

A. NOTICE INVITING TENDER

1.1 Electronic tenders (Final Bid including Price Bids) are invited for “Construction of EMRS (Eklavya Model Residential School) at Jalah (Phase 2), Baksa, Assam”. The Price Bids shall be opened only after the verification of the documents submitted.

Submission of Online Bid is mandatory for this Tender. Detailed instructions are given in Section-2 of this Tender Document.

1.1.1	Name of the Work	:	“Construction of EMRS (Eklavya Model Residential School) at Jalah (Phase 2) Distt. Baksa in the state of Assam”
1.1.2	Estimated cost of Construction works	:	Total estimated cost of construction is Rs. 19,43,22,499.00/- (including GST) and the cost of ESI & EPF component as Rs 71,40,757/- is additional & reimburse on submission of proof.
1.1.3	Cost of tender document	:	Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only)
1.1.4	Earnest Money Deposit (EMD)	:	Rs. 29,43,225/- (Rupees Twenty Nine Lakhs Forty Three Thousand Two Hundred Twenty Five Only).
1.1.5	Bid Security Declaration	:	The bidders to submit a signed copy of Bid Security Declaration as per the format attached at Annexure-2, <u>along with their Online Bids</u> , accepting that if they withdraw or modify their bids during the period of validity, they will automatically be suspended from being eligible for bidding in any contract with TCIL for the period of three (3) years starting on bid submission closing date.
1.1.7	Completion Period	:	14 (Fourteen) Months from 10th day of the date of issue of Letter of Intent (LOI).
1.1.8	Validity of Bid	:	120 days from the date of opening the Bid
1.1.9	Start Date & Time of Publishing Tender	:	18.06.2024, 15:00Hrs
1.1.10	Start Date & Time of Procurement of Tender Document	:	18.06.2024, 15:00Hrs
1.1.11	Last Date & Time of raising/ Seeking information in writing, if any	:	28.06.2024, 11:00Hrs (No query after this date shall be entertained). Bidders are advised to attend Pre- bid meeting for seeking clarificationson their queries.
1.1.12	Last Date & Time for submission of bid	:	08.07.2024, 15:00Hrs
1.1.13	Opening of Technical Bid	:	09.07.2024, 11:00Hrs
1.1.14	Online Opening of Financial bid.	:	To be notified later to Techno-commercially qualified bidders

Note:-

- (i) The payment of tender fee shall be made through Demand Draft (DD) in favor of “Telecommunications Consultants India Limited” payable at New Delhi or through digital transfer by NEFT/IMPS/RTGS. **The tender fee is Non-refundable.**
- (ii) EMD shall be submitted in the form of DD/ BG in prescribed format in favor of “Telecommunications Consultants India Limited” payable at New Delhi valid for 180 days or through digital transfer by NEFT/IMPS/RTGS. The Bank Guarantee to be submitted in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS platform as per details below:

Name of Beneficiary and its Details	Name	Telecommunications Consultants India Limited
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi- 110048
Name of Beneficiary Bank and its details	Name	ICICI Bank Limited
	Address	9-A, PHELPS Building, Connaught Place, New Delhi- 110001
	IFS Code	ICIC0000007
Bank Account No. of TCIL		000705005880
Account Type		Current

- **The EMD is refundable and shall not attract any interest.**

EMD can also be paid through the following prescribed electronic modes of payment (**UTR No. is to be provided by bidder in the technical online bid**):

- Debit card powered by Ru-Pay
- Unified Payment Interface (UPI) (BHIM-UPI) – TCIL VPA ID – tcil80@ICICI
- Unified Payment Interface (UPI) Quick Response Code: As below.
- Bank details for NEFT: same as given above.



Note: - Bids received without Bid Security (EMD) may be summarily rejected.

- (iii) The bidders shall note that in case the payment of EMD is done through DD /BG modes, then the original Hard Copy of the same shall be submitted to TCIL Guwahati Office, House No. 1421 NH-37 Tetelia, P.O- Gotanagar, PS-Jalukbari, District- Kamrup Metro, Guwahati Assam, Pin-781033 (*address mentioned in the tender document*) before the last date and time for submission of the bid, failing to which, the bid of such bidders shall be rejected summarily and shall not be considered for any further evaluation.
- (iv) In case, the payment of Tender Fee and/or EMD is done through digital modes (i.e. NEFT/RTGS/IMPS/UPI Modes), the bidders shall submit the details of successful transaction clearly mentioning the UTR no., in its online bid, failing to which, the bid of such bidders shall be rejected summarily and shall not be considered for any further evaluation.

