



**SECL**

South Eastern Coalfields Limited

**SOUTH EASTERN COALFIELDS LIMITED**  
**साउथ ईस्टर्न कोलफील्ड्स लिमिटेड**

A Subsidiary of Coal India Limited  
A Govt of India Undertaking  
A MINIRATNA PSU

**E&M DEPARTMENT**

Regd. Office: Office of the Area General Manager,  
SECL Gevra Area, 495452

Website: <https://secl-cil.in/>

E-mail: [soenm.gevra@coalindia.in](mailto:soenm.gevra@coalindia.in)

NIT No: **SECL/GA/SO ENM/26-27/E-TENDER/19**

Date. **30/04/2026**

निविदा सूचना

For AMC Service Tender in GeM portal

Applicable for Estimated Value ₹ 50.00 Lakhs & Above

1. Tenders are invited on-line through GeM Portal under **Two Packet Bid System** for the following work on the website of Government e-Marketplace (i.e GeM Portal - <https://gem.gov.in>) from the eligible bidders as stipulated in the eligibility criteria for the following work :-
- 2.

Description of work	<b>Supply, Installation, calibration and commissioning of 06 nos. battery-operated telemetry digital flow meter with 1 year warranty and 5 years CAMC for Gevra Project.</b>
Location	<b>Area - Gevra Project. Distt. - Korba. PIN - 495452</b>
Estimated Cost (Updated Cost of Work) (Including GST) (In ₹)	<b>Rs. 54,74,589.00</b>
Earnest Money (In ₹.)	<b>Rs.11,500.00</b>
Period of Completion (In Days)	<b>Time period for supply of materials - 45 days Time period for installation and commissioning - 30 days after site handover Warranty period - 365 days CAMC period - 1826 days Total completion period - 2266 days</b>

**Note: i) The estimated cost put to tender is excluding the PF and Pension Component. These statutory payment as applicable shall be reimbursed to the contractor on production of proof of payment limited to the maximum likely number of workmen to be deployed as indicated in the tender document.**

**ii) In the estimate, the labour component is \_\_\_\_\_%**

i) Details of GST Registration of SECL:

GSTIN of SECL	Chhattisgarh (CG) 22AADCS2066E9ZL	Madhya Pradesh (MP) 23AADCS2066E1ZR	West Bengal (WB) 19AADCS2066E1ZG
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ii) For Site visit of location of work, the prospective bidder(s) may contact Mr. R.P. Patel, General Manager (E&M)/Project Engineer, SECL Gevra Project (Contact -9425534067)

iii) For Tender related details, the prospective bidder(s) may contact -

Tender Authority	Inviting	Contact Person(s) /Tender Dealing Officer(s)
Sri A.K Singh S.O(E&M)/GevraArea		Ms. Nidhi Mandve Manager (E&M)/ Gevra Area 9425279503

iv) Salient Details of Tender:

Goods & Services Tax (GST)	Applicable (@ 18%) / <del>Not Applicable</del>
Input Tax Credit (ITC) to SECL	Available / <del>Not Available</del>
Price Variation Clause (Escalation)	Applicable / <del>Not Applicable</del>
Payment of Wages to Contractor's Labours	As per Minimum Wages Act of Central/State Govt. (Higher) or High Power Committee (HPC) Wages of CIL. (As Applicable)
Participation of Joint Venture	<del>Allowed</del> / Not Allowed
Nature of Work	<del>Splitable</del> / Non Splitable
Performance Security Deposit (PSD)	Applicable as per clause no 4.2 of GTC
Additional Performance Security Deposit (APSD)	Applicable as per clause no 4.8 of GTC
Concurrent Policy of MSE & MII	Applicable

2. Time Schedule of Tender: As per GeM

Sl. No.	Particulars	Date (DD:MM:YYYY)	Time (HH:MM)
a.	Bid Publication Date/Time	On Date & time of Publication on GeM Portal	
b.	Bid End Date/Time	As Per Cl. No.: 1.6 of e-Procurement Guidelines for Works & Services (Updated up to May-2023)	
c.	Bid Opening Date/Time	After 30 Minutes from Bid End Date & Time	

**Note:** The auto extension of submission of bid shall as per GeM (If number of bids received online is found to be less than three on end date of bid submission)

3. Earnest Money Deposit (EMD):

The bidder will have to make the payment of EMD through system generated ePBG through GeM Portal or Account Payee Demand Draft (DD) or NEFT/RTGS as specified by Buyer in the GeM Bid Document. Details are given hereunder:

Sl. No.	Name of Instrument	Mode of Submission
1	ePBG	As Per System Generated through GeM Portal

2	Account Payee Demand Draft (DD)	Drawn in favour of: SECL GEVRA AREA Payable At : GEVRA
3	NEFT/RTGS/Internet Banking	Bank A/c Details of SECL : Beneficiary Name : SECL GEVRA AREA Account No.: 11061939254 IFSC Code: SBIN00009343 Bank Name: State Bank of India Branch Address: Gevra

3.1 Scanned copy of EMD required to be submitted by bidders in the form of e-PBG/DD/NEFT/RTGS Receipt on GeM portal in the prescribed format which shall be uploaded by the Seller/Bidder in online bid and hard copy of the same will have to be submitted directly to the Buyer within **5 days of bid opening**. (Copy of SFMS by issuing bank should also be submitted along with hard copy of the Bank Guarantee, in case of Bank Guarantee preferred for submission of EMD).

