

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

**Sr.DEN(co-ord)/ADRM/DRM** acting for and on behalf of The President of India invites E-Tenders against Tender No **DRM-ENGG-BSP-T-85-26-27** Closing Date/Time 14/07/2026 11:00 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>	Supply, delivery and stacking of 2,00,000 Cum 50mm gauge machine crushed track ballast as per Railway's specification at Pendra (PND) depot from outside Railway land and loading into Railway wagons under the jurisdiction of ADEN/Pendra of Bilaspur Division.		
<b>Bidding type</b>	Normal Tender		
<b>Tender Type</b>	Open	<b>Bidding System</b>	Two Packet System
<b>Tender Closing Date Time</b>	14/07/2026 11:00	<b>Date Time Of Uploading Tender</b>	15/06/2026 14:02
<b>Pre-Bid Conference Required</b>	No	<b>Pre-Bid Conference Date Time</b>	Not Applicable
<b>Advertised Value</b>	256800000.00	<b>Tendering Section</b>	CO ORD
<b>Bidding Style</b>	Single Rate for Each Schedule	<b>Bidding Unit</b>	
<b>Earnest Money (Rs.)</b>	5136000.00	<b>Validity of Offer ( Days)</b>	90
<b>Tender Doc. Cost (Rs.)</b>	0.00	<b>Period of Completion</b>	18 Months
<b>Contract Type</b>	Works - General	<b>Contract Category</b>	Expenditure
<b>Bidding Start Date</b>	30/06/2026		
<b>Are JV allowed to bid</b>	Yes	<b>Number of JV Member Allowed</b>	3
<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>	Combined (Revenue + Capital Works)

**2. SCHEDULE**

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule () 01-Supply of Ballast							256800000.00	Above, Below/Par a
01	Please see Item Breakup for details.				256800000.00	AT Par	256800000.00	
	Description:- Execution of all works connected with above work covered under schdule A.							

**3. ITEM BREAKUP**

Schedule	Schedule 01-Supply of Ballast					
Item- 01	Execution of all works connected with above work covered under schdule A.					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount

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**Closing Date/Time:** 14/07/2026 11:00

1	01	Supply, delivery and stacking of machine crushed track ballast as per Railway's specification at Pendra (PND) Depot (From outside Railway land) including cost of the materials, transporting, making of roads etc., with all lead, lift, royalty, sales tax or any other taxes leviable by the local bodies/Central/State Govt. during the currency of the agreement, stacking as per the location given by the S.E. (P.Way) in- charge including crossing of Railway line, preparing of stacking ground and loading of the same into any type of Railway Wagon and any other item involved as per the General and special Condition in the tender documents and instruction of Engineer-in-charge or his authorized representative at site.	cum	200000.00	1284.00	256800000.00
					<b>Total</b>	<b>256800000.00</b>

**4. ELIGIBILITY CONDITIONS**

**Important :** All documents uploaded and remarks / confirmation entered by the bidders against any eligibility condition shall be opened as part of technical bid only

**Special Financial Criteria**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	10.2 Financial Eligibility Criteria:- The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Annexure-Y, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.	No	No	Allowed (Mandatory)
1.1	Each page of the copy of documents/certificates in support of Special Financial Criteria, submitted by the tenderer, shall be self-attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self attestation shall include signature, stamp and date (on each page).	No	No	Not Allowed
1.2	Note Explanation for clause 10 including 10.2 contractor may refer Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022).	No	No	Not Allowed
1.3	Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as per clause 10.5 of Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022).	No	No	Not Allowed

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2	<p>Bid Capacity : For tenders having advertised value more than Rs.10 Crore (As per ACS-11 of GCC-2022) wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total value of the present tender. The available bid capacity shall be calculated as under:- Available Bid Capacity = <math>[A \times N \times 2] (-) 0.33 \times N \times B</math> Where- A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress. N = Number of years prescribed for completion of work for which bids has been invited. B = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender. NOTE:- (a)The Tenderer (s) shall furnish the details of:- (i)Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A and. (ii)Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished. The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant. (b)In case if a bidder is JV, the tenderer (s) must furnish the details of (i)Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating 'A', and (ii)Existing commitment and balance amount of ongoing work with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started up to the date of inviting of tender for calculating 'B'. In case of no works in hand a 'NIL' statement should be furnished. The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant. (c)Value of a completed work/work in progress/work awarded but yet not started for Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his / her compliance to the above mentioned bid capacity in the tender under consideration. (d)The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity". (e)In case, the tenderer/s failed to submit the above statement along with offer, their/ his offer shall be considered as incomplete and will be Rejected Summarily.</p>	No	No	Allowed (Mandatory)
2.1	<p>(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria /tender requirement. TENDERER'S CREDENTIALS (BID CAPACITY) should be read in conjunction of Indian Railways Standard General Condition of Contract published in April-2022 up to latest correction slip.</p>	No	No	Allowed (Mandatory)

**Special Technical Criteria**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
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1	<p>10 Eligibility criteria:- 10.1 (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: (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) (i) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&amp;T works, Electrical works, OHE works etc. and in the case of major bridges - substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender. Note for b(1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components. (b) (2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity. (b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contract, April 2022 with update correction or through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing. However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfillment of technical eligibility. Such subcontractor must fulfil technical eligibility criteria as follows: -</p>	No	No	Allowed (Mandatory)
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1.1	The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract. Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway. In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing. Substantially Completed Work :- Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender. Note for item 10.1: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.	No	No	Not Allowed
1.2	Definition of Similar Work :- All works for supply, supply and spreading of machine crushed stone ballast, supply of machine crushed metal for road works OR Any work in which item of RCC, PCC, Road work and any other item in which machine crushed stone aggregates are used. In such a case only 50% of the combined value of such items of single work will be considered for eligibility criteria.	No	No	Allowed (Mandatory)
1.3	The tenderer in support of his/their claim of qualifying the laid down "Technical Eligibility Criteria" must submit Experience Certificate as per format prescribed in Annexure "W" duly self attested/digitally signed on each page (Self Attestation shall include signature, date & stamp of the tenderer).	No	No	Allowed (Mandatory)
1.4	The copy of respective letter of acceptance/agreement for which experience certificate has been produced in Annexure-W must be enclosed in support of "Similar Nature of Work". This document should be duly self attested/digitally signed on each page (Self Attestation shall include signature, date & stamp of the tenderer).	No	No	Allowed (Mandatory)
1.5	Each page of the copy of the documents/ certificates in support of Special Technical Criteria, submitted by the tenderer, shall be duly self attested/digitally signed by the tenderer (Self Attestation shall include signature, date & stamp of the tenderer).	No	No	Not Allowed
1.6	Tenderer has to submit details of Employment/partnership etc. of Retired Railway Employees as per Indian Railways Standard General Conditions of Contract- April- 2022 (GCC April- 2022) with all correction slips up-to-date and as given in para 24.1 of "General instructions to tenderer" attached with tender document. Tender without the information above referred to or a statement to the effect that no such retired engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be , shall be rejected. Format given in Annexure-J in attached documents.	No	No	Allowed (Mandatory)
1.7	Note Explanation for clause 10 including 10.1, contractor may refer Indian Railways Standard General Conditions of Contract- April- 2022 (GCC April- 2022).	No	No	Not Allowed
1.8	Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as per clause 10.5 of Indian Railways Standard General Conditions of Contract- April- 2022 (GCC April- 2022).	No	No	Not Allowed

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**Closing Date/Time:** 14/07/2026 11:00

2	Submission of Ballast Test Report :- Each tenderer at the time of tendering shall have to submit the test report for Impact Value, Abrasion Value and Water Absorption Value from any of the material testing laboratory of IIT/Kharagpur, NIT/Rourkela, VNIT/Nagpur, Geotechnical laboratory of Construction Organisation/SECR/Bilaspur, Jadavpur University Kolkata and National Test House Alipur/Kolkata, National Institute of Technology Raipur, GE laboratory Visakhapattanam, CAO(Con.)'s laboratory Chandrasekharpur Bhubaneswar. The Test report should not be older than six calendar months excluding the month in which the tender is opened. Cash receipts of ballast testing fee shall not be accepted in lieu of test reports.	No	No	Allowed (Mandatory)
2.1	The tenderers shall also furnish an undertaking as incorporated in the tender documents that the ballast supply at all times will conform to specification for track ballast as specified by Railway. (Annexure-K)	No	No	Allowed (Mandatory)

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

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

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

S.No.	Description
1	<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**

**Important :** All documents uploaded and remarks / confirmation entered by the bidders against any compliance condition shall be opened as part of technical bid only.

**Commercial-Compliance**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
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TENDER DOCUMENT**

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1	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Allowed (Optional)
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**General Instructions**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	GENERAL INSTRUCTIONS TO TENDERERS For e-Tenders	No	No	Not Allowed
1.1	E-tender have been invited for and on behalf of the President of India through website www.ireps.gov.in for the work mentioned against the tender notice number available in the website. Tenderers are required to bid online only in the above mentioned website. All Mandatory fields marked have to be filled in by the tenderer. No manual offer is acceptable against this tender.No Tender document in hard copy will be sold against this tender. Please read the Instructions to Tenderers for e-tendering, Indian Railways Standard General Conditions of Contract-April-2022(GCC-April-2022) and Special Condition of Contract before filling the e-tender through online.	No	No	Not Allowed
1.2	E-Tender forms are not transferable and the same is to be submitted with digital signature by the Tenderer already registered with the site.	No	No	Not Allowed
1.3	The submitted e-tender forms will be considered as digitally signed by the tenderer as a confirmation from the tenderer that the tenderer has read, agreed and accepted all the conditions and attached documents referred in para 1.2 above as well as Schedule of Tender, Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022) and Special Conditions of Contract.	No	No	Not Allowed
1.4	The tender offer complete in all respect and with all documents is to be submitted online by e-tendering process through the website www.ireps.gov.in before the closing time/date of this tender as mentioned in the NIT (Notice Inviting Tender). Tenderer can revise the bids any number of times till the closing time/date of the tender. No manual offers shall be accepted.	No	No	Not Allowed
1.5	The Railway may, of its own or in response to any clarification requested/ suggested by any person including that from the tenderer, may modify this tender document at its sole discretion at least 15 days before the due date of closing of the tender as corrigendum.	No	No	Not Allowed
1.6	Corrigendum as required may be issued at least 15 days prior to the closing of the tender. The Corrigendum of this tender, if any, as issued time to time will be available on website at least 15 days in advance of closing of tender. The tenderers are requested to check the website before submitting their offer whether any such corrigendum to the tender has been issued or not and revise the offer if required accordingly. Failure on the part of tenderer on this aspect will be solely tenderers responsibility.	No	No	Not Allowed
1.7	This document is the Standard Tender Document which consists of the General Instruction to Tenderers, NIT (Notice Inviting Tender),Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022), Special Conditions of Contract, Tender Schedules, Specifications of the works & various Annexures etc.All the above-mentioned documents taken together if not scored off,shall constitute the complete tender document here after referred to as "Tender Document" & have to be read together & acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.	No	No	Not Allowed

