



अनुबंध | Contract
SO No-00165 Dt 24-03-2025

अनुबंध क्रमांक | Contract No: GEMC-511687735566033
अनुबंध तिथि | Generated Date : 24-Mar-2025
बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5417630](#)

संगठन विवरण Organisation Details प्ररूप Type : Central PSU मंत्रालय Ministry : Ministry of Coal विभाग Department : COAL INDIA LIMITED संगठन का नाम Organisation Name : Central Mine Planning and Design Institute Limited कार्यालय क्षेत्र Office Zone: Headquarters Ranchi Jharkhand				खरीदार विवरण Buyer Details पद Designation : Deputy Manager E and M संपर्क नंबर Contact No. : 700-4071236- ईमेल आईडी Email ID : himanshusingh.cil@nic.in जीएसटीआईएन GSTIN : 20AAACC7475N1ZI MATERIAL MANAGEMENT DEPARTMENT, CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED, GONDWANA PLACE, KANKE ROAD, RANCHI, JHARKHAND-834008, India पता Address :			
वित्तीय स्वीकृति विवरण Financial Approval Detail आईएफडी सहमति IFD Concurrence : Yes प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: GM (MM) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Sr. Manager (Finance)				भुगतान प्राधिकरण विवरण Paying Authority Details Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Manager Finance ईमेल आईडी Email ID : deepak.sabharwal@coalindia.in जीएसटीआईएन GSTIN : 20AAACC7475N1ZI FINANCE DEPARTMENT, CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED, GONDWANA PLACE, KANKE ROAD, RANCHI, JHARKHAND-834008, India पता Address:			
विक्रेता विवरण Seller Details जेम विक्रेता आईडी GeM Seller ID : EC0A180000110689 कंपनी का नाम Company Name : THERMO FISHER SCIENTIFIC INDIA PRIVATE LIMITED संपर्क नंबर Contact No. : 02267162200 ईमेल आईडी Email ID : pawan.sharma@thermofisher.com पता Address : 403-404,DELPHI B WING.,HIRANANDANI BUSINESS PARK,POWAI, MUMBAI, MAHARASHTRA-400076, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 27AABCT3207A1ZZ (R) , (M) , 36AABCT3207A1Z0 (S) , 27AABCT3207A1ZZ (M) , (M) खरीदार द्वारा मूल्यांकित एमआईआई स्थिति MII Status as evaluated by buyer : Verified खरीदार द्वारा सत्यापित एमएसएमई स्थिति MSME Status as verified by buyer : Not Verified							
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा GST / Tax invoice to be raised in the name of - Consignee							
वितरण निर्देश Delivery Instructions : NA							
उत्पाद विवरण Product Details							
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)	
1	उत्पाद का नाम Product Name : Inductively Coupled Plasma Mass Spectrometry System (ICP-MS) ब्रांड Brand : Thermo Scientific ब्रांड प्रकार Brand Type : NA कैटलॉग की स्थिति Catalogue Status: NA कैसे बेचा जा रहा है Selling As : NA श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : NA (-) मॉडल Model: iCAP RQ Plus एचएसएन कोड HSN Code: HSN not specified by seller	1	pieces	17,794,860	जीएसटी GST (18%) : 2,714,470.169 जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST1 (100%) : 2,714,470.169 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	17,794,860	
कुल ऑर्डर मूल्य Total Order Value (in INR)						17,794,860	
परेषिती विवरण Consignee Detail							
				लॉट नंबर	दिनांक के बाद डिलीवरी शुरू	वितरण पूरा कब तक करना है Delivery To	