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempted from the payment of Earnest Money.

In case of exemption of EMD, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission.

Earnest money of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity whichever is earlier. Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG.

#### **4. Pre-bid Meeting:**

The pre-bid meeting if applicable shall be held in the office of Tender Inviting Authority, on the scheduled date & time, if specified in the NIT/Bid document. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The management shall upload the minutes of the pre-bid meeting, if held.

#### **5. Clarification of Bid:**

The bidder may seek clarification on-line in GeM portal within the specified period. However, the management will clarify as far as possible to the relevant queries.

#### **6. User Portal Agreement:**

As per GeM

#### **7. Eligible Bidders:**

The invitation for bid is open to all registered bidders (Sellers/Service Providers) (Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act/Joint Venture) of GeM Portal having eligibility to participate as per eligibility criteria stipulated in clause No. 8 of NIT.

**Note: The registration should be in the name of bidder. The bidder is one whose name will appear as bidder in the GeM Portal.**

Note:

- i) Joint Venture shall not be allowed for participation in the bid with estimated cost of work put to tender up to ₹ 2.00 (two) Crores.
- ii) The registration should be in the name of bidder. The bidder is one whose name will appear as bidder in the GeM Portal. The JV/Consortium may enroll in the name of the Lead Partner in case of Bid submission through GeM. However, the JV/Consortium has to register its name in GeM portal by obtaining all requisite Legal Documents (PAN, GST etc) in the name of JV/Consortium before execution of the Agreement.

## 8. Eligibility Criteria:

### A. Work Experience:

The bidder must have in its name or proportionate share as a member of Joint Venture/ Partnership firm experience of works (includes completed / ongoing) of similar nature valuing 50% (Fifty Percent) of the annualized estimated value of the work put to tender (for period of completion over 1 year) / 50% (Fifty Percent) of the estimated value of the work (for completion period up to one year ) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

“Annualised value” of the work shall be calculated as the “Estimated value/Period of completion in Days x 365”.

Estimated Cost of Work (Including GST) (In ₹)	Required Work Experience @ 50% of the annualized estimated or estimated value of the work to be submitted by bidder (In ₹)
Rs. 54,74,589.00	Rs.4,56,215.75

The value of executed works shall be given a simple weightage to bring them at current price level by adding 7% (Seven Percent) for each completed year (total number of days/365) after the end date of experience till the last day of month previous to one in which e-Tender has been invited.

Note: [In case of JV/CONSORTIUM, Work Experience shall be met collectively by all the members.]

The definition of SIMILAR work shall be as follows:

**Experience in:**

**Work involving installation (with or without supply) of digital type instruments for measurement/monitoring/indication/recording of fluid flow/fluid level/fluid pressure.**

**OR**

**Work involving repair/maintenance/ replacement of digital type instruments used for measurement/monitoring/indication/recording of fluid flow/fluid level/fluid pressure.**

**OR**

**Work identical in name and nature of tendered activity.”.**

**In respect of the above eligibility criteria the bidders are required to furnish the following information in the in the Bid submission Confirmation (BSC):**

- i. Start date of the year for which work experience of Bidder is to be considered for eligibility.
- ii. Start date & end date of each qualifying experience (similar nature)
- iii. Work Order Number/Agreement Number of each experience
- iv. Name & address of Employer/Work Order Issuing authority of each experience
- v. Percentage (%) share of each experience (100% in case of an Individual/Proprietorship firm or the actual % of share in case of a Joint Venture/Consortium/Partnership firm).
- vi. Executed Value of work against each experience
- vii. In case the Bidder is a Joint Venture/Consortium, the work experience of anyone, two or three of the individual members of JV/CONSORTIUM or the JV/CONSORTIUM itself may be furnished as the work experience of the Bidder.

**Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):**

For work experience, bidders are required to submit Work Experience Certificate issued by the employer against the experience of similar work containing all the information as **furnished in the BSC**. Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee.

NOTE: If the Bidder is a Subsidiary of a Company, the experience and resources of the Holding Company or its other Subsidiaries will not be taken into account. However, if the Bidder is a Holding Company, the experience and resources of its wholly owned Subsidiaries will be taken into consideration.

Note: The documents to be furnished by the Bidder to prove that he is satisfying the eligibility criteria laid down should all be in the Bidders name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a Holding Company relies on the credentials of its wholly owned Subsidiaries.

**B. Working Capital**

Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement.

The bidder should possess the working capital within **03 (Three) months** prior to the date of opening of tender.

Estimated Cost of Work (Including GST) (In ₹)	<b>Required Working Capital @ 20% of the Annualized value or Estimated value of the work to be submitted by bidder (In ₹)</b>
<b>Rs. 54,74,589.00</b>	<b>Rs.1,82,486.30</b>

**Note: In case the Bidder is a Joint Venture/Consortium, the working capital of the individual members of the JV/CONSORTIUM will be added together and is to be furnished as the Working Capital of the bidder. The requirement of Working Capital under this clause shall be met as per following proportion:**

- a. The lead partner shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender.

**b. All other individual partners shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender.**

**In case of JV, the bidder needs to submit the Working Capital Certificate for each individual partners of JV.**

In respect of the above eligibility criteria the bidders are required to upload supporting document as per CHECK LIST.