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TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

1.8	The Railway and the website will have no responsibility for incorrect evaluation of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled correctly and unambiguously for each item. No claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after opening of the tender) will be entertained. For his the tenderers are advised to read the Instructions, Indian Railways Standard General Conditions of Contract-April-2022 (GCC-April-2022), Special Conditions of Contract and other Instructions carefully before submission of tender.	No	No	Not Allowed
1.9	In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Help desk of IREPS portal who will render all help and assistance related with the website and portal except that related with the details of the tender. Railway will not take any responsibility for non participation in the e-tender online for the reasons related to the website and portal or server etc beyond the control of railways.	No	No	Not Allowed
1.10	Railway and the IREPS website will not take the responsibility for any online payment made by the tenderer and debited from his/their account towards the Bid Security due to wrong or mismanipulation or any reasons related with the IT or found unsuitable for the tender etc. In this regard Railway and IREPS website will not entertain any claim or refund the paid amount. E- Tender Forms shall be issued free of cost to all tenderers.	No	No	Not Allowed
1.11	All documents uploaded or information furnished in the website are digitally signed by the competent authority.	No	No	Not Allowed
2	INCONSISTENCY BETWEEN THE DOCUMENTS	No	No	Not Allowed
2.1	The Indian Railways Standard General Conditions of Contract-April-2022 (GCC-April-2022), standard Schedule of Rate SSOR), CPWD Specifications 2019 Vol I & II and the USSOR [Unified Standard Schedule of Rates (Labour & Materials) & Indian Railway Unified Standard Specification-2010 shall be read with all correction slips issued thereto from time to time and shall form integral part of this tender document. In case of any difference, contradiction, discrepancy with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence: (i) Letter of Award/Acceptance (LOA) (ii) Bill(s) of Quantities (iii) Special Conditions of Contract (iv) Technical Specifications as given in tender documents (v) Drawings (vi) Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. (vii) Indian Railways Unified Standard Specification (IRUSS-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. (viii) CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. (ix) Indian Railways Unified Standard Specifications (Works and Material) 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. (x) IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. (xi) Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.	No	No	Not Allowed
3	TENDERER S POSTAL ADDRESS	No	No	Not Allowed



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**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

3.1	Address of tenderer:The address,email Id and Mobile phone, other phone nos. and other details given in the portal while registering will be considered as official address and all correspondences to the tenderer will be made in these registered modes.All communication sent in time to the tenderer by post at the said address shall be deemed to have reached the tenderer duly and in time. Important documents shall be sent by Registered Post. However, an undertaking has to be given in the enclosed annexure by uploading a scanned copy of duly filled in form in the portal.	No	No	Not Allowed
4	THE SCHEDULE OF WORKS	No	No	Not Allowed
4.1	The Schedules of Works is also available seperately in the website online and Rates are to be quoted online and submitted online duly signed digitally.	No	No	Not Allowed
5	INSPECTION OF DATA	No	No	Not Allowed
5.1	Drawings for the work can be seen in the office inviting this tender on any working day during working hours. The drawings are only for the guidance of tenderers. Detailed working drawings, if required based on the drawings mentioned above, will be given by the Engineer or his representative from time to time.	No	No	Not Allowed
6	OPENING OF TENDER	No	No	Not Allowed
6.1	Opening of e-tender online:- The e-tenders will be opened online using the IREPS portal. No representative is required to be present for oening of tender and taking notes of rates quoted and ranking as the complete details of rates etc. of all the bidders shall be available to the bidders in the website after the opening of the tender. In case of two packet system, technical bids will be opened first and financial bid will be opened in a subsequent date and time to be notified/intimated to those bidder whose technical bids are found acceptable. The tenderer must submit the documents in support of technical bids against eligibility criteria as mentioned in special technical criteria at para 4 and filled the financial bid on schedule.	No	No	Not Allowed
6.2	In case the date of closing mentioned in the Notice Inviting Tender is declared a holiday/bandh/strike etc. on any account, the date of closing tender online will not be changed as the application in the website of IREPS does not permit submission of any offer after closing date and time of the tender. However, opening of tenders online will be on any convenient day after the closing date/time of tenders.	No	No	Not Allowed
7	SUBMISSION OF DOCUMENTS IN SUPPORT OF ELIGILIITY CRITERIA	No	No	Not Allowed
7.1	All documents in support of fulfillment of the eligibility criteria with respect to completion of similar nature of work for Technical Eligibility Criteria and minimum average annual contractual turnover for Financial Eligibility Criteria must be uploaded over the website www.ireps.gov.in with scanned copy in .Pdf format at the time of tender bidding with details in specified format (Annexure W & Y).	No	No	Not Allowed
7.2	The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self - attestation shall include signature, stamp and date (on each page).	No	No	Not Allowed
7.3	The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the railway there under.	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

7.4	In case of any wrong information submitted by tenderer, the contract shall be terminated. Bid Security, Performance Guarantee (PG) and Security Deposit (SD) of contract shall be forfeited and agency shall be debarred for doing business on entire Indian Railways for 2 (two) years.	No	No	Not Allowed
7.5	Tenderer are advised to take utmost care while scanning/uploading the documents related to their eligibility. Railway administration will not be responsible for improperly scanned/uploaded document, corrupt file, illegible documents etc.	No	No	Not Allowed
7.6	The tenderer should ensure that the information/documents, being submitted in support of claim of qualifying the laid down eligibility criteria, are prepared in prescribed formats duly signed by an official authorized to do so. Documents issuing authority must furnish all relevant information in the prescribed format itself. Complete details of issuing authority should also be indicated in the document. Furnishing incomplete, illegible, vague information may lead to rejection of offer.	No	No	Not Allowed
8	SUBMISSION OF COST OF TENDER FORM:	No	No	Not Allowed
8.1	E-Tender Forms shall be issued free of cost to all tenderers.	No	No	Not Allowed
9	SUBMISSION OF Bid Security: 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. The Bank Guarantee bond shall be as per Annexure-H and shall be valid for a period of 90 days beyond the bid validity period.	No	No	Not Allowed
9.1	Tender must be accompanied with Bid Security of requisite amount as mentioned in NIT in A/c of P.F.A. S.E.C.Railway, Bilaspur deposited through Internet Banking or payment gateway only. (i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security deposit detailed above. (ii) Labour Cooperative Societies shall deposit only 50% of above Bid Security deposit detailed above.	No	No	Not Allowed
9.2	In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured: i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender. ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (Le. Excluding the last date of submission of bids). iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender. v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ..... Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope. vii. The envelope shall be addressed to the officer and address as mentioned in the tender document. viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.	No	No	Not Allowed
10	SOUTH EAST CENTRAL RAILWAY TENDER FORMS (FIRST SHEET) ANNEXURE-I	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

10.1	I/We have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of Sixty days (in case of two packet system of tendering 90 days) from the date fixed for closing of the tender and in default thereof, I/we will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for South East Central Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within as mentioned in NIT of this instant tender (months) from the date of issue of letter of acceptance of the tender.	No	No	Not Allowed
10.2	I/We also hereby agree to abide by the Indian Railways Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022) with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/ Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.	No	No	Not Allowed
10.3	A Bid Security of Rs. (as mentioned in NIT of this instant tender) has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our tender is accepted and if: -	No	No	Not Allowed
10.3.1	I/We do not submit the Performance Guarantee within the time specified in the Tender document;	No	No	Not Allowed
10.3.2	I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready, and	No	No	Not Allowed
10.3.3	I/We do not commence the work within fifteen days after receipt of orders to that effect.	No	No	Not Allowed
10.4	(a) I/We am/are a Start up firm registered by..... Department of Industrial Policy and Promotion (DIPP) and my registration number is..... valid upto..... (Copy enclosed) and hence exempted from submission of Bid Security.	No	No	Not Allowed
10.5	We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security.	No	No	Not Allowed
10.6	Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as maybe mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.	No	No	Not Allowed
11	TENDER FORM (SECOND SHEET) ANNEXURE-I	No	No	Not Allowed
11.1	Instructions to tenderers and conditions of tender: -The following documents form part of Tender/Contract:	No	No	Not Allowed
11.1.1	Tender forms- First sheet and second sheet.	No	No	Not Allowed
11.1.2	Special conditions/specifications (enclosed)	No	No	Not Allowed
11.1.3	Bill(s) of quantities (enclosed)	No	No	Not Allowed
11.1.4	Indian Railways Standard General Conditions of Contract- April-2022 (GCC-April-2022) and Standard Specification (Works and Materials) of Indian Railways as amended/ corrected upto latest correction slips, copies of which can be seen in the office of Sr.Divisional /Divisional /Deputy Chief / Executive Engineer or obtained from the office of the Chief Engineer, South East Central Railway on payment of prescribed charges.	No	No	Not Allowed
11.1.5	All general and detailed drawings pertaining to this work, which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.	No	No	Not Allowed
11.2	Schedule of Rates as amended/corrected upto latest correction slips, copies of which can be seen in the office of Sr.Divisional/Divisional/ Deputy Chief/Executive Engineer or obtained from the office of Chief Engineer, South East Central Railway on payment of prescribed charges.	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

