

Organisation Details	Buyer Details
Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Western Coalfields Ltd Office Zone: Western Coalfields Limited / Nagpur	Designation: Deputy Manager Contact No.: 0712-2511381- Email ID: alokkumar@westerncoal.gov.in GSTIN: 27AAACW1578L1ZW Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes Designation of Administrative Approval: CMD Designation of Financial Approval: GM Finance	Payment Mode: Offline Designation: Dy Manager Fin Email ID: sprathi@westerncoal.gov.in GSTIN: 27AAACW1578L1ZW Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India

Seller Details	
GeM Seller ID: 3EE8200001291381 Company Name: SMARTCHEM TECHNOLOGIES LIMITED Contact No.: 09178049680 Email ID: lalit.agarwal@dfpcl.com Address: SAI HIRA, SURVEY NO. 93, MUNDHWA, PUNE, Pune, MAHARASHTRA-411036, - MSME verified: No GSTIN: 27AACCA5046P2ZC	

*GST / Tax invoice to be raised in the name of - Consignee

Product Details							
#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	Blasting Grade Ammonium Nitrate	Blasting Grade Ammonium Nitrate	Low Density Prilled Ammonium Nitrate	31023000	2,000,000	kilogram	71,280,000
Total Order Value (in INR)							71,280,000

Consignee Detail							
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By	
1	Designation: - Email ID: ulli.srikanthganes@nic.in Contact: - GSTIN: - Address: Regional Stores, WCL, Durgapur Opencast, P.O. DURGAPUR Distt Chandrapur, (M.S)Pin 442 403, CHANDRAPUR, MAHARASHTRA-442403, India	Blasting Grade Ammonium Nitrate	-	2,000,000	16-Jan-2021	10-Jun-2021	

Product Specification for Blasting Grade Ammonium Nitrate		
Specification	Sub-Spec	Value
Generic	Size (mm)	1
	Form	Prilled
	Moisture, percent by mass, Max	0.3

Physical Properties	Bulk density, g/cm ³	U./b
	Purity (on dry basis), percent by mass, Min	99
	Foreign matter and visible impurities, percent by mass, Max	Nil
	Grit, percent by mass, Max	Nil
	Total nitrogen, percent by mass, Min	34
	Non-volatile matter, percent by mass, Max	0.2
	Matter insoluble in water, percent by mass, Max	0.3
	Oil absorption, percent by mass, Min	8
Packaging, Marking and Shelf Life	Packaging Container Norms	Suitable with chemical grade
	Manufacturer and expiry shall be printed on Label or Container	Yes
	Packing Type	Polyethylene Lined bags
	Whether ISI Marked	Yes
	Shelf Life	1
Test Reports	Availability Of Test Report From Central Govt/Nabl/Ilac Accredited Lab To Prove Conformity To Specification	No
	Copies of test reports to be furnished to buyer on demand at time of supplies	Yes

Buyer Defined Additional Specification for Blasting Grade Ammonium Nitrate

Specification	Value
Matter insoluble in water, percent by mass, Max	0.15%
a.Benchmark Powder factor(PF) for ANFO shall be 142.63% of average achieved PF by the use of SME for the same period. b.Method of calculating PF for ANFO shall be same by which PF for SME/Bulk explosive is calculated.	Agreed
Failure to achieve the benchmark PF shall attract penalty as per performance & penalty clause. Cast booster is allowed to the extent of 0.2% max for hole more than 10m length and up to 0.3% for hole below 10m length beyond which cost will be borne by supplier.	Agreed
The delivery shall be completed within 145 Days (In phased manner as per requisition given by the Project) from placement of supply order.	Agreed
The supplier must also ensure compliance of all relevant statutory requirement under Mine Act 1952, Mines Rules 1955 & CMR 2017 and other related Rules, Laws and Bye- Laws, Orders and Circulars published by Govt. Of India.	Agreed

