



भारत सरकार Government of India  
रेल मंत्रालय Ministry of Railways  
(रेलवे बोर्ड Railway Board)



International Year  
of Cooperatives

Cooperatives Build  
a Better World

No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424)

New Delhi, Dated 13.03.2026

To,

As per list attached

**Sub: Indian Railways Standard General Conditions of Contract, April 2022 (Advance Correction Slip No.11).**

Ref:- Railway Board's letter No.2022/CE-I/CT/GCC-2022/POLICY/Pt-I, dated 27.04.2022.

Please find enclosed herewith Advance Correction Slip No.11 to Indian Railways Standard General Conditions of Contract, April-2022

2. This shall be applicable to Works Contract of Indian Railways with prospective effect.
3. This issues with the concurrence of the Finance Directorate & approval of Board (Chairman & CEO).

**DA: As Above**

(किशन रावत)  
निदेशक सिविल इंजीनियरिंग (जी)  
रेलवे बोर्ड

[Rly No. 030-47598, MTNL No. 011-23047598]  
e-mail address: padcegrb@gmail.com, [dceg@rb.railnet.gov.in](mailto:dceg@rb.railnet.gov.in)

No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424)

New Delhi, Dated 13.03.2026

Copy forwarded for information to:

1. The PFAs, All Indian Railways.
2. Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi

For Member Finance



**LIST FOR DISTRIBUTION (2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424), Dated .03.2026)**

1. General Managers, All Indian Railways & Production Units
2. General Manager (Con), N.F. Railway, Guwahati
3. General Manager /CORE, Allahabad.
4. Chief Administrative Officers (Con), All Indian Railways (Except N.F. Railway)
5. Principal Chief Engineers, All Indian Railways

**(A)**

1. CAO, COFMOW, Tilak Bridge, New Delhi
2. Principal CAO, Diesel Loco Modernization Works, Patiala (Punjab)
3. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar

**(B)**

1. Director General, RDSO, Manak Nagar, Lucknow
2. Director General, NAIR, Vadodara
3. Director, IRICEN, Pune – 411 001 (Maharashtra)
4. Director, IRIEN, PB No.-233, Nasik Road-422101 (Maharashtra)
5. Director, IRISSET, Taa Naka Road, Lalla Guda, Secunderabad-500017
6. Director, IRIMEE, Jamalpur Distt-Jamalpur, PIN-811214 (Bihar).
7. Director, IRITM, Sarswati Residential Estate, IRITM Campus, Manak Nagar, Lucknow

**(C)**

1. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076.
2. IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
3. MD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon.
4. CMD, RVNL, August Kranti Bhawan, Plot No.25, 1<sup>st</sup> Floor, Bhikaji Cama Place, New Delhi.
5. MD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
6. CMD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001.
7. MD, DFCCIL, 5<sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
8. MD, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
9. MD, CRIS, Chanakyapur, New Delhi.
10. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon – 122003.
11. CME, IROAF, 12<sup>th</sup> Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
12. Managing Director, IRFC Limited, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, Pragati Vihar, New Delhi.
13. CMD, IRCTC Ltd., B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi 110001
14. CMD, Braithwaite & Co. limited, 5 Hide Road Kolkata 700043.


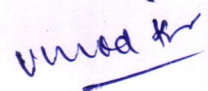
**Copy to:**

**(A)**

1. General Secretary, IRCA, DRM Office, New Delhi.
2. General Secretary, AIRF, Rail Bhawan, New Delhi
3. General Secretary, NFIR, Rail Bhawan, New Delhi
4. General Secretary, IRPOF, Rail Bhawan, New Delhi
5. General Secretary, FROA, Rail Bhawan, New Delhi
6. General Secretary, AIRPA, Rail Bhawan, New Delhi
7. General Secretary, AISC & STREA, Rail Bhawan, New Delhi
8. The Secretary, RBSS, Group (A) Offices Association, Rail Bhawan
9. The Secretary, RBSS, Group (B) Offices Association, Rail Bhawan
10. General Secretary, RBSSS Association, Rail Bhawan
11. The Secretary, RBMSA, Rail Bhawan
12. The Secretary, Railway, Group (D) Employees Association, Rail Bhawan

**(B)**

1. Concerned PSO for kind information of Chairman cum CEO, M/Infra, M/T&RS M/O&BD, M/Finance, Railway Board
2. Adv./MR, EDPG/MR, OSD/MR, OSR(Co-ord)/MR
3. Chief Vigilance Officers, All Indian Railways.
4. DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), AM(ME), AM/Tele, AM/C&IS, AM/Sig., AM(Plg.), PED(B&S), PED(Vigilance), PEDCE(P), PED/Gati Shakti, EDCE(G), EDTK(M&MC), EDCE(B&S), EDF(X), ED/GS(Civil-I), ED/GS(Civil-II), ED/GS(Elect.), ED/GS(S&T), EDW(Plg.), ED(L&A), ED(PSU), EDVE, ED(Safety), ED(Sig. Dev.), ED( Tele), EDRS(G), EDEE(G), EDFE, EDE(N), ED(Accounts), ED/T&MPP, EDME(Chg.), EDME(Frt.), ED/Plg., JS(conf), JS(P), JS(G), JS(D), Vigilance-III, Vig(Conf) of Railway Board.

