

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण / Bid Details                                                                                                                                |                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| बिड बंद होने की तारीख/समय / Bid End Date/Time                                                                                                          | 11-11-2026 17:00:00                                                                                                                                                                                        |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time                                                                                                         | 12-11-2026 17:00:00                                                                                                                                                                                        |
| बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)                                                                            | 120 (Days)                                                                                                                                                                                                 |
| मंत्रालय/राज्य का नाम / Ministry/State Name                                                                                                            | Ministry Of Coal                                                                                                                                                                                           |
| विभाग का नाम / Department Name                                                                                                                         | Coal India Limited                                                                                                                                                                                         |
| संगठन का नाम / Organisation Name                                                                                                                       | Central Mine Planning And Design Institute Limited                                                                                                                                                         |
| कार्यालय का नाम / Office Name                                                                                                                          | Cmpdi Regional Institute 7 Bhubaneswar                                                                                                                                                                     |
| शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal                                                                                 | HOD Email id :venkat.mishra@coalindia.in<br>Buyer Email id: dara.shyamsundar@coalindia.in                                                                                                                  |
| कुल मात्रा / Total Quantity                                                                                                                            | 1                                                                                                                                                                                                          |
| वस्तु श्रेणी / Item Category                                                                                                                           | Inductively Coupled Plasma Optical Emission Spectroscopy (ICP- OES)                                                                                                                                        |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS                                                                                    | Inductively Coupled Plasma Optical Emission Spectroscopy (ICP- OES)                                                                                                                                        |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS                                                                                   | Inductively Coupled Plasma Mass Spectrometer (ICPMS) with Accessories (GSI)                                                                                                                                |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification                                                              | <ul style="list-style-type: none"> <li>Inductively Coupled Plasma Mass Spectrometer (ICPMS) with Accessories (GSI)</li> <li>Infrared Spectroscopy System</li> <li>Optical Emmision Spectrometer</li> </ul> |
| पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर / Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years) | 46.65 Lakh (s)                                                                                                                                                                                             |
| टर्नओवर पात्रता मानदंड / Turnover eligibility criteria                                                                                                 | To be verified by the buyer at the time of technical evaluation                                                                                                                                            |
| वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover                                           | Yes   Complete                                                                                                                                                                                             |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover                           | Yes   Complete                                                                                                                                                                                             |

| बिड विवरण/Bid Details                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller                                                                                                                                                             | Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC)<br>*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 |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)                                                                                                                                                                                                                       |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension                                                                                | 3                                                                                                                                                                                                                                                                                                                                                                                            |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended                                                                                                      | 7                                                                                                                                                                                                                                                                                                                                                                                            |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count                                                                                                                                            | 1                                                                                                                                                                                                                                                                                                                                                                                            |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled                                                                                                                                                                       | Yes                                                                                                                                                                                                                                                                                                                                                                                          |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule                                                                                                                                                                         | H1-Highest Priced Bid Elimination                                                                                                                                                                                                                                                                                                                                                            |
| क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer                                                                                                                                                                       | Yes                                                                                                                                                                                                                                                                                                                                                                                          |
| व्यापक रखरखाव शुल्क आवश्यक / Comprehensive Maintenance Charges Required                                                                                                                                                  | Yes                                                                                                                                                                                                                                                                                                                                                                                          |
| बिड का प्रकार/Type of Bid                                                                                                                                                                                                | Two Packet Bid                                                                                                                                                                                                                                                                                                                                                                               |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation                                                                                        | 7 Days                                                                                                                                                                                                                                                                                                                                                                                       |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)                                     | No                                                                                                                                                                                                                                                                                                                                                                                           |
| अनुमानित बिड मूल्य / Estimated Bid Value                                                                                                                                                                                 | 15510775                                                                                                                                                                                                                                                                                                                                                                                     |
| Payment Timelines                                                                                                                                                                                                        | Payments shall be made to the Seller within <b>21</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)                                                                                                                                                     |
| मूल्यांकन पद्धति/Evaluation Method                                                                                                                                                                                       | Total value wise evaluation                                                                                                                                                                                                                                                                                                                                                                  |
| मध्यस्थता खंड/Arbitration Clause                                                                                                                                                                                         | No                                                                                                                                                                                                                                                                                                                                                                                           |