**In respect of the above eligibility criteria the bidders are required to furnish the following information in the in the Bid submission Confirmation (BSC):**

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources.
- ii. Date on which the bidder possesses the required working capital. (Should be within 3 months prior to the date of opening of tender)
- iii. Name of the Chartered Accountant (CA).
- iv. Membership Number of CA who certifies the bidder's working capital on a particular date.
- v. Date of Issue of W.C. Certificate by CA. (Should be within 3 months prior to the date of opening of tender)

**NOTE:** The uploaded Working Capital Certificate issued by CA should possess Unique Document Identification Number (**UDIN**).

a) Annualized value = [Estimated Cost of the work (including GST) put to tender X 365 days] ÷ [Period of Contract in Days ]

**Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):**

Certificate with UDIN of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by Bidder in Bid Submission Certificate (BSC).

**C. Permanent Account Number (PAN) :**

The bidder should possess valid Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

In respect of the above eligibility criteria, the bidder is required to upload the scanned copy of valid Permanent Account Number (PAN) card.

Confirmation regarding possessing of Permanent Account Number (PAN) issued by Income Tax department, Govt. of India in the form of Yes / No in the General Technical Evaluation (GTE) of Bid submission Confirmation (BSC).

**Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):**

PAN CARD of the bidder

**Note:**

- a. In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself.

**D. Goods and Services Tax (Not Applicable for Exempted Services):** The bidder should be either

GST Registered Bidder under regular scheme

**OR**

GST Registered Bidder under composition scheme

**OR**

GST unregistered Bidder

**In respect of the above eligibility criteria, the bidder is required to upload the scanned copy of supporting document in respect of GST.**

**Confirmation regarding possessing of Goods & Services Registration (GST) Certificate in the form of Yes / No in the General Technical Evaluation (GTE) of Bid submission Confirmation (BSC).**

**Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):**

The following documents depending upon the status w.r.to GST is required to be submitted by bidder:

I. Status: GST registered Bidder under regular scheme

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate Authority of India.

II. Status: GST registered Bidder under composition scheme

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate Authority of India

III. Status: GST unregistered Bidder:

Document: A Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the Bidder is GST unregistered Bidder in compliance with the relevant GST rules of India.

**Note:**

i). In case of JV/Consortium, Bidder should submit scanned copy of GST status of Lead Partner only or GST Registration Certificate of JV itself.

ii). In case the work/service is awarded to a Joint Venture/Consortium participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture/Consortium at the time of execution of Agreement.

iii) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.

iv) During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the

bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

**~~E. Electrical Contractor License (Applicable to Electrical Jobs):~~**

~~Valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian State/UT, in accordance with IE Rule 45. (In case the Bidder is a Joint Venture, atleast one partner of JV should possess the valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian state, in accordance with IE Rule 45.)~~

**~~Confirmation regarding possessing of Valid Electrical Contractor's License in the form of Yes/No in the Annexure XVII.~~**

~~In respect of the above eligibility criteria, the bidder is required to upload the scanned copy of Valid Electrical Contractor's License issued by Electrical Licensing Board.~~

**Note: Please strike out/delete the clause if not applicable**

**9. Submission of Bid:**

a. (i). In order to submit the Bid, the sellers (i.e. bidders) have to get themselves registered online on the website of Government eMarketplace (GeM Portal) i.e. at <https://gem.gov.in> (Refer Training Module section available at GeM Portal for guidance). The online Registration of the Sellers (i.e. Bidders) on the GeM portal will be free of cost and one-time activity only. The registration should be in the name of Seller/bidder. The JV/Consortium may enroll in the name of the Lead Partner in case of Bid submission through GeM. However, the JV/Consortium has to register its name in GeM portal by obtaining all requisite Legal Documents (PAN, GST etc) in the name of JV/Consortium before execution of the Agreement

(ii). The bidders have to accept unconditionally all the Terms and Conditions of NIT/Bid document including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

(iii). Letter of Bid: The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document (Annexure-I) containing name of the work, NIT No., GeM bid no.. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) as provided in Bid Submission Confirmation (BSC) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

(iv) Confirmatory Documents: All the Confirmatory documents as enlisted in the NIT in support of information furnished in respective Annexure by the Bidder are to be up-loaded in GeM Portal by the Bidder while submitting the bid online.

**b. Bid Submission Confirmation (BSC)**

The bidder have to accept unconditionally in the form of Yes in BSC (as mentioned in Annexure- XVII), the following documents:

- i) The provisions of **Letter of Bid (LOB)** as provided at **Annexure I** in General Technical Evaluation (GTE) as provided in BSC
- ii) The Provisions of **Undertaking** as provided at **Annexure II** regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents

uploaded by him on-line in support of his eligibility criteria in General Technical Evaluation (GTE) as provided in BSC.

- iii) Bidders are required to accept unconditionally the Pre-Contract Integrity Pact (Annexure IX) in General Technical Evaluation (GTE) as provided in BSC (Applicable for ECV more than ₹ 2.00 Crore)

The acceptance of above GTE document along with all the details/information to be furnished as detailed in Bid Submission Confirmation (BSC) in Annexure- XVII is required to be uploaded under "Certificate (Requested in ATC)"

The scanned copy of documents will be verified against the data furnished in the Bid Submission Confirmation Sheet.

Any Bid not accompanied by a Bid Submission Confirmation Sheet or if BSC Sheet is found tampered, i.e., GTE and Work Experience, Working Capital etc., the Bid shall be considered as nonresponsive and is liable for rejection.

