**Tender No:** JHS-ELG-W-T-01-2023-24 **Closing Date/Time:** 15/05/2023 15:00

**Sr DEE G JHS** acting for and on behalf of The President of India invites E-Tenders against Tender No **JHS-ELG-W-T-01-2023-24** Closing Date/Time 15/05/2023 15:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

#### 1. NIT HEADER

Name of Work	Provision of supply, installation, testing and commissioning of Solar PV Plant capacity of 08x50 KWp at various locations of JHS Division.				
Bidding type	Normal Tender				
Tender Type	Open	Bidding System	Single Packet System		
Tender Closing Date Time	15/05/2023 15:00	Date Time Of Uploading Tender	15/04/2023 12:52		
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable		
Advertised Value	21780536.00	Tendering Section	ELECTRICAL		
Bidding Style	Single Rate for Tender	Bidding Unit	Above/Below/Par		
Earnest Money (Rs.)	258900.00	Validity of Offer ( Days)	60		
Tender Doc. Cost (Rs.)	0.00	Period of Completion	6 Months		
Contract Type	Works	Contract Category	Expenditure		
Bidding Start Date	01/05/2023	Are Joint Venture (JV) firms allowed to bid	No		
Ranking Order For Bids	Lowest to Highest	Expenditure Type	Revenue		

### 2. SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
	Schedule 1-Provision of supply, installation, testing and commissioning of Solar PV Plant capacity of 08x50 KWp at various locations of JHS Division.						21780536.00	
	1	8.00	Numbers	2722567.00	21780536.00	AT Par	21780536.00	
	Description:- Supply, erection, testing and commissioning of 50 KWP SPV system having Mono PERC half-cu							
solar PV module (93 nos. 540 Wp) including GI Ground/roof mounted Modules mounting structure with (foundation, On grid inverter (50 KW). Data logger with data plan, DC cable, ACDB, DCDB, Earthing, Wires								

solar PV module (93 nos. 540 Wp) including GI Ground/roof mounted Modules mounting structure with Civil foundation, On grid inverter (50 KW), Data logger with data plan, DC cable, ACDB, DCDB, Earthing, Wires etc. and also plant installation work as per IS 14286 (part-1): 2019, IEC 61215-1:2021 standard or latest. ( All other technical specifications are attached in tender document).

#### 3. ITEM BREAKUP

No item break up added

#### 4. ELIGIBILITY CONDITIONS

#### **Special Financial Criteria**

S.No.	Description	Confirmation Required		Documents Uploading
1	Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of 'V/N' or 'V' whichever is less; where V= Advertised value of the tender in crores of Rupees, N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.	No	No	Allowed (Mandatory)
1.1	Annexure VI-B must be submitted for Financial Eligibility, as enclosed herewith.	No	No	Not Allowed

### **Special Technical Criteria**

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**Tender No:** JHS-ELG-W-T-01-2023-24 **Closing Date/Time:** 15/05/2023 15:00

S.No	. Description	Confirmation Required		Documents Uploading
1	Technical Eligibility Criteria:(a)The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:(i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or(ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or(iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.	No	No	Allowed (Mandatory)

### **Special Technical Criteria**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	(b)(1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges - substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:(i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or(ii) Two similar works each costing not less than the amount equal to 60% of advertised value of each component of tender, or(iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.Note for b(1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.(b)(2) In such cases, what constitutes a component in a composite work shall be clearly predefined with estimated tender cost of it, as part of the tender documents without any ambiguity.(b)(3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contractor, with prior approval of Chief Engineer in writing.	No	No	Allowed (Mandatory)

### **Special Technical Criteria**

S.No.	Description	Confirmation Required		Documents Uploading
1	However, if required in tender documents by way of Special Conditions, a formal agreement duly notarized, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows: The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract. Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway. In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing.	No	No	Allowed (Mandatory)

## **Special Technical Criteria**

S.No.	Description	Confirmation	Remarks	Documents
		Required	Allowed	Uploading

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**Tender No:** JHS-ELG-W-T-01-2023-24 **Closing Date/Time:** 15/05/2023 15:00

1	Note for Item 10.1:Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.	No	No	Allowed (Mandatory)
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### **Special Technical Criteria**

S.No	·	Confirmation Required		Documents Uploading
1	Definition of Similar work for Technical Eligibility:- "Design Supply, Erection, Testing and Commissioning of SPV Solar Power Plant".	No	INο	Allowed (Mandatory)