**बिड विवरण/Bid Details****सुलह खंड/Mediation Clause**

No

**ईएमडी विवरण/EMD Detail**

एडवाइजरी बैंक/Advisory Bank

State Bank of India

ईएमडी राशि/EMD Amount

310300

**ईपीबीजी विवरण /ePBG Detail**

आवश्यकता/Required

No

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

**लाभार्थी /Beneficiary :**

HOD FINANCE

CMPDI Regional Institute 7 Bhubaneswar, COAL INDIA LIMITED, Central Mine Planning and Design Institute Limited, Ministry of Coal  
(Cmpdi Ri Vii)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई खरीद वरीयता / MII Purchase Preference**

|                                                                                                                                                                      |     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| एमआईआई खरीद वरीयता / MII Purchase Preference                                                                                                                         | Yes |
| मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$ | 20  |
| मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference                            | 50  |

|                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time) | Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|

#### एमएसई खरीद वरीयता/MSE Purchase Preference

|                                                                                                                                                                                                           |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference                                                                                                                                                                 | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$           | 15  |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference | 25  |

#### ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

**This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.**

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. 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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

7. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.

8. 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.

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

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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

**एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :**

compliance sheet - [1792230210.xlsx](#)

### **Inductively Coupled Plasma Optical Emission Spectroscopy (ICP- OES) ( 1 Unit )**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

## तकनीकी विशिष्टियाँ /Technical Specifications

|                                                         |                          |
|---------------------------------------------------------|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---------------------------------------------------------|--------------------------|

| व्यापक रखरखाव / Comprehensive Maintenance          |        |
|----------------------------------------------------|--------|
| Comprehensive Maintenance ( Minimum Percentage )   | 3 %    |
| Comprehensive Maintenance ( Maximum Percentage )   | 25 %   |
| Warranty of required product                       | 3 Year |
| Comprehensive Maintenance Duration (Post Warranty) | 5 Year |
| ITC Available On GST                               | 100%   |

\*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

### उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

|                                                                             |         |
|-----------------------------------------------------------------------------|---------|
| % of Product Cost Payable on Product Delivery                               | 80%     |
| Min Cost Allocation for ICT as a % of product cost                          | 20%     |
| Number of days allowed for ICT after site readiness communication to seller | 30 Days |
| ITC Available On GST                                                        | 100%    |
| ITC Available On GST Cess                                                   | 0%      |

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

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

### प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

| क्र.सं./S.No. | प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address                                                                                                                                         | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------------|
| 1             | Ravi Prakash                                             | 751013,CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED REGIONAL INSTITUTE VII, PLOT NO E4 NEAR GANDHI PARK SAMANTAPURI PO RRL BHUBANESWAR 751013 | 1                | 84                           |

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

### 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. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

### 3. 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.

### 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**The following persons are appointed as IEMs for CMPDI as per the provisions of Integrity Pact. If there are any issues pertaining to lack of transparency, equity and competitiveness, the bidders can approach the IEMs at the following contact details.**

- Ms. Nirmal Kaur, IPS (Retd.),  
House no. 8, Plot – 615,  
Road no. 17, Jawahar Nagar,  
Mango, Jamshedpur – 832110  
Mobile: 9304795041  
E-mail ID: nirmalkaur1983@gmail.com

2. Shri Arvind Gupta, IFoS (Retd.),  
I/50-A, Vipul Khand,  
Gomti Nagar, Lucknow-226010  
Mobile: 9415084777  
E-mail ID: arvindgupta1961@gmail.com

