

**LUCKNOW-NER-DIVISION-S AND T/NORTH EASTERN RLY  
TENDER DOCUMENT**

**Tender No:** 46of2026

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

**SR DSTE/LJN** acting for and on behalf of The President of India invites E-Tenders against Tender No **46of2026** 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**

<b>Name of Work</b>	Comprehensive Annual maintenance contract (AMC) of Integrated Power Supply (IPS) System of STATCON Make. 20 Sets of Station (Major) IPS at 17 stations and 18 Sets of Gate/IBS (Mini) IPS at 02 IBS, 01 Auto Hut and 15 LC Gates over Lucknow Division for 03 years.		
<b>Bidding type</b>	Normal Tender		
<b>Tender Type</b>	Open	<b>Bidding System</b>	Single Packet System
<b>Tender Closing Date Time</b>	09/07/2026 15:00	<b>Date Time Of Uploading Tender</b>	17/06/2026 18:39
<b>Pre-Bid Conference Required</b>	No	<b>Pre-Bid Conference Date Time</b>	Not Applicable
<b>Advertised Value</b>	14156507.21	<b>Tendering Section</b>	LJN DIV
<b>Bidding Style</b>	Single Rate for Each Schedule	<b>Bidding Unit</b>	
<b>Earnest Money (Rs.)</b>	283100.00	<b>Validity of Offer ( Days)</b>	60
<b>Tender Doc. Cost (Rs.)</b>	0.00	<b>Period of Completion</b>	36 Months
<b>Contract Type</b>	Works - General	<b>Contract Category</b>	Expenditure
<b>Bidding Start Date</b>	25/06/2026		
<b>Are JV allowed to bid</b>	No	<b>Number of JV Member Allowed</b>	0
<b>Are Consortium allowed to bid</b>	No	<b>Number of Consortium Member Allowed</b>	0
<b>Ranking Order For Bids</b>	Lowest to Highest	<b>Expenditure Type</b>	Revenue

**2. SCHEDULE**

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
<b>Schedule ( ) A-CAMC of IPS of STATCON Make for 03 Years</b>							14156507.21	Above/ Below/Par
01	A01	581.00	Numbers	13907.01	8079972.81	AT Par	8079972.81	
	<b>Description:-</b> "Comprehensive Annual Maintenance of SMPS based Major Integrated rate Power Supply System of M/s. STATCON make at Stations confirming to RDSO spec No. RDSO/SPN/165/2012 ver 3.0 or latest at stations in RE/non RE area. It includes Routine preventive maintenance as well as rectification of all types of failures of the system. The contractor will supply all the required components pertaining to the system maintenance, Checking, Testing and replacement of the various modules including FRBC (SMR panel), DC-DC converters, inverters, transformers, CVT regulators, auto changeover panels, SPD of IPS sets and other components provided at various stations as per the technical conditions attached. The AMC would be completely comprehensive which means supply and installation of all the parts or components whether consumable or otherwise required to put right the system shall be supplied and installed by contractor at no extra cost for Three Years as per attached Terms and Conditions. (Per Nos. = Per Month Per Set)"							
02	A02	608.00	Numbers	9994.30	6076534.40	AT Par	6076534.40	
	<b>Description:-</b> "Comprehensive Annual Maintenance of SMPS based Minor Integrated rate Power Supply System of M/s. STATCON make at IBS, Auto Hut and LC Gates confirming to RDSO spec No. RDSO/SPN/165/2012 ver 3.0 or latest at stations in RE/non RE area. It includes Routine preventive maintenance as well as rectification of all types of failures of the system. The contractor will supply all the required components pertaining to the system maintenance, Checking, Testing and replacement of the various modules including FRBC (SMR panel), DC-DC converters, inverters, transformers, CVT regulators, auto changeover panels, SPD of IPS sets and other components provided at various stations as per the technical conditions attached. The AMC would be completely comprehensive which means supply and installation of all the parts or components whether consumable or otherwise required to put right the system shall be supplied and installed by contractor at no extra cost for Three Years as per attached Terms and Conditions. (Per Nos. = Per Month Per Set)"							

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**3. ITEM BREAKUP**

No item break up added
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**4. ELIGIBILITY CONDITIONS**

