

## NOTICE INVITING TENDER

**1.1** Electronic tenders are invited from eligible bidders for “Construction of Phase-A Left Over/Balance Works at JNV,Distt. Kupwara (J&K).”

Submission of Online Bids 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 Phase-A Left Over/Balance Works at JNV,Distt. Kupwara (J&K).
- 1.1.2 Estimated cost : **Rs. 2087.30 Lakhs** (Rupees Twenty Crores Eighty Seven Lakhs Thirty Thousand only) **(Including GST at prevailing rates, other taxes, cess, EPF & ESIC, levies any other statutory provision etc.)**
- 1.1.3 Cost of Tender Document (non-refundable) : 23,600/- (Rupees Twenty Three Thousand & Six Hundred only)  
Tender Fee can be paid through the following prescribed electronic mode of payment (***UTR No. is to be provided by bidder in the technical online bid***):
- 1.1.4 Earnest Money Deposit (EMD) : **Rs. 30,88,000/-** (Rupees Thirty Lakhs Eighty Eight Thousand Only).The payment of EMD fee shall be made through **Demand Draft** (DD) in favour of “Telecommunications Consultants India Limited” payable at New Delhi along with the bid, or in the form of a **Bank Guarantee (BG)/e-BG** in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform OR as an **Insurance Surety Bond** as per prescribed format OR **Fixed Deposit Receipt (FDR)** OR **Bankers Cheque** OR **Online Payment**.
- 1.1.5 Completion Period : 12 (Twelve) months from 10th day of the date of issuance of Letter of Intent. The contractor shall ensure to complete all the works in the provided time period as time is the essence of this contract.
- 1.1.6 Validity of Bid : 120 days from date of opening of technical bids
- 1.1.7 Start Date & Time of : 13.07.2024; 1500 Hrs.

### Publishing Tender

- 1.1.8 Start Date & Time of Procurement of Tender Document : 13.07.2024; 1600 Hrs
- 1.1.9 Last Date & Time of raising/ Seeking information in writing, if any : 20.07.2024; 1700 Hrs.  
(No query after this date shall be entertained).
- 1.1.10 Date and venue of Pre-bid meeting : Not Applicable
- 1.1.11 Last Date & Time for submission of Online Bid documents : 05.08.2024; 1500 Hrs.
- 1.1.12 Online opening of Technical bid : 06.08.2024; 1500 Hrs.
- 1.1.13 Online opening of Financial bid : To be notified later to Techno-commercially qualified bidders.

#### **NOTE regarding EMD:**

(i) EMD amount can be submitted in the form of **Demand Draft (DD)** drawn in favour of “Telecommunications Consultants India Limited” payable at New Delhi along with the bid, or in the form of a **Bank Guarantee (BG)/e-BG** in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform OR as an **Insurance Surety Bond** as per prescribed format OR **Fixed Deposit Receipt (FDR) OR Bankers Cheque OR Online Payment**.  
**The validity period of Bid Security / EMD (in any form) should be 120 days.**

To facilitate payment of **EMD** through digital transfer i.e. (NEFT/IMPS/RTGS), details of bank account are as under:

Details of beneficiary for issue of BG under SFMS Platform is as 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
	Account No	000705005880
	Address	9-A PHELPS Building, Connaught Place,

		New Delhi- 110001
	Unique Identifier Code	<b>TC503394486 (UID to be mentioned in field 7037 of the BG advising message code)</b>
	IFS Code	ICIC0000007

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

(ii) 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 Jammu Project Office, 131/5, sector-5, Channi Himmat, Jammu- (*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.

(iii) Tender Fee can be paid through the following prescribed electronic mode of payment (***UTR No. is to be provided by bidder in the technical online bid***):

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



(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.

(v) The EMD/Bid Security may be forfeited if:

- If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
- fails or refuses to execute the Contract, if required; or
- The successful bidder fails to submit performance security within the prescribed time. or
- The proceed of EMD shall be payable to TCIL in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor.

