



CANARA BANK
(A GOVERNMENT OF INDIA UNDERTAKING)
PREMISES AND ESTATE SECTION
CIRCLE OFFICE,
PUNE

TELEPHONE: 020-25530622

INVITE TENDERS IN SINGLE BID SYSTEM

FOR
EMPANELMENT OF SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC)
SMF & TUBULAR TYPE BATTERIES FOR OFFICES AND BRANCHES IN ENTIRE MAHARASHTRA
(EXCEPT MUMBAI)

Last date for submission of Tender & Opening of Technical bid : 3. 00 P.M. (IST) on

29.09.2020

Name &Address of Contractor

CONTENTS

| Item no | Headings | Page no. |
|---------|---------------------------------------|----------|
| 1 | Documents to be submitted | 3 |
| 2 | Notice Inviting Tender | 4 |
| 3 | Instructions to Tenderers | 6 |
| 4 | Prequalification criteria | 8 |
| 5 | Declaration by Tenderer | 9 |
| 6 | Notice to Tenderer | 11 |
| 7 | Details of Tenderer (Annexure-A) | 14 |
| 8 | Confirmation by Tenderer (Annexure-B) | 15 |
| 9 | Details of Battery (Annexure-C) | 16 |
| 10 | Article of Agreement | 18 |
| 11 | Mandatory Certificate by vendor | 21 |

Item-1. **DOCUMENTS TO BE SUBMITTED**

[To be filled by Tenderer]

COVER - I (TECHNICAL BID)

[To be tagged and marked in the given order]

| No | Items | Confirmation by tenderer |
|----|---|--------------------------|
| 1 | EMD for Rs 5000/- | Yes / No |
| 2 | Receipt of tender fees for Rs.200/- | Yes / No |
| 3 | Technical bid duly signed and sealed on all pages (Annexures A,B,C & page 3 duly filled in) | Yes / No |
| 4 | Authorized dealership certificate | Yes / No |
| 5 | Self-attested copy of PAN & GST | Yes / No |
| 6 | Catalogue of SMF & Tubular batteries | Yes / No |
| 7 | Copy of order executed for minimum Rs.10 lacs during last 3 years | Yes / No |
| 8 | Mandatory Certificate (Page 21& 22) | Yes/No |

Item-2. NOTICE INVITING TENDER

Tenders are invited by Canara Bank towards rate contract for SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF BATTERIES FROM BATTERY MANUFACTURERS/ AUTHORISED BATTERY DEALERS/DISTRIBUTORS OR CANARA BANK EMPANELLED UPS VENDORS FOR SMF, TUBULAR BATTERIES having service facilities in and around the nearby district of the Administrative office applied for entire Maharashtra (except Mumbai)

| | | |
|---|--|---|
| 1 | Date of download of tender documents from Bank's web site http://www.canarabank.com | From 19.09.2020 to 29.09.2020 |
| 2 | Last date and time for submission of technical bid | Date: 29.09.2020 by 3:00 P.M |
| 3 | Earnest Money Deposit. (EMD) | Rs.5000/- (Rupees Five Thousand Only) in the form of DD in favor of 'Assistant General Manager, Premises & Estate Section, Canara Bank, Circle Office, Pune.' No interest shall be allowed on the Earnest Money. Tenders without Earnest Money shall be liable for rejection. |
| 4 | Tender document fee | Rs.200/- by way of Demand Draft of a Scheduled Bank issued in favour of "Premises & Estate section, Canara Bank, Pune - payable at Pune. |
| 5 | EMD & technical bid to be submitted at: | EMD & technical bid should be submitted at Premises & Estate Section Circle Office, Pune before 29.09.2020 by 3.00P.M. Contact: 020-25530622 |
| 6 | Date and Time of opening of Tenders: (Technical Bid) | Date: 29.09.2020 at 3.00 P. M. (IST) at above office address. Technical Bid of those firms / contractors who do not submit EMD and Tender fees shall be rejected. Representatives of Bidder may be present during opening of Tender. However Tender would be opened even in the absence of any or all the bidder's representatives. |

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

The Bank has the right to accept or reject any or all the tenders without assigning any reason whatsoever.

