

**NAGPUR-SECR-DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY
TENDER DOCUMENT**

Tender No: E-09-NAG-2026-2027

Closing Date/Time: 17/07/2026 15:00

SrDENCo acting for and on behalf of The President of India invites E-Tenders against Tender No **E-09-NAG-2026-2027** Closing Date/Time 17/07/2026 15:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

1. NIT HEADER

Name of Work	Supply, Delivery and Stacking of 2,50,000 (Two Lakh Fifty Thousand) cu. m. machine crushed track ballast having Abrasion Value less than 15% along with other specifications as prescribed in Specifications for Track Ballast - IS/RDSO-GE/0001: 2023 with up-to-date correction slips, from outside Railway land, at Dongargarh Ballast Depot and loading the same into Railway wagons		
Bidding type	Normal Tender		
Tender Type	Open	Bidding System	Two Packet System
Tender Closing Date Time	17/07/2026 15:00	Date Time Of Uploading Tender	16/06/2026 17:38
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	220280000.00	Tendering Section	OSTENDER E
Bidding Style	Single Rate for Each Schedule	Bidding Unit	
Earnest Money (Rs.)	4405600.00	Validity of Offer (Days)	90
Tender Doc. Cost (Rs.)	0.00	Period of Completion	24 Months
Contract Type	Works - General	Contract Category	Expenditure
Bidding Start Date	03/07/2026		
Are JV allowed to bid	Yes	Number of JV Member Allowed	3
Are Consortium allowed to bid	No	Number of Consortium Member Allowed	0
Ranking Order For Bids	Lowest to Highest	Expenditure Type	Capital (Works)

2. SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule () A-Non Schedule							214530000.00	Above/ Below/Par
1	NS1	250000.00	cum	858.12	214530000.00	AT Par	214530000.00	
	Description:- Supply, Delivery and Stacking of machine crushed track ballast as per Specifications for Track Ballast - IS/RDSO-GE/0001: 2023 with up-to-date correction slips especially w.r.t. Abrasion Value less than 15% along with all other prescribed criteria as mentioned in Tender Document at Dongargarh Ballast Depot (from outside railway land)including cost of materials, transporting, making of roads etc., with all lead, lift, royalty, GST, sales tax and/or any other taxes leviable by the local bodies/Central/State Govt. during the currency of the agreement, stacking as per the locations given including crossing of railway line, preparing of stacking ground and any other item involved as per General Condition of Contract and special conditions in tender documents and/or instructions of Engineer-in- Charge or his authorized representative at site.							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule () B-Non Schedule							5750000.00	Above/ Below/Par
1	NS1	250000.00	cum	23.00	5750000.00	AT Par	5750000.00	
	Description:- Loading of Track ballast into Railway Hoppers/ Wagons from Loading Platform at Dongargarh (DGG) Ballast Depot by Mechanical Means with Contractor's labour, machine, fuel, operator, accessories, night working arrangements and all leads, lift, taxes (GST) as livable by Govt. from time to time, ascent, descent etc complete.							

3. ITEM BREAKUP

No item break up added

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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

Standard 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-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.	No	No	Allowed (Mandatory)

Special Financial Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	As per Advance correction slip No.11 vide Rly. Board letter No.2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424) dtd.13.03.2026: SGCC item No.10.3 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI as under: ANNEXURE - VI For tenders having advertised value more than Rs 10 crore 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 bid value of the present tender. The available bid capacity shall be calculated as under: Available Bid Capacity = $[A \times N \times 2] - 0.33 \times N \times B$ 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 upto 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 commitments and balance amount of ongoing works 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 upto 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.	No	No	Allowed (Mandatory)

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1.1	(c)Value of a completed work/work in progress/work awarded but yet not started for a 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. (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.	No	No	Allowed (Mandatory)
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Special Technical Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The tenderer shall submit along with the tender document, documents in support of his / their claim to fulfil 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). Credentials required to be submitted by the tenderer mandatory along with tender document : 1) "The tenderers shall submit a 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 as mentioned in Submission of Document Verification Certificate. Non submission of Certificate by the bidder shall result in summarily rejection of his / their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they / he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Railway to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned." a) 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. b) 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 forfeited and agency barred for doing business on entire Indian Railways for 2 (Two) years.	No	No	Allowed (Mandatory)

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1.1	The tenderer is required to submit test report of ballast proposed to be supplied, as per para 3.1 of Specifications for Track Ballast - IS/RDSO-GE/0001: 2023 with up-to date correction slips along with the additional criteria that the Abrasion Value should be less than 15%. The ballast sample's test report must conform to all the provisions of Specifications for Track Ballast - IS/RDSO-GE/0001: 2023 with up-to-date correction slips except for Abrasion Value. The ballast to be supplied in this work must have Abrasion Value less than 15%. (b) Tender offers having Ballast sample's test report not conforming to the provisions of Specifications for Track Ballast - IS/RDSO-GE/0001: 2023 with up-to-date correction slips and/or having Abrasion Value equal to or more than 15% will be summarily rejected. Tender offers submitted without Ballast sample's test report will also be summarily rejected. (c) The tenderer must necessarily mention the details of quarry (location, village, tehsil, district, state etc.) in Ballast sample's test report. Tender offers submitted without mentioning the details of quarry (location, village, tehsil, district, state etc.) in Ballast sample's test report will also be summarily rejected. (d) The tests for determination of Abrasion Value, Impact Value and Water Absorption should be got done at following laboratories/institutes only - IIT/Kharagpur, NIT/Rourkela, VNIT/Nagpur, Jadavpur University/Kolkata, National Test House/Kolkata, NIT/Raipur, GE Laboratory of Construction Organisation/SECR at Bilaspur, GE Laboratory/Visakhapatnam & CAO(Con)'s Laboratory/Chandrasekharpur/Bhubaneswar. (e) The submitted test report should not be older than six (06) calendar months excluding the month in which tender is opened. (f) Tender offers submitted with Ballast sample's test report issued by any other laboratories/institutes shall not be accepted & the tender offer shall be summarily rejected. (g) Tender offers submitted without valid test report (reports not conforming the prescribed criteria) shall be summarily rejected	No	No	Allowed (Mandatory)
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Standard Technical Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	10.1 Technical Eligibility Criteria: (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) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges - substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.	No	No	Allowed (Mandatory)

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1.1	<p>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 Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing. However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfillment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows: The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract. Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway. In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing. 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.</p>	No	No	Allowed (Mandatory)
1.2	<p>Defination 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 a single work will be considered for eligibility criteria *.</p>	No	No	Not Allowed
1.3	<p>Defination of Similar Work :- * To elucidate the above clause, the illustrated example is given below : (a) Advertised value of tender under consideration = Rs.10 Crores. (b) Eligibility criteria = One work of similar nature of minimum value of Rs.3.5 Crores. (c) Value of executed work by the tenderer as per certificate (i) Value of items involving PCC with machine crushed Aggregates = Rs. 2 Crores. (ii) Value of items involving RCC which machine crushed aggregates.= Rs. 2 Crores. (iii)Value of items involving road work (WBM, base course, surface course, wearing course etc.) involving machine crushed stone aggregates.= Rs. 2 Crores. (iv)Value of any other items involving crushed / Aggregates = Rs. 1 Crore.</p>	No	No	Not Allowed

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1.4	<p>Defination of Similar Work :- (v)Value of items involving PCC, Road works etc. involving hand broken stone aggregate . = Rs. 2 Crores. (vi)Value of other items [other than (i) to (v) not involving use of stone aggregates. = Rs. 11 Crores Total value of work = Rs. 20 Crores. (d) Value of item PCC, RCC, etc involving use of machine Crushed stone aggregates. = Rs. 7 Crores. (e) 50% of value of (d) above.= Rs. 3.5 Crores. (f) The party fulfils eligibility criteria regarding having executed similar nature of work i.e.35% of the advertised tender value for example as given in (a) above. Note: The above illustrated example calculation have been done for old eligibility criteria of single similar work of 35%. Calculation for new technical eligibility criteria similar nature work will be done as per above example. The party should fulfil eligibility criteria regarding having executed similar nature of work : (1) Three similar works costing not less than the amount equal to 30% of advertised value of the tender or (2) Two similar works costing not less than the amount equal to 40% of advertised value of the tender or (3) One similar work costing not less than the amount equal to 60% of advertised value of the tender.</p>	No	No	Not Allowed
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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	<p>Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. Please submit a certificate in the prescribed format (please download the format from the link given below). Non submission of the certificate, or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of your offer. (Click here to download the Format of Self Certification)</p>

