Sr.Divisional Engineer Co-ord /Samastipur acting for and on behalf of The President of India invites E-Tenders against Tender No **TC-175-2026-SPJ** Closing Date/Time 15/12/2026 12:00 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	Civil work for the yard improvement and upgradation of Sakri station (SKI), Janakpur Road station (JNR) and Jaynagar station (JYG) in Samastipur Division.		
Bidding type	Normal Tender		
Tender Type	Open	**Bidding System**	Single Packet System
Tender Closing Date Time	15/12/2026 12:00	**Date Time Of Uploading Tender**	20/11/2026 17:24
Pre-Bid Conference Required	No	**Pre-Bid Conference Date Time**	Not Applicable
Advertised Value	36479814.32	**Tendering Section**	W3
Bidding Style	Single Rate for Each Schedule Item	**Bidding Unit**	
Earnest Money (Rs.)	729600.00	**Validity of Offer (Days)**	60
Tender Doc. Cost (Rs.)	0.00	**Period of Completion**	6 Months
Contract Type	Works - General	**Contract Category**	Expenditure
Bidding Start Date	01/12/2026		
Are JV allowed to bid	No	**Number of JV Member Allowed**	0
Are Consortium allowed to bid	No	**Number of Consortium Member Allowed**	0
Ranking Order For Bids	Lowest to Highest	**Expenditure Type**	Capital (Works)
Zonal Contract	No	**Bids to be obtained**	Inclusive of GST
Composite Tender	No	**PVC Applicable**	Yes

2. SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule A - Non-Schedule-Item							1707159.00	
1	NS1	59.30	Acre	15000.00	889500.00	AT Par	889500.00	Rs.
	Description:- Carrying out photogrammetry, topographical survey with UAV/Drone/LiDAR to capture essential ground features and assets in yards including preparation of detailed ESP and additional drawings as required.							
2	NS2	3.00	Each	272553.00	817659.00	AT Par	817659.00	Rs.
	Description:- Complete drainage plan for Yards up to 50 hectare area. (Unit 'Each'=Yard).							

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule B - CPWD-DSR-2021							34772655.32	
1	Please see Item Breakup for details.				33116814.59	5.00	34772655.32	Above/ Below/Par
	Description:- Overall percentage/above/below/At par the rate of all Items of CPWD-DSR-2021 edition with up-to-date correction slips as detailed in Schedule-B of item breakup.							

3. ITEM BREAKUP

Schedule	Schedule B-CPWD-DSR-2021
Item- 1	Overall percentage/above/below/At par the rate of all Items of CPWD-DSR-2021 edition with up-to-date correction slips as detailed in Schedule-B of item breakup.

S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
	2.0	EARTH WORK				

	2.8	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
1	2.8.1	All kinds of soil.	cum	740	286.85	212269
2	2.27	Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.	cum	110	2161.2	237732
	4.0	CONCRETE WORK				
	4.1S	CEMENT CONCRETE (CAST IN SITU)				
	4.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
3	4.1.5	1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 20 mm nominal size derived from natural sources)	cum	370	6833.4	2528358
	5.0	REINFORCED CEMENT CONCRETE				
	5.1S	CAST IN SITU				
	5.1	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :				
4	5.1.2	1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources: 3 graded stone aggregate 20 mm nominal size derived from natural sources)	cum	310	8364.2	2592902
	5.9S	FORM WORK				
	5.9	Centering and shuttering including strutting, propping etc. and removal of form for				
5	5.9.1	Foundations, footings, bases of columns, etc. for mass concrete	Sqm	2400	307.95	739080
6	5.9.2	Walls (any thickness) including attached pilasters, butteresses, plinth and string courses etc.	Sqm	3700	669.55	2477335
7	5.9.3	Suspended floors, roofs, landings, balconies and access platform	Sqm	535	766.55	410104.25
	5.12S	PRE-CAST RCC				
8	5.12	Providing, hoisting and fixing above plinth level up to floor five level precast reinforced cement concrete work in string courses, bands, copings, bed plates, anchor blocks, plain window sills and the like, including the cost of required centering, shuttering but , excluding cost of reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources).	cum	320	9673.5	3095520
	5.22S	STEEL REINFORCEMENT				
	5.22	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.				
9	5.22.6	Thermo-Mechanically Treated bars of grade Fe-500D or more.	Kg	18210	89.65	1632526.5
	5.33S	DESIGN MIX CONCRETE				

	5.33	Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete. Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 1.10 times of the specified minimum cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement.				
	5.33.1	All works upto plinth level				
10	5.33.1.2	Concrete of M30 grade with minimum cement content of 350 kg /cum	cum	1850	8825.35	16326897.5
	6.0	MASONRY WORK				
	6.1	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in:				
11	6.1.2	Cement mortar 1:6 (1 cement : 6 coarse sand)	cum	15	6658.25	99873.75
	6.12S	HALF BRICK MASONRY				
	6.12	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundations and plinth in :				
12	6.12.2	cement mortar 1:4 (1 cement : 4 coarse sand)	Sqm	140	837.85	117299
	11.0	FLOORING				
13	11.2	Dry brick on edge flooring in required pattern with bricks of class designation 7.5 on a bed of 12 mm mud mortar, including filling joints with local sand, with common burnt clay non modular bricks.	Sqm	920	733.3	674636
14	11.7	Cement concrete pavement with 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size), including finishing complete.	cum	90	7958.65	716278.5
	15.0	DISMANTLING AND DEMOLISHING				
	15.2	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.				
15	15.2.1	Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	cum	55	2007.1	110390.5
	15.9	Demolishing stone rubble masonry manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge :				
16	15.9.2	In cement mortar	cum	295	2027.1	597994.5
17	15.60	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	cum	40	219.35	8774
	16.0	ROAD WORK				
	16.49S	MISCELLANEOUS				

18	16.68	Providing and laying 60mm thick factory made cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-charge.	Sqm	145	951	137895
	18.0	WATER SUPPLY				
	18.15S	BRASS FITTINGS				
	18.17	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) :				
19	18.17.1	25 mm nominal bore	Each	220	532.35	117117
	18.23S	C.I./DUCTILE IRON PIPES & SPECIALS				
	18.27	Providing and laying S&S centrifugally cast (spun) iron pipes (Class LA) conforming to IS - 1536 :				
20	18.27.3	150 mm dia pipe	Metre	155.55	1824.7	283832.09
					Total	**33116814.59**

4. ELIGIBILITY CONDITIONS

Standard Financial Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	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	The Balance Sheet and all other Financial documents attested/certified by the Chartered Accountant (CA) to substantiate fulfilment of Financial Eligibility Criteria should be with UDIN failing which the offer shall be considered as incomplete and will be summarily rejected without any further reference.	No	No	Allowed (Mandatory)

Standard Technical Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	As Per Clause No. 10 of IR GCC-2022, For participating in tender,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:	No	No	Allowed (Mandatory)
1.1	(A)Three similar works costing not less than the amount equal to 30% of advertised value of the tender, or (B) Two similar works costing not less than the amount equal to 40% of advertised value of the tender, or (C) One similar work costing not less than the amount equal to 60% of advertised value of the tender. (Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender).	No	No	Allowed (Mandatory)

1.2	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 atleast 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)
1.3	Defination of Similar Work :- Any Civil Engineering work.	No	No	Not Allowed

Bidders shall confirm and certify on the behalf of the tenderer including its constituents as under:

S.No.	Description
1	I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2	I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3	I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4	I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5	I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6	I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7	I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8	I/we understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we and all my/our constituents understand that my/our offer shall be summarily rejected.
9	I/we also understand that if the contents of the certificate submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two year.
10	I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.

