

दक्षिण पूर्व रेलवे
SOUTH EASTERN RAILWAY

निर्माण संगठन
CONSTRUCTION ORGANISATION

TENDER DOCUMENT
FOR

Construction of Road Over Bridge, Approach Road, Quarters etc. in connection of Nimpura Reception Yard-Kharagpur 3rd line work under jurisdiction of Dy CE/Con/II/Kharagpur, S. E. Railway, Kharagpur.

कार्य का मूल्य/Value of Work: Rs. 65,30,65,255.00/-

E-Tender Notice No. 4640-GRC-CE-C-SO-23-2026

बंद होने की तारीख/Date of Closing: 28.07.2026 at 12:00 hrs

CHIEF ENGINEER (CON)-SOUTH
GARDEN REACH

(Only for e-tendering through the website of www.ireps.gov.in)

Manual offers are not allowed against this tender document and any such manual offer received shall not be considered and shall be summarily rejected.

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1 – Details of Tenderer(s)

Tenderer should quote his/their Name and Communication Details and upload accordingly.

- a) NAME: _____
- b) ADDRESS: _____
- (i) HOLDING NO/PREMISES: _____
- (ii) ROOM NO: _____
- (iii) STREET NAME: _____
- (iv) CITY/VILLAGE/TOWN: _____
- (v) DISTRICT: _____
- (vi) STATE: _____ PIN: _____
- c) PHONE NO.: _____ MOBILE: _____ FAX No.: _____
- E.MAIL: _____
- d) PAN No.: _____ GST REGISTRATION NO.: _____
- e) Type of Firm: _____

(Whether the firm is “Sole Proprietorship Firm/HUF/Partnership Firm/Joint Venture (JV)/ Company registered under Companies Act-2013/ LLP (Limited Liability Partnership)/ Registered Society & Registered Trust”)

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2 - NOTICE INVITING TENDER (NIT)

2.1 E-tenders against Tender Notice No. **4640-GRC-CE-C-SO-23-2026** in **Two Packet System** are invited by the under mentioned for and on behalf of President of India for **“Construction of Road Over Bridge, Approach Road, Quarters etc. in connection of Nimpura Reception Yard-Kharagpur 3rd line work under jurisdiction of Dy CE/Con/II/Kharagpur, S. E. Railway, Kharagpur”**.

2.2 (a) 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):

- (i) Materials supplied by Railway to the Contractors, either free or at fixed rate;
- (ii) 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). For details refer Clause 46A of Indian Railways Standard General Conditions of Contract (GCC).

(b) The Joint Venture (JV) is **permitted** for tender value of Rs. 10 (Ten) Crore and above.

In case of joint venture firms participating in the tender, all conditions mentioned in Para 2.3.12 of Guidelines for participation of joint venture (JV) Firms are to be strictly adhered to, and all necessary documents should be enclosed by JV Firm along with the tender

(c) Tenderers are required to upload the following documents online in PDF form through the website portal.

- (i) **Following documents should be furnished along with tender and should be submitted online at the time of tender bidding. Tenders not accompanied with these documents will be summarily rejected.**
 - (1) Scanned copy (in PDF Form) of the work(s) completion certificate(s) as per **the requirement of Technical eligibility criteria** of the tender [Refer para 2.3.1 {Para 2.3.12.14.1 for tenderer participating as JV firm}]. Details of works completed/substantially completed by the tenderer(s) during last seven years to be submitted as per format available at para 12.30 of tender document duly certified & verified by Chartered Accountant.
 - (2) Scanned copy (in PDF Form) of the documents **as per the requirement of financial eligibility criteria** of the tender [Refer para 2.3.2 {Para 2.3.12.14.2 for tenderer participating as JV firm}].
 - (3) Scanned copy (in PDF Form) of the **documents for evaluating the Bid Capacity** (Please refer Clause 12.25 of tender document). **This is applicable in all works contract having tender value of Rs. 10.00 Crore and above.**
 - (4) Scanned copy (in PDF Form) of **certificate** including undertaking regarding the bidder not being blacklisted or debarred is required to be uploaded in proforma at para 12.23 & 12.23A of tender document.
 - (5) **Bid Security** is required to be submitted/uploaded as per para 12.3 of tender document.
 - (6) **Not applicable for this tender:** Scanned copy (in PDF Form) of the **Ballast Test Report**. [Refer para 2.2 (d) of tender document].
 - (7) Scanned copy (in PDF Form) of **Power of Attorney** as para 2.3.10 of tender document.

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(ii) **Tenderers shall note that the submission of other following supporting documents, is important and they shall ensure the same at the time of on line bidding of tender. However Railways may seek clarifications/details/documents in this regard.**

- (1) Scanned copy (in PDF Form) of the **Vendor Mandate Form** as per specific format provided in the para 4 of tender document.
- (2) Scanned copy (in PDF Form) of the **complete address of the firm** as per para 1 of tender document, to which the all correspondences shall be made by the railway.
- (3) Scanned copy (in PDF Form) of **valid Provident fund (PF) Code Number of the establishment/tenderer.**
- (4) Scanned copy (in PDF Form) of **Goods and Services Tax (GST) Registration Certificate containing GST Registration Number.**
- (5) Scanned copy (in PDF Form) of **certificate by tenderer for site visit & familiarization** (Refer para 11 of tender document).
- (6) Scanned copy (in PDF Form) of declaration by tenderer as per para 6 of tender document.
- (7) Scanned copy (in PDF Form) of the list of the persons of the tenderer on hand and proposed to be engaged for this tender.
- (8) Scanned copy (in PDF Form) of list of the plants & machinery of tenderer available on hand and proposed to be inducted & hired for this tender.
- (9) Scanned copy (in PDF Form) of list of the arbitration/court cases of the tenderer during last three years.
- (10) Scanned copy (in PDF Form) of the Information **regarding the Association of Railway Officer(s)** with the tenderer - For details please see para 2.3.11 of Tender Document.
- (11) Scanned copy (in PDF Form) of the declaration regarding status of tenderer i.e. Sole proprietorship firm, Hindu Undivided Family (HUF), Partnership Firm, Joint Venture firm, Company registered under companies act 2013, limited liabilities partnership (LLP), Registered Society and Registered Trust as detailed in 2.3.9 of tender document.
- (12) Scanned copy (In PDF Form) of the sub contractor's work experience certificate (Please refer Clause 13.37 of tender document).

(d) **Not applicable for this tender: Ballast test report: The tenderer is required to submit the test report of ballast as per provisions of "Specification of Track Ballast, IRS- GE-1, February 2023" failing which the offer shall be summarily rejected.** Ballast test report from any of the approved laboratories not older than 90 days be submitted. The approved laboratories are i) Any Regional Engineering college (National Institute of Technology), ii) Any Indian Institution of Technology, iii) Any Indian Institute of Engineering Science and Technology, iv) Any Indian Railway Laboratory, v) Jadavpur University, Kolkata , vi) Any National Test House in India.

(e) **Bid Capacity: (i) Bid Capacity Criteria is applicable in all works contract having tender value of Rs. 10.00 Crore and above.**

(ii) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer as per para 12.25 of tender document. In case, the available Bid Capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

(iii) **In case, the tenderer/s fails to submit the bid capacity details, along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.**

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- (f) **Measurement of Work by the Contractor:** The contractor shall record the measurement in Contractor's Measurement Book (CMB) as per Clause/Para 45(ii) of GCC. This criteria is applicable for all contracts costing more than Rs. 5 Crore. [Refer para 13.33 (ii) of tender document]. Ref: Railway Board letter No. 2017/CE-I/CT/9 Dated 31.05.2023.
- (g) **No Technical and Financial credentials are required for tenders having value upto Rs 50 lakh.**
- (h) **Option of Payment through Letter of Credit (L.C.):** Tenderer(s) may submit option for taking payment through Letter of Credit (L.C.). [Refer para 7.1 of tender document].
- (i) **Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:**
The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.
- (j) ~~**Electronic Reverse Auction:** This criteria is applicable in works tender valued more than Rs. 50.00 Crore in each case. [Refer para 7.2 of tender document]. Ref: Railway Board letter No. 2017/Trans/01/Policy/Pt S Dated 28.03.2018.~~
- (k) **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 shall not 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.
- (l) **Apostille Clause:**
(I) A power of attorney (PoA) executed outside of India should meet following requirements:
1. If the PoA is in a foreign language, it must be translated into English and certified.
2. The PoA must be authenticated by an Indian consulate in the country where it was executed. If the PoA was executed in a country that is a member of the Hague Convention, it can be apostilled instead of being authenticated by an Indian consulate. The apostille should be verifiable online.
3. The PoA must be stamped in India within three months of its arrival, with the appropriate stamp duty.
4. The PoA must comply with Indian laws, including the Indian Registration Act and Power of Attorney Act.
(II) Documents issued out of India (Balance Sheets, Statutory Auditor's certificate etc) should meet following requirements:
1. If the document is in a foreign language, it must be translated into English and certified.
2. The document must be authenticated by an Indian consulate in the country where it was executed. If that document was executed in a country that is a member of the Hague Convention, it can be apostilled instead of being authenticated by an Indian consulate. The apostille should be verifiable online.
- (m) **Unique Document Identification Number (UDIN) clause:** Any certificate issued by the Statutory Auditor/Chartered Accountant must include Unique Document Identification Number (UDIN). The certificate not accompanied by UDIN, such certificate shall be summarily rejected.

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2.3 ELIGIBILITY CRITERIA FOR THE ABOVE WORK:**2.3.1 The tenderer, other than JV, should fulfil the Eligibility Criteria below:****Technical Eligibility Criteria:**

- (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 - (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.

(b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
- (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

Note for (b) (1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.

(b)(2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:

The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.

Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway.

In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing.

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Note for Item 2.3.1:

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

Definition Of Similar Work : - Any ROB/Bridge work with similar superstructure. For ROB across Railway running line the qualifying work shall involve construction of ROB/Bridge superstructure work over Railway running line.

2.3.2. Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where

V= Advertised value of the tender in crores of Rupees

N= Number of years prescribed for completion of work for which bids have been invited.

The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

The tenderers shall submit requisite information as per para 12.27 of tender document, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

2.3.3 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI of GCC. [Refer para 12.25 of tender document]

2.3.4 No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.

2.3.5 Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

[Explanation for clause 2.3 including clause 2.3.1 to 2.3.5 - Eligibility Criteria:

1. *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.*
2. *In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
3. *If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials*
4. *In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.

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5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 2.3.1 Para 2.3 of the Tender Document, the same shall be considered for the purpose of fulfillment of credentials.
6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
15. In case company A is merged with company B, then company B would get the credentials of company A also.]

2.3.6. Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the tender.

Tenderer(s) who is / are not borne on the approved list of the Contractors of _____ Railway shall submit along with his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.

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- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V of GCC/Clause 12.23 of this tender Document. In addition to Annexure-V of GCC/Clause 12.23 of this tender Document, in case of other than Company/Proprietary firm. Annexure -V(A)/Clause 12.23A of this tender Document shall also be submitted by the each member of a Partnership Firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/ digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi) (a) In case of any information submitted by tenderer is 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.
- (b) In case of any information submitted by tenderer is found to be forged/false after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two year.
- 2.3.7.** Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
- 2.3.8. Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the **Railway officials of South Eastern Railway as per MSOP-2018** for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).
- 2.3.9. Documents to be Submitted Along with Tender**
- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- (ii) Following documents shall be submitted by the tenderer:
- (a) **Sole Proprietorship Firm:**
- (i) All documents in terms of Para 2.3 of the Tender Document.
- (b) **HUF:**
- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- (ii) All other documents in terms of Para 2.3 of the Tender Document.
- (c) **Partnership Firm:**
- (i) All documents as mentioned in para 2.3.13 of the Tender Document.
- (d) **Joint Venture (JV):** All documents as mentioned in para 2.3.12 of the Tender Document.

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(e) **Company registered under Companies Act 2013:**

- (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) All other documents in terms Para 2.3 of the Tender Document.

(f) **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.
- (v) All other documents in terms of Para 2.3 of the Tender Document.

(g) **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.
- (v) All other documents in terms of Para 2.3 of the Tender Document.

(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

(v) A tender from JV shall be considered only where permissible as per the tender conditions.

(vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

2.3.10. 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.

Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Signature of Tenderer(s)

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2.3.11. Employment/Partnership etc. of Retired Railway Employees:

(a) 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.

- b) 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.
- c) 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 2.3.11 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.

Signature of Tenderer(s)

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A) JOINT VENTURE (JV) IN WORKS TENDERS

2.3.12. Participation of Joint Venture (JV) in Works Tender: This para shall be applicable for works tenders wherein tender documents provide for the same.

2.3.12.1 Separate identity/name shall be given to the Joint Venture.

2.3.12.2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

2.3.12.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

2.3.12.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

2.2.12.4A Bid Security shall be submitted by JV or authorized person of JV either as :

- (i) Cash through e-payment gateway or as mentioned in tender document, or
- (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

2.3.12.5 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV alongwith the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

2.3.12.6 Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.

2.3.12.7 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

2.3.12.8 Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

2.3.12.9 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

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2.3.12.10 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted alongwith the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

2.3.12.10.1 Joint And Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

2.3.12.10.2 Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

2.3.12.10.3 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

2.3.12.11 Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the Contract, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

2.3.12.12 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.

2.3.12.13 Documents to be enclosed by the JV along with the tender:

2.3.12.13.1 In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- (iv) 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.

2.3.12.13.2 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

- (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit 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.

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2.3.12.13.3 In case one or more members of the JV is/are companies, the following documents shall be submitted:

- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
- (iii) A copy of Certificate of Incorporation

A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual, to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.

2.3.12.13.3.1 In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation of LLP
- (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
- (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.

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. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

2.3.12.13.4 In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Rules & Regulations of the Society

A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.

2.3.12.13.5 All other documents in terms of explanatory notes in clause 2.3 above.

2.3.12.14 Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

2.3.12.14.1 Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):

(a) For Works without composite components

The technical eligibility for the work as per para 2.3.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 2.3.1 above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) For works with composite components

The technical eligibility for major component of work as per para 2.3.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 2.3.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 2.3.1 above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

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Note for Clause 2.3.12.14.1:

- a) *The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.*
- b) *Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.*

Definition Of Similar Work : - Any ROB/Bridge work with similar superstructure. For ROB across Railway running line the qualifying work shall involve construction of ROB/Bridge superstructure work over Railway running line.

2.3.12.14.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 2.3.2 above. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 2.3.2 above.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in the tender under consideration.

2.3.12.14.3 Bid Capacity

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 2.3.3 above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

2.3.13 Participation of Partnership Firms in works tenders:

2.3.13.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

2.3.13.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.

2.3.13.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

2.3.13.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

2.3.13.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

2.3.13.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

2.3.13.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

2.3.13.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

2.3.13.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

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(b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/alterd/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Rail.

2.3.13.10 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 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.
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.
- (iii) All other documents in terms of explanatory notes in clause 2.3 above.

2.3.13.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Clause 2.3 above.

2.3.13.12 Advances to Contractor:

If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest bearing advances, as per Contractor's request. These advances shall carry interest as **RBI Bank Rate + 5% (Five percent) simple interest** for the tenders to be opened in the Financial Year 2022-23 onwards. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.

2.3.14 Tenderer should submit clear certificate(s) issued by an officer of the rank not below Dy. Chief Engineer/ Sr. Divisional Engineer /Divisional Engineer holding independent charge in Railways; by Executive Engineer / Superintending Engineer of State Govt.; by Additional General Manager / General Manager or equivalent rank in charge of work in PSU's / Authorities for works executed under them. Separate certificate should be submitted for every single similar work. Certificates must also contain name, postal address & Telephone / Mobile no. & e-Mail ID of issuing authority.

2.3.15 Tenderers are requested to visit the site before quoting the rates. They are also requested to submit a self-certificate in support of their site visit.

2.4 Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

2.5 a) Tender document will be available at **internet website** <http://www.ireps.gov.in> at **least 21 days before the date of closing of Tender.**

b) The corrigendum/Addendum, if any, shall be made available on website <http://www.ireps.gov.in> at least 15 days before the date of closing. (**Offer submission period**). All prospective tenderer(s) are advised to see the website for corrigendum / addendum issued, if any, for tender.

2.6 Tenderer(s) can bid the tender in the last 15 days prior to date of closing (Offer submission period) online through the www.ireps.gov.in and this will be opened at scheduled date and time as specified in N.I.T.

Signature of Tenderer(s)

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- 2.7 a) The work is in the jurisdiction of **Dy CE/Con/II/Kharagpur**. For clarifications and any information regarding the work including inspection of drawings, tenderer may contact **Dy CE/Con/II/Kharagpur, S.E. Railway, Tel : 7908391201.**
b) For clarifications and any information regarding tender document on internet website tenderer may contact Dy CE/Con/Works & Stores/GRC, S.E.Railway, Kolkata-700043, Tel : 9133 – 2450-4840.
- 2.8 If there is any conflict between tender document and General Condition of Contract (GCC), the former shall prevail.
- 2.9 The details of this tender has been sent (For publication in newspapers) to CPRO/SER/GRC as per following:

e-TENDERING FOR WORKS TENDER

Following tender has been uploaded on website www.ireps.gov.in. The tender will be closed at 12:00 Hrs on due date.

Sl No	e-Tender Notice No.	Closing Date	Brief Description of Works
1.	4640-GRC-CE-C-SO-23-2026	28.07.2026	Construction of Road Over Bridge, Approach Road, Quarters etc. in connection of Nimpura Reception Yard-Kharagpur 3rd line work under jurisdiction of Dy CE/Con/II/Kharagpur, S. E. Railway, Kharagpur. (Approx. Cost: Rs. 65.31 Crore, Bid Security: Rs. 1,30,61,300.00/- & Completion period: 18 months)

Interested tenderers may visit website www.ireps.gov.in for full details/ description/specification of the tenders and submit their bids online. In no case manual tenders for these items will be accepted.

NB: “Prospective Bidders may regularly visit www.ireps.gov.in to participate in all other tenders.”

2.10 Applicable for Contract under EBR (IF):

It is agreed by and between the parties that Railway shall continue to be held responsible for all obligations, risk and liabilities, whatsoever, arising out of or in connection with the Principal agreement and this novation agreement, whether during the progress of the work or after its completion.

It is further agreed and understood by and between the parties that IRFC shall be the owner of assets, if any, arising out of execution of works as defined in the Principal Agreement, except the land whose ownership shall continue with Railway. Accordingly, the invoices shall be issued by capturing GSTIN of contractor (as the supplier) and GSTIN of IRFC (as bill to party). Also, the contractor shall submit the invoice, issued in the name of IRFC, to railway for processing payment by Railway to contractor subject to applicable TDS under the Income Tax, GST or any other applicable laws.

It is further agreed by and between the Parties that IRFC shall be responsible to comply with Income Tax and GST laws in relation to filling of returns.

Sd/-
CHIEF ENGINEER (CON)/S/GRC

Signature of Tenderer(s)

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3 - SALIENT FEATURES OF THE TENDER

3.1	This document is the standard tender Document which consists of the conditions of the tender, instructions to the tenders, Special conditions of the tender, specifications of the works & various Annexure etc.
3.2	The name/scope of the work, Tender Type (Open Tender, Single Tender, Special Limited Tender), Bidding system (single packet system, double packet system), Value of the works, Value of Bid Security, period of completion, time & date of closing of bidding for the tender, <u>are mentioned in the N.I.T. (Notice Inviting Tender) which is available through the website www.ireps.gov.in.</u>
3.3	<u>The schedules of the works details are also available through the website www.ireps.gov.in.</u>
3.4	<u>The NIT, schedule of works, along with this standard tender Document will be considered the tender document for this work</u> - All the above mentioned documents taken together if not scored off, shall constitute the complete tender document hereafter referred to as “tender document” & have to be read together & acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.
3.5	The tender offer complete in all respect and with all documents is to be submitted (In PDF Format) online by e-tendering process through the website www.ireps.gov.in as works tender, up to the closing time/date as mentioned in the NIT. No manual offers shall be accepted. The complete list of documents to be uploaded is available at para 2.2(c).
3.6	The corrigendum issued from time to time (if any) will be available on www.ireps.gov.in prior to offer submission period. The tenderers are requested to see the same and revise the offer if required.
3.7	The Tenderers are advised to visit the site of work and acquaint themselves with the conditions and expected quantum of work in their own interest before submitting their offer. For this, the tenderer should contact the concerned Dy.CE/CON.
3.8	Performance Guarantee – The successful tenderer will be required to submit a Performance Guarantee (For more details please refer para 12.5).
3.9	Purchase Preference Clause is not applicable.
3.10	Bonus for Early Completion of Work- The Bonus for Early Completion of Work shall be applicable for tenders having value more than Rs. 50.0 Crore and original completion period of 12 months or more. [For more details please refer at para 14.3].
3.11	Advances to Contractors- The Advances to Contractors shall be applicable if the tender value is more than 50 Crores. Railway shall make payment(s) of Interest bearing advances, on the request of contractor. [For more details please refer at para 14.2].
3.12	Stage Payment Clause- The Stage Payment Clause shall be applicable if the tender value is more than 15 Crores [For more details please refer at para 14.1].
3.13	The building and other construction worker's welfare cess shall be deducted from the contractor's bills as per provisions of the act.
3.14	Right of Railway to Deal with Tenders: The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.
3.15	Tenderers are required to read the NIT, tender document along with the conditions etc. carefully and should agree to abide by the said documents.
3.16	Tenderers are required to agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips upto date of closing of tender 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, Standard Schedule of Rates with all correction slips upto date of closing for tender.
3.17	Tenderers are requested to ensure that the person submitting the bidding on behalf of the firm, is the authorized person to represent the firm, to sign the tender & all other document on behalf of the firm.
3.18	The tenderers are requested to note that their offer will be subjected to the verification of all the information submitted with the tender.
3.19	Tenderers are requested to note that the railway reserve the rights to amend the scope and value of the contract and to reject (or accept) this offer without assigning any financial liability.

