

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

Tender No: AGCTRTD202616

Closing Date/Time: 13/07/2026 15:00

Sr. DEE/TRD/AGC acting for and on behalf of The President of India invites E-Tenders against Tender No **AGCTRTD202616** Closing Date/Time 13/07/2026 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	Dismantling of Rail Crane No. WMC-101 from existing BFR No. BRN 555079360500 and remounting to fresh BFR including repairing the rail crane (Rail Crane Make-PLS, Manufacturing Year- 2008, Located at BAAD Railway Station)		
Bidding type	Normal Tender		
Tender Type	Open	Bidding System	Single Packet System
Tender Closing Date Time	13/07/2026 15:00	Date Time Of Uploading Tender	17/06/2026 15:47
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	2079549.40	Tendering Section	SR.DEE/TRD
Bidding Style	Single Rate for Tender	Bidding Unit	Above/Below/Par
Earnest Money (Rs.)	41600.00	Validity of Offer (Days)	60
Tender Doc. Cost (Rs.)	0.00	Period of Completion	6 Months
Contract Type	Works - General	Contract Category	Expenditure
Bidding Start Date	29/06/2026		
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-Charges for Dismantling of Rail crane from Existing BFR and Remounting on Fresh BFR of Crane No WMC-101							944000.00	
01	A	1.00	Job	944000.00	944000.00	AT Par	944000.00	
	Description:- Charges for Dismantling of Rail crane from Existing BFR and Remounting on Fresh BFR of Crane No WMC-101							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule () B-Spares Cost for Remounting of Base Frame on fresh wagon as per Annexure-1							114187.42	
01	B	1.00	Job	114187.42	114187.42	AT Par	114187.42	
	Description:- Spares Cost for Remounting of Base Frame on fresh wagon as per Annexure-1							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule () C-Spare Parts Required for Repair of crane as per Annexure-2							856161.98	
01	C	1.00	Job	856161.98	856161.98	AT Par	856161.98	
	Description:- Spare Parts Required for Repair of crane as per Annexure-2							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule () D-Hiring Charges for Hydra Crane							53100.00	
01	D	1.00	Job	53100.00	53100.00	AT Par	53100.00	
	Description:- Hiring Charges for Hydra Crane							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule () E-Hiring Charges for Gen-set 62 KVA							59000.00	

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01	E	1.00	Job	59000.00	59000.00	AT Par	59000.00	
Description:- Hiring Charges for Gen-set 62 KVA								
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule () F-Hiring Charges for MIG & ARC Welding and Cutting Gases etc							53100.00	
01	F	1.00	Job	53100.00	53100.00	AT Par	53100.00	
Description:- Hiring Charges for MIG & ARC Welding and Cutting Gases etc								

3. ITEM BREAKUP

No item break up added

4. ELIGIBILITY CONDITIONS

Special Technical Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The tenderer must confirm & certify below mentioned paras.	No	No	Allowed (Mandatory)

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

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

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

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

5. COMPLIANCE

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Commercial-Compliance

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	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. 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 opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was /is a partner/member by the authorized representative of the firm.	No	No	Allowed (Mandatory)
1.1	Following documents shall be submitted by the tenderer:	No	No	Allowed (Optional)
1.1.1	Sole Proprietorship Firm: 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 opening 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. All other documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC 2022. All the documents regarding the eligibility criteria.	No	No	Allowed (Optional)
1.1.2	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 opening 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. All other documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC 2022. All the documents regarding the eligibility criteria.	No	No	Allowed (Optional)
1.1.3	Partnership Firms: 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 partnership deed. (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm. (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. All documents as mentioned in para 18 of the Tender Form (Second Sheet) of GCC 2022. All the documents regarding the eligibility criteria.	No	No	Allowed (Optional)