S.No.	Description
1	**Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.** Please submit a certificate in the prescribed format (please download the format from the link given below). 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 Certification)

5. COMPLIANCE

Commercial-Compliance

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading

1	Experience, financial status and ability: Tenderer is required to submit documents detailed here under for evaluation of his credentials.	No	No	Allowed (Optional)
1.1	Employment/Partnership etc. of Retired Railway Employees.:- The tenderer has to give required information regarding association of Retired Railway Employees either as Employee or Partnership etc. in the per-forma as enclosed Annexure-I to this chapter of this tender document as per clause No. 16(a) of IR GCC-2022.	No	No	Allowed (Mandatory)
1.2	List of works completed & in hand: Tenderer is required to submit, along with his tender, particulars of all works completed by him including works in hand for the Railways or for any other client in the Per-forma enclosed as Annexure-II to this chapter of this tender document. Figures of cost shall not include cost of materials supplied free of cost by the client to the contractor. The tender without this information may be treated as if the tenderer has no works in hand. Supportive documents from the organizations with which the tenderer is workings should be enclosed giving description of work, contract value, date of award, approximate date value of balance work.	No	No	Allowed (Optional)
1.3	List of court cases and arbitration cases: Tenderer is also required to submit, along with his tender, list of arbitration's demanded from any clients during the last five years preceding the date of opening of this tender as per Annexure-III/A to this chapter of this tender document. The tenderer is also required to submit, along with his tender, list of court cases filed against any clients during the last five years preceding the date of opening of this tender as per Annexure-III/B to this chapter of this tender document.	No	No	Allowed (Optional)
1.4	List of plant and machinery: Tenderer has to make his own arrangements for execution of works. The tenderer is required to submit, along with his tender, list of plant and machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in Proforma given in Annexure-IV to this chapter of this tender document. The tender without this information may be treated as if the tenderer has no plant and machinery available on hand (own) and that no plant and machinery are proposed to be inducted for the subject work.	No	No	Allowed (Optional)
1.5	List of personnel and organization: Tenderer is required to submit, along with his tender, list of Personnel and organization available on hand (own) and proposed to be engaged for the subject work in Proforma given in Annexure-V to this chapter of this tender document. The tender without this information may be treated as if the tenderer has no personnel and organization and that no personnel and organization are proposed to be engaged for the subject work.	No	No	Allowed (Optional)
2	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)

3	As per clause no. 14 of GCC-2022, 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. (A)HUF: 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. (B)Partnership Firm: (i)A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.(ii)A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.(iii)An undertaking by all partners of the partnership firm 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 in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract. (C)Company registered under Companies Act2013:(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. (D)LLP (Limited Liability Partnership):(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. (E)Registered Society & Registered Trust: (i)A copy of 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.	No	No	Allowed (Mandatory)
4	Undertaking:- An undertaking regarding not blacklisted or debarred by Railway or any other Ministry/Department of the Govt. of India from participation in tender/contracts on date of opening of bids to be submitted by all partner/member in case of partnership firm/LLP as per clause 14 of GCC 2022. Concealment/wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.	No	No	Allowed (Mandatory)

5	As per clause No. 15 of GCC-2022, The tenderer whether sole proprietor / a company or a partnership firm /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.	No	No	Allowed (Mandatory)

General Instructions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Instructions to Tenders And Conditions of Tender: The following documents form part of the Tender/Contract : -	No	No	Not Allowed
1.1	Tender forms - Undertakings(First Sheet),General instruction (Second sheet),Commercial Compliance	No	No	Not Allowed
1.2	Special conditions/Specifications, Additional conditions of contract (Custom Condition)	No	No	Not Allowed
1.3	Schedule of approximate quantities(Third Sheet)	No	No	Not Allowed
1.4	Indian Railways Standard General Conditions of Contract-April-2022 and Indian Railway Unified Standard Specifications for (Works and materials) of Engineering Department with up to date correction slips issued on or before the date of opening of present tender which can be seen in the office of Divisional Railway Manager (Engg) Samastipur or obtained from the office of the Principal Chief Engineer. E.C. Railway, Hajipur on payment of prescribed charges or can be downloaded from the Official website of the Indian Railways.	No	No	Not Allowed
1.5	E.C. Railway Engineering department schedule of rates known as Unified Standard Schedule of Rates (Works and materials) and in short written as "USSOR/CPWDDSR in the tender documents with up to date correction slips issued on or before the date of opening of present tender, copies of which can be seen in the office of DRM (Engg)/Samastipur or obtained from the office of the Principal Chief Engineer/ E..C. Railway/Hajipur on payment of prescribed charges.	No	No	Not Allowed
1.6	All general and detail drawing pertaining to this work, which will be issued by the Engineer or his representatives from time to time during the execution of work with all changes and modification.	No	No	Not Allowed
2	DRAWING FOR THE WORK:-The drawing for the work can be seen in the office of the DRM (Engg)/Samastipur at any time during the office hour's .The drawings are only for the guidance of Tenderer(s). Detailed working drawings.(If required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.	No	No	Not Allowed
3	The Tenderer(s) shall quote his / their rates as a percentage above or below the Schedule of Rates of East Central Railway as applicable to Samastipur Division except where he/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule.	No	No	Not Allowed

4	Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.	No	No	Not Allowed
5	The works are required to be completed within a period as mentioned in the NIT from the date of issue of acceptance letter.	No	No	Not Allowed
6	Bid Security :-	No	No	Not Allowed
6.1	The tender must be accompanied with requisite Bid Security as advertised in the NIT deposited in any of the forms either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security. The Bank Guarantee bond shall be as per Annexure-VIA and shall be valid for a period of 90days beyond the bid validity period.	No	No	Not Allowed
6.2	In case, submission of Bid Security in the form of Bank Guarantee, followingshall be ensured:	No	No	Not Allowed
6.2.1	(i) A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.(ii) The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e.excluding the last date of submission of bids) (Note- Bank Guarantee should be delivered to Tender cell working under Sr. DEN/Coord/ Samastipur)(iii) Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. (iv) The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.(v) The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.(vi) The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.(vii) The envelope shall be addressed to the officer and address as mentioned in the tender document.(viii) If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.	No	No	Not Allowed
6.3	The Tenderer(s) shall keep the offer open for a minimum period of 60 days (90 days in case of Two Packet System) from the date of opening of the Tender. It is understood that the tender documents have been sold/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 the Divisional Engineer of Samastipur Division of East Central Railway, Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.	No	No	Not Allowed