12	Drawings for the work:- The drawings for the work can be seen in the office of the Senior Divisional /Divisional/Deputy Chief/ Executive Engineer and /or Chief Engineer/Chief Administrative Officer (Construction) SEC Railway at anytime during the office hours. The drawings are only for the guidance of tenderer(s). Detailed working drawings (If required) based generally on the drawing mentioned above will be given by the Engineer or his representative from time to time.	No	No	Not Allowed
13	The tenderer(s) shall quote his/their rates as a percentage above or below the schedule of rates of the South East Central Railway as applicable to Bilaspur Division except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.	No	No	Not Allowed
13.1	Tenders containing erasures and/or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him/them.	No	No	Not Allowed
14	The works are required to be completed within period (as mentioned in NIT of this instant tender ) from the date of issue of acceptance letter	No	No	Not Allowed
14.1	The contractor will have to maintain the said works for a period of Nil Calendar months from the certified date of their completion and any defects that are found during this period shall have to be replaced/ rectified by him at his own cost.	No	No	Not Allowed
15	Bid Security:	No	No	Not Allowed
15.1	The tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.	No	No	Not Allowed
15.2	The Tenderer(s) shall keep the offer open for a minimum period of Sixty days (in case of two packet system of tendering 90 days) from the date of closing of the tender. It is understood that the tender documents has been issued to the Tenderer(s) and the Tenderer(s), is/are permitted to tender in consideration of the stipulation on his/their part that after submitting his/their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Engineer/Dy.Chief Engineer/Divisional Engineer of South East Central Railway, Should the Tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation shall be forfeited to the Railway.	No	No	Not Allowed
15.3	If his tender is accepted: (i) the Bid Security mentioned in 9 above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract (ii) the Bid Security mentioned in 9 above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

15.4	In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Deposit or the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para above, to the Contractor.	No	No	Not Allowed
15.5	Performance Guarantee: (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.	No	No	Not Allowed
15.5.1	(b) The successful bidder shall submit the Performance Guarantee (P.G) in any of the following forms, amounting to 5% (five percent) of the contract value: (As per SGCC-2022), (i) A deposit of Cash; (ii) Irrevocable Bank Guarantee; (iii) Government Securities including State Loan Bonds at 5% below the market value; (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks; (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;(vi) Deposit in the Post Office Saving Bank;(vii)Deposit in the National Savings Certificates; (viii) Twelve years National Defence Certificates; (ix) Ten years Defence Deposits; (x) National Defence Bonds and (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted. (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G extended to cover such extended time for completion of work plus 60 days.	No	No	Not Allowed
15.5.2	(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G extended to cover such extended time for completion of work plus 60 days.	No	No	Not Allowed
15.5.3	(d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.	No	No	Not Allowed
15.5.4	(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

15.5.5	(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed. (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee. (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer. (iii) The Contract being determined or rescinded under clause 62 of the Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022)	No	No	Not Allowed
16	Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.	No	No	Not Allowed
17	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
18	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
19	Tenderer Credentials: Documents testifying tenderer previous experience and financial status should be produced along with the tender. Tenderer(s) who is / are not borne on the approved list of the Contractors of South East Central Railway shall submit along with his / their tender:	No	No	Not Allowed
19.1	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.	No	No	Not Allowed
19.2	Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.	No	No	Not Allowed
19.3	The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.	No	No	Not Allowed
19.4	A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted alongwith bid are true and factual. Standard format of the certificate to be submitted by the bidder is attached with the tender document in submission of certificate column. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

19.5	The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.	No	No	Not Allowed
19.5.1	(a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to two years.	No	No	Not Allowed
19.5.2	(b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to two years.	No	No	Not Allowed
20	Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.	No	No	Not Allowed
21	Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the DEN/Sr.DEN, S.E.C.Railway for carrying out the work according to Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022), Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).	No	No	Not Allowed
22	Documents to be Submitted Along with Tender:	No	No	Not Allowed
22.1	The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be. Following documents shall be submitted by the tenderer:	No	No	Not Allowed
22.2	(a) Sole Proprietorship Firm: (i) All documents in terms of para 10 of the Tender Form (Second Sheet) of Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022). (b) HUF: The tenderer shall submit (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. (ii) All other documents in terms of para 10 of the Tender Form (Second Sheet) of Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022).	No	No	Not Allowed
22.2.1	Partnership Firm: The tenderer shall submit -All documents as mentioned in para 18 of the Tender Form (Second Sheet) of Indian Railways Standard General Conditions of Contract- April-2022 (GCC-April-2022).	No	No	Not Allowed
22.2.2	Joint Venture (JV): The tenderer shall submit - All documents as mentioned in para 17 of the Tender Form (Second Sheet) of Indian Railways Standard General Conditions of Contract- April-2022 (GCC-April-2022).	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

22.2.3	Company registered under Companies Act 2013: The tenderer shall submit (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company (ii) A copy of Certificate of Incorporation (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company. (iv) All other documents in terms of para 10 of Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022) of the Tender Form (Second Sheet).	No	No	Not Allowed
22.2.4	LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender: (i) A copy of LLP Agreement (ii) A copy of Certificate of Incorporation (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP. (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract. (v) All other documents in terms of para 10 of Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022) of the Tender Form (Second Sheet).	No	No	Not Allowed
22.2.5	Registered Society & Registered Trust: The tenderer shall submit: (i) A copy of the Certificate of Registration (ii) A copy of Memorandum of Association of Society/Trust Deed (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.. (iv) A copy of Rules & Regulations of the Society (v) All other documents in terms of Para 10 of Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022) of the Tender Form (Second Sheet).	No	No	Not Allowed
22.3	If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.	No	No	Not Allowed
22.4	After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.	No	No	Not Allowed
22.5	A tender from JV shall be considered only where permissible as per the tender conditions.	No	No	Not Allowed
22.6	The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.	No	No	Not Allowed



**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

23	The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected. A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required. Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.	No	No	Not Allowed
24	Employment/Partnership etc. of Retired Railway Employees	No	No	Not Allowed
24.1	Should a tenderer i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors AND in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender THEN the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

24.2	c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s) /shareholder(s) or member(s) of the family of partner(s) /shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons. Note: -If information as required as per 16. a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.	No	No	Not Allowed
24.3	Participation of Joint Venture (JV) and Participation of Partnership Firms in works tenders with their bid capacity will be governed as per clause no.17 and 18 respectively of Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022). JVs and partnership firm interested in participating in this instant tender should make them self aware of the clause No.17 & 18 respectively of (with up to date correction slip) before participating in this instant tender.	No	No	Not Allowed
25	The contractor shall employ the following technical staff during the execution of this work: -	No	No	Not Allowed
25.1	(i) One qualified Graduate Engineer when the cost of the work to be executed is Rs.2 Crore and above.	No	No	Not Allowed
25.2	(ii) One qualified Diploma Holder when the cost of the work to be executed is more than Rs.25 Lakhs but less than Rs.2 Crore.	No	No	Not Allowed
25.3	Technical staff should be available at site whenever required by the Engineer- in-charge to take instructions. In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to deduct or to pay an amount of Rs.40,000/- (Rupees Forty Thousand Only)for each month or part thereof for the default period in case of graduate engineer and Rs.25,000/- (Rupees Twenty five Thousand Only) for each month or part thereof for the default period in case of Diploma Holder (oversear).	No	No	Not Allowed
25.4	The decision of the Engineer-in-charge as to period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as per Clause 26 & 26A Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022).	No	No	Not Allowed
25.5	The contractor shall furnish the relevant details/documents of technical staff proposed to be engaged by him within 15 days of issue of acceptance letter.	No	No	Not Allowed
25.6	Technical personnel engaged by contractor shall regularly sign the site orderbook.	No	No	Not Allowed
26	Railway reserves the right to draft the vehicles and equipment of contractor in case of accidents/natural calamities involving human lives. For this, separate payment shall be admissible through introduction of NS item as per clause 39(2) of Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022), and the rates decided by the railway of this purpose shall be final and binding on the contractor and shall be an excepted mater and hence shall remain excluded from the preview of the arbitration clause of the agreement.	No	No	Not Allowed
27	While executing the work along the Railway track/any other location in the vicinity of under ground signaling/ Electrical/ Telecom/ OFC cables, the contractor shall take all precautions to safe guard the cables. A penalty will be imposed as below, if the contractor damages any of these cables even after being advised in writing before start of the work to take adequate precautions to protect these cables. (In terms of Railway Boards letter No. 2003/Tele/RCIL/1/Pt.IX dated: 24.06.2013).	No	No	Not Allowed
27.1	Cable damaged - Penalty per location	No	No	Not Allowed
27.1.1	Only Quad cable or Signalling Cable - Rs.1.0 Lakh	No	No	Not Allowed
27.1.2	Only OFC - Rs.1.25 Lakh	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

