



SO No.00166 dt 27-03-2025

अनुबंध | Contract

अनुबंध क्रमांक | Contract No: GEMC-511687721030061

अनुबंध तिथि | Generated Date : 27-Mar-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5626661](#)

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details	
प्ररूप Type :	Central PSU	पद Designation :	My Manager
मंत्रालय Ministry :	Ministry of Coal	संपर्क नंबर Contact No. :	0651-2792357-
विभाग Department :	COAL INDIA LIMITED	ईमेल आईडी Email ID :	ankit.rawal@nic.in
संगठन का नाम Organisation Name :	Central Mine Planning and Design Institute Limited	जीएसटीआईएन GSTIN :	20AAACC7475N1ZI
कार्यालय क्षेत्र Office Zone:	Headquarters Ranchi Jharkhand	पता Address :	MATERIAL MANAGEMENT DEPARTMENT, CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED, GONDWANA PLACE, KANKE ROAD, RANCHI, JHARKHAND-834008, India

वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राधिकरण विवरण Paying Authority Details	
आईएफडी सहमति IFD Concurrence :	Yes	Role:	PAO
प्रशासनिक अनुमोदन का पदनाम	GM(MM)	भुगतान का तरीका	Offline
Designation of Administrative Approval:		Payment Mode:	
वित्तीय अनुमोदन का पदनाम	SM(F)	पद Designation :	Manager Finance
Designation of Financial Approval :		ईमेल आईडी Email ID :	deepak.sabharwal@coalindia.in
		जीएसटीआईएन GSTIN :	20AAACC7475N1ZI
		पता Address:	FINANCE DEPARTMENT, CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED, GONDWANA PLACE, KANKE ROAD, RANCHI, JHARKHAND-834008, India

विक्रेता विवरण Seller Details	
जेम विक्रेता आईडी GeM Seller ID :	6JVL230008848480
कंपनी का नाम Company Name :	HYPHER INDIA
संपर्क नंबर Contact No. :	08808468000
ईमेल आईडी Email ID :	hyperindia@gmail.com
पता Address :	614/286,Dudauli Marg, Anna Market,Dudauli Marg, Anna Market,Faizullahganj LUCKNOW, Lucknow, UTTAR PRADESH-226021, -
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-UP-50-0096299
जीएसटीआईएन GSTIN:	09AAQFH1416H1ZB (R)
खरीदार द्वारा मूल्यांकित एमआईआई स्थिति MII Status as evaluated by buyer :	Not Verified
खरीदार द्वारा सत्यापित एमएसएमई स्थिति MSME Status as verified by buyer :	Not Verified
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Male

*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 : HYPHER-UNINTERN JOBS PRIVATE LIMITED Type/Category/Class of TV set Smart TV(2) Actual Screen Size (inches) 55 LED (Light Emitting Diode) ब्रांड Brand : HYPHER-UNINTERN JOBS PRIVATE LIMITED ब्रांड प्रकार Brand Type : Unregistered Brand कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM verified Reseller श्रेणी का नाम और चतुर्भासा Category Name & Quadrant : Television (TV) (V2) (Q2) मॉडल Model: 55HH324X एचएसएन कोड HSN Code: HSN not specified by seller	1	set	34,500	जीएसटी GST (28%) : 7,546.875 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 GSTI (100%) : 7,546.875 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	34,500
कुल ऑर्डर मूल्य Total Order Value (in INR)						34,500