**Standard 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 N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.	No	No	Allowed (Mandatory)
1.1	No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.	No	No	Not Allowed

**Standard Technical Criteria**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: Three similar works costing not less than the amount equal to 30% of advertised value of the tender, or Two similar works costing not less than the amount equal to 40% of advertised value of the tender, or One similar work costing not less than the amount equal to 60% of advertised value of the tender. NOTE 1 :- Work experience certificate from private individual shall not be considered . However , in additions to work experience certificates issued by any Govt. organisation, work experience certificate issued by Public listed company having average annual turn over 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 authorised by the public listed company to issue such certificates. I n case Tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along the 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. Note 2:- Offer not accompanying documents and certificates to qualify this eligibility criteria shall be summarily rejected.	No	No	Allowed (Mandatory)
1.1	Defination of Similar Work :- a)Supply, Installation, Testing and commissioning of IPS OR b)Annual Maintenance Contract of IPS OR c)Any Signalling Work Note:- Following shall be complied by the tendering firm The tenderer shall be: 1.Original equipment manufacturer (OEM) of the system for which AMC is being undertaken. OR 2.Vendor authorized by the OEM of the system for which AMC is being undertaken OR 3.Any Vendor having experience in repair of electronic or software embedded equipment whose capacity and capability is approved by RDSO for the equipment for which AMC is being undertaken.	No	No	Not Allowed

**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.

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

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

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

**5. COMPLIANCE**

**Commercial-Compliance**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Please furnish the list of personnel, organization available in hand and proposed to be engaged for the subject work.	No	No	Allowed (Mandatory)
2	Furnish the list of plant & machinery available in hand (own)and proposed to be included (own and hired to be given separately) for the subject work.	No	No	Allowed (Mandatory)
3	Furnish the List of Work completed in the last three financial year giving description of work, organization for the time of award, date of award and date of schedule completion of work. Date of actual start, actual completion date and final value of contract should also be given.	No	No	Allowed (Mandatory)
4	Furnish the list of work in hand including description of work, contract value and approximate value of balance work yet to be done and date of award.	No	No	Allowed (Mandatory)
5	Furnish the Audited balance sheet duly certified by the Chartered Accountant for last three years.	No	No	Allowed (Mandatory)
6	At the time of submission of bid, if you have any special condition then upload in scanned PDF copy. The Original special condition may be submitted to this office of Tender Section, DRM/signal/N. E. Railway, Lucknow Division with in 7 days if same is asked by the tender inviting authority in writing.	No	No	Allowed (Mandatory)
7	Please Submit your bank details i.e. Name of the bank along with bank branch code, Account Number, IFSC Code and PAN details.	No	No	Allowed (Mandatory)

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8	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)
9	Status of the Firm and Related documents such as affidavit, registration, partnership deed, power of attorney etc.	No	No	Allowed (Mandatory)

**General Instructions**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub-contractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.	No	No	Not Allowed
2	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 to be terminated. In case contract is terminated railway shall be entitled to forfeit Earnest money and other dues payable against the contract. In case a tenderer has not submitted earnest money deposit on the strength of their registration as a start up recognized by department of Industrial policy & Promotion (DIPP) under ministry of commerce and industry ,DIPP shall be informed to this effect.The failed contractor shall be debarred from participating in re tender for that work.	No	No	Not Allowed
3	The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) in any of the following forms:- (i)A deposit of cash; (ii)Irrevocable Bank Guarantee; (iii)Insurance Surety Bond as per Annexure -XVII Note:- In Case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond/ Fresh Insurance Surety Bond/ Fresh Performance Security, in any form as given above, before expiry of existing Insurance Surety Bond. (iv) Government Securities including State Loan Bonds at 5% below the market value; (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India; (vi)Guarantee Bonds executed or Deposit Receipts tendered by any Scheduled Commercial Bank of India; (vii)A Deposit in the Post Office Saving Bank ; (viii)A 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
3.1	The performance Guarantee shall be released after the physical completion of the work based on the completion certificate issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily .	No	No	Not Allowed