**c. Confirmatory Documents:**

All the confirmatory documents as enlisted in the NIT/Bid document in support of online information / BSC submitted by the bidder are to be uploaded in "Document Required From Seller" section on GeM Portal by the bidder while submitting his/her/their bid. -

S No	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online / BSC by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
1	2	3
1	Work Experience (Ref. Clause No.8(A) of NIT)	For work experience, bidders are required to submit Work Experience Certificate (includes completed/ongoing) issued by the employer against the experience of similar work containing all the information as furnished in the Work Experience Format.  Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee. <i>[In case of JV/CONSORTIUM, Work Experience shall be met collectively by all the members.]</i>  <b>NOTE: Upload "Work Experience Certificate" against "Experience Criteria" section available under 'Documents required from seller'.</b>
2	Working Capital (Ref. Clause No.8(B) of NIT)	Certificate with UDIN of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by Bidder in Working Capital Format. <i>In case the Bidder is a Joint Venture/Consortium, the working capital of the individual members of the JV/CONSORTIUM will be added together.</i> <b>NOTE: Upload "Working Capital Certificate against "Bidder Turnover" section available under 'Documents required from seller'.</b>
3	Permanent Account Number,	PAN card issued by Income Tax department, Govt. of India.

	(Ref. Clause No.8(C) of NIT)	<p>In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself.</p> <p><b>NOTE: Upload "PAN" against "Additional Doc 1 (Requested in ATC)" section available under 'Documents required from seller'.</b></p>
4	<p>GST Status of the Bidder (Ref. Clause 8 (D) of NIT)</p>	<p>The following documents depending upon the status w.r.to GST as declared by Bidder in the BSC:</p> <p>a) Status: <u>GST Registered Bidder under regular scheme</u> Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>b) Status: <u>GST Registered Bidder under composition scheme</u> Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>c) Status: <u>GST unregistered bidder:</u> Document: A Certificate (with UDIN) from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.</p> <p>[In case of JV, Bidder should submit scanned copy of GST status of Lead Partner only or GST Registration Certificate of JV itself Note: <i>If the turnover of a bidder exceeds the exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.</i></p> <p><b>NOTE: Upload "GST Certificate" against "Additional Doc 2 (Requested in ATC)" section available under 'Documents required from seller'.</b></p>
5	<p>Legal Status of the Bidder</p>	<p>Document(s) covered under any one of the following sub-head(s):</p> <ol style="list-style-type: none"> <li>1. Affidavit or any other document to prove proprietorship/Individual status of the bidder.</li> <li>2. Partnership deed containing name of partners.</li> <li>3. Memorandum &amp; Article of Association with certificate of incorporation containing name of bidder.</li> <li>4. The following documents in respect of Legal Status of a JV Bidder shall be uploaded: <ol style="list-style-type: none"> <li>i. Scanned copy of JV Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner as per Annexure-VIII.</li> <li>ii. Power of attorney of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV agreement on behalf of them.</li> </ol> </li> </ol>

		<p>iii. The document(s) (any of them as applicable) regarding legal status of all the individual partners of JV mentioned below:</p> <p>a) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder. OR</p> <p>b) Partnership deed containing name of partners. OR</p> <p>c) Memorandum &amp; Article of Association with certificate of incorporation containing name of Bidder.</p> <p><b>Special Note:</b> The bidder has to upload the JV documents as per the format of Annexure-VIII pertaining to subject tender with reference to NIT No. and Tender ID.</p> <p><b>Note-1:</b> As per clause no.3.2(a) of Instructions to Bidders, Copies of documents in support of legal status of bidder as per NIT; written power of attorney of signatory of the Bid to commit the Bidder, are required to be uploaded along with bid.</p> <p><b>NOTE - 2: Upload "Legal Status Document" against "Additional Doc 3 (Requested in ATC)" section available under 'Documents required from seller'.</b></p>
6	<p><b>Undertaking by bidder on his/her/their Letter Head as per Annexure XV.</b></p>	<p>Undertaking regarding relatives as employees of company, Arbitration clause (in case of partnership firm), Local supplier status of the Bidder, declaration w.r.t Make in India order dated 16.09.2020, Code of Integrity for Public Procurement (CIPP) and compliance w.r.t procurement from bidder of a country which shares a border with India etc. as per the format given in the bid document at Annexure XV.</p> <p><b>NOTE: Bidder has to upload duly filled in and signed Undertaking against "Additional Doc 4 (Requested in ATC)" section available under 'Documents required from seller'.</b></p>
7	<p><b>Electrical Contractor License Ref Clause no 8 E of NIT (Applicable to Electrical Jobs)</b></p>	<p><del>Valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian State/UT, in accordance with IE Rule 45.</del></p> <p><del>NOTE: Bidder has to upload "Valid Electrical Contractor's License" along with "Undertaking Annexure XV" against "Additional Doc 4 (Requested in ATC)" section available under 'Documents required from seller' by merging these 2 documents into one document as applicable.</del></p> <p><b>Note: Please strike out/delete the clause if not applicable</b></p>
<p>Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.</p>		

**Note - 1: If the bidder uploads the confirmatory documents as mentioned above in any of the section of Document required from seller, it will be considered for evaluation.**