27.1.3	Both OFC & Quad - Rs.1.5 Lakh	No	No	Not Allowed
27.1.4	Electrical Cable - Rs.1.0 Lakh	No	No	Not Allowed
28	Joint Procedure Order No. SECR/S&T/Policy/889, dated 05.07.2012 for undertaking earth work in the vicinity of cables issued by CSE/SECR/BSP vide letter No. SECR/S&T/Policy/959, dated 16.07.2012, C.Es circular No.16 for safety precautions at work-site in proximity of running lines issued by C.E./SECR/BSP vide letter No. ENGG/TC-2/C.E. Circular /442, dated 16.06.2006 and C.Es circular No.31 for quality control at work sites and maintenance of registers issued by C.E./SECR/BSP vide letter No. Engg/Plg./76/CEs Circular/34 dated 18.08.2011 will be applicable and binding to the contractor. The details of instruction of above letters can be seen in the office of Sr.DEN(Co-ord)/SECR/BSP.	No	No	Not Allowed
29	The tenderer for carrying out any construction work in Chattisgarh/MadhyaPradesh/Odisha must get themselves registered from the Registering officer under section-7 of the Building and other Construction Workers Act, 1996 and rules made there to by the Chattisgarh/ Madhya Pradesh/ Odisha Govt and submit certificate of registration issued from the Registering Officer of the Chattisgarh/Madhya Pradesh/Odisha Govt.(Labour Deptt.). For enactment of this Act, the tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.	No	No	Not Allowed
30	Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores.	No	No	Not Allowed
31	Terms and conditions to be followed by contractors.	No	No	Not Allowed
31.1	Obligation of the contractors:- The contractor shall fully comply with the following nactments:	No	No	Not Allowed
31.1.1	(a)Contract labour ( R & A ) Act, 1970 and rules formed there in under the Central Labour Department. (b) Wage Rates not less than that notified by Central/State Labour Department from time to time. (c) Payment of Wages Act. (d)ESI Act 1948 and contribution of Employer/ Contractor @ 3.25% of wages.(e)EPF Act 1952 and contribution of Employer/Contractor @ 13.00% of wages. (f) Workmen Compensation Act 1923.(g)SECR instructions as issued from time to time in regard to working hours holiday or any other statutory provision.	No	No	Not Allowed
31.1.2	Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A & B [Rule 25(viii) & 81(3)] to Personnel Department, through his contract executing officer, for forwarding the same to Central Labour Department.	No	No	Not Allowed
31.2	The contractor shall obtain license from the Assistant Labour Commissioner (Central), or appropriate government if he engages twenty or more workmen only.	No	No	Not Allowed
31.3	The Contractor shall produce the following registers and forms before commencement of work, for verification by the Executing Officer. (a)Form XII - Register of contractors (b) Form XIII - Register of workmen employed by contractor (Rule 75)(c) Form XIV -Employment card issued by contractor (Rule 76)(d) Form XVI - Muster Roll (Rule 78(1)(a)(i)) (e) Form XVII - Register of wages (Rule 78(1)(a)(i)) (f) Form XVIII - Register of wages cum Muster Roll (in case of weekly payment). (g) Form XIX - Wage slip (Rule 78(b)) (h) Form XX- Register of deduction for damages or loss (Rule 78(1)(a)(ii)). (i) Form XXI - Register of fines (Rule 78 (1)(a)(ii)) (j) Form XXII - Register of advances (Rule 78(1)(a)(ii)) (k)Form XXIII - Register of overtime (Rule 78(1) (a)(iii)) (l) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82(1)).	No	No	Not Allowed
31.3.1	The contractor shall maintain the above neatly, completely and legibly for inspection by various authorities even at short notice. The Executing Officer/Staff Welfare Inspectors of Bilaspur Division of SECR shall periodically inspect these registers and forms, and shall send his inspection note to contract labour implementation cell of the office of Sr.DPO/ Bilaspur.	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

31.4	The contractor shall observe weekly rest day according to normal norms.	No	No	Not Allowed
31.5	Contractor shall obtain complete bio-data of the labour employment certificate and antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the Personnel Department/IR section through the contract executing officers before commencement of the work.	No	No	Not Allowed
31.6	Contractor shall submit a notice regarding commencement and completion of work in Form-VI A & B [Rule 25(viii) & 81(3)] to personnel department, through his contract executing officer, for forwarding the same to Central Labour Department.	No	No	Not Allowed
31.7	The contractor shall make himself or his representative available at the work spot everyday during execution of work, for effective supervision.	No	No	Not Allowed
31.8	The contractor shall attend to all inspections notified/conducted by the Personnel Department, Labour Department, P.F. authorities, Factory Inspectors, ESI Inspectors or any other such statutory bodies.	No	No	Not Allowed
31.9	Non-compliance of any provision under the act/rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.	No	No	Not Allowed
31.10	Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the Contract Signing Officer or his representative to such agent shall be held to have been given to the contractor himself.	No	No	Not Allowed
31.11	The contractor shall give all notices required by the acts, regulation, by laws, legal acts and pay all fees in connection therewith unless and other wise arranged and decided in writing with SECR. In all such cases, contractor shall protect and indemnify SECR against any claim or liability arising from or based on the violation of any such laws, ordinance, regulations, orders, decrees or attachment either by himself or by his employees.	No	No	Not Allowed
31.12	It shall be contractors sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment's and shall indemnify SECR against any claims for damages for injury to the person or property resulting from any such accidents and losses shall, where the provisions of the Workmen's Compensation Act apply, take steps to properly insure against any claims there under.	No	No	Not Allowed
31.13	In the event of any accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of 1923 whether by the contractor or by Principle Employer it shall be lawful for Bilaspur Division of SECR to retain out of money due and payable to the contractor such sum or sums of money as may, in the opinion of SECR shall be final in regard to all matter arising in this clause.	No	No	Not Allowed
31.14	The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products/equipment's.	No	No	Not Allowed
31.15	On the occurrence of an accident, which result in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the Principal Employer or official in charge of the work.	No	No	Not Allowed
31.16	The contractor shall ensure abidance b y all the labour laws especially including Contract Labour ( R & A)Act, Payment of Wages Act, Workmen Compensation Act, Minimum Wages Act, ESI Act and Provident Fund Act as amended from time to time, and contributes @ 3.25% of wages in favour of Labours.	No	No	Not Allowed
31.17	The contractor shall comply with Provident Fund Act either through PF code allotted to him or by the code provided by PF Department where 20 or more labours a r e engaged and contributes @ 13.00% of wages in favour of Labours.	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

31.18	The contractor should engage only adult labours having age more than 18 (eighteen) years of age.	No	No	Not Allowed
31.19	The contractor shall provide the required safety equipment's to the labours engaged by him.	No	No	Not Allowed
31.20	Contractor shall issue Employment Card as per status to all labour and supervisors covered under the job work contract.	No	No	Not Allowed
31.21	Contractor must ensure that payment of wages to workmen should be made in presence of representative of Principal Employer or in presence of Staff Welfare Inspector.	No	No	Not Allowed
31.22	Contractor will ensure that antecedents of all outsourced staff have been checked and their police verification done.	No	No	Not Allowed
31.23	In addition to the conditions mentioned in 31.1 to 31.22 clause 54 & 55 (including all sub paras) of Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022) shall be applicable for the instant tender.	No	No	Not Allowed
32	General precautions/ instructions applicable to all works.	No	No	Not Allowed
32.1	Supervision of work: During the entire progress of the work the contractor shall have a competent supervisor in personal charge of the work. All works shall be done by skilled competent workmen.	No	No	Not Allowed
32.2	Working in the vicinity of Railway Track: All works, which may affect the safety of Railway working, shall only be done under traffic block, restriction & written authority and also under the direct supervision the Engineer-in- charge at site or his authorised representative for the said work. Traffic Block/Speed Restriction will be made available as per the convenience of the Railway depending on the position of the trains. Block and caution orders will be taken and cancelled by the authorized Railway officials only. The contractor shall, in consultation with the Engineer, decide the sequence of work required to be done for efficient execution of work. The gauge, level, alignment of the track shall be adjusted by the contractor suitably as per satisfaction of the Engineer, and as per tolerance laid down in Indian Railway Permanent Way Manual.	No	No	Not Allowed
32.3	It should be clearly be noted the work may have to be executed during night also for which the contractor has to make all necessary arrangement e.g. lighting, protection etc. Unless otherwise specified, no extra payment shall be made on this account. However, for night working the contractor must obtain prior written consent of the Engineer-in-charge.	No	No	Not Allowed
32.4	Dip Lorries for the transportation of the materials will be supplied by the Railway as per the convenience and free of hire charges.	No	No	Not Allowed
32.5	Carrying of materials and protection of Dip Lorries by trained staff will have to be done by contractor ensuring safe running of traffic under the supervision of Railway's representative.	No	No	Not Allowed
32.6	Contractor has to arrange for adequate number of skilled workers and competent supervisors for the execution of the work.	No	No	Not Allowed
32.7	Materials supplied free by the railway to the contractor will not form part of the value of the contract entered into and will fall outside the purview of the price variation clause.	No	No	Not Allowed
33	All the above particulars, conditions and instructions are read and understood by me/us and accepted by me/us.	No	No	Not Allowed

**Special Conditions**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	SPECIAL CONDITIONS OF CONTRACT Part - I	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

1.1	Railway will exercise absolute discretion for operating all or some of the items of the schedule. The quantities indicated for different items under SCHEDULES are indicative and approximate and may vary from nil to actual requirements at the time of execution. The quantities shown in above schedule are approximate and are as a guide to give the tenderer (s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or include any of the item & its quantities given in schedule & no extra rate will be allowed on this account.	No	No	Not Allowed
1.2	Engineer-in-Charge shall mean the "Engineer" as defined in Indian Railways Standard General Conditions of Contract- April-2022 (GCC-April-2022).	No	No	Not Allowed
1.3	"Engineer's Representative" shall mean the Assistant Divisional Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway. Engineer's Representative to be treated as "Authorized Railway's representative".	No	No	Not Allowed
1.4	In case, no make or brand is specified in the tender documents the materials supplied should be an ISI mark & manufactures name should figure in the list of approved licensees of BIS.	No	No	Not Allowed
1.5	In the case of items for which neither brands are specified, nor ISI marked items are available, the sample shall be got approved from Engineer-in charge.	No	No	Not Allowed
1.6	In all the above cases i.e. (Para 1.4) to (Para 1.5) samples/fixture shall be approved by Engineer-in-charge before using the same in the work.	No	No	Not Allowed
1.7	Engineer-in-charge has discretion to check the quality of materials & equipment's to be incorporated in the work at the source of supply or site of works even if the materials has been marked as ISI mark or from the approved make list. In case it is required to test the materials, the testing charges are to be borne by the contractor.	No	No	Not Allowed
1.8	Even after approval of sample, if it is found at any point of time during execution that materials actually used is differing from the approved sample, the contractor shall remove the defective materials and the entire cost of redoing the work will be borne by the contractor.	No	No	Not Allowed
1.9	It is sole responsibility of the contractor for safety of his labour, tools and plants materials while executing the work.	No	No	Not Allowed
1.10	The execution of all non-SOR items are including of all lead, lift, crossing of any No. of lines, ascent, descent, loading, unloading, transporting, labour, tools, plants, taxes, royalty etc. complete.	No	No	Not Allowed
1.11	All the works covered under the contract shall be executed with contractor's own materials of approved quality unless otherwise specified.	No	No	Not Allowed
1.12	No extra lead, lift or any other charges will be paid to the contractors, unless otherwise specified. The rate quoted by the tenderer for all items are inclusive of all kinds of taxes (direct tax, indirect tax, GST etc) levied by the Central Government/State Government/Local bodies etc.	No	No	Not Allowed
1.13	Contractor will be required to dispose of the resultant debris part or full load by own transport and labour within the Railway's land at nominated locations as directed by the Engineer-in-charge or his authorized Railway's representative at site. If the contractor fails to dispose of the debris the concern-executed item from where the debris is released will not be paid. The additional lead and lift will be payable under relevant section of S.E.C. Railway USSOR-2010 or beyond the free lead and lift of concern item, if work has been executed as directed by the Engineer-in-charge or his authorized Railway's representative at site.	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