परेष्ठी विवरण | Consignee Detail

क्र.सं. S.No	प्रेषिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
1	<p>पद Designation :- ईमेल आईडी Email ID : jc.joshi@coalindia.in संपर्क Contact : +91 987788900- जीएसटीआईएन GSTIN : 20AAACC7475N1ZI पता Address : MATERIAL MANAGEMENT DEPARTMENT, CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED, GONDWANA PLACE, KANKE ROAD, RANCHI, JHARKHAND-834008, India</p>	<p>HYPHER--UNINTERN JOBS PRIVATE LIMITED Type/Category/Class of TV set Smart TV(2) Actual Screen Size (inches) 55 LED (Light Emitting Diode)</p>	-	1	27-Mar-2025	26-Apr-2025
Product Specification for HYPHER--UNINTERN JOBS PRIVATE LIMITED Type/Category/Class of TV set Smart TV(2) Actual Screen Size (inches) 55 LED (Light Emitting Diode)						
विवरण Specification	उप-विवरण Sub-Spec	मूल्य Value				
Generic	Description	A television set or television receiver (more commonly known as TV) is an electronic device for the purpose of receiving of broadcast of video & audio content as per applicable TV broadcast System like NTSC/ PAL etc. It enable the user to viewing and hearing programs and news etc as broadcasted / television broadcasts and may have additional capabilites to view other infomative programs over internet.				
	Intended Application	To receive and play TV Broadcast programs. It is different from monitor which is used as output device in IT systems.				
	Type/Category/Class of TV set	Smart TV(2)				
	Display Type/Technology	LED (Light Emitting Diode)				
	Nominal Screen Size Range (Inches)	more than 54inch upto 62 inch				
	Actual Screen Size (inches)	55				
Performance & Features	Audio Power (minimum)	12W x 2				
	Maximum Resolution (Pixels) supported	4K Ultra HD (UHD): 3840x2160				
	Operating System	Android				
	Static contrast Ratio	3000 : 1				
	Typical Brightness (Nits)	300 - 399				
	Actual Brightness (Nits)	350				
	Minimum Number of Television Channels supported (at RF input)	32				
	Salient Feature	Inbuilt Speakers,Table mount(legs),Wall Mount bracket				
Power	Optional Feature	Sub Woofers,HDR (High Dynamic Range),Screen Mirroring,Built-in Wi-fi,Wi-fi Direct,Bluetooth,LAN				
	Other Features	NA				
RF Input & Connectivity Ports	Input Power Rated Voltage	230 (+-10%), 50Hz				
	BEE Star Rating	3 star				
Accessories	Input port	RF Input,VIDEO Component Input,Composite Input,AUXILIARY AUDIO INPUT,1-HDMI Port,1-USB Port,1-Ethernet Port				
	Output Port	AUDIO OUTPUT,NA				
	RF Tuner Band	UHF & VHF				
Environmental Operating Condition	Accessories (included in the scope of supply)	Remote Control,Wall Mounting Bracket,Stand				
	Optional Accessories	NA				
Buyer specific requirements	Minimum Operating Temperature (Degree C)	0				
	Maximum Operating Temperature (Degree C)	40				
	Operating Humidity (%RH)	80				
Seller declared values	Buyer specific requirements	NA				
	Max Power Consumption (Watts)	140				
	Power Consumption in standby Mode (Watts)	1				

	Overall Dimensions (Length x Breadth x Depth) (mm x mm x mm)	1240 x 720 x 90
	Gross Weight (Kg)	13.5
Warranty, Installation Commissioning	Comprehensive Standard Warranty(Years)	1
	Warranty on Display only (Years)	1
	Installation & Commissioning	Yes
Certification / Test Report	Type of lab which carried out Test of Complete Product to prove the conformity of product as per Governing Specification	Certificate of Govt.Lab/NABL/ILAC accredited
	Agree to provide all relevant documents Test Report/suporting document /reports etc to the buyer at the time of bidding or on demand	Yes
	BIS Registration as per CRS of Meity	Yes as per IS:616

उत्पाद का बीआईएस लाइसेंस | BIS license of the product: 93023213

व्यापक रखरखाव के लिए शुल्क | Comprehensive maintenance charges for HYPER-UNINTERN JOBS PRIVATE LIMITED Type/Category/Class of TV set Smart TV(2) Actual Screen Size (inches) 55 LED (Light Emitting Diode)

सेवा वर्ष Service Year	सीएमसी प्रतिशत CMC Percentage	कर विभाजन Tax Bifurcation
CMC charges for 1 st year after warranty period in % of cost of equipment	10%	जीएसटी GST: 28% 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	10%	
CMC charges for 3 rd year after warranty period in % of cost of equipment	10%	
CMC charges for 4 th year after warranty period in % of cost of equipment	10%	

खरीदार परिभाषित अतिरिक्त विशेषता के लिए | Buyer Defined Additional Specification for HYPER--UNINTERN JOBS PRIVATE LIMITED Type/Category/Class of TV set Smart TV(2) Actual Screen Size (inches) 55 LED (Light Emitting Diode)

विवरण Specification	मूल्य Value
Additional Accessories	HDMI Cable- 20 mtr compatible between PC & TV

सीएमसी के लिए अतिरिक्त खंड | Additional Clauses for CMC

- 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.
- CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
- GST shall be included in the CMC Charges quoted.
- 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.
- The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.
- 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.
- 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.
- 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 including CMC 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 scope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

नियम और शर्तें| Terms and Conditions

1. Special terms and conditions- Version:2 effective from 16-10-2024

1.1 Note to Buyers:

The Central Ministries/ Departments and other government buyers, as applicable, shall note that this category is covered under Scheme - II (Compulsory Registration Scheme) of BIS (Bureau of Indian Standards).

Compulsory registration of goods / articles in this category shall conform to IS 616: 2017 and shall bear the "Standard Mark" under a license from the Bureau of Indian Standards as per Scheme-II of Schedule-II of Bureau of Indian Standards(Conformity Assessment) Regulations, 2018.

