



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5759921
Dated/दिनांक : 30-12-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-01-2025 09:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-01-2025 09:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Coal
Department Name/विभाग का नाम	Coal India Limited
Organisation Name/संगठन का नाम	Central Mine Planning And Design Institute Limited
Office Name/कार्यालय का नाम	Headquarters Ranchi Jharkhand
क्रैता ईमेल/Buyer Email	ankit.rawal@nic.in
Total Quantity/कुल मात्रा	23
Item Category/मद केटेगरी	Unitary Air Conditioner (Window AC) (V2) as per IS 1391 (Part 1) (Q2)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
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	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
ITC available to buyer/क्रैता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
Primary product category	Unitary Air Conditioner (Window AC) (V2) as per IS 1391 (Part 1)
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	792595
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	9300
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	6200

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 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). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). 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 :

HoD MM
4th Floor, MM Department, CPEI Building, Central Mine Planning and Design Institute Limited (CMPDI), Kanke Road, Ranchi, Jharkhand. PIN- 834008
(Gm Mm)

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. 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.

4. 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.

5. 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.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Estimated Value	Item/Category	Quantity
Schedule 1	482982	Unitary Air Conditioner (window Ac) (v2) As Per Is 1391 (part 1)	12
Schedule 2	309613	Unitary Air Conditioner (window Ac) (v2) As Per Is 1391 (part 1)	11

Unitary Air Conditioner (Window AC) (V2) As Per IS 1391 (Part 1) (12 pieces)

(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)

Technical Specifications/तकनीकी विशिष्टियाँ

* [जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
STANDARDS	BEE Star rating of the product (in Nos)	5 Or higher
GENERIC	Nominal Marketing capacity as per BEE Star Rating Label (hint: 1 Ton = 3000 Kcal/Hr, Tolerance +/- 10%) (in Ton)	2
	Technology of air conditioner	Inverter AC - Variable Speed
CONSTRUCTION	Classification by function	Cooling only (Cooling and dehumidification during cooling mode)
MATERIAL	Material of Evaporator	Copper Or higher
	Material of Condensor	Copper Or higher
WARRANTY	Warranty on compressor (in Years)	10 (for Inverter AC)
INSTALLATION	Type of installation	Standard Installation (scope of installation as per STC attached)

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	Jagdish Chandra Joshi	834008,MATERIAL MANAGEMENT DEPARTMENT, CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED, GONDWANA PLACE, KANKE ROAD	12	30

Unitary Air Conditioner (Window AC) (V2) As Per IS 1391 (Part 1) (11 pieces)

(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)

Bis Required	Yes
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Technical Specifications/तकनीकी विशिष्टियाँ

* जेम कटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
STANDARDS	BEE Star rating of the product (in Nos)	5 Or higher
GENERIC	Nominal Marketing capacity as per BEE Star Rating Label (hint: 1 Ton = 3000 Kcal/Hr, Tolerance +/- 10%) (in Ton)	1.5
	Technology of air conditioner	Inverter AC - Variable Speed
CONSTRUCTION	Classification by function	Cooling only (Cooling and dehumidification during cooling mode), Cooling and heating (Cooling and dehumidification during cooling mode, and heating during heating mode)
MATERIAL	Material of Evaporator	Copper Or higher
	Material of Condensor	Copper Or higher
WARRANTY	Warranty on compressor (in Years)	10 (for Inverter AC)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
INSTALLATION	Type of installation	Standard Installation (scope of installation as per STC attached)

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	Jagdish Chandra Joshi	834008,MATERIAL MANAGEMENT DEPARTMENT, CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED, GONDWANA PLACE, KANKE ROAD	11	30

Special terms and conditions-Version:1 effective from 04-10-2023 for category Unitary Air Conditioner (Window AC) (V2) as per IS 1391 (Part 1)

1. STC FOR UNITRY AIR CONDITIONER (WINDOW AC)

◦ **Scope of installation and Commissioning for Window AC**

1. Mounting/Fitting of Window AC, with necessary alignment work, in already made window
2. Suitable electric wiring upto 3 meters length between Window AC and Power Socket / voltage
3. Testing for satisfactory working without any abnormal noise as well as leakage test of entire system

◦ Following are not included in the scope of supply for Window AC

1. Carpentry work for making the window frame and fixing of wooden fram
2. Switches/ Sockets / Plug Tops / Voltage Stabilize/Drain Pipe

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. **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 %.