1.14	The Railway will at its discretion and for the duration of contract make available as per the extent procedure/guidelines land at site for the construction of contractor's site office, stores etc. required for the execution of contract. Cleaning and leveling off the ground, construction of the temporary roads, stores, offices, etc. as required shall be done by the contractor at his cost to the satisfaction of the Engineer. No land for the accommodation for his staff and labour shall be made available by the Railway. In regard to the land made available to the contractor for the office, stores, the site shall on completion of work, be restored to reasonably the same condition as they were originally handed over to the contractor.	No	No	Not Allowed
1.15	Variation in contract quantities: The variation in contract quantities will be governed by Indian Railways Standard General Conditions of Contract-April- 2022 (GCC-April-2022) under clause 42 with up-to-date correction slip and handling of variation during variation in contract quantities will be as per Annexure-G.	No	No	Not Allowed
1.16	The railway will not arrange to supply electric energy. The contractor shall make his own arrangements for electric energy necessary for the works. The system shall conform to Indian Electricity Act and shall be approved by the railway.	No	No	Not Allowed
1.17	Imposition of token penalty for delay in the completion of work: - The competent authority while granting extension to the currency of contract under clause 17(B)and/or clause 17(A)(i)of Indian Railways Standard General Conditions of Contract- April-2022 (GCC-April-2022) may also consider levy of token penalty as deemed fit based on the merit of the cases.	No	No	Not Allowed
1.18	The contractor shall be responsible for any damages occurring while keeping them stacking under their custody till the materials are erected/fixed by him and work is finally accepted by the railway.	No	No	Not Allowed
1.19	On account bill will be paid up to maximum of 90% of the contract value and balance amount will be paid with final bill in one lot after completion of the same work and after doing all adjustments of Railway materials issued to the contractor if any in case of contract value up to Rs.50 lakhs. On the other hand, if contract value is more than Rs.50 lakhs, on account bill will be paid up to maximum of 90% up to Rs.50 lakhs of contract value and above Rs.50 lakhs up to 95% of the balance contract value and balance amount will be paid with final bill in one lot after completion of the same work and after doing all adjustments of Railway materials issued to the contractor.	No	No	Not Allowed
1.20	Contractor will have to make his own arrangement for water for concreting & other works while in execution. The water may be provided by Railways, if available. For using Railway's water, contractor will have to make his own pipeline arrangement along with water meter from location decided by Railway Administration. The rate chargeable will be as per rate given by Railways for purchase of water prevailing at that time. Supply of water from Railway's will depend upon availability and feasibility & contractor will have no claim for non-supply of water by Railways.	No	No	Not Allowed
1.21	The revised scales of conservancy cess charges will be recovered from the different categories of contractor's and other party will be as per under: - Average No. of labour/workman employed per day - Conservancy cess charges will be recovered (per month) 1 to 5 - Rs.159/-, 6 to 10 - Rs.312/-, 11 to 25 - Rs.785/-, 26 to 50 - Rs.1143/-, 51 to 100 - Rs.1534/-, 101 to 200 -Rs.1926/-,201 to 300 - Rs.2318/-, 301 to 750 - Rs.2676/-, 751 to 1500 -Rs.5382/-,1501 to 3000 - Rs.10768/-, 3001 & over - Rs.21508/-.	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

1.22	All testing (required as below) as considered necessary by Engineer will be carried out at contractor's cost. The Engineer may order testing of the materials in the works to be carried out wherever he considers it necessary to test workmanship, quantity and quality, and if the work be found satisfactory the cutting out and replacing of the materials only will be paid for by the railway. But, if in the opinion of the Engineer such opened up work has been executed as either unsound, imperfect or with unskilful workmanship or with materials of inferior quality or not in accordance with the conditions of the contract or the contractor has not done in accordance with the conditions, the contractor shall forthwith at his own cost and to the entire satisfaction of the Engineer rectify, re-construct or replace the same either in whole or in parts as directed by the Engineer, whether or not the value of any such work or materials shall have been included in any payment made to the contractor.	No	No	Not Allowed
1.23	The rates quoted should take into account all the above special conditions and no extra payment will be admissible on any of this account under any circumstances.	No	No	Not Allowed
1.24	In case the contractor fails to take up or complete the work of any work order, the railway has the right to close such work orders by imposing a penalty of 10% on the full work order value or the Railway may determine the contract owing to the contractors' default in terms of clause- 62 of Indian Railways Standard General Conditions of Contract-April- 2022 (GCC-April-2022).	No	No	Not Allowed
1.25	Before offering the rate in the tender, the tenderers are required to inspect the site thoroughly and satisfy themselves as to the nature of work involved and all possible difficulties likely to be encountered for execution the work.	No	No	Not Allowed
1.26	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 up to the date of opening of tender may be selected for award.	No	No	Not Allowed
1.27	Termination of the contract- effect of non-performance by the contractor within the validity: If contractor fails to apply for extension of time on valid and reasonable grounds as acceptable to the railway after expiry of the date of completion/extended of completion, in such situation Railway reserves the right to terminate the contract agreement without issuing seven days and forty-eight hours notices in terms of Railway Board's letter No.99/CE-I/CT/28 (PT) dated 17.05.2004. It may be noted that for non-fulfilment of the contract the railway reserves the right to claim the damages under clause 62 of Indian Railways Standard General Conditions of Contract-April- 2022 (GCC-April-2022) in addition of any other rights available to it under law.	No	No	Not Allowed
1.28	Care in Submission of Tenders: Applicability of GST & all other taxes will be governed by clause-6 of Indian Railways Standard General Conditions of Contract-April- 2022 (GCC-April-2022).	No	No	Not Allowed
1.29	Railway reserves the right to get the work executed anywhere in the entire jurisdiction of DEN/Sr.DEN Concerned with the prior written orders of the concerned DEN/Sr.DEN whenever the work is required to be executed outside the jurisdiction specified in the tender.	No	No	Not Allowed
1.30	The work is primarily of maintenance nature, which requires frequent instruction to the contractor from Railway side. The contractor or his authorized representative should be readily available to the Railway administration for receiving instructions in writing through site order book and for compliance of the same.	No	No	Not Allowed
1.31	For various work orders different dates of completion can be given by the Railway Administration depending up on the type, nature and scope, urgency etc., of the work.	No	No	Not Allowed



**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

1.32	Contractor should have his own water tanker with watering arrangement for proper curing of work. Without proper curing, no payment will be made for the work done.	No	No	Not Allowed
1.33	Contractor should have a store with proper record of quantities of materials stored in the jurisdiction of concerned SSE (Works/P.Way) under whom the work is being executed so that the same can be inspected any time by the Railway officials for which contractor has to be taken permission of land as per rule.	No	No	Not Allowed
1.34	Order of Precedence of Documents: In case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence : (i) Letter of Award/Acceptance (LOA) (ii) Bill(s) of Quantities (iii) Special Conditions of Contract (iv) Technical Specifications as given in tender documents (v) Drawings (vi) Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. (vii) Indian Railways Unified Standard Specification (IRUSS-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. (viii) CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. (ix) Indian Railways Unified Standard Specifications (Works and Material) 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. (x) IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. (xi) Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.	No	No	Not Allowed
1.35	Some of the essential works are to be executed in night time and stipulated period with proper safety precautions for which no extra payment will be made.	No	No	Not Allowed
1.36	As far as possible material should be tested at government lab/ government approved lab. If government approved lab is not available in nearby locality required testing may be done conform the reputed/NABL approved lab to the approval of an officer not below JAG. However, in agreement, where setting up of Laboratory is not mandatory for contractors, for ensuring quality control of the works regular testing should be done as per codal provisions/Specifications/CE's circulars.	No	No	Not Allowed
2	<b>SPECIAL CONDITIONS OF CONTRACT Part-II (Ballast)</b>	No	No	Not Allowed
2.1	Entire work of Supply and delivery in stacks of ballast is to be completed within 18 (Eighteen) months excluding monsoon periods from the date of issue of acceptance letter, as per "Supply Schedule of Ballast" attached in PDF form.	No	No	Not Allowed
2.1.1	First terms include supply & testing of first 8000 Cum supply.	No	No	Not Allowed
2.1.2	The monsoon period of three months every year has been excluded from the above time schedule of supply. Monsoon will be treated from 15th June to 15th September. Whenever this period or part of this period falls in any month, the month period will be increased accordingly as applicable. Actual monsoon may vary from this period, but for the purpose of supply period calculation, only this period will be treated as Monsoon. The last 18th month has been kept for loading of ballast supplied in previous months.	No	No	Not Allowed
2.1.3	The contractor may, if he so finds convenient, continue his supplies during the monsoon months also to his advantage.	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