6.4	If tender is accepted,(i)the Bid Security deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract; (ii)the Bid Security submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para above, to the Contractor.	No	No	Not Allowed
6.5	Bid Security of the unsuccessful tenderer(s) will, save as here-in-before provided, be returned to the unsuccessful tenderer(s) within a reasonable time, but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Bid Security while in their possession nor be liable to pay interest thereon.	No	No	Not Allowed
7	Rights Of The Railway To Deal With Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderers(s) shall demand any explanation for the cause of rejection of his/their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.	No	No	Not Allowed
8	If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.	No	No	Not Allowed
9	If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.	No	No	Not Allowed
10	Eligibility Criteria :	No	No	Not Allowed
10.1	For the advertised tender value above 50 lakh, 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	Not Allowed
10.2	Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer / client, Audited Balance Sheet duly certified by the Chartered Accountant etc.	No	No	Not Allowed

10.3	All documents in support of fulfillment of eligibility criteria with respect to completion of similar nature of work and total contract value should be uploaded along with the tender and should be available at the time of tender opening. Offer not accompanied with documentary evidence in support of eligibility criteria will be summarily rejected. No post tender communication, in any form will be made or entertained with the tenderer in this regard.	No	No	Not Allowed
10.4	No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.	No	No	Not Allowed
11	Tenderer's Credentials: Documents testifying tenderer's previous experience and financial status should be produced along with the tender or when desired by competent authority of the Railway.Tenderer(s) who has / have not carried out any work so far on East Central Railway and / or who is / are not borne on the approved list of the Contractors of East Central Railway should submit along with his / their tender credentials to establish:(i)His capacity to carry out the works satisfactorily. (ii)His financial status supported by Bank reference and other documents.(iii)Certificates duly attested and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.	No	No	Not Allowed
12	Tender must be submitted online on IREPS web portal for E-Tendering of Indian Railways. Bidders will be able to submit their original/revised bids up to closing date and time only after the start of the bidding.Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.	No	No	Not Allowed
13	Execution Of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Divisional/Sr. Divisional Engineer of Samastipur Division of East Central Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Specification for work and materials of Railway as amended/corrected up to latest Correction Slips.	No	No	Not Allowed
14	As per Clause No. 14 of IR GCC-2022, 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.	No	No	Not Allowed
14.1	Sole Proprietorship Firm:- All documents shall be submitted by the tenderer in terms of Para 10 of the IR GCC-2022.	No	No	Not Allowed
14.2	HUF:- Following documents shall be submitted by the tenderer: (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 documents shall be submitted by the tenderer in terms of Para 10 of the IR GCC-2022.	No	No	Not Allowed

14.3	Partnership Firm: The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender: (i)A notarizedcopy of partnership deed. (ii)A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm. (iii)An undertaking by all partners of the partnership firm 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 opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. (iv) All documents shall be submitted by the tenderer in terms of Para 10 of the IR GCC-2022.	No	No	Not Allowed
14.4	Company registered under Companies Act2013:- Following documents shall be submitted by the tenderer: (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 documents shall be submitted by the tenderer in terms of Para 10 of the IR GCC-2022.	No	No	Not Allowed
14.5	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 that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. (v) All documents shall be submitted by the tenderer in terms of Para 10 of the IR GCC-2022.	No	No	Not Allowed
14.6	Registered Society & Registered Trust:- Following documents shall be submitted by the tenderer: (i)A copy of the Certificate of Registration (ii)A copy of Deed of Formation (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.(v)All other documents in terms of Para 10 of IR GCC-2022	No	No	Not Allowed
14.7	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.	No	No	Not Allowed

15	As per clause No. 15 of GCC-2022, 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.	No	No	Not Allowed
16	Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.	No	No	Not Allowed
17	Employment/Partnership Etc. Of Retired Railway Employees:	No	No	Not Allowed
17.1	Should a tenderer i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors AND in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender THEN the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.	No	No	Not Allowed
17.2	In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.	No	No	Not Allowed

17.3	Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1%in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons. Note: -If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.	No	No	Not Allowed
18	Clause No. 55-C of GCC-2022:- Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of the Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/ updationin Portal shall be done as under:	No	No	Not Allowed
18.1	(a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.	No	No	Not Allowed
18.2	(b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.	No	No	Not Allowed
18.3	(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.	No	No	Not Allowed
18.4	(d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.	No	No	Not Allowed
18.5	e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.	No	No	Not Allowed
18.6	While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security Deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____Month, ____Year."	No	No	Not Allowed
19	Contractor is to abide to follow the rules related to contract labour as indicated in Clause 54,55, 55-A,55-B & 57 of Indian Railway GCC-2022. In addition to these clauses, the following legislations to be also complied: (a)Contract Labour (Regulation and Abolition) Act (CLRA), 1970.(b)Contract Labour (R & A) Rules, 1971. (c)Minimum wages Act (MWA), 1948 and Minimum Wages Rules (MWR), 1950.(d)Employees' Provident Fund and Miscellaneous Provisions Act (EPF and MPA), 1952 and Employees' Provident Fund Scheme (EPFS), 1952. (e)Employee's State Insurance Act (ESIA), 1948. (f)Employees' Compensation Act (ECA), 1923.	No	No	Not Allowed
20	Deployment of qualified Engineers at work site: As per Clause 26A of GCC-2022, The contractor shall also employ qualified graduate Engineer or equivalent or qualified diploma Engineer based on value of contract as indicated below:	No	No	Not Allowed

20.1	In terms of Rly. Bd's letter no. 2012/CE-I/CT/O/20 dated 10.05.2013, (i) Contractor shall also employ following qualified engineers to execution of the allotted work (a)one qualified Graduate Engineer when cost of work to be executed is Rs.200 Lakh and above and (b)One qualified Diploma Holder Engineer when cost of work to executed is more than Rs.25 Lakh, but less than Rs.200 Lakh. (ii)Further, in case the contractor fails to employ the Qualified Engineer, as aforesaid in Para (i) above, Contract, shall be liable to pay an amount of Rs.40,000 and Rs.25,000 for each month or part thereof for the default period for the provisions, as contained in Para (i) (a) and (i) (b) above respectively.	No	No	Not Allowed
21	INSPECTION OF SITE:-Before submitting tender, tenderer will be deemed to have satisfied himself, by actual inspection of the site and locality of the work, that all conditions liable to be encountered during execution of the work are taken into account and that the rates, he enters in this tender document, are adequate and all inclusive to accord with the provisions in Caluse-37 of the GCC-2022 for completion of the works to the entire satisfaction of the Railway.	No	No	Not Allowed
22	TENDERERS POSTAL ADDRESS	No	No	Not Allowed
22.1	Address of Tenderer:- Address of the tenderer Registered on IREPS portal will be treated as his postal address fully and all communication sent in time to the tenderer by post at the said address shall be deemed to have reached the tenderer duly and in time. Important documents shall be sent by Registered Post.	No	No	Not Allowed
22.2	Change of address: - Tenderer shall keep the Railway informed of changes in the postal address at all times in his own interest.	No	No	Not Allowed
23	ELIGIBILITY CRITERIA:Tenderer is also required to submit, along with his tender, all relevant documents/certificates, which makes his eligible for the present tender as per prescribed eligibility criteria advertised in the tender noticed in addition to given in Para 10 of Tender Form (Second sheet)	No	No	Not Allowed
24	PERIOD OF VALIDITY OF THE TENDER:Tenderer shall keep his tender open for a minimum period of 60 Days (In case of Two Packet System of tendering 90 days) from the date of opening of this tender. It shall be understood that, after submitting his tender, the tenderer shall not resile from his offer or modify the terms and conditions there of in a manner not acceptable to the Railway within the above period. The Railway may, however, request the tender to extend validity of his tender with aforesaid stipulations enforced.	No	No	Not Allowed
25	PERIOD OF COMPLETION OF THE WORK:The entire work covered by this tender is required to be completed in all respects within the period of completion stipulated in Tender Notice and the period shall be reckoned from the date of issue of the letter of acceptance. Tenderer shall submit his tender subject to acceptance of this condition and with undertaking to do so, if the work is awarded to him.	No	No	Not Allowed
26	Appropriation of Bid Security towards Security Deposit: If the tender isaccepted, the amount of Bid Security deposited by such tenderer shall beretained as part of security Deposit for the due and faithful fulfillment of thecontract in terms of Clause-16 of GCC-2022. The Bid Securitysubmitted 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.	No	No	Not Allowed
27	Forfeiture of Bid Security:-	No	No	Not Allowed
27.1	In the event when tenderer, whose tender is accepted, shall refuse to deposit the requisite PG Amount within stipulated period to execute the contract document as herein before provided, the Railway may determine that such tenderer has abandoned the contract and thereupon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit full value of his earnest money and to recover damages for such default.	No	No	Not Allowed