### **Submission of Document Verification Certificate**

S.No.	·	Confirmation Required		Documents Uploading
1	Please submit a certificate in the prescribed format (please download the format from the link given below) for verification / confirmation of the documents submitted for compliance of eligibility / qualifying criteria. Non submission of the certificate, or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of your offer.  [ Click here to download the Format of Self Certificatio)	No	INO	Allowed (Mandatory)

### 5. COMPLIANCE

## Commercial-Compliance

S.No.	Description	Confirmation Required		Documents Uploading
1	Please submit your Bank details such as Name of the - Bank along with Bank Branch code, account No., IFSC Code and PAN Number as per the format given in attached tender document.		No	Allowed (Mandatory)
2	I/We have carefully gone through the Clause no 10 to 18 of GCC-APRIL,2022 and understood that non-compliance of requirement of these clause and non submission of required documents in compliance, my/our offer will be rejected.	No	No	Allowed (Mandatory)
3	Submission of necessary certificate/declaration regarding notblacklisted/debarred as applicable for respective type of bidding firm, asmentioned under respective clauses from 10 to 18 of GCC-APRIL,2022.	No	No	Allowed (Mandatory)
4	Please furnish list of plant and Machinery available on hand and proposed to be inducted. Own and hired to be given separately for the subject work.	No	No	Allowed (Mandatory)
5	Please furnish list of personal, organization available on hand and proposed to be engaged for the subject work.	No	No	Allowed (Mandatory)
6	Please furnish list of Works on hand indicating description of Work, contract value, approximate value of balance work yet to be done and contract No. and date of award, awarding unit name & address etc.		No	Allowed (Mandatory)
7	Please furnish list of Works completed in last seven financial years giving description of work, organization for whom executed, approximate value of contract at time of award, date of award and date of completion. Date of actual. start, actual completion and final value of contract shall also, be given.	No	No	Allowed (Mandatory)
8	Generally deviations of contractor against the Railways specification & special conditions stipulated in the entire tender booklet are not acceptable. Therefore, tenderers are advised not to quote any deviation against the Railways conditions & specification stipulated in tender' document. However, deviation if any should be evaluated in financial term and rate quoted accordingly i.e. deviations should be considered into rates.	No	No	Allowed (Optional)

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**Tender No:** JHS-ELG-W-T-01-2023-24 **Closing Date/Time:** 15/05/2023 15:00

9	Tender should submit documents related to Registration details, GSTIN No., registered address, email ID etc.	No	No	Allowed (Mandatory)
10	No octroi duty is payable. However if desired, a certificate stating that the hired Vehicle is requited for Railways own use shall be issued.	No	No	Allowed (Mandatory)
11	The tender document form is issued free of cost to all tenderers and Bid Security as indicated in the NIT header shall be paid through online' gateway/E-Payment facility provided on IREPS website only, Other mode of payment towards Bid Security will not be accepted. In case payment of Bid Security is not successful during E-payment, the offer will be summarily rejected.	No	No	Allowed (Mandatory)
11.1	Note: (i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.		No	Allowed (Mandatory)
11.1.1	NOTE (ii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above	No	No	Allowed (Mandatory)
12	JVs/Consortiums/MOU s will not be considered.	No	No	Not Allowed
13	GCC Clause 14: Documents to be Submitted Along with Tender: (i)The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.(ii)Following documents shall be submitted by the tenderer: (a) Sole Proprietorship Firm: (i) All documents in terms of Para 10 of the Tender Form (Second Sheet) above. (b) HUF: (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. (ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.(c) Partnership Firm: (i) All documents as mentioned in para 18 of the Tender Form (Second Sheet). (d) Joint Venture (JV): All documents as mentioned in para 17 of the Tender Form (Second Sheet). (e) Company registered under Companies Act-2013: (i)The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company (ii) A copy of Certificate of Incorporation (iii)A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company. (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.	No	No	Allowed (Mandatory)

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**Tender No:** JHS-ELG-W-T-01-2023-24 **Closing Date/Time:** 15/05/2023 15:00

13.1	(f)LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender: (i)A copy of LLP Agreement (ii)A copy of Certificate of Incorporation (iii)A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP. (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.(v) All other documents in terms of explanatory notes in clause 10 above. (g) Registered Society & Registered Trust: (i) A copy of the Certificate of Registration (ii) A copy of Memorandum of Association of Society/Trust Deed(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust. (iv)A copy of Rules & Regulations of the Society(iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above. (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender. (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted. (v)A tender from JV / Partnership firm etc. shall be considered only	No	No	Allowed (Mandatory)
13.1.1	GCC Clause No.15:- The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association/Board resolution, failing which tender shall be summarily rejected. A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.	No	No	Allowed (Mandatory)
14	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Allowed (Optional)