Corrigendum

- 1: Following technical services shall be provided by the supplier which will be part of scope of supply. 1. Whenever there is a special problem like vibration and noise near any structure or dwelling deflagration of explosives technical representative from the supplier shall immediately attend to them and solve the problem jointly with the mine representative. 2. It is the responsibility of the supplier to provide sufficient resources for best performance. 3. It is the responsibility of the supplier to provide BMD vehicle attached to WCL magazine No rental or hire charges maintenance charges shall be claimed by the supplier. 2: Performance and Penalty a. The achieved powder factor should not be less than the Bench Mark powder factor for ANFO. The method of calculating the powder factor shall be the same method by which benchmark powder factor for SME is calculated. In the event of supplied item not providing satisfactory results penalty will be imposed by way of Deduction on monthly basis from price of these items (Ammonium Nitrate price Diesel price and technical service charges). For every percentage decrease in powder factor for OB compared to benchmark powder factor of ANFO same percentage deduction of the price (without GST) of Ammonium Nitrate price Diesel price and technical service charges shall be made. 3: b. In case the achieved powder factor is above 105% of the bench mark powder factor then Bonus may be paid monthly @ 0.3% (zero point three percent) of the price of Ammonium Nitrate price Diesel price and technical service charges (without GST) for every percentage increase in Powder factor over 100% of the Bench mark of ANFO. Thus for achievement of powder factor between 100% to 105% of the benchmark of ANFO there will be no Bonus. For e.g. achieved PF is 106% bonus to be paid will be equal to 0.3% x 6 x price of the Ammonium Nitrate price Diesel price and technical service charges. 4: c. In the event of failure of blast cost of explosive / accessories used in the blast and other incidental charge like drilling cost etc. will be recovered from the supplier. In case of blast failure initially proportionate deduction (proportionate to value) will be made for both and Ammonium Nitrate price Diesel price & technical service charges & accessories. After investigating into the cause of failure as to which item (ANFO or accessories) is responsible for the failure final deduction will be made accordingly. 5: d. the payment shall continue to be made as per the terms of the contract and provisional deductions / Bonus if any on account of non achievement / over achievement of PF shall be made on monthly basis however final assessment of the powder factor and reconciliation thereof shall be made on complete contract period including extension / short closure on average Powder factor basis. Bonus shall be paid in the same way as that of penalty. e. Deduction due to non-achievement of powder factor shall be made from the price of Ammonium Nitrate price Diesel price and technical service charges only and not from accessories prices. 6: Statutory

should ensure to get proper return indents / Requisition and no BMD vehicle should be sent without any indent / requisition. This is absolutely imperative. Safety Measures. The supplier will ensure all safety measures in respect of manufacturing and delivery of ANFO. The supplier must have valid licence from Chief Controller of Explosives from AN store to loading holes including storage Manufacturing mixing & transportation till the completion of contract. Supplier should ensure compliance of safety measures prescribed by DGMS or any other statutory authorities from time to time. 7: Permission / Licence: The supplier is responsible to obtain valid permission / licence from Chief Inspector of Explosives / Govt./any other statutory body as may be required for storage manufacture & supply of Ammonium Nitrate. Any DGMS/ statutory permission if necessary will be obtained by the supplier. Necessary assistance will be provided by Project. No supply should be effected without having valid permission from DGMS/ Licence from CCOE for the product even if there is an allocation for supply of the product from WCL. Supply of Ammonium Nitrate against the contract shall be accompanied by self attested copy of the valid PESO licence. Verification: WCL reserves its right to physically and by any other method (as applicable) to verify the documents and in the event of the results of verification not matching with the information submitted in the offer suitable penal

action may be taken including cancellation or contract banning/ suspension of the supplier. 8: Document to be submitted by the supplier. Manufacturing license(P1) License to transport(P4) Technical data sheet All statutory documents as per AN Rules 2012 Quality test certificate with reference to the technical data sheet. Invoice mentioning quantity price and applicable taxes.

2. Extended Upto : 2021-01-11 13:00:00

3. GeM-Bidding-Corr-2033823-4.pdf : [click here](#)

Terms and Conditions

1. General Terms and Conditions

1.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

1.2 **Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

1.3 **Delivery period:** The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification there shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

1.4 **Performance Security:** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

1.5 **Taxes and Duties:** Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

1.6 **Octroi Duty and / or other local taxes:** Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

1.7 **Limitation of Liability:** The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

1.8 **Resolution of disputes:** The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

1.9 **Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

2. Additional Terms and conditions

2.1 The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: a. Loading of Ammonium Nitrate into BMD (Bulk Mixing and Delivery) vehicle from the storage location shall be done by supplier. b. DTH (Down the Hole) delivery of ANFO at mine bench . c. Technical expertise in designing the pattern of blast holes to improve the blasting efficiency . d. Technical representative shall be posted at Durgapur Opencast mine, Chandrapur Area, WCL & will be present during the charging and blasting and also available for after blast inspection..

2.2 While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

2.3 Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

2.4 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

2.5 Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

2.6 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.

2.7 Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

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

2.9 To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):
Manufacturing license(P1) License to transport(P4)statutory docsAN Rules2012 Quality test certificate . Diesel @ 70 liters per ton of Ammonium Nitrate will be provided free of cost by WCL for operations and mixing purpose of BMD, CIL Integrity Pact applicable .

2.10 Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