27.2	The Tenderer(s) shall keep the offer open for a minimum period of 60 days (90 days in case of Two Packet System) from the date of opening of the Tender. It is understood that the tender documents have been sold/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 the Divisional Engineer of Samastipur Division of East Central Railway, Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.	No	No	Not Allowed
27.3	In the event when tenderer, whose tender is accepted, fails to commence thework within fifteen days after issue of letter of acceptance, provisionscontained in Clause 62 of the GCC-2022 shall be applicable.	No	No	Not Allowed
28	Refund of Bid Security:-	No	No	Not Allowed
28.1	The Bid Security of the unsuccessful tenderer (s) will, save as here-inbeforeprovided, be returned to the unsuccessful tenderer (s) within areasonable time but the Railway shall not be responsible to any loss ordepreciation that may happen to the Security for the due performance of thestipulation to keep the offer open for the period specified in the tenderdocuments or to the Bid Security while in their possession nor be liable topay interest thereon	No	No	Not Allowed
28.2	Bid Security deposited by unsuccessful tenderer (s) shall be refundedthrough RTGS/NEFT, directly into the tenderers bank account asmentioned/given by the tenderers in tender document	No	No	Not Allowed
29	Tender without Bid Security:- Tender not accompanied with prescribed amount of Bid Security in the form as aforesaid shall be summarily rejected.	No	No	Not Allowed
30	PERFORMANCE GUARANTEE	No	No	Not Allowed
30.1	The procedure for obtaining Performance guarantee will be accordance with Para 16(4) of Indian Railways General Conditions of the Contract-2022 with up to date correction slip.	No	No	Not Allowed
30.1.1	The successful bidder shall submit the Performance Guarantee amounting to 5% of the original Contract Value and additional Performance Guarantee as per clause 16(4)(h). If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below: If Quoted rate is Below 0 - 5% (inclusive), No Additional performance Guarantee shall be required. If Quoted rate is Below 5%, an Additional performance Guarantee shall be 5% .	No	No	Not Allowed
30.2	In this connection revised provision of Clause 16(4) (d)of GCC-2022, 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	No	Not Allowed
31	FALSE AND OR INCOMPLETE STATEMENTS: If tenderer gives wronginformation in his tender or creates circumstances for acceptance of histender at any stage of tender or at any stage of contract in the event of histender having been accepted, his tender or contract shall be liable to becancelled/rescinded in addition to the followings	No	No	Not Allowed
31.1	If such issues come to light at tender stage, the full amount of his earnest money shall be forfeited.	No	No	Not Allowed
31.2	In cases where such issues come to light at contract stage, the rights available to the Railway under clause- 61 of the GCC-2022 shall be applicable	No	No	Not Allowed
32	QUOTATIONS OF RATES:-	No	No	Not Allowed

32.1	Quoting rates for all items: - Tenderer shall quote his rates as %percentage/above/ par/below the rate of USSOR/CPWD-DSR except where he isrequired to quote rate for an item. Tender shall submit their offer online onIREPS portal as per instruction contained therein.	No	No	Not Allowed
32.2	Change in quantities and items:- The Railway reserves rights to modify any orall items of the schedules including deletion of any of the item. Therefore,tenderer should quote reasonable and workable rate for each of the item. Thecontractor shall not be entitled for any revision of rates due to suchincrease/decrease in quantities of items and payment shall be made on thebasis of actual quantities executed under various items and at the acceptedrates thereof.	No	No	Not Allowed
32.3	Fluctuation in market rates:- Rates quoted by tenderer and accepted by theRailway shall hold good till completion of the work and are not subject tofluctuation of any kind, save and except what is admissible under the pricevariation clause, if provided for in the tender document and applicable in thecase.	No	No	Not Allowed
32.4	Rates to include all taxes: Rates quoted by tenderer shall be inclusive of alltaxes/royalty/cess charges etc. levied by the Central Government' StateGovernment, Municipal Corporations, Local bodies or any other authorizedbodies applicable up to the closing date of the tender and these taxes as arelegally leviable shall be recovered from the billed amount.	No	No	Not Allowed
32.5	Rates in Indian Rupee: Rates should be quoted in Indian Rupee only.	No	No	Not Allowed
33	REBATE	No	No	Not Allowed
33.1	If any tenderer wishes to give any rebate on the rates quoted by him / them, the same can be filled by him/ them in the prescribed Schedule of IREPS portal	No	No	Not Allowed
33.2	It is to be noted that such rebate if offered, shall apply on the rates quoted forall the items in all other Schedules of the Tender documents. Such a rebate shall be totally unconditional.	No	No	Not Allowed
33.3	In case a Tenderer does not wish to give any rebates, he / they should write "Nil" in this Schedule. In case nothing has been filled in by the tenderer in this Schedule, it will be treated as "Nil" and shall be no recorded in the blanks above at the time of opening of the tender by the officials opening of the tender.	No	No	Not Allowed
33.4	If any tenderer gives any type of conditional rebate, such rebate shall not be considered for evaluation of the tender.	No	No	Not Allowed
34	CONDITIONS BY TENDERER	No	No	Not Allowed
34.1	Tenderer is normally not expected to quote any special condition or stipulation of his own rather is expected to submit his tender in accordance with the conditions and stipulations contained in this tender document. However, if the tenderer wishes to quote any special condition and or stipulation or wishes to intimate the Railway of any matter of importance, he may do so through the covering letter of his tender. Such stipulations and conditions shall be part of the contract agreement in case of acceptance of his tender only to the extent explicitly accepted by the Railway. The Railway, however, reserves rights not to accept any such special condition and stipulation made by the tenderer and may reject such tender as unacceptable without any reference to the tenderer, may ask the tenderer to withdraw any or all such stipulations before accepting his tender and, in the event of his refusal to do so, may not accept his tender.	No	No	Not Allowed
34.2	In cases where tenderer makes special conditions and or stipulations, he shall also indicate, along with such conditions and stipulations, the cost of withdrawal of the same. The Railway reserves the rights either to accept such conditions and stipulations made by such tenderer or to accept the cost thereof at its sole discretion. If such cost is not indicated, it will be construedthat the tenderer is not in a position to withdraw these conditions at any cost and his tender may be adjudged accordingly without any reference to the tenderer.	No	No	Not Allowed