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

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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)
2	The tenderer has to opt for taking payment through letter of credit (LC) as per Railway Board's letter no. 2018/CE-I/CT/9 dated 4.6.18.	No	No	Not Allowed
3	Tenderers are required to quote their Permanent Account Number in the tender document.	No	No	Allowed (Optional)

General Instructions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The bidders have to make payment towards Bid Security against instant tender 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- VIA and shall be valid for a period of 90days beyond the bid validity period. The detail is mentioned As per SGCC clause 5. Otherwise their e-tender will be summarily rejected. The Bid Security should be in favour of FA & CAO, S.E.C. railway.	No	No	Not Allowed
2	As per Advance correction slip No.11 vide Rly. Board letter No.2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424) dtd.13.03.2026: Bid Security: SGCC clause 5 (1)(a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:: Value of the Work For all works Bid Security 2% of the estimated cost of the work Note: (i) The Bid Security shall be rounded off to the nearest 100. This Bid Security shall be applicable for all modes of tendering. (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above. (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above. (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway. (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above 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. 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 that may happen thereto while in their possession, nor be liable to pay interest thereon.	No	No	Not Allowed

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3	(2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure- VIA and shall be valid for a period of 90days beyond the bid validity period. (3) 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.(i.e. excluding the last date of submission of bids) (para 5(3) ii, vide RB letter No.2022/CE-I/CT/GCC-2022/Policy dtd.20.10.23, Advance correction slip No. 5) iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. 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
4	The tenders submitted without valid Bid Security will summarily be rejected.	No	No	Not Allowed
5	Any special condition of contract however shall over rule provision of the SGCC April'2022 unless otherwise stated.	No	No	Not Allowed
6	The tender/contract will be governed by Standard General Condition of Contract April'2022 duly updated with correction slips up to date of opening of tender	No	No	Not Allowed
7	SGCC clause 5 50.(1) Maintenance Certificate: The Contract shall not be considered as completed until a Maintenance Certificate, if applicable, shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway. The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the Certificate. The Certificate, inter GCC alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned	No	No	Not Allowed

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8	SGCC clause 39.(1) Rates for Extra Item(s) of Works: (a) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR). However, the cumulative value of all such extra item(s) together (modified by the respective tender percentage) shall not exceed 10 % of the original contract value. For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b). (b) Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure. The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:	No	No	Not Allowed
9	i. Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)" ii. Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)" iii. Market Analysis @46'46@2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereuntofore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.	No	No	Not Allowed

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10	<p>SGCC clause 16.(1) Security Deposit: The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained / encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor. Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract. The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract. Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.</p>	No	No	Not Allowed
11	<p>16.(2) (i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following: (a) Final Payment of the Contract as per clause 51.(1) and (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable. 16. (2) (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited. 16.(3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.</p>	No	No	Not Allowed

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12	<p>As per Advance correction slip No.9, vide Rly. Board letter No.2022/CE-I/CT/GCC-2022/POLICY/Pt.I dtd.09.01.2025 and As per Advance correction slip No.11 vide Rly. Board letter No.2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424) dtd.13.03.2026: 16.(4) Performance Guarantee : The procedure for obtaining Performance Guarantee is outlined below: (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. (b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) in any of the following forms. i) A deposit of Cash; (ii) Irrevocable Bank Guarantee; (iii) Insurance Surety Bond as per Annexure-XVII Note:- In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond / Fresh Insurance Surety Bond / fresh Performance Security, in any form as given above, before expiry of existing Insurance Surety Bond. (iv) Government Securities including State Loan Bonds at 5% below the market value: (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India; (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India; (vii) Deposit in the Post Office Saving Bank; (viii) Deposit in the National Savings Certificates; (ix) Twelve years National Defence Certificates; (x) Ten years Defence Deposits; (xi) National Defence Bonds and (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of 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.</p>	No	No	Not Allowed
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13	(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. (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. (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. (ii) The Contract being determined or rescinded under clause 62 of these conditions. (h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below : Bid quoted in % of advertised cost : Below 0 (inclusive) - 5%, Additional Performance Guarantee (%) NIL, Bid quoted in % of advertised cost : Below 5%, Additional Performance Guarantee (%) : 5%.	No	No	Not Allowed
14	The successful bidder shall submit the performance Guarantee (PG) in any of the above said forms, amounting to 5% of the contract value. If performance guarantee(PG) in the form of Bank Guarantee is submitted , it should be sent directly by the respective bank to the concerned authority addressed to Sr. Divisional Engineer / Divisional Engineer, SEC Railway Kingsway Nagpur 440001(MS) under registered post AD and the BG shall be executed an appropriate stamp value as applicable in the relevant / concerned state where BG is executed. It shall be the duty of bidder / bank to ensure proper stamp duty as admissible in the executing state. The said stamp duty is also applicable for extension of bank guarantee.	No	No	Not Allowed
15	Tender form is not transferable under any circumstances. The tenderer/s are advised to furnish the details (i) Beneficiary Name (ii) Account No. (iii) Type of Account (iv) Bank (v) City (vi) Branch (vii) Remarks if any .	No	No	Not Allowed
16	SGCC Clause 46A. Price Variation Clause (PVC): 46A.1 Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) : a) Materials supplied by Railway to the Contractors, either free or at fixed rate; b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s). 46A.2 Base Month: The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration. Price Variation clause (PVC) of Standard General Condition of Contract (SGCC) shall not apply to such a works contract which is either an Annual Maintenance Contract (AMC) or a Zonal contracts.	No	No	Not Allowed

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17	<p>Imposition of token penalty for delay in the completion of work :- (As per Advance correction slip No.1) SGCC Clause 17- B Extension of Time with Liquidated Damages (LD) for delay due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17 A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week. For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract. Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default. NOTE: In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17 A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17 A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.</p>	No	No	Not Allowed
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18	<p>SGCC Clause 41 : VARIATIONS IN EXTENT OF CONTRACT. Modification to Contract to be in Writing: In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements. 42. (1) Powers of Modification to Contract: The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order. 42.(2)(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below. (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works. (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates (a)Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender; (b)Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender; (c)Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender. (d)Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.</p>	No	No	Not Allowed
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19	d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender; d. (ii)Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender. (iv) In case of earthwork items and variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit. (v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate). 42. (3)Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.	No	No	Not Allowed
20	SGCC Clause 43.(1): CLAIMS Quarterly Statement of Claims: The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month quarter and no claim for payment for such work will be considered which has not been included in such particulars. 43. (2)Signing of "No Claim" Certificate : The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.	No	No	Not Allowed
21	Joint venture/MOU/Consortium is accepted.	No	No	Not Allowed
22	Tenderer/tenderers should submit all required documents along with the tender	No	No	Not Allowed
23	Implementation of the building and other Construction workers (RECS) Act, 1996, Section-7 :- The tenderer for carrying out any construction work in Maharashtra / M.P / Chattisgarh must get themselves registered from the registering officer under section-7 of the Building and other construction Works Act, 1996 and rule thereto by the Maharashtra/ M.P/Chattisgarh Govt. and submit certificate of Registration issued from the Registering officer of the Maharashtra / M.P / Chattisgarh govt. (Labour Department) for enactment of this ACT will be applicable as per SGCC.	No	No	Not Allowed

