



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5727512  
Dated/दिनांक : 08-01-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-01-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-01-2025 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Mines
Department Name/विभाग का नाम	Materials
Organisation Name/संगठन का नाम	National Aluminium Company Limited, Bhubaneswar
Office Name/कार्यालय का नाम	Angul
Total Quantity/कुल मात्रा	1458300
Item Category/मद केटेगरी	96102309310 , 96102309320 , 96102309330 , 96102309340 , 96102309350
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Blasting Accessories
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Blasting Machine, Waste Containers and Accessories - Domestic (V2), Blasting Grade Ammonium Nitrate, Blasting Machine / Pogat Set (MHA), modular electrical switches and accessories, Panchakarma Accessories, Prism - Surveying Accessories (V1), trolleys or accessories, Bipod - Surveying Accessories, Tribrach - Surveying Accessories
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"><li>Blasting Machine</li></ul>
BOQ Title/बीओक्यू शीर्षक	BLASTING ACCESSORIES FOR UTKAL D COAL MINE
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	67 Lakh (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

<b>Bid Details/बिड विवरण</b>	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी</b>	Yes
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	96102309310
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	350000

#### **ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी 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/लभार्थी :**

National Aluminium Company Limited CPP

Banker : State Bank of India ; Branch : Kandsar (Nalco Nagar) A/C No : 00000010657908589, IFSC Code :

SBIN0008279 AT/P.O - Kandsar, P.S - Nalco Nagar, Dist. - Angul, ODISHA, Pin - 759145

(National Aluminium Company Limited Cpp)

**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	SPLIT RATIO - 60 : 40 AS PER CLAUSE NO. 20 OF BUYER ADDED TEXT BASED ATC CLAUSES.

**Reserved for Make In India products**

Reserved for Make In India products	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

2. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3. 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.

4. 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.

5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

**96102309310**

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिक्स प्रभार (आरसीएम) Details**

<b>ITC on GST/जीएसटी पर इनपुट कर क्रेडिट</b>	<b>ITC on GST Cess/जीएसटी उपकर कर क्रेडिट</b>
100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sudhanshu Kumar	759145,CAPTIVE POWER PLANT NALCO, ANGUL	12700	365

**96102309320**

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

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BOQ Detail Document	<a href="#">View File</a>

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**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sudhanshu Kumar	759145,CAPTIVE POWER PLANT NALCO, ANGUL	1326800	365

**96102309330**

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sudhanshu Kumar	759145,CAPTIVE POWER PLANT NALCO, ANGUL	46300	365

**96102309340**

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Sudhanshu Kumar	759145,CAPTIVE POWER PLANT NALCO, ANGUL	70700	365

**96102309350****(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details**

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Sudhanshu Kumar	759145,CAPTIVE POWER PLANT NALCO, ANGUL	1800	365

**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 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

## 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. **Certificates**

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

## 5. **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 %.

## 6. **Generic**

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.

## 7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**INTERNAL REF: 304/100006692**

**- SUPPLY OF BLASTING ACCESSORIES FOR UTKAL D COAL MINE OF NALCO LOCATED AT T AHASIL CHHENDIPADA ANGUL DISTRICT.**

**- BIDDERS SHOULD CHECK THE UNIT OF MEASUREMENT FOR ALL THE ITEMS FROM BUYER UPLOADED SPECIFICATION DOCUMENT.**

THE BIDDERS SHALL NECESSARILY FURNISH THE FOLLOWING ALONG WITH OFFER FOR TECHNICAL SCRUTINY:

(i) THE DULY SIGNED 'BUYER SPECIFICATION DOCUMENT (RFQ ALONG WITH ANNEXURE-I OBLIGATIONS OF PARTY AND NALCO)' TOWARDS CONFIRMATION OF TECHNICAL SPECIFICATION ETC. AS PER OUR BID.

(ii) THE DULY SIGNED GEM BID DOCUMENT TOWARDS CONFIRMATION OF ALL THE TERMS & CONDITIONS AS PER THE BID DOCUMENT FOR TECHNICAL SCRUTINY OF THE OFFER.