# **General Instructions**

S.No.	Description	Confirmation	Remarks	Documents
		Required	Allowed	Uploading

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**Tender No:** JHS-ELG-W-T-01-2023-24 **Closing Date/Time:** 15/05/2023 15:00

1	The Bid Security shall be deposited either in cash through epayment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA and shall be valid for a period of 90 days beyond the bid validity period. E-Tender Forms shall be issued free of cost to all tenderers.	No	No	Not Allowed
2	The Bid Security deposited by the Contractor with his tender if applicable will be retained by the Railways as part of security deposit for the due and faithful fulfillment of the contract by the Contractor. The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract. The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from schedul	No	No	Not Allowed
3	Rates are inclusive of all taxes, duties, labour, freight; material, insurance etc.No.extrapayment will be made on this account. Railway may deduct any taxes being levied by the Government from No time to time or in force from time to time. Tenderer may consider this aspect while quoting for the work.	No	No	Not Allowed
4	Performance Guarantee: The procedure for obtaining Performance Guarantee is outlined below:-(a)The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22ndday after the date of issue of LOA. Further, if the 60thday happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.	No	No	Not Allowed

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4.1	(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:(i) A Deposit of cash; (ii) Irrevocable Bank Guarantee;(iii) Government Securities including State Loan Bonds at 5% below the market value;(iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;(v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;(vi) Deposit in the Post Office Saving Bank; (vii) Deposit in the National Savings Certificates;(viii) Twelve years National Defence Certificates;(ix) Ten years Defence Deposits;(x) National Defence Bonds and(xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.		No	Not Allowed
4.2	(c)The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.	No	No	Not Allowed
4.3	(d)The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.		No	Not Allowed
4.4	(e)The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.	No	No	Not Allowed
4.5	(f)Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.	No	No	Not Allowed
4.6	(g)The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:-(i)Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee. (ii)Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.(iii)The Contract being determined or rescinded under clause 62 of these conditions.		No	Not Allowed
5	Tenderer shall upload the documents in PDF format only.	No	No	Not Allowed
6	The Railway administration reserve the right to reject any tender either in whole or in part without assigning any reason whatsoever. The final acceptance of the tender shall rest with the competent authority of Railway who reserve, the right to accept or reject any tender without assigning any reason thereof and does not bind himself to accept the lowest tender only.		No	Not Allowed
7	Estimated rates are all inclusive and rate to be quoted should be all inclusive. Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and the locality of the work, that all conditions liable to be encountered during the execution of the works are taken in to account that the rates he enters in the tender form are adequate and all inclusive accord with the provision in Clause- 37 of the standard general conditions of contract for the completion of the works to the entire satisfication of the Engineer.	No	No	Not Allowed

## **Special Conditions**

	·			Documents Uploading
1	Special conditions, technical specification, scope of work is given in the attached tender booklet.	No	No	Not Allowed
2	GCC-APRIL-2022 will follow with latest amendment.	No	No	Not Allowed

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3	Care in Submission of Tenders: (a) (i)Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer. (a) (ii)Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates. (a) (iii)The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority. (a) (iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority. (b)When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf. (c)The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the	No	No	Not Allowed
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### **Technical-Compliances**

S.No.	•	Confirmation Required		Documents Uploading
1	I/We have carefully gone through the Clause no 10 to 18 of GCC-APRIL-2022 and understood that non-compliance of requirement of these clause and non-submission of required documents in compliance, my/our offer will be rejected.	No	No	Allowed (Mandatory)
2	Submission of necessary certificate/declaration regarding not blacklisted/debarred as applicable for respective type of bidding firm, as mentioned under respective clauses from 10 to 18 of GCC-APRIL-2022.		NΩ	Allowed (Mandatory)

## Undertakings

S.No	•	Confirmation Required		Documents Uploading
1	Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as maybe mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.	Na	No	Not Allowed
2	I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract - GCC-APRIL-2022 and to carry out the work according to the Special Conditions of Contract and specifications of materials and works as laid down by Railway in the tender document as Special conditions/Specifications, Schedule of Rates with all correction slips up-to date for the present contract.	No	No	Not Allowed

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**Tender No:** JHS-ELG-W-T-01-2023-24 **Closing Date/Time:** 15/05/2023 15:00

