



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/5905586
Dated/दिनांक : 07-02-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-03-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-03-2025 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Pmo
Department Name/विभाग का नाम	Department Of Atomic Energy
Organisation Name/संगठन का नाम	Uranium Corporation Of India Limited
Office Name/कार्यालय का नाम	Jaduguda
क्रैता ईमेल/Buyer Email	jadpur2@ucil.gov.in
Total Quantity/कुल मात्रा	650
Item Category/मद केटेगरी	Hydrogen Peroxide Industrial Grade Confirming to IS: 2080-1980, Grade-I (50% W/W) as per specifica
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Hydrogen Peroxide Industrial Grade Confirming to IS : 2080-1980, Grade-I (50% W/W) as per specification attached.
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Stabilized Hydrogen Peroxide (V2) as per IS 2080
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">Silver Hydrogen peroxide disinfectant
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	67 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	222 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Past Performance/विगत प्रदर्शन	30 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	22215050
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	222150

ePBG Detail/ईपीबीजी विवरण

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

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

URANIUM CORPORATION OF INDIA LIMITED

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

(Uranium Corporation Of India Limited)

Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2
Split Criteria based on which quantity will be distributed	SPLITTING OF ORDER:- a) Considering smooth supply of this critical material, efforts will be made to keep at least two source of supply and try to distribute the bid quantity in the ratio 70% : 30% among the participated bidders based on their merit in hierarchy and subject to matching their quoted rate with L1 bidders rate. However, MSE/MII and Gem splitting rules shall prevail over the said splitting clause and subsequent to price bid opening and during the time of splitting of order quantity, options allowed by Gem Portal for splitting of quantity shall be applicable and binding to the participated bidders. b) In case none of the bidders has matched their quoted rate with L1 bidders rate, then entire quantity may be awarded to L1 bidder only.

MII Purchase Preference/एमआईआई खरीद वरीयता

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

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

the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

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

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

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

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

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity

supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

**Hydrogen Peroxide Industrial Grade Confirming To IS: 2080-1980, Grade-I (50% W/W)
As Per Specifica (650 metric tonne)**

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

Whether Price variation applicable?	Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी)	Price variation clause document
Yes	As per Annexure - Z attached.	370cefe293b08f47d114ea3aa0aaaca.c.pdf

Technical Specifications/तकनीकी विशिष्टियाँ

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में)
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारंभ होने की तारीख से दिनों की संख्या में)		
1	Sheikh Mohammed Shamim	832107,UCIL TURAMDIH STORE UCIL TURAMDIH MINES , PO-SUNDARNAGER , DIST-EAST SINGHBHUM,JAMSHEDPUR JHARKHAND Ph no : 8789648210	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी तक पूरी कर ली जाए
			54	1	30
			54	35	60
			54	65	90
			54	95	120
			54	125	150
			54	155	180
			54	185	210
			54	215	240
			54	245	270
			54	275	300
			54	305	330
			56	335	360

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

1. Generic

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

2. Scope of Supply

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

3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any

responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

5. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

Not Required

Post Receipt Inspection at consignee site before acceptance of stores:
Inspection at UCIL site will be final

6. **Certificates**

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

7. **Certificates**

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

8. **Forms of EMD and PBG**

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

URANIUM CORPORATION OF INDIA LIMITED
payable at
State Bank of India Jaduguda/Jamshedpur

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

9. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

URANIUM CORPORATION OF INDIA LIMITED
payable at
State Bank of India Jaduguda/Jamshedpur

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Additional Terms and Conditions

1) **Scope of Supply:** Supply of Hydrogen Peroxide, Industrial Grade conforming to IS: 2080 - 1980, Grade - Industrial grade on free delivery & duly unloaded basis at our turamdih site which is located approx. 06 KM form Tatanagar Railway Station. In case of emergency, truck consignment material shall be diverted to unload at Jaduguda Plant which is 25 KM from Tatanagar Railway Station without any financial implicatio n.