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1.1.4	Joint Venture: A. 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, (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. B. In case one or more members is/are HUF, the following documents shall be enclosed: (i) A copy of notarized affidavit on Stamp Paper declaring that 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. C. In case one or more members of the JV s/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. All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members. All documents as mentioned in para 17 of the Tender Form (Second Sheet) of GCC 2022. All the documents regarding the eligibility criteria.	No	No	Allowed (Optional)
1.1.5	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 opening 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 All other documents in terms of explanatory notes in clause 10 of GCC 2022. All the documents regarding the eligibility criteria.	No	No	Allowed (Optional)
1.1.6	LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act- 2008, the tenderer shall submit along with the tender:(i) A copy of LLP Agreement(ii) A copy of Certificate of Incorporation (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.(iv) An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. All other documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC 2022. All the documents regarding the eligibility criteria.	No	No	Allowed (Optional)

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1.1.7	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 Para 10 of the Tender Form (Second Sheet) of GCC 2022. All the documents regarding the eligibility criteria.	No	No	Allowed (Optional)
1.1.8	Annexure-V (A) has to be properly filled and uploaded in same format as attached in document.	No	No	Allowed (Optional)
1.2	Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site & 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 Condition of Contract for the completion of works to the entire satisfaction of the Engineer	No	No	Allowed (Optional)
2	Credentials of Tenderers: The tenderers shall provide satisfactory documentary evidences acceptable to Railway (certificate from private individuals for whom such works are executed / being executed will not be accepted) along with the tender to show that:	No	No	Allowed (Optional)
2.1	They have an established technically competent and adequate staff organization to ensure that the services required under this tender can do satisfactorily. The Tenderer shall provide the list of personnel available in hand and proposed to be inducted for the subject work along with the offer.	No	No	Allowed (Optional)
2.2	They have sufficient equipments; plants and machinery to meet the obligations under the contract and to complete the work contract all within the stipulated time schedule and accepted by him. The Tenderer shall provide the list of equipments, plants and machinery available in hand and proposed to be inducted (own and hired basis separately) for the subject work along with the offer.	No	No	Allowed (Optional)
2.3	The Tenderer should submit the details of all similar works done in the past.	No	No	Allowed (Optional)
2.4	The Tenderer should submit the attested copies of the certificates obtained from the agencies wherever the works have completed successfully. These certificates should indicate the details of installation and successful commissioning of the similar type of equipments executed by the Tenderer.	No	No	Allowed (Optional)
2.5	The Tenderer will submit, along with offer list of work in hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award of work.	No	No	Allowed (Optional)
2.6	They have adequate financial resources to meet the obligations under the contract. They have to submit the report from recognized bank or financial institutions.	No	No	Allowed (Optional)
3	Period of completion- The Railway expects that contractor should be able to complete the work in all respects within 06 months after contract is awarded. Which may be extended in the interest of Railway.	No	No	Not Allowed
4	Payment condition:- Running payment may be released subject to the satisfactory physical progress of the work at site. All Taxes will be deducted from the payment by the Railway as per extent rule. This being a work contract, rates should be inclusive of all tax/surcharge liabilities. Payment of work will be made through EFT/ECS/LC as accepted by the Railway.The rates shall remain unchanged throughout the contract period. No octroi is payable. However, a certificate may be issued to the effect that material is for Railway use.	No	No	Not Allowed