Signature of Tenderer(s)

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3.20	Tenderers are requested to 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.[Refer para 9.11 of tender document].
3.21	Option of Payment through Letter of Credit is applicable for the tender value of which is more than Rs 10.0 Lakh. [Refer para 7.1 of tender document].
3.22	Electronic Reverse Auction is applicable in works tender valued more than Rs. 50.00 Crore in each case. [Refer para 7.2 of tender document].



Signature of Tenderer(s)

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4 - VENDOR MANDATE FORM

E-TENDER NOTICE NO.: **4640-GRC-CE-C-SO-23-2026**

1. PARTICULARS OF THE PARTY:

- f) NAME: _____
- g) ADDRESS: _____
- (i) HOLDING NO/PREMISES: _____
- (ii) ROOM NO: _____
- (iii) STREET NAME: _____
- (iv) CITY/VILLAGE/TOWN: _____
- (v) DISTRICT: _____ PIN: _____
- (vi) STATE: _____ COUNTRY: _____
- h) PHONE NO.: _____ MOBILE: _____ FAX No.: _____
- E.MAIL: _____
- i) I. TAX PAN No.: _____ GST REGISTRATION NO.: _____

2. PARTICULARS OF BANK ACCOUNT:

- j) BANK NAME: _____
- k) BRANCH NAME & ADDRESS: _____
- l) BANK TEL No.: _____ d) BANK MICR CODE (9 DIGIT): _____
- e) BANK'S IFS CODE: _____ f) BANK ACCOUNT No: _____
- g) ACCOUNT TYPE (SAVINGS/CURRENT/CASH CREDIT): _____
- h) DECLARATION BY THE PARTY:

I hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information the User Institution, i.e. PFA/S.E. Rly/GRC will not be held responsible. I have understood the scheme and agree to discharge the responsibility for which I am liable as a participant under the scheme. I also declare that in absence of acknowledgement regarding the above payment which has been credited to my Bank Account, no further payment to be made by PFA/GRC).

Encl: (i) One cancelled cheque. (ii) Photocopy of PAN. (iii) Photocopy of GST Registration certificate.

Date: _____ Signature of the contractor with stamp

Certified that the particulars furnished above are correct as per our records.

Bank's seal

Signature of the authorised official of the bank

Signature of Tenderer(s)

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5 - SCOPE OF WORK

Name of Work: Construction of Road Over Bridge, Approach Road, Quarters etc. in connection of Nimpura Reception Yard-Kharagpur 3rd line work under jurisdiction of Dy CE/Con/II/Kharagpur, S. E. Railway, Kharagpur.

1	Construction of 1 Nos. ROB (3x36m Span Composite Girder) with viaduct and approach road.
2	Construction of 24 Nos Type-II Quarters.
3	Construction of Road, Boundary Wall, Side drain etc.



Signature of Tenderer(s)

E-Tender Notice No. 4640-GRC-CE-C-SO-23-2026

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6 - DECLARATION FROM TENDERER

Tender No. **4640-GRC-CE-C-SO-23-2026**

Name of Work: Construction of Road Over Bridge, Approach Road, Quarters etc. in connection of Nimpura Reception Yard-Kharagpur 3rd line work under jurisdiction of Dy CE/Con/II/Kharagpur, S. E. Railway, Kharagpur.

To

The President of India

Acting through the _____ Railway

I/We have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for _____ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date 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, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Startup firm registered by _____ Department of Industrial Policy and Promotion (DIPP) and my registration number is _____ valid upto _____ (Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a Labour Cooperative Society and our Registration No. is _____ with _____ and hence required to deposit only 50% of Bid Security.

6. 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.

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

Signature of Tenderer(s)

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7 - OPTION OF PAYMENT THROUGH LETTER OF CREDIT (L.C.) & ELECTRONIC REVERSE AUCTION (E-RA)

7.1 – OPTION OF PAYMENT THROUGH LETTER OF CREDIT (L.C.)

- (i) For all the tenders having advertised cost of Rs. 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System- the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- (iii) The option so exercised, shall be an integral part of the bidder's offer.
- (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC.
 - (a) The LC shall be a sight LC.
 - (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
 - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders. SBI branches where the respective Railway Accounts Office has units account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.023% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
 - (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work.
 - (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from the against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the letter of Credit (LC). All sums payable/borne by Railways on his account shall be considered as reasonable compensation and paid by contractor.
 - (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure below after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
 - (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.
 - (h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.
 - (i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor, A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
 - (j) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The Claim shall comprise of copy of Document of Authorisation, Bill of Exchange and Bill.
 - (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
 - (l) The contractor's Bank (Advising bank) shall submit the documents to the Railways bank (Local SBI Branch).
 - (m) The Railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
 - (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
 - (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
 - (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. not through LC.

Signature of Tenderer(s)

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Annexure

LCDA No. (18 DIGIT IPAS GENERATED NO.)

DOCUMENT OF AUTHORIZATION

Reference: (i) Works Contract/Supply Contract No. _____ Dated _____
(ii) Inland Letter of Credit No. _____ Dated _____

This document is issued against contract No. _____ (FROM IREPS) _____ dated _____
for supply/work of _____ (DESCRIPTION OF GOODS/WORK FROM IREPS) _____

The beneficiary of the aforementioned Letter of Credit M/s _____ (NAME AND VENDOR CODE) _____ (Vendor code _____ as per IREPS _____) is entitled to receive payment aggregating INR _____ (FROM ABSTRACT OF BILL PASSED) _____ out of a total LC amount of INR _____ (FROM MASTER TABLE OF LC OPENED) _____ against the first/second commercial invoice No. (FROM IPAS) _____ dated _____ (FROM IPAS) _____ for INR (FROM IPAS) _____ raised against the above contract from State Bank of India _____ (BRANCH-FROM LC MASTER TABLE) _____ on the strength of this Certificate.

The details of payments already made to the beneficiary under this Letter of Credit are as follows:

S. No.	Invoice No.	Invoice Date	Invoice Amount (INR)	LCDA No.	LCDA Date	Amount paid (INR)
Total Paid						

THIS PAYMENT: _____

LC BALANCE AFTER THIS PAYMENT: _____

(Signature of authorised Railway Authority)

Name: _____

Designation: _____

Official Seal

Signature of Tenderer(s)

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7.2 — ELECTRONIC REVERSE AUCTION (E-RA)
————— (Applicable for the Tender Value above Rs.50.0 Cr)

- (i) For tender value above Rs.50.0cr, the electronic reverse auction is applicable.
(ii) The process of procurement through reverse auction shall be followed only in case of tenders where there are at least three eligible tenderers.
(iii) Selection of tenderers for Reverse Auction for award of Contract is as per following table:

Number of tenderers qualified for award of contract	Number of tenderers to be selected for reverse Auction	Remarks
<3	Nil*	The bids disallowed from participating in the Reverse Auction shall be the highest bidder (s) in the tabulation of Initial Price Offer. In case highest bidders quote the same rate, the Initial Price offer received last, as per time log of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself.
3 to 6	3	
More than 6	50% of Vendor Qualified for award of contract (rounded off to next higher integer)	

————*If the number of tenderer s qualified is less than 3, RA shall not be done and tender may be decided on the basis of Initial Price Offer(s)

- (iv) All bidders eligible for benefits under Public Procurement (Peferance to Make in India) order 2017, found qualified for award of contract and are within the specified range of price peferance of lowest Initial Price Bid shall be permitted to participate in the Reverse Auction, irrespective of their interse ranking on the basis of Initial Price Bid. Such bidders shall be over and above the numbers of vendors selected for Reverse Auction as per para III.
- (v) During Reverse Auction Process, bidders shall not be allowed to bid a rate higher than the lowest Initial Price Offer.
- (vi) Reverse Auction among bids catagorised as Qualified for award of contract shall be conducted on IREPS, Bidders shall be able to see the Auction screens.
- (vii) After obtaining the final bids of the Reverse Auction, tender shall be finalised as per existing policy (Including price peferance to MSEs and Make in India order, 2017, wherever applicable). All the relevant policies of Govt. of India at the relevant time shall be applicable.
- (viii) Make in India peferance order is to be followed for works tenders wherever applicable as per guidelines.

Signature of Tenderer(s)

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8 - METHOD OF SUBMISSION OF BID DOCUMENTS

8 CARE OF SUBMISSION OF TENDER:

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(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.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (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 invoices is issued by Contractor;
No-filing of GST returns;
Non-payment of GST collected from Indian Railways to the authorities;
Any other non-compliance 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 non-compliance 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.

- (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.
- (d) The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V of GCC/Clause 12.23 of this tender Document. In addition to Annexure-V of GCC/Clause 12.23 of this tender Document, in case of other than Company/Proprietary firm. Annexure -V(A)/ Clause 12.23A of this tender Document shall also be submitted by the each member of a Partnership Firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a above certificate(s) by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

Signature of Tenderer(s)

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9 -GENERAL INSTRUCTIONS FOR SUBMISSION OF TENDER DOCUMENTS

- 9.1 The quantities shown in bill of quantity are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.
- 9.2 **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 tenderer(s) shall neither 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.
- 9.3 If the tenderer(s) expires after the submission of his / their tender or after the acceptance of his their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character legally acceptable.
- 9.4 The bidders are expected to themselves obtain, on their own responsibility and expenses, all information which will be necessary for submitting the bid. Intending bidders may obtain clarification, if any, with regard to the tenders from the office of the Chief Administrative Officer(Con)/Garden Reach, South Eastern Railway on any working day during the working hours. For any further information in regard to site conditions, facilities available at the work spot etc., the bidder may contact the office of the concerned Deputy Chief Engineer (Con), South Eastern Railway, on any working day during the working hours.
- 9.5 In addition to the information given in the prescribed form of the Technical Bid, the tenderer may also submit any additional relevant information connected with this tender on separate sheets if considered necessary, enclosing copies of the documents relied upon.
- 9.6 Submission of Tender does not bind the Railway Authority for any claim of any nature whatsoever. The bid document shall be the property of Railway Authority.
- 9.7 The Railway reserves the right for accepting or rejecting the tender/bid without assigning any reason and no claim shall be entertained.
- 9.8 Tender documents are non-transferable.
- 9.9 **SPECIAL CONDITIONS BY TENDERERS:**
The tenderers are normally not expected to make any special conditions/stipulations of their own and are expected to submit their tender in accordance with the conditions/stipulations contained in these documents. If, however, the tenderer wishes to make any special conditions/stipulations or wishes to intimate the Railway of any matter of importance, he may do so in Query tab of respective e-tender/in a separate sheet, the same should be enclosed with Price Bid document of tender document through covering letter. Conditions/stipulations of general nature having no financial implication may be enclosed through a covering letter in part of the tender documents. Such conditions/stipulations shall be a part of the contract in case of acceptance of the tender, only to the extent explicitly accepted by the Railway Administration. The accepting authority reserve the right not to accept any such special conditions/stipulations made by the tenderer and may reject the tender as unacceptable without any reference to the tenderer or may ask the tenderer to withdraw any or all such conditions/stipulations before awarding the contract and in the event of his refusal to do so may not accept this tender.
- 9.10 **OMISSIONS AND DISCREPANCIES:**
Should a tenderer find discrepancies in the tender document, or omissions from the drawings or any of the Tender Forms, or should he be in doubt with as to their meaning, he should at once notify the authority inviting tenders in Query tab of respective e-tender, who may send a written instruction to all Tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

Signature of Tenderer(s)

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9.11 PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA) ORDER-2017:

Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

1. 'Local Content' means the amount of value added in India which shall, unless otherwise specified in the Tender, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a portion of the total value, in percent. 'local supplier' means supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this order or by the competent Ministries / Departments in pursuance of this order. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a local supplier may be above the L 1 (lowest initial price bid) for the purpose of purchase preference. 'Lowest initial price bid' means lowest initial price bid of vendor qualified for bulk order.

2. Local Content: the minimum local content shall be 50%.

3. Verification of Local Content:

(i) The local supplier(as defined above) at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall be details of the location(s) at which the local value addition is made.

(ii) In cases of procurement for a value in excess of Rs10 crore, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing Chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Note: In absence of specified certificates, it will be presumed that the local content is less than the stipulated limit and offer will be dealt with accordingly.

4. The expert committee constituted by the Railway administration may independently verify the self-declaration and auditors/accountant's certificates.

5. False declaration will be in breach of the code of integrity under rule 175(1) (i) (h) of the general Financial Rules for which a bidder or its successor can be debarred for up to two years commencing from the date of debarment as per rule (iii) of the General Financial Rules along with such other actions as may be permissible under law.

6. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment. The name of debarred bidder / supplier will also be uploaded on IREPS/Railway's website and CPP portal.

Signature of Tenderer(s)

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**10 -PARTICIPATION OF JOINT VENTURE (JV) FIRMS FOR TWO PACKET
SYSTEM TENDER**

10.1 -Memorandum of Understanding (MOU) for Joint Venture Participation

(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the Power of Attorney).

**JOINT VENTURE PARTICIPATION
BETWEEN**

M/s.....having its registered office at (hereafter referred to as.....) acting as the Lead Partner of the first part and

M/s.....having its registered office at(hereafter referred to as '.....') in the capacity of a Joint Partner of the other part.
(If more than two partners include the details accordingly).

Now all the parties i.e. _____ and _____ will be known as M/s _____ (JV).

The expressions ofandshall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party"

WHEREAS; South Eastern Railway Construction Organisation (hereinafter referred to as "Client") has invited bids for(insert name of work)
.....

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 The 'Parties' have studied the documents and have agreed to submit their bid as Joint Venture (JV).

2 M/s.....shall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Client. For the purpose of submission of Tender proposals, the parties agree to nominate M/sas the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client.

3 The 'Parties' have resolved that the distribution of share and responsibilities is as under:

a) Lead Partner share%;

Responsibilities.

i)

ii)

iii)

(Technical, Financial & other obligations)

Signature of Tenderer(s)

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b) Other Joint Venture Partner's share -----%

Name

Responsibilities.i)

(Technical, Financial & other obligations)

ii)

iii)

c) Other Joint Venture Partner's share -----%

Name

Responsibilities.i)

(Technical, Financial & other obligations)

ii)

iii)

4 JOINT AND SEVERAL RESPONSIBILITY

The Parties undertake that they shall be jointly and severally liable to the Railways for execution of the Project in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

5 ASSIGNMENT TO THIRD PARTIES

No member of the Joint Venture firm shall have the right to assign or transfer the interest, right or liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said tender/contract.

6 EXECUTIVE AUTHORITY

Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the Contract, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

7 VALIDITY

This MOU shall remain in force till the occurrence of the earliest of the following, unless by mutual consent, the parties agree in writing to extend the validity for a further period.

- a. Tender submitted by the joint venture is declared unsuccessful, or
- b. Cancellation/shelving of the project by the client for any reasons prior to award of work.

In case, the Tender submitted by the joint venture is declared successful; the validity of this MOU shall be extended till the JV agreement is signed and got ratified.

8 This MOU is drawn innumber of copies with equal legal strength and status. One copy is held by M/s..... and the other by M/s. &M/s..... and a copy submitted with the proposal.

Signature of Tenderer(s)

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- 9 This MOU shall in all respects be governed by and interpreted in accordance with Indian Laws.
- 10 **NOTICES**
Notices shall be given in writing by Fax confirmed by registered mail or commercial courier to the following Fax numbers and addresses.
- 11 **JV Agreement.**
We are aware, that after issue of LOA by the Railway Administration, an agreement among the members of the JV firm has to be executed and got registered before the Registrar of Companies under the Companies Act or with the Registrar/Sub-Registrar under the Registration Act. This agreement shall be submitted by the JV firm to the Railways as per Railway's standard J.V. Agreement format before signing the contract agreement for the work. In case the JV partners fail to observe/comply with stipulations, other penal actions due shall be taken against partners of the JV and the JV by the Railways and we shall be banned from submission of bids in any works/ service tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS.
- 12 We shall furnish along with the tender requisite documents as mentioned under para 2.3.12.13 of the guidelines of Railway for participation of J.V. firms in works tender.

Declaration

It is to certify that we have not been black listed or debarred by the Railways or any other ministry/departments of the Govt. of India/State Govt. from participation intenders/contract in the past either in our individual capacity or the J.V. firm or partnership firm in which we were members/partners.

Lead Partner

(Name and Address)
Address)

Other Partner(s).

(Name and

Name and Address of the J.V. firm

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and year first before written.

M/s.....

M/s.....

.....

(Seal)

(Seal)

Witness:

(i). (Name & Address)

(ii). (Name & Address)

Signature of Tenderer(s)

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10.2 - Joint Venture Agreement

(The J.V. Agreement should be made on a Rs.100/- Non-Judicial Stamp paper, purchased in favour of the J.V. firm and there should not be more than six months time, from the date of purchase of those Non-Judicial papers and execution of the J.V. Agreement, on it)

JOINT VENTURE AGREEMENT

BETWEEN

M/s.....having its registered office at (hereafter referred to as) acting as the Lead Partner of the first part.

And

M/s.....having its registered office at(hereafter referred to as '.....') in the capacity of a Joint Partner of the other part.

(If more than two partners include the details accordingly).

Now, the Joint Venture formed by both the parties i.e. _____ and _____ will be known as M/s _____ (JV).

The expressions ofandshall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party"

1 WHEREAS; South Eastern Railway (hereinafter referred to as South Eastern Railway administration) has invited bids for(insert name of work and Tender Notice No.)

....."

And Whereas, the above parties to the Joint Venture have submitted the bid in the name of the said JV formed as per the MOU signed on dated..... and where as the said bid has finally been accepted by Railway Administration i.e. the Employer vide LOA No.....dated.....for the work of....., we M/s....., the lead partner and M/s....., the Joint Partner herewith sign the above formal JV agreement for registration of the above joint venture viz M/s..... and for entering into contract Agreement with Railway Administration, the "Employer".

2 NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS :

2.1 The 'Parties' have studied the documents, JV guidelines and have agreed to participate in submitting the 'Tender' jointly; signed the JV MOU and submitted the bid accordingly.

Signature of Tenderer(s)

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2.2 M/s....., the Lead Partner, shall be the lead member of the JV for all intents and purposes and shall represent the Joint Venture in its dealing with the Employer. The lead member on behalf of the Joint Venture firm shall be authorized to sign and submit all documents and subsequent clarifications, if any, to the Employer. However, he will not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner(s) which shall be expeditiously given by M/s..... to M/s.....

2.3 Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the Contract, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

3 The 'Parties' have resolved that the distribution of share, responsibilities, profits, losses and remuneration shall be as under:

a) Lead Partner's share :%;

Name

Responsibilities :i)

(Technical, Financial & other obligations)

ii)

iii)

b) Other Joint Venture Partner's share -----%

Name

Responsibilities:

i)

(Technical, Financial & other obligations)

ii)

iii)

c) Other Joint Venture Partner's share -----%

Name

Responsibilities:

i)

(Technical, Financial & other obligations)

ii)

iii)

4 The constitution of JV firm shall not be altered during the currency of the contract except when modification become inevitable due to succession laws etc. provided that the minimum eligibility criteria are not got vitiated. Failure to observe this stipulation shall be deemed to be breach of contract, which will entitle the employer. the South Esatern Railway Administration to take all consequential action as per contract conditions.

Signature of Tenderer(s)

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5 JOINT AND SEVERAL RESPONSIBILITY

The parties undertake that they shall be jointly and severally liable to the S.E..Railway acting through Chief Administrative Officer (Con), S.E..Railway, Kolkata or his assignees, for satisfactory execution and completion of the Project work in accordance with General and Special conditions of contract. The JV members shall also be liable jointly and severally for the loss, damages that may be caused to the South Eastern Railway Administration, acting through Chief Administrative Officer (Con), S.E.Railway, Kolkata and during the course of execution of the contract or due to non-execution of the contract or part thereof. The parties solemnly affirm and declare that every possible care will be taken by them for ensuring satisfactory execution and completion of the work awarded under the contract.

6 ASSIGNMENT TO THIRD PARTIES

No member of the Joint Venture firm shall have the right to assign or transfer the interest, right or liability in the contract without the written consent of the other members and that of the Employer (S.E.Railway) in respect of the said tender/contract.

7 GUARANTEES AND BONDS

The lead partner shall furnish all bonds/guarantees to the South Eastern Railway Administration in the name of J.V. Firm and on behalf of the J.V. Firm, which shall be legally binding on all the partners of the J.V. Firm

8 USE OF MACHINERY, INSTRUMENT, LABOUR FORCE etc.

For the execution of the respective portions of works, the parties shall make full arrangements to bring the required finance, plants and equipment, materials, manpower and other resources. However, the parties here to undertake that whatever the machinery, instruments, labour force, (including unskilled, skilled, inspectors, Engineer etc.) they possess at the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient execution of any portion of the work, the party/parties having the control over the said machinery, instruments, labour force etc. without having any regard to their share of profit and loss agreed to between the parties in Joint Venture Agreement shall hand over the same which shall be placed at the disposal of the other party actually executing that portion of the work at mutually agreed terms for the purpose of execution of the contract without any hindrance and obstacle.

9 DURATION OF JOINT VENTURE AGREEMENT

It shall be valid during the entire currency of the contract including the period of extension if any and the maintenance period after the work is completed and Security Deposit is released.

10 Name and address of the J.V. firm

(Indicate Address, Telephone No. and Fax Numbers of the J.V. firm)

11 Governing Laws: The J.V. Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

Signature of Tenderer(s)

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Declaration:-

It is to certify that we have not been blacklisted or debarred by the Railways or any other Ministries Departments of the Govt of India/State Govt from participation in tenders/contracts in the past either in our individual capacity or the JV Firm or Partnership Firm in which we were members/partners.