क्र.सं. S.No	परोक्षी Consignee	वस्तु Item	Lot No.	मात्रा Quantity	करना है Delivery Start After	Be Completed By
1	पद Designation :- ईमेल आईडी Email ID : jc.joshi@coalindia.in संपर्क Contact :- 8987788900- जीएसटीआईएन GSTIN : 20AAACC7475N1ZI पता Address : MATERIAL MANAGEMENT DEPARTMENT, CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED, GONDWANA PLACE, KANKE ROAD, RANCHI, JHARKHAND-834008, India	Inductively Coupled Plasma Mass Spectrometry System (ICP-MS)	-	1	24-Mar-2025	22-Jul-2025
Product Specification for Inductively Coupled Plasma Mass Spectrometry System (ICP-MS)						
विनिर्देश Specification		उप-विनिर्देश Sub-Spec			मूल्य Value	
Custom Specification		Custom Specification			Yes	
व्यापक रखरखाव के लिए शुल्क Comprehensive maintenance charges for Inductively Coupled Plasma Mass Spectrometry System (ICP-MS)						
सेवा वर्ष Service Year		सीएमसी प्रतिशत CMC Percentage		कर द्विभाजन Tax Bifurcation		
CMC charges for 1 st year after warranty period in % of cost of equipment		4%		जीएसटी GST: 18% जीएसटी उपकर 1 GST Cess 1: 0% जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST: 100% जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 : 0%		
CMC charges for 2 nd year after warranty period in % of cost of equipment		4.5%				
विक्रेता विशिष्टता दस्तावेज़ Seller Specification Document:						
1. SpecificationDocument1		mkp.gem.gov.in/catalog_data/catalog_support_document/50/10/618/CatalogAttrs/SpecificationDocument/2024/10/24/2024_10_24_16_22_52_br-001635-icap-rq-plus-icp-ms-p_2024-10-24-16-22-58_feca950069a ca5e6b80f44394738c3ba.pdf				
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. SpecificationDocument		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/3916702/54/78/703/CatalogAttrs/SpecificationDocument/2024/9/19/tps_icp-ms_2024-09-19-16-55-57_001ac46e92696fcee0e7808f77bc af9.pdf				
शुद्धिपत्र Corrigendum						
1. तक बढ़ाया गया Extended Upto : 2024-10-25 10:00:00						
सीएमसी के लिए अतिरिक्त खंड Additional Clauses for CMC						
1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period. 2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period. 3.GST shall be included in the CMC Charges quoted. 4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula.A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value. 5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user. 6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 10 years can be chosen for CMC charges beyond warranty period. 7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost. 8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges. 8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected: CMC charges for 1st year after warranty period- Percentage to be indicated- A1 CMC charges for 2nd year after warranty period- Percentage to be indicated- A2 CMC charges for 3rd year after warranty period - Percentage to be indicated- A3 CMC charges for 4th year after warranty period - Percentage to be indicated- A4 CMC charges for 5th year after warranty period - Percentage to be indicated- A5 Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable. 8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid. 8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below includingCMC and then show the inter-se-ranking of the bidders. The following are the variables (i) Number of years for which CMC required.						

(ii) Number of years of product warranty
The formula for calculating total cost including CMC charges shall be as under:
Total Cost for evaluation=
 $C + C * \{ (A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}) \}$ and so on
C – Cost for equipment quoted and n shall be number of years of product warranty specified.
If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1, A2, A3, A4 & A5 shall depend on how many years CMC selected. For 3 year CMC, only A1, A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.
8.4. CMC charges offered for each subsequent year should be same or higher than preceding year.
8.5. The CMC charges shall be offered within range of 3 to 10% of cost of equipment.
9. Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.
10. Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.
11. In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.
12. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	NA

आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

- Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
- For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
- For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
- For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
- For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 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) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable
- 1.3 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.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 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 %.

2.2 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](#)

2.3 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.

2.4 Generic

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.

2.5 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.

2.6 Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

2.7 Generic

Scope of supply includes Training: Number of employees to be trained

8

, Place for Training

CMPDI HQ, Ranchi

and Duration of training

7

days.

2.8 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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2.9 Generic

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

2.10 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.

2.11 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.

2.12 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.

2.13 Inspection

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

Not Applicable

Post Receipt Inspection at consignee site before acceptance of stores:

Material are subjected to inspection by CC Lab, CMPDI HQ at consignee's end.

2.14 Forms of EMD and PBG:

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

CMPDIL

payable at

Ranchi

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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.

2.15 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

CMPDIL

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.

2.16 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

2.17 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.

2.18 Warranty:

Warranty period of the supplied products shall be 3 years 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.