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24	The contractor has to submit the design mix for the specified grade of concrete from a reputed engineering college/institution at his own cost. The contractor shall furnish the sample of cement, sand & aggregate and sealed in presence of engineers representative. The samples sent for design mix are also to be kept in sealed transparent jars for periodical checking of physical properties by visual examination. Thus obtained design mix shall be got approved by the engineer-in-charge before its use.	No	No	Not Allowed
25	Railway administration can supply water to contractors if available for execution of work and the cost of water will be deducted from running bill of contractor @ 1% of the cost of water related items. Howsoever, it will not be obligatory on part of Railway to supply water to the contractor for execution of the work.	No	No	Not Allowed
26	The Contractor shall cordon the working area in colony, station premises and any public places at the time of work.	No	No	Not Allowed
27	The Contractor shall clear the debris, left over material from site after completion of work, and then only final bill will be released. If not cleared in a reasonable time the same will be cleared by Railway, charges of which will be debited from final bill of the contractor.	No	No	Not Allowed
28	No sample/test certificates if required to be submitted along with the tender form (except Ballast), will be accepted after opening of the tender.	No	No	Not Allowed
29	The rates are inclusive of all taxes/charges/GST/ Royalty leviable by Central Government/State Government and local bodies as applicable	No	No	Not Allowed
30	SGCC Clause 26A. Deployment of Qualified Engineers at Work Sites by the Contractor: 26A.1 The Contractor shall also employ following Qualified Engineers during execution of the allotted work: (a)One qualified Graduate Engineer when cost of work to be executed is Rs.200 lakh and above, and (b)One qualified diploma Holder Engineer when cost of work to be executed is more than Rs.25 lakhs but less than Rs.200 lakh. Further, in case the contractor fails to employ the qualified Engineer, as aforesaid in above paras, he, in terms of provisions of Clause 26A.2 to the General Conditions of Contract, shall be liable to pay an amount of Rs.40,000/- and Rs.25,000/- for each month or part thereof for the default period for the provisions, as contained in above para (a) and (b) respectively. Provision for deployment of Qualified Engineers (Graduate Engineer or Diploma Holder Engineer) shall be for the values as prescribed above. (Railway Board's letter no. 2012/CE-I/CT/O/20, New Delhi, Dated 10.05.2013)	No	No	Not Allowed
31	SGCC Clause 27.(1)Workmanship and Testing: The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor.	No	No	Not Allowed

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32	27.(2)Removal of Improper Work and Materials: The Engineer or the Engineer's Representative shall be entitled to order from time to time: (a) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings. (b) The substitution of proper and suitable materials, and (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefor, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 62 of these conditions. (d) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part - II, Section -3, Sub- section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.	No	No	Not Allowed
33	SGCC clause 26. Provision of Efficient and Competent Staff at Work Sites by the Contractor: 26.1 The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades. 26.2 The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him. 26.3 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.	No	No	Not Allowed
34	CEs circular No.16, CE's circular No.31 & Revised CE's circular No.31 and 16 and JPO for undertaking of earth work in the vicinity of cables and other relevant CE's circulars with upto date correction slips will be part and parcel of the agreement. whichever executed	No	No	Not Allowed
35	No garbage, dry leaves, paper grass bushes or any other items shall be burnt. They shall Only be disposed at nominated disposal point by prescribed methods duly observing the Municipal solid wastes(Management and Handling) Rules,2000 indicates under Schedule II- Management of Municipal Solid Wastes: Para I.I vii that Waste(garbage, dry leaves) shall not be burnt. Any violation of the provisions of the MSW rules,2000, attracts the penal provisions of Environment(protection) ACT,1986.CPCB and SPCBs have also issued various guidelines/orders against the practice of such open burning. If the contractor or anybody deployed by him for this work is found guilty of irregular open burning of plastic, rubber, waste and similar substances a fine of Rs.5000/- on each occasion shall be imposed in addition to the other rights and remedies available in the contract. Decision of Engineer in-charge shall be final and binding in this regard.	No	No	Not Allowed

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36	Execution of works in the vicinity of track:- i) The work is required to be executed on / under / near the running railway lines in electrified territory. The contractor is expected to ensure due precaution and safety arrangements for safety and protection of railway traffic and assets, labours and equipments working at site. ii) Necessary speed restrictions / caution orders, traffic blocks, indicator boards and man-power for protection of worksite as per provisions of IRPWN, LWR Manual and other relevant codes / manuals etc. shall be arranged by the railways. iii) No work on / near the track shall be commenced until and unless the authorized P. Way Inspector has imposed necessary caution order / speed restriction and / or has availed requisite traffic block. The work shall be taken up in presence of competent Railway supervisor authorized by the Engineer In Charge. Only after ensuring adequate protection of worksite. iv) The contractor shall be responsible for safety of his man-power, equipments etc. at his own cost. He shall deploy his lookout man with P.A. System to warn the labourers and machinery. v) For working of machinery near track necessary precautions and safety arrangements specified is the CE Circular No. 16, 31 & Revised CEs circular No.31 & 16 and IRPWM shall be followed strictly.	No	No	Not Allowed
37	TENDER FORM (Second Sheet) 1. Instructions to Tenderers and Conditions of Tender: The following documents form part of Tender / Contract: (a) Tender Forms - First Sheet and Second Sheet (b) Special Conditions/Specifications (enclosed) (c) Bill(s) of quantities (enclosed) (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Engineer, _____ Railway on payment of prescribed charges. (e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Engineer, _____ Railway on payment of prescribed charges. (f) 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
38	2. Drawings for the Work: The Drawing for the work can be seen in the office of the _____ and / or Chief Engineer, _____ Railway at any time 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. 3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of South Eastern Central Railway as applicable to Nagpur 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 a 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. 4. 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

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39	<p>SGCC clause 6. Bid Security: (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected. (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have 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 Nagpur Division, 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. (c) If his tender is accepted, (i) the Bid Security mentioned in sub para(a) 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 sub para(a) 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. (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.</p>	No	No	Not Allowed
40	<p>SGCC clause 7. 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. 8. 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. 9. 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.</p>	No	No	Not Allowed

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41	SGCC clause 10.3 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI. 10.4 No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh. 10.5 Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published. [Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 -	No	No	Not Allowed
42	Eligibility Criteria: 1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender. 2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials. 3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials 4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work. In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work. 5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials. 6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.	No	No	Not Allowed

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43	<p>7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous artnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3*0.2*value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc. 8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.</p>	No	No	Not Allowed
44	<p>9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc. 10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners. 11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor. 12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value. 13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB. 14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm. 15. In case company A is merged with company B, then company B would get the credentials of company A also.]</p>	No	No	Not Allowed

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45	SGCC clause 11. 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 _____ Railway shall submit along with his / their tender: (i) 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. (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past. (iii) 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. (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary Firm, Annexure-V(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document. (v) 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. (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years. (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.	No	No	Not Allowed
46	SGCC clause 12 Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.	No	No	Not Allowed
47	SGCC clause 13 Execution of Contract Documents:- The successful tenderer(s) shall be required to execute an agreement with the President of India acting through the South East Central Railway for carrying out the work according to Standard General Condition of Contract-April'2022 , Specifications annexed to the tender and specifications for work and materials and laid down in Standard General Condition of Contract- April'2022 and Indian Railway Unified Standard Specifications (Works and Materials) Volume I & II of 2010 of Engineering department as amended /corrected up to date.	No	No	Not Allowed

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48	<p>SGCC clause 14. Documents to be Submitted Along with Tender</p> <p>(i) 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. (ii) Following documents shall be submitted by the tenderer: (a) Sole Proprietorship Firm: (i) All documents in terms of Para 10 of the Tender Form (Second Sheet) above. (b) HUF: (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. (ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above. (c) Partnership Firm: (i) All documents as mentioned in para 18 of the Tender Form (Second Sheet). (d) Joint Venture (JV): All documents as mentioned in para 17 of the Tender Form (Second Sheet). (e) Company registered under Companies Act 2013: (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company (ii) A copy of Certificate of Incorporation (iii) A copy of Authorization /Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company. (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above. (f) LLP (Limited Liability Partnership): (i) A copy of LLP Agreement (ii) A copy of Certificate of Incorporation (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP. (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.</p>	No	No	Not Allowed
49	<p>(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet). (g) Registered Society & Registered Trust: (i) A copy of Certificate of Registration (ii) A copy of Memorandum of Association of Society/Trust Deed (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust. (iv) A copy of Rules & Regulations of the Society (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above. (iii) 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. (iv) 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. (v) A tender from JV shall be considered only where permissible as per the tender conditions. (vi) 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.</p>	No	No	Not Allowed

