

**BHAVNAGAR DIVISION-ENGG/WESTERN RLY  
TENDER DOCUMENT**

**Tender No:** 42-2026-27

**Closing Date/Time:** 02/07/2026 15:00

**DRM-WA** acting for and on behalf of The President of India invites E-Tenders against Tender No **42-2026-27** Closing Date/Time 02/07/2026 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**

<b>Name of Work</b>	Hiring of diesel pumps under DEN (W) jurisdiction for draining rainwater, sludge, and mud from surrounding areas of LHS/RUBs for a period of 24 months.		
<b>Bidding type</b>	Normal Tender		
<b>Tender Type</b>	Open	<b>Bidding System</b>	Single Packet System
<b>Tender Closing Date Time</b>	02/07/2026 15:00	<b>Date Time Of Uploading Tender</b>	10/06/2026 18:53
<b>Pre-Bid Conference Required</b>	No	<b>Pre-Bid Conference Date Time</b>	Not Applicable
<b>Advertised Value</b>	8915073.60	<b>Tendering Section</b>	DENW
<b>Bidding Style</b>	[ Decision at Schedule level ]	<b>Bidding Unit</b>	
<b>Earnest Money (Rs.)</b>	178300.00	<b>Validity of Offer ( Days)</b>	60
<b>Tender Doc. Cost (Rs.)</b>	0.00	<b>Period of Completion</b>	24 Months
<b>Contract Type</b>	Works - General	<b>Contract Category</b>	Expenditure
<b>Bidding Start Date</b>	18/06/2026		
<b>Are JV allowed to bid</b>	No	<b>Number of JV Member Allowed</b>	0
<b>Are Consortium allowed to bid</b>	No	<b>Number of Consortium Member Allowed</b>	0
<b>Ranking Order For Bids</b>	Lowest to Highest	<b>Expenditure Type</b>	Revenue

**2. SCHEDULE**

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
<b>Schedule () A-NS items</b>							8915073.60	Above/ Below/Par
1	Please see Item Breakup for details.				8915073.60	AT Par	8915073.60	
	<b>Description:-</b> NS items							

**3. ITEM BREAKUP**

<b>Schedule</b>	Schedule A-NS items					
<b>Item- 1</b>	NS items					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
1	1	NS/1: Providing, supplying and installing of 7.5 HP capacity diesel pump on hiring basis in ideal condition including the expenditure on diesel, labour and maintenance, providing operator for 24 hours, outlet pipe, transportation and installation, repairs T & P etc. round the clocks as and when required for bailing out of rain water. Nothing shall be paid extra.	Each/month	240.00	16128.48	3870835.20
2	2	NS/2:Hiring of Diesel pump capacity of 20 HP in ideal condition to drain out rain water/ Sludge/mud at surrounding area of LHS& Bridge site as per attached list including the expenditure on diesel , labour and Maintenance , providing operator for 24 hours, outlet pipe , transportation and installation , repairs etc. complete	Each/month	120.00	42035.32	5044238.40
					<b>Total</b>	<b>8915073.60</b>

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**4. ELIGIBILITY CONDITIONS**

**Standard Financial Criteria**

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

**Special Technical Criteria**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Similar Nature of Work:- Any Civil Engineering Work	No	No	Allowed (Mandatory)
1.1	Maintenance Period:-NIL	No	No	Allowed (Optional)

**Standard Technical Criteria**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender. (b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges - substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender. Note for b(1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components. (b)(2)In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.	No	No	Allowed (Mandatory)

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1.1	b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing. However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component (s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows: The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.	No	No	Allowed (Optional)
1.1.1	Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway. In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor (s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing	No	No	Allowed (Mandatory)
1.1.2	Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.	No	No	Allowed (Optional)

**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 <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> . 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.