Lead Partner

Other Partner (s)

(Name & Address)

(Name & address)

Name & Address of the JV Firm:-

IN WITNESS WHEREOF, THE PARTIES, have executed this J.V. Agreement
_____the day, _____month and _____year.

For M/s.....

For M/s.....

.....

.....

.....

(Seal)

(Seal)

Witness:

(i). (Name & Address.....).

(ii). (Name & Address.....).

Place :

Date :

(The J.V. Agreement should be got registered before the registrar of Companies under Companies Act or before the Registrar/Sub-registrar under the Registration Act,1908 / Registrar Firms and Society)

Signature of Tenderer(s)**E-Tender Notice No. 4640-GRC-CE-C-SO-23-2026**

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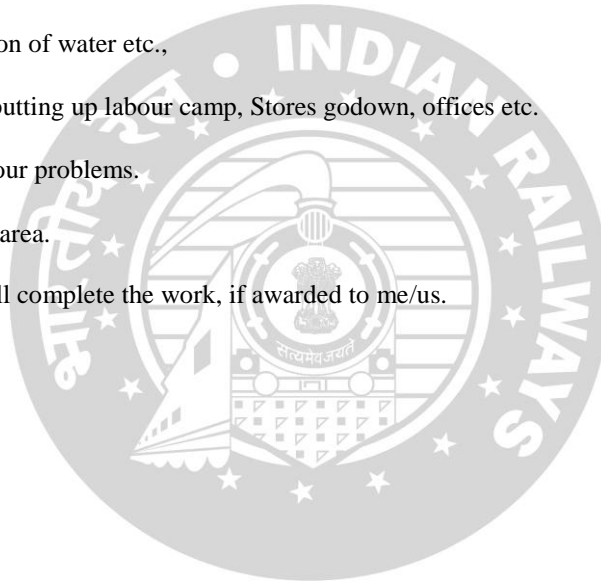
11 - CERTIFICATE OF SITE VISIT & FAMILIARISATION

11.1 I/We hereby solemnly declare that I/We have visited the site of said work and have familiarized myself/ourselves of the local working conditions in all respects and in particular the following:

- Topography of the area and existing road network (highways & village – Pucca&Katcha) and availability of service roads.
- Soil conditions at the site of work.
- Sources and availability of construction materials.
- Rates for construction materials.
- Availability of local labour, both skilled and unskilled and the prevailing labour rates.
- Availability of water & electricity.
- Flooding of area, stagnation of water etc.,
- Availability of space for putting up labour camp, Stores godown, offices etc.
- Industrial Relations &labour problems.
- Climate conditions of the area.

11.2 I/We assure that, I/We will complete the work, if awarded to me/us.

Signature of Tenderer(s)



Signature of Tenderer(s)

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12- INSTRUCTIONS TO TENDERER (S)

12.1 Documents Part of this Tender

Sl No	DocumentName	Published By	Referred in this Documents As
A	South Eastern Railway Unified Standard Schedule of Rates (Formation Works, Bridge Works and P. Way Works)-2021 with Correction slips issued up to date of closing of tender.	South Eastern Railway	SERUSSOR
B	Central Public Works Department (Delhi Schedule of Rates Vol-1 & 2)-2023 and (Delhi Schedule of Rates – Horticulture & Landscaping)-2020 (except Formation Works, Bridge Works and P. Way Works) with Correction slips issued up to date of closing of tender.	Central Public Works Department	CPWD
C	Indian Railways Unified Standard Specifications (Formation Works, Bridge Works and P. Way Works)-2021 with Correction slips issued up to date of closing of tender.	Indian Railways	IRUSS
D	Central Public Works Department Specifications (Delhi Schedule of Rates Vol-1 & 2) and (Delhi Schedule of Rates – Horticulture & Landscaping)(except Formation Works, Bridge Works and P. Way Works)-2019 with Correction slips issued up to date of closing of tender.	Central Public Works Department	CPWDS
E	Indian Railways Standard 'General Condition of Contract' (GCC)- April, 2022 with all correction slips and the instructions issued by Railway Board upto the date of closing of the tender. The document has been uploaded on Railway Board's website. It may be accessed through the path: " www.indianrailways.gov.in/railwayboard ">>"About Indian Railways">>"Railway Board Directorates">>"Civil Engineering">>"IR General Conditions of Contract">> "IR General Conditions of Contract-2022".	Indian Railways	GCC

Note: The terms "Correction slip" as referred to in this tender document includes the following terms also.

- Addendum slip
- Correction slip.
- Addendum slip and corrigendum slip which are issued in consecutive serials.

12.2 Company Profile:

12.2.1 Tenderer(s) should specifically and fully disclose in his/their respective tender, their respective constitutions and submit attested Photo copies of documents. The Railway Administration shall always have the liberty to demand production of the original of the said documents and also to make such further and other enquiries regarding the constitution of the Tenderer(s) as may be considered necessary.

12.3 Bid Security:

- (1) (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The bid security shall be as under:

Value of the Work	Bid Security
For all works	2% of the estimated cost of the work

Note:

- (i) The Bid Security shall be rounded off to the nearest Rs. 100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

Signature of Tenderer(s)

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(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

(c) If his tender is accepted, this Bid Security mentioned in sub para (a) above 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. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Para 12.26 of Tender Document** and shall be valid for a period of 90 days beyond the bid validity period.
- (3) **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
 - 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). **Nominated officials are Dy CE/Con/Works & Stores/GRC, S. E. Railway, Kolkata-700043 and Dy CE/Con/II/Kharagpur, Office of the Dy CE/Con/II/Kharagpur, S. E. Railway.**
 - 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.

12.4 (1) Security Deposit: The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor. Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

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The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

12.4 (2)(i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 51.(1) of GCC and
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and

Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1) of GCC, in case applicable.

12.4 (2) (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited.

12.4 (3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of GCC will be payable with interest accrued thereon.

12.5 Performance Guarantee (P.G):

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

(b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 12.5 (h) in any of the following forms:-

- (i) A deposit of cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per clause 12.29.

Note:

In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh insurance Surety Bond/fresh Performance Security, in any form as given above, before expiry of existing Insurance Surety Bond.

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- (vii) Deposit in the Post Office Saving Bank;
- (viii) Deposit in the National Savings Certificates;
- (ix) Twelve years National Defence Certificates;
- (x) Ten years Defence Deposits;

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(xi) National Defence Bonds and

(xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of PFA/SER (free from any encumbrance) may be accepted.

(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued but before signing of the contract agreement.

This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

(d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.

(g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

(iii) The Contract being determined or rescinded under clause 62 of GCC-2022 with latest Correction slips issued up to date of closing of tender of these conditions.

(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:

Bid quoted in % of advertised cost	Additional Performance Guarantee (%)
Below 0-5% (inclusive)	Nil
Below 5%	5%

12.6 General:

12.6.1 Non-compliance with any of the conditions set forth in this tender document, GCC is liable to result in the tender being rejected.

12.6.2 The instructions to the Tenderer(s), Special Conditions, SERUSSOR, CPWD, IRUSS, CPWDS&GCC shall be deemed to form a part of the tender document.

12.6.3 SERUSSOR, CPWD, IRUSS, CPWDS &GCC can be purchased on payment of an amount specified for copy of each volume on any working day during Office hours, subject to availability, from the Office of General Manager (Engineering), S.E. Railway, Garden Reach, Kolkata, 700 043. Standard RDSO drawings can be purchased from RDSO/Lucknow on any working day during Office hours. The drawings can be seen at concerned Dy CE/C's office or CAO/C's office on any working day during Office hours. Detailed drawings shall be issued to the contractor during execution of works.

12.6.4 The Submission of a Tender by a Tenderer(s) shall be deemed to imply that he has read, understood and abided by the conditions stated in tender document, SERUSSOR, CPWD, IRUSS, CPWDS &GCC.

12.6.5 The authority for the acceptance of the Tender will rest with the President of India acting through Railway Board (Ministry of Railways), General Manager, S.E. Railway, CAO/C/S.E. Railway and Chief Engineer/Con/S.E.Railway, who does not bind himself to accept the lowest or any other Tender nor does he undertake to assign reason for declining to consider the Tender. The Railway reserve the right to accept the Tender either for the full quantity of work or part thereof or divide the works amongst more than one tenderer without assigning any reason for such actions.

12.6.6 Should a Tenderer(s) find discrepancies in or omission from the drawings or any of the Tender Forms, or should be in doubt as to their meanings, he/they should at once notify the authority inviting Tender who may send a written instructions to all Tenderer(s). It should be understood that every endeavor has been made to avoid any error which may materially affect the basis of the Tender and the successful Tenderer(s) shall take upon himself/themselves and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

Signature of Tenderer(s)

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- 12.6.7 Tender documents in which Tenderer(s) submits Tender shall become the property of the Railway and the Railway shall have no obligation to return the same to the Tenderer(s).
- 12.6.8 Before submitting a Tender, the Tenderer(s) will be deemed to have satisfied himself/themselves by actual inspection of the site and locality of the work all conditions likely to be encountered during the execution of the works. It is understood that Tenderers have taken into account all factors and rates he/they enters/enter in the Tender forms are adequate and all-inclusive, to accord with the provisions in Clause –37 of the GCC.
- 12.6.9 The Agreement to be executed shall be on the Agreement Form for the works of the S.E. Railway except as specifically varied by these Tender papers, as well as provisions contained in the Tender Documents shall form part of the contract. All certificates submitted by Tenderer including programme & completion of work shall be the part of the agreement.
- 12.6.10 **Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.
- 12.6.11 In case of non acceptance of a Tender by the Railway Administration for any reason whatsoever, the Tenderer(s) cannot claim for the expenses incurred by him in submitting the Tender for the work or for any other account.
- 12.6.12 **Permission to Bid for a bidder from a country which shares Land boundary with India:** Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.
- 12.6.13 **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 shall not 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.
- 12.7 Death of Tenderer:**
- 12.7.1 If a Tenderer(s) expires after the submission of his Tender or after the acceptance of his Tender, the Railway shall deem such Tender as cancelled. If a Partner of a Firm expires after submission of their Tender or after the acceptance of their Tender the Railway shall deem such Tender as canceled unless the Firm retains its character legally acceptable.
- 12.8 Notwithstanding the fulfillment of eligibility criteria by the tenderer, Railway reserves the right to reject/accept the tender after considering the various circumstances of the individual case.**

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12.9 Variation in extent of contract:

12.9.1 Modification to Contract to be in Writing: In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.

12.9.2 (1) Powers of Modification to Contract: The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

12.9.2 (2) (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.

(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates

- a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- d. Variation to quantities of Minor Value Item:
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.
 - d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

12.9.3 Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in para 12.9.2 (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of para 12.9.2 (2) above shall be paid for at the rates determined under Clause-39 of GCC.

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12.9.4 (i) A contract shall be considered “vitiated” only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded.

SN	Value of Contract	Percentage difference between present Contractor and new L-1 as a result of variation (percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor).
1	Small value contracts (Tender Value less than Rs. 50 lakh)	10
2	Other than small value contracts (Tender value equal to or more than Rs. 50 lakh).	5

(ii) When the percentage difference between present contractor and new L-1 is becoming beyond the above values, the following action shall be taken.

The Railway Administration should immediately examine whether it is practicable to bring in a new Agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and layout of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.

The above shall be regulated as under:

- (a) The case shall be decided by the tender accepting authority(competent for the revised quantity) and shall not be treated as a case of single tender.
- (b) Executives while executing the work shall make all efforts to ensure that no vitiation takes place in normal circumstances. Vitiation should be an exception rather than a routine affair.
- (c) Vitiation should always be computed with respect to the items, rates, quantities and conditions as available at the time for Tender Opening and subsequent changes/additions by way of new items will not be counted for computing vitiation.

12.10 Disaster management:

The Railway administration in case of accidents/natural calamities involving human lives can draw all the required vehicles, plants, machinery tools, and equipment of contractors. For payment purposes thereof the item will be operated as a non-schedule (NS) item as per the existing norms and powers delegated to the Railways.

12.11 Release of Payment through RTGS/NEFT:

- 12.11.1 Tenderers are to give vendor mandate form as per the format available in tender document/chapter-4 for receipt of payment through RTGS/NEFT. Also the tenderers are to fill up the said particulars during submission of tenderers.
- 12.11.2 Tenderer to provide the details of Bank A/c in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & address, Account type, Bank A/c No. and Bank & Branch Code as appearing on MICR cheque issued by bank.

- 12.11.3 Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information.

12.12 Bank Guarantees (BGs) as per format at Para 12.13 to be submitted by contractors should be sent directly to the concerned authorities by the issuing Bank under Registered Post with A.D./Speed Post.

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12.13 Bank Guarantee Bond from any scheduled commercial bank of India

(On non-judicial stamp paper of the appropriate value in accordance with the stamp Act, which should be in the name of the Executing Bank).

Name of the Bank: -----

President of India,

Acting through Dy CE/Con/W&S/GRC (*Designation & address of Contract Signing Authority*),

S. E. Railway,

Beneficiary: PFA, S. E. Railway

Date:-----

Bank Guarantee Bond No.:**Date:-----**

In consideration of the President of India (herein after called "**The Government**") acting through Dy CE/Con/W&S/GRC (*Designation & address of Contract Signing Authority*), S. E. Railway, Garden Reach, Kolkata, having agreed to exempt ----- (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of **Letter of Acceptance** No. -----dated: ----- for the work of ----- (hereinafter called "the said **Letter of Acceptance**"), of **PERFORMANCE GUARANTEE** for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said **Letter of Acceptance**, on production of a bank Guarantee for Rs. ----- (Rupees ----- only), we, ----- (indicate the name of the bank) ----- with its Branch ----- [*Insert Address*] having its Headquarters office at ----- [*Insert Address*], hereinafter called the **Bank**, acting through ----- [*Insert Name and Designation of the authorised persons of the Bank*], have, at the request of ----- (contractor(s)) do hereby undertake to pay to the **Government** an amount not exceeding Rs. ----- against any loss or damage caused to or suffered or would be caused to or suffered by the **Government** by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said **Letter of Acceptance/Agreement**.

2. We ----- (indicate the name of bank) ----- do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the **Government** stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the **Government** by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said **Letter of Acceptance/Agreement** or by reason of the Contractor(s) failure to perform the said **Letter of Acceptance/Agreement**. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. -----.

3. We undertake to pay to the **Government** any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/supplier(s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) /supplier(s) shall have no claim against us for making such payment.

4. We, ----- (indicate the name of bank) ----- further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance/of the said **Letter of Acceptance/Agreement** and that it shall continue to be enforceable till all the dues of the **Government** under or by virtue of the said **Letter of Acceptance/Agreement** have been fully paid and its claims satisfied or discharged or till ----- (*Designation & address of Contract Signing Authority*), Ministry of **Railway** certifies that the terms and conditions of the said **Letter of Acceptance/Agreement** have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ----- we shall be discharged from all liability under this guarantee thereafter.

5. We, ----- (indicate the name of Bank) ----- further agree with the **Government** that the **Government** shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said **Letter of Acceptance/Agreement** or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the **Government** against the said Contractor(s) and forbear or enforce any of the terms and conditions relating to the said **Letter of Acceptance/Agreement** and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the **Government** or any indulgence by the **Government** to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

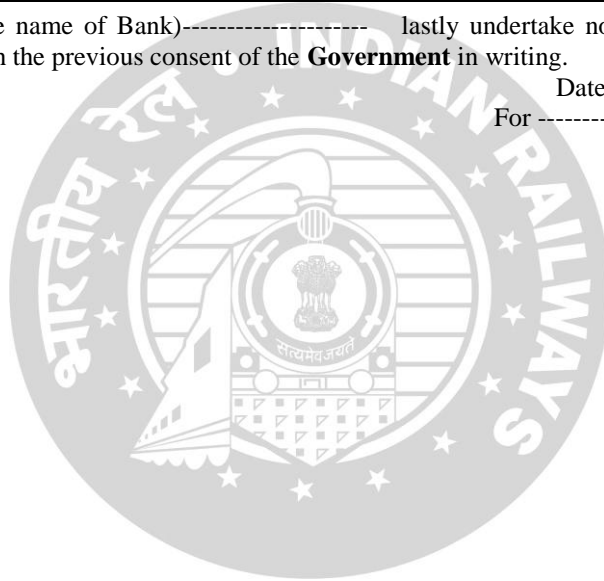
7. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

8. We, -----(indicate the name of Bank)----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the **Government** in writing.

Dated the ----- day of -----202---

For -----
(indicate the name of bank)



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12.14 Programme of works:

12.14.1 Within 21 days of receipt of Letter of Acceptance, the contractor shall submit the programme of works indicating the order in which the contractor proposes to carry out the works. The work should be started simultaneously at two or more location in sections with two separate set of organisational set up by the Agency for faster progress of work. The programme shall indicate the date of possession of site, submittal dates, forecast dates, critical path(s) and sequence of work activities necessary to achieve the completion date of the work. If any time, it appears that the actual progress of the execution of works does not conform to the programme due to delay in site possession for want of land acquisition, the contractor shall produce revised programme necessary to ensure completion of works by its relevant dates, duly taking into account any extension of time granted on account of delay in land acquisition. The construction programme shall contain as minimum requirement.

- Site possession
- Mobilization/Demobilization
- Soil Investigation works
- Establishment and Preliminary works (i/c Design and drawing)
- Earth works and Drainage works
- Track works
- Structural works (Bridges, subways, Culvert etc.)
- Buildings (Station, Halts, Yards, Depots, Staff Quarters etc.)
- Testing and Commissioning
- Contractual date(s) of finishing Construction

12.15 Tenderer(s) should submit **detailed programme for completion of work**. They should compute resource requirement on monthly basis and submit to the Railways along with the tender. A statement of resources proposed to be deployed at work site on monthly basis should also be submitted to Railways for the same purpose.

12.16 The contractor will be required to **submit monthly progress report** by 5th of every month to Dy.CE and CE/C office by updating this progress. In case of non-submission of monthly progress report, a penalty of Rs. 10,000/- per month will be deducted from contractor's payment.

12.17 The contractor shall arrange to take minimum **50 nos of colour photographs every quarter** at various stages during execution of the work. The contractor shall supply two colour prints of each of the photographs taken in albums at every quarter of the year. Each photograph in the album shall be suitably captioned. Digital copies of the same should be submitted in two separate CDs. Failure to submit the requirements, as above will attract a penalty of Rs.2000 per quarter will be deducted.

12.18 The contractor will take **video films of important activities** of the work and should be delivered to the Engineer in charge of minimum 45 minutes at every quarter of a year, failing which a penalty of Rs.2000 will be charged for every quarter of failure. It shall contain narration of activities in English.

12.19 This clause is applicable for works costing above 10 Cr. The contractor shall set up **temporary site office for Railway officials of approximately 500 sq.ft area** having at least three chambers with toilet, and modular furniture at site. The site office must be equipped with Computer, printer, photocopier, fax along with consumables. Staff conversant with computer working shall be available for day to day working. All relevant codes, manual, railway specifications shall be arranged at the site office by the contractor. This site office should be made available and functional within three months of award of the contract failing which a penalty of Rs.20000/- per month (after three months period) shall be imposed.

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12.20.1 Method Statement for Execution of Works: The contractor shall submit, within 21 days of the receipt of the Letter of Acceptance, Method statements supported with Bar Chart as listed below considered as a minimum. The contractor shall submit, in addition, all Method Statements he considers as necessary to explain in sufficient details his approach in executing the contractual works and meeting all deadlines as required in the Government Requirements. The Method Statements shall describe and explain in sufficient detail how the Contractor wants to execute the different parts of the works to meet the contractual requirements. The Agency should adopt all improved mechanisation process in works for speedy progress of work at agency's own interest.

- Soil Investigation
- Site Installation, Mobilization and Demobilization
- Earthworks and Blanketting works
- Formwork and Scaffolding
- Concrete Works (Bridges, Culverts, Subways etc.)
- Bridge girder assembly and launching
- Structural Steelworks
- Track Works
- Project Management, Project Organization, Project Control
- Quality Management and Quality Control.

12.20.2 Quality Assurance Plan (QAP): For works costing above 8 Cr., within 21 days of receipt of letter of acceptance, the contractor shall submit the Quality Assurance Plan in sufficient details covering major items of the contract for approval of Engineer.

(A) The contractor shall establish a Quality Control Mechanism, Quality Assurance Plan (the "Quality Assurance Plan" or "QAP"), Material Testing Plan (the "Material Testing Plan" or "MTP") and Method Statements for execution of works (the "Method Statements" or "MS") in consultation of Railway Engineer.

(B) The contractor shall, within 21 (Twenty one) days of the issue of LOA, submit to the Railway Engineer its Quality Control Mechanism, QAP, MTP and MS which shall include the following:

- (i) Organization, duties and responsibilities, procedures, inspections and documentation;
- (ii) Quality control mechanism including sampling and testing of Materials, tests required during the execution of works and frequencies by contractor and Railway Engineer or its representatives, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, check list for site activities, and proforma for testing and calibration in accordance with the Specifications and Standards and Good Industry Practice; and

(C) The contractor shall carry out internal audits of the Quality management System regularly, and at least once every 6 months. The contractor shall submit to the Engineer a report listing the results of each internal audit within 7 days of completion. Each report shall include, where appropriate, the proposed measures to improve and/or rectify the Quality Management System and/or its implementation.

(D) The Railway Engineer shall convey its comments to the contractor within a period of 21 (twenty-one) days of receipt of the QAP stating the modifications, if any, required, and the contractor shall incorporate those in the QAP to the extent required.