3	I/We have read the various conditions attached /referred to in this tender document and agree to abide by the said conditions. I/We also agree to keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90 days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to North Central Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.	No	No	Not Allowed
4	The amount as stipulated in tender document is herewith forwarded as Bid Security. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if: (a) I/We do not execute the contract documents as stipulated in performance guarantee clause of GCC-APRIL-2022 as detailed in general instructions. (b)I/We do not commence the work within Fifteen days after receipt of orders to that effect.	No	No	Not Allowed
5	I/We hereby confirm that any condition' having financial repercussions, if quoted by us anywhere else including attached documents shall not be considered for deciding inter-se ranking. However, Railways shall have the right to incorporate any such condition quoted by us, in the contract, at their discretion, if contract is placed on us.		No	Not Allowed
6	document and agree to abide by the said conditions.	INO	No	Not Allowed
7	I/ We have read/seen the relevant drawings & specifications mentioned in the scope of work before quoting our rates for each schedule items.	No	No	Not Allowed
8	It is certified that I/we have not been black listed or debarred .by Railway or any other Ministry/Department/ Public Sector under taking of the Govt. of India/ State Govt. from participation in tenders/ contracts on the date of tender opening of bids, either in individual capacity or as a member of JV firm in which I/We were/are members.		No	Not Allowed
9	I/We hereby confirm that total cost quoted by me/us are all inclusive and also considering the full benefit of Input Tax Credit (ITC) likely to be availed by me/us.	No	No	Not Allowed
10	I/We have carefully gone through the Clause no 10 to 18 of GCC-APRIL-2022 and understood that due to non-submission of desired documents under these clause or non-compliance of requirement of these clause, my/our offer is likely to be rejected.	No	No	Not Allowed

### Custom

S.No.	Description	Confirmation Required		Documents Uploading
1	The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure -V (A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUH / Limited Liability Partnership (LLP) etc, as tlre case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. (As per GCC ACS No.2 dated 13.12.2022).	No	Nο	Allowed (Mandatory)
	Tenderer should submit valid A Class Electrical License from the specified authority on the date of opening of tender on which the name of firm should have clearly mentioned, other wise his offer will be summarily rejected.		Nο	Allowed (Mandatory)

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3	Whenever a Railway employee's family proposes to take up the contract work in Railway, He should submit evidence of proper permission being obtained by the employee from the administration as per the relevant conducts rules at the time of submission of offer by him. The definition of family as defined in item no. 2 (c) of railway service (conduct) rules, 1966 'means of family'. The necessary permission document should be attached with the offer for the tenderers who fall under such condition. In case no family member of the firm are Railway employee, the firm should submit the self attested declaration that no family member under the definition of family as defined in item no. 2 (c) of railway service (conduct) rules, 1966 'means of family' are railway employee. Remarks should be uploaded in pdf format as per enclosed Annexure-B, while e-tendering.	No	No	Allowed (Mandatory)
4	Tenderer should furnish the declaration for Clause No.16 of Part-I of GCC-APRIL-2022 i.e. "Employment/Partnership etc. of Retired Railway Employees" as well as mentioned in tender document in pdf file while e-tendering as per Annexure-C.	No	No	Allowed (Mandatory)
5	ANNEXURE VI-B FOR FINANCIAL ELIGIBILITY CRITERIA:- The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.	No	No	Allowed (Mandatory)

#### 6. Documents attached with tender

S.No.	Document Name	Document Description
1	TenderdocumentT-01-2023- 241.pdf	Tender document
2	AnnexureB.pdf	Annexure B
3	AnnexureC.pdf	Annexure C
4	AnnexureV-NEW-1.pdf	Annexure V
5	AnnexureVA-1.pdf	Annexure V a
6	GCC_April-2022.pdf	GCC 2022
7	AdvanceCorrectionSlipNo.1- 14.07.2022.pdf	GCC Correction slip
8	GCCcorrectionslip.pdf	GCC Correction slip
9	AnnexureVIB.pdf	Annexure VI B

This tender complies with Public Procurement Policy (Make in India) Order 2017, dated 15/06/2017, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter no. 2015/RS(G)/779/5 dated 03/08/2017 and 27/12/2017 and amendments/ revisions thereof.

As a Tender Inviting Authority, the undersigned has ensured that the issue of this tender does not violate provisions of GFR regarding procurement through GeM.

Signed By: NITIN KUMAR GUPTA

**Designation:** Sr.DEE G

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