Such information of diversion shall be intimated to the party by HOD (Stores) in mail at least seven days before the diversion of the specific lot. No amendment will be given for such diversion.

- 2) Bidders shall submit their offer strictly as per specification and Scope given in the bid, Bidders shall also comply additional specification (if any) given in the bid, failing which offer will liable to be rejected. Conditional offer will also liable to be rejected.
- 3) **Related Party Clause:** Subsequent to bid opening, if it is found that bids submitted by related parties in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has ability to control the other party or exercise significant influence over the other party in making financial and / or operating decision.
- 4) **Earnest Money deposit:** Bidders who are not exempted for EMD as per GEM exemption rule has to upload scanned copy of EMD document and hard copy of the same must be reach to UCIL Purchase department within 05 days of bid end date through speed post in a sealed envelope superscribing GeM Bid no. and Bid End Date to the following address, **Failing which offer shall not be considered.:**

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

- 5) **Delivery Schedule:-**Material will be supplied as per delivery schedule mentioned in bid document. However delivery quantity in each lot may vary 10%.

6) **SPLITTING OF ORDER:-**

a) Considering smooth supply of this critical material, efforts will be made to keep at least two source of supply and try to distribute the bid quantity in the ratio **70% : 30%** among the participated bidders based on their merit in hierarchy and subject to matching their quoted rate with L1 bidder's rate.

However, MSE/MII and Gem splitting rules shall prevail over the said splitting clause and subsequent to price bid opening and during the time of splitting of order quantity, options allowed by Gem Portal for splitting of quantity shall be applicable and binding to the participated bidders.

b) In case none of the bidders has matched their quoted rate with L1 bidder's rate, then entire quantity may be awarded to L1 bidder only.

7) **PRICE VARIATION CLAUSE:**

a) H₂O₂ Price shall be revised (increased or decreased) quarterly in proportion to the average quarterly change in wholesale price index of H₂O₂ published by Economic advisor, Ministry of Commerce & Industry.

For Example:

At the time of date of publication of bid, average quarterly whole sale price index of H₂O₂ is say 110 - (A)

At the time of supply, average quarterly whole sale price index of H₂O₂ will be say 120 - (B)

Basic Price of H₂O₂ at the time of offer is say Rs. 47,000/- per MT - (C)

Therefore, price of H₂O₂ at the time of supply = (C) x (B) / (A)

$$= \text{Rs } 47,000 \times 120/110$$

$$= \text{Rs. } 51,272.73 \text{ per MT}$$

In case of any unforeseen situations arises in future regarding non availability of WPI of H₂O₂ or delisted of Hydrogen per oxide in wholesale price index of economic advisor, in that case supply will be continued based on last supplied price calculated from website of WPI Index price o

f office of economic advisor on preceding month till availability of the same on website of wholesale price index of office of economic advisor. Non-availability of wholesale price index of hydrogen peroxide may be verified by UCIL. However apart from this if any inconclusive situation arises in future regarding PVC, same may be settled down on mutual agreed terms and conditions.

Average quarterly WPI index for H₂O₂ for this bid on the date of bid publication shall be considered as :-

Average WPI index of H₂O₂ =

$$(Jul'24 + Aug'24 + Sep'24)/3 = (101.6 + 103 + 103.8)/3 = 102.8$$

Remarks: Any change in WPI of any month at a later stage which was published on the website of office of Economic Advisor if found, the same will be applicable for consideration of PVC calculation wherever applicable.

b) Bidder shall submit average quarterly price index of H₂O₂ at the time of offer. Copy of wholesale index price from economic advisor, Govt. of India will be submitted along with offer as a proof.

c) Average WPI consideration of supply month shall be calculated as below:

If the material supplied in Aug'25, then considerable average quarterly WPI for the supply month will be:-

Average Quarterly WPI of H₂O₂ for Supply month =

WPI of Jan'25 + Feb'25 + Mar'25

3

i.e. for supply of July'25, Aug'25 and Sep'2025 considerable any WPI index shall be of average of Jan'25, Feb'25 and Mar'2025 and so on

d) Party should submit average quarterly changes of whole sale price index of H₂O₂ regularly basis for releasing payment.

e) Unit price of invoice should be submitted based on above PVC formula.

