

कोल इण्डिया लिमिटेड

(भारत सरकार का उपक्रम)

COAL INDIA LIMITED

(A Govt. of India Enterprise)

कोल् भवन "COAL BHAWAN"

PREMISES NO: 04, MAR, PLOT NO: AF-III

ACTION AREA-1A, NEW TOWN,

RAJHARHAT KOLKATA-700156 (WB)



महारात्र कंपनी

A Maharatna

Company

GS/ADMINISTRATION DIVISION

सामान्य सेवाएं / प्रशासन बिभाग

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CIN:L23109WB1973GOI028844

(एक ISO 9001:2015, ISO14001:2015 & ISO 50001:2011 प्रमाणित कंपनी)

NIT संख्या.: CIL/Admn/ Airticket/2021/1408

दिनांक:- 23.09.2021

निविदा सूचना

Notice Inviting Tender

1. Tenders are invited on-line under two part system on the website <https://coalindiatenders.nic.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work:

Description of work	Location	Estimated Cost of Work (Including GST) (In Rs.)	Earnest Money (In Rs.)	Period of Completion (In Days)
Rate Contract For Empanelment Of Travel Agency For Air Ticketing Under CIL HQ Kolkata	Coal Bhawan, Newtown Rajarhat Kolkata	Rs. 16,00,00,000.00	No EMD	1096 days

- (i). For visit of location of work, the prospective bidder(s) may contact General Manager (Admn.), CIL (Landline No. 033-71104197) or under noted persons during working days (9.30 AM to 5.30 PM).

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
GM (Admn), CIL Contact No. 033-71104665(L)	Sr. Manager (Pers./Admn) Contact No. 033-71104195(L) 1. Dy. Manager (Civil), CIL . Contact No. 033-71104189(L) 2. Rep. of NIC in CIL: 9800262930

2. Time Schedule of Tender

Sl. No	Particulars	Date	Time
a.	Tender e-Publication date	24.09.2021	11:00 Hour IST
b.	Document download start date	24.09.2021	11:00 Hour IST
c.	Document download end date	14.10.2021	17:00 Hour IST
d.	Bid Submission start date	28.09.2021	11:00 Hour IST
e.	Bid submission end date	14.10.2021	17:00 Hour IST
f.	Pre bid meeting date	27.09.2021	11:00 Hour IST
g.	Start date for seeking Clarification on-line	24.09.2021	11:00 Hour IST
h.	Last date for seeking Clarification on-line	07.10.2021	17:00 Hour IST
i.	Technical Bid (Cover I) opening date	15.10.2021	17:00 Hour IST
j.	Price Bid (Cover II) opening date	02.11.2021	17:00 Hour IST

Note: The auto extension of submission of bid shall be applicable as per details mentioned in clause No.15 of NIT.

3. Earnest Money Deposit (EMD):

There shall be no EMD. Instead Bidders shall have to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline or any other default which attracts forfeiture of EMD as per tender document, they will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries. A Bid Securing Declaration in the Undertaking at Annexure II shall be accepted by bidder unconditionally in GTE (General Technical Evaluation)

4. Pre-bid Meeting:

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

5. Clarification of Bid:

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

6. User Portal Agreement:

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.

7. Eligible Bidders:

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company, Joint Venture having eligibility to participate as per eligibility criteria stipulated in clause No.8 of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

8. Eligibility Criteria: -

A. Work Experience

The bidder must have experience of works (includes completed / ongoing) of similar nature valuing 50 % of the annualized estimated value of the work put to tender (for period of completion over 1 year) / 50 % of the estimated value of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

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

The value of executed works shall be given a simple weightage to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of experience till the last day of month previous to one in which e-Tender has been invited.

However, the participating share of JV partners shall be as below:-

- (a) Lead Partner shall have at least 50% participating share in JV.
- (b) Other partners (s) shall have at least 20% participating share in JV.

Note: If a Joint Venture (JV) participates as a registered MSE bidder, the work experience shall be in the name of JV itself. (Note: Applicable for service nature of works).

The definition of Similar work shall be as follows:

“Similar job / service refer to “providing travel service to PSUs / Central Government / State Government / Autonomous Institutions / Corporates including MNC.”