35	CONDITION REGARDING DISASTER MANAGEMENT- In case of any accident or major disruption to the Railway traffic the available machinery and vehicle of the contractor available at the site can be used by the Railways. It will be liability on the contractor available at the site can be used by the Railways. It will be liability on the contractor to make available these vehicles/machinery to the Railway administration as early as possible. The rate for utilization of the above vehicles will be negotiated by the contractor with Railway Administration based on the requirement of site, distance of the accident from the work site and the duration for which the vehicle is required to be used. In no case, contractor will refuse the use of their vehicle/machinery for the Railway in sue of accident/natural calumniates.	No	No	Not Allowed
36	MAINTENANCE OF THE WORK- The work shall be maintained for a period of One year unless otherwise specified in accordance with instruction given in Clause 47 of Indian Railways Standard General Condition of contract-2022 beyond the date of completion as given in the certificate issued in accordance with Clause-48(1) & (2) of Indian Railways Standard General Condition of contract-2022.	No	No	Not Allowed
37	SUBMISSION OF TENDER:- Tender duly filled in and complete in all respect will be submitted online On IREPS web portal of Indian Railways after the start of the bidding date as advertised in the tender notice. All supporting credentials & other documents should be uploaded on IREPS web portal on and before the date and time specified for closing the tender after the start of bidding time as specified in Tender Notice.	No	No	Not Allowed
38	OPENING OF TENDER: Tenders shall be opened on IREPS portal at the date and time mentioned in NIT. However, such date and time of opening may be postponed at the sole discretion of the Railway, if circumstances so warrant.	No	No	Not Allowed
39	Clarification of Bids: To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shallnot be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing. However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.	No	No	Not Allowed
40	NEGOTIATION	No	No	Not Allowed
40.1	The Railway reserves the rights to enter into negotiations with one, more or alltenderers, at its sole discretion, before acceptance of any particular tender in order to clarify special conditions for reduction of rates and/or for changes in scope of the work etc.	No	No	Not Allowed
40.2	Should such a negotiations with a tenderer be entered into, the tenderer shallnot be permitted to increase the quoted rates under any circumstances, evenif it includes withdrawal and/or modification of such special conditions as aregiven by the tenderer along with his original tender	No	No	Not Allowed
41	ACCEPTANCE OF TENDER	No	No	Not Allowed
41.1	The authority for acceptance of this tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest or any other tender. The Railway reserves the right to cancel the tender, accept a tender in whole or in part or reject any tender or all tenders. No tenderer shall demand any explanation for such cause of rejection of his tender nor does the Railway undertake to assign reasons for declining to consider or reject any particular tender	No	No	Not Allowed
41.2	The Railway reserves the rights to split the work without any reference to tenderer and may divide this tender to more than one tenderer, if deemed necessary	No	No	Not Allowed
42	LETTER OF ACCEPTANCE	No	No	Not Allowed

42.1	As soon as "e-LOA" (Letter of Acceptance) shall be published on "IREPS" portal, the same to be communicated itself to successful tenderer also on "IREPS" portal. The letter of acceptance shall remain operative till a formal contract agreement is executed and signed between the contractor and the Railway after which the said letter of acceptance shall merge into the aforesaid formal agreement.	No	No	Not Allowed
42.2	The Railway shall not intimate result of this tender to such tenderer whose tender would not be accepted. However, the Railway will refund the earnest money to such tenderer as early as possible, where such a refund is required to be made as detailed here in above.	No	No	Not Allowed
43	CONDITIONS REGARDING PLYING VEHICLES: The contractor shall notallow any road vehicle belonging to him or his suppliers etc. to ply in Railwayland next to the running line. If for execution on of certain works viz.Earthwork for parallel Railway line and supply of ballast for new or existing railline gauge conversion etc. road vehicles are necessary to be used in railwayland next to the railway lines, the contractor shall apply to the Engineer-inchargefor permission giving the type and no. of individual vehicles, name and license particulars of the drivers, location, duration & timings for such work/movement. The Engineer in charge or his authorized representative will personally counsel, examine and certify, the road vehicles drivers, contractor's flagmen & supervisor and will give written permission giving names of road vehicle drivers, contractor's flagman and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions-	No	No	Not Allowed
43.1	The road vehicles will ply only between sunrise & sunset	No	No	Not Allowed
43.2	Nominated vehicles and drivers will be utilized for work in the presence of at least one flagman and one Supervisor certified for such work.	No	No	Not Allowed
43.3	The vehicles shall ply 6m. Clear of track any movement/work at less than 6mand up to minimum 3.5m. Clear of track centre, shall be done only in thepresence of experienced Trackman who shall be deputed by Railway asFlagman duly authorized by the Engineer in charge at the cost of thecontractor to ensure the safety of track. No part of the road vehicle will beallowed at less than 3.5 m. from track centre. Cost of such railway employeesshall be borne by the Railway and the expenses towards their wages shall berecovered from the dues of the contractor.	No	No	Not Allowed
43.4	The Contractor shall remain fully responsible for ensuring safety and in caseof any accident, shall road cost of all damages to the equipment & man andalso damages to railway and it's passengers.	No	No	Not Allowed
43.5	Engineer in charge may impose any other condition necessary for a particular work or site.	No	No	Not Allowed
44	PREVENTION OF ACCIDENTS	No	No	Not Allowed
44.1	The contractor shall be responsible for the safety his workmen and shallprovide them with necessary standard wear and apparel consistent with thenature of work being executed by his workmen.	No	No	Not Allowed
44.2	The contractor shall ensure safety of his workmen by posting necessaryflagmen, whose job will be to caution the workmen of approaching trains,when his workmen work on or near running railway line. Similar action wouldbe taken, while working on or near road in use.	No	No	Not Allowed
44.3	The Contractor shall protect the site of the work, excavated areas etc byadequate fencing and or other suitable means to prevent accidents to his ownworkmen, the railway men or any member of the public	No	No	Not Allowed