(iii) THE DULY FILLED AND SIGNED INTEGRITY PACT FORMAT AS PER THE BID DOCUMENT FOR TECHNICAL SCRUTINY OF THE OFFER.

SIGNED SUBMITTED DOCUMENTS SHALL BE READ AS ACCEPTANCE OF THE SAME IN TOTO.

IN CASE OF NON-SUBMISSION OF ANY OF THE DOCUMENTS ASKED IN THE BID DOCUMENT, THE OFFER MAY BE LIABLE FOR REJECTION WITHOUT ANY FURTHER CLARIFICATION.

1) Bidder shall submit point wise confirmation of specification as well as special conditions along with the offer.



2) Prices on GEM are inclusive of all cost component i.e. GST, freight, P&F, insurance etc. Any other condition mentioned anywhere in the attachment shall be ignored.

3) Vendor should submit bid only if tender additional terms & conditions and GEM general terms & conditions are acceptable. Any commercial term mentioned as an attachment shall be ignored.

4) NALCO is a SA8000 certified company and all bidders interested to supply material to NALCO should be committed to social accountability. Hence, please submit the completely filled SA8000 questionnaire provided with the tender (without any alteration to the format) along with the offer. SA8000 certified companies can submit their certification. Non-compliance to the requirements of SA8000 may lead to rejection of the offer.

5) TDS under section 194Q:

a) Finance Act 2021 has brought amendments in existing TDS/TCS Sections and has introduced new Sections 194Q (Deduction of tax at Source on payment of certain sum for purchase of goods) and 206AB (Special provision for deduction of tax at source for non-filers of income-tax return) among others. The above Sections would be effective from 01st July, 2021.

b) NALCO, being Buyer (under Section 194Q inserted in the Income Tax Act, 1961 vide Finance Act 2021) having total sales, gross receipts, or turnover from business above Rupees Ten Crores during the last Financial Year, will deduct TDS under Section 194Q, w.e.f. 01.07.2021, at the prescribed rate of 0.1% on the purchase value of any goods, aggregate of which is exceeding the threshold limit of Rs.50 Lakhs in a Financial year.

c) Accordingly, Vendors/Sellers are not to collect tax at source under section 206C (1H) of the Act w.e.f. 01.07.2021, in case provisions of section are applicable to them.

d) The above is as per the current statute and is subject to modification(s) based on amendments/notifications under Income Tax Act, 1961, from time to time. Income Tax TDS, as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bills.

e) Vendor/Party categorised/designated as "specified person" under Section 206AB of Income Tax Act, 1961 shall be liable for TDS at higher rate as provided under the said section, by NALCO. So, Vendors/Contractors are advised to submit self-certified copies of Income Tax return (ITR) for each of the Two Previous Years for which due date for filing of ITR has expired, along with the Invoice/Bill so as to facilitate NALCO, verify the applicability of Section 206AB.

6) In case of order placement, vendor shall comply to "EHS (Environment Health & Safety) GUIDELINES TO SUPPLIERS" provided with the tender (Format attached in Buyer uploaded ATC document)."

7) ANTI-PROFITEERING CLAUSE (SEC 171 OF CGST ACT): Bidder has to provide declaration along with the tender that they will abide by the requirements under CI 171 of CGST Act, 2017 (Format attached in Buyer uploaded ATC document).

8) Payment terms: 100% payment within 30 days from the date of receipt of bills for the materials consumed in particular Month. Payment of GST is subject to reflection of party's invoice in GSTR 2A of NALCO. The payment shall be checked and certified by Engineer In-charge of NALCO. In case of any deviation, the offer may be liable for rejection as there is no provisions of commercial loading in GEM.

9) Local Content Declaration: The bidders are requested to go through the Gol Order No: P-45021/2/2017-PP(BE-II), DTD: 16.09.2020 or amended thereafter for the purpose of Purchase Preference on the basis of Local Content. Please submit the completely filled declaration provided with the tender (without any alteration to the format) along with the offer (Format attached in buyer uploaded ATC document).

10) The Contact details are as follows:-

a) Technical dept. Executive (for technical queries):-

(i) Mr. Subhadeep Das, Contact No-9933159020, Email: [subhadeep.das@nalcoindia.co.in](mailto:subhadeep.das@nalcoindia.co.in).

