

**AGRA DIVISION-ENGINEERING/NORTH CENTRAL RLY
TENDER DOCUMENT**

Tender No: 2026-June-04-04

Closing Date/Time: 08/07/2026 15:00

DRM-Works/Agra acting for and on behalf of The President of India invites E-Tenders against Tender No **2026-June-04-04** Closing Date/Time 08/07/2026 15:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

1. NIT HEADER

Name of Work	Dewatering of accumulated rainwater from LHS for 01 year under jurisdiction Sr. DEN-I/Agra.		
Bidding type	Normal Tender		
Tender Type	Open	Bidding System	Single Packet System
Tender Closing Date Time	08/07/2026 15:00	Date Time Of Uploading Tender	16/06/2026 19:22
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	5992107.20	Tendering Section	MTJ AWR
Bidding Style	Single Rate for Each Schedule	Bidding Unit	
Earnest Money (Rs.)	119800.00	Validity of Offer (Days)	60
Tender Doc. Cost (Rs.)	0.00	Period of Completion	12 Months
Contract Type	Works - General	Contract Category	Expenditure
Bidding Start Date	24/06/2026		
Are JV allowed to bid	No	Number of JV Member Allowed	0
Are Consortium allowed to bid	No	Number of Consortium Member Allowed	0
Ranking Order For Bids	Lowest to Highest	Expenditure Type	Revenue

2. SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule () A-Sch-A							5992107.20	Above/ Below/P ar
1	052260	222000.00	HP Hour	45.37	10072140.00	(-) 43.37	5703852.88	
	Description:- Dewatering of natural or accumulated water from any location. Payment to be done for Horse power of pump multiplied by pumping hours.							
2	013030	1450.00	cum	192.80	279560.00	3.11	288254.32	
	Description:- Cleaning out silt from bed of reservoir/canals including 50m lead and lift up to 1.5m.							

3. ITEM BREAKUP

No item break up added	
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4. ELIGIBILITY CONDITIONS

Standard Financial Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
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1	Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or V which ever is less; where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Annexure-VI-B attached with 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.	No	No	Allowed (Mandatory)
1.1	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	No	No	Not Allowed

Standard Technical Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	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:: Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or One similar work each costing not less than the amount equal to 60% of advertised value of the tender.	No	No	Allowed (Mandatory)
1.1	(b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges - substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or (ii) Two similar works each costing not less than the amount equal to 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.	No	No	Not Allowed
1.1.1	(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.	No	No	Not Allowed

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

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1.4.3	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	No	No	Not Allowed
1.4.4	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.	No	No	Not Allowed
1.4.5	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 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.	No	No	Not Allowed
1.4.6	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	No	No	Not Allowed
1.4.7	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.	No	No	Not Allowed
1.4.8	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.	No	No	Not Allowed
1.4.9	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.	No	No	Not Allowed
1.4.10	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.	No	No	Not Allowed
1.4.11	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.	No	No	Not Allowed
1.4.12	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.	No	No	Not Allowed
1.4.13	In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.	No	No	Not Allowed
1.4.14	In case company A is merged with company B, then company B would get the credentials of company A also.]	No	No	Not Allowed
1.5	Defination of Similar Work :- Any civil engineering works.	No	No	Not Allowed

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

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

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

S.No.	Description
1	Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. Please submit a certificate in the prescribed format (please download the format from the link given below). Non submission of the certificate, or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of your offer. (Click here to download the Format of Self Certification)

5. COMPLIANCE

Commercial-Compliance

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Please submit your bank details i.e. Name of the Bank along with Bank Branch Code, Account Number, IFSC Code, and PAN Number.	No	No	Allowed (Mandatory)
2	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.	No	No	Allowed (Mandatory)
2.1	Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.	No	No	Allowed (Mandatory)
2.2	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	No	No	Allowed (Optional)