44.4	Should any accident take place, total cost of damage including the cost oftreatment, loss and or compensation to all affected person/organization andthe Railway shall be payable by the contractor. In case the Railway, under anycircumstances or law of the country, pays such damage, the same shall befully recovered from the contractor's dues	No	No	Not Allowed
45	SECURITY DEPOSIT: The Bid Security deposited by the Contractor withhis tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the contractor. The mode of deduction and refund of Security deposit will be as prescribed in Clause-16(1), (2) & (3) of Indian Railways Standard General Condition of Contract-2022	No	No	Not Allowed
46	DEDUCTION OF INCOME TAX AT SOURCE- In pursuance of the Finance Act1972 introducing section 194 C in the Income Tax Act, 1961 providing deduction of Income Tax at source from income comprised in payment made to the contractor for carrying out any work or supply of labour for carrying out any work, the E. C. Railway Administration shall be entitled to deduct 2% (two percent) of gross payment of any sum paid after 31st May, 1972 to the contractor as Income Tax excluding the surcharge on Income Tax, which shall also be deducted as applicable as per extent rules and regulations.	No	No	Not Allowed
47	Deduction of Building and other Construction workers cess-The tenderer forcarrying out any construction work must get registered from the RegisteringOfficer under Section - 7 of the Building and other Construction workers Act,1996 and rules made thereto by the concerned State Govt. and submitcertificate of Registration issued from the Registering Officer of concernedstate Govt.(Labour deptt.). The cess shall be deducted from the contractor'sbill as per provision in Clause-55-D of Indian Railways Standard GeneralCondition of Contract-2022.	No	No	Not Allowed
48	VARIATION IN EXTENT OF CONTRACT- Variation inscope of the work willbe governed by Clause-41,42(1), (2) & (3) of Indian Railways Standard GeneralCondition of Contract-2022 with upto date correction slips.	No	No	Not Allowed
49	SPECIFICATIONS OF WORK AND MATERIALS	No	No	Not Allowed
49.1	Entire work shall be carried out in accordance with the specification containedin Indian Railway's Unified Standard Specifications (Works and Materials)IRUSS- 2021 with upto date correction slip.	No	No	Not Allowed
49.2	Any specifications, not covered by this tender document, shall be inaccordance with relevant IRS codes, BIS codes and or IRC codes read in theorder as they appear here.	No	No	Not Allowed
49.3	Materials to be supplied by the contractor for the work shall conform tospecifications contained in this tender document. If called upon, the contractorshall state the actual source of supply of materials to be supplied by him andshall submit samples for prior approval. During execution of the work, allmaterials brought to the site by the contractor must be offered for inspectionand passing by the ADEN concerned of the section before being used in thework and such approval shall be recorded in a register maintained for thepurpose.	No	No	Not Allowed
50	Guideline for procurement of Steel Items in Railway Project/ Contracts	No	No	Not Allowed
50.1	All reinforcement Steel (TMT Bars) and structural Steel shall be procured asper specifications mentioned in BIS's documents-IS: 1786 and IS: 2062respectively. Independent tests shall be conducted, wherever required, toensure that the materials procured conform to the specifications.	No	No	Not Allowed
50.2	These steel shall be procured only from those firm, which are Established,Reliable, indigenous and Primary Producers of Steel, having integrated steelplants (ISP), using iron are as the basic raw material and having in-house ironrolling facilities, followed by production of liquid steel and crude steel, as perMinistry of Steel guidelines.	No	No	Not Allowed

50.3	Samples of materials to be supplied by the contractor may be got tested atthe contractor's cost in any recognized laboratory at the sole discretion of theEngineer. All test result shall be binding to contractor.	No	No	Not Allowed
51	SUPPLY OF RAILWAY MATERIALS	No	No	Not Allowed
51.1	Unless otherwise stated all the materials required for the execution of thework are supplied by the contractor and all rates are inclusive of cost ofmaterials also except Cement and Re-enforcement Steel which will be paidseparately upon their use in the work shall be paid for at the rates quoted bythe tenderer and accepted by the competent authority.	No	No	Not Allowed
51.2	Quantity of cement, which shall be paid for shall be calculated in accordancewith the methods outlined in USSOR/CPWD-DSR, relevant BIS codes etc or byactual site measurement, as in case of controlled concrete or pile foundationetc., and in the same order as here.	No	No	Not Allowed
51.3	Quantities of both structural and reinforcement steel, which shall be paid forshall be calculated on the basis of actual consumption in respective items ofthe work.	No	No	Not Allowed
51.4	Materials, supplied by the Railway if any shall be supplied at the storegodowns of the JE/SE under whom the work will be executed and thecontractor shall carry the materials from there to the site of the work by roador by loading into wagons at his own cost as per direction of the Engineer-atsite.	No	No	Not Allowed
51.5	Materials, to be supplied by the contractor, shall be delivered at the site ofconsumption and the Railway shall make no payment towards handling,transport, storage and safe custody of the same.	No	No	Not Allowed
51.6	While transporting and storing materials supplied by the Railway, theContractor shall guard against any deterioration, damage or loss due to anycause whatsoever (i.e. cement becoming set due to moisture, steel gettingrusted etc.) and the contractor shall make necessary precautionaryarrangement for this at his own risk and cost. Cost of materials damaged bythe contractor shall be recovered as detailed in the Para below.	No	No	Not Allowed
51.7	In case of supply of cement by the Railway in Jute/Polythene bags, the emptybags, if required by the railway, shall be retained by the contractor fordisposal, preferably to the authorized bag collecting agents, and a sum ofRs.3/- (Rupees three only) per bag shall be recovered from the contractor'sbills towards empty bags.	No	No	Not Allowed
51.8	Quantity of materials, supplied by the Railway to the contractor, shall beregulated by the Railway commensurate with progress of the work and shallbe issued only on written demand from the contractor from time to time.	No	No	Not Allowed
51.9	All materials issued in excess of requirement by the Railway to the contractor shall be returned by the contractor in good conditions free of cost at the store godown of the stockholder from where they were issued. In case of reinforcing and or structural steel, cut pieces to the extent of maximum of 2% (Two percent) of actual consumption shall be returned without attracting anydeduction. For any excess over this quantity, deduction at the rate worked out would be effected.	No	No	Not Allowed
51.10	If the contractor fails to return excess materials issued to him, cost of suchexcess materials shall be recovered, for the quantity of each of such materialsnot returned, at the rates 1.5 times the prevailing procurement rates at thetime of last issue of each of such materials plus 5% (five percent) for freightand 2% (two percent) towards incidental charges. The rates thus arrived atshall by increased by 12.5% for supervision charges as per extant rules.	No	No	Not Allowed