Note: All the pages of the Tender document shall be sealed and signed by the Contractor

Vendor qualifying technical bids will be empanelled with our Canara Bank Circle Office Pune for 1 year. Rates for batteries will be standardized on half yearly basis.

Please read the 'INSTRUCTIONS TO TENDERERS' thoroughly before submitting the Tenders. Also note to verify the Bank web-site under 'Tender Notices' before the last date and confirm that 'CORRIGENDA' to the Tender Notices issued (if any) has been read and / or complied with.

Item-3. INSTRUCTIONS TO TENDERERS

1. This tender is for the “SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF SMF, TUBULAR BATTERIES FROM MANUFACTURERS/ AUTHORISED DEALERS/DISTRIBUTORS AND CANARA BANK EMPANELLED UPS VENDORS”. It is a Single Bid containing Technical bid with prequalification criteria. Scope of work includes Supply, Installation, Testing and Commissioning of Battery systems and providing Technical support during breakdowns under warranty period for entire Maharashtra (except Mumbai). Vendor qualifying technical bids will be empanelled with our Canara Bank Circle Office Pune for 1 year. Rates for batteries will be standardized on half yearly basis.

Tenders with incomplete or broken seals are liable to be rejected, the matter solely resting at the discretion of Premises & Estate Section, Canara Bank Pune.

2. Canara Bank reserve to itself the right to accept or reject any/all tender without assigning any reason for doing so and does not bind itself to accept the lowest or any other tender. If at any stage the information furnished by the applicant is found to be incorrect at a later stage; he shall be liable to be debarred from participating in the future tender and bid submitted/accepted will be cancelled. The Canara Bank will not enter into any correspondence with tenderer except seek clarification as and when necessary.

3. Canara Bank is not responsible for the late receipt due to postal delay, strikes or any other reasons. The incomplete application is liable to be rejected summarily.

4. The decision of the Canara Bank to accept or reject any application for prequalification will be final.

5. General Specifications are for guidance only.

6. Employer or Client shall mean Assistant General Manager, Canara Bank.

7. The tender is to be submitted in separate sealed cover. The cover is to contain the tenderer's EMD in the form of a Demand Draft, Technical bid with annexures A,B,C & Certificate duly filled in and supporting documents for prequalification criteria. There should not be any mention about the price in any manner in cover. Cover should be super scribed as (EMD & Technical Bid). All pages should be properly tied and tagged in its order for easy identification during scrutiny. Full address with phone no. of the tender should be written on the sealed covers. No deviations from the tender conditions are acceptable.

8. All pages of the tender document shall be sealed & signed by authorized signatory and stamped. All Corrections shall be duly signed and stamped. Bids received after the above date/time will not be considered. Please quote separately for each of items according to the Technical specifications in the format given in the tender.

9. Bank reserves the right to reject the offer without assigning reason or whatsoever.
10. Please enclose the list of district-wise service centers in entire Maharashtra (except Mumbai) with addresses, name of contact persons with telephone numbers.
11. The requirement of Batteries may be at any of our Branches/RO/Administrative Offices/RAH/CPC/Currency Chest/ Account Section at different locations all over Maharashtra (except Mumbai).
12. The batteries delivered shall conform to the Bank's standard specifications supplied with this notice and any deviation made will be penalized appropriately. Conditional tenders are not acceptable.
13. Whenever interstate movement of batteries are involved, the compliance and completion of statutory formalities including matters relating to transport or other access or tax and delivery of Batteries at the bank specified premises it is at the sole responsibility of and at the cost of vendor only. In case any document is to be signed for the purpose, the same may be obtained by the vendors representative from the specified office/branch of the bank and the same will be signed and returned by the bank after due verification.
14. Bank reserves the right to ask the vendors to divert the ordered batteries for a particular site to a different location/city/site, if the situation so warrants.
15. Bank reserves the rights to issue purchase order for batteries of different AH rating for replacing a particular AH rated batteries as per requirement and vendor shall accept the same.
19. In the event of failure or not adhering of tender terms and conditions to execute the order, the EMD submitted will be forfeited by Bank and the vendor will be blacklisted from participating in future tenders.

