

**KHARAGPUR DIVISION-ENGG/SOUTH EASTERN RLY
TENDER DOCUMENT**

Tender No: E-KGP-South-21-2026

Closing Date/Time: 09/07/2026 15:00

Sr. DEN/Co/KGP acting for and on behalf of The President of India invites E-Tenders against Tender No **E-KGP-South-21-2026** Closing Date/Time 09/07/2026 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	Transportation of P.Way materials & fittings to different P.Way units under Sr. DEN/S/KGP.		
Bidding type	Normal Tender		
Tender Type	Open	Bidding System	Single Packet System
Tender Closing Date Time	09/07/2026 15:00	Date Time Of Uploading Tender	15/06/2026 14:18
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	13457874.44	Tendering Section	DEN S
Bidding Style	Single Rate for Each Schedule	Bidding Unit	
Earnest Money (Rs.)	269200.00	Validity of Offer (Days)	60
Tender Doc. Cost (Rs.)	0.00	Period of Completion	12 Months
Contract Type	Works - General	Contract Category	Expenditure
Bidding Start Date	25/06/2026		
Are JV allowed to bid	No	Number of JV Member Allowed	0
Are Consortium allowed to bid	No	Number of Consortium Member Allowed	0
Ranking Order For Bids	Lowest to Highest	Expenditure Type	Revenue

2. SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule () A-Execution of all works covered under Schedule-A							1886523.52	Above/ Below/Par
1	Please see Item Breakup for details.				1790720.00	5.35	1886523.52	
	Description:- Execution of works pertaining to loading and unloading of rail, SEJ and Glued Joint etc. and all other items under Chapter-17 of IR-SER-USSOR-2021 for item No.171011-171072 and 173011-173050							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule () B-Execution of all works covered under Schedule-B							1638403.20	Above/ Below/Par
2	Please see Item Breakup for details.				1555200.00	5.35	1638403.20	
	Description:- Execution of works pertaining to loading and unloading of sleeper under Chapter-17 of IR-SER-USSOR-2021 for item No. 172010-172034 and 172061-172082.							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule () C-Execution of all works covered under Schedule-C							9654823.72	Above/ Below/Par
3	Please see Item Breakup for details.				9164521.80	5.35	9654823.72	
	Description:- Execution of works pertaining to leading and transportation of all P.Way material upto 150km vide under Chapter-17 of IR-SER-USSOR-2021 for item No. 172041-172047 and 172051-172057							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit

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Schedule () D-Execution of all works covered under Schedule-D				278124.00	Above/ Below/P ar
4	Please see Item Breakup for details.		264000.00	5.35	278124.00
	Description:- Execution of works pertaining to leading and transportation of all P Way materials beyond 150km under Chapter-17 of IR-SER-USSOR-2021 for item No. 172048 and 172058				