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3.2	New Para 16(4)(h) of Part II of GCC 2022- If a tender is accepted on the quoted rates of bidder which is below the advertized tender value, an additional performance security shall be submitted by the bidder as below: Bid Quoted in % of advertised cost- Below 0-5% (inclusive), Additional Performance Guarantee (%)=Nil Bid Quoted in % of advertised cost-Below 5%, Additional Performance Guarantee (%)= 5%	No	No	Not Allowed
4	All document related to Joint Venture/ Consortium MOU, duly notarized should be uploaded at the time of submission of bid Original documents related to above should be submitted to the office of tender section, DRM/S&T/NER, Lucknow within three working days of closing date.	No	No	Not Allowed
5	The tenderer shall upload scanned copies of mandatory credentials such as experience, turn over Certificates and any other documents as applicable.	No	No	Not Allowed
6	Bank Guarantees BGs to be submitted by suppliers/contractors should be sent directly to be concerned authorities by issuing Bank under registered POST A.D.	No	No	Not Allowed
7	The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, 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..	No	No	Not Allowed
8	The contract shall be governed by the provision of GCC 2022 edition with up to date corrections thereto.	No	No	Not Allowed
9	Rates are inclusive of all taxes / octroi, license fee, royalty charges etc. legally leviable by state, Central Government and/or any other local authority.	No	No	Not Allowed
10	Income Tax, Cess and any other tax will be recovered as per extant instruction on the subject.	No	No	Not Allowed
11	Bid Security - The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India. The Bank Guarantee bond shall be as per Annexure- VIA of GCC-2022 and shall be valid for a period of 90days beyond the bid validity period.	No	No	Not Allowed
11.1	Works Contract :- (i)The earnest money shall be rounded to the nearest 100. This earnest money 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 earnest money deposit detailed above. (iii)Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above.	No	No	Not Allowed
12	INDIAN RAILWAY STANDARD GERNERAL CONDITION OF CONTRACT is also available on the Indian Railways website. Tenderers are requested to visit the website and be aware of the Terms and Conditions of GCC.	No	No	Not Allowed
13	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 no tenderers shall demand any explanation for the cause of rejection of his / their tender nor the railway under take to assign reasons for declining to consider or reject any particular tender or tenders	No	No	Not Allowed

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14	As per railway board's letter No.2012/CE-1/CT/0/20 Dt. 10.05.13, The contractor shall also employ following qualified graduate Engineers/ qualified diploma holder Engineers during execution of the work 1. One qualified Engineer when cost of work to be executed is Rs.200 Lakh and above, and 2.One qualified Diploma Holder Engineer when cost of work to be executed is more than Rs.25 Lakh but less than Rs. 200 laks In case the contractor fails to employ the engineer, as above, he , in terms of provision of clause 26A.2 to the general condition of contract , shall be liable to pay an amount of Rs. 40000/- and Rs. 25000/- for each month or part thereof for the default period for the provision	No	No	Not Allowed
15	Security Deposit :-The earnest money deposited by the contractor with his tender will be retained by the railway as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit , the rate for which are given below , may be deposited by the contractor in cash or may be recovered by percentage deduction from the contractor's " on account" bills. 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 may not exceed 10% of the total value of the contract	No	No	Not Allowed
15.1	Unless otherwise specified in the special condition of contract , if any, the security deposit/ rate of recovery/ mode of recovery shall be as under :- a. The security deposit for each work should be 5 % of the contract value . b. The rate of recovery should be at the rate of 6% of the bill amount till the full security deposit is recovered . c. Security deposit will be recovered only from the running bill of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted toward security deposit.	No	No	Not Allowed
15.1.1	Note:- After the work is physically completed as certified by competent authority, security deposit recovered from the running bills of contractor can be returned to him, if he so desires, in lieu of Term deposit receipt/ irrecoverable bank guarantee for equivalent amount from schedule bank to be submitted by him.	No	No	Not Allowed
15.2	The Security deposit, However shall be released only after the expiry of the maintenance period and after passing the final bill based on No claim certificate.	No	No	Not Allowed
16	CARE IN SUBMISSION OF TENDER :- 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.	No	No	Not Allowed
17	'Letter of Credit' as Mode of Payment in Works Tenders or Service Tenders having advertised cost of Rs 10 lakh or above	No	No	Not Allowed
17.1	(i)Letter of Credit :- For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement. Authority Railway Board) No. 2018/CE-IJCT/9 New Delhi, Dated 04.06.2018 (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option. (iii) The option so exercised, shall be an integral part of the bidder's offer. (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract. (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC: .	No	No	Not Allowed