(E) The contractor shall procure all documents, apparatus and instruments, fuel, consumables, water, electricity, labour, Materials, samples, and qualified personnel as are necessary for examining and testing the Project Assets, Materials and workmanship in accordance with the Quality Assurance Plan.

(F) The cost of testing of Construction, Materials and workmanship under this Article shall be borne by the contractor.

Note: All the cost will be borne by the contractor. No extra payment shall be made for this by Railway.

12.20.3 Establishing Laboratory at Site: In all tenders costing more than 10 Cr. Above contractor shall construct site laboratory with adequate furnishings and fixtures to do various tests on soil, aggregates, concrete, reinforcement, water, cement etc. The site laboratory should have adequate space to accommodate all required equipments for various tests related to the contract. Minimum equipments required for this work are as below:

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List of Laboratory Equipment -

Sl. No.	DESCRIPTION OF EQUIPMENT	Unit
A.	<u>EARTH WORK.</u>	
(a)	IS set of sieves sizes 20mm, 19mm, 10mm, 4.75mm, 2 mm 600 mic, 425 mic., 212 mic., 75 mic. with base & top lid	2 Sets
(b)	Hand operated sieve shaker for above sieves	1 No
(c)	BALANCE	
	a) Pan balance 10 Kg. Capacity (with 1.0 gm Least Count).	1 No.
	b) Electronic balance 500 gm capacity (with 0.1 gm Least Count).	1No.
(d)	Field density apparatus complete.	
	a) Sand replacement.	2 Sets.
	b) Core cutter with dolly	5 Sets.
(e)	Modified heavy Proctor density apparatus full unit.	2 Sets
(f)	Liquid Limit apparatus hand operated with counter & grooving tools.	2 Sets
(g)	Shrinkage limit apparatus	1 No.
(h)	Stainless steel spatula - 25cm long	2 Nos.
(i)	Porcelain bowl for LL - 15cm dia.	3 Nos.
(j)	Aluminum dish with lid – 5cm dia.	4 Nos.
(k)	Wash bottle - 1 lit. capacity 500ml capacity	6 Nos.
(l)	Glass plate 10mm thick 50x50 cm	2 Nos.
(m)	Ground glass 5mm thick 50x50 cm	2 Nos.
(n)	a) Enameled trays 45x30cm	3 Nos.
	b) Enameled trays 20x20cm	3 Nos.
(o)	a) Enameled plates 6 inch dia	10 Nos.
	b) Enameled plates 8 inch dia.	10 Nos.
	c) Enameled plates 10 inch dia.	10 Nos.
(p)	Frying pans	3 Nos.
(q)	Stove janta	2 Nos.
(r)	Straight edge 300mm long	3 Nos.
(s)	Grain size analyser of fines a) Hydrometer	2 Nos.
	Grain size analyser of fines b) Thermometer 0 to 50 c	2 Nos.
	Grain size analyser of fines c) Glass cylinder 1000cc capacity with 60mm dia.	5 Nos.
(t)	Desiccators as IS –6128	2 Nos.
(u)	Can of 10 litre capacity for distilled water Wooden mortar and pestle.	3 Nos
(v)	Specific gravity test apparatus.	1 No.
(w)	Density bottle-50ml capacity Glass cylinder 100 cc capacity (for 1 Free Swell index test)	2 Nos.
(x)	Oven- thermostatically controlled to maintain a temperature 105-110c	2Nos.
(y)	Consumable Item - (a) Sieve brush	1 No.
	(b) Wire brush	
	(c) Sodium carbonate	
	(d) Sodium hexa meta phosphate.	
	(e) Kerosene	
	(f) Mercury	
	(g) Additional Equipment -Hand auger 150mm dia with extension rod.	
	(h) Sampling tube 100mm dia. And 450mm length	
(z)	Equipment for Determination of EV2 test	1 Set
B	<u>CONCRETE WORKS</u>	
(a)	Cube Moulds of adequate numbers & sizes	45
(b)	Slump Test Apparatus with all accessories.	12
(c)	Marsh Cone.	1
(d)	Pycnometer 1 ltr.	3
(e)	Pycnometer 500 ml.	3

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(f)	Flakiness and Elongation Gauges each one	2
(g)	Aggregate impact Value Test Apparatus including all accessories.	1
(h)	Bulk density set.	1
(i)	Density Basket	1
(j)	Sieves 450 mm internal dia confirming to IS: 460 of size varying 2.36mm to 80.00mm	0
(k)	Lid & Pan.	2
(l)	Brass Sieves 200 mm internal dia confirming to IS: 460 of size varying 45 Microns to 4.75mm	0
(m)	Lid & Pan	3
(n)	System for measuring water penetration in six concrete samples. Complete with required compressor, constant pressure arrangement, tubing and leak proof clamping arrangement as per DIN1048 Specifications. Constant pressure to be maintained during the test.	3
(o)	Crushing Valve.	1
(p)	Standard Weight Set for calibration of balances.	2
(q)	Steel Scoop Small	3
(r)	Oven for moisture content weights as required for various tests including moisture content.	1
(s)	Permeability test arrangement	Applicable only in case of Major Bridges
(t)	Compressive strength testing machine	
(u)	Equipment for detecting density of Bentonite	
(v)	Equipment for detecting Marsh cone viscosity of Bentonite	
(w)	Equipment for detecting pH value of Bentonite	
(x)	Equipment for detecting Sand Content of Bentonite	
(y)	Equipment for detecting Liquid Limit of Bentonite	
(z)	Equipment for Load transfer test	
(z) (a)	Static load test with tendon – anchorage assembly	

Note:

1. The above list of equipments is indicative only. The same may vary as per the actual requirement as decided by the Engineer-in-Charge.

2. The contractor shall setup the lab and should be made available and functional in two month from the date of issue of LOA or the physical commencement of the work at site, whichever is later, failing which a penalty of Rs.5000/- per day shall be imposed.

Note: All the cost will be borne by the contractor. No extra payment shall be made for this by Railway.

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12.21 SPECIMEN FORMAT OF INDEMNITY BOND FOR GOODS AND SERVICES TAX (GST) OR ANY OTHER TAXES

(On Stamp paper of Rs.100/-)

1. This Indemnity Bond is executed on thisTwo thousand ,by (Name of Contractor) (hereinafter called Contractor) a company incorporated under the Companies Act,1956, having its registered office at.....in favour of the President of India acting through the Chief Administrative Officer (Con)/Chief Engineer(con)/Dy CE(con), South Eastern Railway, Garden reach, Kolkata 700 043 hereinafter called the 'Railway' which expression shall include its successors and assigns).
2. Whereas, the indemnifier has entered into a contract bearing LOA No.dt..... for execution of(name of work)
3. AND Whereas, in terms of Clause no. 13.26 of the Special Conditions of Contract(Name of Contractor) of the said contract the indemnifier is required to execute an Indemnity Bond in favour of 'Railway' against any claim by Govt./Local Bodies for all taxes, Duties and Royalty etclevied by State Government and/or central government/Local Body.
4. Now, by this Indemnity-Bond,(Name of the Contractor) undertakes as under:
 - (a)That(Name of Contractor) hereby undertakes and binds himself to act as per condition of the LOA No.Dated.....and undertakes to indemnify, the South Eastern railway represented through Chief Administrative Officer (Con))/Chief Engineer(con)/Dy CE(con), South Eastern Railway, Garden Reach, Kolkata 700 043 against any claim by Govt./ Local body for all taxes, Duties and royaltyetc levied by State Govt./Central govt./ Local bodies.
 - (b) That(Name of Contractor) hereby indemnify and save harmless the Railway from and against all actions, suit proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
5. That this Bond shall be irrevocable during its period and shall remain in full force and effect till it discharged by 'Railway' in writing.
6. In witness whereof,(Name of Contractor) has hereto set its hand through its authorized representative under the seal of the company on this day, month and year first above mentioned.

EXECUTANT

Witness (with address)

(i)

(ii)

Signature of Tenderer(s)

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12.22 SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

For these matters clause 63 and clause 64 of GCC is to be referred.



Signature of Tenderer(s)

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Reference -Para 6.1 of ITT of GCC

12.23 FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

I.....(*Name and designation*)**appointed as the attorney/authorized signatory of the tenderer,
M/s..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No. of(*Railway*)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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 (*insert name of the tenderer*) **.....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)

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

Signature of Tenderer(s)

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Reference -Para 6.1 of ITT of GCC

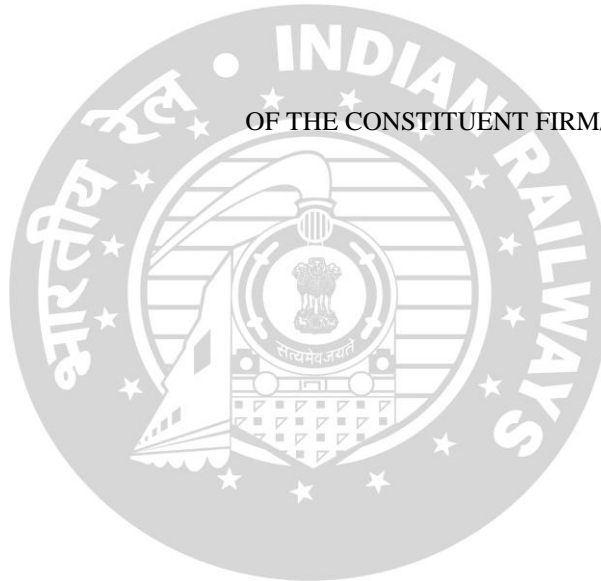
12.23A (This certificate is to be given by attorney/authorized signatory/each member of Partnership.firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc.)

I/We..... (Name), attoney/authorized signatory of the.....
 (constituent firm/constituent partner) and member/partner of the.....
 (tendering firm) hereby solemnly affirm and state as under:

1. I/we certify that (constituent firm/constituent partner) 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.
2. 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),

SEAL AND SIGNATURE
 OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:
 Date:



Signature of Tenderer(s)

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12.24 SPECIMEN FORMAT FOR COMPLETION CERTIFICATE BY GOVT./SEMI GOVT./ PUBLIC SECTOR UNDERTAKING/ AUTONOMOUS BODIES/ MUNICIPAL BODIES FOR WORK DIRECTLY AWARDED BY THEM

(Completion Certificate by Govt./Semi Govt./ Public Sector Undertaking/ Autonomous bodies/
Municipal bodies for work directly awarded by them)

Name of Organization

Postal address, Phone No., Email ID, Fax No.

Letter No.

Date:

(a)	Name of work		
(b)	Contract Agreement (C/A) No. and date		
(c) (i)	Name of Firm/Organization with address (Contractor)		
(c) (ii)	In case of JV..... Name and % share of individual firms.		
(d)	Original value of contract agreement.		
(e)	Final value of contract as completed. (if final bill paid)		
(f)	Date of award of contract		
(g)	Has the work physically been completed satisfactorily in all respect as per contract agreement?		(Yes/No)
(h)	If yes, then actual date of physical completion.		
(i)	Total payment made in above contract till the date of opening/closing of present tender.		
(j)	In case of composite work: Component of payment made in respect of similar nature of work e.g. earthwork /Track/Bridges etc. (as defined in eligibility criteria) out of the total payment made under Sr. No. (i) above.		

I hereby certify that above mentioned work has been physically completed in all respect as per contract agreement. Performance of the contractor while executing the work had been satisfactory.

(Signature)

Name and Designation of officer

Mobile No. of officer

Seal of officer

Note: (i) Copy of certificate duly attested shall be submitted along with e-tender.

(ii) Payment made as indicated in above certificate will be considered as value of completed work for the purpose of eligibility.

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Reference -Para 10.3 & 17.15.3 of Tender Form (Second Sheet) of Annexure I of ITT of GCC

12.25 TENDERER'S CREDENTIALS (BID CAPACITY)

_____ RAILWAY

For tenders having advertised value more than Rs 10 crore wherein eligibility criteria include Bid Capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

Available Bid Capacity = $[A \times N \times 2] - 0.33 \times N \times B$

Where,

A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of work for which bids has been invited.

B = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender.

Note:

- (a) The Tenderer(s) shall furnish the details of -
 - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and
 - (ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.
- (b) In case if a bidder is JV, the tenderer(s) must furnish the details of
 - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and
 - (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.
- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

Signature of Tenderer(s)

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Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT of GCC

12.25.1 Each Bidder or each member of a JV must fill in this form separately:

Certificate for arriving the value of 'A' for Bid Capacity

NAME OF BIDDER/JV PARTNER:

Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress (=Value of 'A' related to Bid Capacity)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Value of 'A' related to Bid Capacity			

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.

(Signature of Chartered Accountant)

Name of Chartered Accountant: _____

Registration No: _____

(Seal)

UDIN:

Note: Any certificate issued by the Statutory Auditor/Chartered Accountant must include Unique Document Identification Number (UDIN). The certificate not accompanied by UDIN, such certificate shall be summarily rejected.

Signature of Tenderer(s)

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12.25.2- Certificate for arriving the value of 'B' for Bid Capacity –

Bidders and each partner to a JV Firm should provide information on their current commitments on all contracts that have been awarded, or which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued. The details are to be submitted as per following:

NAME OF BIDDER/JV PARTNER:

Sl No	Des-cription of work	Letter of acceptance No. & date	Name&address of Employer, Tel./Fax/ e-mail	Value of Contract in Rs.	Stipulated Period of completion	Value of Balance work	Value of Balance work (considering the share of JV partner in that JV firm, if any)	Anti-cipated date of Completion	Value of Balance Work to be executed/ completed in next 'N' Years

Note for para 12.25.2:

(a) The Tenderer(s) shall furnish the details of -

- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and
- (ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(b) In case if a bidder is JV, the tenderer(s) must furnish the details of

- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and
- (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.

(d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".

(e) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

SEAL AND SIGNATURE OF THE BIDDER

(Signature of Chartered Accountant)

Name of Chartered Accountant: _____

Registration No: _____

(Seal)

UDIN:

Note: Any certificate issued by the Statutory Auditor/Chartered Accountant must include Unique Document Identification Number (UDIN). The certificate not accompanied by UDIN, such certificate shall be summarily rejected.

Signature of Tenderer(s)

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Para 5 of the Instructions to Tenderers of GCC

12.26 Bank Guarantee Bond for Bid Security from any scheduled commercial bank of India

(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

President of India,

Acting through Dy CE/Con/W&S/GRC (*Designation & address of Contract Signing Authority*),

S. E. Railway,

Beneficiary: PFA, S. E. Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through Dy CE/Con/W&S/GRC (*Designation & address of Contract Signing Authority*), S. E. Railway, Garden Reach, Kolkata (hereinafter called "The Railway") having invited the bid for _____ through Notice inviting tender (NIT) No. _____, We have been informed that *[Insert name of the Bidder]*..... (**hereinafter called "the Bidder"**) intends to submit its bid (hereinafter called "the Bid").

WHEREAS, the Bidder is required to furnish Bid Security for the sum of *[Insert required Value of Bid Security]*, in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS,*[Insert Name of the Bank]*, with its Branch*[Insert Address]* having its Headquarters office at..... *[Insert Address]*, hereinafter called the **Bank**, acting through*[Insert Name and Designation of the authorised persons of the Bank]*, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of *[Insert required Value of Bid Security]* as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....*[insert date of issue]*till*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

Signature of Tenderer(s)

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10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

Date

Place.....

.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.].....

[P/Attorney] No.

Witness:

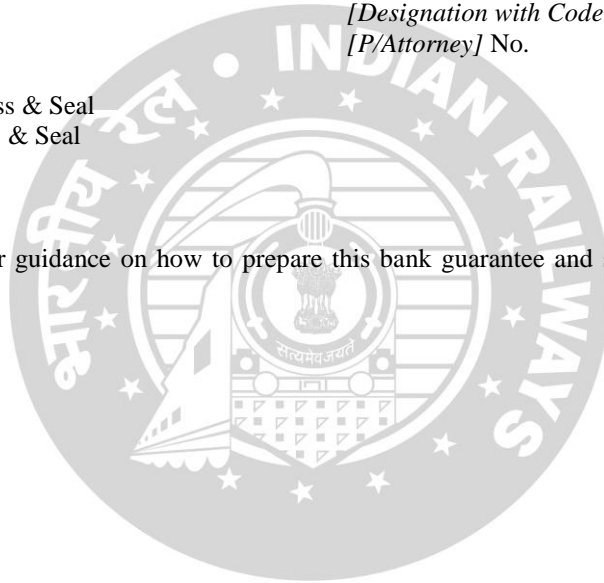
1 Signature, Name & Address & Seal

2 Signature, Name & address & Seal

Bank's Seal

[P/Attorney]No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.



Signature of Tenderer(s)

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Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT of GCC

12.27 Each Bidder or each member of a JV must fill in this form separately:

NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

3. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years. 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.
4. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
5. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports. _____

(Signature of Chartered Accountant)

Name of Chartered Accountant: _____

Registration No: _____

(Seal)

UDIN:

Note: Any certificate issued by the Statutory Auditor/Chartered Accountant must include Unique Document Identification Number (UDIN). The certificate not accompanied by UDIN, such certificate shall be summarily rejected.

Signature of Tenderer(s)

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12.28 Force Majeure Clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

12.28A Extension of Time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of GCC or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.
- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 12.28A(i) or/and 12.28A(ii) or/ and 12.28A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

Signature of Tenderer(s)

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12.28B Extension of Time with Liquidated Damages (LD) for delay due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 12.28 and 12.28A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII of GCC) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

S.No.	Duration of extension of time under Clause 12.28B	Rate of Liquidated Damages
(i)	Up to Twenty Five percent of original period of completion including period of extension of time granted under Section 12.28A(i)	As decided by Engineer, between 0.01% to 0.05% of contract value for each week or part of the week
(ii)	Above Twenty Five percent but upto Fifty percent of original period of completion including period of extension of time granted under Section 12.28A(i)	0.10 % of contract value for each week or part of the week
(iii)	Above Fifty percent of original period of completion including period of extension of time granted under Section 12.28A(i)	0.30 % of contract value for each week or part of the week

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of GCC, whether or not actual damage is caused by such default.

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 12.28B, further request(s) for extension of time under clause 12.28A can also be considered under exceptional circumstances. Such extension(s) of time under clause 12.28A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 12.28B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 12.28B.

Signature of Tenderer(s)

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12.29 Insurance Surety Bond for Performance Security (Accepted from SBI General Insurance Company Limited only)

Name of the issuer of surety bond:

President of India,
Acting through Dy CE/Con/W&S/GRC,
South Eastern Railway.

Date:

Surety Bond No: _____

Issue Date: _____

Amount of Bond: _____

Expiry Date: _____

WHEREAS, In consideration of the President of India acting through Dy CE/Con/W&S/GRC (Designation & address of contract signing authority) _____ Railway, _____ (hereinafter called "The Railway") having accepted the bid of M/s _____ hereinafter called the contractor, for the work of _____ under invitation for bids No. _____ Dated _____, Vide Letter of Acceptance No. _____

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of Rs. _____ (Rupees. _____ Only), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

SB No.

Date:

WHEREAS, we, _____, (Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorised person of the Surety], have, at the request of the M/s. _____ contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of authorized representatives of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of Rs. _____ (Rupees _____ Only) as above stated.

2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.

3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.

4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.

5. The Surety Bond shall be unconditional and irrevocable.

6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.

7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.

8. This Bond is valid and effective from the date of its issue, which is [insert date of issue].

The Bond and our obligations under it will expire on _____ (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.

9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.

10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.

Signature of Tenderer(s)

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11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.

12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.

13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.

14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

a. Our liability under this Surety Bond shall not exceed Rs. _____ (Rupees _____ Only).

b. This Surety Bond shall be valid up to _____ (being the date of expiry);

c. Unless the bank is served a written claim or demand on or before _____ (date of expiry) all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated _____ the day of 20__

15. The Insurance Surety Bond shall be verified by sending mail to [customer.care@sbgeneral.in].

Place _____

Bank's Seal and authorized signature(s)

[Name in Block letters] _____

[Designation with Code No.] _____

[P/Attorney] No. _____

Witness

1.

2.

Signature of Tenderer(s)

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12.30 Details of works completed/substantially completed* by the tenderer(s) during last seven years

Sl N o.	Name of work and contract agreement number	Natu re of work	Name and address of client/deptt.	Original/ Present revised value of contract	Schedule/Ext ended date of completion	Actual date of completion for completed work	Payment received up to date		Gross value of final bill including PVC for completed work
							Includi ng PVC	Excludin g PVC	
1	2	3	4	5	6	7	8	9	10

*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.

In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

In case of substantially completed completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports. _____

(Signature of Chartered Accountant)

Name of Chartered Accountant: _____

Registration No: _____

(Seal)

UDIN:

Note: Any certificate issued by the Statutory Auditor/Chartered Accountant must include Unique Document Identification Number (UDIN). The certificate not accompanied by UDIN, such certificate shall be summarily rejected.

Signature of Tenderer(s)

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13 -SPECIAL CONDITIONS OF CONTRACT

13.1 General:

13.1.1 The Special Conditions of Contract therein and Instructions to Tenderer(s) and the stipulations made in the Schedules items of quantities and rates shall govern the works under this contract, in addition to and/or in part suppression of the SERUSSOR, CPWD, IRUSS, CPWDS and GCC.