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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	<b>Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.</b> 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. <a href="#">( Click here</a> to download the Format of Self Certification)

**5. COMPLIANCE**

**Commercial-Compliance**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The payment towards earnest money (EMD) against the works tenders should be made as brought out in GCC April 2022, Para 5: (Bid Security) PART I Instructions to Tenderers (ITT) & Para 6 (a to d) of Tender Form (Second Sheet)	No	No	Not Allowed
1.1	Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' and Labour Cooperative Societies shall submit Registration Certificate issued by appropriate authority.	No	No	Allowed (Optional)
1.2	The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA and shall be valid for a period of 90days beyond the bid validity period	No	No	Not Allowed
1.3	In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:	Yes	Yes	Allowed (Optional)
1.3.1	A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.	Yes	Yes	Allowed (Optional)
1.3.2	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). (Corrigendum: Para 5(3) ii Part I of GCC has been modified vide Advance Correction Slip No. 5 Railway Board's letter no. 2022/CE-I/CT/GCC-2022/Policy Dated 20.10.2023)	Yes	No	Not Allowed
1.3.3	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.	Yes	Yes	Not Allowed
1.3.4	The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.	No	No	Not Allowed
1.3.5	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
1.3.6	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.	Yes	Yes	Not Allowed
1.3.7	The envelope shall be addressed to the officer and address as mentioned in the tender document.	No	No	Not Allowed

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2	Submission of Tenders: Tenders should be submitted as brought out in GCC April 2022, Para 6: (Care in Submission of Tenders) PART I Instructions to Tenderers (ITT).	No	No	Not Allowed
3	The payment towards earnest money (EMD) against the works tenders should be made as brought out in GCC April 2022, Para 5: (Bid Security) PART I Instructions to Tenderers (ITT) & Para 6 (a to d) of Tender Form (Second Sheet)	No	No	Not Allowed
3.1	Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' and Labour Cooperative Societies shall submit Registration Certificate issued by appropriate authority.	No	No	Allowed (Optional)
3.2	The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA and shall be valid for a period of 90days beyond the bid validity period	No	No	Not Allowed
3.3	In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:	Yes	Yes	Allowed (Optional)
3.3.1	A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.	Yes	Yes	Allowed (Optional)
3.3.2	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). (Corrigendum: Para 5(3) ii Part I of GCC has been modified vide Advance Correction Slip No. 5 Railway Board's letter no. 2022/CE-I/CT/GCC-2022/Policy Dated 20.10.2023)	Yes	No	Not Allowed
3.3.3	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.	Yes	Yes	Not Allowed
3.3.4	The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.	No	No	Not Allowed
3.3.5	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
3.3.6	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.	Yes	Yes	Not Allowed
3.3.7	The envelope shall be addressed to the officer and address as mentioned in the tender document.	No	No	Not Allowed
4	Submission of Tenders: Tenders should be submitted as brought out in GCC April 2022, Para 6: (Care in Submission of Tenders) PART I Instructions to Tenderers (ITT).	No	No	Not Allowed
5	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	Applicability of rules for this tender	No	No	Not Allowed
1.1	Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. (GCC April 2022)	No	No	Not Allowed
1.2	Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract	No	No	Not Allowed