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

Data to be furnished by Bidder on-line :

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

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

For work experience, bidders are required to submit Work Experience Certificate issued by the employer against the experience of similar work containing all the information as sought on-line. Bidder should also submit Work order, Bill of Quantities (BOQ) and/or TDS along with the bid.

B. Working Capital:

Evidence of possessing adequate working capital (at least 20% of the “Annualized value or Estimated value whichever is less” of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.

Data to be furnished by Bidder on-line:

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line :

- i) Amount of available working capital inclusive of lines of credit and availability of other financial resources
- ii) Date on which the bidder possesses the required working capital.
- iii) Name of the Chartered Accountant (CA)..
- iv) Membership Number of CA who certifies the bidder's working capital on a particular date.
- v) Date of Issue of Certificate.

- vi) In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together for each financial year and is to be furnished as the Working Capital of the bidder for that particular financial year.

Note:

1. Confirmation regarding possessing of Working Capital issued by a Practicing Chartered Accountant in the form of Yes / No.
2. In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together and is to be furnished as the Working Capital of the bidder.
3. In case of JV, the requirement of Working Capital under this clause shall be met as per following proportion:
 - a. The lead member shall have to possess at least 50% share in the Working Capital, required to qualify in the tender (i.e. 50% of 20% of Annualized value or Estimated Value put to tender, whichever is less).
 - b. All other members shall have to possess at least 25% share in the Working Capital, as required to qualify in the tender (i.e. 25% of 20% of Annualized value or Estimated Value put to tender, whichever is less).
4. However, if a Joint Venture (JV) participates as a registered MSE bidder, the Working capital shall be in the name of JV itself.

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

Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder online

C. Permanent Account Number:

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

In respect of the above eligibility criteria the bidders are required to furnish the following information online:

Confirmation regarding possessing of Permanent Account Number(PAN) issued by Income Tax department, Govt. of India in the form of Yes / No

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT): PAN CARD of the bidder

Note :

- (a). In case the bidder is a JV, each Indian partner of JV should possess Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India and each foreign partner or JV itself should possess Verifiable Tax Residency Certificate of respective country.
- (b). However, if a Joint Venture (JV) participates as a registered MSE bidder, the PAN card shall be in the name of the JV itself. (Note: Applicable for service nature of works).

D. Goods and Services Tax

The bidder should be either GST Registered Bidder under regular scheme

OR

GST Registered Bidder under composition scheme

OR

GST unregistered Bidder

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

- i). Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.

Note:

- i) In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV.
- ii) However, if a Joint Venture (JV) participates as a registered MSE bidder, the GST Registration Certificates shall be in the name of JV itself. (Note: Applicable for service nature of works).
- iii) In case the work/service is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Work/Service before the payment of first running on account bill.
- iv) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.
- v) During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.

Scanned copy of documents to be uploaded by bidder(s) in support of information / declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document.

E. Purchase Preference under 'Make in India' Policy for "Local supplier".

The bidder should be a Class-I local supplier having local content not less than 50%

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

- i) . The percentage of local content for the service being offered by the bidder and possessing the required document indicating percentage of local content as enlisted in NIT. .

Scanned copy of certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content in support.

Note:-

- A. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.
- B. Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

F. IATA Membership certificate: .

The bidder should possess IATA Membership certificate

In respect of the above eligibility criteria the bidders are required to furnish the following information in online:

Confirmation regarding possession of IATA membership certificate in the form of Yes / No
Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT): IATA membership certificate of the bidder

9. Submission of Bid

(a) (i) In order to submit the Bid, the bidders have to get themselves registered online on the eProcurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

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

(iii) The bidders have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking at **Annexure-II** regarding Genuineness of the information furnished by him online & authenticity of the scanned copy of documents uploaded by him online in support of his eligibility criteria, declaration w.r.t Bid Security Declaration and compliance w.r.t procurement from the bidder of a country which shares a border with India etc. and **Annexure I** (Letter of Bid). No recycling will be done for this document i.e. no further clarification will be sought from the bidder.