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17.2	(e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his ,agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor. (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank. (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation. (h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways. (i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch). Contd.	No	No	Not Allowed
17.3	(ii) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The rl claim shall comprise of copy of Document of A uthorisation, Bill of Exchange and Bill. (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch). (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch). (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account. (n) Any number of bills can be dealt within one I.C, provided the sum total of payments to contractor is within the amount for which LC has been opened. (o) The LC shall be closed after the release of final payment including P VC amount, if any, to the contractor. (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.	No	No	Not Allowed
18	System of verification of Tenderer's credentials:- (a) The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials submitted by the tenderer shall be self attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender.	No	No	Not Allowed
18.1	(b) The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/ documents submitted along with bid are true and factual Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure on IREPS. Non submission of an affidavit by the bidder shall result in summary rejection of his their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.	No	No	Not Allowed

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18.2	c) 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 thereunder nor will it affect any rights of the Railway thereunder.	No	No	Not Allowed
18.3	d) In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railways for 5 (five) years.	No	No	Not Allowed
19	WORKS CONTRACT:--- Documents to be Submitted Along with Tender :- (i)The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / HUF 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
19.1	(ii) Following documents shall be submitted by the tenderer:	No	No	Not Allowed
19.1.1	(a)Sole Proprietorship Firm: (i)An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. (ii)All other documents in terms of explanatory notes in clause 10 of GCC 2022.	No	No	Not Allowed
19.1.2	(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)An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. (iii)All other documents in terms of explanatory notes in clause 10 of GCC 2022.	No	No	Not Allowed
19.1.3	(c)Partnership Firm: (i)The tenderer shall submit documents as mentioned in clause 18 of the Tender Form (Second Sheet) of GCC 2022 edition.	No	No	Not Allowed
19.1.4	(d)Joint Venture (JV): The tenderer shall submit documents as mentioned in Clause 17 of the Tender Form (Second Sheet).	No	No	Not Allowed
19.1.5	(e)Company registered under Companies Act2013: (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)An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. (v)All other documents in terms of explanatory notes in clause 10 of GCC 2022.	No	No	Not Allowed



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19.1.6	(f)LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit alongwith the tender: (i)A copy of LLP Agreement (ii)A copy of Certificate of Incorporation (iii)A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP. (iv)An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. (v)All other documents in terms of explanatory notes in clause 10 of GCC 2022.	No	No	Not Allowed
19.1.7	(g)Registered Society & Registered Trust: The tenderer shall submit: (i)A copy of the Certificate of Registration (ii)A copy of Deed of Formation (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)All other documents in terms of explanatory notes in clause 10 of GCC 2022.	No	No	Not Allowed
19.2	(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.	No	No	Not Allowed
19.3	(iv)After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF 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
19.4	(v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.	No	No	Not Allowed
19.5	(vi)The Railway will not be bound by any change 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
20	Works Contract :- The tenderer whether sole proprietor/ a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF 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 submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.	No	No	Not Allowed
21	Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition 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 of Portal shall be done as per para 55C of GCC 2022:	No	No	Not Allowed
22	Employment/Partnership etc. of Retired Railway Employees:	No	No	Not Allowed

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22.1	(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 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
22.2	(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 gazetted 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
22.3	(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
22.4	Note:-If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.	No	No	Not Allowed
23	Participation of Partnership Firms in works tenders:	No	No	Not Allowed
23.1	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 prior to date of tender opening as per the Indian Partnership Act. 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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23.2	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 opening 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 EMD shall be forfeited. If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and EMD of the tenderer will be forfeited. If any new partner joins the firm after opening 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 General Conditions of Contract.	No	No	Not Allowed
23.3	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 EMD shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered. 7. One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.	No	No	Not Allowed
23.4	8. 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. 9. 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