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4.1	a) Payment of on account bill for the Tendered work will be arranged by the Sr. Divisional Electrical Engineer, Traction Distribution, North Central Railway, Agra in charge of the work through the associate accounts officer. i) PAYMENT FOR SUPPLY ITEMS - 90% of the accepted cost of material supplied will be paid when the materials are supplied subject to furnishing of Inspection certificate and receipt order by the nominated consignee. Balance 10% of the cost of the material supplied, shall be paid after completion / commissioning of the entire work. ii) PAYMENT FOR EXECUTION ITEMS - For items other than supply, 90% on account payment will be on the basis of measurements recorded and the balance 10% payment of the item shall be released after completion / commissioning of the entire work. iii) PAYMENT FOR MIXED ITEMS WHERE SUPPLY, INSTALLATION & COMMISSIONING ARE INVOLVED ITEMS - 80% of the accepted cost of material supplied will be paid when the materials are supplied subject to furnishing of Inspection certificate and receipt order by the nominated consignee. 10% will be paid after installation of particular item. Balance 10% shall be paid after completion / commissioning of the entire work. b. Wherever the Central / State Government makes it obligatory for the Railway to deduct any amount towards any tax the same will be deducted in addition to the income tax from Contractor's bills and remitted to the concerned authority.	No	No	Not Allowed
5	Tenderer may carefully note that their contract agreement for this work is liable to be terminated at any time later, in case any of the information furnished by them is found untrue or any adverse points come to light subsequently. The decision of railway in this regard shall be final and binding.	No	No	Not Allowed
6	Penalty, for delay in execution of work beyond the completion period will be levied and recovered from the payment due to the contractor as per the condition mentioned in Para 17-B of General condition of contract (GCC) except when the extension in completion period is granted by Railway for genuine reasons to be given in writing by the contractor as per the condition mentioned in Para 17-A of General condition of contract (GCC). Such an extension should be obtained before expiry of period of completion. If the progress of work is not considered satisfactory by Rly. contract may be terminated with forfeiture of security deposit	No	No	Not Allowed
7	Shramik Kalyan portal	No	No	Allowed (Mandatory)
7.1	Contractor is to abide by the provisions 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 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 Acceptance (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 fitted by contractor within 7 days of receipt of such request. (d) After approval of LOA by engineer, contractor shall fill the salient details of contractor 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	Allowed (Mandatory)

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7.2	While processing payment of any "on account bill" or Final bill or release of Advance 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.shramikkalayn.indianrailways.gov.in till ... month ... year.	No	No	Allowed (Mandatory)
8	Please submit your bank details i.e.Name of the Bank along with Bank Branch Code, IFSC Code, Beneficiary name, Account Number, Type of account, PAN and GSTN Number.	No	No	Allowed (Mandatory)
9	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Allowed (Optional)

General Instructions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The tenderer shall hold the offer open up to 60 days within which period the tenderer cannot withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for banning 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. It is understood that the tender document have been sold/issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender, he will not resile from his offer or modify the terms and conditions therefore in a manner not acceptable to the Sr. Divisional Electrical Engineer/ Traction Distribution/Agra of the North Central Railway.	No	No	Not Allowed
2	It shall not be obligatory on the said authority to accept the lowest tender and no Tenderer/tenderers shall demand any explanation for the cause of rejection of his/their tender.	No	No	Not Allowed
3	If a Tenderer expires after the submission of his tender or after the acceptances of his tender, the Railway shall deem such tender as 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.	No	No	Not Allowed
4	The authority for the acceptance of the tender will rest with the Sr. DEE/TRD/Agra, North Central Railway who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders.	No	No	Not Allowed
5	The successful Tenderer/Tenderers shall be required to execute an Agreement with the President India acting through the Sr. Divisional Electrical Engineer/Traction Distribution/NCR/Agra of the Railway, for carrying out the work according to the general Conditions of Contract and Specification work and Materials of North Central Railway.	No	No	Not Allowed
6	The special condition of tenders and contracts & the General Condition Contract should be considered a part contract agreement documents. Where the provisions of these conditions are at variance with the general conditions of the contract, the special conditions shall prevail.	No	No	Not Allowed
6.1	The General Conditions of contract will mean the General Condition of Contract as amended and/or corrected from time to time and obtaining at the time of accepting of the tender and at the of execution of the agreement. It should be the responsibility of the contractor before submitting his tender and again before entering into said agreement to ascertain all amendment and/or correction made to the said general conditions of contract.	No	No	Not Allowed