3. ITEM BREAKUP

Schedule		Schedule A-Execution of all works covered under Schedule-A				
Item- 1		Execution of works pertaining to loading and unloading of rail, SEJ and Glued Joint etc. and all other items under Chapter-17 of IR-SER-USSOR-2021 for item No.171011-171072 and 173011-173050				
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
		Loading of rails of any section and length up to 13 metres in Wagons / Truck / trailer including lead up to 50 metres and lift up to 5 metres.				
1	171014	In Wagon where mechanical handling is possible and traffic block is not required or in Truck/trailer.	MT	4000.00	119.83	479320.00
		Loading of tongue rail, stock rail, switch assembly and crossings of any section and length, SEJ, Glued joint etc. with / without P.Way fittings and fastenings, in Wagon / Truck / trailer including lead up to 250 metre and lift up to 5 metre.				
2	171024	In Wagon where mechanical handling is possible and traffic block is not required or in Truck/trailer.	MT	4000.00	118.89	475560.00
		Unloading of rails of any section and length up to 13 metre, in neat manner for Railway usage from departmental material train (DMT) or contractor's / Railway's Truck/trailer including lead up to 50 metre, lift up to 5 metre and stacking in prescribed manner.				
3	171053	From Wagon where mechanical handling is possible and traffic block is not required or in Truck / trailer.	MT	4000.00	88.97	355880.00
		Unloading of Switches / Crossings / SEJ Rails / Glued Joints of any rail section and length with or without P.Way fittings & fastenings in neat manner for Railway usage from departmental material train (DMT) or contractor's / Railway's Truck/Trailer with lead up to 250 metre & lift up to 5 metres.				
4	173013	From Truck / Trailer	MT	4000.00	119.99	479960.00
					Total	1790720.00
Schedule		Schedule B-Execution of all works covered under Schedule-B				
Item- 2		Execution of works pertaining to loading and unloading of sleeper under Chapter-17 of IR-SER-USSOR-2021 for item No. 172010-172034 and 172061-172082.				
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
		Loading of 52kg / 60kg PSC normal line and special sleepers up to 2.75 metre length in Depot / Station / Mid-section between stations in a neat manner to departmental material train (DMT) or contractor's / Railway's Truck/Trailer with crane or any other means including crossing of one track with free lead up to 250 metre and lift up to 5 metre, if required with contractor's labour, tools & plants, machinery, consumables etc. Note: In case of any damage to sleeper during loading, penalty @ 50% of the all inclusive cost of sleeper shall be levied.				
1	172014	In Wagon where mechanical handling is possible and traffic block is not required or in Truck / trailer	MT	4000.00	92.36	369440.00

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		Loading of 52kg / 60kg PSC line and special sleepers beyond 2.75 metre length including existing fittings and fastenings in Depot / Station / Mid-section between stations in a neat manner to departmental material train (DMT) or contractor's / Railway's Truck/trailer with crane or any other means including crossing of one track with free lead up to 250 metre and lift up to 5 metre, if required with contractor's labour, tools & plants, machinery, consumables etc. Note: In case of any damage to sleeper during loading, penalty @ 50% of the all inclusive cost of sleeper shall be levied.				
2	172024	In Wagon/Truck / trailer where mechanical handling is possible and traffic block is not required.	MT	4000.00	118.45	473800.00
		Unloading of 52kg / 60kg PSC line and special sleepers up to 2.75 metre length in Depot / Station / Mid-section between stations in neat manner for Railway usage from departmental material train (DMT) or contractor's / Railway's Truck/Trailer with crane or any other means including crossing of one track and lead up to 250 metre & lift up to 5 metre with contractor's labour, tools & plants, machinery, consumables etc. Note: In case of any damage to sleeper during loading, penalty @ 50% of the all inclusive cost of sleeper shall be levied.				
3	172063	From Truck / Trailer	MT	4000.00	87.50	350000.00
		Unloading of 52kg / 60kg PSC special sleepers beyond 2.75 metre length in Depot / Station / Mid-section between stations in neat manner for Railway usage from departmental material train (DMT) or contractor's / Railway's Truck/Trailer with crane or any other means including crossing of one track and lead up to 50 metre & lift up to 5 metre with contractor's labour, tools & plants, machinery, consumables etc. Note: In case of any damage to sleeper during loading, penalty @ 50% of the all inclusive cost of sleeper shall be levied.				
4	172073	From Truck / Trailer	MT	4000.00	90.49	361960.00
					Total	1555200.00
Schedule	Schedule C-Execution of all works covered under Schedule-C					
Item- 3	Execution of works pertaining to leading and transportation of all P.Way material upto 150km vide under Chapter-17 of IR-SER-USSOR-2021 for item No. 172041-172047 and 172051-172057					
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
		Loading, leading and unloading of all types of P.Way fittings and all other miscellaneous material except Rails, sleepers, switches, crossings, SEJs and Glued Joints by road vehicles for different leads. Note: Lead shall be the shortest motorable road length between the points of loading and unloading.				
1	172041	Lead up to 5 Km	MT	50.00	168.25	8412.50
2	172042	Lead beyond 5 Km and up to 10 km	MT	100.00	210.86	21086.00
3	172043	Lead beyond 10 Km and up to 20 km	MT	120.00	269.08	32289.60
4	172044	Lead beyond 20 Km and up to 30 km	MT	120.00	340.26	40831.20
5	172045	Lead beyond 30 Km and up to 50 km	MT	150.00	439.46	65919.00
6	172046	Lead beyond 50 Km and up to 100 Km	MT	150.00	656.22	98433.00
7	172047	Lead beyond 100 Km and up to 150 Km	MT	150.00	980.11	147016.50