2.2	In all matter not expressly provided for or allowed here in the execution of works shall be in accordance with and the contract shall be bound by the Indian Railways Standard General Conditions of Contract- April- 2022 (GCC- April-2022) and Indian Railway Unified Standard Specification (Works & Materials) Vol.I & II - 2010 corrected upto latest correction slips is based (hereinafter referred to as General Condition of Contract) together with upto date correction slips and such amendments thereof as have been published from time to time. Where there is any conflict between the provisions, instructions, terms and conditions and what is laid down here in the later shall prevail.	No	No	Not Allowed
2.3	It shall be the responsibility of the contractor before submitting tender and again before signing the contract documents to ascertain and possess all amendments and/or correction made to the Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022).	No	No	Not Allowed
2.4	SUPPLY SCHEDULE AND PENALTIES:	No	No	Not Allowed
2.4.1	The entire work is to be completed within 18 (Eighteen) months (excluding monsoon period i.e 15th June to 15th September) from the date of issue of acceptance letter as per supply schedule laid in the special condition No.2.1.	No	No	Not Allowed
2.4.2	If the contractor fails to adhere to the time schedule given in condition 2.1 of Special Condition of Contract - Part-II, penalty equivalent to ten percent of the cost of shortfall in the ballast supply during that month will be recovered from his bills and will be kept under deposit with Railways. If the contractor makes good the shortfall in any subsequent month(s) i.e. during any time within the original date of completion (i.e. Within 17 months of supply), penalty so recovered will be refunded to the contractor to the extent shortfall is made good without any interest charges there.	No	No	Not Allowed
2.4.3	The schedule of quantity to be supplied as mentioned on Supply Schedule of Ballast is tentative & minimum. Quantity to be supplied may increase as per the direction of Engineer-in-charge & will be binding to the contractor without paying any extra cost to the contractor by the railway. Supply Schedule of Ballast is tentative for supplying in Sub-depot/one part and to be done for another Sub-depot/another part as per the direction of Engineer-in-charge. Nothing extra will be paid to contractor.	No	No	Not Allowed
2.4.4	For calculation, proportioning of ballast quantity supplied with respect to time shall be done. For example, supply to be done by the contractor after 3 months 19 days would be scheduled supply of 1st month + 2nd month scheduled supply + 3rd month scheduled supply + 19/30 X 4th month scheduled supply of ballast.	No	No	Not Allowed
2.4.5	Not with standing provisions of clause 2.4.1, 2.4.2 & 2.4.3 above, Railway reserve the right to terminate the contract if the contractor fails to commence the work or fails to adhere to the schedule of supply laid down in the contract, even before the stipulated date of completion of the contract.	No	No	Not Allowed
2.4.6	After original completion period, if contractor wants EOT as per the variation in quantity or to complete the short supply of quantity or both, the EOT may be granted as per clause-17,17(A) or 17(B) of G.C.C. as per the merit of case reckoning the time loss due to Rly account/Contractor's accounts. For the revised supply schedule, the balance quantity to be supplied/increased quantity to be supplied will be evenly distributed among the extended period/months and again penalty in EOT period will be recovered for short supply as vide above para no. 2.4.2 to 2.4.3. Contract will also be govern reckoning the above para no. 2.4.4.	No	No	Not Allowed
2.4.7	For the time loss due to Railway account or due to any other account other than contractor's account, EOT should not be granted under clause -17(B) of G.C.C. EOT to be granted & supply schedule to be given in EOT period reckoning the supply schedule in original completion period.	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

2.4.8	EOT after original completion period, if extended other than clause-17(B), due to time loss in railway account & other etc., balance supply schedule to be evenly distributed for the extended period/month & for short supply in EOT period, penalty to be recovered as mentioned in above concern paras. EOT to be granted & supply schedule to be given in EOT period reckoning the supply schedule in original completion period.	No	No	Not Allowed
2.4.9	EOT after original completion period, on-account of contractor's failure to complete the work within the original completion period, will be granted under clause -17(B) of G.C.C. and supply schedule for the balance quantity to be supplied will be evenly distributed for the extended period /month. Penalty for the quantity to be supplied will be as mentioned in above concern paras. EOT to be granted & supply schedule to be given in EOT period reckoning the supply schedule in original completion period.	No	No	Not Allowed
2.5	LOADING OF BALLAST:	No	No	Not Allowed
2.5.1	One period of loading hours is defined as 8 (eight) clear working hours. The contractor shall have to load one full rake comprising of 30 wagons i.e. NBOBY or BOBY or any other type of open wagons in not more than one period of 8 hours each. If the numbers of wagons placed for loading are more than or less than 30 wagons the time allowed will be proportionately increased or decreased.	No	No	Not Allowed
2.5.2	60 (Sixty) minutes time will be allowed for checking and closing of the doors of the wagons, general checking of fitness for load ability of wagons etc. Thus, time allowed for loading will be counted, 60 minutes after the placement time i.e. this time will be in addition to the time mentioned in clause 2.5.1 above.	No	No	Not Allowed
2.5.3	If the wagons are placed in different sidings or different sub-depots simultaneously at a depot for loading, an extra time of 60 minutes will be allowed, for opening the gates of ballast depots and for shifting of the loading machines from one sub-depot to the other. This time will be in addition to the time allowed as per special condition No.2.5.1 above.	No	No	Not Allowed
2.5.4	Loading time for calculation purpose as per clause 2.5.1 to 2.5.3 above will be between sunrises to sunset only. If loading time extends to night, then the extra time for loading will be counted from next day after sunrise. However, loading carried out by the contractor between sunsets to sunrise shall not be counted for the purpose of working out penalty amount as per clause 2.5.11 below	No	No	Not Allowed
2.5.5	All arrangement for loading of ballast into railway wagons should be provided by the contractor at his/their cost. The loading of ballast should be mechanized by deploying sufficient pay loader and other machinery required. Loading by manual means may be permitted by concerned Sr. Divl. Engineer/ Divl. Engineer on the request of the contractor without allowing extra time indicated vide clause 2.5.1 to 2.5.4 above.	No	No	Not Allowed
2.5.6	The contractor shall be responsible to find out the position of ballast stacks ready for loading into wagons if supply and loading agencies are different and also placement of wagons from railways representative at site and be in readiness to load the wagons at short notice with adequate arrangements of labour and machineries for loading. Railway administration will make all efforts to supply the wagons regularly for ballast loading. However, railway administration will not responsible for any losses incurred by the contractor due to idling of labour and machines etc. for want of supply of wagons on any day due to any reasons whatsoever.	No	No	Not Allowed
2.5.7	Before commencement of loading, the contractor has to render assistance in closing of the doors of the wagons whenever required.	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

2.5.8	The loading work should be carried out throughout the year including during monsoon. Loading can be done round the clock after the placement of wagons with the approval of Sr.DEN/DEN & will be binding to the contractor. In such a case, the contractor has to make his own lighting arrangement for night working. No extra payment will be made for night working. If contractor fails to load in night, penalty may be levied by the engineer-in-charge as decided by him/her & shall be binding to the contractor.	No	No	Not Allowed
2.5.9	The ballast falling on the tracks or by the side of it, in the process of loading, has to be cleared by the contractor at his own cost. Such ballast should be lifted and put in the stacks from where loading is in progress and then the same should be loaded into wagons.	No	No	Not Allowed
2.5.10	The contractor should render all possible assistance to keep the tracks of the ballast siding clear of the obstructions/ infringements due to ballast heaps etc.so that railway wagons do not have to wait for placement/drawing out.	No	No	Not Allowed
2.5.11	If the contractor fails to load the wagons, within the time prescribed vide clause 2.5.1 to 2.5.4 above, a penalty of Rs.2,000/- per hours or part thereof shall be deducted from his/their bills.	No	No	Not Allowed
2.5.12	The contractor has to load each wagon to its full capacity and level the ballast at the top. Wagon should not be unevenly loaded. In the event of ballast being loaded in wagons to less than its capacity or improper leveling, a penalty of Rs.3,000/- per wagon will be imposed and will be deducted from his/their bills.	No	No	Not Allowed
2.5.13	No fresh measurement will be taken for loading of ballast into wagons. The payment of loading will be based on recorded stack measurement. Payment will be made only for such stacks, which have been loaded completely. No payment will be made for the stacks loaded partially. However, in exceptional cases as per discretion of the Engineer-in-charge, payment for loading of partial quantity of stack may be done only after measurement of the balance stack by the engineering officials and certified by the ADEN on the written order of Sr.DEN/DEN.	No	No	Not Allowed
2.5.14	After completion of loading; any unevenness on the ground developed due to movement of loading machines etc. has to be made good and the ground should be properly dressed and leveled by the contractor at his own cost, failing which a penalty of Rs.1000/- per Sqm. of uneven area will be imposed.	No	No	Not Allowed
2.6	STACKING OF BALLAST:	No	No	Not Allowed
2.6.1	Sites for stacks shall be located as directed by Engineer & shall be selected with a view to convenient loading into ballast train in case of depot ballast. Stacks on sites not so approved may be rejected and the contractor shall be ordered to restack the ballast at a convenient site.	No	No	Not Allowed
2.6.2	As far as possible, ballast stacks are to be made on level stretch of ground.	No	No	Not Allowed
2.6.3	Making of fresh stack shall be permitted at a plot only after the earlier stack has been completely trained out and conditions of clauses below are fulfilled.	No	No	Not Allowed
2.6.4	The area for stacking may not be sufficient to stack all the ballast as per the agreemental quantities in one go. The ballast may have to be collected several numbers of times in the available stacking ground to complete the agreemental quantity. In such cases, after contractor fully stacks the ballast in the available stacking area, measurement shall be taken and the contractor shall be authorized to load the ballast in railway wagon.	No	No	Not Allowed
2.6.5	Collection and loading of the ballast in the same depot by the contractor shall not progress simultaneously.	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