Item-4. **PREQUALIFICATION CRITERIA**

| Sl.No | Eligibility Criteria | Document Required |
|-------|---|--|
| 1 | The applicant must be empanelled with Govt. Organizations, Central autonomous bodies, State autonomous bodies, PSUs, Public Sector Banks etc. The firm should be registered/licensed with appropriate government authority. | Copy of a valid empanelment sanction. Copy of Registration/incorporation certificate and Copy of License |
| 2 | The applicant must have experience in related works of at least 3 years as on 31.03.2020 | Copy of work orders |
| 3. | The applicant Should have supplied similar Batteries worth minimum Rs.10 Lakhs including GST to Govt/PSU /Banks/Insurance companies /reputed IT firms etc during the last three years. | Copy of work orders |
| 4 | The applicant should be an assessee of Income Tax and must possess GST Registration. | Copy of PAN card & GST IN Registration certificate |
| 5 | The applicant should have office in geographical jurisdiction of the Pune Circle and also Should have sales and service facility in all the districts of Maharashtra. | Proof of office address |
| 6 | The supplier should be an OEM/Direct Dealer /Supplier of the items having wide dealer and service network in the geographical jurisdiction of Maharashtra state. | Letter of Authorization for dealers valid for a further period of minimum three years from 31.03.2020. Proof of valid Authorized dealership to execute work in the respective district or nearby district from OEM, GST registration, PAN details. |
| 7 | The Battery manufacturers/ (Authorized dealers or distributor of the respective or nearby district) or Canara Bank Empanelled UPS vendors. | Proof to be attached |

Item-5. DECLARATION BY THE TENDERER

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF BATTERIES FROM BATTERY MANUFACTURERS/AUTHORISED BATTERY DEALERS/DISTRIBUTORS OR CANARA BANK EMPANELLED UPS VENDORS FOR SMF, TUBULAR BATTERIES

Dear Sirs,

I/We the undersigned have carefully gone through and clearly understood after reading the Tender documents comprising of the tender form, Notice to contractors, and Schedule of Probable quantities and Draft Agreement prepared by Canara Bank.

I/We do hereby undertake to execute and complete the whole or part of the work (as desired by you) at the standardized rates which Bank will standardize on half yearly basis.

I/We are depositing as Earnest Money a sum of Rs. 5,000/- (Rupees Five Thousand Only) in favor of The 'Assistant General Manager, Premises & Estate, Canara Bank, Circle Office, Pune.' along with this tender for due execution of the work at my/our tendered rates.

In the event of this Tender being accepted I/We agree to enter into an agreement in Rs.500/- worth stamp paper as and when required and execute the contract according to your form of Agreement, within 15 days of receipt of work order, in default thereof, I/We do hereby bind my-self/ourselves to forfeit the aforesaid EMD.

I/We do hereby undertake to execute orders and are agreeable to all the terms and conditions expressed by the Bank as per the tender.

I/We do hereby undertake to supply as per specifications of the Bank and to maintain the units as mentioned in the 'technical bid'.

I/We do hereby undertake to supply any number of quantities in case of need at any point of time, during period of contract.

I/We do hereby undertake to provide maintenance and service to Battery after the warranty period through your technicians.