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7	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.	No	No	Not Allowed
7.1	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	No	No	Not Allowed
7.2	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
7.3	(1) Refund of Security Deposit: Security Deposit shall be returned to the Contractor along with or after, the following:(a) Final Payment of the Contract as per clause 51. (1) 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 of 12 months. (2) 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. (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 this clause will be payable with interest accrued thereon.	No	No	Not Allowed

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8	Performance guarantee (PG): 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 up to 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 Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit 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
8.1	The Performance Guarantee should be submitted in favour of Sr. DFM/NCR/Agra	No	No	Not Allowed
8.2	The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:-(i) A deposit of Cash;(ii) Irrevocable Bank Guarantee;(iii) Government Securities including State Loan Bonds at 5% below the market value;(iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India; (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India; (vi) Deposit in the Post Office Saving Bank;(vii) Deposit in the National Savings Certificates;(viii) Twelve years National Defence Certificates;(ix) Ten years Defence Deposits;(x) National Defence Bonds and(xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.	No	No	Not Allowed
8.3	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 up to 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. 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. The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.	No	No	Not Allowed
8.4	Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed. The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:(i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee. (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer. (iii) The Contract being determined or rescinded under clause 62 of these conditions	No	No	Not Allowed

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9	Variation in quantities: The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts: 1.1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. 1.2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:	No	No	Not Allowed
9.1	Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than SG / JAG Grade, i)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. ii)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. iii)Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender. a.The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value. b.Execution of quantities beyond 150% of the overall agreement al value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of PFA and approval of General Manager.	No	No	Not Allowed
9.2	In cases where decrease is involved during execution of contract: a)The contract signing authority can decrease the items up to 25% of individual item. b)For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities. c)It should be certified that the work proposed to be reduced will not be required in the some work.	No	No	Not Allowed
9.3	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. No such quantity variation limit shall apply for foundation items.	No	No	Not Allowed
9.4	As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS 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). For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies. For tenders accepted by General Managers, variations up to 125% of the original agreement value may be accepted by General Manager.	No	No	Not Allowed
10	Opening of e-tender online:- The e-tenders will be opened online using the IREPS portal. No representative is required to be present for opening of tender and taking notes of rates quoted and ranking as the complete details of rates etc. of all the bidders shall be available to the bidders in the website after the opening of the tender.	No	No	Not Allowed
11	In case the date of closing mentioned in the Notice Inviting Tender is declared a holiday/bandh/strike etc. on any account, the date of closing tender online will not be changed as the application in the website of IREPS does not permit submission of any offer after closing date and time of the tender. However, opening of tenders online will be on any convenient day after the closing date/time of tenders.	No	No	Not Allowed

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12	Whenever a Railway employee's family proposes to take up a contract work in Railway, proof of intimation to Railway authority regarding proposed quoting for the work by Railway employee family member needs to be enclosed with the offer. The definition of family will be as defined in item No.2(c) of Railway Services (Conduct) Rules, 1966- means of family.	No	No	Not Allowed
13	The Railway administration reserve the right to reject any tender either in whole or in part without assigning any reason whatsoever. The final acceptance of the tender shall rest with the competent authority of Railway who reserve the right to accept or reject any tender without assigning any reason thereof and does not bind himself to accept the lowest tender only.	No	No	Not Allowed
14	Tenderers are advised to go through the tender booklet for detail condition, scope of work and other technical conditions/specification, maintenance schedule, all penalty conditions, make list, earthing drawing, approved/likely source of material related with the work before submitting their offer.	No	No	Not Allowed
15	The Tenderer/Tenderers shall quote his/their rates with reference to each item and must tender for all the item shown in the attachment schedule. The quantities shown in the attached schedule are giving as guide and are approximate only and are subject to variation according to the need of Railway. The Railway accepts no responsibility for their accuracy the railway does not guarantee work under each item of the schedule. The percentage amount should be quoted in figure as well as in words and % above/ below/ at par should be written in the specified space. If there is any variation in percentage amount specified in figure and words, percentage amount specified in words will be considered as correct. If % above/ below/ at par is not specified tender offer will be considered % above'. Absolute amount should not be specified and rates/cost should be specified	No	No	Not Allowed
16	INSPECTION OF MATERIALS / WORK: As indicated in General Conditions of Contract that shall be adhered to by Tenderer.	No	No	Not Allowed
17	Clause 26A to GCC - Deployment of qualified Engineers at work site by the contractor:	No	No	Not Allowed
17.1	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. 25 Lakh, but less than Rs.200 Lakh.	No	No	Not Allowed
17.2	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
18	Maintenance period of this work is 12 months from date of physical completion of this work.	No	No	Not Allowed