51.11	While transporting materials, whether supplied by the Railway or by thecontractor, the contractor shall be fully responsible and answerable for anydislocation or damage caused by his to rail traffic or to roads and for anyaccidents which may occur en-route and shall make good the same at hisown risk and cost. It is deemed that the contractor has fully indemnified theRailway against any claims made by any party for such dislocation, damageor accident. In the event of the contractor failing to make good such loss, theRailway shall do so, at the contractor's cost, at its sole discretion.	No	No	Not Allowed
51.12	Railway may provide water for execution of work, for which water charges willbe deducted from bills as per prevailing rules. If water is not supplied byRailway, the contractor should make own arrangement of supply of waterrequired for execution of work and no extra payment will be made by Railwayon this account. In this regard a certificate for use of water, supplied byrailway or by contractor own sources, may be given by the site Engineer ofthe work.	No	No	Not Allowed
51.13	Contractor may be permitted to erect temporary store during currency of thecontract free of charge for this, the contractor should apply to the Engineerinchargeand specific approval of DEN/Sr.DEN should be taken. The Contractormust remove the temporary store after the agreed date of completion of work.	No	No	Not Allowed
52	RESPONSIBILITY FOR DAMAGE TO CONTRACTOR'S MATERIALS	No	No	Not Allowed
52.1	The Railway administration shall not be responsible for any loss or damage tothe contractor's materials, equipment's, tools and plants due to fire, flood orany other cause whatsoever.	No	No	Not Allowed
52.2	The materials issued by the Railway to the contractor for use in the work shallbe treated as contractor's materials for this purpose and the contractor shallmake good the materials in the event of any loss or damage thereto.	No	No	Not Allowed
52.3	Part of the work finished but not taken over by the Railway shall be treated ascontractors materials for the purpose and the contractor shall be responsiblefor making good any loss or damage thereto.	No	No	Not Allowed
53	Quality Assurance and Reduced Payment:	No	No	Not Allowed
53.1	The contractor shall supply all materials and execute all works according to the specifications and drawings pertaining to the work, both in respect of structural strength and finish, in addition to complying with provision of GCC-2022.	No	No	Not Allowed
53.2	Mixing of cement for concrete, mortar etc. shall be done by Mechanical Mixerand concrete should be vibrated by vibrator of appropriate design. All chargesfor working of machine viz. fuels, drivers, repairs, etc. will have to be borne bythe contractor. No extra payment will be made on this account.	No	No	Not Allowed
53.3	In case a contractor executes a work, which is below the specified structuralstrength, the work shall be dismantled and re-executed at contractor's cost atthe sole discretion of the Engineer at site	No	No	Not Allowed
53.4	In case a contractor executes a work which is structurally up to specifications,but sub-standard in finish, the same may be approved and accepted by theRailway in cases where finish is not so important, at Railways sole discretion,provided that where such a work is accepted, the payment for such work shallbe made as decided by competent Railway authority	No	No	Not Allowed
54	TERMINATION OF CONTRACT AFTER EXPIRY OF DATE OFCOMPLETION- Railway reserve the rights to terminate the contract even afterexpiry of date of completion where contractor is not willing to extend validity ofdate of completion as per Railway Boards letter No.99/CE-I/CT/28 (PT) NewDelhi, dated 17-05- 2004.	No	No	Not Allowed

55	PRICE VARIATION CLAUSE (PVC):-As per Acs-1 of IRGCC-2022 & Clause-46A.1, Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation)a)Materials supplied by Railway to the Contractors, either free or at fixed rate;b)Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).	No	No	Not Allowed
56	The joint venture firm shall be required to submit Bid Security Depositalong with the tender in terms of the provisions contained in Para5(Bid Security) of Part 01 of GCC-2022 read with Para No. 17 of GCC-2022 along with upto date ACS.	No	No	Not Allowed
57	Clause 59(9) of GCC-2022, Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.	No	No	Not Allowed
58	64.(1) Demand for Arbitration:-	No	No	Not Allowed
58.1	64. (1) (i) (a): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.	No	No	Not Allowed
58.1.1	64.(1)(i)(b): Arbitration a s a m e t h o d of dispute resolution s h o u l d n o t b e r o u t i n e l y or automatically included in procurement contracts/tenders, especially in large contracts.	No	No	Not Allowed
58.1.2	64.(1)(i)(c): As a norm, arbitration as a method of dispute resolution may be restricted to disputes with a value less than Rs. 10 crore. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher).	No	No	Not Allowed
58.1.3	64.(1)(i)(d): Inclusion of arbitration clauses covering disputes with a value exceeding Rs. 10 crore, should be based on careful application of mind and recording of reasons and with the approval of an officer not below the rank of Senior Administrative Grade (SAG) or the Accepting Authority of the tender whichever is higher.	No	No	Not Allowed
58.2	64. (1) (ii) (a) The demand for arbitration shall specify the matters which arein question, or subject of the dispute or difference as also the amount of claimitemwise. Only such dispute or difference, in respect of which the demandhas been made, together with counter claims or set off, given by the Railway,shall be referred to arbitration and other matters shall not be included in the reference.	No	No	Not Allowed
58.3	64.(1)(ii)(b) The parties may waive off the applicability of sub-section 12(5) ofarbitration and Conciliation (Amendment) Act 2015 if they agree for suchwaiver in writing after dispute having arisen between them in the format given under Annexure XV of these conditions	No	No	Not Allowed

58.4	64.(1)(iii)(a)- The Arbitration proceedings shall be assumed to havecommenced form the day, a written and valid demand for arbitration isreceived by the Railway.	No	No	Not Allowed
58.5	64. (1) (iii) (b) The claimant shall submit his claim stating the facts supportingthe claims along with all the relevant documents and the relief or remedysought against each claim within a period of 30 days from the date ofappointment of the Arbitral Tribunal.	No	No	Not Allowed
58.6	64. (1) (iii) (c) The Railway shall submit its defence statement and counterclaim(s), If any, within a period of 60 days of receipt of copy of claims formTribunal thereafter, unless otherwise extension has been granted by tribunal.	No	No	Not Allowed
58.7	64. (1) (iii) (d) Place of Arbitration: The place of arbitration would be within thegeographical limits of the Division of the Railway where the cause of actionarose or the Headquarters of the concerned Railway or any other place withthe written consent of both the parties.	No	No	Not Allowed
58.8	64. (1) (iv) No new claim shall be added during proceedings by either party.However, a party may amend or supplement the original claim or defencethereof during the course of arbitration proceedings subject to acceptance by tribunal having due regard to the delay in making it.	No	No	Not Allowed
58.9	64. (1) (v) If the contractor(s) does/do not prefer his/their specific and finalclaims in writing, within a period of 90 days of receiving the intimation from theRailways that the final bill is ready for payment, he/they will be deemed tohave waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.	No	No	Not Allowed
58.10	64.(2) Obligation During Pendency Of Arbitration : Work under the contractshall, unless otherwise directed by the Engineer, continue during thearbitration proceedings, and no payment due or payable by the Railway shallbe withheld on account of such proceedings, provided, however, it shall beopen for Arbitral Tribunal to consider and decide whether or not such workshould continue during arbitration proceedings.	No	No	Not Allowed
58.11	64. (3) Appointment of Arbitrator:	No	No	Not Allowed
58.11.1	64.(3)(a) The Arbitral Tribunal (AT) shall consist of a panel of three arbitrators. Each party shall be required to provide a list of two arbitrators each. The arbitrators shall be termed as 'Primary' and 'Standby' in order of preference, with 'Primary' being higher preference than 'Standby'. The arbitrators proposed by the contractor, shall be referred in that order as "Primary Contractor Nominee Arbitrator" and "Standby Contractor Nominee Arbitrator". The arbitrators proposed by Railway, shall be referred in that order as "Primary Railway Nominee Arbitrator" and "Standby Railway Nominee Arbitrator". "Primary Contractor Nominee Arbitrator" and "Primary Railway Nominee Arbitrator" shall be deemed as nominated to the AT. The "Standby Contractor Nominee Arbitrator" and "Standby Railway Nominee Arbitrator" shall be automatically nominated on the AT only if the respective primary nominated arbitrator of the nominating party withdraws from office or is unable to act as arbitrator for any reason. It is hereby clarified that the "Standby Contractor Nominee Arbitrator" and "Standby Railway Nominee Arbitrator" shall not be acting as arbitrators in the AT until the respective primary arbitrator withdraws from office or is unable to act asarbitrator for any reason.Contractor can recommend his two nominees (Primary Contractor Nominee Arbitrator and Standby Contractor Nominee Arbitrator) either from approved panel of Railways or from approved panel of Indian Council of Arbitration (ICA) within 30 days from the date of dispatch of approval of written and valid demand for arbitration by the General Manager/Additional General Manager.For Railways, the GM/AGM of that Railway Unit shall approve the two Railway nominations (primary as well as standby)	No	No	Not Allowed