Yours faithfully,

Signature of the Tenderer

Address:

Date:

Phone No:

Fax No:

Name of the Contact Person:

Mobile No Email id:

Brand Name /Make of Batteries Offered:

Any other relevant information:

Item-6.NOTICE TO TENDERER

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF BATTERIES FROM BATTERY MANUFACTURERS/AUTHORISED BATTERY DEALERS/DISTRIBUTORS OR CANARA BANK EMPANELLED UPS VENDORS FOR SMF, TUBULAR BATTERIES

Dear Sirs,

1. We have pleasure in inviting you to submit tender for the aforesaid work.

The scope of work broadly as given below is for ONE YEAR RATE CONTRACT FOR THE SUPPLY OF BATTERIES (SMF, TUBULAR TYPE) TO OFFICES AND BRANCHES IN ENTIRE MAHARASHTRA EXCEPT MUMBAI.

2. The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same.
3. The technical bid will be evaluated and the technically qualified vendors/applicants will be empanelled for one year with Canara Bank Circle Office Pune.
4. All pages of the tender document shall be signed by authorized signatory and stamped. All Corrections shall be duly signed and stamped. Bids received after the above date/time will not be considered.
5. Each page of the tender document is required to be signed by the authorized person or persons submitting the tender. Any tender with any of the documents not so signed will be rejected.
6. The tender documents must be filled in English and all the entries must be made by hand and written in ink. If any of the documents are missing or unsigned, the tender shall be considered invalid.
7. Please specify separately the model no for the respective Batteries as per Annexure-C and submit the catalogues for the same
8. Tenders quoting for lesser rating other than the specified shall be rejected.

9. Whenever interstate movement of Batteries of various ratings is involved, the compliance and completion of statutory formalities including matters relating to transport, loading, unloading, GST or other access or tax and delivery of Batteries at the bank specified premises it is at the sole responsibility of and at the cost of vendor only. In case any document is to be signed for the purpose, the same may be obtained by the vendors representative from the specified office/branch of the bank and the same will be signed and returned by the bank after due verification.
10. Failure to enclose any / all of the necessary documents and to submit the tender in the required format etc. will disqualify the tender.
11. Bank reserves the right to ask the vendors to divert the ordered item for a particular site to a different location / city / site, if the situation so warrants.
12. The rate which will be standardized by our Office will inclusive of all duties, taxes, levies, loading, transportation, transit insurance, unloading, delivery at the required location, Installation, Powder coated Metallic Battery stand with provision for double earthing, interconnecting copper cables, buy back offer etc. No variation in the quoted rates subsequently will be allowed and no additional claims other than quoted rates will be entertained.
13.
 - i) No advance is payable.
 - ii) Full payment against the bill along with the satisfactory onsite installation, testing and commissioning report and replacement warranty certificate for minimum 24 months for SMF and 48 months for Tubular battery.
 - iii) However, where delivery has been made but installation, testing commissioning could not be carried out due to the site condition 75% of cost will be paid.
 - iv) Balance 25% will be paid on completion of installation, testing and commissioning.

14. The Batteries should be installed within 2 weeks from the date of confirmed purchase order. If the delivery is not done within the stipulated time period, a penalty of 0.5 % will be levied on the cost per week or part thereof for the delayed period subject to the maximum of 5% of the order value.
15. **Date of installation, warranty and name of the supplier with phone no should be written on the on each battery by paint/permanent marker.**
16. Batteries should carry a minimum replacement warranty of minimum 24 months from the date of installation / delivery for SMF and 48 months for Tubular Batteries. On Site Warranty should include free replacement of batteries during the warranty period.
17. Earnest Money Deposit (EMD): in the form of DD/Banker's cheque for an amount of Rs 5000/- (Rupees Five Thousand only) in favour of ASSISTANT GENERAL MANAGER, PREMISES & ESTATE, CANARA BANK, CIRCLE OFFICE, PUNE. Tenders without EMD will be rejected. EMD will be retained as Security deposit and will be returned to the successful tenderer after the contract validity period. The EMD of the unsuccessful tenderers will be returned as soon as the agreement is signed with the successful tenderer.
18. Agreement on stamp paper: The successful tenderer should enter into formal agreement with Bank on stamp paper worth Rs.500/- (at successful tenderer's cost) as per the standard format issued by the Bank.
19. Indemnity Bond on stamp paper: The successful tenderer should submit the Indemnity Bond on stamp paper worth Rs.500/- (at successful tenderer's cost) as per the standard format issued by the Bank.
20. Batteries if got damaged during the transportation must be replaced with new one within 48hrs.
21. Battery vendor shall provide temporary standby arrangement for supporting in case of failure of the existing systems upon the request of Canara Bank or if there is delay in the supply of new batteries after placing work order for the same.