#### A. MANUFACTURER AUTHORISATION

1. Procurement should generally be made from manufacturers only. However, if the manufacturer does not quote directly to any organization in India as a matter of its corporate policy (except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints), the procurement can be made from its authorised Indian Agent based on the tender specific authorisation issued by the manufacturer mentioning tender reference number and date and validity of such authorisation. The manufacturer is also required to submit a certificate that it is not quoting directly against the tenders of any organisation in India (excepting the situations mentioned above, if applicable) as a matter of its corporate policy and if, subsequently, at any stage, it is found that it has quoted directly to any organisation in India excepting the situations mentioned above, it shall be liable for penal action as per provision of this Manual, if the justification provided by the bidder has not been considered adequate and satisfactory by the procuring entity.
2. While importing directly from foreign manufacturer, the policy of CIL is not to look for, encourage or engage agents. However, in case the foreign manufacturer, as a matter of its corporate policy, does not quote directly in India (except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints), it can authorize its Indian Agent to quote on its behalf. In such case, the foreign manufacturer shall have to submit above mentioned certificates in favour of its Indian agent. If the manufacturer participates directly in any tender in India, then the procurement from the authorized agent shall not be allowed. Indian office/ Indian Subsidiary of a Foreign Manufacturer can issue a tender specific authorization in favour of an agent in India, provided the Indian office / Subsidiary itself is authorized by the Foreign Manufacturer to issue such authorizations on their behalf.
3. One manufacturer can authorize only one agent and an agent should not represent or quote on behalf of more than one Principal for same tendered item
4. If an Indian Agent submits bid on behalf of a manufacturer, the same agent shall not submit a bid on behalf of another manufacturer in the same tender for the same item / product. Further, in a tender, either manufacturer can quote or its authorised Indian Agent can quote but both are not allowed to participate/ quote in the same tender. The business entity of the Indian Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent. The term 'Agent' broadly includes Distributor, Dealer, Channel Partner etc
5. Indian Office of a Foreign Manufacturer or Indian Subsidiary of a Foreign/ Indian Manufacturer are also eligible to quote on behalf of the Manufacturer.
6. Indian manufacturing entity of the foreign manufacturer is eligible to bid as Indigenous Manufacturer if the Foreign Manufacturer manufactures equipment of the same or similar capacity as the tendered equipment; and the Indian Manufacturing entity has sufficient facility for manufacturing, supply and After Sales Service Support in India for equipment of same or similar capacity as the tendered equipment. In such case the bidder shall be required to submit copy of valid Legal Agreement / Collaboration Agreement/ License Agreement / MOU with foreign (principal) manufacturer digitally signed (for documents submitted on e-procurement portal) / self-certified (for documents submitted in modes other than e-procurement portal) for the equipment being offered to prove their status as Indian Manufacturing entity of foreign manufacturer. Such bidders shall be required to submit tender specific declaration by the Principal Manufacturer. Both the Indian manufacturing entity and its principal manufacturer should confirm to ensure supply of spares, consumables and service support for smooth running of the equipment during its life time. If the documents are related to the OEM or principal, the self-certification of OEM or principal shall also be required.
7. In case of equipment of foreign origin to be supplied by foreign manufacturer or Non-Local Supplier, the imported content and domestic content (if any) should be quoted separately in foreign currency and Indian Rupee (INR) respectively. The payment of foreign currency portion would be made

directly to the foreign manufacturer and INR portion, if any, to the Non-Local Supplier. In case there is involvement of an Indian Agent, the payment of the Indian Agency commission will be paid directly by CIL in equivalent INR limited to the percentage indicated in the Agency Agreement or 5% of FOB value (FOB value is inclusive of Agency Commission), whichever is lower.

**Proven-ness criteria.**

Procurement shall be made only for proven product.

The equipment offered by the tenderer shall be considered proven provided the ONE nos. of quoted model or similar equipment, as defined below, or combination thereof, must have been supplied by the bidder (or Manufacturer, *either themselves or through their reseller to be certified OEM* in case bidder is not the manufacturer) in India to mining industry and/or to the other Industries (Private or Government/ Public Sector Undertaking) and all of them performed satisfactorily for a minimum period of one year from the date of commissioning. The performance of only those equipment would be considered for assessing provenness which have been commissioned 1 year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender (window period).

In case the quoted model or similar equipment has not been supplied by the bidder (or Manufacturer in case bidder is not the manufacturer) in India, or if supplied and commissioned in India, but the same has not completed required years of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is of one nos. of offered or similar equipment or combination thereof which have been commissioned 1 year prior to the date of opening of tender but not prior to five years from the date of opening of tender and all of them performed satisfactorily for a minimum period of one year from the date of commissioning. The worldwide population of the bidder will be considered for provenness only when the bidder gives an undertaking that it has not supplied the quoted model or similar equipment in India or if supplied and commissioned in India, the same has not completed required years of performance for provenness as mentioned above at above sub clause. If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub clause below.