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23.5	10.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 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
23.6	11.The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender: (i)A notarized copy of partnership deed. (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 opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. (iv)All other documents in terms of explanatory notes in clause 10 of GCC 2022. 12. 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 down in Clause 10 of GCC 2022.	No	No	Not Allowed

**Special Conditions**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	completion of work	No	No	Not Allowed
1.1	(a) The entire work as per Schedule should be completed within a mentioned period from the date of issue of letter of acceptance except for any delays due to	No	No	Not Allowed
1.2	(b) Non-supply of material by the Railway Administration if any.	No	No	Not Allowed
1.3	(c) Decision not given by the Railway Administration on technical matter if referred to by the contractor.	No	No	Not Allowed
1.4	(d) Hindrance created by any other departments.	No	No	Not Allowed
1.5	(e) Due to any force major clause. The delay in completion of works which is attributed by the contractor to the railway's cause mentioned above should be advised in writing to the railway Engineer immediately by the contractor for rectification/investigation. If such advice in writing is not given, the delay will not be accepted by the railway and no extension will be granted on this account.	No	No	Not Allowed

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2	Extension of Time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses: (i)Extension due to Modification: If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.	No	No	Not Allowed
3	(ii)Extension for Delay not due to Railway or Contractor: If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.	No	No	Not Allowed
4	(iii)Extension for Delay due to Railways: In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.	No	No	Not Allowed
5	TIME TO BE ESSENCE OF THE CONTRACT: -	No	No	Not Allowed

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5.1	Extension of Time for delay due to Contractor: (i) With liquidated Damage (LD): The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the following rates of the contract value of the works. For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract. S.No.Duration of extension of time under Clause 17-BRate of Penalty (i)Up to Twenty percent of original period of completion including period of extension of DOC granted under Section 17A(i)As decided by Engineer, between 0.01% to 0.10% of contract value for each week or part of the week (ii)Above Twenty percent but upto Thirty percent of original period of completion including period of extension of DOC granted under Section 17A(i)0.20% of contract value for each week or part of the week (iii)Above Thirty percent but upto Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i)0.30% of contract value for each week or part of the week (iv)Above Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i)0.50% of contract value for each week or part of the week Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.	No	No	Not Allowed
6	MEASUREMENT OF WORK- The measurement of quantities for the purpose to the contractor shall be undertaken item-wise jointly by the representative of the engineer and the contractor in course of and on completion of works included in Schedule attached hereto.	No	No	Not Allowed
7	MODE OF PAYMENT: -	No	No	Not Allowed
7.1	Payment for those items which involve "CAMC" :	No	No	Not Allowed
7.1.1	(i) 90% payment shall be made on quarterly basis after submission of bill by the firm and satisfactory performance certificate from the engineer incharge of the work.	No	No	Not Allowed
7.1.2	(ii) Balance 10% of the cost of schedule will be paid after completion of the work along with final bill.	No	No	Not Allowed
7.2	No additional charges will be paid to the contractor for transporting to and from stores depot of Railway to the site of work including Railway material, if any.	No	No	Not Allowed
7.3	Necessary RDSO, IRS/TEC/DOT specification/drawing, if any required shall be obtained by the tenderer at his own cost.	No	No	Not Allowed
8	INSPECTION :-	No	No	Not Allowed
8.1	a) Contractor shall submit call letter for inspection to consignee 7 ( Seven) days in advance with an intimation to Sr. DSTE, N.E. Railway , Lucknow,	No	No	Not Allowed