Note:- Bids received without Bid Security (EMD) may be summarily rejected.

Bids shall be submitted on GePNIC Portal (<http://etenders.gov.in>). Bidders are advised to visit GePNIC portal (<http://etenders.gov.in>) regularly for updates/amendments, if any. Bidders can contact NIC for Telephonic Help Support / Help Desk Number- 1800 3070 2232, 0120- 4200462 for requisite queries regarding registration, training, demonstration etc. of Government e- Procurement System of NIC (GePNIC).

Bidders are advised to visit the TCIL website and CPP Portal regularly for updates/ amendments, if any. Bids shall be submitted on GePNIC Portal (<http://etenders.gov.in>). Bidders are advised to visit GePNIC portal (<http://etenders.gov.in>) regularly for updates/amendments, if any. Bidders can contact NIC for Telephonic Help Support / Help Desk Number- 1800 3070 2232, 0120-4200462 for requisite queries regarding registration, training, demonstration etc. of Government e- Procurement System of NIC (GePNIC).

Bidders are advised to visit the TCIL website and CPP Portal regularly for updates/ Corrigenda/ Addenda/ Amendments, if any.

1.2 Bidding Methodology: -

The bidders to submit the Final Bid documents ONLINE in following two envelopes: -

- (i) **Envelope-I:** - The bidders to submit their Bid Capacity certificate, Bid Security Declaration, Undertaking on Rs. 10/- Stamp Paper as per format at Annexure-1, Value of Existing Commitments & ongoing works, Financial Data last Five year, undertaking for No-Conviction Certificate/Non-Debar Certificate, undertaking for Certification of Genuineness, undertaking of Clause-by-clause compliance, Power of Attorney, and Check List.
- (ii) **Envelope-II:** - The bidders to submit their Price Bids, strictly as per the format provided in the tender document.

1.3 Evaluation: -

The bidders who have submitted all the requisite documents in Envelope-I (mentioned at clause 1.2) and meet the Bidding Capacity criteria, will be eligible for opening of the price bids. The successful bidder shall be declared on the lowest cost basis.

1.4 Site Visit: -

1. The bidder's own responsibility, cost & risk, is encouraged to visit and examine the site of works & its surroundings, go through the MLP, Plan/drawing/details connected to the works as available and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of work. The cost of visiting the site shall be at the bidder's own expense.
2. It shall be deemed that bidder has visited the site and got fully acquainted with the working conditions and other prevalent conditions and fluctuation thereof whether he actually visits the site or not and has taken all the factors into account while quoting his rates.
3. It shall be deemed that bidder has got himself acquainted with the conditions and geological details available for the proposed work site.

NOTE: The bidder, who has not submitted the aforesaid certificate from designated TCIL representative for having visited the site within the date and time as specified below, will not be considered for evaluation and its bid shall be taken as non-responsive bid."

Date and Time for Site Visit: - 01-07-2024 & 02-07-2024

Contact Person for site visit –	1. <i>Mr. Tapas Swain,</i> <i>Zonal Manager/PD (NE-1),</i> <i>Mob – 7681006542</i>
	2. <i>Mr. Uma Shankar Choudhary</i> <i>(Project Manager)</i> <i>Mob 7566916777</i>

1.5 Mobilization period: 10 days as mobilization period from the date of issuance of LOI

1.6 Make in India

- 1 In procurement of all goods, services or works in respect of which the nodal ministry/department has communicated that there is a sufficient local capacity and local competition, only Class-I local supplier as defined under the order shall be eligible to bid irrespective of purchase value.
- 2 Only Class-I and Class-II local suppliers, as defined under the order shall be eligible to bid in procurement undertaken by procuring entity, except when global tender enquiry has been issued.
- 3 In Global tender enquiries, non-local supplier shall also be eligible to bid along with Class-I Local suppliers and Class-II local suppliers. In procurement of all goods, services or works not covered by point (a) above and with estimated value of purchases less than Rs 200 Crores, in accordance with rule 161 (iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure, GoI. GOI Order No. P-45021/2/2017- PP(BE-II), dated 16-09-2020 and TCIL Circular No. TCIL/15/1926/I/20-MM dated 18.02.2021 for Make in India may be referred for further details.