Moreover, the following documents shall be considered from the Bidder's space/ My Document and no recycling will be done for these documents i.e. if the documents online are not as per NIT then the bid shall be rejected and no further clarification will be sought from the bidder:

Sl. No	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
1.	Permanent Account Number (Ref. Clause No.8(C) of NIT)	PAN card issued by Income Tax Department, Govt. of India. <i>(In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself)</i>
2.	Goods and Services Tax (GST) Status of Bidder (Ref. Clause No.8(D) of NIT and BOQ)	The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet: a) Status: <u>GST Registered Bidder under regular scheme</u> Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. b) Status: <u>GST Registered Bidder under composition scheme</u> Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. c) Status: GST unregistered bidder: Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India. [In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.t GST in compliance with relevant GST rules or GST Registration Certificate of JV] Note: i) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.

3.	Legal Status of the bidder	<p><u>Document(s) covered under any one of the following sub-head(s):</u></p> <ol style="list-style-type: none"> 1. Affidavit or any other document to prove proprietorship/Individual status of the bidder. 2. Partnership deed containing name of partners. 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder. 4. Joint Venture agreement as per format in Annexure-XIV containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner. <p>Note: In the case of MSME, the bidder must upload a copy of documentary evidence(s), issued by their registering authority whether they are either small enterprise or micro-enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with the latest guidelines/clarifications provided by MoMSME (Applicable for Service Nature of tenders only).</p>
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b) Confirmatory Documents: All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her/their bid.

Sl. No	Eligibility Criteria	Scanned copy of documents to be uploaded by bidder(s) in support of information/declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
1.	Work Experience (Ref. Clause No.8(A) of NIT)	<p>For work experience, bidders are required to submit Work Experience Certificate issued by the employer against the experience of similar work containing all the information as sought on-line.</p> <p>Bidder should also submit Work order, BOQ and/or TDS along with the bid.</p> <p>Note: In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV or the JV itself may be furnished as the work experience of the bidder</p>
2.	The Availability of Working Capital (Ref. Clause No.8(B) of NIT)	<p>Certificate of Working Capital with UDIN issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder online.</p> <p>Note:- In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together for each financial year and is to be furnished as the Working Capital of the bidder for that particular financial year.</p>
3.	Digital Signature Certificate (DSC)	<p>If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.</p>
4.	IATA Membership	<p>The bidder should have IATA membership certificate.</p>
5	Undertaking by the bidder on his/her/their Letter Head as per Annexure XVIII.	<p>Undertaking regarding relatives as employees of the company, Arbitration clause (in case of partnership firm/JV), Local supplier status of the Bidder as per clause 8E of NIT etc.</p> <p>Note: all the Bidders shall submit along with its bid a certificate (with UDIN) from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.</p>

6.	local content	Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.		

- C. **Letter of Bid(LoB):** The format of the Letter of Bid is given at Annexure-I of the Tender document. This will be the covering letter of the bidder for his submitted bid. The bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. No recycling will be done for this document i.e. no further clarification will be sought from the bidder.
- D. **Price bid:** The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and bidder will quote the rates/Service charge (prefix “+” if chargeable from CIL and “-” if payable to CIL) for all items on this Excel file. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the following drop down list given in the BOQ:-
- I. Status: GST Registered Bidder under regular scheme
 - II. Status: GST Registered Bidder under composition scheme
 - III. Status: GST unregistered bidder

The rates quoted by the bidder will be excluding GST and GST component (to be paid by CIL and/or the bidder) will appear as a separate entity. The component of GST will be taken by the system based on the status of bidder selected by the bidder during bid submission and with the pre-defined business logic given in the BOQ file by the department. This file will be digitally signed and uploaded by the bidder after ascertaining the correctness of facts and figures.

Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The Price-bid (excluding GST) will be in Item Rate or Percentage Rate or Mixed Rate[combination of Item Rate and Percentage Rate] BOQ format and the bidder will have to quote for all the tendered items. The Price Bid of the tenderers will have no condition. The price bid which is incomplete and not submitted as per instruction given in this document is liable for rejection.

System for decision of L1 bidder

The L1 bidder will be decided based on Overall Quoted Value (i.e. cost to the Company). The system for decision of L1 bidder will be as per following 02(two) cases:-

Case – 1: Supply for which INPUT TAX CREDIT (ITC) is not available to the Company.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the bidder or by CIL taken by the system will be added to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidders plus GST. This value of the bidder will be “the Cost to Company”.