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50	SGCC clause 15. 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 Appostille certificate.	No	No	Not Allowed
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51	SGCC clause 16. Employment/Partnership etc. of Retired Railway Employees: (a) Should a tenderer i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/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. 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
52	Tender against PEMD / SEMD will not be accepted.	No	No	Not Allowed

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53	<p>SGCC clause 6. Care in Submission of Tenders: (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer. (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as Amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates. (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority. (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority. (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf. (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor. 6.1 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary Firm, Annexure-V(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.</p>	No	No	Not Allowed
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54	<p>SGCC clause 7 CONSIDERATION OF TENDERS: Right of Railway to Deal with Tenders: The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer. 7A. Two Packets System of Tendering: With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same. 7B. Pre Bid Conference: Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders. 7C. Make in India Policy: Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders. 7D. Permission to Bid for a bidder from a country which shares Land boundary with India: Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred. 7E. Clarification of Bids: To assist in the examination, evaluation & comparison and prequalification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing. However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.</p>	No	No	Not Allowed
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55	<p>SGCC clause 19 (1) EXECUTION OF WORKS Contractor's understanding: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract. 19.(2) Commencement of Works: The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay 19.(3) Accepted Programme of Work: The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme. In Contracts for works of New Line/Gauge Conversion/Doubling/ Railway Electrification, finalized through Tenders having advertised value more than Rs.50crores, the Contractor shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-a-vis program and forecast cash flow adopting Project Management Software such as Primavera/Sure Track/MS Project etc. The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:</p>	No	No	Not Allowed
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56	<p>The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage, Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, each of these stages for work by each subcontractor, if any, the sequence and timing of inspections and tests specified in the Contract, and a supporting report which includes: a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel & Equipment, required on the Site for each major stage. Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Engineer shall be entitled to rely upon the programme when planning their activities. If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer within 15 days in accordance with this Sub-Clause. 19.(4) Setting out of Works: The Contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative for checking of all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.</p>	No	No	Not Allowed
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57	<p>Railway board's letter No. 2018/CE-I/CT/9 Dated 04.06.2018 LETTER OF CREDIT (LC):(i)For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement. (ii)This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option. (iii)The option so exercised, shall be an integral part of the bidder's offer. (iv)The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract. (v)In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC. (a)The LC shall be a sight LC. (b)The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor. (c)SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the insurance / reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.023% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor sand shall be recovered from his bills. (d)The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.</p>	No	No	Not Allowed
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58	<p>(e)The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/bone by Railways on this account shall be considered as reasonable compensation and paid by contractor. (f)The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank. (g)The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation. (h)The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways. (i)On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch). (j)The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorisation. Bill of Exchange and Bill. (k)The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch). (l)The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch). (m)The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account. (n)Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened. (o)The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor. (p)The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.</p>	No	No	Not Allowed
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59	<p>As per Railway Board's letter No.2007/CE-I/CT/18/pt.13 dated.04.10.2010 : The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority should be obtained. A contract shall be considered "vitiating" only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded. Value of contract: Percentage difference between present contractor and new L-1 as a result of variation. (Percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor.) (1)Small value contracts (Tender Value less than Rs.50 lakh): 10 Percent (2) Other than small value contracts (Tender Value equal to or more than Rs.50 lakh) :5 Percent. When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken. The Railway administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay-out of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted. The above shall be regulated as under. (a) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender. (b) These instructions will be similarly applicable to earning contracts with H-1, H-2 substituted for L-1, L-2 and so on. (c) Executives while executing the work shall make all efforts to ensure that no vitiation takes place in normal circumstances. Vitiating should be an exception rather than a routine affair. Efforts should be made to invite bids on the basis of percentage above/below/at par. (d) Vitiating should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes / additions by way of new items will not be counted for computing Vitiating.</p>	No	No	Not Allowed
60	<p>SGCC clause 23. Working during Night: The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.</p>	No	No	Not Allowed

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61	<p>SGCC clause 55-A. Provisions of Contract Labour (Regulation and Abolition) Act, 1970: 55-A. (1) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules. 55-A.(2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act. 55-A.(3) The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him. 55-A.(4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable. 55-A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his subcontractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.</p>	No	No	Not Allowed
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62	<p>55-B.Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules. 55-C (i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of the Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/ updation in Portal shall be done as under: (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request. (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour. (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request. (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis. (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period. (ii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security Deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____Month, ____Year."</p>	No	No	Not Allowed
63	<p>SGCC clause 55-D. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996": The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and Rules made thereto by the concerned State Govt., and submit Certificate of Registration issued by Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.</p>	No	No	Not Allowed
64	<p>SGCC clause 56. Reporting of Accidents: The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.</p>	No	No	Not Allowed

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65	SGCC clause 57. Provision of Workmen's Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim. 57-A. Provision of Mines Act: The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made there under in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.	No	No	Not Allowed
66	SGCC clause 58. Railway not to Provide Quarters for Contractors: No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.	No	No	Not Allowed
67	SGCC clause 59.(1) Labour Camps: The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and for temporary creche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost. 59.(2) Compliance to Rules for Employment of Labour: The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works. 59.(3) Preservation of Peace: The Contractor shall take requisite precautions and use his best endeavours to (i) Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and (ii) Security of property in the neighborhood of the works. In the event of the Railway requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Railway shall be recoverable from the Contractor. 59.(4) Sanitary Arrangements: The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the Railway. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost thereof recovered from the Contractor.	No	No	Not Allowed

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68	<p>59.(5) Outbreak of Infectious Disease: The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the Railway Medical Authority. Should cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Railway and the cost thereof recovered from the Contractor.</p> <p>59.(6) Treatment of Contractor's Staff in Railway Hospitals: The Contractor and his staff, other than labourers and their families requiring medical aid from the railway hospital and dispensaries will be treated as private patients and charged accordingly. The Contractors' labourers and their Families will be granted free treatment in railway hospitals and dispensaries where no other hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation.</p> <p>59. (7) Medical Facilities at Site: The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Railway Medical Authority in relation to the strength of the Contractor's resident staff and workmen.</p> <p>59. (8) Use of Intoxicants: The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.</p> <p>59.(9) Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.</p>	No	No	Not Allowed
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69	SGCC clause 60.(1) Non-Employment of Labourers below the age of 15: The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work. 60.(2) Medical Certificate of Fitness for Labour: It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination. 60.(3) Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so. 60.(4) Medical Re-Examination of Labourer: Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate. EXPLANATIONS: (1) Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933. (2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.	No	No	Not Allowed
70	All the bidders/ tenderers should ensure that they are GST compliant and their quoted tax structure / rates are as per GST law.	No	No	Not Allowed
71	In case of more than one L-1 bidders, tender may be awarded to tenderer having higher Bid Capacity. In case Bid Capacity is also the same, tenderer having done more value of similar work in last three previous financial years and the current financial year upto the date of opening of the tender, may be selected for the award.	No	No	Not Allowed
72	LIST OF WORK COMPLETED :During last 07 (seven) years, ending last day of month previous to the one in which tender is invited 1.Sr. No.,2.Description of work, 3,Agreement no. and date.,4.Original Agree mental Value,5.Date of award,6.Date of Work Actucal Completed,7.Final contract value Received upto, 8Reason for delay in completion of work.	No	No	Not Allowed
73	LIST OF ONGOING WORKS 1.Sr. No.,2.Description of work, 3,Agreement no. and date.,4. Original Agree mental Value,5.Date of award.	No	No	Not Allowed