*Note - 2: As per cl.no.3(A) (xvii) of GeM GTC, Bidders while participating in a bid should submit price element(s) in Financial bid only. Accordingly, all bidders are advised not to mention any price element(s) in the technical bid, else the offer shall be rejected as nonresponsive, except in case of Single Packet Bidding*

**Note - 3: The bidder is requested to kindly go through the Checklist Annexure-XVIII before submission of bid.**

- d. Letter of Bid (LoB):** The provisions of Letter of Bid (LOB) and Undertaking regarding genuineness of the information provided as Annexure - I & II shall be part of Tender Document. Only those bidder(s) are allowed to participate in bidding through GeM Portal i.e. <https://gem.gov.in> who accepts the provisions of above stated Letter of Bid (LOB) and Undertaking regarding genuineness provided as Annexure-I & II.
- e. Price bid:** The bidder is required to quote their RATE including Goods & Services Tax (GST) and other applicable taxes, charges, etc, as applicable **on LUMPSUM Basis/on Percentage basis (as applicable)** as per the Scope of Work and considering the other provisions of Tender Document. The price- bids of the tenderers will have no conditions. The total amount quoted on the GeM Portal shall be considered final for bid evaluation.

**NOTE 1:** Bidder is also required to upload the **PRICE BREAKUP** as per the format provided as **Annexure-XVI** at the time of submission of bid against “**Financial Document Indicating Price Breakup required**” section.

**NOTE 2:** Further, In case any bidder fails to submit required **PRICE BREAKUP** as mentioned in the above **NOTE 1** or in case the **PRICE BREAKUP** submitted is not acceptable to SECL, the bidder who will become L-1 shall submit **PRICE BREAKUP** of their offered prices as per the format provided as **Annexure-XVI** at the request of buyer only after opening of price bid through their registered e-Mail ID on GeM portal which shall be considered part of contract.

In case of any discrepancy or the price breakup is not submitted by L-1 bidder, the total amount quoted on the GeM Portal shall be considered final for bid evaluation. Accordingly, the procuring entity will revise the item rates in proportion to the estimated rates provided in the tender, rounded off to two decimal places, but their sum should not be greater than the total amount quoted on the GeM Portal, which shall be binding on the bidder.

**10. Bid Submission:**

All bids are to be submitted on-line on the GeM portal website <https://gem.gov.in>. No bid shall be accepted off-line unless otherwise specified.

**11. System Requirement:**

It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the GeM portal. Under any circumstances, CIL/ Subsidiary shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the GeM portal or internet connectivity failures.

## **12. Opening of Technical Bid:**

Technical Bid(s) shall be opened online on the prescheduled date & time of Tender/Bid Opening.

## **13. Technical Evaluation of Tender:**

- A. After opening of Technical bid, the documents submitted by bidder(s) in cover I as enlisted in the NIT/Bid Document will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s) **online/ BSC / Annexure**. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for opening of price bid.
- B. In case the Tender Committee finds that there is some deficiency in uploaded documents (i.e. w.r.t confirmatory documents) corresponding to the information furnished online/Bid Submission Confirmation (BSC - Annexure XVII) or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Buyer clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 × 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e- mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.

**Note:** The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered

- C. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- D. The tender will be evaluated on the basis of documents uploaded by bidder(s) online against the information / declaration furnished in the Bid Submission Confirmation Sheet. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- E. In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
- F. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of up to 7 days. The clarification shall be taken in online mode through GeM portal only.

G. In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection to submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.

H. After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the evaluator and price bid shall be opened as per GeM provision. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on GeM portal after rescheduled date and time.

*In case of technically qualified Multiple L-1 bidder / seller, the Buyer may opt the facility provided by GeM as "Run L-1" to get the system declared L-1 bidder among all the technically qualified L-1 bidders by the GeM. In this case, the system will provide L-1 bidder among multiple L-1 bidders based on pre-defined criteria by GeM portal. This is binding on all the bidder/seller before submitting the bid as per GeM portal criteria.*

I. In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).

J. If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in CIL/SECL.

**Note: In case of exempted bidders from the payment of EMD, the rejected L-1 bidder shall be required to deposit the EMD amount to SECL. If the L-1 bidder does not submit the forfeited EMD (as recommended by Tender Committee) then the incident shall be referred to the authority issuing MSE Certificate to the Bidder for further course of action from their end along with raising incident in GeM portal as per Incident Mechanism Policy of GeM.**

**Note: In case If the defaulter L1 bidder is a Joint Venture (JV) firm, penal action against the JV will also be applicable to all the partners of JV.**

**K. Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.**

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.

**In terms of the above said policy, purchase preference shall be given to Class-I local supplier.**

**In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid.**

The definitions of Class-I Local Supplier, Class-II local supplier, Non-Local supplier, Local Content and Margin of Purchase Preference as per above mentioned Order are as follows:-

A. 'Class-I local supplier' means a supplier or service provider, whose goods, services

or works offered for procurement, has local content equal to or more than 50%, as defined under said order.

- B. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to more than 20% but less than 50%, as defined under said order.
- C. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order
- D. '*Local Content*' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- E. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

**In terms of the above said policy, purchase preference shall be given to local suppliers in the following manner :**

i). Confirmation in the form of Yes/No regarding possessing of required document indicating percentage of local content as enlisted in NIT.

**I. In the procurement of works which are divisible in nature, the following procedure shall be followed: -**

- i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.
- ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest Bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 Bidder.

**II. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed: -**

- i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.
- ii) If L-1 is not from a Class-I local supplier, the lowest Bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.

- iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 Bidder.

### **III. Applicability in tenders where contract is to be awarded to multiple bidders.**

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within margin of purchase preference of the L1 bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

**IV. Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

### **V. Verification of local content:**

- a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage

- of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.
- b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c) Decisions on complaints relating to implementation of this Order, 2020 (amended from time to time) shall be taken by TAA limited to the CMD of CIL/Subsidiaries to the procuring entity.
  - d) CIL/Subsidiary may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
  - e) False declarations will be debarment of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.
  - f) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed below.
  - g) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
    - i. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
    - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
    - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.
- In case of procurement of all goods, services or works in respect of which the Nodal Ministry of department has communicated that there is a sufficient local capacity and local competition, only Class-I local supplier as defined under the said order, shall be eligible to bid irrespective of purchase value.
  - In procurement of all goods, services or works, not covered by sl. No.1 above and with estimated value of purchases less than Rs.200 crore in accordance to Rule 161 (iv) of GFR 2017, Global tender enquiries shall not be issued except with competent approval as designated by Department of Expenditure. Only Class-I local supplier and Class-II local supplier as defined under the order, shall be eligible to bid in procurements undertaken by procuring entities, except when global tender enquiries have been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid long with Class-I local suppliers and Class-II local suppliers.
  - Procurements where the estimated value is less than Rs. 5 lakhs, shall be exempted from the Order. However, it shall be ensured by procuring entities

that procurement is not split for the purpose of avoiding the provisions of this Order.

## **VI. Reciprocity Clause**

1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM *for appropriate reciprocal action*.
2. Entities of countries which have been identified by the nodal ministry/departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
3. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

## **VII. Manufacture under license/ technology collaboration agreements with phased indigenization**

- a) While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
- b) In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. CIL/Subsidiary while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. CIL/ Subsidiary shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

### **Verification of local content :**

- i) All the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.

- ii) CIL/ Subsidiary may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.
- iii) False declarations will attract banning of business of the bidder for a period up to two year and with process in line with clause 20 of GTC.
- iv) A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

#### **L. Procurement from Micro and Small Enterprises (MSEs)**

i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L1 + 15% and they match the L1 price.

ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split.

If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender, in case the L1 is other than MSE. If MSE is a L1 bidder, full work will be awarded to such bidder. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE bidders are exhausted.

iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.

iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.

v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling CIL/ Subsidiary to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

- In case of proprietary MSE, proprietor(s) shall be SC /ST
- In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.

vi) Classification of Micro and Small Enterprise are as under:

- a. Micro Enterprise -Enterprise where the investment in plant and machinery or equipment does not exceed two crore and fifty Lakh Rupees and turnover does not exceed ten core rupees.
- b. Small Enterprise- Enterprise where the investment in plant and machinery or equipment does not exceed twenty five crore Rupees and turnover does not exceed one hundred core rupees.

vii) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

viii) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

ix) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be debarred for a minimum period of 1(One) year in line with provisions of Guidelines on Debarment of firms from Bidding.

x) If a bidder participates as a joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable to them (Note: Applicable for Tenders for Services).

**Note:**

The Bidder / Service Provider may be categorised in following four broad categories for consideration or applicability of purchase preference as per the Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order 2012 and Public Procurement (Preference to Make in India) Order 2017 vide office memorandum no F.1/4/2021-PPD dtd 18.05.2023.

<b>Category</b>	<b>Terminology</b>
Supplier is both MSE & Class-I local supplier	"MSE Class-I local supplier"
Supplier is MSE but non Class-I local supplier	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local supplier.	"Non-MSE non-Class-I local supplier"

**14. Extension of Critical Date**

The auto extension of submission of bid shall as per GeM (If number of bids received online is found to be less than three on end date of bid submission)

**Notes:**

1. The Bid validity period of tender shall be decided based on the final end date of submission of bids.

**15. One Bid per Bidder:**

15.1 Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a joint venture or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

**16. Refund of EMD:**

- a. In case of bidder submitted EMD in the form of DD / NEFT / RTGS then the said EMD of rejected bidder shall be refunded based on Mandate Form (Annexure-III) to be submitted by the bidder (except the cases where EMD is to be forfeited).
- b. In case of bidder submitted EMD in the form of e-PBG then the said e-PBG of rejected bidder shall be refunded manually from the office of Tender Inviting Authority (i.e. Buyer) (except the cases where EMD is to be forfeited).
- c. The EMD of successful bidder (on Award of Contract) will be adjusted to Performance Security Deposit at the option of the bidder.
- d. Forfeiture of EMD shall be as per the provisions of GeM GTC & General Conditions of Contract (GCC).

**17. Site Visit:**

17.1 The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and its surrounding, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.

17.2 It shall be deemed that the Bidder has visited the Site/Area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he/she/they actually visits the Site / Area or not and has taken all the factors into account while quoting his/her/their rates.

17.3 The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.

17.4 The Bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the Bidder.

**18. Taxes and Duties:**

All duties, taxes and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by

bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

Input tax credit is to be availed by CIL/Subsidiary as per rule.

If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State ) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest and penalty, if any.

The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

**Note:**

During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

**19. Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

**20. Technical Specifications:**

The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

**21. Currencies of Bid and Payment:**

The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.

**22. Handing Over of Site:**

On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.