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8.2	b) Contractor shall produce all other related materials required for the work at site at his own cost for inspection by authorized representative of engineer-in-charge.	No	No	Not Allowed
8.3	c) All the materials inspected and passed shall be marked suitably by the inspecting official and are to be kept under contractor custody which will be used for execution only. However, Railway reserves the right to reject any materials, if found spoiled/damaged during transportation, for which the contractor shall replace at his cost within 15 days of detection.	No	No	Not Allowed
8.4	d) Any materials rejected by the inspecting official due to not being as per the specification or not in proper condition, the same is to be removed by the contractor within 7 days at his cost. For this the decision of inspecting official shall final and binding on the contractor.	No	No	Not Allowed
8.5	All the materials / equipments to be supplied by the contractor shall be inspected by the authority as specified in the technical specification or schedule of each items . Inspection charges of RDSO/ RITES / any other agency as advised by the inspecting authority / agency shall be borne by the Railway .	No	No	Not Allowed
8.6	In case RDSO/RITES/any other agency ,as specified in the technical specification /schedule of quantity of each items, does not inspect an item on account of small value or show inability to inspect the materials for any reason , the same may be inspected by consignee or any other Railway representative nominated by contract signing authority.	No	No	Not Allowed
9	variation Clause	No	No	Not Allowed
9.1	Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.	No	No	Not Allowed
9.2	The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.	No	No	Not Allowed
9.2.1	In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates	No	No	Not Allowed
9.2.2	(a)Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;	No	No	Not Allowed
9.2.3	(b)Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;	No	No	Not Allowed
9.2.4	(c)Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.	No	No	Not Allowed
9.3	Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value. (i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender; (ii)Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender; (iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.	No	No	Not Allowed
9.4	In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.	No	No	Not Allowed

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9.5	In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.	No	No	Not Allowed
9.5.1	As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).	No	No	Not Allowed
10	STAMP DUTY	No	No	Not Allowed
10.1	Stamp duty shall be payable @ Rs. 70/- per thousand on security deposit if it is in the form of NSC/FDR and if it is in the form of cash it will be @ 125/- per thousand on thousand on security deposit . Till finalization of the special leave petition by the supreme court , Before execution of contract agreement , Tenderer will have to deposit the stamp duty of Rs. 100/- along with an affidavit " if an order shall be passed by supreme court in above Special Leave Petition in favour of Govt. then tenderer will have to deposit the balance stamp duty in addition to Rs. 100/- against the appropriate head of the deptt.	No	No	Not Allowed
10.2	Tenderer will ensure the genuineness of the stamp papers / stamps being utilized . It will be the responsibility of the party entering into agreement with the railway for its genuineness	No	No	Not Allowed
11	Care in Submission of Tender:	No	No	Not Allowed
11.1	(a)(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and 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.	No	No	Not Allowed
11.2	(a)(ii) Tenderers will examine the various provisions of The Central Goods and Services. Tax Act,2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act,2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. and as amended form time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by then is duly considered while quoting rates.	No	No	Not Allowed
11.3	(a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to Railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.	No	No	Not Allowed
11.4	(a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST for his/their bills under reverse charge mechanism(RCM) and deposit the same to the concerned authority.	No	No	Not Allowed