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74	For Ballast tender: The tenderer is required to submit test report of ballast as per provisions of "Specification of Track Ballast, IRS-GE-I, JUNE 2004, along with the tender which should not be old more than 180 days from the date of opening of tender, failing which the offer shall be summarily rejected. This is applicable only for ballast (depot supply or cess supply).	No	No	Not Allowed
75	The following document should be / may be submitted along with Tender Form :- (a)List of personnel, organization available on hand and proposed to be engaged for the subject work. (b)List of plant & machinery available on hand (own) and proposed to be inducted (own) and hire to be given separately for the subject work. (c)List of work completed in the last three financial years given description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion and final value of contract should also be given. (d)List of work on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award. e)An audited balance sheet duly certified by Chartered Accountant for last three financial years other relevant documents to be given in support of financial turn over. Tender committee shall still examine the over all financial soundness of the tenderers based upon the volume of work handled, turnover, balance sheet etc. Note:- (1) In case of item (c) and (d) above supportive documents/certificate from the organizations with whom they worked / are working should be enclosed. (2) Certificate from private individuals, private organizations / private limited company / public limited company (Private sector) shall not be accepted.	No	No	Not Allowed
76	Contractors employees should be mandatorily provided with necessary safety gear such as luminous jackets crash helmets industrial boots safety belts safety jackets etc. and he has also to mandatorily provided hooters / megaphones at his own cost at all work site.	No	No	Not Allowed
77	Opening of e-tender: The e-tender will be opened online on the IREPS portal anytime after the tender closing date and time. Railways reserve the right to open the tender any time after the time of closing of tender.	No	No	Not Allowed
78	The submitted e-tender 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 under laid down documents as well as Schedule of Tender, General and Special Conditions.	No	No	Not Allowed
79	Tenderers are required to upload their GST registration certificate	No	No	Not Allowed
80	Tenderers are required to upload ESI & EPF registration certificate	No	No	Not Allowed
81	Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security / EMD. The tenderer is required to submit / upload the DIPP certificate compulsorily along with his / their e-tender offer.	No	No	Not Allowed
82	The tender/contract will be governed by standard General Condition of Contract April' 2022 duly updated with correction slips up to date of opening of tender.	No	No	Not Allowed
83	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

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84	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/CEI/ 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
85	While executing the work along the Railway track/any other location in the vicinity o f 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 No. 2024/CE-I/CAO(C)Workshop/part-2 dated 03.06.2024)	No	No	Not Allowed
85.1	Cable damaged - Penalty per location.	No	No	Not Allowed
85.1.1	Only Quad cable or Signaling Cable - Rs.1.0 Lakh.	No	No	Not Allowed
85.1.2	Only OFC - Rs.1.25 Lakh.	No	No	Not Allowed
85.1.3	Both OFC & Quad - Rs.1.5 Lakh.	No	No	Not Allowed
85.1.4	Electrical Cable - Rs.1.0 Lakh.	No	No	Not Allowed
86	Joint Procedure Order No.SECR/S&T/Policy/889, dated 05.07.2012 for undertaking earh work in the vicinity of cables issued by CSE/SECR/BSP vide letter No.SECR/S&T/Policy/959, dated 16.07.2012 , Railway Boards letter No. 2024/CE-I/CAO(C)Workshop/part-2 dated 03.06.2024, C.E s cirlular No.16 for safety precautions a t work-site i n proximity o f running lines issued by C.E./SECR/BSP vide letter No.ENG/TC-2/C.E. Circular /442, dated 16.06.2006 and C.E s cirlular No.31 for quality control at work sites and maintenance o f registers issued by C.E./SECR/BSP vide letter No.Engg/Plg./76/CE s Circular/34 dated 18.08.2011 will be applicable and binding to the contractor. The details of the instruction of above letters can be seen in the office of Sr.DEN(Co-ord)/SECR/NGP.	No	No	Not Allowed

Special Conditions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
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1	<p>Special Conditions of Contract 1.0) Entire work of Supply and delivery in stacks of ballast is to be completed within 24 (Twenty Four) months including intervening monsoon periods from the date of issue of acceptance letter, as per the following time schedule:- SI No Month Targeted Progress (1.) 1st - 4000 cum, (2.) 2nd - 11000cum, (3.) 3rd - 11000cum, 4.) 4th - 11000cum, (5.) 5th - 11000cum, (6.) 6th - 11000cum, (7.) 7th - 11000cum, (8.) 8th - 11000cum, (9.) 9th - 11000cum, (10.) 10th - 11000cum, (11.) 11th - 11000cum, (12.) 12th - 11000cum, (13.) 13th - 11000cum,(14.) 14th - 11000cum, (15.) 15th - 11000cum, (16.) 16th - 11000cum, (17.) 17th - 11000cum, (18.) 18th - 11000cum, (19.) 19th - 11000cum, (20.) 20th - 11000cum, (21.) 21st - 11000cum, (22.) 22nd - 11000cum, (23.) 23rd - 11000cum, (24.) 24th - 4000 cum Total : 2,50,000 Cum 1.1) If the contractor fails to adhere to the above time schedule of supply of ballast, penalty equivalent to 10% 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 Railway's. If the contractor makes good the short fall in any subsequent month(s) i.e. during any time within the original date of completion, penalty so recovered will be refunded back to the contractor to the extent short fall is made good, without any interest charges there on and balance penalty amount will be forfeited by Railway's. If any month the quantity of supply is more than the stipulated, then in the next month contractor may supply that much quantity less, without attracting provision of penalty for lesser supply in that month. 1.3)Normally, extension of time will not be granted after expiry of original contract period, save, under exceptional circumstances, at the discretion of Railway. In such cases, even if extension is granted without penalty, beyond original date of completion, penalty recovered earlier for short fall in supply of ballast as per specified time schedule will not be refunded back.</p>	No	No	Not Allowed
1.1	<p>1.4)Notwithstanding above provisions of Clause No.1.1 and 1.2 above, Railway reserves the right to terminate the contract, if the Contractor fails to commence the work or fails to adhere to the Schedule of Supply of Ballast mentioned above, even before the stipulated date of completion of the contract. This action may be taken by the Railway when the Contractor fails to achieve minimum 80% of quarter wise targeted progress. 1.5) To facilitate measurement of ballast in stacks the contractor is required to supply all necessary equipment's, 02 Nos 100 Mtr steel tape, Auto level with 4 Nos levelling staff, Total stations etc. as per the make and specification decided by Engineer-In-Charge which shall be retained by Railways at the end of contract. 1.6) The contractor is required to provide water sprinkling arrangement through truck mounted water sprinklers or any other method as decided by Engineer - In - Charge to arrest dust in ballast depot at his own cost. The frequency of water sprinkling would be decided by Engineer - In - Charge.</p>	No	No	Not Allowed

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1.2	2.0)The ballast supply at all times will confirm to all the provisions of Specifications for Track Ballast - IS/RDSO-GE/0001: 2023 with up-to-date correction slips except for Abrasion Value. The ballast to be supplied in this work must have Abrasion Value less than 15%. 3.0)'On Account' payments from time to time will be made as per the progress achieved by the contractor. 'On Account' payment after making progress of minimum 8,000 cum or more supply and delivery of ballast in stacks will normally be made, except in exceptional circumstances (i.e.,3.1) at the discretion of Sr. DEN / DEN. 3.1) In case Railway decides to load ballast into wagons when measured quantity is less than 8,000 cum due to urgency or because of any kind of problem, Railway may make payment for each measured stacks irrespective of quantity supplied and in such cases payment will be made for each completed stack and minimum limit of 8000 cum will not apply. 4.0)Supply of ballast shall be done on level ground to the extent possible. Contractor shall make all endeavors to level the ground as far as possible up to the satisfaction of site-in-charge. The stacking area should be certified by site in-charge before taking supply of ballast in each occasion. 5.0) Minimum quantity in each stack should normally be 600 cum. Stack of quantity less than 600 cum will not be measured without the prior written approval of Sr.DEN/DEN in exceptional cases. 5.1) Stacks measured should be demarcated by white lime and numbered by the Contractor. All edges should be distinctly marked by lime and shall not be disturbed unless the loading permission for the same is received. 5.2)The rejected stacks of ballast shall be removed from Railway land by the contractor at his own cost within 07 (SEVEN) days 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 recover expenditure incurred with 12½% supervision charges from contractors account.	No	No	Not Allowed
1.3	6.0)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 light duty four wheeler vehicle in good road worthy condition along with driver, fuel etc. in good condition for inspection of ballast quarry, work site etc. for 500 days or 20,000 Km. whichever is later on telephonic/verbal request by the site-in-charge/Assistant Divisional Engineer/Engineer-in-charge whenever required. In case the contractor fails to do so, penalty equivalent Rs.2,000/- per day 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 will be maintained. On any given day when vehicle is used, the minimum number of Kms will be taken as 50 on actual Km run which ever is more. 7.0)The contractor should make all efforts to utilise the stacking ground to the maximum extent possible. Normally average height of ballast stacks should be between 1.80 and 2.00 meters. Stacks for which the average height is less than 1.80 meters will not be measured and paid for except in exceptional circumstances after written approval of Sr.DEN/DEN. 8.0)The contractor shall arrange to provide all necessary stationary, record register etc. required for the work as and when asked for. It shall be considered as incidental to work and no extra payment will be made for the same. 9.0)Supply of ballast in one depot and loading of ballast in another depot can be done simultaneously as per written instruction of the Sr.DEN/DEN	No	No	Not Allowed
1.4	10.0) Variation in contract quantities :- As per GCC : VARIATIONS IN EXTENT OF CONTRACT.	No	No	Not Allowed
1.5	11.0) The contractors will have to supply ballast only on nominated Plot by Engineer-In-Charge at the Dongargarh Ballast depot at the same rate, terms, and conditions of the agreement. 12.0) Permission for supply on plots will be given by Engineer-in-charge.	No	No	Not Allowed