3. **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.

4. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

5. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

6. **Generic**

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:

as per TPS

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7. **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.

8. **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.

9. **Scope of Supply**

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

10. **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):

NA

Post Receipt Inspection at consignee site before acceptance of stores:
Material are subjected to inspection by Exploration Department, CMPDI (HQ) at consignee's end.

11. **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.

12. **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.

13. **Warranty**

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

14. **Warranty**

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.

15. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

16. Forms of EMD and PBG

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

CMPDI
payable at
Ranchi

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.

17. 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

CMPDI
payable at
Ranchi

. 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.

18. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

For equipment

A. Qualifying Criteria:

Procurement from established & proven sources:

Procurement against this tender shall be made only for proven items from established & proven sources, who fulfills the following criteria:

Offers of the Bidders, who are past suppliers to Mining Industry and/or other Industries (Private or Government Department/ Public Sector Undertaking – Indigenous or Global), will be considered eligible for participation, if they have supplied at least one number of the tendered equipment/similar equipment*, during the preceding 5 years from the date of tender opening and their performance has been found satisfactory for one year.

* Similar Equipment shall be such Equipment, which fulfills the following:

- (a) Performs almost identical operations as the quoted model.
- (b) Should be equal to or higher than the tendered capacity.
- (c) Uses sub-components, sub-systems and major assemblies of substantially similar design & construction to the model quoted – only rating specifications may differ (Lower or Higher)

Bidders are required to submit a Self-Certificate in the following format, along with the Proof of payment against the Purchase Order(s)/ Rate Contract(s) and Commissioning Certificate(s) (in case of Equipment, P&M, etc. where installation & commissioning is required):

"The items covered in the Purchase Order(s)/ Rate Contract(s) copies enclosed

with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(s)/ Rate Contract(s) for minimum one year from the date of commissioning and all the complaints/ claim(s) lodged by the purchaser, if any, have been attended to and no complaints/ claim(s) are pending."

In case, any specific Purchase Order(s) has/have not been fully executed and any complaint/claim is pending, then details of such cases to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.

The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be their responsibility and appropriate action will be taken by CMPDIL if it is subsequently found to be misleading/false/forged.

Note:

Acceptance Criteria for similar Equipment:

In case, the bidder claims provenness of the quoted model based on similar equipment, the similar equipment should have performed satisfactorily for a minimum period of one year from the date of commissioning and the quoted model should have worked for a minimum period of six months from the date of commissioning within the window period of 5 years.

In case the bidder claims provenness of the quoted model based on similar equipment and the similar equipment has performed satisfactorily for a minimum period of one year from the date of commissioning, but the quoted model has not worked for a minimum period of six months, the offer may be accepted subject to the conditions mentioned under here under:

a. The quoted model should have been designed, manufactured and supplied to the end-user but has not been commissioned or if commissioned, has not completed six months of operation after the commissioning. Documentary evidence for past supply of the quoted model is to be provided along with the offer.

or

The quoted model is an upgraded version of the existing model with improved and the latest drive line/system etc. and has not been manufactured and/or supplied earlier. In such case, the basic model should remain the same. Documentary evidence of past supply of the existing model whose upgraded version has been offered, is to be provided along with the offer.

b. (i) The successful bidder will be allowed to supply the quantity (or quantity of the first lot) as indicated in Schedule of Requirement.

(ii) The firm shall be required to furnish additional Performance Bank Guarantee of 100% of the total landed value of equipment along with spares & consumables for warranty period for the quantity.

c. On satisfactory performance of all the equipment/first lot (if applicable) for one year from the date of commissioning [to be certified by the Hea

d of the User Dept.], clearance shall be obtained from the order issuing authority for supply of the remaining quantity, if any, as per Schedule of Requirement.

d. The additional 100% Performance Bank Guarantee shall be returned only after satisfactory performance of all the equipment/first (if applicable) lot for one year from the date of commissioning.

e. The original 10% PBG for the total contract value will be retained for entire contract period.

