# Section 1

# **NOTICE INVITING TENDER**

**1.1** Electronic tenders are invited from eligible bidders for "Construction of Regional office building for Navodaya Vidyalaya Samiti at Shillong, Meghalaya"

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	Regional	office	bu	ilding	for
			Navodaya	Vidy	alaya S	amiti	at	Shilld	ong,
			Meghalaya						

1.1.2	Estimated cost	: Rs. 12,98,73,492/- (Rupees Twelve Crores	j
		Ninety Eight Lacs Seventy Three Thousand	Four
		Hundred and Ninety Two Only)	
		(Including GST at prevailing rates, other tax	es,
		cess, EPF & ESIC, levies any other statutor	У
		provision etc.)	•

1.1.3	Cost of Document refundable)	Tender (non-	:	Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) (i.e., Rs. 10,000/- plus 18% GST) 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):
				DIQ):

1.1.4	Earnest	Money	:	Rs 22,98,741/- (Rupees Twenty-Two Lacs Ninety
	Deposit (EMD)			Eighty Thousand Seven Hundred & Fourty One
				only)

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

Date: 09.03.2024

platform

1.1.5 Completion Period : 09 (Nine) months from 10<sup>th</sup> 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

Date:09.03.2024

1.1.7 Start Date & Time of 09.03.2024; 1300 Hrs.

Publishing Tender

1.1.8 Start Date & Time of 09.03.2024; 1500 Hrs.

Procurement of Tender

Document

1.1.9 Last Date & Time of 16.03.2024; 1800 Hrs.

> raising/ Seeking (No query after this date shall be entertained). information in writing, if

any

1.1.10 Date and venue of Pre-Not Applicable bid meeting

1.1.11 Last Date & Time for 04.04.2024; 1500 Hrs

submission of Online

Bid documents

1.1.12 Online opening : 05.04.2024; 1500 Hrs. of

technical bid

1.1.13 Online opening To be notified later to Techno-commercially of

financial bid 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) in the prescribed format from a SFMS enabled Scheduled Commercial Bank through SFMS Platform valid for 180 days.

Details of beneficiary for issue of BG under SFMS Platform is as below:

Name C	Of Name	Telecommunications Consultants India Limited
Beneficiary an	d Address	TCIL Bhawan, Greater Kailash-1, New Delhi-
ITS Details		110048
	Account I	No 000705005880
Name C	of Name	ICICI Bank Limited
Beneficiary Bar	k Address	9-A PHELPS Building, Connaught Place, New
and ITS Details		Delhi- 110001
	IFSC Cod	de   ICIC0000007

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):

- 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.



- (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 North East Office, House No. 1421, NH-37, Tetelia, PO-Gotanagar, PS- Jalukbari, District-Kamrup Metro, Guwahati, Assam, PIN- 781011 (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.

Date: 09.03.2024

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) & Tender Fees 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.

BHIM-UPI and QR code are placed at the end of Section-6 of this tender.

(1) Since this is a WORKS Contract, benefits to MSME shall not be applicable.

#### 1.1.14 Site Visit: -

(i)The bidder, is encouraged to visit and examine the site of works and its surroundings, go through the plans/ drawings/ details 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.

It is expected that participating bidders visit the site at their own cost before submitting their bids. The purpose of the site visit is to ensure the bidders acquaint themselves with the existing topographical condition, geographical condition, material availability condition, law and order situation of the proposed construction site.

Longitudes & Latitudes of the site location:

Latitude: 25.608752°, Longitude: 91.940143°

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Photographs of the Site are enclosed in the Tender.

Contact Person for site visit – 1) Sh. Anubhav Saxena, JGM (Civil)/ PD (NE-1), Mob: 9871339203

# 2) Sh. Nishant Bajpai,

Project Manager (Shillong), Mob: 7080006967

Date: 09.03.2024

# 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 ending on 31.07.2023, either of the following: -

Three similar completed works each costing not less than 40% of the estimated cost put to tender or Rs. 5.19 Cr, whichever is less,

O

Two similar completed works each costing not less than 60% of the estimated cost put to tender or Rs. 7.79 Cr, whichever is less,

Or

One similar completed work costing not less than 80% of the estimated cost put to tender or Rs. 10.38 Cr, whichever is less.

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.

All existing working contractors of TCIL in any project are advised to submit a certificate of satisfactory work execution from their Project Director

# B. Financial Eligibility Criteria:

#### a) Turnover:

Average annual financial turnover on Construction works should be at **least Rs 3.89 Cr** (30%) during the immediate last three consecutive financial years i.e., FY 2020-21 ,2021-22 & 2022-23

Date:09.03.2024

The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum (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. In case the audited Balance Sheets and Profit & Loss account statement for Financial Year 2022-23 is not available, the bidder may submit Provisional Balance Sheet and Profit & Loss account statement for FY 2022-2023, 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. 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 sheet (balance sheet in case of private/public limited company means its standalone financial statement and consolidated financial statement both), duly audited and certified by the Chartered Accountant.

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

Banker's Certificate of the amount equal to 40% i.e., Rs 5.192 Cr of the Estimated Cost put to tender (ECPT), (Rs 12.98 Cr approximately)

Or

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**Net worth certificates** of minimum 10% i.e. Rs 1.29 Cr 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:

## Bid capacity = {[AxMxN]-B}

Where,

A = Maximum turnover in Construction works executed in any one year during the last Five years ending with FY 2022-23, 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 Number, 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.