Special Conditions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	No land belonging to or in the possession of the Railway shall be occupied by the contractor without the permission of the Railway. The contractor shall not use, or allow to be used, the site for any purposes other than that of executing, or in relation to the execution of the services	No	No	Not Allowed
2	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. Any breach of this condition shall entitle the Railway to rescind the contract	No	No	Not Allowed
3	No free Railway passes shall be issued by the Railway to the contractor or any of her employees/ workers. Wherever required 'authority for entering restricted area or 'authority for on board services' shall be provided	No	No	Not Allowed

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4	Indemnity by Contractors: The contractor shall 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, her agents or employees, in the execution of the services/works wherever applicable or in her guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.	No	No	Not Allowed
5	Damage to Railway Property or Private Life and Property: The contractor shall be responsible for all risk involved in the services rendered and for trespass and shall make good at his own expense all loss or damage whether to the works/services themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the and this although all reasonable and proper precautions may have been taken by the contractor, and in case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the contractor	No	No	Not Allowed
6	The status of the contractor shall be that of an independent contractor. The contractor, its employees, agents and any subcontractors performing under this contract are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this contract. Neither the contractor nor its employees shall be considered employees of the Railways or the Govt. of India/state simply by virtue of work performed pursuant to this contract.	No	No	Not Allowed
7	The tender offer has to comply with the requirement of current minimum wages. The tender offers not complying with the minimum wages requirement will be summarily rejected. The tender offers, not meeting with the minimum wages requirement will be considered as unworkable. Contractor has to pay applicable minimum wages to his staff, the minimum wages gets periodically revised and revised minimum wages had to be paid by contractor.	No	No	Not Allowed

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8	Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970/ Rules 1950 with latest amendments: The Contractors employing more than 20 workers shall obtain License from the Asst. Labour Commissioner before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the contract arising out of the resultant non-execution of the work. Contractor is responsible for the payment of wages to the staff deployed under section 21 of "The Contract Labour (Regulation and Abolition) Act, 1970 and to ensure compliance especially with the Rules 63 to 83 of "The Contract Labour (Regulation and Abolition) Central Rules, 1971 in this regard. Contractor is responsible for maintenance and exhibition of records as prescribed in section 29 of the "The Contract Labour (Regulation and Abolition) Act, 1970.	No	No	Not Allowed
9	Contractor shall comply with the provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 with latest amendments: The contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para's 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
10	The contractor shall accept liability for compensation in accordance with the provisions of the Workmen's Compensation Act, 1923 or any statutory modification thereof for the time being in force in respect of the persons employed by the contractor. In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a worker directly or through petty contractor or subcontractor employed by the contractor in executing the work, Railway will recover from the contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof by deducting it from any sum due by Railway to the contractor.	No	No	Not Allowed
11	Contractor shall comply with the Child Labour (Prohibition and Regulation) Act, 1986 with latest amendments: Provisions of Child Labour (Prohibition and Regulation) Act, 1986 along with its latest amendments would be binding on the contractor	No	No	Not Allowed
12	The contractor shall pay to his staff engaged in connection with the contract not less than fair wages being the wage notified from time to time by the concerned state, center or local authority empowered therefore or where not notified, wages paid for similar work in the neighborhood. The wage paid shall not be less than those prescribed by any law enacted by the Govt. of India or by state Govt. concerned in so far as it may be applicable to such staff engaged on such work on the Railways. The contractor shall maintain proper record of payments and submit to the administration a proof of payment along with a certificate every month that he has paid wages in accordance with the provisions of this clause.	No	No	Not Allowed
13	The contractor is liable to comply with following provisions with latest amendments in them: (i) Provisions of Contract Labour (Regulation & Abolition) Act, 1970/ Rules 1950; (ii) Provisions of Minimum Wages Act, 1948/Rules 1950; (iii) Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952; (iv) Provisions of Workmen's Compensation Act; (v) Child Labour (Prohibition and Regulation) Act, 1986 and (vi) Apprentices Act, 1961	No	No	Not Allowed
14	Implementation of GST: - As per Railway Board Letter no. 2008/RS (G)/777/1 Dt. 29-05-2017 All the bidders/tenders should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Law.	No	No	Not Allowed