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1.6	The Security Deposit will be released only after submission of royalty clearance certificate (RCC) issued from government authority. It will be the responsibility of the contractor to collect the royalty clearance certificate and submit the same to Railways. However, letter from Railway's can given to concerned government authority for issuing RCC as per request of contractor.	No	No	Not Allowed
2	<p>SPECIAL CONDITIONS OF CONTRACT FOR LOADING OF BALLAST</p> <p>1.0 Contractor has to load up to 24 numbers of any open type of wagons within 5 (Five) hours after the placement of wagons in the ballast siding, irrespective of any lead for loading ballast into wagons in the ballast siding. If the number of wagons placed for loading are more than 24, the time allowed will be proportionately increased. 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 placement time. 2.0 If the contractor fails to load the rake of upto 24 wagons within 5 (Five) hours as mentioned in condition 1.0 above, a penalty of Rs.1,000/- per hour or part thereof will be deducted from his bills. 2.1 If the wagons are placed in different sidings or different depots simultaneously for loading, an extra time of 30 minutes will be allowed, for opening the gates of ballast depots and for shifting of the loading machines from one depot to the other. This time will be in addition to the time allowed as per special condition No. 1.0 above. 3.0 Railway reserves the right to place less than 24 wagons for loading, in such cases also, the allowed loading time will be proportionately reduced subject to a minimum of 2 (Two) hours. 4.0 No fresh measurement will be taken for loading of ballast into wagons. Quantity of ballast supplied in stacks by the supplying contractor or any other agencies at the depots and measured jointly by the contractor/contractors and Railway's representative will only be considered for payment of loading of ballast. Thus, the payment of loading will be based on already recorded stack measurements and not on wagon measurements. Payment will be made only for such of the stacks, which have been loaded completely. No payment will be made for the stacks loaded partially, save in exceptional cases as per discretion of the Engineer-in-charge, partial quantity of a stack may be paid only after measurement of the balance stack by the Engineering officials and certified by the Engineer-in-charge on the written order of the Divisional/Senior Divisional Engineer. 5.0 After completion of loading any unevenness on the ground developed due to movement of loading machines has to be made up and properly dressed & leveled by the contractor without any extra payment for the same. 6.0 The contractor has to load each wagon to its full capacity duly levelling 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 deduction of Rs.200/- per wagon will be made from contractor's bill as penalty. 7.0 The contractor shall be responsible to find out the position of readiness of ballast stacks and also that of placement of wagons from Railway's representative at site and be in readiness to load the wagons at short notice. Due to any unforeseen reason/operational difficulties placement of wagons may not be regular and may not be at uniform intervals. 8.0 The Railway administration does not bind itself for regular placement of wagons and no claim from the contractor will be accepted on account of idling of loading machine, labour etc. for any reason whatsoever.</p>	No	No	Not Allowed

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2.1	(9.0)Before commencement of loading, the contractor has to render assistance in closing of the doors of the wagons as per directives of Engineer-in-charge. (10.0)The contractor has to make the following arrangements for facilitating proper inspection of the work of loading, free of cost. (10.1)Suitable ladders for climbing on the stacks and wagons. (10.2)Lighting arrangements for night working if required (including supply of 4 (Four) nos. of Commander Type Battery Flash lights and 4 (Four) Nos. of waterproof umbrellas which will be retained by the Railways after completion of work. (11.0)The ballast falling on the tracks of the loading siding or by the side of it, in the process of loading, has to be cleared by the contractor without any extra charges. Such ballast should be lifted and put back in the stacks from where loading is in progress and then the same should be loaded into wagons. The contractor should render all possible assistance to keep the tracks of the ballast sidings clear of all obstructions/infringements due to ballast heaps etc. so that Railway's wagons do not have to wait for placement/drawing out. (12.0)The loading work has to be carried out throughout the year i.e. including during monsoon season. Loading has to be done round the clock after the placement of wagons. The contractor has to make his own arrangements for night working. No extra payment will be made for night working on this account. The above conditions are read, understood and accepted by me/us.	No	No	Not Allowed
3	Annexure - 'B' (As per Clause 2 of Special Condition of Contract) SPECIFICATION FOR MACHINE CRUSHED TRACK BALLAST At Dongargarh Ballast Depot (1.)SCOPE: These specifications will be applicable for stone ballast to be used for all types of sleepers on normal track, turnouts, tunnels and deck slabs etc. on BG route. 2.)DETAILED SPECIFICATIONS 2.1)General 2.1.1)Basic Quality: Ballast should be hard durable and as far as possible angular along edges/corners, free from weathered portions of parent rock, organic impurities and inorganic residues. 2.1.2)Particle Shape: Ballast should be cubical in shape as far as possible. Individual pieces should not be flaky and should have generally flat faces with not more than two rounded/subrounded faces. 2.2) Physical Properties 1.)Ballast sample should satisfy the following physical properties in accordance with IS:2386 Pt.IV-1963 when tested as per test procedure mentioned in Annexure B/1 and Annexure B/2. BG Aggregate Abrasion Value 15% Maximum, Aggregate Impact Value20% Maximum 2.2.2)The "Water Absorption" tested as per IS:2386 Pt.III-1963 should not be more than 1% when tested as per test procedure mentioned in Annexure B/3. 2.3)Size & Gradation 2.3.1)Ballast should satisfy the following size and gradation: (a)Retained on 65 mm. Sq. mesh sieve5% Maximum. (b)Retained on 40 mm. Sq. mesh sieve40% to 60%. (c)Retained on 20 mm. Sq. mesh sieve Not less than 98%. 2.3.2)Oversize Ballast: i)Retention on 65 mm square mesh sieve. A maximum of 5% ballast retained on 65 mm sieve shall be allowed and no deduction in payment shall be made for this. ii) In case, ballast retained on 40 mm square mesh sieve exceeds 60% limit prescribed in 2.3.1(b) above, payment at the following reduced rates shall be made for the full stack. 95% of payable rates if retention on 40 mm square mesh sieve is between 60% (excluding) and 65% (including). •90% of payable rates if retention on 40 mm square mesh sieve is between 65% (excluding) and 70% (including). iii)In case, retention on 40 mm square mesh sieve exceeds 70%, the stack shall be rejected. 2.3.3)Under Size Ballast: The ballast shall be treated as under size and shall be rejected if: i)Retention on 40 mm square mesh sieve is less than 40% and or ii)Retention on 20 mm square mesh sieve is less than 98%.	No	No	Not Allowed