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1.3	CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract	No	No	Not Allowed
1.4	Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract	No	No	Not Allowed
1.5	IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents	No	No	Not Allowed
1.6	Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents	No	No	Not Allowed
2	In these Special Conditions of Contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires.	No	No	Not Allowed
2.1	General Condition of Contract shall mean General Condition of Contract - April 2022 corrected up to date as contained in Western Railway, Engineering department, Indian Railways Unified Standard Schedule of Rates 2019 and Indian Railways Unified Standard Specification 2019 with up to date correction slip, And /OR CPWD Delhi schedule of rate 2019( DSR-Vol.-I and Vol.-2 ,DSR Horticulture and landscaping, specification ( Vol-I and Vol-II) & Horticulture& landscaping with up to date correction slip. Whichever is applicable.	No	No	Not Allowed
2.2	Standard specification shall mean" Indian railway United standard specification ( Works and materials) Vol.-I &II) And /OR Indian Railway Unified standard schedule of rates (IR USSOR-2019) and specifications. with up to date correction slip And /OR CPWD Delhi schedule of rate 2019 (DSR-Vol.-I and Vol.-2, DSR- Horticulture and landscaping, specification (Vol-I and Vol-II) & Horticulture& landscaping with up to date correction slip. Whichever is applicable.	No	No	Not Allowed
2.3	Standard schedule Items/rates shall mean the Items/Rates in the Indian Railways Unified Standard Schedule of Rates 2019 and Indian Railways Unified Standard Specification 2019 with up to date correction slip, And /OR CPWD Delhi schedule of rate 2019( DSR-Vol.-I and Vol.-2 ,DSR Horticulture and landscaping, specification ( Vol-I and Vol-II) & Horticulture& landscaping with up to date correction slip. Whichever is applicable	No	No	Not Allowed
3	Where there is any conflict in conditions/Specifications contained in various parts, order of precedence will be as given below	No	No	Not Allowed
3.1	Any foot note given by the Railway in the schedule of quantities and rates.	No	No	Not Allowed
3.2	Description of item in the Schedule of Quantities and rates.	No	No	Not Allowed
3.3	Special Specifications	No	No	Not Allowed
3.4	Additional Special Conditions/of Contract.	No	No	Not Allowed
3.5	Standard Specifications.	No	No	Not Allowed
3.6	Special Conditions of Contract & General Conditions of Contract April 2022 corrected upto date	No	No	Not Allowed
4	Stamp Duty is applicable as per Stamp Act with latest amendments as applicable in the State.	No	No	Not Allowed
5	Rights of the Railway to deal with Tender: As per GCC April 2022, Para 7, 8 & 9 Tender Form (Second Sheet), PART I Instructions to Tenderers (ITT).	No	No	Not Allowed
5.1	The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.	No	No	Not Allowed
5.2	If the tenderer(s) deliberately gives / give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.	No	No	Not Allowed

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5.3	(iii)If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.	No	No	Not Allowed
6	Payment of Royalty Charges	No	No	Not Allowed
6.1	All taxes, royalty charges, etc. of whatever nature in connection with the work including extraction and supply of rubble stone/stone ballast/sand/moorum earth or any other material used on the work shall have to be borne by the Contractor. The Contractor will be required to obtain a royalty clearance certificate from the concerned Revenue Authorities/Collector and produce the same to the Engineer after completion of the supply but before release of the final bill.	No	No	Not Allowed
6.2	Royalties and Patent Rights: (a)The Contractor shall defray the cost of all royalties, fees and other payments in respect of patents, patent rights and licenses which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses. (b)The contractor shall indemnify, the Railway or any agent, servant or employee of the Railway against any action, claim or proceedings relating to infringement use of any patent or design any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any articles or materials or part thereof included in the contract. In the event of any claim being made or action being brought against the Railway or any agent, servant or employee of the Railway in respect of any such matters, as aforesaid, The contractor shall indemnify notified thereof. Provided that such indemnify shall not apply when such infringement has taken place in complying with the specific direction issued by the Railway but the contractor shall pay any royalties or other charges payable in respect of any such use.	No	No	Not Allowed
6.3	Final bills of Ballast supply contracts are to be passed on submission of Royalty Clearance Certificate by the contractor from the concerned Revenue Authorities/ Collectors.	No	No	Not Allowed
7	SPECIAL CONDITION FOR TAX DEDUCTION	No	No	Not Allowed
7.1	In respect of works, a deduction of 2% from each of the Contractor's bills shall be made in terms of section 194(C) of the Income Tax Act of 1961 & 1991 and as per instructions issued from time to time (Surcharge will also be deducted along with I. Tax as per extent rules).	No	No	Not Allowed
7.2	The Railway will deduct sales tax if leviable in a particular state where the work is going on, the gross amount of each bill while making payment to the contractor(s). The recovery shall be governed as per the guide lines & rates prescribed by the concerned State Government.	No	No	Not Allowed
7.3	Any Other taxes The Contractor shall bear in full all taxes and royalties levied by the State Government and/or Central Government from time to time. This would be entirely a matter between the contractor and State Government/or Central Government. Railway will recover the taxes and royalties through final bills if the contractor fails to pay the taxes and royalties to the Government.	No	No	Not Allowed
8	DETAILS OF INSPECTION REGISTER AND RECORDS ARE TO MAINTAINED BY TENDERER ARE AS FOLLOWS:	No	No	Not Allowed
8.1	The Contractor/s shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all reasonable times. Records of tests made shall be handed over to the Engineer/s representative after carrying out the tests. The following registers will be maintained at site by the Contractor/s.	No	No	Not Allowed