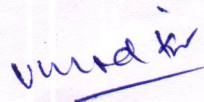
 



**Advance Correction Slip No.11 to Indian Railways Standard General Conditions of Contract, April-2022**

| S.N.                                            | Para                                                                                                                           | Existing Provision of GCC-2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Modified Provision for GCC-2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |                                             |                                      |                                                 |                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                   |              |               |                                      |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------------------------------------|--------------------------------------|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------|---------------|--------------------------------------|
| 1.                                              | Para 5 (1) (a) of Part-I of GCC'22                                                                                             | <p>5 (1) (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:</p> <table><tr><th>Value of the Work</th><th>Bid Security</th></tr><tr><td>For works estimated to cost up to ₹ 1 crore</td><td>2% of the estimated cost of the work</td></tr><tr><td>For works estimated to cost more than ₹ 1 crore</td><td>₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore</td></tr></table> <p>Note:</p> <p>(i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.</p> <p>(ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.</p> <p>(iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.</p> | Value of the Work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Bid Security | For works estimated to cost up to ₹ 1 crore | 2% of the estimated cost of the work | For works estimated to cost more than ₹ 1 crore | ₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore | <p>5 (1) (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:</p> <table><tr><th>Value of the Work</th><th>Bid Security</th></tr><tr><td>For all works</td><td>2% of the estimated cost of the work</td></tr></table> <p>Note:</p> <p>(i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.</p> <p>(ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.</p> <p>(iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.</p> | Value of the Work | Bid Security | For all works | 2% of the estimated cost of the work |
| Value of the Work                               | Bid Security                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |                                             |                                      |                                                 |                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                   |              |               |                                      |
| For works estimated to cost up to ₹ 1 crore     | 2% of the estimated cost of the work                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |                                             |                                      |                                                 |                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                   |              |               |                                      |
| For works estimated to cost more than ₹ 1 crore | ₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |                                             |                                      |                                                 |                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                   |              |               |                                      |
| Value of the Work                               | Bid Security                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |                                             |                                      |                                                 |                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                   |              |               |                                      |
| For all works                                   | 2% of the estimated cost of the work                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |                                             |                                      |                                                 |                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                   |              |               |                                      |
| 2.                                              | Para 7 (a) (i) of Part-II of GCC'22                                                                                            | <p>7(a)(i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p><b>The Contractor shall not sub- contract the Works comprising more than 40% (forty per cent) of the Contract Price and shall carry out Works for at least 60% (sixty per cent) of the total Contract Price directly under its own supervision and through its own personnel. The Parties expressly agree that for the purposes of computing the value of sub-contracts under this Clause 3.2.1, the Contract Price shall exclude any sub-contract for the procurement of goods and equipment like [rails, sleepers and track fittings, signaling and telecommunication &amp; Power supply</b></p> |              |                                             |                                      |                                                 |                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                   |              |               |                                      |







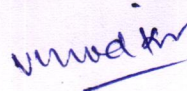
| S.N. | Para                                 | Existing Provision of GCC-2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Modified Provision for GCC-2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>equipment]. The Parties agree that all obligations and liabilities under this Agreement for the entire Railway Project shall at all time remain with the Contractor. {The Parties agree that works equal to at least 30% (thirty per cent) of the Contract Price shall be discharged solely by the Lead Member.} \$</p> <p>Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting.</p> <p>\$ May be deleted if the Contractor is not a Consortium/Joint Venture.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3.   | Para 16 (4) (b) of Part-II of GCC'22 | <p><b>16(4) Performance Guarantee</b></p> <p>(b) The successful bidder shall submit the Performance Guarantee (PC) in any of the following forms, amounting to 5% of the original contract value:</p> <p>(i) A deposit of Cash;</p> <p>(ii) Irrevocable Bank Guarantee;</p> <p>(iii) Insurance Surety Bond as per Annexure-XVII</p> <p>Note:</p> <p>1. The provision of Insurance Surety Bond shall be for all contracts having DOC within 36 months only.</p> <p>2. In case DOC extends beyond 36 months, fresh Insurance Surety Bond or any other form of Performance Guarantee prescribed in GCC for the balance amount shall be submitted by agency, otherwise necessary action will be taken as per terms of Agreement.</p> <p>(iv) Government Securities including State Loan Bonds at 5% below the market value;</p> <p>(v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;</p> <p>(vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;</p> <p>(vii) Deposit in the Post Office Saving</p> | <p><b>16(4) Performance Guarantee:</b></p> <p>(b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value <b>and Additional Performance Guarantee as per clause 16(4)(h)</b> in any of the following forms</p> <p>i) A deposit of Cash;</p> <p>(ii) Irrevocable Bank Guarantee;</p> <p>(iii) Insurance Surety Bond as per Annexure-XVII</p> <p>Note:-</p> <p><b>In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance Surety Bond/fresh Performance Security, in any form as given above, before expiry of existing Insurance Surety Bond.</b></p> <p>iv) Government Securities including State Loan Bonds at 5% below the market value;</p> <p>(v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;</p> <p>(vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;</p> <p>(vii) Deposit in the Post Office Saving Bank;</p> <p>(viii) Deposit in the National Savings</p> |