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3.1	<p>2.3.4 Method of Sieve Analysis: i) The screen for sieving the ballast shall be of square mesh and shall not be less than 100 cm in length, 70 cm in breadth and 10 cm in height on sides. The following tolerances in the size of holes for 65, 40 and 20 mm sieve shall be permitted. 65 mm square mesh sieve+ 1.5 mm 40 mm square mesh sieve+ 1.5 mm 20 mm square mesh sieve+ 1.0 mm The squareness of the individual hole in the sieves viz. 65, 40 and 20 mm should be ensured. The sieves to be used for the sieve analysis and ballast measurements should be of approved quality. ii) While carrying out sieve analysis, the screen shall not be kept inclined, but held horizontally and shaken vigorously. The pieces of ballast retained on the screen can be turned with hand to see if they pass through, but should not be pushed through the sieve. iii) The percentage passing through or retained on the sieve shall be determined by weight. Contractor shall make his own arrangements to conduct such tests at --- depot as per direction of Engineer-in-charge, without any extra payment on this account. 3.0) Shrinkage Allowance Payment shall be made for the gross measurement in stacks without any deduction for shrinkage/voids. 4.0) SAMPLING AND TESTING 4.1) A minimum of 3 samples of ballast for sieve analysis shall be taken for measurement done on any particular date even if the numbers of stacks to be measured are less than three. 4.2) The test viz. determination of Abrasion Value, Impact Value and Water Absorption should be got done through Laboratories approved by CTE, S.E.C. Railway OR Railway's own Laboratories approved by the Chief Track Engineer of S.E.C. Railway as mentioned in the tender notice or in any other laboratory approved by CTE/S.E. Railway in future during the operation of this contract. 4.3) In order to ensure supply of uniform quality of ballast, the following norms shall be followed in respect of sampling, testing and acceptance. 4.3.1) On supply of the first 100 cum, the tests for size gradation, Abrasion Value, Impact Value and Water Absorption shall be carried out by Railway. Further supply shall be accepted, only after this ballast satisfies the specifications for these tests. Railway reserves the right to terminate the contract as per GCC at this stage itself in case the ballast supply fails to conform to any of the specifications mentioned above. 4.3.2) Subsequent tests shall be carried out as follows: (A) Size and Gradation Tests -No. of Tests -Size of one sample **0.027 cum for every 100 cum or part thereof. (B) Abrasion Value, Impact Value and Water Absorption Test @ Testing Frequency One test for every 2000 cum. ** This sample should be collected using a wooden box of internal dimensions 0.3mx0.3mx0.3m. These tests shall be done for the purpose of monitoring quality during supply.</p>	No	No	Not Allowed
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3.2	In case of the test results not being as per the prescribed specifications at any stage, further supplies shall be suspended till suitable corrective action is taken and supply ensured as per specifications. The above tests may be carried out more frequently, if warranted at the discretion of Railway. 4.3.3)All tests for Abrasion Value, Impact Value and Water Absorption conducted subsequent to the award of contract shall be done at Railway's cost. 5.0)Standard specification circulated by RDSO specify maximum size of the ballast stack, bifurcation of depot and detailed methodology of collection of samples for sieve analysis. Following guidelines are issued which should be followed. 5.1)Maximum size of ballast stack:- The maximum size of ballast stack should be restricted to 2,500 cum with maximum height of the stack at 2.0m. 5.2)Simultaneous supply and loading of ballast:- Simultaneous supply and loading of ballast should only be permitted in major depot s where the depot is divided into sub-depots by providing proper barricades. The barricades should be by tie bar fencing of 2.1m 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. 5.3)Cross check for ballast measurement:- It has been decided that measurement of a ballast stack as entered in M.B. should be cross check by no. of hoppers loaded from the stack. For this purpose, it will be mandatory to ensure that ballast are loaded up to mark provided in the hoppers. Such cross checks should also be entered in M.B. and any difference beyond 2% should be reported to HQ office. 5.4)Sample from a stack for sieve analysis:- For ballast stack of volume more than 100 cum, ballast samples should be picked up t random from various parts of the stack at the rate of 0.027 cum and average value of the results of sieve analysis should be considered to be representative size of ballast.	No	No	Not Allowed
4	Annexure - 'B/1' (As per Clause 2.2.1 of Annexure 'B' of Specification for Machine Crushed Track Ballast at Dongargarh Ballast Depot) Aggregate Abrasion Value (Based on IS:2386 Part IV-1963) 1.Apparatus 1.1The abrasion test for track ballast shall be carried out using Los-Angles machine. 1.2The abrasive charge shall consist of 12 Aps. Cost iron or steel spheres approximate 48 mm dia and each weighing between 390 and 445 gm ensuring total weight of charge as 5,000 + 25 gm. 1.3IS sieves of sizes 50mm, 40mm, 25mm and 1.70 mm. 1.4Drying over. 2.Test sample. 2.1The test sample of 10,000 Gm shall consist of lean ballast conforming to the following grading. Passing 50 mm and retained on 5,000 Gm* 40 mm square mesh sieve. Passing 40 mm and retained on5,000 Gm* 25 mm square mesh sieve. *Tolerance of + 2% permitted. 2.2The sample be dried in oven at 100-110°C to a constant weight and weighed (weight 'A'). 3.Test Procedure The test sample and the abrasive charge shall be placed in the Los-Angles abrasion testing machine and the machine rotated at a speed of 20-33 revolutions minute for 100°C revolutions. At the completion of test, the material shall be discharged and sieved through 1.70 mm IS sieve. 4.Analysis and reporting of the result. 4.1The material coarser than 1.70 mm IS sieve shall be washed dried in oven at 100-110°C to a constant weight and weighted (Weight B). 4.2The proportion of less between weight 'A'/Weight 'B' of the test sample shall be expressed as a percentage of the original weight of the test sample. This value shall be reported as: Aggregate Abrasion Value = (A - B)/A x 100.	No	No	Not Allowed

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5	<p>Annexure - 'B/2': (As per Clause 2.2.1 of Annexure 'B' of Specification for Machine Crushed Track Ballast at Dongargarh Ballast Depot.) Aggregate Impact Value (Based on IS: 2386 Part IV-1963) 1.)Apparatus : The apparatus shall consist of the following: (a)Impact testing machine conforming to IS:2386 PartIV 1963. (b)IS Sieve of sizes 12.5 mm, 10 mm and 2.36 mm. (c)A cylindrical metal measure of 75 mm dia and 50 mm depth. (d)A tamping rod 10 mm circular cross section and 23 mm length, rounded at one end. (e)Drying oven. 2.)Test sample. 2.1)The test sample shall be prepared out of track ballast so as to conform to following grading: Passing 12.5 mm IS Sieve 100% Retention 10 mm IS Sieve100% 2.2)The sample shall be oven dried for 4 hours at a temperature of 100-110°C and cooled. 2.3)The measure shall be filled about one-third full with the prepared aggregate and tamped with 25 strokes of the tamping rod. A further similar quantity of aggregate shall be added and a further tamping of 25 strokes given. The measure shall finally be filled to overflowing, tamped 25 times and the surplus aggregate struck off, using and tamping rod as a straight edge. The net weight of the aggregate in the measure shall be determined to the nearest gm (Weight 'A'). 3.)Test Procedure 3.1)The cup of impact testing machine shall be fixed firmly in the position on the base of the machine and the whole of the test sample placed in it and compacted by 25 strokes of the tamping rod. 3.2)The hammer shall be raised 380 mm by the upper surface of the aggregate in the cup and allowed to fall freely on to the aggregate. The test sample shall be subjected to a total of 15 such blows, each being delivered at an interval of not less than one second. 4.)Analysis and reporting of the result. 4.1)The sample shall be recovered one sieved through 2.36 mm IS sieve. The fraction passing through shall be weighted (Weight 'B'). The fraction retained on the sieve shall also be weighed (Weight 'C') and if the total weight (B+C) is less than the initial weight (Weight 'A') by more than one gm, the result shall be discarded and 2 fresh tests made. 4.2)The ratio of the weight of the fines formed to the total sample weight shall be expressed as a percentage. Aggregate Impact = $B/A \times 100$ 4.3)Two such tests shall be carried out and the mean of the results shall be reported to the nearest whole number as the Aggregate Impact Value of the tested material.</p>	No	No	Not Allowed
6	<p>Annexure - 'B/3 : (As per Clause 2.2.2 of Annexure 'B' of Specification for Machine Crushed Track Ballast at Dongargarh Ballast Depot.) Water Absorption (Based on IS: 2386 Part III-1963) 1.)Apparatus The apparatus shall consist of the following: (a)Wire basket perforated electroplated or plastic coated, with wire hangers for suspending it from the balance.. (b)Water tight container for suspending the basket. (c)Dry soft Absorbent cloth 75 x 45 cm size 2 Nos. (d)Shallow Tray of minimum 650 square cm area.. (e)Air tight container of capacity similar to basket.. (f) Drying Oven. 2.)Test sample. A sample of not less than 2000 Gm shall be used. 3.)Test Procedure 3.1)The sample shall be thoroughly washed to remove finer particle and dust, drained and then placed in the wire basket and immersed in distilled water at a temperature between 22-32°C. 3.2)After immersion the entrapped air shall be removed by lifting the basket and allowing it to drop 25 times in 25 second. The basket and sample shall remain immersed for a period of 24 + ½ hours afterwards. 3.3)The basket and aggregate shall then be removed from the water, allowed to drain for few minutes, after which the aggregate shall be gently emptied from the basket on to one of dry clothe and gently surface dried with the cloth, transferring it to second dry cloth when the first will remove no further moisture. The stone aggregate shall be spread on the second cloth and exposed to atmosphere (away from direct sunlight) until it appears to be completely surface dry. The aggregate then shall be weighed (Weight 'A'). 3.4)The aggregate shall then be placed in an oven at a temperature of 100- 110°C for 24 hours. It shall be removed from oven, cooled and weighed (Weight 'B'). 4.)Analysis and reporting of the result. Water Absorption = $(A - B) / B \times 100$ 4.1)Two such tests shall be made and individual and a result shall be reported.</p>	No	No	Not Allowed