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8.2	Site Order Register: The Contractor/s shall promptly acknowledge by putting his signature in the site order against any order given therein by the Engineer or his representative or his superior officers and comply with them. The Compliance shall be reported by the Contractor/s to the Engineer in good time so that it can be checked.	No	No	Not Allowed
8.3	Labour Register: This register will be maintained to show daily strength of labour in different categories employed by the Contractor/s.	No	No	Not Allowed
8.4	LOG book of events: All events are required to be chronologically logged in this book shift wise and date wise.	No	No	Not Allowed
8.5	Cement & steel registers shall be maintained by the contractor.	No	No	Not Allowed
9	DISASTER MANAGEMENT "All the available vehicles and equipment's of the contractor can be drafted by the Railway Administration in case of accidents/ natural calamities involving human lives. The payment for such drafting shall be made according to the rates as shall be fixed by the Engineer. However, if the contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the Chief Engineer within 30 Days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the contractor and the Railway".	No	No	Not Allowed
10	EMERGENCY WORK In the event of any accident or failure occurring in the execution of work/ arising out of it which in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency/agencies to execute or partly execute the necessary work or carry out repairs if the Engineer-in-charge considers that the contractor(s) is/are not in a position to do so in time without giving any notice and charge the cost thereof, to be determined by the Engineer-in-charge, to the contractor.	No	No	Not Allowed
11	DAMAGE BY ACCIDENT/ FLOOD/ TIDES OR NATURAL CALAMITIES The Contractor shall take all precautions against damages from accidents, floods tides or other natural occurrences. He shall not be entitled to any compensation for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The Contractor shall be liable to make good the damage to any structure or part of a structure, plant or material of every description belonging to the Railway covered under the Contract, lost or damaged by him due to any cause during the course of execution of work. The Railway Administration will not be liable to pay the contractor any charge for rectification or repair to any damage which may have occurred from any cause what so ever.	No	No	Not Allowed
12	INCLUSION OF LETTER OF CREDIT AS MODE OF PAYMENT 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. (Railway Board's letter no. 2018/CE-I/CT/9 dated 04.06.2018)	No	No	Not Allowed
13	CHANGE IN ADDRESS: Any change in the address of the contractor shall be forthwith intimated in writing to the Railway. The Railway will not be responsible for any loss/ inconvenience suffered by the Contractor on account of his failure to comply with this.	No	No	Not Allowed

**Special Conditions**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Security Deposit: (As per Clause No. 16.(1), 16.(2) (i), 16. (2) (ii), 16.(3) Part-II of GCC April 2022)	No	No	Not Allowed
1.1	The Security Deposit against the contract shall be released only after the contractor has submitted the final PVC bill wherever applicable. (PCE/CCG letter no. W.118/0 Vol. II (W6) dated 14.06.2019)	No	No	Not Allowed
2	Performance Guarantee (As per Clause No. 16.4 (a to g) Part-II of GCC April 2022)	No	No	Not Allowed