ASSISTANT GENERAL MANAGER

Date:

Accepted

Place:

Signature and stamp of the tenderer

Item-7. Details of the tenderer (to be filled by tenderer) (Annexure-A)

| | | |
|-----|--|--|
| 1. | Name of the Firm | |
| 2. | Full address for correspondence with pin code | |
| 3. | Name of the contact Person | |
| 4. | Designation of the contact person | |
| 5. | Telephone nos. including Mobile no. | |
| 6. | Fax No. | |
| 7. | E-mail Id | |
| 8. | Year of Establishment of the firm | |
| 9. | Whether individual, partnership or company | |
| 10. | PAN of firm | |
| 11. | GST no of firm: | |
| 12. | ISO certification | |
| 13. | Details of major orders executed during last 3 years in PSU/Banks/Govt Organizations/Software firms. (Enclose purchase order copies) | |
| 14. | No of branch office/service centers in Maharashtra | |
| 15. | Banker's Name | |

NOTE: Separate sheets, documents, etc. in support of above can be enclosed.

Item-8. Confirmation by the Tenderer (To be filled by Tenderer) (Annexure-B)

(Invariably respond to all the following parameters/aspects. Do not delete or add any parameter from/to this list.)

| SNo | Parameter | Response of tenderer (cancel whichever not applicable) |
|-----|---|--|
| a | Whether agreeable to all the terms and conditions specified by the Bank? | Yes/NO |
| b | Whether agreeable to the payment norms and warranty norms of the Bank? | Yes/NO |
| c | Whether agreeable to supply and install the batteries as per the Bank's standard specification and maintain the units? | Yes/NO |
| d | Whether giving comprehensive warranty for minimum 24 months for SMF and 48 months for Tubular? | Yes/NO |
| e | Whether agreeable to supply as per specifications of the Bank as mentioned in the 'technical bid'. | Yes/NO |
| f | Whether furnished list of all the service network in Maharashtra with contact numbers/persons for the same | Yes/NO |
| g | Whether agreeable to change of delivery place in case of need at any point of time, before actual delivery | Yes/NO |
| h | Whether agreeable to supply more quantities than indicated in this tender in case of need at any point of time, during period of contract | Yes/NO |
| i | Whether agreeable to keep the Battery rates valid for 06 months (as per standardization which will be done by the bank) | Yes/NO |

We have read and understood all the terms and conditions stipulated by the Bank for all categories of equipment and do hereby agree to each and every item indicated therein. We agree to abide by the Proposal and the rates quoted therein for the contract awarded by the Bank. Until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We understand that Canara Bank reserves the right to accept or reject any or all bids without assigning any reason whatsoever thereof.

Dated this day of-----2020.