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

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

#### **1.1.14 Site Visit:-**

- (i) The Bidder is encouraged to visit and examine the site of works and its surroundings, go through the site of works and its surroundings, go through the plans/drawings/detail 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 costs of visiting the site shall be at the bidder's own expense, risk and cost.
- (ii) 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 actually visits the site/area or not and has taken all the factors into account while quoting his rates.
- (iii) It shall be deemed that the bidder has got himself acquainted with the conditions and geological details available for the proposed work site.

#### **1.2 Eligibility Criteria:**

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

##### **A. Technical Eligibility Criteria**

- a) Experience of having successfully completed similar works during the last 7 (seven) years from the date of bid submission, either of the following:-

Three similar completed works, each costing not less than the amount equal to 40% (35% for startups) of estimated cost put to tender (Excluding Taxes)

**OR**

Two similar completed works, each costing not less than the amount equal to 50% (45% for startups) of the estimated cost put to tender (Excluding Taxes)

**OR**

One similar completed work costing not less than the amount equal to 70% (65% for startups) of the estimated cost put to tender (Excluding Taxes)

**Note:**

- **Similar work implies one similar work means a single work/Purchase order of a value as given. The bidder should submit supporting documents i.e work order and completion certificate.**

**Note:** Similar work would mean successfully completed **‘Construction of Building & its associated works or developmental works** in 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 TDS Certificate. The 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.

- a) The contractors registered with CPWD, MES, Railways, P&T, State PWDs, Central & State Govt. Undertakings are eligible to participate in the tender subject to fulfilling the Eligibility Criteria.
- b) **Additional condition:** All existing working contractors of TCIL in any project are to submit a certificate of satisfactory work execution from their Project Director.
- c) 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 respective purchase value.
- d) Only Class-I and Class-II local supplier, as defined under the order shall be eligible to bid in procurement undertaken by procuring entity, except when global tender enquiry has been issued.

(Mandatory Undertaking for Purchase Preference to MAKE In INDIA to be submitted along with this Tender. The bidder needs to submit calculation of local content as per format attached in Annexure-21 The detailed clause is mentioned in the tender and the documents required for verification of local content needs to be submitted as per this Clause.).Bidder also needs to submit an undertaking attached as Annexure-18.

- (e) **PURCHASE PREFERENCE: MAKE IN INDIA (Purchase Preference to**

**Make in India shall be given as per GOI Guidelines applicable from time to time.)**

- Minimum local content: **(to be specified)**
- Margin of purchase preference: 20%
- Subject to the provisions of this order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order. Purchase preference shall be given to Class –I local supplier in procurements undertaken by procuring entities in the manner specified here under
- In the procurements of goods or works, which are covered by above section (v) and which are **divisible in nature** ‘Class –I local supplier’ shall get purchase preference over Class –II local supplier as well as ‘Non-local supplier’ as per following procedure :
  - i. Among all qualified bids, the lowest bid will be termed as L1, if L1 is Class –I local supplier the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class –I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to the Class –I local supplier’s quoted price falling within the margin of Purchase preference and contract for that quantity shall be awarded to such Class –I local supplier subject to matching the L1 Price. In case such lowest eligible Class –I local supplier fails to match the L1 price or accepts less than the offered quantity the next higher ‘Class –I local supplier’ within the margin of purchase preference shall be invited to match the L1 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 suppliers, then such balance quantity may also be ordered on the L1 bidder.
- In the procurements of goods or works, which are covered by para 3(b) above and which are **not divisible in nature** and in procurement of services where the bid is evaluated on price alone, the ‘Class-I local suppliers’ shall get purchase preference over ‘Class-II local supplier’ as well as ‘Non- local supplier’ as per following procedure.
  - i) Among as qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1.
  - ii) If L1 is not ‘Class-I local supplier’ the lowest bidder among the Class-I local supplier will be invited to match the L1 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 L1 price.
  - iii) In case such lowest eligible ‘Class-I local supplier’ fails to match the L1 price, the ‘Class-I local supplier’ with the next higher bid

within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

- ‘Class-II local supplier’ will not get purchase preference in any procurement, undertaken by procuring entities.
- Verification of local content:
  - i. In cases of procurement for a value less than Rs. 10 crores, the local supplier(Class-I and Class-II), at the time of bidding, shall submit a self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
  - ii. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier(Class-I & Class-II) shall be required to provide a certificate from statutory auditor or cost auditor of company (in case of companies) or from practicing cost accountant or chartered accountant (in respect of suppliers other than companies) giving percentage of local content in addition to self-certification at point (i)

#### **B. Financial Eligibility Criteria:**

- a) **Turnover:** Average annual financial turnover during the last 3 financial years ending 31<sup>st</sup> March, 2023 on construction work should be at least **30%** (25% for Startups) of the estimated cost put to tender (excluding GST) 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, duly signed by Statutory Auditor.)