(ii) Mr. Teekam Chand Jindal, Contact No-9437563834, Email: [teekam.jindal@nalcoindia.co.in](mailto:teekam.jindal@nalcoindia.co.in).

b) Purchase Executive:-

Mr. Subham Gupta, Contact No-9437388596, Email: [subham.gupta@nalcoindia.co.in](mailto:subham.gupta@nalcoindia.co.in).

c) Stores Executive (i.e. consignee):-

Mr. Sudhanshu Kumar, Contact No-9959785844, Email: [sudhanshu.kumar@nalcoindia.co.in](mailto:sudhanshu.kumar@nalcoindia.co.in).

d) Finance Executive:-

Mr. Aravind Pati, Contact No-9654357951, Email: [aravind.pati@nalcoindia.co.in](mailto:aravind.pati@nalcoindia.co.in).

11) TESTING: The party shall get the product tested through external testing bodies like CMPDI / CIMFR to ascertain the technical parameters of the material being supplied to NALCO, at least once in a quarterly basis and shall submit the report to NALCO.

12) INSPECTION:

a) Final Inspection and acceptance will be done by representative of NALCO after receipt of the material at Utkal-D mine site and, in the event supplies are not in conformance to the requirements, may reject part/full material. The decision of NALCO regarding this will be final and binding.

13) DISPATCH AND DELIVERY CONDITION:

a) Delivery period will be for 12 (Twelve) Months from commencement of supply to NALCO Utkal-D Coal Mine.

b) After Award of the work, party will obtain permission from PESO for inclusion of Utkal-D Coal Mine of NALCO in their LE-1 License under the Explosive rule 2008 and ensure commencement of supply within 21 days from award of the work.

c) The time and date of delivery shall be deemed to be the essence of the contract and required amount and quality must be delivered on the date and time communicated to the Party. The delivery shall be made on FOR (free on road) basis for supply down the hole at Utkal-D mine site.

d) NALCO will give indent at least 12 hours before of the charging of the holes along with details of tentative quantity of blasting accessories required. The dispatch of the blasting accessories should be effected only after receipt of proper indent from NALCO.

e) The Party shall carry the blasting accessories to the blasting site of the Utkal-D Coal mines by its licensed explosive van, duly covered by adequate safety norms at its own risks as well as insurance. Booster shall be dispatched separate licensed explosive van.

f) The Party shall be responsible and accountable for safe handling of blasting accessories in mines.

14) NALCO reserves the right to short close the contract in case of breach of terms and conditions of the contract by you or as per site requirement.

15) **SECURITY DEPOSIT:** In case of order, security deposit @ 5% of total order value is required to be deposited within fifteen days from date of receipt of contract in GeM portal in form of DD or Bank Guarantee in Nalco's prescribed format from any bank in Nalco's approved list of bankers which should be valid till three months beyond contract period excluding the claim period of three months. The security deposit shall not bear any interest.

a) In case party fails to proceed with the supply of materials continuously for 07 days with due diligence as required under this contract after being required in writing to do so by NALCO,

OR

b) Fails to execute and perform the contract diligently or any of its obligations under the contract in accordance with the terms and conditions of the contract despite written notice to this effect

In above cases of defaults, SDBG of the party will be forfeited by NALCO.

**16) PRE-BID/PRE-CONTRACT AGREEMENT (INTEGRITY PACT) & INDEPENDENT EXTERNAL MONITORS:**

1.0 Bidder shall submit the accompanying 'Integrity Pact' attached at Clause-8 of ATC i.e. "Buyer Organization specific Integrity pact" of this bid on its company's Letter Head/Plain A4 paper, duly signed by the person(s) signing the bid.

2.0 All the pages of the Integrity pact are to be signed by the bidder. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses. The Bidders should not change the contents of the Integrity Pact.

3.0 The scanned copy of the Integrity Pact is to be uploaded along with their offer in GeM portal.

4.0 At present, there is a panel of 03 IEMs in NALCO. They are as below:

(i) Dr. Meeran C Borwankar IPS (Retd.)