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2.3	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. In addition to Annexure-V, in case of other than Company/Proprietary Firm, Annexure-V (A) shall also be submitted by 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.	No	No	Allowed (Mandatory)
2.3.1	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. In addition to Annexure-V, in case of other than Company/Proprietary Firm, Annexure-V (A) shall also be submitted by 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 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.	No	No	Allowed (Mandatory)
2.4	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.	No	No	Not Allowed
2.5	(a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender bid security besides banning of business for a period of upto two years.	No	No	Not Allowed
2.5.1	(b) In case of any information submitted by tenderer is found to be false, forged or incorrect 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 years.	No	No	Not Allowed
2.6	Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.	No	No	Not Allowed
3	The accepted rates shall be deemed to include and cover all fees, taxes, duties, royalties, rent etc.	No	No	Not Allowed
4	Income Tax, Surcharge thereof, Goods & Service Tax (GST Act, 2017) and any other applicable tax shall be recovered from contractor's bill as per rule in force.	No	No	Not Allowed
5	Implementation of GST Act, 2017 - Procedure for payment of Contractual bill is given in General Instructions attached in document. Please go through the procedure before submission of the offer.	No	No	Not Allowed
6	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Allowed (Optional)

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7	The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.	No	No	Allowed (Mandatory)
7.1	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.	No	No	Allowed (Mandatory)
8	The tenderer will give full information (in annexure-1) 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,if a tenderer is - 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	No	No	Allowed (Mandatory)
8.1	If 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. (in annexure-1)	No	No	Allowed (Mandatory)

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General Instructions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	All documents related to Joint venture/ Consortium/ MOU, duly notarized should be uploaded at the time of submission of bid.	No	No	Not Allowed
2	Applicability of JVs/ CONSORTIUM/ MOUs: JVs/ Consortium/ MOUs shall be considered for the tenders of value more than Rs. 10 crore (Ten crore).	No	No	Not Allowed
3	Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) : a) Materials supplied by Railway to the Contractors, either free or at fixed rate; b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39(1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s). Base Month: The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration. Validity: Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except: (a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37, (b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder. Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed. As per Rly Bd's letter No.2013/CE-I/CT/O/10/PVC/Pt.I dated 27.01.15 Price Variation Clause (PVC) of General Conditions of Contract (GCC) shall not apply to such a works contract which is either an Annual Maintenance Contract (AMC) or a Zonal Contract.	No	No	Not Allowed

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4	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. 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.	No	No	Not Allowed
4.1	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 (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1)GCC in case applicable.	No	No	Not Allowed
4.1.1	(ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, 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 these conditions, the Security Deposit shall not be forfeited.	No	No	Not Allowed
4.2	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 this clause will be payable with interest accrued thereon.	No	No	Not Allowed
5	PERFORMANCE GUARANTEE (PG)	No	No	Not Allowed
5.1	If a tender is accepted on the quoted rate of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as per para 16(4)(h) of Part-II of GCC 2022 as mentioned in ACS 11 of GCC.	No	No	Not Allowed

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5.2	The procedure for obtaining Performance Guarantee is outlined below: (a) The successful bidder shall have to submit a Performance Guarantee (PG) and additional Performance Guarantee within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22ndday after the date of issue of LOA. Further, if the 60thday happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.	No	No	Not Allowed
5.2.1	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 16(4)(h) in any of the following forms:- (i) A deposit of Cash; (ii) Irrevocable Bank Guarantee; (iii) Insurance Surety Bond as per Annexure XVII 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; (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 Sr. DFM/NCR/Agra (free from any encumbrance) may be accepted.	No	No	Not Allowed
5.2.2	The Performance Guarantee and Additional 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. and additional P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.	No	No	Not Allowed
5.2.3	The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.	No	No	Not Allowed
5.2.4	The Performance Guarantee (PG) and Additional Performance Guarantee shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.	No	No	Not Allowed
5.2.5	Whenever the contract is rescinded, the Performance Guarantee and Additional Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.	No	No	Not Allowed

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5.2.6	The Engineer shall not make a claim under the Performance Guarantee and Additional 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 and Additional Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee and Additional 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 the GCC.	No	No	Not Allowed
6	VARIATION IN EXTANT OF CONTRACT : 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. 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.	No	No	Not Allowed
6.1	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.	No	No	Not Allowed
6.2	(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.	No	No	Not Allowed
6.3	(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	No	No	Not Allowed
6.3.1	(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;	No	No	Not Allowed
6.3.2	(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;	No	No	Not Allowed
6.3.3	(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.	No	No	Not Allowed