In case the indigenous manufacturer is quoting the same / similar type & model of the equipment as supplied by their foreign collaborator / foreign principal, worldwide, in the past, and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of one nos. of quoted model or similar equipment or combination thereof which have been commissioned 1 year prior to the date of opening of tender but not prior to 5 years in case of from the date of opening of tender and all of them performed satisfactorily for a minimum period of one year from the date of commissioning. However, for worldwide population, foreign collaborator's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer copy (for documents submitted on e-procurement portal) / self-certified copy (for documents submitted in modes other than e-procurement portal) of their collaboration agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer will confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.

In case the indigenous manufacturer is quoting the same / similar type & model of the equipment as supplied by their licensor having valid IPR, for the same type & model of equipment being offered worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of one nos. of quoted model or similar equipment or combination thereof which have been commissioned 1 year prior to the date of opening of tender but not prior to five years from the date of opening of tender and all of them performed satisfactorily for a minimum period of one year from the date of commissioning. However, for worldwide population, the bidder's and licensor's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits copy (for documents

nts submitted on e-procurement portal) / self-certified copy (for documents submitted in modes other than e-procurement portal) of their License Agreement with the company having valid IPR for the equipment being offered, which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. The bidder and licensor for the equipment being offered will also confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.

Indian Manufacturing entity of foreign manufacturer and bidding as Indigenous manufacturer: In case the Indian manufacturing entity of foreign manufacturer who has sufficient facility for manufacturing, supply and after sales service of same or similar equipment as supplied by their foreign (principal) manufacturer worldwide in the past, and the quoted model of Indian manufacturing entity has either, not been supplied in India or if supplied and commissioned in India, the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of one nos. of offered model or similar equipment thereof which have been commissioned 1 years prior to the date of opening of tender but not prior to 5 years from the date of opening of tender and all of them have performed satisfactorily for a minimum period of one years from the date of commissioning. However, for worldwide equipment population, the bidder's and principal manufacturer's experience of supplying the quoted or similar equipment worldwide shall be considered only if the Indian manufacturing entity submits copy (for documents submitted on e-procurement portal) / self-certified copy (for documents submitted in modes other than e-procurement portal) of valid Legal Agreement / Collaboration Agreement / License Agreement / MOU with foreign (principal) manufacturer for the equipment being offered and a declaration from the Foreign Manufacturer that all related required Intellectual Property of quoted equipment are accessible by the Indian manufacturing entity. Further, the foreign manufacturer will give an undertaking for successful performance of the equipment to be manufactured by the Indian manufacturing entity during lifetime of the equipment. The bidder and foreign principal manufacturer for the equipment being offered will also confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life

To encourage the overseas manufacturers to start manufacturing their equipment in India, relaxation in the provenness criteria for same Model may be incorporated in NIT, subject to the condition that a confirmation by Foreign Principal manufacturer as well as their Indian counterpart shall be submitted that the offered Model is same having identical operation, equal capacity and same driveline/system to their proven foreign Model (whose documents have been submitted to establish the provenness) even if there is a change in the nomenclature. If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub clause-below. If the documents are related to the OEM or principal, the self certification of OEM or principal shall also be required.

**“Satisfactory Performance”** means the supplied equipment must have achieved the guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders / contracts for a minimum period of one year from the date of commissioning. In case supply orders / contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders / contracts against which these equipment were supplied. In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit self certification claiming satisfactory performance of the equipment supplied.

“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 ratings/ specifications may differ (Lower or Higher).

#### **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

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.

If the bidder claims provenness of the quoted model based on similar equipment, acceptance criteria for similar equipment shall be as per sub clause below.

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.

**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 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.

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.) ltd. 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.

### **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](http://www.rxil.in)

Portal : [www.treds.in](http://www.treds.in)

Contact Person : (1) Ms Upasana Majumder (Mob 8697212759; E-mail [upasana.majumder@rxil.in](mailto:upasana.majumder@rxil.in))

(2) Mr. Mainak Mandal ( Mob 9475622182; E-mail [mainak.mandal@rxil.in](mailto: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'