C 10/5, Vasant Vihar

New Delhi-110052

E-mail: mcborwankar@gmail.com

(ii) Ms Archana Ranjan IRS (retd.)

A 4/1, Vasant Vihar,

New delhi- 110057

E-mail: ranjan.archana@gmail.com

(iii) Smt. Deepa Krishan IRS (Retd.)

C 2603, Sushant Lok-1

Gurgaon, Haryana - 122002

E-mail: deepakrishnan@gmail.com

Note:-

i. Bidder may write to the IEM through Email (provided in the tender) for their grievances if any, giving details of the tender reference, name of the tender issuing officer and Nalco's unit for quick identification of the tender by the IEM.

ii. Only representation in respect of Integrity Pact need to be addressed to the IEMs and no query regarding tender terms and conditions should be address to the IEMs.

iii. Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials as per contact details mentioned at point no. 10 above.

**17) PRE-QUALIFYING CRITERIA (PQC):**

**(A) TECHNICAL & EXPERIENCE CRITERIA:**

Eligibility Criteria 1:

(i) The bidder must possess valid LE-1 License under the Explosive Rule 2008 & having agreement with valid LE-3 license holder under the Explosive Rule 2008 for use & storage of E

xplosive.

**OR**

(ii) The bidder must possess valid LE-3 License under the Explosive Rule 2008 for use & Storage of Explosive.

Documentary Proof Required:

The bidder shall submit copy of the valid LE-1 License under the Explosive Rule 2008 along with copy of the agreement with valid LE-3 License holder for storage & use of Explosive OR Copy of the valid LE-3 License under the Explosive Rule 2008, as the case may be.

Note: LE-3/LE-1 License under the Explosive Rule 2008 must be valid on the bid submission date.

Eligibility Criteria 2:

(i) The bidder should have regularly for at-least the last 03 (three) years, ending 31st March of the previous financial year (hereinafter called 'The relevant Date'), supplied blasting accessories (i.e. Cast Booster, Electric detonators, and Nonel DTH/TLD detonators) with the same or higher specifications (hereinafter called 'The Product').

**AND**

(ii) The bidder should have supplied at least 3048 Kgs of Cast Booster, 432 Nos of Electric detonators and 3,46,512 Meters of Nonel detonators (including DTH/TLD detonators) in at least one of the last five years ending on 'The relevant Date'.

NB: For avoidance of any doubt with respect to criteria 2(i) above, bidder should have supplied 'The Product' in each of the last 03 (three) years ending on 31st March of the previous financial year.

Documentary Proof Required:

The bidder should submit copy of following documents duly attested by a notary public or Gazetted officer.

(i) Purchase Order along with Completion / Partial completion Certificates for assessment of Criteria 2(i).

AND

(ii) Purchase Order along with Completion / Partial completion Certificates for assessment of Criteria 2(ii).

NB: The Experience/Completion Certificates shall be considered only when it bears the Name and Designation of Issuing Authority. This is only applicable for Experience/Completion Certificates issued after 30/06/2022.

**(B) FINANCIAL CRITERIA:**

Eligibility Criteria:

(i) The average annual financial turnover of the bidder during the last 03 (three) years ending on the relevant date should be minimum 67 Lakhs (Rupees Sixty Seven Lakhs only) as per the annual report ( audited balance sheet and profit & loss accounts) of the relevant period, duly authenticated by chartered accountant/ Cost accountant.

(ii) Net worth of the bidder firm should not be negative on 'The relevant Date' and should have not eroded by more than 30% (thirty Percent) in the last 03 (three) years, ending on The relevant Date'.

Documentary Proof Required:

The bidders have to submit the copies of audited financial statements and profit & loss accounts of the relevant years duly authenticated by chartered accountant/ Cost accountant in support of both the qualifying criteria along with the bid.

Note: (For bids received prior to 30th June of any year, the financial figure for the previous to previous year may also be considered for evaluation. Whereas for bids submitted after 30th June, the bidder may also submit financial statement for the previous year certified by Chartered Accountant/Auditor for consideration of their bid.)