AnnexureC - Item-9. Details of Batteries quoted (to be filled byTenderer)

SMF BATTERIES

| SNo | Battery Capacity and specification | Make | Model |
|-----|------------------------------------|------|-------|
| 1 | 12V,65AH, C 20 rating | | |
| 2 | 12V,75AH, C 20 rating | | |
| 3 | 12V, 100AH, C 20 rating | | |
| 4 | 12V, 120AH, C 20 rating | | |
| 5 | 12V, 150AH, C 20rating | | |

TUBULAR BATTERIES

| S.No. | Battery Capacity and Specification | Make | Model |
|-------|------------------------------------|------|-------|
| 1 | 12V,66AH - C10 RATING | | |
| 2 | 12V,75 AH - C10 RATING | | |
| 3 | 12V, 100 AH - C10 RATING | | |
| 4 | 12V, 120 AH - C10 RATING | | |
| 5 | 12V, 130AH - C10 RATING | | |
| 6 | 12V, 150 AH - C10 RATING | | |

Approved Makes for SMF batteries Brand: Exide, Quanta

Approved Makes for Tubular batteries Brand: Exide 6EL, Quanta

- 1) Note: Under SMF category, only Valve Regulated Lead Acid (VRLA) type SMF batteries with electrolyte in Absorbant Glass Mat form are acceptable. Any other type including calcium batteries are not acceptable.
- 2) Batteries shall be of latest batch only with C20/C10 batteries. Batteries older than 3 months are not acceptable. Installation report shall carry the Battery batch numbers and date without which the payment will not be made. Date and year of manufacturing of batteries have to be specified along with Sr.Nos
- 3) The vendors have to specify, the make/model of battery they propose to quote, they have to submit detailed literature of battery and battery manufacturer's capability etc.

Place:
Date:

Tenderer's Signature
Stamp

FORM OF AGREEMENT

This agreement is made on the _____ day of the month of _____ in the year 2020 BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head office, at 112, J C Road, Bangalore -02 represented by its duly constituted attorney (hereinafter referred to as the Employer / Bank) on the ONE PART; and

* Shri _____ S/D/o _____ resident of _____ the sole proprietor of M/s _____ having office at the following address _____

* M/s. _____ the partnership firm having an administrative/principal office at _____ represented by its Managing/duly authorised partner.

* M/s. _____ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address _____, duly represented at _____ duly represented by its constituted and authorised Managing Director, Shri _____ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Contractor) on the other part

WHEREAS THE Employer / Bank is desirous that certain works should be designed, supplied, installed, tested & commissioned as detailed in the notice inviting tender and their office mentioned and called for invitation to tenderers for the supply, installation and performance of such works has been accepted by the Employer on the terms and conditions as set out therein and interalia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - a) Notice inviting Tender
 - b) General rules and Instructions for the guidance of tenderers.
 - c) The Tender, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.
 - d) General Conditions of contract and clauses of contract along with Annexure thereto.
 - e) Schedules I, II, & III consisting of Technical Specifications, Special Conditions, Questionnaire, Comprehensive AMC terms, tender drawings if any, etc.
 - f) The details submitted in technical bid, design, and such other commitments like Annual Maintenance Charges for the period mentioned shall be part of the agreement.

[Note : * Strike off whichever is not applicable]

3. In consideration of the payments to be made by the Employer to the tenderer, the tenderer hereby covenants and agrees with the Employer to complete the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said
tenderer,

to

the Employer in the presence of:

Signature of Tenderer (with seal)

Signature of Authorised
representative of the Employer /
Accepting Authority.

Witness (Signature, Name & Address):

1).

2).

**CERTIFICATE
(ON LETTER HEAD OF THE COMPANY/FIRM)**

**TO
THE DEPUTY GENERAL MANAGER
CANARA BANK
CIRCLE OFFICE
PUNE**

Dear Sir,

This is to certify that we have read the clause regarding restrictions on procurement from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No 1) dated 23rd July 2020. Further, it is certified that our company is neither from a country sharing land border with India nor our Company is an entity as under:

- 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 consortium or joint venture where any member of the consortium or joint venture falls under any of the above

Further, it is certified that provision of paragraph 10 & 11 as per Ministry of Finance Order (Public Procurement No 1) dated 23rd July 2020 are not applicable to us in respect of tender.

Place:
Date:

Signature:
Name & Designation:
(Company Seal)

Definition of “Beneficial Owner”

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, 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;

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.