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		Transportation of Rails, sleepers, switches, crossings, SEJs and Glued Joints by road vehicles for different leads. Note: 1. Lead shall be the shortest motorable road length between the points of loading and unloading. 2. Loading and unloading shall be paid extra under relevant items.				
8	172051	Lead up to 5 Km	MT	200.00	53.41	10682.00
9	172052	Lead beyond 5 Km and up to 10 km	MT	200.00	96.02	19204.00
10	172053	Lead beyond 10 Km and up to 20 km	MT	300.00	154.24	46272.00
11	172054	Lead beyond 20 Km and up to 30 km	MT	800.00	225.42	180336.00
12	172055	Lead beyond 30 Km and up to 50 km	MT	4500.00	324.62	1460790.00
13	172056	Lead beyond 50 Km and up to 100 Km	MT	5000.00	541.38	2706900.00
14	172057	Lead beyond 100 Km and up to 150 Km	MT	5000.00	865.27	4326350.00
					Total	9164521.80
Schedule Schedule D-Execution of all works covered under Schedule-D						
Item- 4 Execution of works pertaining to leading and transportation of all P Way materials beyond 150km under Chapter-17 of IR-SER-USSOR-2021 for item No. 172048 and 172058						
S No.	Item No	Description of Item	Unit	Qty	Rate	Amount
		Loading, leading and unloading of all types of P.Way fittings and all other miscellaneous material except Rails, sleepers, switches, crossings, SEJs and Glued Joints by road vehicles for different leads. Note: Lead shall be the shortest motorable road length between the points of loading and unloading.				
1	172048	Extra for every Km per MT beyond 150 Km over item no. 172047	MT-Km	5000.00	3.30	16500.00
		Transportation of Rails, sleepers, switches, crossings, SEJs and Glued Joints by road vehicles for different leads. Note: 1. Lead shall be the shortest motorable road length between the points of loading and unloading. 2. Loading and unloading shall be paid extra under relevant items.				
2	172058	Extra for every Km per MT beyond 150 Km over item no. 172057	MT-Km	75000.00	3.30	247500.00
					Total	264000.00

4. ELIGIBILITY CONDITIONS

Special Financial Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	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 and 'N'= Number of years prescribed for completion of work for which bids have been invited.	No	No	Allowed (Mandatory)
1.1	The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.	No	No	Not Allowed
1.2	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. (Click here to download Format)	No	No	Allowed (Mandatory)
1.3	The balance sheet and all other financial documents attested/certified by CAs to substantiate fulfilment of Financial Eligibility Criteria should be with UDIN, failing which the offer is likely to be rejected without any further notice.	No	No	Not Allowed

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Special Technical Criteria

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1	The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.	No	No	Allowed (Mandatory)
1.1	Definition of similar work: 'Execution of any P.Way works involving loading, unloading and transportation of any materials.'	No	No	Not Allowed
1.2	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.	No	No	Not Allowed
1.2.1	In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.	No	No	Not Allowed

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1.3	<p>Explanation for 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. 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 partnership 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 $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. 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.</p>	No	No	Not Allowed
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1.3.1	<p>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. 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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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.