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15	INSURANCEi)The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the contractor or the Railway at common law or under any statute in respect of accidents to persons who shall be employed by contractor at or about the site or the contractor's office for the purpose of carrying out the works on the site. ii)The contractor should also take out and keep in Force a policy or policies of insurance against all recognized risks to their offices depots. Such insurance shall in respects be to the approval of the Railway. Administration and if he so requires, in his name.iii)The contractor shall take out and keep in force a policy or policies of insurance for all materials handed over to him irrespective of whether used up in the portion of work already done or kept for use for the balance portion of the work until such works are handed over to the Railway. For this purpose, the works are deemed to have been handed over when final acceptance certificates issued by the Engineer after the completion of all the acceptance tests to be conducted on the works.iv)The contractor should, however, insure the stores brought to site against risks in consequence of war and invasion, as required, under emergency risk (Goods) Insurance Act in force.v)The contractor shall take out all insurance covers in connection with this contract with the General Insurance Corporation of India.	No	No	Not Allowed
16	The contractor of the work has to get the Police verification done of the staff deployed by him to work in Railway premises. Necessary procedure is attached as document with the tender schedule.	No	No	Not Allowed
17	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 between GCC 2022 and other tender documents (NIT) (except special condition of contract) GCC- 2022 with all amendments will prevail over.	No	No	Not Allowed

Technical-Compliances

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	PVC clause: - Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores	No	No	Not Allowed

Undertakings

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Until a formal agreement is prepared and executed, letter of acceptance of this tender shall constitute a binding contract between us & Railways subject to modifications, as may be mutually agreed to between us & Railways and indicated in the letter of acceptance of my/our offer for this work.	No	No	Not Allowed
2	I / We will 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, in case my/our Tender is accepted and if : (a) I/We do not execute the contract documents as stipulated in performance guarantee clause of GCC as detailed in general instructions (b)I/We do not commence the work within Fifteen days after receipt of orders to that effect.	No	No	Not Allowed
3	I/We have read the various conditions attached/ referred to in this tender document and agree to abide by the said conditions. I/ We have read/seen the relevant drgs. & specification mentioned in the scope of work before quoting our rates for each schedule items	No	No	Not Allowed

6. Documents attached with tender

S.No.	Document Name	Document Description
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1	ScopeofworksspecialsTnCExplanatoryNotesofScheduleofWorks.pdf	Scope of Work n special TnC n EN
2	MergedCorrectionSlips1-11_.pdf	GCCAPR2022 Corrections Slip 1 to 11
3	GCC_April-2022.pdf	GCC APR 2022
4	LetterofCredit.pdf	Letter of credit
5	Tendererdetails.pdf	Tenderer details
6	Policeverificationdocument.pdf	Police varification document
7	Regulationfortender.pdf	Regulation for tender
8	BldSecurityBG.pdf	Bid Security BG doc
9	AnnexureVA.pdf	Annexure V A

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: PAWAN KUMAR JAYANT

Designation : Sr.DEEtrd