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

*The above certificate should be duly certified by Statutory Auditors/ Chartered Accountant on their letter head with details of membership no., contact (email and phone number) and UDIN number.*

- 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 be in Profit before tax (PBT) in two out of last three financial years ending 31.03.2023. (The balance sheet in case of Pvt / Public Ltd. company means its standalone financial statement and consolidated financial statement both)

**c) Net Worth Certificate:** Net worth should be positive as on 31<sup>st</sup> March, 2023 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-14 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-15, 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.*

**1.3 Abnormally Low Bids:** TCIL may seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, TCIL determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal.

#### **1.4 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.”*

**1.5 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.

**1.6 Labour License:**

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 another Construction Workers Welfare Cess Act, 1996.

Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

The Bidder should comply with all applicable Indian Labour laws, Payment of Minimum Wages Act, Workman's Compensation Act, EPF/ESI provisions and any such statutory provisions. In case the bidder is found to be not complying to any of the relevant statutory requirement, action as deemed fit may be initiated by TCIL at its sole discretion.

It is a mandatory requirement that the bidder shall provide formally certified skilled workforce or commitment to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of the bidder. This is in compliance to Ministry of Skill Development and Entrepreneurship (MSDE) D.O dated 12.09.2022.

The bidder shall provide undertaking to this effect

**1.7 EPF & ESIC:** The ESI and EPF contributions on the part of TCIL/ Client in respect of this contract shall be paid by the contractor and inclusive in the cost put to tender.

Proof of PF registration to be submitted by the bidder.

**1.8 JV/ Consortium:** Participation through JV/ Consortium is not permitted in this bid.

**1.9 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 this 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 upto 2 years.

**1.10** The bidder needs to submit an Undertaking stating that: Vendors, whose Purchase Order(s) for any project of TCIL, was/ were cancelled on risk & cost basis for non-performance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.

**1.11 No Conviction Certificate:** The Bidder should not be blacklisted/debarred/banned/restricted by any Union Govt./State Govt. /PSU as on date of submission of the Bid. "No-Conviction Certificate" duly signed by authorized signatory signing the bid, should be submitted in the prescribed format at Annexure-11.

**1.12 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. The bidder shall submit No-Deviation Certificate along with above.

**1.13** The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted.

**1.14** The bidder should have a local office where work is to be executed. Else, he should give an undertaking that he will open a local office after award of work.

**1.15** The bidder shall submit an undertaking on their letterhead stating that:

In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that:

"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 we are not from such a country or their beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries, if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered." [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

### **1.16 Integrity Pact: -**

- (a) This tender is covered under the Integrity Pact Programme of TCIL and bidders are required to sign the Integrity Pact Document and submit same to TCIL before or along with the bids.
- (b) Integrity Pact duly signed in original (which available at TCIL website) on plain paper only, if applicable.
- (c) The integrity Pact Agreement duly signed and stamped by Authorized Signatory & Witnesses has to be submitted in physical form at the time of bid submission.
- (d) Mediation Clause  
In the event of any dispute between management and the contractor relating to those contracts where integrity pact is applicable, in case, both the parties are agreeable, the dispute may be settled through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case the dispute remains unresolved even after mediation by panel of IEMs, the organization may take further action as per terms and conditions of the contract

### **1.16 OFFLINE DOCUMENTS :-**

The Bidder should submit all the bid documents (except Bank Guarantee/DD/Banker's Cheque/FDR/Insurance Surety Bond) online as indicated in the Tender schedule. The Tender Fees / EMD if paid through online mode), UTR No. is to be provided by bidder in their online bid. Only Bank Guarantee/DD/Banker's Cheque/FDR/Insurance Surety Bond if required in tender schedule shall be taken in offline mode at **TCIL Project office, H. No. 131/5, Sector-05, Channi Himmat, Jammu-180015 (J&K).**

Documents submitted in online mode should be uploaded using DSC of person authorized as per Authorization letter/Board Resolution for signing bid documents.