2.19 Warranty:

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 2 years for the offered products at the rate not more than 10 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Biannually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of

all spares and consumables

(Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

2.20 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.

2.21 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 3 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.

2.22 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

A. Qualifying Criteria:

- **Procurement from established & proven sources:**

Procurement against this tender shall be made only for proven items from established & proven sources, who fulfill 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 in stallation & 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 a 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 Head 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 proven-ness 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 'PROFO RMA for Equipment and Quality Control' (as per the format at Annexure-I attached under 'Buyer uploaded ATC document') 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 cannot 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 uploaded ATC document'.

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 uploaded ATC document'. 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 be 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: 45 Days.

E. List of documents to be submitted by the bidder with their 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 uploaded ATC document').
5. Undertaking for using TReDS Platform of RXIL, if applicable. (Annexure - II attached under 'Buyer uploaded ATC document').
6. Certification for Local Content - Make in India Compliance (Annexure - III attached under 'Buyer uploaded ATC document').
7. Integrity Pact, if applicable.
8. Any other document as per bid document.

***Note: Estimated Value of the tender is equal to Estimated Value of the Equipment with all Accessories (As per TPS) and 2 - year CAMC (Comprehensive Annual Maintenance Contract) charges (after 3-year standard warranty).

2.23 Buyer Added Bid Specific ATC:

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

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

Subject: Procurement of 01 No. Inductively Coupled Plasma Mass Spectrometry System (ICP-MS) for CC Lab, CMPDI HQ, Ranchi.

Please find attached herewith supply order copy (contact) placed on M/s Thermo Fisher Scientific India Pvt. Ltd., Mumbai through GeM Portal.

Gem Contract No.	Date	Item	Qty. (No.)	Unit Rate (₹)	Amount (₹)
GEMC-511687735566033	24.03.2025	Inductively Coupled Plasma Mass Spectrometry System (ICP-MS)	1	1,77,94,860.00	1,77,94,860.00
Total Landed Value FOR Destination					1,77,94,860.00

Inspection Authority: GM (CC Lab), CMPDI (HQ) or his authorized representative.

Indenter: CC Lab, CMPDI (HQ), Ranchi.

MSE Status: Non-MSE

MII Compliance: Class-I

Payment Mode: Offline

SAP Order No.: 5800311239

Vendor Code: 10033628

HIMANSHU SINGH

SANTOSH KUMAR CHOUDHARY

MANAGER (E&M/MM)

SENIOR MANAGER (GEO/MM)

प्रतिलिपि प्रेषण :-

- मुख्य सतर्कता अधिकारी, सी एम पी डी आई, राँची ।
- महाप्रबन्धक (CC Lab) सी एम पी डी आई, राँची । [They are requested to enter into the CMC contract, off-line, as per rate terms and conditions of this supply order after taking competent approval and due Budget Certification and operate the same from their end after expiry of warranty.]
- महाप्रबन्धक (वित्त), सी एम पी डी आई, राँची ।
- महाप्रबन्धक (सामग्री प्रबंधन), सीएमपीडीआई, राँची- महोदय के सादर सूचनार्थ ।
- HOD (Stores), सी एम पी डी आई, HQ
- सचिव-निदेशकमहोदय के सादर सूचनार्थ । (T/CRD)
- बिल प्रभाग, सामग्री प्रबन्धन विभाग, सीएमपीडीआई, राँची
- मास्टर संचिका ।

नोट :-

उक्त आदेश जारी करने के लिए वित्तीय सहमति दिनांक 11.03.2025 एवं सक्षम अधिकारी का अनुमोदन दिनांक 12.03.2025 (द्वारा डायरी संख्या E-1339010) को प्राप्त है ।

संदर्भ :-

CC Lab विभाग के सैप इंडेंट 1300190885 दिनांक: 20.03.2025, सामग्री प्रबन्धन विभाग के इंडेंट निबंधन संख्या :- एमएम/इंडेंट/57 दिनांक 20.09.2024 एवं बजट प्रमाण संख्या :- R/40800018/76/56,F.Y-2024-25,DT-19.03.2025, Rs.1,77,94,860/-

MANAGER (E&M/MM)

SR. MANAGER (GEO/MM)