Then share of GST to be deposited by CIL, if any will be deducted from overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

Case – 2: Supply for which INPUT TAX CREDIT (ITC) is available to the Company.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the Bidder or by CIL taken by the system will be ignored to decide the L1 i.e the

ranking of the Bidders will be decided based on rates quoted by the bidders excluding GST. This value of the bidder will be “the cost to Company”.

Then share of GST to be paid by bidder shall be added with overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

Note: The bidder should select their GST category as per clause no. 8.D of NIT.

10. Submission of Bid:

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

11. System Requirement:

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

12. Opening of Technical Bid:

12.1 The Technical bid (Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Cover-I) will be decrypted and opened online by the “Bid Openers” with their Digital Signature Certificates after the prescheduled date & time of Tender Opening.

12.2 The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be auto rejected.

12.3 All the documents uploaded by bidder(s) including i.e. Letter of Bid & EMD exemption documents and the Evaluation sheets generated by the system online shall be downloaded after opening of Technical bid (Cover-I). After decryption and opening of Technical bid (Cover-I) the “technical bid opening summary” will be uploaded on the same day.

13 (A) Distribution of quantity

Total three agencies will be empaneled depending on the availability of bidders. The tender committee will decide the allocation of the Business Volume, strictly in terms of the price bid ranking of eligible bidders in the following manner:

- i).* The Business volume shall be distributed normally amongst 3 bidders i.e L-1, L-2 and L-3 bidders at L-1 price (which will be counter offer to L-2 to L-3 bidders) in the following manner (L-1 means the lowest bidder and L-2 means the next higher bidder and so on). The ratio of distribution of Business Volume shall be 50:30:20.
- ii).* In all cases, the L-2 and L-3 bidders shall have to match the L-1 price to be eligible for distribution.
- iii).* If any of L-2 and L-3 etc. bidders do not accept L-1 price, then next higher bidders shall be given the opportunity to match the L-1 price in such cases the L-4 bidder, if agree to match L-1 price, shall be treated as the logical L-2 bidder and L-5 bidder if agrees to match with L-1 price, shall be treated as the logical L-3 bidder and so on till the all the logical L-2 and L-3 bidders who agree to accept L1 price are reached. For example if L-2 does not agree to match L-1 price and L-3 agree to do so, the L-3 shall be treated as logical L-2 and so on.

- iv). In case the offered sum of Business Volume of L-1, L-2 and L-3 bidder is equal to the tender Business volume, the distribution shall be made as per their Volume.
- v). In case only two prices i.e. L1 and L2 are obtained due to absence of L3 or L4 bidder OR L3 or higher bidder's unwillingness to match the L1 price, the Business volume shall be distributed amongst L1, L2 bidders only in the ratio of 60:40 limited to their offer volume.
- vi). In case only one prices i.e. L1 are obtained due to absence of L2 or L3 bidder OR L2 or higher bidder's unwillingness to match the L1 price, whole tender business volume. shall be distributed to L1 bidder i.e 100 % limited to their offer Business volume.
- vii). Empaneled agencies shall be required to furnish quarterly Monthly Invoice Receipt for the total volume of business handled by them by 10th day of commencement of next month. However depending upon the suitability, dependability & reliability of the services. CIL management reserves the right to split the business between the parties.

13.(B) Distribution of quantity in case of eligible MSE bidder

Distribution of quantity between L1, L2 & L-3 bidder shall remain as given in NIT vide clause no. 13(A) and award shall be done in accordance to clause 16 of instruction to bidder (ITB). However the purchase preference and preferential allocation of work to MSE bidder to be done as per following (Since all the bidder shall be Class I local supplier hence preference will be given to MSE only):-