13.2 Order of Precedence of Documents:

13.2.1 In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- i. Letter of Award/Acceptance(LOA)
 - ii. Bill(s) of Quantities
 - iii. Special Conditions of Contract
 - iv. Technical Specifications as given in tender documents
 - v. Drawings
 - vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
 - vii. Indian Railways Unified Standard Specification (IRUSS) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
 - viii. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
 - ix. Indian Railways Unified Standard Specifications (Works and Material) 2021 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
 - x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
 - xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- 13.2.2 In case of conflict between Instruction to tenderers and any of the notes in Drawings, Special conditions of contract therein and Schedule of items, quantities and rates, the decision of Chief Engineer (Con) shall be final and binding on the contractor(s).
- 13.2.3 Any specifications/conditions stated by the Tenderer(s) in the covering letter submitted by him along with the tender shall be deemed to be a part of the contract only to such an extent as has been expressly accepted by the Railway.
- 13.2.4 All measurements, methods of measurements, meaning and item of specifications and interpretation of Special Conditions of therein made by the Engineer on behalf of the Railway shall be final and binding on the contractor and shall be considered as "Excepted matters" in terms of conditions No. 63.1 of GCC.

13.3 Agreement: All expenses in drawing up to agreement and cost of stamp duty, if any shall be borne by the contractor.

13.4 Change of address: Any change in the address of the contractor shall be forthwith intimated in writing to the railways. The Railways will not be responsible for any loss or inconvenience suffered by the contractor on account of his failure to comply with this clause.

13.5 Cancellation of document: The cancellation/change of any document such as power of attorney, partnership deed etc. shall forthwith be communicated by the Contractor to the Railway in writing failing which the Railway will have no responsibility or liability for any action on the strength of said document.

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- 13.6 Dissolution of Contractor's Firm:** If the Contractor's firm is dissolved due to death or retirement of any partner or for any reasons whatsoever before fully completing the whole work or any part of it undertaken by the Principal agreement, the partners shall remain jointly, severally and personally liable to complete the whole work to the satisfaction of the Railway and to pay compensation for loss sustained if any, by the Railway due to such dissolution. The General Manager of the Railway shall decide the amount of such compensation and his decision in the matter shall be final and binding on the Contractor(s).
- 13.7 Deployment of plant and machinery:** The deployment of plant and machinery including moving machines shall be such as not to infringe or cause damage to Railway track or any other Government or private properties. Operations of such equipment involving infringement to moving dimensions prescribed in the Handbook of the Schedule of Dimensions of the Railway shall not be undertaken without the prior approval of the Engineer-in-charge. Contractor/s shall be wholly responsible for any losses or damage or injury to any person or any death resulting from violation of this clause.
- 13.7.1 Use of new materials secured with Govt.'s assistance:** Where any new materials for the execution of the contract are procured with the assistance of the Railway, either by issue from Railway stocks or purchased under arrangements made or permits or licenses issued by the Government, the contractor shall hold said materials as a trustee for the Railways and use such materials economically and solely for the purpose of the Contract for which they are issued and not dispose them off without the permission of the Railway. He shall also return if required by the Chief Engineer (Con)/S.E. Railway, Garden Reach to such destination as may be directed, all or part of surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on payment of such price as Chief Engineer (c)/ S.E. Railway, Garden Reach may fix with due regard to the conditions of the materials. In the event of the contract being canceled for any default on the part of the contractor(s) the freight charges for the return of the materials according to the direction of the Chief Engineer (Con) / S.E. Railway, Garden Reach shall be borne by the Contractor. The decision of the Chief Engineer (Con)/ S. E. Railway, Garden Reach shall be final and binding on the contractor.
- 13.7.2** In the event of any breach of the aforesaid conditions, the Contractor shall in addition to making himself liable for action for contravention of the terms of the license or permit and or for criminal breach of trust be liable to account to the Railway for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.
- 13.8 Renewal of Deposits by Contractors:** In the case of Tenderer(s)/Contractor(s) depositing performance guarantee/security deposit in the shape of fixed deposit receipt, it shall be with automatic renewal facility only.
- 13.9 Damages by Accidents/Floods/Rains /Cyclones Etc.:**
- 13.9.1** The Contractor(s) shall take all precautions against damages from accidents, floods or tides etc. No compensation shall be allowed to the contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The Contractor(s) shall make good the damages to any structure, plant or materials of every description belonging to the Railway Administration lost or damaged by any cause during the course of construction work.
- 13.9.2** The Railway Administration will not be liable to pay the contractor any charges for rectification or repairs that may have necessitated from any cause whatsoever, to any part of the new structures during currency of contract. If any damages caused by the contractor the penalty shall be imposed by the Railway Administration as per extent rules.
- 13.10 Emergency work:** In the event of any accident or failure occurring in or about the work or arising out of or in connection with the construction, completion or maintenance of the work in which Administration will not be liable to pay the Contractor any charges for rectification or repairs to any damage which may have occurred from any cause whatsoever, to any part in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency to execute or partly execute the necessary work or carry out repairs if the Engineer considers that the Contractor/s is/are not in a position to do so in time and charge the cost thereof, as shall be determined by the Engineer-in-charge of S.E. Railway to the Contractor.

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- 13.11 Working during Night:** The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.
- 13.12 Service Roads:** The Contractor(s) will be permitted to make use of the service roads already existing in the possession of the Railway. In case the service roads get damaged due to use by contractor/s the same will have to be repaired by the contractor(s) at his/their own cost. All service roads required by the contractor in or outside Railway boundary shall be constructed by the Contractor at his own risk and cost and all these roads shall be maintained by the Contractor at his own cost. The Railway reserves the right to make use of the service roads as and when necessary without any additional payment to the Contractor.
- 13.13 Commencement of Works:** The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.
- 13.14 (1) Contractor to Supply Water for Works:** Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.
- (2) Water Supply from Railway System:** The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.
- (3) Water Supply by Railway Transport:** In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in Sub-Clause (2) of the Clause provided that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply..
- 13.15.1 Electricity:**
- (a) Contractor to Arrange Supply of Electric Power for Works:** Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.
- (b) Electric Supply from the Railway System:** The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.
- 13.16 Income Tax Deduction:** In respect of works, the contract value of which is more than Rs. 10,000/- each, a deduction of 2% on the gross payment from each of the Contractor's bills shall be made in terms of **related section of Income Tax Act**. From time to time surcharge will also be deducted along with I. Tax per extant rules.
- 13.17 Deployment of Qualified Engineer at work site by the Contractor:**
- 13.17.1** In terms of Clause 26A of GCC, Tenderer(s)/Contractors after award of the contract shall be required to employ graduate engineer or equivalent or qualified diploma engineer on monthly salary and for the duration as indicated below:

13.17.2

Contract value	No of Graduate Engineer / Diploma Holders Engineer	Duration
Upto 2 Crore	One Diploma Engineer	During currency of Contract.
From 2 Crore to 10 Crore	One Degree Engineer + One Diploma Engineer	During currency of Contract.
From 10 Crore to 20 Crore	One Degree Engineer + Two Diploma Engineer	During currency of Contract.
Above 20 Crore	Two Degree Engineer + Two Diploma Engineer	During currency of Contract.

13.17.3 In case contractor fails to employ the Engineer, as aforesaid in Para 13.17.2 above, he shall be liable to pay liquidated damages for an amount of Rs. 40,000/- per Degree Engineer and Rs. 25,000/- per Diploma Engineer for each month or part thereof for the default period.

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- 13.18 Property in Materials and Plant:** The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately be deemed to be the property of the Railway. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of GCC or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.
- 13.18.1 Tools, Plant and Materials Supplied by Railway:** The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub-contractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.
- 13.18.2 Hire of Railway's Plant:** The Railway may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.
- 13.18.2 (i) Statutory Certificate etc.**
While the machine(s) is/are in the possession of the Contractor(s) he/they shall be responsible for seeing that any inspection certificate or license required under any Government Act is obtained in due time. The Contractor shall also be responsible for seeing that all required precautions are observed in using the plant as well, and he shall be responsible for any accident that may occur from the use of the plant.
- 13.18.3 Access to Plant at Hirer's Premises:** The Railway shall be given reasonable access to the plant and such facilities as may be necessary to satisfy itself that the plant is being so used as to avoid any unnecessary wear or less or risk.
- 13.18.4 Right to Recall:** The Railway shall reserve to itself the right to recall any plant/machinery without assigning any reasons by giving one month's notice or at any time without notice in the event of its being required by the Railway for an unforeseen emergency. In either case, the Railway shall not be liable to pay any compensation to hirer for the loss that may be caused by the withdrawal of the plant.
- 13.19 Storage of Railway Materials:** The Contractor shall make his own arrangements at the site of work for the safe storage and custody of Railway materials issued to him. Such Railway materials issued to the Contractor and stored at the site of work shall be open for inspection by the Engineer-in-charge or his representative at all times.
- 13.20 Maintenance Period:** The maintenance period in terms of Clause 47 and 48 of the GCC shall be SIX MONTHS from the date of issue of completion certificate for all works **except earthwork and ballast, for which there shall be no maintenance period.**
- (a) **Maintenance of Works:** The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

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(b) Certificate of Completion of Works: As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

(c) Contractor not Absolved by Completion Certificate: The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

(d) Final Supplementary Agreement: After the work is completed and taken over by the Railway as per terms and conditions of the contract agreement or otherwise concluded by the parties with mutual consent and full and final payment is made by the Railway to the Contractor for work done, and there is unequivocal no claim on either side under the contract, the parties shall execute the final supplementary agreement annexed as per Annexure XIV of GCC.

13.21 Anti-larval work: During execution of the works against this contract the Contractor(s) shall be responsible for anti-larval work at his/their own cost.

13.22 Non-itemized works: Where item not covered by the schedules are to be executed, the rates for such non-itemized works shall be finalised before commencement of such work or to be got executed through any other agency by the Railway at the discretion of the Railway Administration.

13.23 Testing of cement concrete:

13.23.1 The rates for concrete works shall be deemed to include all charges for testing of cement aggregates, sand, water and the concrete as required to be done in accordance with specifications, including the cost of labour, materials, equipment, moulds, transport etc. The Contractor shall prepare at his own cost standard cubes of concrete according to the directions of the Engineer-in-charge both for the Preliminary Tests and during Work Tests. The charges of testing shall be borne by the contractor.

13.23.2 The Contractor shall follow the Guidelines for Quality Control for Concrete as per Indian Railways Standard Code of practice for Plain, Reinforced and Pre-stressed concrete for Bridge Construction (Concrete Bridge Code) Incorporating Correction slips up to date of tender opening/closing in S.I. Units, as well as Specifications and Special Conditions of Contract.

13.24 IS Codes/IRS Specifications:

13.24.1 Wherever any reference to Code, specification, Act etc. is made in this document, it shall be taken as a reference to the latest version thereof, including all amendments and corrections there to or otherwise specified.

13.24.2 The contractor shall not be entitled to any extra payment on any account for compliance with the various provisions of IS specifications/IRS specifications and Special Conditions of contract. The rates indicated in the schedule shall be deemed to include all works required to be done in compliance with the specifications.

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- 13.25 Utilization of Railway Stones:** Notwithstanding the inclusion of some of the rates in the schedules with contractor's stones/aggregate, the Contractor(s) shall utilize the Railway's useable surplus stones, if available for use as such or by converting them into aggregate of sizes required. The cost of boulder shall be recovered for one cubic meter net of such stones as per the prevailing rate of the area as may be decided by the Railway (after deducting 25% for voids). The Contractor(s) shall collect the boulders from locations within the limit of contract section wherever they are offered to him. The boulder issued to the Contractor(s) for the above purpose will be used only for the works of the agreement and shall neither be disposed off nor be used for any other agreement.
- 13.26 Submission of Indemnity Bond:** The contractor shall expressly indemnify Railways against any claims by Government agency/ local body towards any taxes, duties, royalties etc by submitting an Indemnity Bond within 21 days from the date of issue of Letter of Acceptance. The Indemnity Bond as per format given at para 12.21 will be part of agreement. Railway may recover such taxes and royalties etc. as per the provision of relevant rules of the concerned State if the contractor fails to pay the taxes and royalties to the Government.
- 13.27 Tree Cutting:** If the section passes through forestland, the contractor or his labour is prohibited to cut the trees for the purpose of firewood or for any other purpose. Cutting of trees as required under the items of works indicated in the tender schedules may be carried out strictly as directed by the Engineer-in-Charge of the work. Unauthorized felling of trees will result in prosecution and imprisonment. It is the contractor's responsibility to cause no damage to the forest growth and any fuel required by the Contractor for his own use or for the use by his labourers or for the work shall be arranged by the Contractor at his own cost. The Contractor shall take this aspect into consideration while quoting the rates against the tender.
- 13.28 Approval of Samples of Material:** All materials to be used in the work by the Contractor shall be subject to the prior approval of the Engineer-in-charge of the work. Contractor shall submit samples of materials to be used for work and arrange for the supplies, only after the samples has been approved by Engineer.
- 13.29 Blasting:**
- 13.29.1 Wherever a cutting passes through or near OHE transmission line only controlled blasting is to be resorted to as per schedule.
- 13.29.2 **Use of Explosives:** Explosives shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then also only in the manner and to the extent to which such permission is given. Where explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives. All operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the Railway in respect thereof.
- 13.30 Place of issue of Railway materials:** The materials required to be supplied by the Railway for the items where specified will be issued from any of the Railway store depots, and the transportation of the materials to sites of work and surplus materials from the sites of work to Railway store Depot specified by the Engineer-in-charge will be at contractor's cost.
- 13.31 Isolated Safety Precautions:**
- 13.31.1 The contractor will take special precautions and make all arrangements of his own cost of labour, material etc. including all expenses as directed/approved by Engineer-in-charge wherever they are arriving at the situations to provide the arrangement as listed below:
- 13.31.2 Duly designed semi-permanent fencing should be provided along running line, at a distance of 3.5m from the center line of the track, at work sites. The fencing should remain in position till vehicles/machinery are required to work adjacent to running line.
- 13.32 Display Board:** The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m.

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13.33 Measurement of Works by Railway:

(i) The Contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for extra works at rates determined under Clause 39 of GCC on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

(a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and Classification of the measurements.

(b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

(ii). Measurement of Works by Contractor's Authorized Representative (Refer para 2.2(f) of tender document):

(a) The Contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for extra works at rates determined under Clause 39 of GCC on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

(i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

(ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

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(b) Incorrect measurement, actions to be taken: If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall impose a penalty of 10% of claimed gross bill value.
- (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall impose penalty of 15% of claimed gross bill value. In addition the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 13.33(i) of this document.

(c) Measurement and Recording of 'Executed Works' by the contractor in Railway Construction Works:

1316A (Applicable for contracts wherein the measurement of work by contractor is permitted):

Para 1316 of Engineering Code shall not be applicable for these contracts. For such contracts, contractor shall be responsible for carrying out measurements of work executed and recording of measurements for the release of on account/final payment. In such cases, the detailed procedure for recording of measurements, provisional payment, test check and final payment shall be as follows:

Contractor's Measurement Book:

1. Railway shall arrange contractor's measurement book (CMB), each having sheet No. 1A to 4A (Form E 1313), followed by 100 machine number pages (Form E 1313, sheet No. 5A). On the top of each sheet of CMB, there shall be provision for recording the name of the work, agreement number, name of contractor and CMB number.
2. CMBS shall be printed in such a way so as to keep a clear margin of 50 mm on the left side of page. Further, the left side shall have pinhole tear line at a distance of 15 mm from edge for ease of taking out sheets from these books. The binding shall be within 15mm of the margin available between edge and pinhole tear line. This shall ensure availability of minimum 35 mm clear margin to re-bind measurement books later on.

Movement and upkeep of Contractor's Measurement Book:

3. Dy Chief Engineer in charge of contract (Dy CE/C) shall hand over required No. of CMBs to Assistant/Executive Engineer in-charge of contract (AEN/XEN) after taking receipt of the same on sheet No. 2A (Form E.1313) for further issuance to contractor time to time as per progress of work.
4. CMB shall be registered with unique No. in the Register of Measurement Books (Form E.1314) maintained in the office of Dy CE/C. Separate accountal of CMBS for each agreement shall be maintained in the office of Dy CE/C and AEN/XEN.
5. In case of change of 'contractor's authorized engineer', fresh approval shall be taken from Dy CE/C before recording of measurement.
6. While issuing the CMB to contractor, AEN/XEN shall take out sheet No. 2A to 4A from the CMB, take receipt of CMB from contractor on sheet No. 3A (Form E 1313), and keep the same in safe custody.
7. Similar system as for CMB, shall be followed for issuing Field Book/ Level Book (E.1317/A) to contractor for recording of levels in the field book/level book.

Measurement

8. The contractor's authorized engineer shall record the measurements in CMB neatly in his own handwriting, without any use of eraser/overwriting, without use of any typing fluid or any such thing. All cuttings shall be initialed. No page shall be damaged/destroyed. No page shall be kept blank in between the measurements.

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9. The Contractor shall communicate the date of measurement to AEN/XEN in sufficient advance to witness any measurement. Witnessing of measurement by railways is not compulsory except for initial levels in case of earthwork and hidden measurements. Initial levels of earthwork and hidden measurements are to be recorded in the presence of railway officials and test checked as prescribed.

10. In on account contract certificate, measurement shall be recorded for the items and quantities to be paid in the concerned on account contract certificate.

11. However, in every 4th on account contract certificate and final contract certificate, the recording of measurement for works executed shall include all the items and their quantity included in previous on account contract certificates, irrespective of whether to be paid or not in the current On Account Contract Certificate/ Final Contract Certificate.

12. No payment shall be processed on Lump sum measurement taken by contractor's authorized engineer except for earthwork. For earthwork, every 4th bill shall be based on actual levels taken and detailed calculations carried out for the work done.

13. The contractor shall take out carefully from CMB the used pages of CMB with one extra blank page for processing the bill; staple them for submission to AEN/XEN along with bill, duly signing the measurements. The contractor shall keep a photocopy of the measurements with him for future reference.

14. At the time of submission of final bill, the contractor shall submit all the remaining CMBs (unused as well as partially used) with him along with bill to AEN/XEN.

15. The contractor shall submit required copies of invoice and on account contract certificate / final contract certificate (similar to form E.1337 and Form E.1338) to the AEN/XEN duly marking them - original or duplicate copy. Original shall be used for release of payment whereas duplicate copies shall be used for record purpose in different offices.

16. In case contractor requires provisional payment of on-account bill, the contractor shall submit his invoice and provisional on account contract certificate for 75% of amount of work done (before deduction of taxes). The contractor shall write 'For Provisional Payment' on top of such on-account contract certificate.

17. AEN/XEN while issuing receipt of stapled sheets of CMB to contractor shall clearly record the same in sheet 4 (E.1314) of concerned CMB, kept in the office of AEN/XEN.

Release of Provisional Payment

18. Senior Section Engineer / 'Junior Engineer with 5 year experience' (SSE/JE) and AEN/XEN shall sign & record a certificate on the original provisional 'on account contract certificate' as under:

"Certified that the payment being made is less than the amount due for the quantities of works executed by the contractor".

In case of payment of earthwork items in any contract, calculation of quantity of such items along with field book/ level book must be enclosed. This shall be cross checked, as considered appropriate by SSE/JE & AEN/XEN, to ensure that no excess payment is being made.

At this stage no test check of measurements by railway is required.

19. AEN/XEN shall keep a copy of contractor's invoice & provisional on account contract certificate in his office, and submit original invoice & original provisional on account contract certificate along with required number of duplicate copies, and used sheets of CMB to the Dy CE/C unit for passing the bill and release of payment.

20. The provisional on account contract certificate shall be passed by Dy CE/C and payment shall be released by associate finance based on above certification of SSE/JE and AEN/XEN. After release of payment, blank sheet of CMB (if any) shall be crossed by Dy CE/C before sending the measurement sheets back to AEN/XEN for carrying out required test checks. At this stage measurements shall not be crossed.

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21. No provisional payment shall be allowed in final contract certificate. Further, once provisional payment has been released in any on-account contract certificate, the next on account contract certificate can be raised by contractor only when accounts of previous on account certificate (Provisional as well as remaining payment) has been finalised.

Test Check

22. Necessary test checks shall be carried out by the SSE/JE and AEN/XEN for the works done before full payment of on-account contract certificate/final contract certificate. SSE/JE and AEN/XEN shall communicate the date of test checks to contractor in advance. The contractor can accompany during test check. The contractor shall provide support staff and all required tools & plants to facilitate test check by railway officials.

23. The stipulated test checks for AEN/XEN and SSE/JE Level is tabulated as under:

S. NO.	Description of Works	Test Check in terms of % of value by	
		SSE/JE	AEN/XEN
(a)	Measurement of Ballast, Pitching stone, Earth work and hidden items	100%	100%
(b)	Measurement of all other items	100%	20%
(c)	Initial and Final levels along centre line for earthwork in embankment and cutting	100%	100%
(d)	Intermittent levels along centre line for earth work in embankment and cutting	100%	20%
(e)	Initial, intermittent and final levels except centre line for earth work in embankment and cutting	100%	20%

Note : The check regarding levels of earthwork invariably shall be carried out in cross sections having heavy cross slopes.

24. Contractor's recorded measurement sheets shall be checked for any corrections/over writing during test check. All the corrections/over writing shall be initialed by SSE/JE.

25. The discrepancy noted (if any) during test check of recorded measurement shall be communicated by AEN/XEN to the contractor.

26. In case of discrepancy noticed during test check, the contractor shall submit original and required copies of fresh invoice of amount corrected for discrepancy, and in case provisional payment has been released earlier, the required copies of fresh invoice of remaining amount corrected for discrepancy (if any), along with on account/final contract certificate to AEN/XEN.

Full payment of On Account Contract Certificate/Final Contract Certificate

27. AEN/XEN shall submit original copy of invoice and on account contract certificate of remaining amount/ Final Contract Certificate, along with required number of duplicate copies and used sheets of CMB (all used/blank CMBS in case of final contract certificate), duly signed by SSE/JE and AEN/XEN to the Dy CE/C for passing the bill and release of payment.