2.6.6	Simultaneously supply and loading of ballast should only be permitted in major depot is divided into sub depots by providing proper barricades etc. The barricades should be by tie bar fencing of 2.1mtr. High and continuous for the full length and breadth of the depot, so that there should be no chance of intermixing of ballast between any two sub-depots.	No	No	Not Allowed
2.6.7	After the ballast is fully trained out and before authorizing the contractor to commence the second round of supply in the same stacking area, the Engineer's representative shall inspect the site, make sure that all the stacks have been fully trained out and record a certificate in the ballast passing register and shall authorize the contractor to commence the second round of collection and stacking.	No	No	Not Allowed
2.6.8	The contractor is strictly forbidden to do any excavation or filling at the site so offered for stacking to him or in their proximity. Any attempt to do so will render the contract liable to summarily termination and the ballast collected or stacked up to that time will be rejected by the Railway without any compensation and the contractor will be required to remove such stacks around or near which raising or excavation of existing ground level have been attempted to be made by the contractor. No compensation will be paid for such removal, which will be as if the ballast was not to specification and therefore, not to be kept in Railway premises.	No	No	Not Allowed
2.7	MEASUREMENT OF BALLAST:	No	No	Not Allowed
2.7.1	Measurement of ballast shall be done when the contractor has brought in sufficient quantity and stacked properly and/or as per the direction of Engineer-in- charge as per provision of guidelines	No	No	Not Allowed
2.7.2	During the course of supply of ballast by the contractor, the Railway Administration reserves the right to direct the contractor to stop supply on any reasons including want of stacking ground and advise to load the ballast which has already been supplied and measured for payment. During the period of such loading the contractor should stop supply of ballast in particular depot.	No	No	Not Allowed
2.7.3	The contractor is required to restack the disturbed ballast stacks at his own cost to facilitate recording of measurements for drawal of final bill in case of closing down of contract either under clause 61 or 62 of General Condition of Contract or for any other reasons. In the event of failure of the contractor to comply with this, restacking will be done by the deptt. Staff or through any other agency and the actual cost involved with necessary supervision charges etc. will be recovered from contractor's bills, security deposit etc. or from any money payable under this or other contract.	No	No	Not Allowed
2.7.4	The measurement of a ballast stack as entered into M.B. should be cross checked by no. of hoppers loaded from the stack, for which it is mandatory to ensure that ballast are loaded upto the mark provided in the hoppers. Such cross checks should also be entered into M.B. and any difference beyond 2% should be reported to HQ office.	No	No	Not Allowed
2.8	Payment for ballast supply:	No	No	Not Allowed
2.8.1	The rate quoted by the tenderer for one cubic meter (Cum) of ballast will be sub-divided into two parts and payment will be released as mentioned below:	No	No	Not Allowed
2.8.2	On satisfactory supply, delivery and stacking: 85% of the payable rate.	No	No	Not Allowed
2.8.3	On satisfactory loading: 15% of the payable rate.	No	No	Not Allowed
2.8.4	The payable rate will be arrived based on rate quoted by the tenderer and percentage payment payable based on sieve analysis as per specification of track ballast.	No	No	Not Allowed
2.8.5	Loading of ballast shall be paid only on net stack measurement. Normally payment of loading shall be done after complete ballast has been loaded into wagons in a sub-depot. (Refer para 2.5.13).	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

2.8.6	Final bill will be released after submission of Royalty Certificate & Clearance from mining department or as per the practice is being followed by the construction organization/BSP as per the direction of Engineer-in-charge.	No	No	Not Allowed
2.9	The Railway administration will not give any guarantee of under taking to take the full quantity stated in the tender schedule but the tenderer should keep himself ready to supply the quantities from time to time as required. In case, failure on the part of the contractor to supply the stipulated quantities within the specified time, full penalty will be levied as per clause 2.4 of the Special Conditions of Contract-Part-II.	No	No	Not Allowed
2.10	During the execution if railway is not able to provide ground for stacking of ballast due to any reason what so ever, contractor shall not have any claim for the same. However, suitable extension of time shall be granted in this account by the railway. Further will be governed by as per clause 2.4 of the Special Conditions of Contract-Part-II.	No	No	Not Allowed
2.11	The contractor should make all arrangements to facilitate the inspection and for any checks to be conducted by the Engineer-in-charge or his authorized representative for ensuring quality of supply and speedy progress of work etc. including provision of vehicle (Inova Crysta/Mahindra XUV 7XO/Tata Safari or equivalent) along with driver, fuel etc in good condition for inspection of ballast quarry, work site etc. on written/ telephonic/ verbal request by the site-in-charge/ Assistant Divisional Engineer/ Engineer-in-charge. In case the contractor fails to provide the vehicle due to any reason, penalty of Rs.3000/- per day/ per occasion will be recovered and will not be refundable. This should be considered as incidental to this work, without any extra payment. Necessary logbook for this purpose to be maintained. On any given day when vehicle is used, the minimum number of Kms will be taken as actual Km run. No monthly limit of Kms. run will be there & vehicle can be used for run to any Kms. as per requirement of the work.	No	No	Not Allowed
2.12	ROYALTY:-	No	No	Not Allowed
2.12.1	The contractor's relationship with Railway is that of an independent contractor and he may under no circumstances act or hold himself out of an agent of the Railway or make or purport to make any contract or arrangement for or on behalf of the Railway but on every contract or arrangement made by him he shall incur full and sole liability as a principal employer.	No	No	Not Allowed
2.12.2	The contractor shall make his own arrangement on his own sole account for procuring all materials to be supplied or to be used on works to be done under his agreement.	No	No	Not Allowed
2.12.3	The rates in this schedule are entirely inclusive so as to cover any purchase price and/or/royalties and/or compensation for surface damage paid or payable by the contractor to landowners and all other charges incurred by him whatever.	No	No	Not Allowed
2.12.4	If the contractor enters on land not belonging to or held by the Railway for collection or quarrying of materials or any other purpose whatever he shall make his own arrangement with the owner or owners of such with regard to, and shall be solely personally liable for the payment of any purchase price and/or royalties and/or compensation for surface damage and the Railway shall in no circumstances be or purport to be made party to any such arrangement or be liable for any such payment and/or compensation.	No	No	Not Allowed
2.12.5	Payment of on-account and final bills for materials supplied, or for work done with material collected, from outside Railway land shall be subject to the submission by the contractor of a certificate in the following form.	No	No	Not Allowed
2.12.6	Without the sanction of the Railway, no material of any kind whether required for the performance of this Agreement or not, shall be quarried and/or collected from land belonging to or held by the Railway or any land under that held by the Railway.	No	No	Not Allowed
2.13	INSPECTION:-	No	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

2.13.1	At any time required by the Engineer while stacking is in progress and at the time of measurement is taken, the contractor shall supply labour to facilitate opening of stack upto ground level, equipment and road conveyance for the movement of inspecting/measuring officials. The facilities like road conveyance, ladder, wooden plank etc. are to be borne by the contractor as per clause 28 of Indian Railways Standard General Conditions of Contract- April- 2022 should it be found during such inspection that stacks contain defective materials in quality or dimension beyond the permissible limit as approved in the specification, they shall be rejected.	No	No	Not Allowed
2.13.2	The rejected stacks of ballast shall be removed from Railway land by the contractor at his own cost within two weeks of receiving formal notices to do so. If the contractor fails to remove the ballast within the specified time the Administration may remove the ballast from Railway land and deduct the cost of so doing plus 12.5% supervision charges from any money due to the contractor.	No	No	Not Allowed
2.13.3	The accepted rate for ballast is for materials which conform to all specifications & particulars of quality, stack measurements, sieve analysis and extent of permissible amount of deleterious substances. If the Engineer or his authorized representative finds that ballast supplied by the contractors doesn't satisfy the specification & conditions mentioned in the agreement, Railway shall be at liberty either to a) refuse to measure up any ballast collected after giving reasons in writing to the contractor or b) call upon the contractor in writing to bring the ballast as per specification to enable it to be re-inspected & measured within the time limit imposed by the agreement.	No	No	Not Allowed
2.13.4	Results of the sieve analysis of the ballast stacks shall be recorded in a "Record Measurement Book" specially meant for the purpose.	No	No	Not Allowed
2.14	Successful tenderer has to supply following equipment before first measurement to Concerned SSE (P.Way) In-charge:-	No	No	Not Allowed
2.14.1	Two nos. Auto level of make: TOPCON (ATB-4) or BOSH (GOL-32D) with compatible tripod stand, a measuring staff (5mtr. height), with all standard accessories like Plumb bob, vinyl cones, adjusting pins, hex wrench, Lense cap, hard plastic carrying case, cleaning cloth etc. & user manual.	No	No	Not Allowed
2.14.2	Four nos measuring steel tape of make Freemans or equivalent of length 50 meter.	No	No	Not Allowed
2.14.3	Standard Sieve as per relevant IS Code of size 65mm, 40mm & 20mm square mesh each.	No	No	Not Allowed
2.14.4	Two nos Bucket or water container of capacity 25 litre.	No	No	Not Allowed
2.14.5	Measuring box of standard material & size-02 nos.	No	No	Not Allowed
2.14.6	Two nos electronic Weighing Machine of capacity 200 Kg with accuracy of 10 gram for outdoor use. (Make METIS or equivalent)	No	No	Not Allowed
2.14.7	After completion of work all the above material shall be property of railway & contractor shall not have any claim over it.	No	No	Not Allowed
2.15	Detailed description of Track Ballast is attached with the tender document titled "Specification for Track Ballast".	No	No	Not Allowed
2.16	For monitoring and maintenance of record, contractor has to supply one all in one all in one PC ,34 Inch Screen of the given configuration 1 TB SSD Memory, with core I-7 processor,16 GB RAM with one laser printer in the office of under signed i.e Sr.DEN/Co-ord/BSP, For this no extra payment shall be made to contractor. These items have to be supplied after issue of LOA & it shall become Railway property.	No	No	Not Allowed

**Undertakings**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	I/ We have visited the works site and I / We am / are aware of the site conditions.	No	No	Not Allowed