- (a) In case MSE bidder becomes L-1 or L-2 in that case, the work distribution will be done as specified in clause 13 (A).
- (b) If L-3 bidder is a MSE and matches the L-1 rate than in that case the distribution of L-1, L-2, L-3 will be 50%, 25%, 25%
- (c) In case the L1, L2 & L-3 bidder are non MSE bidder and there are eligible MSE bidder within the 15% price band w.r.t L1 bidder then the lowest MSE bidder among the other eligible MSE bidders shall be given other chance to match the L1 price. If he matches it, than he shall be treated as L3 bidder and distribution shall be done as per clause 13 (B) (b) above.
If the lowest MSE bidder among eligible MSE by bidder does not opt to match the L1 price than the options shall be iterated till all eligible MSE exhausted.
- (d) In above case only one MSE bidder shall be considered for award to 25% of quantity.
- (e) This shall be read along with clause 13(A) of NIT and 16 of award of work in instruction to bidder (ITB)
- (f) Since all the bidders shall be class I hence preference shall be for MSE bidders only

14. (A) Technical Evaluation of Tender:

- A. After opening of Technical bid, the documents submitted by bidder(s) in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s) online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for opening of price bid.
- B. In case the Tender Committee finds that there is some deficiency in uploaded documents (i.e. w.r.t. confirmatory documents) corresponding to the information furnished online or in case corresponding

document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e- mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.

- C. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- D. The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- E. In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
- F. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of up to 7 days. The clarification shall be taken in online mode in the e- Procurement portal of CIL only.
- G. In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.
- H. After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the evaluator and price bid shall be opened after preschedule date and time mentioned in the NIT online in the eProcurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL after rescheduled date and time.
- I. In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).
- J. **If L1 bidder backs out (i.e. Techno commercially established L1 bidder), then they will be banned for two years from being eligible to submit Bids in CIL and its subsidiaries.**
Note:*In case If the defaulter L1 bidder is a Joint Venture(JV) firm, penal action against the JV will also be applicable to all the partners of JV.*
- K. Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India.

Verification of local content :

- I. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

- II. CIL/ Subsidiary may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.
- III. False declarations will attract banning of business of the bidder for a period up to two year and with process in line with clause 19 of GTC.
- IV. A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

(B) Procurement from Micro and Small Enterprises (MSEs)

- i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L1 + 15% and they match the L1 price.
- ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split. If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE bidders are exhausted.
- iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.
- iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.
- v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling CIL/ Subsidiary to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:
 - In case of proprietary MSE, proprietor(s) shall be SC /ST
 - In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
 - In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
 - In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.

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

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

vii) The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.

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

ix) The existing MSE enterprises registered prior to 30th June 2020, shall continue to be valid for a period up to 31.03.2021 only. Mandatorily bidders need to have “Udyam Registration Certificate” after 31.03.2021 for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.

x) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be banned for a minimum period of 1(One) year in line with provisions of Banning of Business

15. Auto Extension of Critical Date:

If number of bids received online is found to be less than 03(three) on end date of bid submission then the following critical dates of the Tender will be automatically extended for a period of 04 (four) days ending at 17.00 hrs:

- Last date of submission of Bid.
- Date of Opening of Tender. If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the eProcurement Portal then the same is to be rescheduled to the next working day. This extension will be also applicable in case of receipt of zero bid.

Notes:

1. The validity period of tender should be decided based on the final end date of submission of bids.
2. The auto extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than 03(three).
3. After single extensions, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

16. One Bid per Bidder:

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

17. Conflict of Interest

A Bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:

- a. They have controlling partner(s) in common; or
- b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) a Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or
- f) in case of a holding company having more than one Subsidiary/Sister Concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of Business;
- g) All such Bidders having a Conflict of Interest, shall be disqualified.

17. Site Visit: Deleted

18. Taxes and Duties:

All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable only) and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

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

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

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

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

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

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

shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.

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

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

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

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

19. Cost of Bidding:

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

20. Technical Specifications:

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

21. Currencies of Bid and Payment:

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

22. Canvassing in Tender:

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

23. Letter of Acceptance (LOA)/Work Order/Agreement:

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to expiration of the Bid validity period. The L-1 bidder will get the information regarding award of work on their personalized dash-board on-line. On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfilment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. In this case action shall be taken as per Clause No. 3 of e-tender Notice.