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6.3.4	(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 agreement 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.	No	No	Not Allowed
6.4	(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.	No	No	Not Allowed
6.5	(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).	No	No	Not Allowed
6.6	Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (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 expressly 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 Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.	No	No	Not Allowed
7	Provision of Efficient and Competent Staff at Work Sites by the Contractor:	No	No	Not Allowed
7.1	The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.	No	No	Not Allowed
7.1.1	The contractor shall at once remove from the works any agents, permitted sub contractor, supervisor, workman or labourer who shall be objected to by the engineer and if and whenever required by the engineer, he shall submit a correct return showing the names of all staff and workman employed by him.	No	No	Not Allowed
7.1.2	In the event of the engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workman as is necessary for proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff & labour as specified by the engineer within seven days of being so required and failure on the part of contractor to comply with such instructions will entitle the railway rescind the contract under clause 62 of the conditions.	No	No	Not Allowed
8	Clause 26A to GCC - Deployment of qualified Engineers at work site by the contractor:	No	No	Not Allowed

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8.1	The Contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract prescribed by the ministry of railways as under: (a) One Qualified Graduate Engineer when cost of work to be executed is Rs.200 lakh & above and, (b) One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs. 25Lakh, but less than Rs.200Lakh.	No	No	Not Allowed
8.2	In case the contractor fails to employ the engineer, as aforesaid in Para 26A.1, he shall be liable to pay a penalty at the rate of Rs.40000/- and Rs.25000/- for each month or part thereof for the default period for the provisions, as contained in Para 26.A.1 (a) & (b) above respectively.	No	No	Not Allowed
8.3	No. of qualified engineers required to be deployed by the contractor for various activities contained in the works contract shall be specified in the tender document as 'special condition of contract' by the tender inviting authority.	No	No	Not Allowed
9	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 passing 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.	No	No	Not Allowed
10	Care in Submission of Tenders:	No	No	Not Allowed
10.1	(a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.	No	No	Not Allowed
10.1.1	(ii)Tenderers will examine the various provisions of The central Goods and services Tax Act, 2017(CGST)/Integrated Goods and Srvices Tax Act,2017(IGST)/Union Territory Goods and Services Tax Act,2017 (UTGST)/respective state's State Goods and Services Tax Act(SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.	No	No	Not Allowed
10.1.2	(iii)The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.	No	No	Not Allowed
10.1.3	(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.	No	No	Not Allowed
10.2	(b) When work is tendered for by a firm or company of contractors, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.	No	No	Not Allowed

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10.3	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.	No	No	Not Allowed
11	Letter of Credit' as Mode of payment in Works Tenders or Service Tenders	No	No	Not Allowed
11.1	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. The detail guidelines along with Annexure-1 & Annexure-2 is attached with documents as 'Letter of Credit'.	No	No	Not Allowed
12	clause 55 B to GCC: Provision of employees provident fund and Miscellaneous provisions act 1952: The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.	No	No	Not Allowed
13	The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society /Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.	No	No	Not Allowed
13.1	Following documents shall be submitted by the tenderer:(a) Sole Proprietorship Firm: (i) An undertaking that he is 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 member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. (ii) All other documents in terms of explanatory notes in clause 10 mentioned in eligibility criteria.	No	No	Not Allowed
13.2	(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) An undertaking that the HUF is 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 member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. (iii) All other documents in terms of explanatory notes in clause 10 mentioned in eligibility criteria.	No	No	Not Allowed
13.3	Participation of Partnership Firms in works tenders: The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.	No	No	Not Allowed
13.3.1	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.	No	No	Not Allowed

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13.3.2	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.	No	No	Not Allowed
13.3.3	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	No	No	Not Allowed
13.3.4	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.	No	No	Not Allowed
13.3.5	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	No	No	Not Allowed
13.3.6	One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.	No	No	Not Allowed
13.3.7	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.	No	No	Not Allowed
13.3.8	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.	No	No	Not Allowed