(Mandatory Undertaking for Purchase Preference to MAKE In INDIA is to be submitted along with the Tender. The bidder needs to submit calculation of local content as per format attached in Section- 11.)

1.7 Eligibility Criteria:

NOTE: - “Since this is a WORKS Contract, benefits to MSME shall not be applicable.”

A. Technical Eligibility Criteria

Experience of having successfully completed similar works during the last 7 (seven) years ending on 30.04.2024, either of the following: -

Three similar completed works costing not less than the amount equal to 40% of estimated cost

OR

Two similar completed works costing not less than the amount equal to 60% of the estimated cost

OR

One similar completed work costing not less than the amount equal to 80% of the estimated cost

Note: Similar work would mean successfully completed ‘Construction of Building works’ in the last 7 years for the Government/ Semi Government / Govt. Autonomous Bodies / Private Sector.

Bidder to submit copies of Completion certificates along with LOA/ Agreement from client clearly mentioning the nature of work, value of work, date of start, time period & actual date of completion. The certificates shall be considered only if it is issued / counter signed by an officer not below the rank of EXECUTIVE ENGINEER OR equivalent.

In case the work experience is of Private Sector, the completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and corresponding TDS certificates. Value of work will be considered commensurate with the value of corresponding TDS Certificate. The corresponding TDS certificate to be duly certified by the Statutory Auditor. If the requisite TDS certificate is not provided by the bidder, the related work experience will not be considered for any further evaluation.

As per TCIL EOI updated on 22-03-2024 point no 11, No benefit under the MSME Act shall be applicable to MSEs if the project is categorized as Works. Benefits to MSEs shall be given for Goods and Services only. Benefits to Start-ups shall be given irrespective of goods or services or works.

However, no benefits shall be extended to MSEs with regard to payments. For payment, the tender terms and conditions shall be applicable.

B. Financial Eligibility Criteria:

a) Turnover: Average annual financial turnover on **Construction works** should be at least 30% of the estimated cost put to tender during the immediate last three consecutive financial years i.e. FY 2020-21, 2021-22 & 2022-23.

Bidder shall submit audited Balance Sheets and Profit & Loss account statements for the last three financial years ending on 31.03.2023 i.e. for Financial Years of 2020-21, 2021-22, & 2022 -23.

Bidders to provide a certificate from Statutory Auditors clearly mentioning the figures of turnover from Construction works only during the immediate last three consecutive Financial Years i.e. FY 2020-21, 2021-22 & 2022 -23.

The above certificate should be duly certified by Statutory Auditor/ Chartered Accountant on their letter head with details of Membership No, Contact (email and phone number) and UDIN number. If certificate submitted by the Bidder without above mentioned thereon shall not be considered as part of bid and shall not be taken into account during evaluation of documents.

The applicant should have: (i) access to, or possess available liquid assets and other financial means (independent of any contractual advance payments) sufficient to meet the construction cash flow requirements for the subject contract, of the certain minimum amount specified; (ii) adequate sources of finance to meet the cash flow requirements of works currently in progress and for future contract commitments; and (iii) financial soundness as established by audited balance sheets and/ or financial statements

(b) Profit/ Loss: The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets, duly certified and audited by Chartered Accountant. (The balance sheet in case of Pvt / Public Ltd. company means its standalone financial statement and consolidated financial statement both)

(c) Banker's Certificate from a Commercial Bank or Net worth Certificate:

Banker's Certificate of the amount equal to 40% of the Estimated Cost put to tender (ECPT),

Or

Net worth certificates of minimum 10% of the estimated cost put to tender issued by certified Chartered Accountant with UDIN.