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

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

5. COMPLIANCE

Commercial-Compliance

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Compliance with the GST Act, 2017 - Change in para (a) of clause 6, part I of Indian Railway Standard General Conditions of Contract, April'2022.	Yes	Yes	Not Allowed
1.1	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.	Yes	No	Not Allowed
1.2	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.	Yes	No	Not Allowed
1.3	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.	Yes	No	Not Allowed
1.4	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.	Yes	No	Not Allowed
2	The work is chargeable to Estt. No. 107/South/KGP/20265 under allocation: Revenue (B-200).	Yes	Yes	Not Allowed
3	All the bidders / tenderers should ensure that they are GST compliant and their quoted rates are as per GST law.	No	No	Not Allowed
4	Tender value is inclusive of GST. Agencies must quote their rates including GST.	Yes	No	Not Allowed
4.1	In the instant tender GST is applicable at rate of Eighteen percent (18%).	Yes	No	Not Allowed
4.2	However, inter se ranking will be done on the quoted value including GST applicable on the date of opening.	Yes	No	Not Allowed
5	In case of increase or decrease in GST rate, same will be either paid by railway or recovered from the agency as the case may be.	Yes	No	Not Allowed

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

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	EPF and ESI registration would be mandatory wherever applicable and documents towards EPF and ESI registration shall be submitted before execution of the agreement failing which contract will be terminated. The labours deployed by the contractor for the entire work should have individual Bank account in the their own name. The payment to the labour by the contractor should as far as possible be made through bank accounts of the individual labour as per the latest minimum wages issued from Chief labour commissioner (C).	No	No	Not Allowed
2	The drawings for the works can be seen in the office of the Divisional Railway Manager/ Engineering /South Eastern Railway/Kharagpur at any time during office hours.	No	No	Not Allowed
3	The Railway reserves the right of not to invite tenders for any of the 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 such action.	No	No	Not Allowed
4	In terms of provisions of new clause 26A.1 to the General Conditions of Contract, contractor shall also employ following Qualified Engineers during execution of the allotted work:- a. Cost of work Rs.200 Lakhs and above- One Graduate Engineer. b. Cost of work more than Rs.25 Lakhs but less than Rs.200 Lakhs- One Diploma Holder Engineer. Note:- Track related contractual works of values as specified in para-b, individuals having Diploma in Railway Engineerig awarded by IPWE- India shall also be considered as qualified Diploma Holder Engineers and contractors for track contract works can employ such individuals at their worksite on Indian Railway vide Rly. Bds letter No. 2012-CE-I-CT-O-20, Dt- 12.07.2013. In case the contractor fails to employ the Qualified Engineer, as aforesaid in para above, he or him 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 mentioned in para-a and b above respectively.	No	No	Not Allowed
5	[Clause 55 of GCC April'2022] Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.	No	No	Not Allowed

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5.1	<p>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 subcontractors 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
5.2	<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.</p>	No	No	Not Allowed

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5.3	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."	No	No	Not Allowed
6	Order of Precedence of Documents: In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence: i. Letter of Award/Acceptance(LOA) ii. Bill(s) of Quantities iii. Special Conditions of Contract iv. Technical Specifications as given in tender documents v. Drawings vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. vii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. viii. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.	No	No	Not Allowed
7	Interpretation: These Instructions to Tenderers shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms.	No	No	Not Allowed

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8	Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.	No	No	Not Allowed
9	Bid Security: (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: For all works: 2% of the estimated cost of the work.	No	No	Not Allowed
9.1	Note: (i) The Bid Security is 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. Proper documents in this regards shall have to be submitted by the tenderer during his bid. (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above. Proper documents in this regards shall have to be submitted by the tenderer during his bid.	No	No	Not Allowed
9.2	(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.	No	No	Not Allowed
9.3	(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
9.4	(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 of GCC April'2022 and shall be valid for a period of 90days beyond the bid validity period.	No	No	Not Allowed

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9.5	(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 by whom the tender has been invited as indicated in the tender document before closing date for submission of bids (i.e. excluding the last date of submission of bids). iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender. v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the " ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope. vii. The envelope shall be addressed to the officer and address as mentioned in the tender document. viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.	No	No	Not Allowed
10	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.	No	No	Not Allowed
11	Execution of Contract Document: The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.	No	No	Not Allowed