**Custom**

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Important instructions to tenderer with regard to document submission during bidding. :	Yes	No	Not Allowed
1.1	All the payment will be made through electronic fund transfer only through any of the nationalized/scheduled bank. For this the proforma given at Annexure-E enclosed is to be essentially filled up by the tenderer before submitting his tender.	Yes	No	Allowed (Mandatory)
1.2	PAN details :- Along with EFT mandate the tenderer has to upload the self attested copy of the PAN card	Yes	No	Allowed (Mandatory)
1.3	The tenderer has to submit copy of Authority for him being authorized signatory. (An affidavit duly notarised in case of Proprietor ship firm, Partnership deed etc. in case of Partnership firm.)& upload as .pdf file	Yes	No	Allowed (Mandatory)
1.3.1	Deed of Partnership/Special Power of Attorney if any for the work .	Yes	No	Allowed (Optional)
1.4	List of Personnel Organization available on hand and proposed to be engaged for the subject work as per format given in Annexure-A in attached document.	Yes	No	Allowed (Optional)
1.5	List of Plants and Machinery available on hand (own) and proposed to be inducted (own and hire, to be given separately for the subject work) as per format given in Annexure-B in attached document.	Yes	No	Allowed (Optional)
1.6	List of work on hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award as per format given in Annexure-C in attached documents.	Yes	No	Allowed (Optional)
1.7	Joint venture/MOU/Consortium shall be applicable.	Yes	No	Allowed (Optional)
1.8	Each page of the copy of documents/certificates in support of Eligibility Criteria, submitted by the tenderer, shall be self attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self attestation shall include signature, stamp and date(on each page).	Yes	No	Not Allowed
1.9	The tenderer should ensure that the information/documents, being submitted in support of claim of qualifying the laid down eligibility criteria, are prepared preferably in prescribed formats only duly signed by an official authorized to do so. Documents issuing authority must furnish all relevant information preferably in the prescribed format itself. Complete details of issuing authority should also be indicated in the document. Furnishing incomplete, illegible, vague information may lead to rejection of offer.	Yes	No	Not Allowed
1.10	Scanned copy of cancelled cheque of bank account mentioned in Annexure- E to be attached by the tenderer.	Yes	No	Allowed (Mandatory)
1.11	Tenderer has to submit Certificate of official communication details (as per format Annexure-I) provided in attached documents.	Yes	No	Allowed (Mandatory)
1.12	SUBMISSION OF Bid Security: 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. The Bank Guarantee bond shall be as per Annexure-H and shall be valid for a period of 90 days beyond the bid validity period. If submitted Bid security as Bank Guarantee bond has not submitted in proper format as Annexure-H his offer shall be rejected.	Yes	No	Allowed (Optional)
1.13	The above rates are inclusive of all taxes legally leviable and/or any other local taxes, license fees, royalty and cess etc.	Yes	No	Not Allowed



**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

1.14	<p>Bid Capacity : For tenders having advertised value more than Rs.10 Crore (As per ACS-11 of GCC-2022) wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total value of the present tender. The available bid capacity shall be calculated as under:- Available Bid Capacity = <math>[A \times N \times 2] \div 0.33 \times N \times B</math> Where- A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress. N = Number of years prescribed for completion of work for which bids has been invited. B = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender. NOTE:- (a)The Tenderer (s) shall furnish the details of:- (i)Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A and. (ii)Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished. The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant. (b)In case if a bidder is JV, the tenderer (s) must furnish the details of (i)Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating 'A', and (ii)Existing commitment and balance amount of ongoing work with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started up to the date of inviting of tender for calculating 'B'. In case of no works in hand a 'NIL' statement should be furnished. The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant. (c)Value of a completed work/work in progress/work awarded but yet not started for Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his / her compliance to the above mentioned bid capacity in the tender under consideration. (d)The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity". (e)In case, the tenderer/s failed to submit the above statement along with offer, their/ his offer shall be considered as incomplete and will be Rejected Summarily.</p>	Yes	No	Allowed (Mandatory)
1.14.1	<p>(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria /tender requirement. TENDERER'S CREDENTIALS (BID CAPACITY) should be read in conjunction of Indian Railways Standard General Condition of Contract published in April-2022 up to latest correction slip.</p>	Yes	No	Allowed (Mandatory)
2	<p>In view of ongoing COVID-19 pandemic and/or any similar cases in future, the contractor shall have to ensure provision of masks, sanitizers, soap &amp; water and all other measures as recommended/instructed by Government of India from time to time to all the laborers employed for this instant tender. No extra payment shall be made to contractor for aforementioned provision.</p>	Yes	No	Not Allowed
3	<p>Before offering the rates in the tender, the tenderers are required to inspect the site thoroughly and satisfy themselves as to the nature of work involved and all possible difficulties likely to be encountered for executing the work.</p>	Yes	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

4	The contractor shall have to ensure provision of retro-reflective and/or fluorescent net jackets to all the laborers employed for this instant tender. No extra payment shall be made to contractor for aforementioned provision.	Yes	No	Not Allowed
5	The variation in the quantities specified in the schedule will be admitted to a limit of 25% at the discretion of the Railway Administration. The contractor will supply additional quantity at the same rate and condition of the contract.	Yes	No	Not Allowed
6	Railway reserve the right to accept or reject any tender in full or part or reject all the tenders without assigning any reason whatsoever and Railway's decision in the matter will be final and binding.	Yes	No	Not Allowed
7	The Price Variation Clause will be governed by Standard General Condition of Contract April-2022 under clause 46(A) with up-to-date correction slip for this tender.	Yes	No	Not Allowed
8	SPECIFICATION FOR TRACK BALLAST ATTACHED IN PDF FORM.	Yes	No	Allowed (Optional)
9	SUPPLY SCHEDULE AND PENALTIES:	Yes	No	Allowed (Optional)
9.1	The entire work is to be completed within 18 (Eighteen) months (excluding monsoon period) from the date of issue of acceptance letter as per supply schedule laid in the special condition of contract part II under item No.2.1.	Yes	No	Not Allowed
9.2	If the contractor fails to adhere to the time schedule given in condition 2.1 of Special Condition of Contract - Part-II, penalty equivalent to ten percent of the cost of the cost of shortfall in the ballast supply during that month will be recovered from his bills and will be kept under deposit with Railways. If the contractor makes good the shortfall in any subsequent month(s) i.e. during any time within the original date of completion (i.e. Within 17 months of supply), penalty so recovered will be refunded to the contractor to the extent shortfall is made good without any interest charges there.	Yes	No	Not Allowed
9.3	The schedule of quantity to be supplied as mentioned on Supply Schedule of Ballast is tentative & minimum. Quantity to be supplied may increase as per the direction of Engineer-in-charge & will be binding to the contractor without paying any extra cost to the contractor by the railway. Supply Schedule of Ballast is tentative for supplying in one part and to be done for another part as per the direction of Engineer-in-charge. Nothing extra will be paid to contractor.	Yes	No	Not Allowed
9.4	For calculation, proportioning of ballast quantity supplied with respect to time shall be done. For example, supply to be done by the contractor after 3 months 19 days would be scheduled supply of 1st month + 2nd month scheduled supply + 3rd month scheduled supply + 19/30 X 4th month scheduled supply of ballast.	Yes	No	Not Allowed
9.5	Not with standing provisions of clause 2.4.1, 2.4.2 & 2.4.3 of special condition of contract part II above, Railway reserve the right to terminate the contract if the contractor fails to commence the work or fails to adhere to the schedule of supply laid down in the contract, even before the stipulated date of completion of the contract.	Yes	No	Not Allowed
9.6	After original completion period, if contractor wants EOT as per the variation in quantity or to complete the short supply of quantity or both, the EOT may be granted as per clause-17,17(A) or 17(B) of G.C.C. as per the merit of case reckoning the time loss due to Rly account/Contractor's accounts. For the revised supply schedule, the balance quantity to be supplied/increased quantity to be supplied will be evenly distributed among the extended period/months and again penalty in EOT period will be recovered for short supply as vide above para no. 2.4.2 to 2.4.3 of special condition of contract part II . Contract will also be govern reckoning the above para no. 2.4.4 of special condition of contract part II.	Yes	No	Not Allowed

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

9.7	For the time loss due to Railway account or due to any other account other than contractor's account, EOT should not be granted under clause -17(B) of G.C.C. EOT to be granted & supply schedule to be given in EOT period reckoning the supply schedule in original completion period.	Yes	No	Not Allowed
9.8	EOT after original completion period, if extended other than clause-17(B), due to time loss in railway account & other etc., balance supply schedule to be evenly distributed for the extended period/month & for short supply in EOT period, penalty to be recovered as mentioned in above concern paras. EOT to be granted & supply schedule to be given in EOT period reckoning the supply schedule in original completion period.	Yes	No	Not Allowed
9.9	EOT after original completion period, on-account of contractor's failure to complete the work within the original completion period, will be granted under clause -17(B) of G.C.C. and supply schedule for the balance quantity to be supplied will be evenly distributed for the extended period /month. Penalty for the quantity to be supplied will be as mentioned in above concern paras. EOT to be granted & supply schedule to be given in EOT period reckoning the supply schedule in original completion period.	Yes	No	Not Allowed
10	Submission of Ballast Test Report :- Each tenderer at the time of tendering shall have to submit the test report for Impact Value, Abrasion Value and Water Absorption Value from any of the material testing laboratory of IIT/Kharagpur, NIT/Rourkela, VNIT/Nagpur, Geotechnical laboratory of Construction Organisation/SECR/Bilaspur, Jadavpur University Kolkata and National Test House Alipur/Kolkata, National Institute of Technology Raipur, GE laboratory Visakhapatnam, CAO(Con.)'s laboratory Chandrasekharpur Bhubaneswar. The Test report should not be older than six calendar months excluding the month in which the tender is opened. Cash receipts of ballast testing fee shall not be accepted in lieu of test reports.	Yes	No	Allowed (Mandatory)
10.1	The tenderers shall also furnish an undertaking as incorporated in the tender documents that the ballast supply at all times will conform to specification for track ballast as specified by Railway. (Annexure-K)	Yes	No	Allowed (Mandatory)
11	The above particulars, conditions, instructions and the documents attached with tender are read and understood by me/us and accepted by me/us.	Yes	No	Not Allowed

**6. Documents attached with tender**

S.No.	Document Name	Document Description
1	Annexure-WExperience.pdf	Annexure W
2	Annexure-YC.A.certificate.pdf	Annexure Y
3	NewJVFormatnew.pdf	JOINT VENTURE
4	Annexure-AEngg.Org._1.pdf	Annexure A
5	Annexure-BPlantMachinery_1.pdf	Annexure B
6	Annexure-CWorkinHand_1.pdf	Annexure C
7	Annexure-EEFTdetail_1.pdf	Annexure E
8	AnnexureHBidsecurityformat_1.pdf	Annexure H
9	AnnexureG.pdf	Annexure G
10	AnnexureI_1.pdf	Annexure I
11	AnnexureJ_1.pdf	Annexure J
12	SpecificationforTrackBallast.pdf	Specification for Track Ballast
13	Annexure-K_2.pdf	Annexure K
14	SupplyScheduleofBallast_1.pdf	Supply Schedule of Ballast

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.

**BILASPUR DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** DRM-ENGG-BSP-T-85-26-27

**Closing Date/Time:** 14/07/2026 11:00

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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:** ARVIND VISHWAKARMA

**Designation :** Sr.DENco-ord