bidder and balance 40% of tender quantity will be given to other qualified bidder based on their merit in the higher hierarchy subject to matching L1 bidder's rate. If none of the bidder agreed to match L1 bidder's rate then order for 100% quantity will be awarded on L1 bidder. Opportunity of price match request will be given to all the parties on single time (instant) as per GeM.
However MSE/MII and GeM splitting rule shall prevail over the said splitting clause and subsequent to price bid opening. During the time of splitting of order quantity, distribution options allowed by GEM portal for preference of MSE/MII compliance shall be applicable and binding to the participated bidders.
9. Following documents to be submitted along with the supplies:
 - i. FORM RE-12
 - ii. Form RE-11
 - iii. Copy of RE-11 issued by the consignee.
 - iv. Test Certificate

10) Dispute resolution Mechanism and Jurisdiction:

- a. **Conciliation:** Notwithstanding anything contained in this contract, any disputes or differences whatsoever, which are to be settled amicably between the parties with their authorized representative, shall be resolved through conciliation.
- b. **Mediation:** Any disputes or differences, which are not settled amicably through conciliation, then either of the parties, may approach for mediation to settle under mediation Act, 2023. The procedure is to be followed as prescribed in the Mediation Act, 2023 amended from time to time.

- c. **AMRCD:** Any disputes or differences between the parties are not settled amicably with conciliation and/or Mediation, then such disputes or differences shall be resolved through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD). Any disputes or differences relating to interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts, inter-se and also between CPSE(s) and Government Department(s) / Organization(s) shall be taken by either party for its resolution through AMRCD.
- d. **ARBITRATION:** Any disputes or differences where clause no. (c) is not applicable, the parties may go for arbitration as per the provisions of Arbitration & conciliation Act, 1996 provided the disputes is restricted to less than Rs. 10 cr. (Ten Crores). This amount is with reference to the value of the dispute and not the value of the contract which may be much higher. In all other cases, arbitration shall not be a method of dispute resolution arising out of this contract.
- e. **Jurisdiction:** If the matter is not resolved through above means, the dispute shall be resolved in civil court of law at Jharkhand only.

11) Similar Category has been defined for Techno-Commercial evaluation of PQC.

Similar Category are Emulsion Explosive

- 12) Related party clause: Subsequent to bid opening, if it is found that bids submitted by related parties in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has ability to control the other party or exercise significant influence over the other party in making financial and / or operating decision.
- 13) Earnest Money Deposit: Bidders who are not exempted for EMD as per GEM exemption rule, has to upload scanned copy of EMD document and hard copy of the same must be sent within 05 days of bid end date to the following address:

**Controller (S&P),
Purchase Department, Group-3,
Uranium Corporation of India Limited,
P.O: Jaduguda Mines
Dist: East Singhbhum (Jharkhand) - 832 102**

14) **GST PERCENTAGE AND HSN CODE FORMAT**

The bidder shall clearly indicate HSN Code and GST percentage as per below format.

16. Price variation Clause:

The price of cartridge explosives i.e. small dia explosive shall be revised on monthly basis based on the price variation formula indicated below:

$Pr = Po (0.15 + 0.10 \times Clr/Clo + 0.65 \times ANr / ANo + 0.10 \times HSDr/HSDo)$, Where:

- Pr= Revised price as on the date of price revision
- Po= Base price as on base date (on the last date of submission of tender).
- Clr= All India consumer price index for industrial workers {AICPO (2*)} on a date three (3) months prior to the date of price revision.
- Clo= All India consumer price index for industrial workers {AICPI (2*)} on a date three (3) months prior to the base date, as available in website (www.rbi.org.in).

{Note: *linking factor (2) X New index number of particular month. The value for month (year) with base year as 2001, calculated by multiplying the new index number with the link factor}

HSDr = Revised retail selling price of Diesel at Kolkata on a date 7 days prior to the date of price revision.

HSDo = Retail selling price of Diesel at Kolkata as on base date i.e. price of Diesel on the last date of submission of tender.

ANr = Price of Ammonium Nitrate on a date 7 days prior to the date (**last date of submission of tender**) the price of AN shall be Ex-Works AN (100% Melt) price of RCF (Rs/MT) valid on the particular date. (Base date & revision date).

- Bidder shall submit monthly price of Explosive at the time of offer, Copy of "All India consumer price index for industrial workers, as available in website www.rbi.org.in. Retail selling price of Diesel in Kolkata as available on the website of petroleum planning & analysis cell. MoPNG (www.ppac.gov.in) and price of ammonium nitrate of RCF (Rashtriya Chemicals Fertilizers Limited) will be submitted along with offer as a proof.
- Party shall submit monthly changes of "All India consumer price index for industrial workers, Retail selling price of Diesel in Kolkata as available on the website of petroleum planning & analysis cell MoPNG (www.ppac.gov.in) and price of ammonium nitrate of RCF (Rashtriya Chemicals and Fertilizers Limited) on regularly basis for releasing payment.
- Unit price of invoice shall be submitted based on above PVC formula.
 - RCF-Rashtriya Chemicals and Fertilizers Limited.
 - Note : Base date for all component of PVC shall be considered as last date of submission of tender.
 - Example of Clr & Clo

Other Consumer Price Indices						
Item	Base Year	Linking Factor	2020-21	2020	2021	
				Oct	Sep	Oct
	1	2	3	4	5	6
Consumer Price Index For Industrial Workers	2016	2.88	-	119.9	124.9	125.7

Source : Labour Bureau, Ministry of Labour and Employment , Government of India
(Website www.rbi.org.in → publications → Monthly → RBI bulletin → Price and productions (sl.no.19)

$$\text{Clr} = 2.88 \times 124.9 = 359.712 \text{ (Oct. 2021)}$$

$$\text{Clr} = 2.88 \times 125.7 = 362.016 \text{ (Nov. 2021)}$$

The base price of Explosive shall be quoted price to be finalized against this tender and base date shall be last date of submission of tender.

For Example: If base date is 11th July 2022 then:

All India consumer price index for Industrial worker [AICP(2*)] on a date (3) month prior to the base date i.e. Clo of March 2022 = $126 \times 2.88 = 362.88$

Retail selling price of Diesel in Kolkata on a base date i.e. HSDo on 11th July 2022 Rs 92.76/Ltr

Base price of Ammonium Nitrate (AN) as on base date i.e. ANo on 11th July 2022 = 82000/MT

Price of Explosive shall be revised on every month is as under:

Example: Date of 1st revision shall be 11 Aug. 2022 and next revision on 11th Sept. 2022, Oct 2022..and so on.

For the purpose of calculation of PVC, date of dispatch (i.e date of invoice) of explosive shall be considered

Delivery schedule indicated is 'As & when required basis' and PVC clause given in the bid document, hence offline calculation of LD and PVC amount against supplementary bill is done by Accounts department during the time of making payment to the supplier.

17. PUC certificate of pollution control, if applicable should be submitted along with supply of material
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14. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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

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

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

such representations.

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

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

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

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

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

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

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

---धन्यवाद/Thank You---