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12	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 Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.	No	No	Not Allowed
13	Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.	No	No	Not Allowed
14	If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.	No	No	Not Allowed
15	If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.	No	No	Not Allowed
16	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.	No	No	Not Allowed
17	The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.	No	No	Not Allowed

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18	(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
19	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.	No	No	Not Allowed
20	Following documents shall be submitted by the tenderer:	No	No	Not Allowed
20.1	(a) Sole Proprietorship Firm: All documents in terms eligibility criteria required for this instant tender.	No	No	Not Allowed
20.2	(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 documents in terms eligibility criteria required for this instant tender.	No	No	Not Allowed
20.3	(c) Partnership Firm: (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm. (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract. (iv) All documents in terms eligibility criteria required for this instant tender.	No	No	Not Allowed
20.3.1	1. The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act. 2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender. 3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.	No	No	Not Allowed

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20.3.2	4. Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited. If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.	No	No	Not Allowed
20.3.3	5. A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender. 6. The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered. 7. On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable. 8. On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.	No	No	Not Allowed
20.3.4	Evaluation of eligibility of a partnership firm: Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid as above for the instant tender.	No	No	Not Allowed

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20.3.5	In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement. (a) Joint and several liabilities: The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof. (b) Duration of the partnership deed and partnership firm agreement: The partnership deed/partnership firm agreement shall normally not be modified/alterd/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract. (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws. (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.	No	No	Not Allowed
20.4	(d) Joint Venture (JV): The below mentioned documents to be enclosed by the JV along with the tender:	No	No	Not Allowed
20.4.1	1. In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted: (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper, (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm. (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.	No	No	Not Allowed
20.4.2	2. In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed: (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.	No	No	Not Allowed
20.4.3	3. In case one or more members of the JV is/are companies, the following documents shall be submitted: (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company (iii) A copy of Certificate of Incorporation (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual, to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.	No	No	Not Allowed

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20.4.4	4. In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted: (i) A copy of LLP Agreement (ii) A copy of Certificate of Incorporation of LLP (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP. (v) 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. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.	No	No	Not Allowed
20.4.5	5. In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted: (i) A copy of Certificate of Registration (ii) A copy of Memorandum of Association of Society/Trust Deed (iii) A copy of Rules & Regulations of the Society (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.	No	No	Not Allowed
20.4.6	In addition to all documents as mentioned in para 20.4.1 to 20.4.5, all documents in terms eligibility criteria required for this instant tender. 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 used. However, the Power of Attorney provided by the bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille Certificate.	No	No	Not Allowed
20.4.7	Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria: 1. Technical Eligibility Criteria: The technical eligibility for the work as said above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'. Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para as said above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender. Value of a completed work done by 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 technical eligibility criteria in the tender under consideration. 2. Financial Eligibility Criteria: The JV shall satisfy the requirement of "Financial Eligibility" mentioned as above. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned as above. The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement. Note: Contractual payment received by 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 compliance of the above mentioned financial eligibility criteria in the tender under consideration.	No	No	Not Allowed
20.4.8	3. Bid Capacity: The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned as above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid Capacity" to satisfy this requirement.	No	No	Not Allowed

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20.4.9	<p>Participation of Joint Venture(JV) in Works Tender: This para shall be applicable for works tenders: 1. Separate identity/name shall be given to the Joint Venture. 2. Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%. 3. A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender. 4. The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender. 5. Bid Security shall be submitted by JV or authorized person of JV either as : (i) Cash through e-payment gateway or as mentioned in tender document, or (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender. 6. A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. 7. Once the tender is submitted, the MoU shall not normally be modified/alterd/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited. 8. Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid. 9. Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions. 10. On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.</p>	No	No	Not Allowed
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20.4.10	11. On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted alongwith the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act - 2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses: 11.1 Joint and Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof. 11.2. Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed. 11.3 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.	No	No	Not Allowed
20.4.11	12. Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the contract, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV. 13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.	No	No	Not Allowed
20.5	(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 documents in terms eligibility criteria required for this instant tender.	No	No	Not Allowed
20.6	(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. (v) All documents in terms eligibility criteria required for this instant tender.	No	No	Not Allowed