| S.N.                               | Para                                    | Existing Provision of GCC-2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Modified Provision for GCC-2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                      |                          |     |          |    |
|------------------------------------|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------------|--------------------------|-----|----------|----|
|                                    |                                         | Bank;<br><br>(viii) Deposit in the National Savings Certificates;<br><br>(ix) Twelve years National Defence Certificates;<br><br>(x) Ten years Defence Deposits;<br><br>(xi) National Defence Bonds and<br><br>(xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.                                                                                                                                                                                                                                                                                                                                                                                  | Certificates;<br><br>(ix) Twelve years National Defence Certificates;<br><br>(x) Ten years Defence Deposits;<br><br>(xi) National Defence Bonds and<br><br>(xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.                                                                                                                                                                                                                                                                                                                                                                             |                                    |                                      |                          |     |          |    |
| 4.                                 | New Para 16(4) (h) of Part-II of GCC'22 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>(h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:</p> <table><tr><th>Bid quoted in % of advertised cost</th><th>Additional Performance Guarantee (%)</th></tr><tr><td>Below 0 - 5% (inclusive)</td><td>Nil</td></tr><tr><td>Below 5%</td><td>5%</td></tr></table>                                                                                                                                                                                                                                                                                                           | Bid quoted in % of advertised cost | Additional Performance Guarantee (%) | Below 0 - 5% (inclusive) | Nil | Below 5% | 5% |
| Bid quoted in % of advertised cost | Additional Performance Guarantee (%)    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                      |                          |     |          |    |
| Below 0 - 5% (inclusive)           | Nil                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                      |                          |     |          |    |
| Below 5%                           | 5%                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                      |                          |     |          |    |
| 5.                                 | Annexure VI of GCC'22                   | For tenders having advertised value more than Rs 20 crore wherein eligibility criteria include Bid Capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | For tenders having advertised value more than <b>Rs 10 crore</b> wherein eligibility criteria include Bid Capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |                                      |                          |     |          |    |
| 6.                                 | Para 18.(1) of Part-II of GCC'22        | Illegal Gratification: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Railway or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject Contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. | <p>Illegal Gratification:</p> <p><b>Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:</b></p> <p>i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;</p> <p>ii) "Fraudulent practice": any omission or misrepresentation that may mislead or</p> |                                    |                                      |                          |     |          |    |



| S.N. | Para | Existing Provision of GCC-2022 | Modified Provision for GCC-2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------|------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |      |                                | <p>attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;</p> <p>iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;</p> <p>iv) "Coercive practice": any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;</p> <p>v) "Conflict of interest" (COI): any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;</p> <p>vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which he is participating;</p> <p>vii) "Obstructive practice": materially impede the procuring entity's investigation of a procurement process either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;</p> |



| S.N. | Para                             | Existing Provision of GCC-2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Modified Provision for GCC-2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7.   | Para 18.(2) of Part-II of GCC'22 | <p>The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit &amp; sufficient and his decision shall be final &amp; conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.</p> | <p><b>Punitive Provisions:</b></p> <p><b>Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:</b></p> <p>i) If his bids are under consideration in any procurement</p> <p>a) Forfeiture or encashment of bid security;</p> <p>b) calling off of any pre-contract negotiations; and</p> <p>c) rejection and exclusion of the bidder from the procurement process</p> <p>ii) If a contract has already been awarded</p> <p>a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;</p> <p>b) Forfeiture or encashment of any other security or bond relating to the procurement;</p> <p>c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;</p> <p>iii) Provisions in addition to above:</p> <p>a) Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;</p> <p>b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;</p> <p>c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.</p> <p>Any question or dispute as to the commission of any such offence or</p> |



| S.N. | Para | Existing Provision of GCC-2022 | Modified Provision for GCC-2022                                                                                                                                                                                    |
|------|------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |      |                                | compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. |

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