(d) Bidding Capacity:

The bidders will be qualified for opening of their Price Bids only if their available Bid Capacity is equal or more than the estimated cost of work put to Tender. The bid capacity Shall be worked out on the following formula:

$$\text{Bid capacity} = \{[A \times M \times N] - B\}$$

Where,

A = Maximum value of engineering (Civil/ Electrical/ Mechanical as relevant to work being procured) works executed in any one year during the last five years (updated at the current price level), taking into account the completed as well as works in progress

M = Multiplier Factor = 1.5

N = Numbers of years prescribed for completion of work for which bids has been invited;

B = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next 'N' years

Note : *The bidders to submit the following documents in respect of Bidding Capacity:-*

*(i) Bid Capacity as mentioned above along with the calculations and supporting documents (copy of letter of award and last bill payment from client for each work) should be duly certified by Statutory Auditor/ Chartered Accountant on their letter head with details of **Membership No, Contact (email and phone number) and UDIN number.***

- Bidder has to submit the financial data for latest last five financial years ending with FY 2022-23, in Annexure-15 along with audited financial statements. The financial data in the prescribed format shall be certified by the Statutory Auditor/ Chartered Accountant.

- Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited, has to be submitted by the bidder in Annexure-16, which shall be certified by the Statutory Auditor/ Chartered Accountant along with all the supporting documents considered for arriving at the value of works in hand.

Any such certified document submitted by the Bidder without UDIN number mentioned thereon shall not be considered as part of bid and shall not be taken into account during evaluation of documents.

(ii) In the case of a group, the above formula will be applied to each member to the extent of his proposed participation in the execution of the work. If the proposed % participation is not mentioned then 100% participation will be assumed.

Special Note: -

1. The bidder should be provided the undertaking that how much EMRS work with him. The undertaking shall be certified by Chattered Accountant.
2. The bid capacity should have equal value of Tender Cost.
3. Any false information in this regard given by bidder than the bidder shall be disqualify after award of work.

1.8 Performance Security: -

The successful bidder is required to submit a Performance Guarantee of 5% of the awarded value of contract in the form of Demand Draft/ Banker's Cheque or Bank guarantee in prescribed format within 10 days from the issuance of LOI, before the signing of agreement. The Performance Guarantee shall be initially valid up to 60 days beyond the stipulated completion date which shall be further extended by the contractor from time to time up to the date of 60 days beyond the issuing of the Handing Over Certificate or Completion Certificate, whichever is later.

Further, retention equivalent to 2.5% (As per Clause 11 (ii) of GCC 2022 of CPWD) of the gross amount of each running and final bill shall be deducted.

The Bank Guarantee to be submitted in the prescribed format issued by a Delhi / Guwahati Branch only from a SFMS enabled Scheduled Commercial Bank through SFMS Platform. Alternatively, BG can also be submitted in physical form from a Scheduled Commercial Bank through its Delhi Branch only.

In the event of the contract being determined or rescinded under provision of any clause / condition of the agreement or the performance of the contractor judged to be poor, the performance guarantee amount shall stand forfeited and the amount such received shall be absolutely at the disposal of employer.

The Performance Bank Guarantee shall be returned after 60 days to date of issuing of the Handing/ Taking Over Certificate or Completion Certificate, whichever is later.

The refund of retention shall be after successful completion of defect liability

period. The security deposit shall be released as per clause 27 (i.e. DLP)

FAILURE OF THE SUCCESSFUL BIDDER TO SUBMIT THE ABOVE-MENTIONED PERFORMANCE SECURITY OR SIGN THE CONTRACT AGREEMENT SHALL CONSTITUTE SUFFICIENT GROUND FOR THE ANNULMENT OF THE AWARD/CANCELLATION OF THE AWARD OF WORK AND ACTIONS AS PER THE BID SECURITY DECLARATION SHALL BE TAKEN AGAINST THE BIDDER

1.9 Security Deposit/ Retention: -

The Security deposit or the retention money shall be deducted from each running/ final bill of the contractor @ 2.5% (Two Point Five percent only) of the gross value of the Running Account/ final bill.

The refund of retention shall be after successful completion of defect liability period.

1.10 Procedure of award in case of two or more bidders quoting the same lowest rates: -

In case the lowest tendered amount of two or more bidders is same, then such lowest bidders may be asked to submit sealed revised offer but the revised offer should not be higher than their respective original offers quoted already at the time of submission of the tender. The lowest tender shall be decided on the basis of revised offers.