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20.7	(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 documents in terms eligibility criteria required for this instant tender.	No	No	Not Allowed
21	If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.	No	No	Not Allowed
22	After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.	No	No	Not Allowed
23	A tender from JV shall be considered only where permissible as per the tender conditions.	No	No	Not Allowed
24	The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.	No	No	Not Allowed
25	The tenderer whether sole proprietor / a company or a partnership firm / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association / Board resolution, failing which tender shall be summarily rejected. A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required. Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.	No	No	Not Allowed
26	General conditions of contract and specifications for materials and works are laid down in the South Eastern Railway Unified Standard Schedule of rates -2010 Works materials , Indian Railways Unified Standard Specifications Works materials Volume-I Volume-II of 2010 and S.E.Railway Standard General Conditions of contract-2022 with upto date correction slip which can be seen at the office of the Divl. Rly. Manager / Engg. /S.E.Rly/ Kharagpur as the same are binding on the contract and shall form part and parcel of the contract unless otherwise stated in the special condition and specifications in the tender papers.	No	No	Not Allowed
27	Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores.	No	No	Not Allowed

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27.1	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).	No	No	Not Allowed
28	If any discrepancy arises between special conditions of contract and CPWD DSR-2021 / 2023, CPWD Horticulture-2020 and SER-IR-USSOR-2021, Indian Railways Unified Standard Specifications- Works and Materials -2010 and S.E.Railway Standard GCC-2022 with updated correction slips, in such case the decision of DRM-Engg or PCE,SER will be final and binding.	No	No	Not Allowed
29	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.	No	No	Not Allowed
29.1	(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) of GCC-2022 including ACS-11 in any of the following forms,:- (i) A deposit of Cash; (ii) Irrevocable Bank Guarantee; (iii) Insurance Surety Bond as per Annexure-XVII. (Format available at attachment vide ACS-9) 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.	No	No	Not Allowed
29.1.1	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: (i) Bid quoted in % of advertised cost : below 0-5% (inclusive) = Additional Performance Guarantee : Nil (ii) Bid quoted in % of advertised cost : below 5% = Additional Performance Guarantee : 5%	No	No	Not Allowed

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29.2	<p>(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. (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. (iii) The Contract being determined or rescinded under clause 62 of these conditions.</p>	No	No	Not Allowed
30	<p>Security Deposit: The Security Deposit shall be 5% of the contract value (Additional 5% may be applicable as per ACS-11). 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