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13.3.9	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. (b) Duration of the partnership deed and partnership firm agreement: The partnership deed/partnership firm agreement shall normally not be modified/altered/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 Railway.	No	No	Not Allowed
13.3.10	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. (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract. (iv) All other documents in terms of Para 10 of explanatory notes in clause 10 mentioned in eligibility criteria.	No	No	Not Allowed

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13.4	<p>Documents to be enclosed by the JV along with the tender: 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) 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. (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 (iv) 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 (4) 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. (v) 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. (5) 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 S</p>	No	No	Not Allowed
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13.5	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) An undertaking that the Company is 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 member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. (v) All other documents in terms of explanatory notes in clause 10 mentioned in eligibility criteria	No	No	Not Allowed
13.6	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 explanatory notes in clause 10 mentioned in eligibility criteria	No	No	Not Allowed
13.7	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 explanatory notes in clause 10 mentioned in eligibility criteria	No	No	Not Allowed
13.8	If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.	No	No	Not Allowed
13.9	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.	No	No	Not Allowed
13.10	A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.	No	No	Not Allowed
13.11	The Railway will not be bound by any change 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	No	No	Not Allowed

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13.12	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.	No	No	Not Allowed
14	Employment/Partnership etc. of Retired Railway Employees:	No	No	Not Allowed
14.1	(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 a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors AND in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender THEN the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.	No	No	Not Allowed
14.2	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.	No	No	Not Allowed

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14.3	(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.	No	No	Not Allowed
14.4	Note:-If information as required as per a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.	No	No	Not Allowed
15	Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee and additional Performance Guarantee as well as Security Deposit.	No	No	Not Allowed
16	The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part - II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable	No	No	Not Allowed
17	Bid Security	No	No	Not Allowed
17.1	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 Annexure-VIA (attached in document tab) and shall be valid for a period of 90 days beyond the bid validity period.	No	No	Not Allowed
17.2	In case, submission of Bid Security in the form of Bank Guarantee, tenderer shall ensure following compliance, otherwise the offer will be summarily rejected	No	No	Not Allowed
17.3	(i)A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender	No	No	Not Allowed
17.4	(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)	No	No	Not Allowed
17.5	(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.	No	No	Not Allowed
17.6	(iv)The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender	No	No	Not Allowed
17.7	(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.	No	No	Not Allowed
17.8	(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	No	No	Not Allowed
17.9	The envelope shall be addressed to the officer and address as mentioned in the tender document.	No	No	Not Allowed

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17.10	If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.	No	No	Not Allowed
17.11	Bid security, if submitted in the form of Bank Guarantee, the original bank guarantee shall be submitted to concerned SSE(Drg.)/Rates section of DRM(Works) Office, Agra before closing date for submission of bids (i.e. excluding the last date of submission of bids). The beneficiary of Bank guarantee should be Sr. DFM/N.C. Rly./ Agra.	No	No	Not Allowed

Special Conditions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Guidance for filling of annexure-VA : Formats for guidance for filling annexure-VA by the partnership firm/JV/HUF/LLP is attached as documents. Before filling the annexure-VA, please go through the formats for guidance. In case of any disputes, the provision contained in GCC will prevail.	No	No	Not Allowed
2	Offer will be evaluated on the basis of tender schedule & special conditions mentioned in tender document. Conditional offer submitted by the tenderer is liable to be rejected at the discretion of Railways.	No	No	Not Allowed
3	Contractor will clear/clean the work site after completion of the work, to the satisfaction of site engineer.	No	No	Not Allowed
4	All false work, staging etc. should be so erected, clamped and secured that these should not infringe / moving dimension and obstruct the railway traffic.	No	No	Not Allowed
5	In terms of clause 26A.3 of GCC, the Contractor shall deploy atleast one Diploma Holder Engineers at site during the execution of work.	No	No	Not Allowed
6	Special Conditions of contract for mandatory updation of Labour Data on Railway's Srakimkalyan Portal by Contract. Clause 54 & 55 of Indian Railway General Conditions of Contract deals with Wages to labour and action in case of default of contractor to payment of wages. In order to increase transparency in payment of Contract Labour wages and other payments, a web based e-application has been developed and hosted on website www.shramikkalyan.indianrailway.gov.in . All contractors are required to upload details of their LoAs, engaged workmen, wage payment details, PF/ESI details, bonus details etc., on monthly basis. This details so uploaded shall be available in public domain. In order to ensure prompt and proper uploading of details related to LoAs, engaged workmen, wage & other payment details. The special condition is as under:	No	No	Not Allowed