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2.1	The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 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
3	Force Majeure Clause & Extension of Time in Contracts (As per Clause No. 17, 17(A) (i to iii), 17B Part-II of GCC April 2022)(GCC 2022 ACS 1. Railway Board letter no. 2022/CE-I/CT/GCC-2022/Policy dated 14.07.2022).	No	No	Not Allowed
4	VARIATIONS IN EXTENT OF CONTRACT (As per Clause No. 41, 42(1), 42(2) (i to v), 42(3),17B Part-II of GCC April 2022)	No	No	Not Allowed
4.1	Vitiation: The aspect of Vitiation if any, shall be governed as per Railway Board's Transformation Cell Letter no 2017/Trans 01/policy dated 08.02.2018.	No	No	Not Allowed
4.2	In zonal contracts, the variation in the contract should not exceed 25% of the contract value.	No	No	Not Allowed
5	APPLICABILITY OF PRICE VARIATION CLAUSE (AS PER Para 46A, Part-II of GCC April 2022)(GCC 2022 ACS 1. Railway Board letter no. 2022/CE-I/CT/GCC-2022/Policy dated 14.07.2022).	No	No	Not Allowed
5.1	Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) : a)Materials supplied by Railway to the Contractors, either free or at fixed rate; b)Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s). (Para 46A.1 GCC April 2022)(GCC 2022 ACS 1. Railway Board letter no. 2022/CE-I/CT/GCC-2022/Policy dated 14.07.2022).	No	No	Not Allowed
5.2	The 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. (Railway Board's letter No. 2013/CE-I/CT/O/10/PVC/Pt.1. dtd. 27.01.2015).	No	No	Not Allowed
6	Provisions of Contract Labour (Regulation and Abolition) Act, 1970 (Shramik Kalyan) (As per Clause no. 54, 54-A, 55-A (1 to 5), 55-B, 55-C & 55-D, 56, 57, 57-A, 58, 59(01 to 09) & 60(01 to 04) (Part-II of GCC April 2022)	No	No	Not Allowed
7	Provision of Efficient and Competent Staff at Work Sites by the contractor. (Part-II STANDARD GENERAL CONDITIONS OF CONTRACT of GCC April 2022)	No	No	Not Allowed

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7.1	In terms of provisions of Clause 26 A to the General Conditions of Contract (GCC), Contractor shall also employ following qualified Engineers during execution of the allotted work. (a)One Qualified Graduate Engineer when cost of work to be executed is Rs. 200 lakh and above, and (b)One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs. 25 lakh, but less than Rs. 200 lakh. (Railway Board's letter No. 2012/CE-I/CT/O/20 dtd. 10.05.2013)	No	No	Not Allowed
7.2	Further, in case the contractor fails to employ the Qualified Engineer, as aforesaid in Para (a) & (b) above, he, in terms of provisions of Clause 26A.2 to the General Conditions of Contract, shall be liable to pay an amount of Rs. 40,000 and Rs. 25,000 for each month or part thereof for the default period for the provisions, as contained in Para A(a) and A(b) above respectively. (Railway Board's letter No. 2012/CE-I/CT/O/20 dtd. 10.05.2013)	No	No	Not Allowed
7.3	Provision for deployment of Qualified Engineers (Graduate Engineer or Diploma Holder Engineer) shall be for the values as prescribed above. However, for the works contract tenders, if it is considered appropriate by the tender inviting authority, not to have the services of qualified engineer, the same shall be so mentioned in the tender documents by the concerned Executive with the approval of Officer not below the level of SAG Officer, for reasons to be recorded in writing. (Railway Board's letter No. 2012/CEI/CT/O/20 dtd. 10.05.2013)	No	No	Not Allowed
7.4	As per para 26 A.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 documents as 'Special Condition of Contract' by the tender inviting authority." (Part-II STANDARD GENERAL CONDITIONS OF CONTRACT of GCC April 2022)	No	No	Not Allowed
7.5	In terms of Railway Board's letter No.; 2012/CE-I/CT/O/20 dated 12.07.13 it has also been decided that for Track related contractual works of values, as specified in Railway Board's letter No. 2012/CE-I/CT/O/20 dated 10.05.13, Individual having Diploma in Railway Engineering awarded by IPWE (India) shall also be considered as qualified Diploma Holder Engineers and contractors for Track contract works can employ such Individuals at their work site on Indian Railways	No	No	Not Allowed
8	Observance of Bonded Labour System (Abolition Ordinance Act, 1975): The "Bonded Labour System (Abolition Ordinance, 1975)" would apply to the present contract. The contractors shall duly observe the provisions thereof	No	No	Not Allowed
9	CHILD LABOUR (PROHIBITION AND REGULATION) ACT- 1986. The employment of any person less than fifteen years (15 years) of age shall be prohibited from Railway's works. The contractor shall be responsible for confirming to the provisions of the act and Railway shall stand indemnified from and against any claims/penalty under the aforesaid act.	No	No	Not Allowed
10	Provisions of "The building and other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and "The Building and other Construction Workers Welfare Cess Act, 1996" in Railway Contracts. The tenderer for carrying out any construction work in Gujarat State, must get themselves registered from the Registering Officer under section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the Gujarat Govt. and submit certificate of Registration issued from the Registering Officer of the Gujarat Govt. (Labour Department). As per this Act, the tenderer shall be levied a cess @ 1 % of cost of Construction work which would be deducted from each bill. (Railway Board letter no. 2008/CE-I/CT/6 dated 09.07.2008 and 2008/CE-I/CT/6 dated 29.11.2013)	No	No	Not Allowed
11	SETTLEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES (Para 63 & 64, Part-II STANDARD GENERAL CONDITIONS OF CONTRACT of GCC April 2022)	No	No	Not Allowed