Buyer shall verify and confirm compliance with the applicable BIS order during the procurement and fulfillment process.

Buyer shall validate and confirm the comprehensive warranty terms and conditions during the procurement process.

Note to Sellers:

Sellers shall offer and supply products conforming to the corresponding Indian Standard and mandatorily registration as per Scheme-2 of BIS.

Non-compliance shall result in action as per GeM IM policy.

Buyers and sellers may refer to the relevant S.O at <https://www.bis.gov.in/product-certification/products-under-compulsory-certification/scheme-ii-registration-scheme/>

2. General Terms and Conditions-

2.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

2.2 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

2.3 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.

3. Buyer Added Bid Specific Terms and Conditions-

3.1 *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.

3.2 *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 %.

3.3 *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.

3.4 *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.

3.5 *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

3.6 *Generic*

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

3.7 *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 specification

.

3.8 *Generic*

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

3.9 *Generic*

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

3.10 *Scope of Supply:*

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

3.11 *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 ME Department, CMPDI (HQ) at consignee's end.

3.12 *Certificates:*

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

3.13 *Warranty:*

Warranty period of the supplied products shall be 1 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.

3.14 *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:

- Performs almost identical operations as the quoted model.
- Should be equal to or higher than the tendered capacity.
- 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:

- 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.

- (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.

- 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.

- 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 proveness 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 '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 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 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 FOB 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: 10106155007
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: 30 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 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.**

3.15 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.

3.16 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 घटेख 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.

विषय: ME Lab विभाग, सीएमपीडीआई (मुख्यालय) के लिए TV Set Smart (TV) की खरीद हेतु।

मेसर्स HYPHER INDIA (स्वीकृत सीआईएल विक्रेता कोड: 10103575) को GeM पोर्टल के माध्यम से दिए गए आपूर्ति आदेश की प्रति (जेम अनुबंध) संलग्न कृपया देखें।

GeM अनुबंध संख्या	दिनांक	आइटम विवरण	मात्रा (संख्या)	यूनिट दर (₹)	कुल राशि (₹)
00166/GEMC-511687721030061	27.03.2025	55' Smart TV	01	34,500.00	34,500.00
गंतव्य के लिए कुल लैंडेड मूल्य					34,500.00

निरीक्षण प्राधिकारी: HoD (ME Lab विभाग) सीएमपीडीआई (मुख्यालय) या उनके द्वारा अधिकृत प्रतिनिधि।

इंडेंटर: ME Lab विभाग, सीएमपीडीआई (मुख्यालय), रांची।

एमएसई : एमएसई (सामान्य)

एमआईआई अनुपालन: लागू नहीं

भुगतान का प्रकार: ऑफलाइन

एसएपी आदेश संख्या: 5100016074

Purchase Preference (MSE/MII) Given: No

[अंकित रावल]
उप-प्रबंधक (सामग्री प्रबंधन)

प्रतिलिपी प्रेषण:-

- मुख्य सरकता अधिकारी, सी एम पी डी आई, राँची।
- सचिव - निर्देशक (तकनीकी/सीआरडी)- महोदय के सादर सूचनार्थ।
- महाप्रबन्धक (विल), सी एम पी डी आई, राँची।
- HoD (ME), सी एम पी डी आई, राँची I- The CMC contract should be concluded from their end off-line (after expiry of warranty) as per rate, terms and conditions of the supply order on taking due approval and Budget Certifications. The ME division shall operate the CMC contract from their end.
- महाप्रबन्धक (सामग्री प्रबन्धन विभाग), सी एम पी डी आई, राँची – महोदय के सादर सूचनार्थ।।
- डिपो अधिकारी, सी एम पी डी आई।
- बिल प्रभाग, सामग्री प्रबन्धन विभाग, सीएमपीडीआई, राँची।
- मास्टर सचिव।

नोट :-

उक्त आदेश जारी करने पर सक्षम अधिकारी का अनुमोदन दिनांक 27.03.2025 एवं वित्तीय सहमति दिनांक 27.03.2025 (द्वारा डायरी संख्या e-1636545) को प्राप्त है।

संदर्भ :-

ME Lab के सैप इंडेंट 1300165039, सामग्री प्रबन्धन विभाग के इंडेंट निबंधन संख्या :- एमएम/इंडेंट/76 दिनांक 20.11.2024 एवं बजट प्रमाण संख्या :- C/20000080/8000/50/61, FY-2024-25, DT-09.10.2024.

प्रदर्शन सुरक्षा/ईपीबीजी: लागू नहीं

उप-प्रबंधक (सामग्री प्रबंधन)