**Undertakings**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
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1	JPO:- North Eastern Railwav. NER/S&T JPO No.01/2024 Sub:- Joint Procedure Order for undertaking Earth Work/Digging work in the vicinity of Signaling, Electrical and Telecommunication Cables etc. Ref:- Railway Board L.No.2021/lelel5(2)13-Pt-I (3425647) dated 12.06.2023. This JPO shall be applicable to Construction Department, Open line, RVNL, IRCON, RITES. RE, State/Central Government Agencies/Organizations, Private Parties working in North- Eastern Railway Jurisdiction for Earth work/digging work in the vicinity of Signaling, Electrical & Telecommunication cables. This JPO shall supersede earlier instructions issued (if any) for NER in connection with undertaking Earth Work/Digging work in the vicinity of Signaling, Electrical and Telecommunication Cables etc.	No	No	Not Allowed
1.1	General	No	No	Not Allowed
1.1.1	For all new works, cable shifting should be a mandatory part of DPR and Estimate. For ongoing works, if required, separate work for cable shifting maybe sanctioned through contingency /supplementary /revised estimate, where provision does not exist. Cost of shifting of cables may be charged to sanctioned estimate and Executing Agency shall be conveyed charging of the same.	No	No	Not Allowed
1.1.2	Necessary utility mapping/ tracing shall be undertaken by Executive Department (Construction, Project, RVNL, IRCON, RE & Gati Shakti units etc.) to cater the requirement of project. All cables/utilities coming in way shall be shifted/protected before starting any excavation work.	No	No	Not Allowed
1.1.3	Engineering Department in consultation with S&T Department and Electrical Department of concerned Division shall give permission to the State Government Undertakings, National Highway Authority of India etc. for excavation work in the railway area./ near the railway track. In such cases, Executing agency shall approach in writing to Sr. DEN with a copy of application/request to Sr.DSTE and Sr.DEE. Immediately after receiving request from Executing agency, Sr.DSTE and Sr.DEE will conduct survey of the proposed locations of excavation work, if there is a need for cable shifting then its cost will be informed to Sr. DEN, and subsequently it shall be communicated to Executing Agency for inclusion of cable shifting cost in their estimate. Thereafter. Sr. DEN/C will grant permission to the Executing Agency with the condition that the excavation work should be carried out in the presence of the concerned open line railway staff of the S&T and Electrical Department.	No	No	Not Allowed
1.1.4	Contract lor utility shifting shall be awarded in advance for the excavation/earth work. The Scope may include shifting/removal of infringements including cables, signals, LC equipment, location boxes etc. and get the shifting done well in advance before start of excavation /earth work.	No	No	Not Allowed
1.1.5	In cases where it has already been decided jointly by Division (Sr.DSTE, Sr.DEE & Sr.DEN with the approval of ADRM) not to shift cables (due to any reasons), then protection of cable, shall be ensured by Executing Agency in consultation with nominated representative of Sr.DSTE/Sr.DEE.	No	No	Not Allowed
1.1.6	Any provision not covered in this JPO shall be decided based on the Telecom Circular 09.1.2023 issued from Railway Board vide letter under reference.	No	No	Not Allowed
1.1.7	It must be ensured that provisions contained in this JPO shall become part of future Tender Documents for such work within one month of issue of this JPO.	No	No	Not Allowed
1.2	Procedure of permission for undertaking works in vicinity of Earth/work/Digging work in the vicinity- of Signaling, Electrical and Telecommunication Cables etc.	No	No	Not Allowed
1.2.1	Cable route plan of all types of Cable must be made available block section wise on Railnet by Sr DSTE/Sr DEE (Nodal officer) of the Division. Regular updation of Cable route plan on Railnet must be ensured by Sr DSTE/Sr DEE. Executing agency / contractor may download these plans from Railnet(www.ner.indianrailways.gov.in > Divisions > S&T) or may obtain from Nodal Officer.	No	No	Not Allowed

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1.2.2	Executing agency/Official shall approach for permission in writing by submission of request in prescribed format (Annexure- 1 ) to Sr.DSTE/Sr.DEE(Nodal officer) at least 10 working days in advance. This request shall be communicated through MEMO or App or at designated Mobile number for this purpose.	No	No	Not Allowed
1.2.3	On receiving the request of permission from Executing Agency/official, caseshall be initially scrutinized for availability of Cable Route Plan. In cases, where cable route plan is not available at Railnet, nodal officers shall arrange to issue detailed cable route plan of requested section /area within 3 working days in pdf, gif etc. or any other agreed format (showing locations of cables at an interval of200 m for block section or 25 m in format (showing locations of cables at an interval of200 m for block section or 25 m in station yard or where there is change in alignment) to the Executing Agency/official on e-mail id mentioned in Annexure-I. Nodal officer (Sr.DSTE/Sr.DEE) shall immediately depute competent supervisors for joint inspection of the proposed site with Executing officials. Joint inspection shall be invariably completed within 10days of receipt of request. Nodal Officer shall also communicate to the Executing Agency in regard to joint inspection along with contact information of deputed Supervisors. In cases, where cable route plan is not available with nodal officer, this should be immediately informed to Executing Agency/official and in such cases joint inspection shall be done with Executing officials. Joint inspection shall be invariably completed within 10 days of receipt of request for permission. The cable route makers at site, suitable cable route tracer and, if required, by digging of cross trenches/cross pits and provide physical cable marking on the ground may be undertaken for this purpose. Digging of cross trenches/cross pits shall be arranged by the Executing agency. After ascertaining the cable route/ alignment, the representatives of Division and Executing Agency shall prepare and sign the joint inspection report.	No	No	Not Allowed
1.2.4	Based on the joint inspection report, permission request shall be finalized by Nodal officer within 10 working days and must be communicated to Executive Agency/official clearly mentioning the locations requiring supervision by S&T /Electrical supervisors. Also mentioning that other locations will not require any supervision. In absence of any intimation to Executive agency/official within stipulated time limit the permission of excavation/earthwork shall be deemed granted after 10 working days presuming that there are no cables in such stretches. Nodal Officer shall be also advised in writing on 11th working day that no response has been received from Nodal Officer against the request submitted and Executing Agency may start the works. Records of request /application from Executive agency and permission granted by Division shall be maintained by Nodal Officer. No change in working location is permitted without written permission of the nodal officer.	No	No	Not Allowed
1.2.5	For doing Engineering work in embankment or station area or Railway boundary, where no excavation (only earth filling) is involved, NOC will begiven after Joint Inspection of supervisors as mentioned above, within 10days of receipt of the letter of intention.	No	No	Not Allowed
1.2.6	Before allowing contractor for any work (earthwork, trenching, drain work, earthing, Horizontal directional drilling etc.) near the track/ in the vicinity of cables, the work Executing Agency (Like Dy CE/Con, Dy CSTE/Con, DyCEE/Con, Dy CSTE/Proj, Sr. DEN/Sr. DSTE/ Sr. DEE/ RVNL, IRCON, RE / GatiShakti units, State/Central govt. Agencies, Private Parties etc.) shall ensure that the permission had been granted by the Division to the contractor forthat stretch.	No	No	Not Allowed
1.3	Guidelines for Protection of Cables while doing the work in vicinity of Signaling, Electrical and Telecommunication Cables etc.	No	No	Not Allowed