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11.1	Jurisdiction of courts in arbitration cases/suits arising out of Contract agreements: If any dispute arises between the parties with respect to this agreement, any application or suit shall be instituted only in the court with the local limits of whose jurisdiction, the Western Railway's Divisional Headquarters Office is situated and both the parties shall be bound by the clause. (CE-Circular No. 11/ HQ Office letter No. W/623/5/ARB/1 dt. 18.04.2000)	No	No	Not Allowed
12	Guideline for the Maintenance of Works (Para 47, Part-II STANDARD GENERAL CONDITIONS OF CONTRACT of GCC April 2022)	No	No	Not Allowed
12.1	The tenderer/s shall be required to maintain the work effectively for a period of Six (06) months and /or as mentioned in special condition	No	No	Not Allowed
12.2	However, for a zonal work, the maintenance period shall be as a) Repair and maintenance work including white/color washing: three calendar months from date of completion. b) All new works except earth work: Six calendar months from date of completion. (As per Annexure-III, PART I Instructions to Tenderers (ITT))	No	No	Not Allowed
12.3	To cover up monsoon period, the maintenance period will be extended in cases when required and contractor shall remain responsible for maintenance for this extended period also. The contractor shall make good and remedy at his own expense within such period as may be stipulated by the Engineer, any defect which may develop or may be before the expiry of this period and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter, sent by hand delivery or by registered post. In case the contractor fails to make adequate arrangements to rectify the defects within seven days of the receipt of such notices, the Engineer without further notice may make his own arrangement to rectify the defects and the cost of such rectification shall be recovered from the Security Deposit of the contractor or from any other money due to the contractor under this or any other contract.	No	No	Not Allowed
13	Offloading of Part(s) of Work At the final stage of completion/ commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a 14 (Fourteen) days suo-moto notice (as per annexure- VIIA), if the Engineer is of the opinion that :- (i)Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work, (ii)Termination/ Part termination of the contract at this stage is not be in the interest of the Railway/work;, and (iii)The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor; The Contractor shall be informed, in due course, by the Engineer of the mode and cost of execution of such offloaded work through other agency(ies) (as per annexure-VIIB). The extra expenditure so incurred in execution of the offloaded work, shall be recovered from subsequent Bill(s) or any other dues of the Contractor, but not exceeding the value of Performance Guarantee available in the contract. There shall be no other repercussion of such offloading on execution of the balance contract. The Contractor shall have no claim on account of above mentioned offloading of works. (As per Clause No. 40(A) Part-II of GCC April 2022)	No	No	Not Allowed