#### **18) EARNEST MONEY DEPOSIT (EMD):**

Bidders are required to submit interest free EMD of value Rs. 3,50,000/- (Rupees Three Lakhs and Fifty Thousand only) in shape of Demand Draft / Pay Order / through e-payment favoring "National Aluminium Company Limited" or in the form of Bank Guarantee valid for nine months beyond validity period of the offer in NALCO's format (as per Annexure attached under "Buyer uploaded ATC document") from any of the bank approved by NALCO. EMD in the form of DD / BG should be submitted along with offer. Offers received without EMD shall not be considered. This deposit shall not carry any interest.

The Public Sectors, Government agencies and the Firms registered with DGS&D / NSIC / DIC / KVIC / KVIB / Coir Board / Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME, Govt. of India (registered for the tendered product), and others for which specific exemption has been granted by NALCO such as Ancillary Industries etc. OR by GeM GTC are exempted from payment of EMD. The exemption for submitting EMD may be considered only if photocopy of a valid Registration Certificate for the product is submitted along with the offer.

The original Bank Guarantee is required to be sent directly by the Bank under Speed Post or Registered Post to the addressee given in the tender document. The Bidder shall submit copy of Bank Guarantee duly self-certified mentioning dispatch reference of the Bank from where original Bank Guarantee has been sent.

The EMD shall be returned to all unsuccessful bidders after finalization of the order. The EMD of successful bidder will be returned after they accept the order, submit Security Deposit (SD) and bank confirmation of the SD thereafter, as the case may be. If the successful bidder accepts the order but fails to submit the Security Deposit, the EMD will be retained. In such case the differential amount towards SD and EMD will be deducted from the bills of vendor which may be released after receipt of SD. In the event of non-execution of order, the EMD shall stand forfeited.

**19) SPLITTING OF ORDER:** Present tender requirement is for 05 different items. NALCO may split its requirements and procure from techno-commercially accepted at least from Two Sources of Supply in the ratio of 60:40. The L-1 bidder shall however eligible to get order for maximum upto 60 % of the total requirement.

The modality of splitting will be governed by following 02 possible outcomes:

**CASE-I:** In case, L-1 bidder is itself a MSE bidder, then they will get maximum 60% of the total requirement, which includes 25% quantity reserved for MSE. Thus in this case further splitting based on MSE policy will not be considered. Remaining 40% of the total requirement shall be available to other bidders in the inter-se in order of their bid position and subject to matching of L-1 price order shall be placed on them.

**CASE-II:** In case, L-1 bidder is non-MSE bidder, then they will get maximum 60% of total requirement, but this will not include 25% of quantity reserved for MSE bidders.

For remaining 40% of the total requirement following modality to be followed:

**20.2.1.** Out of remaining 40% of the total requirement, 25% will be reserved for MSE (Micro and Small Enterprises) bidders. Participating qualified MSEs, who have quoted within the price band of L-1+15% shall be given a chance to match with L-1 price in order of their bid position and take order for supply of upto 25% of the tender quantity. In case of participation of SC/ST category MSE

s in a tender, minimum 4% of tender quantity shall be reserved for placement of order on them, out of the 25% tender quantity reserved for MSEs as above, subject to matching with L-1 price in the tender. Further in case of participation of women owned MSEs, minimum 3% of tender quantity shall be reserved for placement of order on them, out of the 25% tender quantity reserved for MSEs, subject to matching with L-1 price in the tender.

20.2.2 Remaining 15% of the total requirement shall be available to all other bidders (other than L-1) participated in the tender. They shall be given a chance to match with L-1 price in order of their bid position and take order for remaining 15% of total requirement. However this category includes all the bidders including MSE bidders (other than L-1). That means if in case L-2 bidder is MSE bidder quoted within L-1+15% price band, they will be eligible to get 40% of the total requirement, subject to matching of L-1 price. Same analogy will be applicable for L-3, L-4, and L-5....H-1 bidders.

However in case none of the bidder (other than L-1) agrees to match the L-1 price, then 100% of tender requirement will be awarded to L-1 bidder.

Part order: Bidder quoting in the tender invariably accepted the part order quantities.

#### 8. **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](#)

#### 9. **Buyer Added Bid Specific ATC**

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

#### 10. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

## **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---