**23. Deployment of Manpower and Machineries:**

The tenderer(s) will deploy sufficient number and size of equipments/machineries/vehicles and the technical/ supervisory personnel required for execution of the work.

**24. Change in Constitution of the Contracting Agency:**

Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

**25. Canvassing in Tender:**

Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

**26. Letter of Acceptance (LOA)/Work Order/GeM Contract:**

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on GeM portal prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalised dash-board online. On receipt of Letter of Acceptance (LOA)/Work Order/GeM Contract of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfilment of the contract.

Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order/GeM Contract and forfeiture of the Earnest Money.

In addition, the department may debar the bidder from participating in future bids for at least 12 months as per “Guidelines on Debarment of firms from Bidding” as available in the General Conditions of Contract (GCC) with intimation to all concerned and online blocking of Seller A/c by escalating the issue to the GeM Admin as per INCIDENT MECHANISM policy of GeM.

**27. Bid Validity:**

The validity period of the tenders shall be **120 (One Hundred Twenty) days** from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders (all the responsive tenderers) to extend the period of validity for a specified additional period. The employer’s request and the bidder’s responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.28 (Modification and Withdrawal of Bid) of NIT.

**28.Modification and Withdrawal of Bid:** : As per GeM Provision.

**29. Standard Operating Procedure for Withdrawal of Bid:** As per GeM Provision.

**30. Postponement of scheduled date(s):**

The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

**31. Public Enterprises preference:**

The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

**32. Contract Agreement Document(s):**

This Tender Notice shall be deemed to be part of the Contract Agreement. The “General Terms & Conditions”, Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement as per clause 2 of General Terms and Conditions.

**33. Sub-letting of Work:**

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The total value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting.

If a contractor submits his bid qualifies but does not get the contract because of his being not the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the contract.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in -Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

**34. Prohibition of Child Labour engagement:**

The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.

**35. Implementation of CMPF/EPF:**

The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.

**36. Splitting up of the work:**

The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderer(s) or accept the tender in part and not in its entirety.

**37. Settlement of Disputes:**

Matters relating to any dispute or difference arising out of this tender and subsequent contract Awarded based on this tender, shall be dealt as per Clause No. 16- title-'Settlement of Disputes' of the 'General Terms and Conditions' of 'Conditions of Contract' of the tender document.

**38. Restrictions on Procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries:**

The guidelines as per order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, GoI as amended from time to time shall be applicable.

- I. 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.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain context) means any person or firm or company, including any member of a Joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency, branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of order F.No. 6/18/2019-PPD dated 23.07.2020 means :-
  - b. An entity incorporated, established or registered in such a country; **or**
  - c. A subsidiary of an entity incorporated, established or registered in such a country; **or**

- d. An entity substantially controlled through entities incorporated, established or registered in such a country; **or**
- e. An entity whose beneficial owner is situated in such a country; **or**
- f. An Indian (or other) agent of such an entity; **or**
- g. A natural person who is a citizen of such a country; **or**
- h. A joint venture where any member of the joint venture falls under any of the above.

IV. "The beneficial owner" for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of, or entitlement to more than Twenty Five Percent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

**Note:**

1. (a) The intending bidders must accept unconditionally in GTE the Undertaking at Annexure-XV in compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 and as amended from time to time of Ministry of Finance, GoI.

**AND**

(b) Valid registration from competent authority (if applicable). Registration should be valid at the time of submission of bid and at the time of acceptance of bids.

2. Guidelines issued by GoI regarding registration with Competent Authority and regarding exclusion from restriction may please be referred.

**39. Code of Integrity for Public Procurement (CIPP)**

The bidders/ contractors are required to abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document at **Annexure X**.

40. Any corrigendum/date extension etc. in respect of above tender shall be issued in website of GeM portal <https://gem.gov.in> only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

**41. DOCUMENTS FOR EXECUTION & SIGNING OF THE AGREEMENT (Applicable for Contract Value > ₹ 10 Lakhs):**

The successful bidder (L-1 Bidder) is required to submit the following documents and to attend this office for signing the agreement within 21 (Twenty-One) days of issue of this LOA/Work Order/GeM Contract:

- i. Performance Security Deposit (PSD) & Additional Performance Security Deposit (APSD) as applicable.
- ii. Non-Judicial Stamp Paper of Rs. 100.00 (One Hundred)
- iii. Site handover and takeover certificate, jointly signed by Engineer-in-Charge and the Contractor (if applicable)
- iv. Labour License as per Contract Labour (Regulation & Abolition) Act, 1970.
- v. Insurance Policy certificates (Worker's Compensation Policy & All Risk Policy) (as applicable) duly pledged in the name of SECL.
- vi. CMPF/ EPF Registration certificate
- vii. Detail Time and Progress Chart, jointly signed by Engineer-in-Charge and the Contractor (if applicable)
- viii. List of Technical & Supervisory Personnel to be deployed for execution of the work.
- ix. Mandate Form for Electronic Fund Transfer (EFT)

**42. Integrity Pact (applicable for tenders with estimated cost more than ₹ 2.00 Crore).**

Bidders are required to accept unconditionally the Pre-Contract Integrity Pact (**Annexure IX**) in General Technical Evaluation (GTE) as provided in BSC

Name, address and contact No. of the Independent External Monitor (IEM) nominated for this tender:

<u>Sl.No.</u>	<u>Name</u>	<u>Address</u>	<u>email Id</u>

**Tender Inviting Authority  
General Manager (E&M)  
Gevra Area**

SCOPE OF WORK/SERVICE (To be specified by User Department)

**Scope of Work – Electromagnetic Digital Water Flow Meter with Telemetry**

The work includes supply, installation, testing, commissioning, calibration, telemetry integration, operation and maintenance of six (06) numbers of 250 mm battery-operated electromagnetic digital water flow meters with inbuilt telemetry devices including protective cabins, telemetry services, server connectivity with one year warranty and five years Comprehensive Maintenance Contract (CMC).

