

बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|---|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 14-02-2026 17:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 14-02-2026 17:30:00 |
| 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 |
| कुल मात्रा/Total Quantity | 2 |
| वस्तु श्रेणी /Item Category | Split Air Conditioner, Wall Mount Type (V3) ISI Marked to IS 1391 (Part 2) (Q2) |
| 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 |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller | 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),Compliance of BoQ specification and supporting document *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 दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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 |

बिड विवरण/Bid Details

| | |
|--|-----------------------------|
| 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 | No |
| क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer | 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 |
| मूल्यांकन पद्धति/Evaluation Method | Total value wise evaluation |
| मध्यस्थता खंड/Arbitration Clause | No |
| सुलह खंड/Mediation Clause | No |

ईएमडी विवरण/EMD Detail

| | |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

ईपीबीजी विवरण /ePBG Detail

| | |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

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

एमआईआई खरीद वरीयता/MII Purchase Preference

| | |
|--|----|
| एमआईआई खरीद वरीयता/MII Purchase Preference | No |
|--|----|

एमएसई खरीद वरीयता/MSE Purchase Preference

| | |
|---|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
|---|-----|

| | |
|--|----|
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X% | 15 |
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference | 25 |

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. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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 - [1769757672.xlsx](#)

Split Air Conditioner, Wall Mount Type (V3) ISI Marked To IS 1391 (Part 2) (2 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

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

| विवरण/Specification | विशिष्टि का नाम /Specification Name | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values) |
|---------------------------|---|---|
| Performance Parameters | Size of Air Conditioner | Large [suitable for room area greater than 190 sq. ft.] |
| | Compressor Type as per BEE Star Rating Label | Inverter - Variable Speed |
| | Nominal Capacity of Air Conditioner (in Ton) | 1.8 Ton - 2.2 Ton |
| | BEE Star Rating | 4 Star, 5 Star |
| Warranty and Test Reports | Minimum Standard Warranty on Air Conditioner (in years) | 1.0 (year) |
| | Warranty on Compressor | 10.0 Or higher (year) |
| | Warranty on PCB | 5 Or higher (year) |

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 |

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

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|---|--|------------------|------------------------------|
| 1 | Dipak Mahato | 768216,CMPDIL Exploration Camp, OB-23, Orient Area, PO: Brajrajnagar, Jharsuguda-768216, Odisha, India | 1 | 30 |
| 2 | Ankit Kumar Barik | 759103,C/o OIC (TALCHER), CMPDI EXPLORATION CAMP, TALCHER, PO- DERA, ANGUL, ODISHA | 1 | 30 |

Special terms and conditions-Version:1 effective from 02-12-2025 for category Split Air Conditioner, Wall Mount Type (V3) ISI Marked to IS 1391 (Part 2)

1. Scope of standard installation and commissioning for Wall Mount Split AC consist of follows:

- Installation/Commissioning is mandatory for all types of purchases (Direct/L1/Bid). For cases where Installation/Commissioning is not required, the buyer may indicate the details in the bid document.
- The Switches/ Sockets/ Plug Tops/ Voltage Stabilizer/stand for ODU/ Chiselling/ Ducting/ Grooving for concealing the refrigerant piping/cabing/ core cutting of the wall are not included in the scope of standard installation and commissioning, unless otherwise mentioned in the contract.

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

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Scope of Supply**

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

3. **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):

n/A

Post Receipt Inspection at consignee site before acceptance of stores:
cmpdi inspection committee

4. **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:

Drain pipe beyond standard length/The Switches/ Sockets/ Plug Tops/ stand for ODU/ Chiselling/ Ducting/ Grooving for concealing the refrigerant piping/cabing/ core cutting of the wall as per requirement

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Bidder shall invariably fill compliance sheet. TC will evaluate based on details filled in compliance sheet along with documentary evidence uploaded.

| Description | | | Remarks of procuring entity | Offered by the vendor | |
|--------------------------------------|--|--|--|-----------------------------|----------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| commercial criteria | | | | | |
| Proven-ness criteria | CRAC/Installation report/Proof of payment along with supply order older than 1 year of the offered model | Model offered SO number CRAC/Proof delivery/Proof of payment | Supply order along with CRAC /Invoice or bill of the said supply order should be of more than one year along with annexure V. In case it is less than one year 100 % PBG is required. Details in Proven-ness clause of buyer added bid specific conditions Supply order should be of same model number or same series being offered in this bid | | |
| OEM authorisation | OEM Authorization/Self Manufacturer certificate | | Upload documents as per column 2 | | |
| commercial criteria - others | | | | | |
| Specification | Specification Name | | | Values of offered equipment | Remarks if any |
| Capacity of Air Conditioner (in Ton) | 2 Tonne | | | | |
| BEE Star Rating | 5 Star | | | | |
| Warranty on AC | 1 year | | | | |
| Warranty on compressor | 5 Years | | | | |
| Compressor | Inverter - variable Speed | | | | |

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 ((WHICH INCLUDES SAME SERIES MODEL/EQUIVALENT SERIES 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 by 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 years prior to the date of opening of tender but not prior to 5 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 years prior to the date of opening of tender but not prior to five 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 years 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 offer

ed 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 years 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 years 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 submitted on e-procurement portal) / self-certified copy (for documents submitted in modes other than eprocurement 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 eprocurement 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 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 f

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 provenness will be required to be submitted by this category of Bidders.

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

Portal : www.treds.in

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

(2) Mr. Mainak Mandal (Mob 9475622182; E-mail mainak.mandal@rxil.in)

The willing MSME Vendors, who are participating in this tender should ensure about their respective on-boarding at RXIL and should mention their Membership Code in their offer. The MSMEs by on boarding at RXIL shall be deemed to have agreed for payment through TReDS platform of RXIL by following prescribed procedures regarding factoring of invoices etc. at the said platform.

Bidders to provide an Undertaking as per the format at Annexure -II attached under 'Buyer uploaded ATC document'

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 This warranty unless otherwise stated in catalogue/bidding shall remain valid for twelve (12) months from the date of Commissioning or 24 months from the date of receipt and acceptance of the equipment, whichever is earlier. However, in case of other Goods, warranty shall remain valid for eighteen (18) months from the date of receipt and acceptance of material at consignee's end or twelve (12) months from the date of its use/fitment/commissioning, whichever is earlier.

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

List of documents to be submitted by the bidder along with their Offer and will not be allowed to upload the documents mentioned below later on and their bid will be rejected during Techno commercial evaluation of the bid :

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. (Exempted 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, if applicable.
7. Any other document as per bid document

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

1. Bid compliance sheet

6. **Buyer Added Bid Specific ATC**

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

अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers 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.

[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---