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
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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	<p>Increase / fresh imposition of taxes and duties during the extended period will be to the account of the supplier/contractor.</p> <p>Any decrease in taxes and duties during the extended period will be availed by UCIL.</p>
Price Variation	<p>Price variation, if indicated in the contract will be applicable for the work performed within the scheduled period of contract.</p> <p>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>

8) ANALYSIS / TEST REPORT: Material on receipt will be sampled in the presence of the supplier if available and shall be analyzed in UCIL's Laboratory and report of UCIL's Laboratory shall be treated as final and binding for quality and payments.

9) 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.

10) PRO-RATA DEDUCTION FOR H2O2 CONTENT:

Material shall be supplied as per our specification only, i.e. H2O2 content 50.0% (w/w) minimum

a) No deduction for analysis report up to 49.5% (w/w).

b) Single pro rata deduction shall be applicable below 49.5% and up to 48.0% (w/w).

c) Double pro rata deduction shall be applicable below 48.0% and up to 45.0% (w/w).

d) If the H2O2 content is below 45.0%, then the supply shall be rejected right away.

For SI. No. (a), (b) & (c) above, material shall not be allowed to take back and shall be unloaded at UCIL and payment shall be made as defined above. For SI. No. (d) above, party may be allowed to take the material back from UCIL.

11) HAZARDOUS CHEMICAL RULE: You shall comply with the updated “Hazardous Chemical Rule 2004 ” during the supply of the material.

12) SAMPLING & ANALYSIS:

- i) Unloading of the material shall be done by the supplier at Turamdih Mill as per the instruction of Section In-Charge (Mill).
- ii) Before unloading, a sample shall be collected in an air-tight 500 ml bottle and sent to UCIL laboratory for analysis along with the tag of the Invoice Number and Date.
- iii) The tanker shall be unloaded only after the UCIL lab result.
- iv) No re-sampling or re-analysis shall be entertained.
- v) Analysis report of UCIL laboratory shall be treated as final and binding for the sample collected at the time of unloading.
- vi) 0.5 and above % will be rounded off to the next integer. Example: 49.5 % shall be considered as 50% & 49.4% shall be treated as 49%.

13) Any document required during submission of bid wherever mentioned in the bid &/or after placement of P.O., shall be sent through speed post only to the proper address as mentioned in the bid/P.O. only.

14) DISPUTE RESOLUTION MECHANISM AND JURISDICTION:

- a. **CONCILIATION:** Notwithstanding anything contained in this contract, any disputes or differences whatsoever, which are to be settled amicably between the parties with their authorized representatives, shall be resolved through conciliation.
- b. **MEDIATION:** Any disputes or differences, which are not settled amicably through conciliation, then either of the parties, may approach for mediation to settle under mediation Act, 2023. The procedure is to be followed as prescribed in the Mediation Act, 2023 amended from time to time.
- c. **AMRCD:** Any disputes or differences between the parties are not settled amicably with conciliation and/or Mediation, then such disputes or differences shall be resolved through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD). Any disputes or differences relating to interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts, inter-se and also between CPSE(s) and Government Department(s) / Organization(s) shall be taken by either party for its resolution through AMRCD.
- d. **ARBITRATION:** Any disputes or differences where clause no. (c) is not applicable, the parties may go for arbitration as per the provisions of Arbitration & conciliation Act, 1996 provided the dispute 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.

Note:

- 1) Material is required to be supplied on FOR-destination basis duly unloaded & insured basis.
- 2) As staggered delivery schedule and Pro-rate deduction clause given in the bid document, hence offline calculation of LD and pro-rata penalty will be done by Paying authority during the time of making payment to the supplier.
- 3) PUC certificate of Pollution Control, if applicable should be submitted along with the supply of materials.

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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

---Thank You/धन्यवाद---