The scope includes **all activities, materials, equipment, services, accessories, and manpower required for the complete and satisfactory execution of the work**, whether specifically mentioned or not but deemed necessary for proper functioning of the system during warranty period and CMC period.

The system shall comply with all applicable **guidelines, notifications, and regulatory requirements issued by the Central Ground Water Authority (CGWA)** or any other statutory authority from time to time.

The scope of work includes **all components, accessories, communication devices, telemetry services, software interfaces, server connectivity, cloud storage, power conditioning equipment, protection devices, calibration services, preventive maintenance, corrective maintenance, and reporting requirements** necessary for the complete and uninterrupted functioning of the system during warranty period and CMC period.

Any item or service not explicitly mentioned in the tender document but required for successful installation, operation, and compliance with CGWA guidelines shall be deemed to be included in the scope of the contractor without any additional financial implication to the department.

No claim for extra payment, additional work, or interpretation of ambiguity shall be entertained on the grounds that any component, service, or activity was not specifically mentioned in the tender document but is necessary for proper functioning of the system.

The scope of work shall therefore be interpreted in a comprehensive manner to ensure complete system functionality, regulatory compliance, and reliable data monitoring without leaving any scope for doubt, dispute, or malpractice by the bidder.

The scope of work includes :

1. Procurement of 06 Nos. of 250mm Electromagnetic Digital water flowmeter with inbuilt Telemetry Device.
2. Installation of 06 Nos. of 250mm Electromagnetic Digital water flowmeter with inbuilt Telemetry Device at Gevra Project, SECL.
3. Commissioning of 06 Nos. of 250mm Electromagnetic Digital water flowmeter with inbuilt Telemetry Device at Gevra Project. The system shall be considered commissioned only after successful data transmission to the designated server/portal.
4. Annual Calibration of 06 Nos. of 250mm Battery Operated Electromagnetic Digital water flowmeter with inbuilt Telemetry Device at Gevra Project & and the Calibration Certificate should be submitted to Project Engineer (E&M) and Nodal Officer (Environment), SECL Gevra Area.

5. Cabin for protection of System should be provided and installed for 6 Nos. of 250mm Battery Operated Electromagnetic Digital water flowmeter with inbuilt Telemetry Device at SECL Gevra Project
6. Telemetry services (including sim procurement, network charges & server charges) for 6 years (01 year warranty + 05 years CMC) for 6 Nos. of 250mm Electromagnetic Digital water flowmeter with inbuilt Telemetry Device.

The bidder shall ensure that network availability shall not be cited as a reason for non-functioning of the telemetry system. The bidder shall arrange SIM cards from the telecom service provider having the best available network coverage at the installation site.

7. No additional charges will be paid for the working & data transfer of 6 Nos. of 250 mm Electromagnetic Digital water flowmeter with inbuilt Telemetry Device at Gevra Project.

The warranty period of 01 year and Comprehensive Maintenance Contract (CMC) of 5 years for 6 Nos. of 250 mm Electromagnetic Digital water flowmeter with inbuilt Telemetry Device at Gevra Project includes:

- a) Checking of the complete system, preventive maintenance & service, emergency / breakdown maintenance & service, repair, replacement of all defective parts, Data acquisition, validation & software support service, supply of all spares, consumables, repair & replacement of batteries etc. during entire warranty period and CMC period.
- b) Monthly visit should be made by a qualified and experienced service engineer who is familiar in operating the equipment. Dates for monthly visits against the contract will preferably be decided mutually. Every effort should be made to try and adhere to the dates. In the event of delays due to certain unforeseen circumstances dates/revised dates should be intimated to Project Engineer (E&M) and Nodal Officer (Environment), SECL Gevra OCP. During the monthly visit complete data of previous month should be submitted in soft copy to Project Engineer (E&M), SECL Gevra OCP.
- c) The service engineer should be available as and when required, other than the monthly visits. Every visit by the service engineer should be made within 72 hrs from receipt of a complaint of breakdown of the equipment.
- d) Ensure round the clock display of parameter readings on server.
- e) Providing technical support to ensure 'Real-Time' online data transmission/connectivity with Server.
- f) During the CMC and warranty period supply of original spares will be sole responsibility of the successful bidder.
- g) It will be the responsibility of successful bidder to procure and maintain adequate quantity of inventory stock for quick replacement of damaged components / spares.

- h) The old spare parts which are replaced by new ones shall be the property of the successful bidder.
- i) Bidder is responsible to comply with the guidelines issued from CGWA time to time.
- j) Any penalty, if imposed on the project for faulty/non-working of Digital flow meter with Telemetry will be recovered from the successful Bidder from their bills.

**Technical specification of Digital Water Flow Meter with Telemetry for Groundwater extraction monitoring as per CGWA notification is also attached herewith for reference.**

**Tender Inviting Authority)  
General Manager (E&M)  
Gevra Area**