### **Payment Timelines:**

Payment for value of the equipment and accessories with 100% taxes and duties and other charges shall be released within 21 days after successful commissioning, testing and final acceptance of the equipment (along with the accessories) and upon presentation of certificates from the User Deptt. to the effect that the equipment has been successfully commissioned and submission of bills complete in all respects

note :if itc is selected in bid, payment of 80% of the value of equipment along with 100% of Freight charges, transit insurance charges, other charges and 100% taxes and duties, but excluding erection and commissioning charges (i.e., 20% of product cost/Contract Value) including GST may be released within 21 days after delivery and acceptance of the same by the consignee and receipt and acceptance of performance bank guarantee. Balance 20% payment of 20% of the value of equipment along with erection and commissioning charges (i.e., 20% of product cost/Contract Value) including GST shall be released within 21 days after successful commissioning of the plant & machinery/equipment

This is in supersession of 10 days time as provided in clause 12 of GeM GTC)

**Liquidated Damages :** LD shall be levied at 0.5% (half percent) of the price (including taxes and duties) of the goods/ services which the contractor has failed to deliver within the period fixed for delivery for each week or part thereof subject to a maximum of 10% of the total contract value.

**Warranty clause** As per catalogue

**Jurisdiction of Courts :** Irrespective of the place of delivery, the place of performance or place of

f payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of tender or supply order has been issued. The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

**Security Deposit** shall be for an amount of five per cent (5%) of the total landed value of the contract including all taxes, duties and other costs and charges. The Security Deposit shall be deposited through RTGS / NEFT / IMPS / other digital modes or in the form of a Bank Guarantee (including e-bank guarantee) as per format enclosed as Annexure issued/ confirmed from any of the RBI Scheduled Commercial banks in India in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order. The SDBG shall remain valid up to 60 Days beyond the scheduled delivery period in case of supply contracts / rate/running contracts and in case of contracts for equipment involving installation and commissioning, 60 Days after the supply and commissioning of all the equipment covered in the contract.

If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from date of Notification of Award / placement of Order, another opportunity may be given to them for submission of Security Deposit within next 15 days. If the successful tenderer still fails to deposit the security deposit within the extended period but executes the supplies within the extended security deposit submission period i.e. within 30 days from date of Notification of Award / placement of Order, the submission of Security Deposit may be waived, as the purpose of submission of SD is fulfilled. In cases where the supplier does not submit the Security Deposit (SD) in time, the SD amount will be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full SD amount is deducted. In cases where the successful tenderer did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of Notification of Award / placement of Order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 5% of the contract value.

**Performance Security Deposit** should be submitted by THE TIME OF COMMISSIONING OF EQUIPMENT FOR AN VALUE OF 10% OF CONTRACT AMOUNT VALID FOR 3 BEYOND WARRANTY PERIOD in any of the form given HERE WITH. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice for 80% payment of the particular goods/ equipment(s)

The same shall be released after submission of 5% PBG for AMC, if same is awarded.

In addition to 5% PBG, 5% shall be deducted from running bills and same shall be returned after completion of service.

Performance/Security Deposit should be submitted within 21 days of receipt of contract order by the successful Bidder in any of the form given below:

Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.

OR

Demand Draft drawn in favour of "CMPDI Regional Institute, Bhubaneswar on any Scheduled Bank payable at its Branch at Bhubaneswar.

OR

ONLINE : Bank detail for ONLINE submission is as under:-

Name of Bank: State Bank of India,

Branch: NALCO CORPORATE OFFICE, Bhubaneswar,

IFSC: SBIN0009817

A/c No: 10835304052.

In this case proof of submission along with unique transaction number (UTR) shall be submitted.

Failure of the successful Bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work

EMD of requisite amount as mentioned in bid document should be submitted by all bidders unless otherwise exempted in any of the form given below:

Demand Draft drawn in favour of "CMPDI Regional Institute, Bhubaneswar on any Scheduled Bank payable at its Branch at Bhubaneswar.

OR

ONLINE : Bank detail for ONLINE submission is as under:-

Name of Bank: State Bank of India,

Branch: NALCO CORPORATE OFFICE, Bhubaneswar,

IFSC: SBIN0009817

A/c No: 10835304052.

In this case proof of submission along with unique transaction number (UTR)/Copy of DD shall be submitted. In case of DD same shall reach to the office within 5 working days of bid end date submission.

Failure of the successful Bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the bid.

**List of documents to be submitted by the bidder along with their Offer :**

1. MSE Certificate, if applicable ALONG WITH Proforma for Equipment and Quality Control (Annexure - I attached under 'Buyer uploaded ATC document'). Bidders can also submit Vendor Assessment or equivalent document Or BIS certificate.