24. Bid Validity:

The validity period of the tenders shall be 120(One Hundred Twenty) days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid. The tenderer

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

25. Modification and Withdrawal of Bid:

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. Bidders may withdraw their bids online within the end date of bid submission. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

- a. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and In this case action shall be taken as per Clause No. 3 of e-tender Notice. The Price-bid of remaining bidders will be opened and the tender process shall go on.
- b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and In this case action shall be taken as per Clause No. 3 of e-tender Notice. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:
 - i. If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
 - ii. If the bidder withdrawing his bid is L-1, then re-tender will be done

Note :

- i). In case of clause (a) & (b) above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (When TAA is CMD then with the approval of concerned Director and in case the TAA is above CMD (i.e. FDs/Empowered Committee/Board) then with the approval of CMD. In case TAA is below CMD, then approval of respective TAA is required), stating that the EMD of bidder is forfeited, and In this case action shall be taken as per Clause No. 3 of e-tender Notice. This letter will be circulated to all Areas of the Subsidiary and the updated list will be maintained by all Tender Inviting Authority/Evaluators.
- ii). Penal action against clause (a) & (b) above will be enforced from the date of issue of such order. The standard operating procedure to handle withdrawal of bid after end date of submission shall be as Clause no 14 of Chapter I.

26. Standard Operating Procedure for Withdrawal of Bid:

The Mode of withdrawal: -

A) Online Withdrawal of Bids:

- a) The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from department side.
- b) The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

B. Offline Withdrawal of Bids :

- a) A partner of bidder (in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

II Acceptance of withdrawal by Tender Committee:

- A. Every case of withdrawal under Clause I-(A) (b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.
- B. The Tender Committee shall apply its due diligence to decide:
- a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose, a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrollment page of e-Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Joint Venture or Partnership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the JV or the partnership firm then the bidder shall be required to furnish a legally acceptable document signed by all the partners of the firm to substantiate his claim.
 - b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.
 - c. If the mala fide intentions in the withdrawal are apprehended then the tender should be cancelled apart from other penal action as per e-Procurement Manual for works and services of CIL and other guidelines/manuals of CIL.
 - d. If no mala fide intentions in the withdrawal are apprehended then the penal action in line with the prescriptions of the e-Procurement Manual for works and services of CIL will be applicable.
 - e. The Tender Committee may also obtain the opinion of legal department in order to ascertain the legal course of action in case of Clause II-(B)(b) and II-(B)(c) above.

27. Postponement of scheduled date(s):

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

28. Public Enterprises preference:

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

29. Contract Agreement Document(s):

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

30. Sub-letting of Work:

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.

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

31. Prohibition of Child Labour engagement:

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

32. Implementation of CMPF/EPF:

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

33. Splitting up of the work:

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

34. Settlement of Disputes:

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

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

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain context) means any person or firm or company, including any member of a Joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency, branch or office controlled by such person, participating in a procurement process
- III. “Bidder from a country which shares a land border with India” for the purpose of order F.No. 6/18/2019-PPD dated 23.07.2020 means:-
 - a. An entity incorporated, established or registered in such a country; **or**
 - b. A subsidiary of an entity incorporated, established or registered in such a country; **or**
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; **or**
 - d. An entity whose beneficial owner is situated in such a country; **or**
 - e. An Indian (or other) agent of such an entity; **or**
 - f. A natural person who is a citizen of such a country; **or**
 - g. A joint venture where any member of the joint venture falls under any of the above.

1. “The beneficial owner” for the purpose of (III) above will be as under In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

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

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- IV. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- V. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

Note:

1. (a) The intending bidders must submit "Certificate" as per the format given at **Annexure-XVIII** in compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 and as amended from time to time of Ministry of Finance, Gol.

AND

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

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

36. Integrity Pact

The format of the Pre-Contract Integrity Pact is given at Annexure-XV of the Tender document. The bidders have to accept unconditionally the Pre-Contract Integrity Pact in GTE (General Technical Evaluation) at the time of bid submission.

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

Sl No.	Name	email Id/Contact Number
1	Shri Sudhir Kumar	Mail-id: -stomar@gmail.com , Mobile No. 09871054454
2	Shri Anil Kaushal	Mail- id: kaushal.anil17@gmail.com , Mobile No. 8800028118/ 9868128118

Sd/-
Tender Inviting Authority