If the revised amount of two or more bidders received in revised offer, is again found to be equal, then the lowest tender, among such bidders, shall be decided by draw of lots in the presence of tender accepting authority of TCIL.

In case of any such lowest bidder in his revised offer is more than their respective original offer quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest bidder or case of refusal to submit revised offer by the lowest bidder shall be treated as withdrawal of his tender before acceptance and action as per Bid Security Declaration of the tender shall be taken against such bidder.

1.11 GST & PAN Registration:

The Bidder must be registered for GST and PAN no (Submit copy of GST Registration Certificate and PAN Card).

GST registration certificate of the state in which the work is to be taken up, if already obtained by the bidder. If the bidder has not obtained GST registration in the state in which the work is to be taken up, or as required by GST authorities then in such a case the bidder shall scan and upload following undertaking along with other documents:

"If work is awarded to me/us, I / We shall obtain GST registration certificate of the state in which work is to be taken up within one month from the date of receipt of award letter or before release of any payment by the Employer, whichever is earlier, failing which, I/We shall be responsible for any delay in payments which will be due towards me/ us on a/c of the work executed and/ or for any action taken by the Employer or GST Department in this regard."

1.12 Registration of company: -The bidder should be an Indian Registered Company under Companies Act 1956 (or 2013)/ Proprietorship/ Partnership firm. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.

1.13 Labour License:

Labour law to be complied by the Contractor

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979. The contractor shall also abide by the

provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work and any of the prevalent Labour law of state.

1.14 Contribution to EPF & ESIC:- The contractor has to register in EPF & ESIC and submit regular return as per mandatory requirement.

The ESI and EPF contributions on the part of Employer in respect of this contract shall be paid by the contractor. The verification of deployment of Labour will be done through biometric attendance system or any other suitable method as per discretion of the Engineer in Charge.

1.15 Consortium:

The consortium agreement must be submitted clearly identifying the “Lead Partner”. This authorization shall be evidenced by submitting with the bid a Authorization letter/Board Resolution signed by legally authorized signatories of all the partners. Application in consortium is permitted subject to a maximum of three (03) agencies. For Turnover Financial Eligibility Criteria, the turnover of each partner shall be added for the propose eligibility criteria. However, the turnover of lead bidder shall not be less than 25% of average turnover requirement of bid and must fulfil net-worth requirement criteria.

In case of consortium, the experience criteria of similar single work of 70% (60% for MSEs & Startups) value of estimated cost or at least one work out of two similar works of 50% (40% for MSEs & Startups) value of estimated cost or at least one work out of three similar works of 40% (30% for MSEs & Startups) value of estimated cost in last seven years should be fulfilled by lead bidder.

In case Lead Partner nominated by the consortium does not meet the experience criteria and Net Worth Criteria, submitted bid shall not be considered. Each consortium partner shall be jointly and severally responsible for completing the task as per the contract. TCIL, in any case, will deal with the lead partner, who shall be responsible for execution of work and shall be entitled to receive payments as per payment terms.

The bid may be signed by all members of the consortium. Alternatively, the leader may sign the bid. In such a case, the Authorization Letter/ Board Resolution from each member authorizing the leader for signing and submission of bid on behalf of individual member must accompany the bid offer.

The formation of consortium or change in the consortium character/partners after submission of the bid and any change in the bidding regarding consortium will not be permitted.

The bid submission must include documentary evidence to the relationship between consortium partners in the form of Consortium Agreement to legally bind all partners jointly and severally for the proposed agreement, which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (jointly and severally) in respect of each and all of the firms in the consortium. Such consortium agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

The consortium agreement must provide that the lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the consortium and the entire execution of the contract shall be done with active participation of the lead partner.

The contract agreement should be signed by each consortium partners so as to legally bind all partners jointly and severally and bid shall be submitted with a copy of the consortium agreement providing the joint and several liabilities with respect to the contract. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the consortium or authorized signatory on behalf of consortium.