28. Once the payment is released, Dy CE/C shall return back the used sheets of CMB to AEN/XEN for safe custody, duly crossing of measurements by finance officer.

29. Once all used sheets of a particular CMB is received back by AEN/XEN from Dy CE/C, the AEN/XEN shall re-bind all 100 pages of CMB along with sheet No. 1A to 4A for submission of CMB to Dy CE/C office. Dy CE/C office shall record the receipt of same in sheet No. 2A of CMB and Register of Measurement Books (Form E1314).

30. The final contract certificate shall be passed by Dy CE/C only after receipt of all CMBs (used/blank) from AEN/XEN.

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31. The provisions of this para 1316A shall be applicable to all the departments of Indian railways and to be executed through equivalent authorities of respective departments.

1316B: Procedure order for Measurement, Test Check limit, Material passing & Payments etc. is applicable for contracts wherein PMS/PSSA contracts are in place:

A. Measurement:

Measurement shall be done by Contractor.

B. Material Passing:

Department	By PMS/PSSA	By Railway Officials
S&T	<p>1) 100% of billed material value by Site Engineer.</p> <p>2) 10% of billed material value by Resident Engineer (RE).</p> <p>Materials means manufactured materials like Relays, MSDAC, UPS, AC-DC converts etc.</p> <p>While framing the contract conditions the materials to be tested shall be clearly mentioned in the document.</p>	<p>PMS/PSSA offered material to nominated Railway Engineers for test checked through RFIs.</p> <p>1) 10% of billed material value by SSE/SE/JE.</p> <p>2) 5% of billed material Value by JS/SS level officer.</p>
Electrical	<p>1) 100% of billed material value by Site Engineer.</p> <p>2) 10% of billed material value by Resident Engineer (RE).</p> <p>Materials means manufactured materials like Steel fasteners or hardware material used in OHE, Insulators, any OHE fitting for mechanical strengths, Transformer oil, LT cables, wiring, light fitting, Air conditioners etc.</p> <p>While framing the contract conditions the materials to be tested shall be clearly mentioned in the document.</p>	<p>PMS/PSSA offered material to nominated Railway Engineers for test checked through RFIs.</p> <p>1) 10% of billed material value by SSE/SE/JE.</p> <p>2) 5% of billed material value by JS/SS level officer.</p>
Civil	<p>1) 100% of billed material value by Site Engineer.</p> <p>2) 5% of billed material value by Resident Engineer (RE).</p> <p>Materials means manufactured materials like Rails, sleepers, crossings, switches etc.</p> <p>While framing the contract conditions the materials to be tested shall be clearly mentioned in the document.</p>	<p>PMS/PSSA offered material to nominated Railway Engineers for test checked through RFIs.</p> <p>1) 10% of billed material value by SSE/SE/JE.</p> <p>2) 5% of billed material Value by JS/SS level officer.</p>

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C. Test Checks by PMS/PSSA:

- Contractor's can be raise interim bill for 75% for payment on IRWCMS by agency on Contractor's MB module, same would be provided to PMS/PSSA in physical form by Zonal Railways.
- In case of physical MB or PMS/PSSA not having access to "IRWCMS", Contractor shall give one set of measurements and on account bill to PMS/PSSA for scrutiny.
- On receipt of bill along with measurement book with necessary documents, PMS/PSSA team will technically check the same with drawings, specifications, test certificates, quantities etc. as per the contract agreement. **PMS/PSSA team will carry out the mandated checks as given in table below.** *In addition to checks given in table below, random test checks by Chief Resident Engineer/ Team Leader/ Chief Project Manager of PMS/PSSA may/shall also be done.*
- PMS/PSSA shall ensure the Video recording of all hidden measurements. PMS/PSSA shall also require to maintain various record/document related to quality and quantity of work as per the codes & manual and tender document. All record/documents & video recording shall be preserved upto six months after passing final bill, custodian of which will be officials under concerned Dy.CE/CON, Dy.CSTE/CON & Dy.CEE/Con.
- The 75% of the bill amount shall be released after certification by PMS/PSSA, pending checks/ Audits by Railways.
- PMS/PSSA shall certify the bill and forward to Authority for passing as per the contract agreement. Departmental test checks, if any, shall be completed by departmental officials before passing the remaining 25% of bill component of an interim bill.
- The certified bills (75% / 25%) shall be forwarded by PMS/PSSA under signature of Team Leader/Project manager/CRE or as given in the contract agreement.
- The measurement in respect of supply items shall be supported by copy of original inspection certificate marked "FOR PAYMENT", invoice of the supplier and certificate of RE stating that the goods having been received at site.

D. Test Checks by Railway Officials:

- PMS/PSSA after certification of the bill shall forward it to Authority for passing as per the contract agreement. On receipt of bill and other necessary documents, Railway official **will carry out the mandated checks as given in table above.**
- In addition to above, Monthly audit shall be carried out JS/SS grade officers & JA/SG/SAG grade officers each as independent inspecting official and not as a team. The quality audit report shall cover the hidden items wherever possible. The audit shall be through checking at least one/two RFIs approved by PMS/PSSA.
- In general Railway official while test checking shall check that 'the system in place' is working properly for quality work.

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The following items test check, quantity will be are given in table below:-

Sl. No.	Item	PMS/ PSSA		SSE /SE/JE	AEN/AXEN	JAG/SG/SAG
1	Measurement of Ballast, Pitching stone, Earth work and hidden items (including hidden item of S&T and Elect.)	SE 100	RE 20	100	20	Concern Dy.CE/CEE/CSTE will conduct quality audit @ 25% of bill value and quality audit report should be submitted to concern Chief Engineer. The concern Chief Engineer should verify the quality audit report during inspection (atleast 10% of report) and submit report to CAO/C for information. The completion certificate should be made based on quality audit report verified by Chief Engineer.
2	Measurement of all other items (including hidden item of S&T and Elect.).	100	20	20	20*	
3	Initial and Final Levels along center-line for Earthwork in Embankment and cutting.	100	20	100	20	
4	Intermittent levels along centre line for earthwork in embankment and cutting.	100	20	20	10	
5	Initial, intermittent and final levels except centre line for earth work in embankment and cutting.	100	20	20	10	

*20% test check for ADEN for item No. 2 (Measurements of all other items) on alternate bill.

In addition to the above

- I. The PMS/PSSA agency must submit undertaking to Executive that, any measurements is found False or Excess /shortfall, the recovery of the said amount will be recovered from their Bill/S.D and same will be reflected on 'Completion Certificate' and the responsible person should be remove from service also and he should be banned for service in any other company for 3 years.
- II. Concerned Dy.CE/CON, Dy.CSTE/CON &Dy.CEE/Con to obtain the certificate from Team Leader regarding correctness of Measurement and Dy.CE/Con, Dy.CEE/Con, Dy.CSTE/ Con should nominate the measurement expert of PSSA/PMS in project wise after obtaining the proposal from Team Leader of PSSA/PMS.
- III. Concerned Dy.CE/CON, Dy.CSTE/CON &Dy.CEE/Con shall fix 7 days time for bill value below Rs.5 Cr and 10 days time for bill value above Rs.5 Cr for test checking by PMS/PSSA against the bills raised on IRWCMS by the Agency.

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COVER

E.1313
(Sheet 1 A)

Railway

CMB No.

CONTRACTOR'S MEASUREMENT BOOK

Department

Divisions/Construction Unit

Name of Work

Agreement No.....

Name of Agency

Name to Whom Issued

Designation

Date of Issue

Date of Return



Signature of Tenderer(s)

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(Title Page)E.1313

(Sheet 2 A)

Railway
CMB No.

CONTRACTOR'S MEASUREMENT BOOK

Department
Divisions/Construction Unit
Name of Work
Agreement No.....
Name of Agency

Issued to

(Name & Designation)

..... on.....
(Station) (date)

Received by

(Signature)

.....
(Designation) (Station)

On
(date)

Date of first entry

Date of last entry

Date received back in Division/Const. Unit

Office after completion of book

.....

Certified that this Measurement Book contains 100 machine numbered pages from
..... to(both pages inclusive) which have been counted by
me and are correct.

Signature

Designation

Date

Signature of Tenderer(s)

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E.1313

(Sheet 3 A)

Railway
CMB No.

CONTRACTOR'S MEASUREMENT BOOK

Name of Work

Agreement No.....

Name of Agency

Issued to

(Contractor's name)

.....
on.....

(Station)

(date)

Certified that this Measurement Book contains 100 machine numbered pages from to (both pages inclusive) which have been counted by me and are correct. No sheet is torn.

I understand that the measurement Book is very important document and hence I shall ensure its proper upkeep and safe custody.

Received by

(Signature of contractor)

.....

(Name)

(Station)

(Date)

Date of first entry

Date of last entry

Certified that this Contractor's measurement Book pages returned by contractor have been counted by me and are correct. The details of pages received by me is as under:

S.No.	On Account Bill No.	Page No. From.....To	No. of Pages	Date of receipt in AEN/XEN office	Sign & Designation of Railway official
1					
2					
3					
4					
5					
6					
7					

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E.1313

(Sheet 4 A)

Railway

CMB No.

CONTRACTOR'S MEASUREMENT BOOK

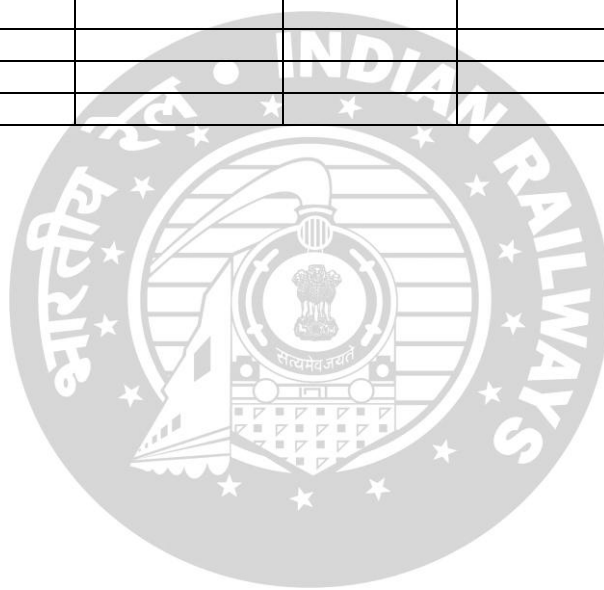
Name of Work

Agreement No.....

Name of Agency

INDEX OF M.B

S.No.	Particulars of entries – running or final	Agreement or work order ref.	Page		Remarks
			From	To	

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**Space for Machine numbering with
six digits unique number

Name of Work

Agreement No.....

Name of Agency

[illegible]

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13.34 Rates for Items of Works:

(i) The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all center lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

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.

13.34A Rates for Extra Items of Works:(a) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR).

For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b).

(b) Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:

- i. Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)"
- ii. Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)"
- iii. Market Analysis

13.34A (1) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereuntofore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.

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13.35 Updation of Labour Data On Railway's Shramikkalyan Portal by Contractor:

(i) Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition 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/ updation of Portal shall be done as under:

(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.

(b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.

(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / 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.

(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.

(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.

(ii) 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."

13.36 Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and Rules made thereto by the concerned State Govt., and submit Certificate of Registration issued by Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

13.37 Assignment or Subletting of Contract: The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of GCC and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:

(i) The Contractor shall not sub- contract the works comprising more than 40% (forty percent) of the Contract Price and shall carry out Works for at least 60% (sixty percent) of the total Contract Price directly under its own supervision and through its own personnel. The Parties expressly agree that for the purposes of computing the value of sub-contracts, the Contract Price shall exclude any sub-contract for the Procurement of goods and equipment like [rails, sleepers and track fittings, signaling and telecommunication & power supply equipment]. The Parties agree that all obligations and liabilities under this Agreement for the entire Railway Project shall at all time remain with the Contractor. {The Parties agree that works equal to at least 30% (thirty percent) of the Contract Price shall be discharged solely by the Lead Member.} \$

Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting.

\$ May be deleted if the Contractor is not a Consortium/Joint Venture.

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(v) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organisation shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is 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, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

Note: for subletting of work costing up to Rs 50 lakh no previous work experience shall be asked for by the Railway.

In case contractor submits subcontractor's work experience certificate issued by public listed company, the contractor 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.

(vi) There is no banning of business with the sub-contractor in force over IR.

- (a) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
- (b) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- (c) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- (d) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.
- (e) The Contractor shall indemnify railway against any claim of subcontractor.
- (f) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.
- (g) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

*Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has successfully carried out subletted work; without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can, **only once**, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.*

- (h) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- (i) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
- (j) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

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13.38 PENALTY CLAUSE FOR CABLE CUT AND DAMAGE CASES VIDE RAILWAY BOARD'S TELECOM CIRCULAR NO. 09/2023:

Guidelines for protection of cables while doing work its vicinity

1. Cable route marking for all types of cable must be made available block section wise on Railnet.
2. Before allowing the contractor to work near the tracks, the work executing agency (like Sr. DSTE/Sr.DEN/Sr.DEE or Dy CSTE/DY CEE/ DYCE etc. shall ensure that the permission has been granted by the division to the contractor in accordance with the local instruction / JPO to work in the vicinity of the cables. ZONAL railways shall devise suitable mechanism and timelines for the obtaining /granting such permission.
3. In case of works being taken up by the state Government, National Highway Authority etc. ZONAL railways shall devise mechanism for shifting the cables or for proper protection of cables before granting permission to work.
4. The engineering control shall keep all the information regarding any works being done near the track. S&T and electrical control shall obtain this information from engineering control. These controls shall coordinate among themselves to ensure that no work is done in the vicinity of the track without proper permission.
5. The concerned SE/P. Way/SE/Works/SE/Sig/SE/Tele/ SE/Electrical (TRD or G) or RailTel supervisors supervising the work of the contractor shall ensure that the existing emergency sockets are not damaged due to their importance in providing communication during accident/emergency.
6. For all new works, cable shifting should be a mandatory part of DPR and estimate. For ongoing works, ZONAL Railways may sanction works for cable shifting if necessary through contingency/supplementary/revised estimate where provision does not exist. However, in case ZONAL railways decide not to shift cables (due to any reason) then protection of cable shall be ensured by the ZONAL railways during execution of the work.
7. Penalty to be imposed for damages to cable shall be as under:-

Cable damaged	Penalty per location
Only Quad cable or signalling cable.	Rs. 1.0 Lakh
Only OFC	Rs. 1.25 Lakh
Both OFC & Quad	Rs. 1.5 Lakh
Electrical cable	Rs 1.0 Lakh

8. Penalty should be levied on the contractor when they work without permission or resort to careless working without making arrangements for protecting cables and other utilities. Based upon the local conditions and practices, ZONAL railway shall devise its own conditions for examining and levying penalty. For each cable cut, a joint report at the level of supervisors should be prepared on the same day and it should become the basis for levying penalty and fixing responsibility. Joint note should be forwarded by Sr DSTE/Sr DEE to the executive-in- charge of the work. The executive in-charge of the work should act and decide on the cable cut case within 15 days under information to Sr DSTE/Sr DEE as the case may be. There should be provision of appeal by contractors within one month of notice for levying penalty at ADRM level. Decision of ADRM shall be final and binding upon both parties.
9. Railways will not lodge FIR with RPF in cases of works being executed by authorised contractors of Railways who have been duly permitted to execute the works.
10. ZONAL Railways shall issue local instructions /JPO for protection of cables while undertaking works in the vicinity of Railway tracks in line with this guideline. ZONAL Railways shall also ensure that such instructions become part of their tender document within one month of the issue of the local instructions. Suitable action against erring officials shall also be incorporated in these instructions if the same is not adhered to.

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14 - STAGE PAYMENT, MOBILIZATION ADVANCE & INCENTIVE ETC.

14.1 - Stage Payment on supply of reinforcement steel in the Works
Contract
(Cost more than Rs. 15 Crore).

In case of works costing more than Rs.15 crore the stage payment for supply of steel physically brought by the contractor to the site (even before its actual use in the works), will be applicable with following aspects:

- a. The material shall be strictly in accordance with the contract specifications.
- b. The material shall be delivered at site and properly stored under covered sheds in measurable stacks.
- c. The quantities of materials shall be brought to the site only in such instalments that would facilitate smooth progress of work and consumed in reasonable time.
- d. Proper accountal in the material register to be maintained in the prescribed format at the site for the receipt and use of the material.
- e. Ownership of such material shall be deemed to vest with the Railways for which the contractor should submit an indemnity bond in prescribed format.
- f. Before releasing the stage payment, the contractor shall insure the material at his own cost in favour of Railways against theft, damages, fire etc.
- g. Stage payment in all such cases shall not be more than 75% of the rate of steel awarded in the contract. The balance payment shall be released only after the materials is actually consumed in the work.
- h. The price variation claim for steel would continue to be governed as per extant PV clause and with reference to delivery at site.

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14.2 - Advances to Contractor

Tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest bearing advances, as per Contractor's request. These advances shall carry rate of interest as **RBI Bank Rate + 5% (Five percent) simple interest** for the tenders to be opened in the Financial Year 2022-23 onwards. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract. The payment and recovery of such Advances shall be made as under:

(a): Mobilisation Advance –

This shall be limited to 10% of the Contract value and shall be paid in 2 stages :

Stage 1– 5% of Contract Value on signing of the contract agreement.

Stage 2 – 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.

The stage 1 of advance shall be payable immediately after signing of contract agreement.

The stage 2 of advance shall be payable at the time of mobilisation, only after submission of an utilization certificate by the contractor that the Stage 1 advance has been properly utilized in the contract.

These Advances shall be payable against irrevocable guarantee (Bank Guarantee, FDRs) from a scheduled commercial bank of India of at least 110% of the value of the sanctioned advance amount (covering principal plus interest).

(b): Advance Against Machinery and Equipment –

This advance shall be limited to a maximum of 10% of the contract value against new Machinery & Equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment and shall be payable when Equipment is hypothecated to the President of India by a suitable bond or alternatively covered by an irrevocable Bank Guarantee from a scheduled commercial bank of India for full cost of the Plant & Equipment in a form acceptable to Railways. The Plant & Equipment shall be insured for the full value and for the entire period, they are required for the work. This Plant & Equipment shall not be removed from the site of work without prior written permission of the Engineer. No advance should be given against old Plant & Machinery.

The advances under sub clause (a) and (b) above, are subject to the following conditions -

(i) The full amount of Advances shall be recovered from contractor dues. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The installments on each "on account bill" will be on pro-rata basis.

Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.

(ii) The advances shall be used by the Contractor for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilisation advance.

(iii) If the Contractor is found to have contravened the provision, it will constitute a breach of contract and Railway shall be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

In cases, where the Contract is rescinded as per clause 62 of GCC of the contract or short closed under any other condition(s) of the contract, without making full recovery of advances and accrued interest thereon, by the Railway, such balance of advances and accrued interest thereon shall immediately become due and payable by the Contractor to the Railway. The same shall be recovered from any due of Contractor with the Government of India.

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14.3 - BONUS FOR EARLY COMPLETION OF WORK

In open tenders having advertised value more than Rs.50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.



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15 - SAFETY RULES

- 15.1 **Within 21 days of receipt of acceptance letter, the contractor shall submit a safety assurance plan in sufficient details for approval of the Engineer.**
- 15.2 Suitable scaffolds should be provided for workmen for all works that cannot be safely done from the ground or from solid construction except for such short periods work as can be done safely from ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot holds and handholds shall be given an inclination not steeper than 1 to 4 (1 Horizontal to 4 Vertical).
- 15.3 Scaffolding or staging more than 3.5 metres above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached, bolted, bracketed and otherwise secured at least 1 metre high above the floor or platform of such scaffolding or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be fastened as to prevent it from swaying from the building or structure.
- 15.4 Working platform gangways and stairways should be so constructed that they should not sway unduly or unequally and where the height of the platform or the gangway or the stairway is more than 3.5 metres above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fastened as described in the para above.
- 15.5 Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 metres in length while the width between side rails in swung ladder shall in no case be less than 300 mm. for ladder upto and including 3.5 metres in length.
- 15.5.1 For longer ladders this width should be increased by at least 20 mm. each additional metre of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed so as to cause danger or inconvenience to any persons or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defenses of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person shall be paid by the Contractor to compromise any claim by any such person. In case the Contractor fails to settle such problems, the Railway Administration will make payments arising on account of the conditions given above to the concerned parties and recover the same from Contractor's dues without any delay. Contractor will not have any claim on this account at any stage.
- 15.6 **Demolition:** Before any demolition work is commenced and also during the process of work
- A) All roads and open area adjacent to the work site shall either be closed or suitably protected.
 - B) NO ELECTRIC CABLE OR APPARATUS WHICH IS LIABLE TO BE A SOURCE OF DANGER OVER A CABLE OR APPARATUS USED BY THE OPERATOR SHALL REMAIN ELECTRICALLY CHARGED.
 - C) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosives or flooding. No floor, roof or other part of the building shall be so over loaded with debris or materials as to render it unsafe.
- 15.7 All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the persons employed in the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by these concerned.
- a) Workers employed on mixing asphaltic materials cement and mortar shall be provided with protective goggles.
 - b) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eye shall be provided with protective goggles.
 - c) Those engaged in welding works shall be provided with welder's protective eye sight lids.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - e) Staff engaged for survey work should be well conversant with the working near the existing running lines. The equipments under use should be installed near the track complying the SOD provisions. Any survey work near the track should be carried out with permission of railway official and along with railway supervisors.