#### Special Note: -

- 1. The bidder should provide the undertaking that the work load pertaining to NVS work held at the current date at the time of bidding. The undertaking shall be certified by Chattered Accountant
- 2. Any false information in this regard given by bidder shall lead to disqualifying at any stage even after award of work.

#### 1.3 Performance Guarantee: -

(i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'I' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'I' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance quarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

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- (ii) The Performance Guarantee shall be submitted by the contractor on format as per GCC and shall be initially valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately. (iii) The Engineer-in-Charge shall make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in- Charge.

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

#### 1.4 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.

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

1.5 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."

# 1.6 GST & PAN Registration:

The Bidder must be registered for GST and PAN number (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."

#### 1.7 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.

# 1.8 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.

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

#### 1.9 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.

**1.10 JV/ Consortium:** (As per User Division), The participation through JV/ Consortium is not permitted in this tender

#### 1.11 Certification of Genuineness: -

The bidder should give an undertaking on the company's letter head **as per Annexure 19** 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.

#### 1.12 No Conviction Certificate:

The bidder to submit duly signed 'No Conviction Certificate' as per the Performa attached Annexure 11

- **1.13 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
- **1.14 Additional Performance securities:** 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	50% of (Difference between estimated cost		
	and below 10%	put to Tender and Bid Amount)		
iii.	From 10% and above	150% of (Difference between estimated cost put to Tender and Bid Amount)		

1.15 <u>Integrity Pact:</u> 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.

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- **1.16** Health and safety management: The successful bidder shall be following the health and safety management as per CPWD work manual 2022/ GCC 2020.
- **1.17** The successful bidder shall, at its own cost, create the necessary IT infrastructure (on-site and / or off-site) for close monitoring of the project progress.
- 1.18 The Estimated Cost put to tender has been reckoned from DSR-2021 (for scheduled items) & Market Rate (for non-scheduled items) and is inclusive of GST as applicable. Accordingly, the bidder shall quote its rates inclusive of all charges, costs, taxes, levies etc. including GST, as applicable considering the latest govt. notifications/ guidelines in this regard.

#### 1.19 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.

# 1.20 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

"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

atitlement to more than fifteen percent of the

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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.

#### Contacts:

TCIL Contact-1- Mr. Anubhav Saxena, JGM (Civil)/ Project Director (NE-1)

E-mail ID: <a href="mailto:anubhav saxena@tcil.net.in">anubhav04@gmail.com</a>

TCIL Contact-2- Mr. Nishant Bajpai, Project Manager (Shillong)

E-mail ID:- nishant.bajpai@tcil.net.in , nishantbajpai1510@gmail.com

(Project Director (NE-1)

# **END OF SECTION-1**

# Schedule-I

S. No.	Description	Values/Description to be Applicable for Relevant Clause(s)
1.	Name of the Work	"Construction of Regional office building for Navodaya Vidyalaya Samiti at Shillong, Meghalaya"
2.	Client/ Owner	Navodaya Vidyalaya Samiti (NVS), Noida, Govt. of India
3.	EMD	Rs 22,98,741/- (Rupees Twenty-Two Lacs Ninety Eighty Thousand Seven Hundred & Fourty One only) (Refer tender document for further details).
4.	Estimated Cost of Construction	Rs. 12,98,73,492/- (Rupees Twelve Crores Ninety Eight Lacs Seventy Three Thousand Four Hundred and Ninety Two Only) (Including GST at prevailing rates, other taxes, cess, EPF & ESIC, levies any other statutory provision etc.)
5.	Time allowed for Completion of Work	09(Nine) months from 10 <sup>th</sup> day of the date of issue of Letter of Intent (LOI).
6.	Mobilization Advance	Max. 10% of the tendered value (Only if requested by the bidder in writing within one month of the order to commence the work; subject to the availability of funds with TCIL from the mobilization advance received from the Client)
7.	Interest Rate of Mobilization Advance	Simple Interest at the rate of 10% per annum.
8.	Schedule of Rates applicable	DSR- 2021 Civil , Plumbing Works and electrical works for Schedule items, Market rates for non-schedule items
9.	Validity of Tender	120 days from the date of opening of technical bids
10.	Performance Guarantee	5% of the awarded value of contract within 10 days from the issuance of LOI/LOA
11.	Security Deposit / Retention Money	<b>2.5% (Two-point five Percent only)</b> of this gross value of each running/Final bill.
12.	Compensation for delay of work (L.D)	
13.	Deviation limit	EOD DINI DINC & ASSOCIATED WODES WITHIN THE CONTRACT
a)	beyond which Variation Clause	FOR BUILDING & ASSOCIATED WORKS WITHIN THE CONTRACT
	(Clause 3.20.2) shall apply for all works	50%
	except foundation.	

	1	
13.	Deviation limit	
b)	beyond which Variation Clause (Clause 3.20.2) shall apply for foundation work	FOR BUILDING & ASSOCIATED WORKS WITHIN THE CONTRACT  100%
13. c)	Total Deviation:	up to 10% of the tendered amount; subject to written approval from the Client/NVS
14.	Escalation	Rates are fixed during the contract period. <b>No escalation in rates</b> shall be admissible in any case during the validity of contract. No claim in this regard shall be entertained what so ever.
15.	Defect Liability Period	The Defects Liability & Maintenance Period shall be 12 (Twelve) months from the date of handing over the project to the Employer/Owner.

Date:09.03.2024