The consortium agreement must specifically state that it is valid for the project for which bidding is done. If consortium breaks up midway before award of work and during bid validity period, bid will be rejected. If consortium breaks up midway before award of work and during bid validity/after award of work/during pendency

of contract, in addition to normal penalties as per provision of tender document, all the partners of the consortium shall be debarred from participating in future bids for a minimum period of twelve (12) months or maximum 36 months as per decision of TCIL.

Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.

In case of separate entity by way of JV etc., then eligibility of the entity only shall be considered.

- 1.16 Certification of Genuineness:** -The bidder should give an undertaking on the company's letter head that all the documents/ certificates/ information submitted by them against the tender are genuine. In case any of the documents/ certificates/ information submitted by the bidder is found to be false or forged, TCIL shall immediately reject the bid of such bidder(s) or cancel/ terminate the contract and forfeit bid security/ performance security submitted by the bidder and debar them from participation in future EOIs/tenders of TCIL for a period up to 5 years.
- 1.17 No Conviction Certificate:** The bidder to submit duly signed 'No Conviction Certificate' as per the Performa
- 1.18 Non-Debar Certificate:** The bidder to submit duly signed 'Non Debar Certificate' as per the Performa attached
- 1.19 Clause by Clause compliance:** Bidder should submit a statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Sections of the tender on the Letter Head of their Organization along with its Bid.

- 1.20 Additional Performance security:** In Addition to The Performance Security, Additional Performance security (APS) shall also be taken from successful bidder in case of abnormally Low Bid as per slab given below

SL No	Range difference between the estimated cost put to tender and bid amount	"Additional Performance security" to be deposited by the successful bidder
i.	Below 5%	No Additional Performance security
ii.	From 5% and above and below 10%	50% of (Difference between estimated cost put to Tender and Bid Amount)
iii.	From 10% and above	150% of (Difference between estimated cost put to Tender and Bid Amount)

- 1.21 Integrity Pact:-** The tenders of value more than Rs. 5.00 Cr are covered under Integrity. Pact and bidder is required to submit duly filled and signed Integrity Pact, which is also available on TCIL website.
- 1.22** Bidders should note that TCIL may verify authenticity of all the documents/ certificate/ information submitted by them against the tender. In case it is established that the bidder has submitted forged documents/ certificates, the Price Bids of such bidders shall not be opened and such bidders shall be debarred from participating in future bidding processes of TCIL for a minimum period of five years, which may be further extended at the discretion of TCIL. Further, the Security Deposit amount or any other amount lying in any form with TCIL, of such bidders shall also be forfeited.

1.23 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LANDBORDER WITH INDIA

Bidders shall submit the following certificate on their letterhead for sourcing products and services in tender

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s_(name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against this EOI. The bidder will not source those products

& services whose beneficial owner is from such countries "

[wherever applicable the bidder must submit evidence of valid registration by Competent Authority]

GUIDELINES FOR ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA':

As per Order dated 23.07.2020, issued by Department of Expenditure, Ministry of Finance, Govt, of India in this regard, the following guidelines have been issued by DoE for tenders:-

1. 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. Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No.1) dated 23.07.2020.
2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or 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 hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
3. "Bidder from a country which shares a land border with India" for the purpose of this Order means; -
 - i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. The beneficial owner for the purpose of (3) above will be as under:-
 - i. 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 per cent, of shares or capital or profits of the company;
- b. "**Control**" shall include the right to appoint 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;
 - ii. In case of a partnership firm, the beneficial owner is the natural persons) 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**;
 - iii. 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;

iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v. 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.

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

The bidder must officially procure / download the tender documents before the last date and time of sale of tender document in order to bid for this tender.

All the bidders must ensure that their bid is complete in all respects and conforms to tender terms and conditions, tender specifications etc. failing which the bids are liable to be rejected without seeking any clarifications on any exception/deviation taken by the bidder in their bid.

TCIL reserves the right to accept or reject any or all the tenders without assigning any reason.

Contacts:

TCIL Contact-1- Mr. Tapas Swain, GM (Civil)/ Project Director (NE-1)

E-mail ID: tapas.swain@tcil.net.in,

TCIL Contact-2- Mr. Uma Shankar Choudhary, Project Manager

E-mail ID: umashankar.choudhary@tcil.net.in

GePNIC - Toll Free Telephone No.: 1800 3070 2232 Helpdesk; 011-26202601