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- 15.8 When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries like to be sustained during the course of the work.
- 15.9 Use of hoisting machines and tackles including their attachment anchorage and supports shall conform to the following standards of condition.
- a) (i) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept in good repair and in good working order.
 - (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
 - b) Every crane driver or hoisting appliances operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding.
 - c) In case of every hoisting machine and every cable ring, hook, shackle, swivel and pulley block used in hoisting or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - d) In case of departmental machine, the safe working load shall be notified by the Technological Engineer-in-Charge. As regards Contractor's machines, the contractors shall notify the safe working load of machine to the Engineer-in-charge whenever he brings any machinery to site of work, get it verified by the Engineer concerned.
- 15.10 Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe guards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental decent of the load; adequate precautions should be taken to reduce the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on Electrical installations which are already energized, insulating mats wearing apparel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
- 15.11 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate warning facilities should be provided at or near places of work.
- 15.12 These safety provisions should be brought to the notice of all concerned by display on a notice board, at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named therein by the Contractor.
- 15.13 To ensure effective endorsement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineer-in-charge of the Department or their representative.
- 15.14 Notwithstanding the above clause, there is nothing in these to exempt the contractor from the operations of any other act or rule in force in the Republic of India.
- 15.15 PRECAUTIONS TO BE TAKEN WHILE PLYING OF VEHICLES ADJACENT TO RUNNING LINES**
- 15.15.1 Whenever a lorry or any other form of road transport is required to ply along or in the vicinity of a running line or any other railway track while Railway Engines or trains are liable to move, the contractor shall inform the Engineer in Writing, of such requirements specifying the locations and duration of time over which such specified road vehicles have to operate in the area (for loading/leading/unloading materials or plant or equipment. The Contractor shall also furnish the particulars of vehicles and the name and photographs of drivers with copy of the licensee and attendant retain for each vehicle to enable the engineer to issue necessary permits (after counseling the driver and attendant) allowing the holder to operate the vehicles, with such restrictions regarding the duration and/or location as are considered necessary. Such permit shall be returned to the engineer, as soon as the work for which it is issued is over.
- 15.15.2 The Engineer-In-Charge or his Authorized Representative will personally counsel, examine and certify the road Vehicle Drivers, Contractor's Flag Man and Supervisor and will give written permission giving names of Road Vehicle Drivers, Contractor's Flag Man 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:

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- (a) Nominated Vehicles and Drivers will be utilized for the work in presence of at least one Flag Man and one Supervisor certified for such work.
- (b) The Vehicle shall ply 6 mtr. Clear of track. Any movement / work at less than 6 mtr. and up to minimum 3.5 mtrs. clear of track centre, shall be done only in presence of Rly. Employee authorized by the Engineer-in-charge. No part of the Road Vehicle will be allowed at less than 3.5 mtrs. from track centre.
- (c) The Contractor shall remain fully responsible for ensuring safety and in case of any accident shall bear the cost of all damages to his equipment and crew and also damages to Railway and its Passengers. Engineer-In-Charge may impose any other condition necessary for a particular work site. Such permit shall be returned to the Engineer, as soon as the work for which it is issued is over.
- 15.15.3 The Contractor shall execute a bond undertaking to ply the road vehicles in a safe and satisfactory manner and strictly in accordance with the stipulations and other conditions specified by the Engineer and to engage and retain only the permit holder to be Contractor's agent in charge of the vehicles and the attendants shall, at all times, be vigilant and on the look out for signals from the lookout men, flag men or other personnel available at site with a view to stop or regulate road movement so as to ensure adequate margin of safety for the timely passage of an approaching train, without any delay or detention. The Contractor shall also be bound by the provisions of this agreement to ply the road vehicles only with adequate margin of safety, well clear of the fixed structure profile of infringements as stipulated in the rules made under the Indian Railway Act and to seek and be guided by the signals and other directions of any look out men or other personnel retained for the purpose of ensuring safety and to ensure extra care and vigilance while turning, reversing or moving the road vehicles in any other manner at an inclination to the running railway track or the siding as the case may be. The Contractor shall employ necessary lookout men also at his own cost, irrespective of any arrangement that Railway may make in this regard.
- 15.15.4 The Contractor also undertake to make good at his cost any inconvenience, loss, damage of other expenses caused to or incurred by the Railway Administration to pay such amounts as are determined by the Engineer to be recoverable from the contractor as penalty or damages for any omission, negligence, carelessness, oversight or accident on the part of any of the contractor's agent, drivers or attendants or any other person to whom the services of the holder of the permit (issued by the Engineer) has been lent or otherwise made accessible or available.
- 15.15.5 Suitable gates/barriers should be installed across the new embankment, preferably adjoining the manned/unmanned level crossings. The entry for the vehicles shall be regulated by an authorized representative of the Engineer- in -charge during the working hours.
- 15.15.6 Any breach of these conditions by the contractor and/or his agents affecting the safety of movement of train, or other rolling stock of the railway shall constitute a breach of contract by the contractor entailing liability for termination of contract for default on the part of the Contractor.
- 15.15.7 Turning point for the road vehicles should be in such a manner that there is no danger to running track and should be sufficiently away from the running line.
- 15.15.8 Reversing of road vehicles should be done in such a manner that all time the driver invariably faces the running line and should be sufficiently away from the running line.
- 15.15.9 Engineer-in-charge may impose any other conditions necessary for a particular work or site from time to time.

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16 -Technical Specifications

Following table gives the few relevant references of Indian Railway Unified Standards Specification 2021 (IRUSS- 2021), towards technical specifications:

Sl. No.	Reference Chapter of IRUSS 2021	Item of Chapter
1	(a)	1 Earth Work
	(b)	2 Bridge Works - Substructure
	(c)	3 Bridge Works - Super Structure (RCC)
	(d)	4 Bridge Works - Super Structure (Steel)
	(e)	5 Bridge Works - Misc.
	(f)	6 Rails, Sleepers and Fittings Renewal
	(g)	7 Turnouts and Renewals
	(h)	8 Deep Screening and Ballast Related Activities
	(i)	9 Welding Activities
	(j)	10 Reconditioning of Points and Crossings
	(k)	11 Formation Rehabilitation
	(l)	12 Activities at Construction Sites
	(m)	13 Maintenance Activities
	(n)	14 Testing of Rails and other Components
	(o)	15 Heavy Track Machines
	(p)	16 Small Track Machines
	(q)	17 Handling of Materials
	(r)	18 Level Crossings
	(s)	19 Bridge Related Activities
	(t)	20 Supply of P. Way Materials
	(u)	21 Miscellaneous Items

Sl No.	RDSO specification for ballast	Items
2	(a) SPECIFICATIONFORTRACKBALLAST (IS/RDSO-GE/0001:2023) FEBRUARY2023	Ballast specification

The above list of technical specifications is not exhaustive. Additional technical specification may also be added during execution of work as per technical requirement and contractor will be bound to adhere with.

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17 - ADDITIONAL SPECIAL CONDITIONS OF CONTRACT

Note for SERUSSOR- 2021 Schedules:

Description of items of the above Schedule are based on SERUSSOR- 2021, which are to be executed as per relevant specifications as detailed in IRUSS-2021. The description of items have been copied from SERUSSOR -2021, which is considered the master document.

Notes for all schedules:

Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR). However, the cumulative value of all such extra item(s) together (modified by the respective tender percentage) shall not exceed 10% of the original contract value.

Defect Liability Period:

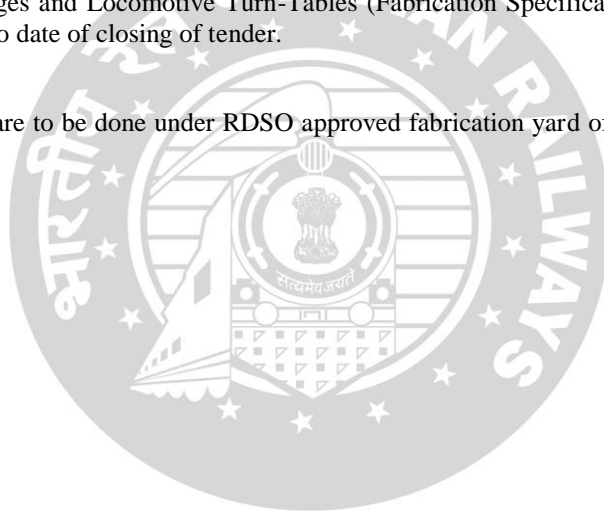
Defect Liability Period (DLP) will be 02 (Two) years in the contract agreement of all the new works of construction of new staff quarters (Ref: Railway Board letter no. 2018/LMB-II/12/1 dated 16.04.2024).

Special conditions for Fabrication and erection work of steel structures:

Fabrication and erection work of steel structures will be done as per IRS Specification for Fabrication and Erection of Steel Girder Bridges and Locomotive Turn-Tables (Fabrication Specification) Serial No. B1-2001 with latest correction slips upto date of closing of tender.

Special Condition:

Fabrication of steel structure are to be done under RDSO approved fabrication yard of RDSO approved vendor only.



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Additional Special Conditions:

ADDITIONAL SPECIAL CONDITIONS OF CONTRACT FOR SUPPLY OF CEMENT

1. Cement shall be procured from reputed manufacturer confirming to following standard with latest correction slips:-
 - (a) Portland slag cement (PSC) – to IS:455.
 - (b) Ordinary portland cement (OPC) – to IS: 8112 for 43 grade & to IS: 12269 for 53 grade.
2. Payment of cement will be made on the basis of theoretical consumption or actual consumption, whichever is less.
3. Decision of Railway regarding grade shall be final and binding on the contractor.
4. The rate shall be inclusive of all wastage octroi, entry tax, GST and all kind of taxes, levied by local municipal authority/State Govt./Central Govt.
5. Manufacture test certificate for cement will be produced by the contractor before use of cement.
6. In case of any doubts regarding quality of cement, the Railway may cause it to be tested and acceptance of the supplied cement shall be subject to such test results. Cost incurred towards conducting necessary tests will be borne by the contractor.
7. PAYMENT: Particular attention is invited to the fact that the materials are not meant for supply only and no payment shall be made for supply alone. The payment shall be made only after use of these materials in the actual work for which supply is intended. The payment shall be restricted to the extent of materials used in the work.
8. Variation upto 25% will not be applicable for the above items inter-se i.e. variation in quantities against individual items of schedule PSC cement & OPC cement will not be considered and both the above items will be considered one and the same for the purpose of variation in quantities (This is applicable for the tender where schedule for both PSC & OPC are provided).

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**ADDITIONAL SPECIAL CONDITIONS OF CONTRACT FOR SUPPLY OF REINFORCEMENT
STEEL/BARS**

A.

- 1) All reinforcement steel/bar shall confirm to IS: 1786:2008 or as specified in tender with latest amendment.
- 2) The reinforcement steel/bar supplied by the contractor should be with Bureau of Indian Standard (BIS): 1786:2008 certification & marking to meets the desired specifications & bar used for work shall be high strength deformed bars of minimum Grade Fe 500 D TMT.
- 3) As per IS: 1786, the reinforcement steel/bar supplied by the contractor should be supported by Manufacturer's Test Certificate. All reinforcement steel/bar are having identification and marking of brand name as well as BIS certification marking.
- 4) The contractor shall maintain a detailed record of receipt of steel/bar and shall keep the challan/invoice, Railway receipts number if any, lorry number, etc. and store balance in a register as directed by the Engineer-in-Charge and produce the same to the Engineer as and when demanded. Railway reserves the right to inspect contractor's godown and documents pertaining to their work.
- 5) **Manufacturer's Certificate**
In the case of bars/wires which have not been inspected at the manufacturer's works, the manufacturer or supplier, as the case may be, shall supply the purchaser or his authorized representative with the certificate stating the process of manufacture and also the test sheet signed by the manufacturer giving the result of each mechanical test applicable to the material purchased, and the chemical composition, if required. Each test certificate shall indicate the number of the cast to which it applies, corresponding to the number or identification mark to be found on the material. The test certificate shall contain the following information:
 - a) Place of manufacture of the reinforcing steel.
 - b) Nominal diameter of the steel.
 - c) Grade of the steel.
 - d) Rolled-in marking on the steel.
 - e) Cast/heat number.
 - f) Date of testing.
 - g) Mass of the tested lot and
 - h) Individual test results for all the properties.
- 6) Steel/bar supplied should be free from rust paint, loose scales etc. The contractor shall make his own arrangements for storing steel/bar.
- 7) Payment towards steel/bar will be made on the basis of theoretical consumption as per drawing & bar bending schedule, bar for lap length as per approved Bar bending schedule shall be paid added to the theoretical consumption. Standard weights as per relevant IS code will be followed for arranging payment for steel. No other wastage on any of the materials supplied and used in the work by the contractor including steel/bar is payable by the railway.
- 8) The contractor shall arrange testing of steel as per IS: 1786 through NABL accredited labs or from other Government Organizations such as IIT/NIT/CPWD etc. Cost incurred towards conducting necessary tests will be borne by the contractor.

Frequency of test will be as follows:

Frequency of Testing	
For Consignment below 100 tonne	For Consignment over 100 tonne
(i) Under 10 mm dia: one sample for each 25 t or part thereof.	(i) Under 10 mm dia: one sample for each 40 t or part thereof.
(ii) 10 mm to 16 mm dia: one sample for each 35 t or part thereof.	(ii) 10 mm to 16 mm dia: one sample for each 45 t or part thereof.
(iii) Over 16 mm dia: one sample for each 45 t or part thereof.	(iii) Over 16 mm dia: one sample for each 50 t or part thereof.

- B. 1) There is no approved list of supplier for future tender. Reinforcement steel/bar can be procured from any supplier meeting all the above criteria.

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**ADDITIONAL SPECIAL CONDITIONS OF CONTRACT FOR
BALLAST SUPPLY**

**SPECIFICATION FOR TRACK BALLAST
(IS/RDSO-GE/0001: 2023)
FEBRUARY 2023**

1. SCOPE: These specifications will be applicable for stone ballast to be used for all types of sleepers on normal track, turnouts, tunnels and deck slabs etc on all routes.

2. DETAILED SPECIFICATIONS:

2.1 GENERAL

2.1.1 Basic Quality: Ballast should be hard durable and as far as possible angular along edges/corners, free from weathered portions of parent rock, organic impurities and inorganic residues.

2.1.2 Particle shape: Ballast should be cubical in shape as far as possible. Individual pieces should not be flaky and should have generally flat faces with not more than two rounded/ sub rounded faces.

2.1.3 Mode of manufacture: Ballast for all BG main lines and running lines, except on „E“ routes but including „E“ special routes, shall be machine crushed. For other BG lines and MG/NG routes planned/sanctioned for conversion, the ballast shall preferably be machine crushed. Hand broken ballast can be used in exceptional cases with prior approval of Chief Track Engineer/CAO/C. Such approval shall be obtained prior to invitation of tenders.

On other MG and NG routes not planned/sanctioned for conversion hand broken ballast can be used for which no approval shall be required.

2.2 PHYSICAL PROPERTIES

2.2.1 Ballast sample should satisfy the following physical properties in accordance with IS: 2386 Pt.IV-1963 (Reaffirmed in 2021) when tested as per the procedure given in Annexure- I & II.

	BG, MG & NG (planned/sanctioned for conversion)	NG & MG (other than those planned for conversion)
Aggregate Abrasion Value	30% Max.*	35% Max.
Aggregate Impact Value	20% Max.*	30% Max.

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- * In exceptional cases, on technical and/or economic grounds relaxable upto 35% and 25% respectively by CTE in open line and CAO/C for construction projects. The relaxation in Abrasion and Impact values shall be given prior to invitation of tender and should be incorporated in the Tender document.

2.2.2 To carry out Impact Test on ballast, a test sample of ballast pieces (about 5 kg in weight) of size 10 mm to 12.5 mm will be required. Appropriate care should be taken by the railways that ballast selected for breaking down to 10 mm to 12.5 mm size for Impact Test should be random from the ballast supply to avoid any subjectivity in selection of test sample. Alternatively, the test sample in the recommended range of size be got manufactured along with the ballast in sufficient quantity required for this test.

2.2.3 The '**Water Absorption**' tested as per IS 2386 Pt.III-1963 (Reaffirmed in 2021) following the procedure given in Annexure III should not be more than 1%. This test, however, *is to be prescribed at the discretion of CE/CTE in open line and CAO/Con. for construction projects.*

2.2.3.1 The power of relaxing for water absorption limit should be delegated to CTE in open line/CAO on construction for specified areas. However, maximum water absorption in any case should not be allowed more than 2.5%.

2.3 SIZE AND GRADATION

2.3.1 Ballast should satisfy the following size and gradation:

- | | | |
|----|----------------------------------|------------|
| a) | Retained on 65mm Sq. mesh sieve | 5% Maximum |
| b) | Retained on 40mm Sq. mesh sieve* | 40%-60% |
| c) | Retained on 20mm Sq. mesh sieve | *** |

*** Not less than 98% for machine crushed ballast

Not less than 95% for hand broken ballast

*For machine crushed ballast only.

2.3.1.1 In exceptional cases, where it is considered necessary on technical considerations, to reduce the maximum size of ballast for NG lines, CTE may modify the size & gradation of the ballast as defined above. In case of such modifications, provision given in Para 2.3.2 to 2.3.4 below shall also be suitably modified. This will be finalized before invitation of tenders and should be incorporated in the tender documents.

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2.3.2 Oversize Ballast

- i) Retention on 65mm square mesh sieve.

A maximum of 5% ballast retained on 65mm sieve shall be allowed without deduction in payment.

In case ballast retained on 65mm sieve exceeds 5% but does not exceed 10%, payment at 5% reduction in contracted rate shall be made for the full stack. Stacks having more than 10% retention of ballast on 65mm sieve shall be rejected.

- ii) In case ballast retained on 40mm square mesh sieve (for machine crushed ballast only) exceeds 60% limit prescribed in 2.3.1 (b) above, payment at the following reduced rates shall be made for the full stack in addition to the reduction worked out at i) above.

- 5% reduction in contracted rates if retention on 40mm square mesh sieve is between 60% (excluding) and 65% (including).
- 10% reduction in contracted rates if retention on 40mm square mesh sieve is between 65% (excluding) and 70% (including).

- iii) In case retention on 40mm square mesh sieve exceeds 70%, the stack shall be rejected.
- iv) In case of hand broken ballast supply, 40mm sieve analysis may not be carried out. The executive may however ensure that the ballast is well graded between 65mm and 20mm size.

2.3.3 Under Size Ballast

The Ballast shall be treated as undersize and shall be rejected if-

- i) Retention on 40mm Sq. Mesh sieve is less than 40%.
- ii) Retention on 20mm square mesh sieve is less than 98% (for machine crushed) or 95% (for hand broken).

2.3.4 Sieve Analysis of Ballast

2.3.4.1 The test sieves used for sieve analysis shall conform to the specifications given in Annexure-IV.

2.3.4.2 While carrying out sieve analysis, the screen shall not be kept inclined, but held horizontally and shaken vigorously. The pieces of ballast retained on the screen can be turned with hand to see if they pass through but should not be pushed through the sieve.

2.3.4.3 The percentage passing through or retained on the sieve shall be determined by weight. The weighing equipment used shall NOT have least count more than 100 grams.

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3. CONDITIONS FOR SUBMISSION OF TENDER

3.1 Each tenderer at the time of tendering shall submit the test report of Impact Value, Abrasion Value, Water Absorption Value from approved laboratories and the list of these laboratories shall be mentioned in the tender documents.

3.2 The tenderer shall also furnish an undertaking as incorporated in the tender document that the ballast supply at all times will conform to Specifications for Track Ballast as specified by Railway.

4. METHOD OF MEASUREMENT

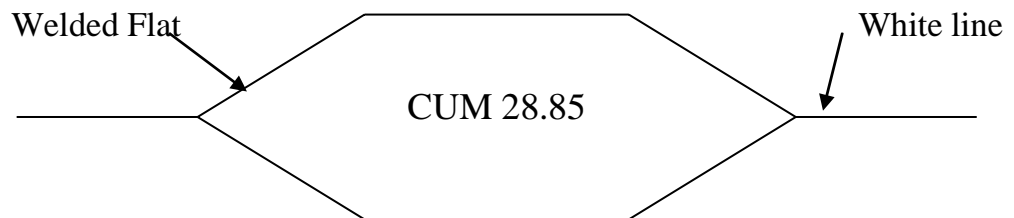
4.1 Stack Measurement

Stacking shall be done on a neat, plain and firm ground with good drainage. The height of stack shall not be less than 1m except in hilly areas where it may be 0.5m. The height shall not be more than 2.0m. Top width of stack shall not be less than 1.0m. Top of stack shall be kept parallel to the ground plane. The side slopes of stack should not be flatter than 1.5:1 (Horizontal : Vertical). Cubical content of each stack shall normally be not less than 30 cum in plain areas and 15 cum in hilly areas.

4.2 Wagon Measurement

4.2.1 In case of ballast supply taken by direct loading into wagons, a continuous white line should be painted inside the wagon to indicate the level to which the ballast should be loaded. The cubical content in cubic meter corresponding to white line should also be painted on both sides outside the wagon.

4.2.2 In addition to painted line, mentioned in para 4.2.1, short pieces of flats (cut pieces of tie bars or otherwise) with cubical contents punched shall be welded at the centre of all the four sides as permanent reference. In case the supply is taken in general service wagon, actual measurements will be taken.



4.3 Shrinkage Allowance

Payment shall be made for the gross measurements either in stacks or in wagons without any deduction for shrinkage/voids. However, when ballast supply is made in wagons, shrinkage upto 8% shall be permitted at destination while verifying the booked quantities by the consignee.

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1. SAMPLING AND TESTING

5.1 General

5.1.1 The samples shall be drawn with due diligence and adequate precaution so that they represent the true nature and condition of the ballast.