**Technical-Compliances**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
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1	Material invoices submitted by agencies: The original invoice of material should be obtained to ensure traceability & usage for each and every material component (e.g. steel, cement etc.)". Details such as agency, name of project, site location shall be noted on the invoices. (Ref. letter no. WR-HQENGG(WWTC)/2/2021/E-426740 Date:29.01.2024 and 08.02.2024)	No	No	Not Allowed
2	Tenderer Credentials: Documents testifying tenderer previous experience and financial status should be produced along with the tender as brought out in GCC April 2022, Para 11 Tender Form (Second Sheet), PART I Instructions to Tenderers (ITT).	No	No	Allowed (Optional)
2.1	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, Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past, the list of personnel /organization on hand and proposed to be engaged for the tendered work, list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work and 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 in Standard format to be submitted as per Annexure attached.	No	No	Not Allowed
2.2	Evaluation of Tender : There will be no post tender correspondence. Tender will be decided based on document submitted by tenderer along with the tender. Tenderer shall submit adequate documentary proof of having fulfilled the eligibility criteria. There will be no back reference to confirm credentials, except for the purpose of verifying the certificates submitted along with the tender. If the tenderer do not submit any proof of meeting with eligibility criteria as laid down in the NIT and tender conditions, offer shall be treated as incomplete and shall be summarily rejected. (PCE CCG's letter no. W/118/0 (Policy)(L)(W6) dated 28.11.14 & 29.06.2016)	Yes	Yes	Not Allowed
3	Multiple L-1 In case of more than one L-1 bidders, tender may be awarded to tenderer having higher Bid Capacity. In case Bid Capacity is also the same, tenderer having done more value of similar work in last three previous financial years and the current financial year upto the date of opening of the tender, may be selected for the award. (Railway Board's letter no. 2017/Trans/01 /Policy dated: 08.02.2018)	Yes	Yes	Not Allowed
4	Tenderers should submit their offer strictly in accordance with the terms and conditions of the tender document. Tenderer should not quote any deviation from the tender document and should not quote any conditions. Nevertheless, as an exception, if any unavoidable deviations or conditions are quoted by the tenderers, financial impact of each of such conditions / deviations on their quoted unit rates, in terms of Rupees per unit rate, shall be clearly mentioned by the tenderer in the tender offer. If any of the deviation / condition has no financial impact on the quoted rates, in such cases also, the tenderer must clearly mention its financial impact as 'NIL'. This is required for proper financial evaluation of such conditional / deviated offers. Conditional offers /offers with deviations, without quantified financial impact of each of the condition /deviation on the quoted rates, shall be considered as "incomplete" and shall be summarily rejected'. (In terms of CE (Works) CCG's Letter No. W.118/0/3/S.I (W6) dt. 27.06.16)	Yes	Yes	Not Allowed
5	Assignment or Subletting of Contract: As per Clause No. 7 Part-II of GCC April 2022)	No	No	Not Allowed
6	Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement. (As per Para 59. (9) of GCC Part-II April-2022)	No	No	Allowed (Mandatory)
6.1	Certificate of Information regarding Employment/Partnership etc. of Retired Railway Employees with the tenderer as per the attached Performa.	Yes	Yes	Not Allowed
6.2	Certificate of NO Relative being an employee of Western Railway as per attached Performa.	No	No	Allowed (Mandatory)

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7	Partnership Firms in works tenders As per Para No. 18 (18.1 to 18.11) of Tender Form (Second Sheet) Part-1 of GCC April-2022	Yes	Yes	Allowed (Optional)
8	The tenderer should upload the scan copy of EPFO and ESI registration number. However EPFO and ESI registration would be mandatory and documents towards EPFO and ESI registration must be submitted before execution of the agreement.	No	No	Allowed (Optional)
9	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 Note: For more details go through the GCC April 2022	No	No	Allowed (Mandatory)

**Undertakings**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	I/We have read all the various condition to tender attached and also here by agree to abide by the general condition of contract and to carry out the work according to the special conditions of contract and specifications of materials and work as laid down by Railway.	No	No	Not Allowed
2	I/ We have visited the works site and I / We am / are aware of the site conditions.	No	No	Not Allowed

**6. Documents attached with tender**

S.No.	Document Name	Document Description
1	GCCApril2022withallcorrectionslipsupto11.pdf	GCCApril2022withallcorrectionslip
2	JPOissuedforSafetyatWorkssites.pdf	Ensuring safety at track
3	SpecialConditionforHiringPump.pdf	Special Condition

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:** RAJEEVA KUMAR SINGH

**Designation :** DEN-W