### **1.17 AUTHORIZATION LETTER/ BOARD RESOLUTION :-**

The bidders need to submit board resolution along with authorization Letter in Online mode authorizing the signatory to act on behalf of the bidder. The Authorized person should be either authorized by Board or a employee authorized by one of the following person who has the Board Resolution to delegate authorization to other :

1. Managing director
2. The Chief Executive Officer
3. The Manager;
4. The Company Secretary

5. The Whole-time director
6. The Chief Financial Officer

The bidder should ensure that the Digital Signature used for uploading the tender document in e tender portal should be of the authorized signatory.

#### **1.18 BANNING OF NON-PERFORMING VENDOR :-**

In case any of the vendor's work/PO/agreement is cancelled/terminated by TCIL after award due to non-performance, the vendor may be banned/blacklisted upto 2 years or action as deemed fit may be taken by TCIL.

#### **1.19 CLARIFICATION FROM BIDDERS :-**

The queries may be asked from bidders for submitting shortfall to be submitted within specified date and time. Also, every document submitted against following queries should be signed by the person authorized as per Authorization letter / Board Resolution submitted by bidder against tender, without which the documents will not be accepted as valid.

#### **1.20 BID PRICE :-**

The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation (unless asked by TCIL).

Clauses such as "at actual", "extra", "to be given later" etc. shall also be treated as non-responsive & are liable for rejection.

#### **1.21 TERMINATION FOR DEFAULT :-**

- a) TCIL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.
  - if the supplier fails to deliver any or all the services/goods within the time period specified in the contract, or any extension thereof granted by TCIL.
  - if the supplier fails to perform any other obligation(s) under the contract;
  - if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as TCIL may authorize in writing) after receipt of the default notice from TCIL.
  - Failure of the successful bidder to comply with the requirement of submission of performance security shall constitute sufficient ground for

cancellation of the award of work and forfeiture of the bid security.

- b) In the event TCIL terminates the contract in whole or in part pursuant to above clause, TCIL may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the supplier shall be liable to TCIL for any excess cost for such similar goods/services. However, the supplier shall continue the performance of the contract to the extent not terminated.

#### **TERMINATION FOR INSOLVENCY :**

TCIL may at any time terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court; provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to TCIL.

**At any time, in case it comes to the knowledge of TCIL any of wrong information related with eligibility of the bidder or non-compliance to any terms and conditions of tender, then TCIL reserves the right to cancel or reject the bid of such bidder, cancel the tender or take any other action as deemed fit in accordance with tender terms and conditions.**

#### **1.22 EVALUATION :-**

- a) TCIL shall evaluate bids in respect to substantive responsiveness of the bid or otherwise. TCIL shall carry out detailed evaluation of the substantially responsive bids only.
- b) A bid determined as substantially non-responsive technically/financially shall be rejected, even after opening the price bid.
- c) TCIL may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- d) Among all technically qualified bids, the lowest bid will be termed as L1 (excluding taxes) derived from Price Bid Schedule. The Purchase Preference needs to be given as per Purchase Preference for “MAKE IN INDIA”.
- e) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

**NOTE: *Regarding submission of Online bid please refer Clause 2.11 of Section 2 of this tender.***

#### **1.23 Other Conditions:**

- i) **Set Off:** Any sum of money (including refundable security deposit) due and payable to the bidder/contractor under this contract or any other contract

entered between the parties herein whether continuing or completed may be appropriated by TCIL and set off against any claim of TCIL of any nature whatsoever, arising under this contract entered into between the parties, herein whether continuing or completed.

#### **1.24 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA**

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

The bidder shall offer and supply only those product(s)/goods/equipment(s)/Software(s) under this contract which are in compliance with Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD dated 23-07-2020

[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.

**Note: Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.**

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.

The price offers of only those parties who are techno-commercially qualified shall be opened at time and date to be notified separately.

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.

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