2. OEM Authorization/Distributor Authorization/Self Manufacturer certificate - (The same may not be required if bidder is OEM verified reseller and Offering product from OEM verified catalogue., CL 28 OF GTC OR AS PER GEM GTC)

3. Documents as per Proven-ness criteria. Bidders are advised to upload past contract copies along with CRAC/PROOF OF DELIVERY OR PROOF OF PAYEMENT ALONG WITH SELF CERTIFICATION. (Ex

empted for MSEs subject to meeting technical and quality criteria AND OTHERS, refer proveness clause))

4. Undertaking for using TReDS Platform of RXIL, if applicable. (Annexure - II attached under 'Buyer uploaded ATC document').

5. Certification for Local Content – Make in India Compliance (Annexure -III attached under 'Buyer uploaded ATC document') or as per catalogue. – Not applicable for tenders below 5.00 lakhs

6. Integrity Pact.

7. Any other document as per bid document viz., Financial Turnover certificate with UDIN/GeM verified turnover certificate, Compliance sheet as attached along with documentary evidence for supply as indicated, this is in addition to proveness clause.

**B. Price fall Clause:** If the contract holder reduces its price or sells or even offers to sell the contracted goods or services following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of the contract, the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract be amended accordingly. In case of parallel Rate / Running Contracts, if the price of a product is reduced for any supplier due to invocation of 'Price Fall clause' or any other reason, the same lower price shall also be applicable for the other suppliers who are having parallel RCs against the same tender. If any parallel RC holder does not accept the lower price, CIL shall have the right to delete the item from the scope of RC of such firm and procure the same from other existing supplier / Reserve RC holders.

The provisions of price fall clause will however not apply to the following:

- i) Export/Deemed Export by the supplier;
- ii) Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- iii) sale of goods such as drugs, which have expiry date;
- iv) Sale of goods or services at lower price
  - a. on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts.
  - b. Under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

Note:

- I. The currency of contract will mean the period till completion of supply.
- II. It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the contract.

The supplier shall submit a certificate along with the bill(s) as under: "I/We certify that there has been no reduction in the sale price of the offered / supplied goods under this contract or similar item(s) and such goods have not been offered/sold by me/ us to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, as the case may be, during the currency of the contract at a price lower than the price charged under the contract."

C. Payment to MSME through TReDS: In order to improve the Working Capital of MSME Vendors, G

govt. has given Guidelines for Payment to MSMEs through TReDS (Trade Receivable Discounting System). The willing MSME Vendors, who are participating in this tender should ensure about their respective on-boarding at the TReDS platforms and furnish the undertaking in the format as per 'Annexure-II' attached under 'Buyer uploaded ATC document'. CMPDI is already on Board with the following TReDS platform with details as under:

| S. No. | Name of the TReDS Platform                         | Membership No. of CMPDI | Website             |
|--------|----------------------------------------------------|-------------------------|---------------------|
| 1      | Receivable Exchange of India Ltd. (RXIL)           | CE0000779               | www.rxil.in         |
| 2      | M1 Exchange (Mynd Solutions Pvt. Ltd.)             | BUYER00042346           | www.m1exchange.com  |
| 3      | InvoiceMart (A.TReDS Limited)                      | 1000039340              | www.invoicemart.com |
| 4      | C2treds (C2FO Factoring Solutions Private Limited) | U0002293                | www.c2treds.com     |
| 5      | DTX KredX                                          | CO5KM4764M1N            | www.dtxindia.in     |

Bidders while quoting kindly note the following :

1. Estimated value shown in bid document is product and CMC charges price
2. Total contract value is value of product and CMC charges
3. Financial ranking is decided based on GeM calculated NPV.

#### 6. Buyer Added Bid Specific ATC

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

#### 7. Warranty

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope

as given in indent/specs (spare parts excluding consumables)

(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

#### 8. 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.

## 9. 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 10 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.

## अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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.

## **Additional Clause For Comprehensive Maintenance Charges**

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 15 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 A15 are to be indicated for 6th to 15th 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 up to 50% of cost of equipment as defined by buyer.

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.

13. CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

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।/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.

**---धन्यवाद/Thank You---**