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6.1	A. Contactor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railway 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 on 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 Agreement 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.	No	No	Not Allowed
6.2	B. 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 of Engineer's representatives that " I have uploaded the correct details of contract labours engaged in connection with this contract and payment made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____ Month, _____ year."	No	No	Not Allowed
7	Old GCC has been changed and replaced with new General Conditions of Contract-2022, which has been added in tender document. Please go through this new General Condition of Contract-2022 before bidding. In case of any discrepancy, contradiction with regard to GCC (except special condition of contract) in that case GCC- 2022 will be applicable.	No	No	Not Allowed
7.1	GCC-April'2022 is to be read with Advance Correction Slip no. 1 to 11 of GCC April'2022, issued by Railway Board time to time (ACS 1 to 8 are incorporated in GCC-2022 document and ACS 9, 10 & 11 are attached separately).	No	No	Not Allowed

Undertakings

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	I/We have read the various conditions / special conditions attached/ referred / an exhaustive list of Specifications/Branded materials, which are to be used in the tenders of Works contract which is attached with tender document as "List of Branded material" and agree to abide by the said conditions	No	No	Not Allowed
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 Specifications of materials and works and Special Conditions of Contract as laid down by Railway in the annexed Special Conditions/Specifications with all correction slips up-to-date for the present contract.	No	No	Not Allowed

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3	I/We hereby Confirm that the rates, rebates and/or other financial terms, if any, quoted by us in the relevant fields of the Financial Bid page will only be the ruling terms for deciding the inter-se ranking, and any such condition having financial repercussions, if quoted by us anywhere else including attached documents shall not be considered for deciding inter-se ranking. However, Railways shall have the right to incorporate any such condition quoted by us, in the contract, at their discretion, if contract is placed on us.	No	No	Not Allowed
4	Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.	No	No	Not Allowed
5	I/ We have visited the works site and I / We am / are aware of the site conditions.	No	No	Not Allowed
6	I/We have submitted full information in prescribed format regarding membership / employment of retired Gazetted officer and family members working in gazetted capacity in the Engineering or any other department of the railways. If no information is provided in this regard or if Annexure-1 is not submitted then the information shall be treated as nil. If found that information in this regard as required as per clause 16 a), b), c) of GCC-2022 has been concealed, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.	No	No	Not Allowed
7	I/We have carefully gone through the clause no.10 to 18 of GCC'2022 and understood that due to non-compliance of commercial compliance mandatory requirement of these clauses given in tender document, my/our offer will be rejected.	No	No	Not Allowed

6. Documents attached with tender

S.No.	Document Name	Document Description
1	Splcondn_merged.pdf	Special conditions
2	LetterofCredit.pdf	letter of credit
3	annexure-1.pdf	Annexure-1
4	Annexure-VIA.pdf	Annexure-VIA
5	CS11toGCC2022.pdf	ACS 11 of GCC
6	Annexure-VA.pdf	Annexure VA
7	GuidanceforfillingofAnnexure-VA.pdf	Guidance for filling of Annexure-VA
8	AnnexureV.pdf	Annexure V
9	GCC-2022uptoACS8.pdf	GCC 2022 up to ACS-8
10	ACS10ofGCC_1.pdf	ACS 10 of GCC
11	Annexure-VIB.pdf	annexure-VIB
12	CS9ofGCC2022.pdf	ACS-9 to GCC

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

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

Signed By: VIVEK KUMAR BAJAJ

Designation : Sr.DENI