f. In case of unsuccessful performance of the equipment/first lot (if applicable) supplied by the firms who qualify as per above clauses, the following shall be applicable:

i) The 100% Additional Performance Bank Guarantee for the equipment/first lot (if applicable) shall be encashed by CMPDI. Consequent upon the encashment of the 100% Bank Guarantee due to non-achievement of stipulated minimum availability percentage, the Supplier shall take back the equipment at no cost to the Purchaser and the contract for the balance quantity shall be cancelled.

ii) The original 10% performance bank guarantee shall be returned to the supplier after recovery of penalty for non-achievement of guaranteed availability in respect of equipment/first lot (if applicable).

iii) The performance of any individual equipment/first lot (if applicable) under this clause shall not be considered for provenness in future tenders of CIL & subsidiaries for any capacity of this type of equipment.

iv) In case of equipment imported under Project Concessional Duty (PCD), the amount of Customs Duty Concession i.e. the differential amount of Normal Customs Duty (NCD) and PCD availed during import shall be recovered from the supplier with interest for refund to the Customs Authorities. The supplier shall deposit such amount to the purchaser on demand else the same shall be recovered from the Security Deposit Bank Guarantee / Performance Bank Guarantee of the supplier.

Exemption from Prior experience - prior turnover criteria for Startup, Micro and Small Enterprises (MSEs) in Public Procurement:

Prior experience and prior turn over criteria is not applicable for Startup & MSEs in respect of either of the following situations and no further documents regarding provenness will be required to be submitted by this category of Bidders.

a) If Bidders have submitted documents to prove the Startup / MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc., the Tender Inviting Authority, if required, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'PROFORMA for Equipment and Quality Control' (as per the format at **Annexure-I** attached under '**Buyer added Bid specific ATC**') has been enclosed in the tender documents and

such MSEs/ STARTUPS should submit the details of plant & machinery, quality control arrangements, etc., in the above PROFORMA along with their bids for verification of their technical capability.

If required, a techno-commercial team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of the tenders.

b. If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered, provided date of such reports is not more than one year from the date of opening of bids.

In case there is deficiency in technical capacity of the firm, the same shall be communicated to them by the Tender Inviting Authority for improvement in the quality of their product for future tenders, clearly indicating that their offer can not be considered for relaxation against the tender in question and to avoid any future complications. The issues relating to Technical capability may be decided by the Head of the Technical Department.

c. If Bidders have submitted documents to prove the startup / MSE status for the tendered item and whose products are ISI marked / DGMS approved / covered under DGS&D Rate Contracts on them / current holding Rate Contracts with CIL or its Subsidiary for supply of the tendered item / supplied and proven in CIL or its Subsidiary Companies / Proven product of the Ancillary unit of a Subsidiary Company of CIL, they will be required to submit the applicable related documents, duly self-attested, for relaxation: -

- Valid BIS Marking License for the quoted items on them.

OR

- Rate contract as issued by CIL / any other Subsidiary for the quoted items on them.

OR

- Valid DGMS Approval certificate for the quoted items on them.

OR

- Proven Ancillary certificate issued by Subsidiary Companies for the quoted items on them.

The Document (s) / Certificate (s), by the Bidders for ISI marking and DGMS approval for any relaxation should be valid as on date of tender opening and a copy of such document / certificate valid as on date of supply, duly self-attested, must accompany their bill(s).

N.B.:

a. Definition and Eligibility of Startup shall be in line with OM vide letter no. F-20/2/2014 PPD (pt.) Dtd. 25.07.2016 of Under Secretary to GOI, Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi, with subsequent amendments, if any.

b. Definition of MSEs shall be as per Public Procurement 2012, with subsequent amendments, if any.

B. Payment to MSME through TReDS:

In order to improve the Working Capital of MSME Vendors, Govt has given Guidelines for Payment to MSMEs through TReDS (Trade Receivable Discounting System). CMPDI is already on Board at TReDS platform of Receivable Exchange of India Ltd. (RXIL) with its Membership Code: **CE0000779**

The contact details of RXIL-

Website : www.rxil.in

Portal : www.treds.in

Contact Person : (1) Ms Upasana Majumder (Mob [8697212759](tel:8697212759);

E-mail upasana.majumder@rxil.in)

(2) Mr. Mainak Mandal (Mob [9475622182](tel:9475622182);

E-mail mainak.mandal@rxil.in)

The willing MSME Vendors, who are participating in this tender should ensure about their respective on-boarding at RXIL and should mention their **Membership Code** in their offer.