5.1.2 Being a heterogeneous material, the gradation of ballast loaded in wagons and/or dumped/inserted in the track may not remain same as that initially checked in stacks, due to lifting, loading, transportation, unloading etc. Similarly in case of direct loading into wagons, the gradation of ballast at destination may not remain same as that at source, due to loading, transportation etc. Therefore, the samples from wagons and track are not representative samples as far as gradation is concerned. Even in the same stack, results of two checks may not be same.

5.1.3 The samples from a stack taken after lapse of a long period of stacking are not representative samples of the ballast initially supplied in the stack, due to settling down of smaller size particles in voids underneath, dirt/dust getting accumulated in the stack, rains etc.

5.2 Sampling Frequency

In order to ensure supply of uniform quality of ballast, the following norms shall be followed in respect of sampling, testing and acceptance:

5.2.1 On supply of the first 100 cum, the tests for Size & Gradation, Abrasion Value, Impact Value and Water Absorption (if prescribed) shall be carried out by Railway. Further supply shall be accepted only after this ballast satisfies the specifications for these tests. Railway reserves the right to terminate the contract as per GCC at this stage itself in case the ballast supply fails to conform to any of these specifications.

5.2.2 Subsequent test shall be carried out as follows:

Type of Tests	Supply in Stacks	Supply in Wagons
(a) Size and Gradation Tests	One for each 100 cum or part thereof in any stack	One for each 100 cum or part thereof for quantity to be loaded in wagons
(b) Abrasion Value, Impact Value and Water Absorption Value (*)	One Test for every 2000 cum	

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- (*) These tests shall be done for the purpose of monitoring quality during supply. In case of the test results not being as per the prescribed specifications at any stage, further supplies shall be suspended till suitable corrective action is taken and supplies ensured as per specifications.

The above tests may be carried out more frequently, at the discretion of Railway.

5.2.3 All tests for Abrasion Value, Impact Value and Water Absorption should be got done through approved laboratories or Railway's own laboratories (list of these laboratories shall be mentioned in the tender document). These tests, subsequent to award of contract, shall be done at Railway's cost.

5.3 Supply of ballast in Stacks

5.3.1 Sampling Procedure

- (i) At the time of formation of stacks, sufficient care should be taken to ensure that there is sufficient space around the stack to facilitate movement of JCB/Power Equipments. The length and width of each stack shall be kept in such a way that every part of the stack is accessible to the JCB or Power Equipment, to be deployed for drawing "Samples".
- (ii) In case of ballast supply in stacks, three "Samples" each of 0.3-0.5 cum volume, one sample each from two sides and one sample from top after removing outer layer (150-200 mm) should be collected from stack for every 100 cum or part thereof, by JCB or other suitable Power Equipment.
- (iii) The location (in plan) and depths of sampling points shall be varied for different "Samples" and different stacks in a lot.
- (iv) "Gross Sample" should be prepared by thoroughly mixing the three "Samples" collected as in (ii) above, using JCB bucket or any other suitable Power Equipment, on a clean, flat and hard surface.

Note: In exceptional cases of site specific constraints, approval of Competent Authority (Engineer-in-charge) shall be taken prior to invitation of tender, for using manual means for collection and mixing of "Samples", and this should be incorporated in the Tender Document.

- (v) A "Test Sample" of volume 0.027 cum shall be drawn from each of the "Gross Sample", by the method described in Para 5.3.1 (vi), for carrying out Size & Gradation tests.
- (vi) Method for drawing "Test Sample": The ballast in "Gross Sample" shall be scooped into a cone shaped pile by taking care to drop each scoopful exactly over the same spot. After the cone is formed, it shall be flattened by pressing the top of cone with a smooth surface. Then it is cut into quarters by two lines which intersect at right angles at the centre of the cone. The bulk of the sample is reduced by rejecting any two diagonally opposite quarters. The remaining ballast shall be mixed and "test sample" shall be drawn for testing. After drawing "test sample", the left over ballast of "Gross Sample" shall be dumped back in the stack.

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- (vii) In case clean, flat and hard surface is not available then a tarpaulin or any other suitable sheet may be used on a flat surface for mixing, drawing and sieve analysis of samples.

5.3.2 In case of stacks of volume more than 100 cum, more than one “Test Samples” will be tested for Size & Gradation. In such cases, the sieve analysis results of all the “Test Samples” shall individually conform to following gradation, for acceptance/rejection of the whole stack:

- (i) Retention on 20mm Sq. Mesh Sieve shall not be less than 98% for machine crushed ballast (not less than 95% for hand broken ballast).
- (ii) Retention on 40mm Sq. Mesh Sieve shall be between 40 to 70%.
- (iii) Retention on 65mm Sq. Mesh Sieve shall not be more than 10%.

The full payment/reduced payment for the whole stack, as given in Para 2.3, shall be decided based on the average of the sieve analysis results of all the “Test Samples” for a stack.

5.4 Supply of ballast in Heaps for loading directly in Wagons

5.4.1 Sampling Procedure

Samples of ballast shall be collected from heaps of ballast proposed to be loaded into the wagons. For this, the contractor shall inform ADEN in-charge in writing sufficiently in advance before placement of rake, about the locations of ballast heaps from where it is to be loaded into wagons. ADEN in-charge shall decide the location of heaps from which sampling is to be done, judiciously covering the entire quantity of ballast to be loaded in the rake.

5.4.2 Based on the approx. quantity of ballast to be loaded in the rake, methodology for sampling of ballast to be followed shall be the same as in Para-5.3.1 and 5.3.2 above.

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ANNEXURE-I

Aggregate Abrasion Value
(Based on IS: 2386 Part IV-1963, Reaffirmed in 2021)

1. Apparatus

1.1 The abrasion test for track ballast shall be carried out using **Los- Angeles Machine** as per fig.1.

1.2 The **abrasive charge** shall consist of 12 nos. cast iron or steel spheres approx. 48mm dia and each weighing between 390 and 445 gm ensuring total weight of charge as 5,000 ± 25gm.

1.3 **IS sieves** of sizes 50mm, 40mm, 25mm and 1.70mm.

1.4 Drying Oven**2. Test Sample**

2.1 The test sample of 10,000gm shall consist of clean ballast conforming to the following grading:

- Passing 50mm and retained on 40mm square mesh sieve 5,000 gm@
- Passing 40mm and retained on 25mm square mesh sieve 5,000 gm@
@ tolerance of ±2% permitted.

2.2 The sample shall be dried in oven at 100 – 110 °C to a constant weight and weighed (Weight 'A').

3. Test Procedure

The test sample and the abrasive charge shall be placed in the Los- Angeles abrasion testing machine and the machine rotated at a speed of 20-33 revolutions/minute for 1000 revolutions. At the completion of test, the material shall be discharged and sieved through 1.70mm IS sieve.

4. Analysis and reporting of the Result

4.1 The material coarser than 1.70mm IS sieve shall be washed, dried in oven at 100 - 110°C to a constant weight and weighed (weight B).

4.2 The proportion of loss between Weight "A" and Weight "B" of the test sample shall be expressed as a percentage of the original weight of the test sample. This value shall be reported as:

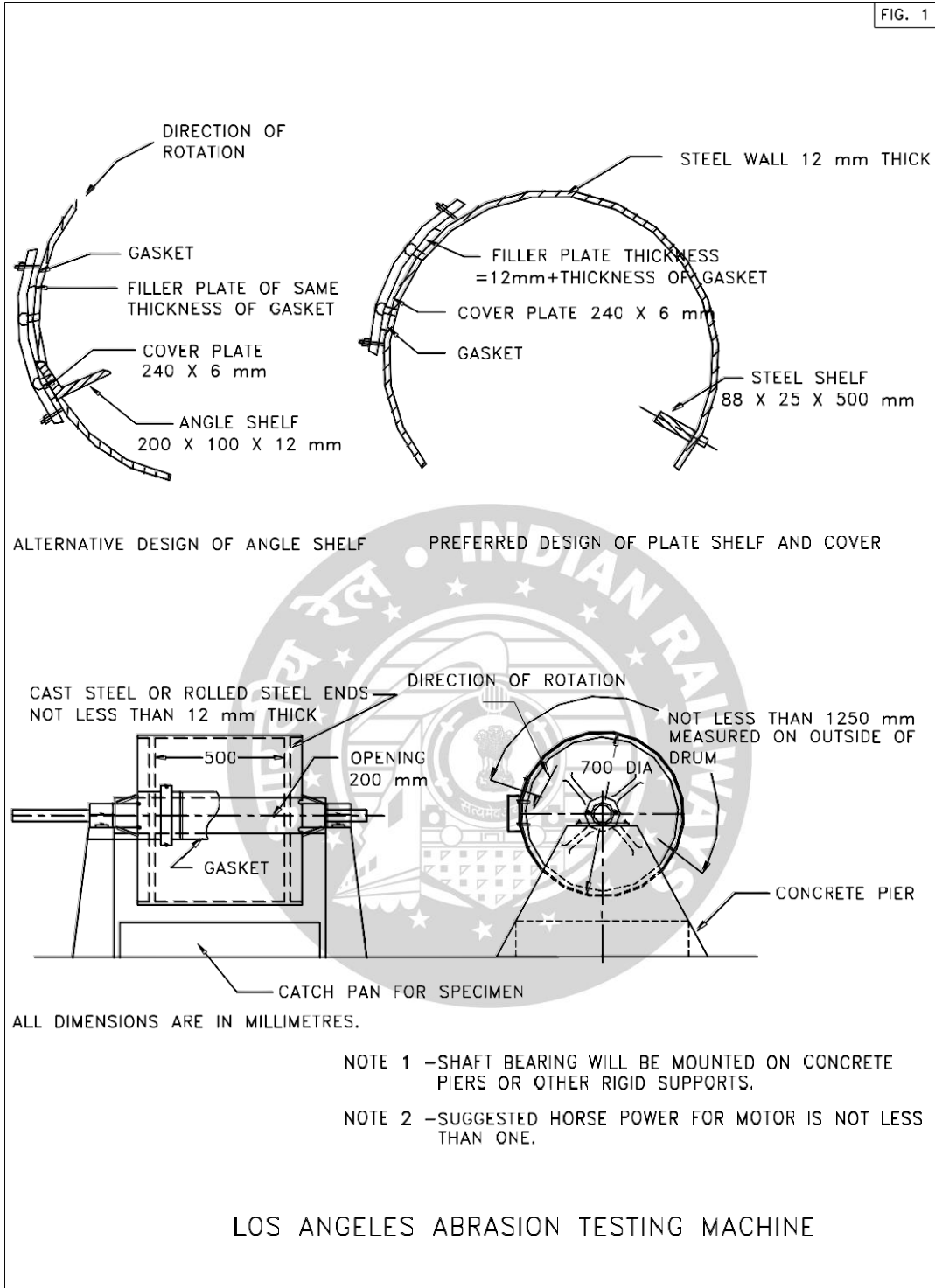
$$\text{Aggregate Abrasion Value} = \frac{(A-B)}{A} \times 100$$

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FIG. 1



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ANNEXURE-II

**Aggregate Impact Value
(Based on IS: 2386 Part IV-1963, Reaffirmed in 2021)**

1. Apparatus

The apparatus shall consist of the following

- a) **Impact testing machine** conforming to IS: 2386 part IV-1963, (Reaffirmed in 2021) as per fig.2.
- b) **IS Sieve** of sizes 12.5mm, 10mm and 2.36mm.
- c) **A cylindrical metal measure** of 75mm dia & 50mm depth.
- d) **A tamping rod** 10mm circular cross section and 230mm length, rounded at one end.
- e) **Drying Oven**

2. Test Sample

2.1 The test sample shall be prepared out of track ballast so as to conform to following grading:

- | | | |
|---|-------------------------|------|
| - | Passing 12.5mm IS sieve | 100% |
| - | Retention 10mm IS sieve | 100% |

2.2 The sample shall be oven dried for 4 hours at a temperature of 100-110°C and cooled.

2.3 The measure shall be filled about one-third full with the prepared aggregate and tamped with 25 strokes of the tamping rod. A further similar quantity of aggregate shall be added and a further tamping of 25 strokes given. The measure shall finally be filled to overflowing, tamped 25 times and the surplus aggregate struck off, using and tamping rod as a straight edge. The net weight of the aggregate in the measure shall be determined to the nearest gm (weight "A").

3. Test Procedure

3.1 The cup of impact testing machine shall be fixed firmly in the position on the base of the machine and the whole of the test sample placed in it and compacted by 25 strokes of the tamping rod.

3.2 The hammer shall be raised 380mm above the upper surface of the aggregate in the cup and allowed to fall freely on to the aggregate. The test sample shall be subjected to a total of 15 such blows, each being delivered at an interval of not less than one second.

4. Analysis and Reporting of the result

- 4.1 The sample shall be removed and sieved through 2.36mm IS sieve. The fraction passing through shall be weighed (Weight "B"). The fraction retained on the sieve shall also be weighed (Weight "C") and if the total weight (B+C) is less than the initial weight (Weight "A") by more than one gm, the result shall be discarded and a fresh test made.

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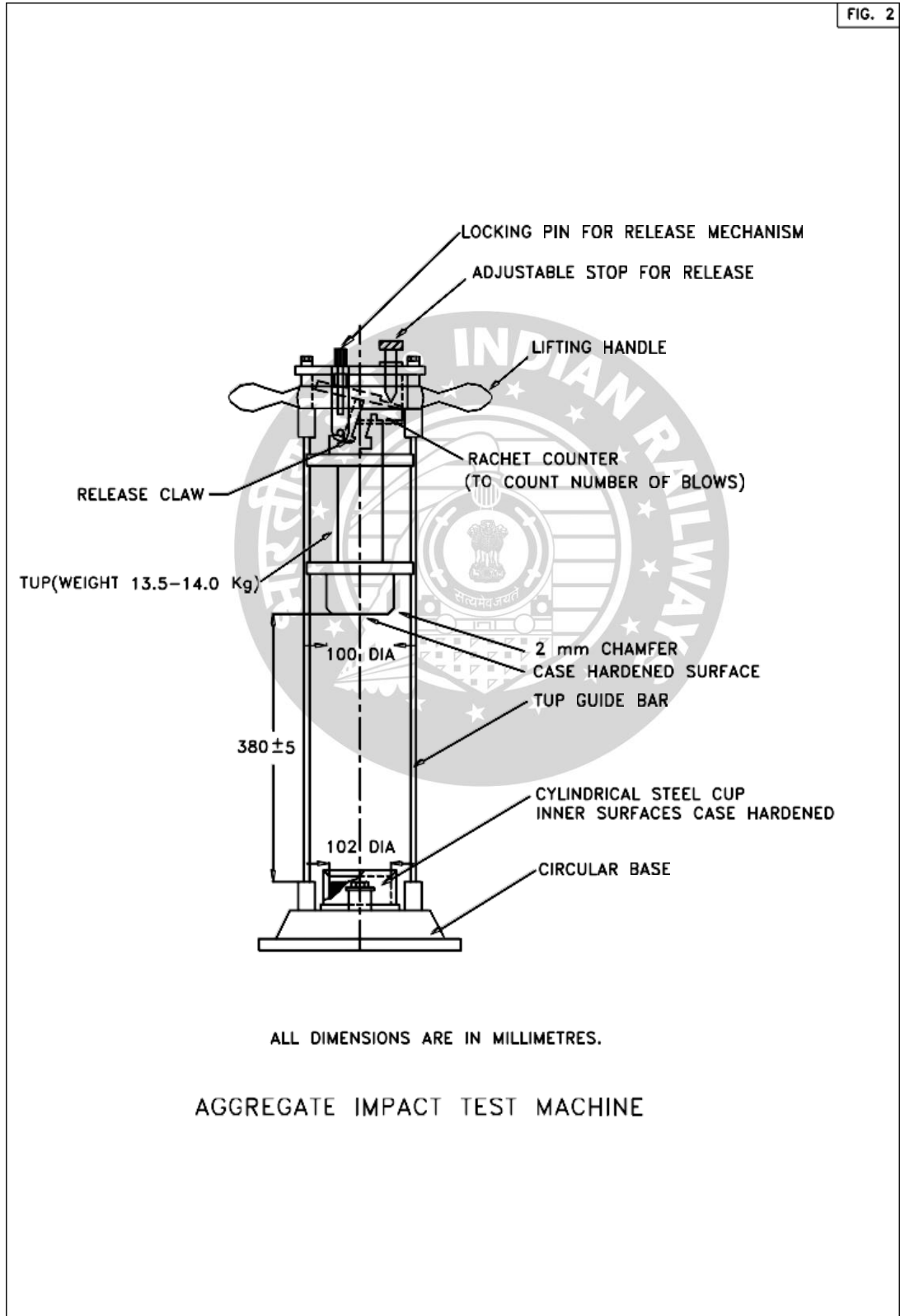
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4.2 The ratio of the weight of the fines formed to the total sample weight shall be expressed as a percentage.

$$\text{Aggregate Impact Value} = (B/A) \times 100$$

4.3 Two such tests shall be carried out and the mean of the results shall be reported to the nearest whole number as the Aggregate Impact Value of the tested material.



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ANNEXURE-III

Water Absorption
(Based on IS: 2386 Part III-1963, Reaffirmed in 2021)

1. Apparatus

The apparatus shall consist of the following:

- a) **Wire Basket-** Perforated, electroplated or plastic coated, with wire hangers for suspending it from the balance.
- b) **Water tight** container for suspending the basket.
- c) **Dry soft Absorbent cloth** 75x45 cm size 2 nos.
- d) **Shallow Tray** of minimum 650 square cm area.
- e) **Air tight container** of capacity similar to basket.
- f) **Drying Oven.**

2. Test Sample

A sample of not less than 2000gm shall be used.

3. Test Procedure

3.1 The sample shall be thoroughly washed to remove finer particle and dust, drained and then placed in the wire basket and immersed in distilled water at a temperature between 22-32°C.

3.2 After immersion the entrapped air shall be removed by lifting the basket and allowing it to drop 25 times in 25 seconds. The basket and sample shall remain immersed for a period of $24 \pm \frac{1}{2}$ hours afterwards.

3.3 The basket and aggregate shall then be removed from the water, allowed to drain for few minutes, after which the aggregate shall be gently emptied from the basket on to one of dry clothes and gently surface dried with the cloth transferring it to second dry cloth when the first will remove no further moisture. The stone aggregate shall be spread on the second cloth and exposed to atmosphere (away from direct sunlight) until it appears to be completely surface dry. The aggregate then shall be weighed (Weight "A").

3.4 The aggregate shall then be placed in an oven at a temperature 100 - 110°C for 24 hours. It shall then be removed from oven, cooled and weighed (weight 'B').

4. Analysis and Reporting of the Result

Water Absorption = $\{(A-B)/ B\} \times 100$

4.1 Two such tests shall be made and individual and mean results shall be reported.

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ANNEXURE-IV**Specification of Test Sieves used for Sieve Analysis of Ballast**

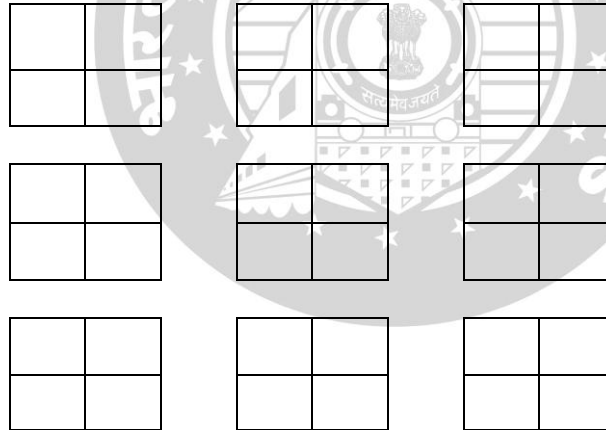
1. The test sieves shall be perforated plate sieve type with square holes/apertures, mounted on a frame. The test sieves are designated by the nominal size of holes/apertures.
2. **Material of Perforated Plate:** The perforated plate for test sieves shall be manufactured from Brass Sheet or Steel Sheet or Stainless Steel Sheet or Galvanized Steel Sheet or Electroplated Steel Sheet.
3. **Plate Thickness:** The thickness of plate used for making test sieve and the tolerance permitted for this shall be as following:

For 65mm Square Mesh Sieve - 3mm (Plus 1.0mm Minus 0.5mm)

For 40mm Square Mesh Sieve - 2mm (Plus Minus 0.5mm)

For 20mm Square Mesh Sieve - 2mm (Plus Minus 0.5mm)

4. **Arrangement of Holes/Apertures:** The square holes/apertures of size “W” in the perforated plate shall be arranged at Pitch “P” as per the sketch given below:



5. **Sieve Opening Size, Pitch of Openings and tolerances:** The nominal size of individual hole/aperture at mid-section (W), the Pitch of holes/apertures (P) and permissible tolerance for them shall be as under:

Test Sieve of Square Mesh Size	W		P	
	Nominal Size	Tolerance	Distance	Tolerance
65 mm	65 mm	(±) 1.5 mm	80 mm	(+) 12.0 mm (-) 8.0 mm
40 mm	40 mm	(±) 1.5 mm	50 mm	(+) 7.5 mm (-) 5.0 mm
20 mm	20 mm	(±) 1.0 mm	25 mm	(+) 4.0 mm (-) 2.5 mm

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6. **Sieve Frame:** The frame of test sieves shall be manufactured from Hardwood or Steel sheet or Brass sheet. The internal size of the frame(i.e. clear size of perforated plate mounted on frame) shall not be less than 100cm in length, 70cm in breadth and 10cm in height on sides.
7. **Marking on test sieves:** A label shall be fixed to the frame of each sieve, legibly marked with following information:
- (i) Nominal Aperture Size,
 - (ii) Material of perforated plate,
 - (iii) Material of sieve frame,
 - (iv) Maker's Name or Trademark, and
 - (v) An Identification Number for the sieve.

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