Special Conditions

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1	In case damage is caused to OFC / Quad cable / signaling cable during execution of the work, the contractor is liable to pay a penalty for damaging the cable. Penalty shall not be levied in case of the following: (i) Detailed cable route plan not provided by concerned department or cable is not protected as per laid down procedures, (ii) The alignment of the cable does not tally with the information provided to the contractor, (iii) The cable depth is found to be less than 800 mm from normal ground level, (iv) No representative of S&T department / Rail Tel was available at site guarding the cables on the fixed pre determined date and time. Penalty to be imposed for damages to cable shall be as under: (a) Only Quad cable or Signaling cable ----- Rs.1.00 Lakh per location, (b) Only OFC ----- Rs.1.25 Lakh per location, (c) Both OFC & Quad ----- Rs.1.50 Lakh per location, (d) Electrical Cable ----- Rs.1.00 Lakh per location. (Telecom Circular No. 09/2023 issued by Railway Board vide No. 2024/CE-I/CAO(C) Workshop/part-2 dated 03.06.2024 is binding to this contract and should be followed in spirit).	No	No	Not Allowed
2	One Graduate Engineer and One qualified surveyor must be deputed exclusively for this contract and they must not be engaged to supervise any other work.	No	No	Not Allowed
3	If necessary, the contractor has to make the detail drawing of the work and has to made it approved by a Govt. College/University/Institution. No extra payment will be admissible on this account.	No	No	Not Allowed
4	The items covered under CPWD DSR-2021 / 2023, CPWD Horticulture-2020 and SER-IR-USSOR-2021 are tentative and approximate and these are considered for evaluation of DV only. However the items covered under CPWD DSR-2021 / 2023, CPWD Horticulture-2020 and SER-IR-USSOR-2021 may be altered within the scope of work as per instruction of Engineer-in Charge according to site requirement if required. Decision of Engineer in Charge in this regard will be final and binding to all.	No	No	Not Allowed
5	All P.Way and Civil contractors that all labours engaged on any work on track and civil construction site must be equipped with all necessary safety equipment like green retro reflective safety jacket, safety helmet and safety shoe, harness etc. as per direction of Engineer-in-charge or his authorize representative at site all the times without fail.	No	No	Not Allowed
6	No compensation towards any accident what - so - ever will be paid by the Railway.	No	No	Not Allowed
7	In terms of Railway Board's letter No. 2026/E(LL)/AT/CNR/5 dated 11.05.2026 Labour Law provisions for employees and contract labour in all over Indian Railways will strictly be implemented. (Copy Attached)	No	No	Not Allowed
8	IF required, contractor should mobilise to do night working for which they will be required to have their own sufficient lighting arrangement. No extra payment will be admissible on this account.	No	No	Not Allowed
9	The Contractor with the help of his Engineer or Diploma holder , as the case be , shall make necessary Drawings, sketches, plotting, peg markings etc. as desired by the Engineer-in-charge. No extra cost shall be claimed on this account.	No	No	Not Allowed
10	The quantities specified in the tender schedule are only approximate and liable to vary.	No	No	Not Allowed

Technical-Compliances

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
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1	The tenderer shall submit a copy of certificate stating that all their statements/documents submitted along with 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 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 certificates(s) by the bidders shall result in summarily rejection of his/their bid. It shall be mandatory 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. Format of the said Annexure-V and Annexure-V(A) can be found vide name ACS-2 to GCC-2022_2022-CE-1-CT-GCC-2022-POLICY_13.12.2022 (i.e. Railway Board's letter No. 2022/CE-I/CT/GCC-2022/Policy Dated 13.12.2022) in attachment documents.	Yes	No	Allowed (Optional)
2	Tenderer has to submit declaration regarding employment/ partnership etc. of retired railway employees. as per attached format in document tab.	No	No	Not Allowed
2.1	16. (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.	No	No	Not Allowed
2.2	b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.	No	No	Not Allowed
2.3	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.	No	No	Not Allowed

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2.4	Note: -If information as required as per 2.1, 2.2, 2.3 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.	Yes	No	Allowed (Optional)
3	Terms and Condition mentioned in the all uploaded documents are applicable and binding in this contract.	Yes	No	Not Allowed
4	The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by tenderer, shall be self-attested/digitally signed by the tenderer or authorised representative of the tendering firm.	Yes	No	Not Allowed
5	Only relevant documents should be uploaded towards eligibility criteria. All documents uploaded towards eligibility criteria must be legible.	Yes	No	Not Allowed
6	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.	Yes	Yes	Allowed (Optional)
6.1	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.	No	No	Not Allowed
6.1.1	Contractor shall be liable to pay / refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied / rejected by the tax authorities due to reasons mentioned below but not limited to: (a) Wrong / incorrect invoices issued by contractor, (b) No-filing of GST returns, (c) Non-payment of GST collected from Indian Railways to the authorities, (d) Any other non-compliance done by contractor. General Indemnity: Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor. Retention Money: Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.	No	No	Not Allowed
7	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.	Yes	Yes	Not Allowed
8	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.	No	No	Not Allowed
9	The tenderer along with his offer should submit the list of personnel / organization on hand and proposed to be engaged for the tendered work.	No	No	Allowed (Optional)
10	The tenderer along with his offer should submit list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.	No	No	Allowed (Optional)