The MSMEs by on-boarding at RXIL shall be deemed to have agreed for payment through TReDS platform of RXIL by following prescribed procedures regarding factoring of invoices etc. at the said platform. Bidders to provide an Undertaking as per the format at **Annexure -II** attached under '**Buyer added Bid specific ATC**'.

C. SECURITY-CUM-PERFORMANCE BANK GUARANTEE:

The successful Bidder shall furnish a Performance Guarantee, towards performance of the supply order / contract, equivalent to 10% of the total value of the supply order / contract as per the format at **Annexure - IV** attached under 'Buyer added Bid specific ATC'. The value of the Order will be arrived at by adding all the taxes and duties applicable, such as CGST, SGST or IGST or UT-GST, etc., to the FOR Destination price of the material as applicable on the date of tender opening.

The BG shall be issued by a RBI Scheduled Bank in India on SFMS platform and shall be irrevocable and unconditional. CMPDI shall have the powers to invoke it notwithstanding any dispute or difference between contractors and CMPDI, pending before the court, tribunal, arbitrator or any other authority. The Issuing Bank have to send the BG details through SFMS platform to our bank, details of which are as follows:

Name of Bank: State Bank of India; **Branch:** CMPDI Branch; **IFSC:** SBIN0005598; **A/c No:** 10106155087

Address: Gondwana Place, Kanke Road, CMPDIL Campus, Ranchi - 834008.

Such Bank Guarantee should remain valid till 3 months after completion of warranty period of all the equipment/ items covered in the contract. The release of the Performance Bank Guarantee(s) shall be subject to satisfactory performance of the equipment/item during the warranty period and fulfilment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Bank Guarantee will have to be extended, if required.

In case the bidder does not have after sales service support facilities in India and if an undertaking has been submitted along with the offer that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the equipment commissioned, then the successful Bidder shall furnish an additional Performance Guarantee equivalent to 30% of the total value of

the supply order / contract to remain valid for the entire Warranty period + 3 month for entering into AMC/ CAMC, if any + additional 3 months for claim period. This 30% PBG shall be released after establishment of after sales service support facility in India, subject to confirmation of the same by the concerned Head of Technical Department. However, the supplier has to submit PBG of 10% of the total contract as stated above. This 10% PBG will be released after satisfactory performance of all equipment/items and fulfilment of contractual obligations including warranty obligations.

If Performance Guarantee is submitted in the form of 'Bank Guarantee' the original instrument thereof shall be retained by CMPDI after its relinquishment / absolution and returned only against specific request, after completion of the claim period.

In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract stipulations, the PBG amount may deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.

N.B.: In case of forfeiture of the Performance Bank Guarantee, GST will be accounted for as per applicable provisions.

D. Payment Terms:

1. Payment for 80% value of the equipment and accessories with 100% taxes and duties and other charges shall be released within 21 days after delivery of the equipment and receipt & acceptance of Performance Bank Guarantee or submission of bills complete in all respects, whichever is later.

2. Payment for balance 20% value of the equipment and accessories shall be released within 21 days after successful commissioning, testing, training and final acceptance of the equipment (along with the accessories) and upon presentation of certificates from the User Dept. to the effect that the equipment has been successfully commissioned or submission of bills complete in all respects, whichever is later.

*Number of days allowed for Installation, Commissioning, Testing and Training after product delivery or communication of site readiness/ readiness by user dept. to seller: **30 Days.***

E. List of documents to be submitted by the bidder with the Bid Offer:

1. MSE Certificate, if applicable.
2. OEM Authorization/Distributor Authorization/Self Manufacturer certificate.
3. Documents as per Proven-ness criteria.
4. Proforma for Equipment and Quality Control, if applicable (Annexure - I attached under 'Buyer added Bid specific ATC').
5. Undertaking for using TReDS Platform of RXIL, if applicable. (Annexure - II attached under 'Buyer added Bid specific ATC').
6. Certification for Local Content - Make in India Compliance (Annexure - III attached under 'Buyer added Bid specific ATC').
7. Integrity Pact, if applicable.
8. Any other document as per bid document.

19. Buyer Added Bid Specific ATC

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

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---