

Bid Number: GEM/2022/B/2258699

Dated: 20-06-2022

Bid Document

Bid Details							
Bid End Date/Time	11-07-2022 19:00:00						
Bid Opening Date/Time	11-07-2022 19:30:00						
Bid Offer Validity (From End Date)	65 (Days)						
Ministry/State Name	Pmo						
Department Name	Department Of Atomic Energy						
Organisation Name	Uranium Corporation Of India Limited						
Office Name	Jaduguda						
Total Quantity	750000						
Item Category Emulsion Explosive (Small Diameter) 25mm / 32mm / (Q3)							
Minimum Average Annual Turnover of the bidder (For 3 Years)	264 Lakh (s)						
OEM Average Turnover (Last 3 Years)	881 Lakh (s)						
Years of Past Experience Required for same/similar service	1 Year (s)						
MSE Exemption for Years Of Experience and Turnover	Yes						
Startup Exemption for Years Of Experience and Turnover	Yes						
Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, OEI 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 the buyer						
Past Performance	30 %						
Bid to RA enabled	No						
Time allowed for Technical Clarifications during technical evaluation	2 Days						
Evaluation Method	Total value wise evaluation						
	-						

EMD Detail

Advisory Bank	State Bank of India	
EMD Percentage(%)	1.00	
EMD Amount	880575	

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	16

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

MANAGER ACCOUNTS

JADUGUDA, Department of Atomic Energy, URANIUM CORPORATION OF INDIA LIMITED, PMO (Rahul Singh)

Splitting

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

MII Purchase Preference

MII Purchase Preference	Yes
	. 55

MSE Purchase Preference

MSE Purchase Preference	Yes

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of

primary product having highest value should meet this criterion.

- 5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 6. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total OUANTITY.
- 8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Emulsion Explosive (Small Diameter) 25mm / 32mm / 40mm (750000 kilogram)

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

Whehe Pice vaiation appicabe?	r r r r r r r r r r r r r r r r r r r	Price variation clausedocument
Yes	PRICE VARIATION CLAUSE ON EXPLOSIVE The price of cartridge explosive 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 x Clr/Clo+0.65 x ANr /ANo + 0.10 x 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 (AlCPI) for industrial workers [AlCPI (2*)] on a date three (3) months prior to the date of price revision. Clo = All India consumer price index for Industrial worker [AlCPI (2*)] on date three (3) month 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 = Retail selling price of diesel in Kolkata, as available on the website of petroleum planning and analysis cell. MoPNG (www.ppac.gov.in) on a date 7 days prior to the date of price revised. HSDo = Retail selling price of diesel in Kolkata, as available on the website of petroleum planning and analysis cell. MoPNG www.ppac.gov.in as on a base date.(on the last date of submission of tender) ANr = price of Ammonium Nitrate (AN) as on base date (on the last date of submission of tender) The price of Ammonium Nitrate (AN) as on base date (on the last date of submission of tender) The price of An shall be the ex- works AN (100 % Melt) price of RCF (Rs / MT) valid on the particular dates. (base date & revision date) 1) Bidder shall submit average monthly price of Explosive at the time of offer. Copy 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 ammonia nitrate of RCF will be submitted along with offer as a proof . 2) Party shall submit average monthly changes of "All India consumer price index fo	16551109721. pdf
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Buyer Specification Document Downl	<u>oad</u>	

Consignees/Reporting Officer and Quantity

S.No. Consignee/Reporting Officer		Address	Quantity	Delivery Days	
1	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No: 9431139916	750000	365	

Buyer Added Bid Specific Terms and Conditions

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. 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. 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.

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. 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.

9. 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.

10. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Special Term and Conditions

- 1. The bidder should have its own Non-permitted Emulsion Explosive manufacturing factory with testing facilities, Documentary evidences should be submitted along with bid document.
- 2. Explosive manufacturer should have valid manufacturing licence from PESO.
- 3. Offer of those bidders, whose performance regarding supplying explosive in last two year from the date of floating of tender has not been satisfactory at UCIL, shall not be considered for further evaluation and offer will be disqualified without any further clarification from UCIL.
- 4. Period of contract: 365 days from 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 officer incharge.Material to be delivered in compliance with Explosive Act-1884 and as amended by Explosive amended rule,2008 and thereafter if any amendment.
- 6. The bidder shall confirm that they have quoted the Item as per specification, without any technical deviation and submit all required license and permission issued by different Regulatory and Government bodies for Non-permitted emulsion Explosive.
- 7. Mode of supply: By Explosive Road Van
- 8. 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 26 kms (Tata Railway station) East of Jamshedpur.
- 9. Guarantee/Warranty:The bidder shall be fully responsible for the warranty of the materials so supplied in respect of the proper design, quality and performance of Explosive. If quality of the material 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 party and UCIL within period of one week from the date of issue of UCIL's letter.

- 10. Splitting of quantity: 60 % of total tendered quantity will be awarded on L-1 party and 40 % of bid quantity shall be awarded to L-2 bidder after matching with L-1 bidder rate, if L-2 bidder did not match with L1 bidder rate than 100% of bid quantity shall be awarded to L1 bidder , However GeM rule shall be applicable for splitting of quantity .
- 11. Documents to be submitted along with the supplies:
 - i)FORM -RE-12
 - ii) Tax Invoice
 - iii) Performance certificate
 - v) Delivery challan
 - vi) RE-11
 - vii) eway bill

12. PRICE VARIATION CLAUSE ON EXPLOSIVE.

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

 $Pr = Po (0.15 + 0.10 \ X \ Clr \ / \ Clo + 0.65 \ X \ ANr \ / \ ANo \ + \ 0.10 \ X \ HSDr \ / \ HSDo$), where.

- \cdot Pr = Revised price as on the date of price revision.
- \cdot Po = Base Price as on base date (on the last date of submission of tender).
- \cdot Clr = All India Consumer price Index (AICPI) for industrial workers [AICPI (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 = Retail selling price of Diesel in Kolkata, as available on the website of petroleum planning & Analysis cell. MoPNG (www.ppac.gov.in) On a date 7 days prior to the date of price revised.

- · HSDo = Retail selling Price of Diesel in Kolkata, as available on the website of petroleum Planning & Analysis cell. MoPNG (www.ppac.gov.in) as on base date (on the last date of submission of tender).
- \cdot ANr = Price of Ammonium Nitrate on a date 7 days prior to the date of price revision.
- \cdot ANo = Price of Ammonium Nitrate (AN), as on base date (on the last date of submission of tender).

The price of Ammonium Nitrate (AN) shall be the ex-works Ammonium Nitrate (AN) (100 % Melt) price of RCF (Rashtriya Chemicals and Fertilizers Limited) (Rs / MT) valid on the particular dates (base date & revision date).

1) Bidder shall submit average monthly price of Explosive at the time of offer. Copy 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) will be submitted along with offer as a proof.

- 2) Party shall submit average 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

Example of CLr & Clo

Other Consumer Price	e Indices			_	_	
	_			202 0	2021	
Item	Base Year	Linking Factor	2020- 21	Nov	Oct	Nov
	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)

 $Clr = 2.88 \times 124.9 = 359.712$ (October 2021)

 $Clr = 2.88 \times 125.7 = 362.016$ (November 2021)

13. Deviation of order Quantity: Up to \pm 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.

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.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is also governed by the General Terms and Conditions

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---