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11	Incase multiple L1 is found for this instant tender then the tender will be dealt as per Railway Board's letter No. 2017/Trans/01/Policy dated 08.02.2018 and other guidelines available from time to time.	No	No	Not Allowed
11.1	'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.' Tender will only be evaluated on the basis of the documents submitted by the tenderer during their bids.	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
2	It shall not be obligatory on the said authority to accept the lowest tender and no tenderer/ tenderers shall demand any explanation for the cause of rejection of his/their tender.	No	No	Not Allowed
3	If the tenderer gives wrong information in its tender or creates circumstances for the acceptance of its tender, the Railway reserves the right to reject such tender at any stage.	No	No	Not Allowed
4	I/We have gone through the conditions and instructions mentioned in tender and same are understood and accepted by me/us.	No	No	Not Allowed

6. Documents attached with tender

S.No.	Document Name	Document Description
1	ACS-12022_CE-I_CT_GCC-2022_Policydt.14.07.2022.pdf	ACS 1 of GCC April 2022
2	ACS-22022_CE-I_CT_GCC-2022_Policydt.13.12.2022.pdf	ACS 2 of GCC April 2022
3	ACS-32022_CE-I_CT_GCC-2022_Policydt.26.04.2023.pdf	ACS 3 of GCC April 2022
4	ACS-42022_CE-I_CT_GCC-2022_Policydt.07.08.2023.pdf	ACS 4 of GCC April 2022
5	ACS-52022_CE-I_CT_GCC-2022_Policydt.20.10.2023.pdf	ACS 5 of GCC April 2022
6	ACS-62022_CE-I_CT_GCC-2022_Policydt.21.12.2023.pdf	ACS 6 of GCC April 2022
7	AnnexureVIA.pdf	Annexure VIA
8	AnnexureVIB.pdf	Annexure VIB
9	VENDERMANDATEFORM.pdf	Vendor Mandate form
10	MinimumwagesPFESIShramikKalyanPortal.pdf	Shramik Kalyan Portal
11	Annexure-II.pdf	Annexure II
12	CertificateofInformationregardingEmployment_1.pdf	Retired Rly Employee Declaration
13	2018_CE-I_CT_9Date04_06_2018.pdf	Letter of credit
14	SPECIALCONDITIONSFORP-WAYWork.pdf	P Way Spl condition
15	LabourLawRBletter.pdf	Labour Law implementation
16	ACS-72022_CE-I_CT_GCC-2022_Policydt.25.09.2024.pdf	ACS 7 of GCC April 2022
17	ACS-82022_CE-I_CT_GCC-2022_Policydt.20.12.2024.pdf	ACS 8 of GCC April 2022
18	ACS-92022_CE-I_CT_GCC-2022_Policy_Pt.Idt.09.01.2025.pdf	ACS 9 of GCC April 2022
19	ChecklistforSafetyandQualityMeasuresatWorksitesdt_08_03_2025.pdf	Checklists for safety and quality
20	CivilSpecialCondition.pdf	Civil Special Condition
21	SpecialconditionofContractforallcontract.pdf	Special Condition for all contract
22	ACS-102022_CE-I_CT_GCC-2022_Policydt.04.03.2025.pdf	ACS 10 of GCC April 2022
23	ACS-112022_CE-I_CT_GCC-2022_Policy_Pt.Idt.13.03.2026.pdf	ACS 11 of GCC April 2022
24	CablecuttingPenaltyCirculardated12.06.2023.pdf	Cable cutting penalty circular
25	BidCapacity.pdf	Bid Capacity

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

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

Signed By: BISWAJEET GHOSH

Designation : Sr.DEN/South