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7	S.E.C.RAILWAY Tenderer's/Contractor's Undertaking (To be submitted by the Tender/s alongwith the tender) Annexure "A1" UNDERTAKING I have got the representative sample of ballast tested for impact value. Abrasion Value and Water absorption from ----- (Quarries Name) and the test report of testing is enclosed with the Tender document. I hear by give an undertaking that ballast supply at all times shall conform to specifications for track ballast as specified by Railway. I/We undertake hereby that the ballast supplied by me/us, will conform to the Railway's above Specifications of track ballast of at all times during the contract period.	No	No	Not Allowed
8	Contractors employees should be mandatorily provided with necessary safety gear such as luminous jackets crash helmets industrial boots safety belts safety jackets etc. and he has also to mandatorily provided hooters /megaphones at his own cost at all work site.	No	No	Not Allowed
9	CERTIFICATION OF FAMILARISATION I/We hereby solemnly declare that I/We have visited the site of above work and have familiarized myself/ourselves of the working condition there in all respects and in particular the following:- Topography of the Area Existing Road Network (Highways or Other Type) and Availability of Service Roads Soil Conditions at Site of the work Sources and Availability of Construction Materials Rates for Construction Materials Availability of Construction Materials Availability of Local Labour Skilled/Unskilled and the Prevailing Labour Rates Availability of Water &Electricity Availability of Space for Putting UP labour Campss, Offices, Store Godowns. Engineering Yard Etc. Approaches available to tackle the work from both ends and will mark necessary arrangements at his/their own cost so as to complete the work as per the target Pattern of train movement, availability of traffic blocks and speed restrictions in the section	No	No	Not Allowed
10	ADDITIONAL SPECIAL CONDITIONS 1.Precedence Order - In case of any conflict / contradiction between provisions of (1) Schedule of quantities and rates (2) Special conditions of contract (3) Instructions to tenderers & (4)General conditions of contract, the precedence will be in the same order i.e. provisions mentioned in schedule of quantities and rates will prevail over the remaining three. Provisions mentioned in special conditions of contract will prevail over instructions to tenderers and GCC. Instructions to tenderers will prevail over GCC.	No	No	Not Allowed
11	In reference to the Railway Board Letter No. 99/CE-I/CT/28(PT) Dated 17/05/2004 Contract can be terminated by issuing notice by Contract Signing Authority on the part of failure of contractor not sought/not willing to seek the extension even after the expiry of the date of completion, and the contract will be ceased to exist with effect from the date of expiry, original or extended as the case may be with forfeiture of PG, Available SD and other Liquidated Damages (LD).	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

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 (Optional)

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1.2	Along with EFT mandate the tenderer has to upload the self attested copy of the PAN card. (Click here to download Format)	Yes	No	Allowed (Optional)
1.3	The tenderer has to submit copy of Authority for him being authorized signatory.(Self declaration in case of Proprietor ship firm, and in case of partnership firm para No. 51 of General Instruction to Tenderer for e-tender may be referred).	Yes	No	Allowed (Mandatory)
1.4	Deed of Partnership/Special Power of Attorney if any for the work.	Yes	No	Allowed (Optional)
1.5	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. (Click here to download Format)	Yes	No	Allowed (Optional)
1.6	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 (Click here to download Format)	Yes	No	Allowed (Optional)
1.7	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. (Click here to download Format)	Yes	No	Allowed (Optional)
1.8	Joint venture/MOU/Consortium is accepted.	Yes	No	Allowed (Optional)
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 in prescribed formats only 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.	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 (Optional)
1.11	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
2	The bidders have to make payment towards Bid Security against instant tender 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- VIA and shall be valid for a period of 90days beyond the bid validity period. (Click here to download Format)	Yes	No	Allowed (Optional)
3	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
4	Railway board L. No. 2022/CE-I/CT/GCC-2022/Policy dated.13.12.2022 (Advance correction slip No.2) Annexure-V(A). Reference para 6.1 of ITT. (This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/joint venture (JV) /Hindu Undivided family (HUF)/ Limited liability Partnership (LLP) etc.). (Click here to download Format)	Yes	No	Allowed (Mandatory)
5	Implementation of Contractor's Measurement Book ('e' MB). Details & Format enclosed in PDF (Click here to download Format)	Yes	No	Allowed (Optional)
6	Blacklisting-Annexure-M (Click here to download Format)	Yes	No	Allowed (Mandatory)

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7	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. Annexure-J-for Certificate of Rtd. Employee. (Click here to download Format)	Yes	No	Allowed (Mandatory)
8	The tenderers shall submit Average Annual Contractual turnover as per Annexure VIB of GCC 2022, along with the copies of Audited Balance Sheets duly certified by a Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet and Profit and loss account. (Click here to download Format)	Yes	No	Allowed (Mandatory)
9	Tenderer's/Contractor's Undertaking (To be submitted by the Tender/s alongwith the tender) Annexure "A1" UNDERTAKING I have got the representative sample of ballast tested for impact value. Abrasion Value and Water absorption from ----- ----- (Quarries Name) and the test report of testing is enclosed with the Tender document. I hear by give an undertaking that ballast supply at all times shall conform to specifications for track ballast as specified by Railway. I/We undertake hereby that the ballast supplied by me/us, will conform to the Railway's above Specifications of track ballast of at all times during the contract period. (As per format given in Annexure-A1 in attached document.)	Yes	No	Allowed (Mandatory)

6. Documents attached with tender

S.No.	Document Name	Document Description
1	ImplementationofContractorE-MB_1.pdf	Implementation of E MB
2	SGCC2022Advancecorrectionslip11.pdf	SGCC 2022 with ACS 11
3	Annexure-A1UNDERTAKING.pdf	Annexure A1 Undertaking
4	BidsecurityNew.pdf	Annexure VIA
5	Annexure-VI-BidCapacity.pdf	Bid capacity Annexure VI
6	AnnexureAEngg.Org.A.PDF	Annexure A
7	AnnexureBPlantMachineryB.PDF	Annexure B
8	AnnexureCWorkinHandC.PDF	Annexure C
9	AnnexureE-EFTdetailE.pdf	Annexure E
10	Annexure-G-VitiationdetailsG.PDF	Annexure G
11	AnnexureWExperianceW.PDF	Annexure W
12	GCC-2022-WithuptodatedACS10_merged.pdf	SGCC 2022 with ACS10 merged
13	InstructionsforincorporatingtheJPO.pdf	Instructions for JPO
14	New-Annexure-JforCertificateofRtd.EmployeeJ.PDF	Annexure J
15	New-AnnexureM-BlacklistingM.pdf	Annexure M
16	BallastSpecification.pdf	Ballast Specification
17	AnnexureVIB.pdf	Annexure VIB

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

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

**NAGPUR-SECR-DIVISION-ENGINEERING/SOUTH EAST CENTRAL RLY
TENDER DOCUMENT**

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Closing Date/Time: 17/07/2026 15:00

Signed By: GOURAV GAJRANI

Designation : Sr.DENEAST