58.11.2	64.(3)(a)(i) If contractor wants to choose his nominees from Railway panel, the Railway will send complete panel of retired Railway Officers empanelled to work as Arbitrator within 30 days from the day when a written and valid demand for arbitration is received by the General Manager/Additional General Manager. Contractor will be asked to provide to General Manager/Additional GeneralManager 2 names (Primary Contractor Nominee Arbitrator and Standby Contractor Nominee Arbitrator) out of the panel for appointment as Contractor's nominees within30 days from the date of dispatch of the request by Railway. The railway panel shall be provided free of cost to the contractor.	No	No	Not Allowed
58.11.3	64.(3)(a)(ii) If contractor wants to choose his nominees from Indian Council of Arbitration panel, Contractor will provide 2 names of Arbitrators (Primary Contractor Nominee Arbitrator and Standby Contractor Nominee Arbitrator) from the ICA panel for appointment as Contractor's nominees within30 days from the date of dispatch of the request by Railway. Nomination and appointment of arbitrators from ICA panel shall be as per the ICA Rules for Domestic Commercial Arbitration and amended from time to time. Contractors may propose any arbitrator from the ICA panel having experience in construction contracts.Some general guidelines of ICA Rules for Domestic Commercial Arbitration are as under:-i. Contractor may access the ICA's panel of arbitration through ICA's official webpage:https ://icaindia.co.in/arbitrators.ii. A formal request for nomination shall be submitted to ICA, accompanied by:- a. A brief Statement of Claim outlining the nature and quantum of the disputes.b. A copy of the relevant contract and any supporting documents.c. A copy of the notice intimating the other party of the initiation ofarbitration proceedings, with proof of delivery (if any).iii. Ad-hoc appointment fees for the nomination and appointment ofarbitrators shall be as per the ICA Rules for Domestic Commercial Arbitration and revised from time to time and shall be submitted along with the request.	No	No	Not Allowed
58.11.4	(64).3(a)(iii): The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64. (3)(a)(i) and clause 64.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.	No	No	Not Allowed
58.12	64.(3)(b): Upon receiving the nomination of the nominee arbitrators from both the parties, the General Manager/Additional General Manager shall issue a 'Notice of Nomination of Two Arbitrators' (in the format specifiedin Annexure-XVII) to both the parties, the nominated arbitrators and standby arbitrators. The notice shall also indicate the details of the standby nominee arbitrators of the respective parties and shall state that the standby arbitrator shall automatically be nominated on the AT, only if the respective primary arbitrator withdraws from office or isunable to act as arbitrator for any reason. Two selected arbitrators are free to select presiding arbitrator (3rd arbitrator) within thirty (30) days from the date of issue of 'Notice of Nomination of Two Arbitrators'. The presiding arbitrator may be selected from approved panel of Railways or approved panel of Indian Council of Arbitration (as per mutual agreement). General Manager/Additional General Manager shall issue the notice of appointment (Annexure-XVIII) of the Arbitral Tribunal within 15 days from the receipt of the names of all the three arbitrators.	No	No	Not Allowed

58.13	64.(3)(c)(i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies, the respective standby arbitrator gets automatically nominated to the AT. The Presiding Arbitrator shall issue an order to this effect within fifteen (15) days from the date of such event. The order shall formally record the substitution and notify both parties accordingly. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).	No	No	Not Allowed
58.14	64.(3) (c) (ii): (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements. (b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.	No	No	Not Allowed
58.15	64.3(c)(iii): (i) Qualification of Railway Empanelled Arbitrator (s):(a) Retired Railway Officers not below SA Grade level, one year after his date ofretirement.(b) Age of arbitrator at the time of appointment shall be below 70 years.(c) Other qualifications shall be as perPara-706 of Indian Railways Vigilance Manual with latest amendments from time to time.(ii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a), 64.(3)(a)(i),64.(3)(a)(ii)& 64.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.	No	No	Not Allowed
58.16	64.(3)(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.	No	No	Not Allowed
58.17	64.(3)(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.	No	No	Not Allowed
58.18	64.(3)(d)(iii): A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.	No	No	Not Allowed
58.19	64.(4): Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.	No	No	Not Allowed
58.20	64.(5): Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.	No	No	Not Allowed

58.21	64. (6): The cost of arbitration shall be borne by the respective parties. The fee of the arbitrators, whether appointed from the Railway panel or from the Indian Council of Arbitration (ICA) panel, shall be determined as per the rates fixed/revised by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration.	No	No	Not Allowed
58.22	64.(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of the Standard General Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.	No	No	Not Allowed
58.23	64.(8) In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.	No	No	Not Allowed
59	Care In submission of Tenders:-	No	No	Not Allowed
59.1	(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-2022 for the completion of works to the entire satisfaction of the Engineer. However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid. Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.	No	No	Not Allowed
59.2	(a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated 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.	No	No	Not Allowed
59.3	(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.	No	No	Not Allowed

59.4	(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.	No	No	Not Allowed
59.5	(a) (v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to: Wrong/incorrect invoice s is sued by Contractor ; Nofiling of GST returns; Non-payment of GST collected from Indian Railways to the authorities; Any other noncompliance done by Contractor; General Indemnity: Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor. Retention Money: Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any noncompliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law. (As per ACS-6 of IRGCC- 22)	No	No	Not Allowed
59.6	(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 firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.	No	No	Not Allowed
60	There will be binding to follow IRGCC-2022 with update correction unless specifically not mentioned/indicated.	No	No	Not Allowed

Undertakings

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	I/We have read the various conditions to tender attached hereto and agree by the said conditions.	No	No	Not Allowed
2	I /We offer to do the work for East Central Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respect within period of completion prescribed in the NIT from the date of issue of letter of acceptance of the tender.	No	No	Not Allowed
3	I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract-2022, with all correction slips up to date issued 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 annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up to date for the present contract.	No	No	Not Allowed
4	Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.	No	No	Not Allowed
5	I/ We have visited the works site and I / We am / are aware of the site conditions.	No	No	Not Allowed

6. Documents attached with tender

S.No.	Document Name	Document Description
1	ANNEXUREItoVforIREPS_2.pdf	Annexures
2	JPOCircular.pdf	Railway bd s letter dt 03.06.2024
3	Annexure-VIB.pdf	Annexure VIB
4	Annexure-VIA.pdf	Annexure VIA

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: NISHANT CHAUDHARY

Designation : Sr.DEN1