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1.3.1	Concerned open line S&T/Electrical/P.Way supervisors of the section shall be informed by Executing Agency official for commencement of excavation work at least 3 days in advance and subsequently on everyday in writing the location of the work (through Memo or App or at mobile number designated by nodal officer for this purpose). S&T/Electrical supervisor shall verify the site marking and give a go ahead to executing agency for excavation in consultation with P.Way/Engineering supervisor including deputation of S&T/Electrical supervisor for supervision of the location mentioned in the permission within prescribed period of three days. Records of such request and permissions granted shall also be maintained in the office of Nodal Officer. In case of works where supervision is required Divisional supervisor will invariably arrange to depute a person to supervise the excavation work.	No	No	Not Allowed
1.3.2	Engineering control, S&T and Electrical Control shall keep all the information regarding any digging/earth work being done near the track. Engineering's and Electrical control shall exchange the information among them on regular basis and coordinate to ensure that no work is done in the vicinity of the track without proper permission. Executing agency should provide daily information on prescribed Performa as mentioned in Para 1.3.3.	No	No	Not Allowed
1.3.3	Daily information proforma 1. Date of work. 2. Section. 3. Block section 4. Location 5. Nature of work 6. Contractor 7. Name of supervisor 8. Authorized representative of Contractor.	No	No	Not Allowed
1.3.4	Normally earth work by contractor is done by mechanized earth moving machineries i.e. JCB Poclain /Spreader etc. However, if cables are present in the area i.e. Home signal to Home signal territory in station yard, earthwork(digging) to be done manually within 2 m of cable except in following cases: i) Cable has been traced & diverted. ii) Cable has been traced but not diverted in such case earthwork with machine to be done in supervision/presence of S&T and Electrical supervisor. Such cable diversion work shall be done by S&T/Electrical wing of the Executing Agency under supervision of representatives of Nodal Officers.	No	No	Not Allowed
1.3.5	In case of minor works such as foundation work for Bridges, ROB's, FOB's, RUB work, Drain works etc., the executing Contractor shall be advised to takeout the cables (if extra loop length is available) carefully in the presence of supervisors of nodal officers and place it properly alongside at a safe location in separate trench before starting the earth work. Further, till such time these cables are in exposed condition, they will be guarded by executing agency to avoid theft and damage. The time for keeping cables in exposed condition should preferably be limited to one month. Where extra loop length of cable(s) is not available, cables shall have to be shifted by executing agency enclose coordination /supervision of open line S&T/Electrical Deptt.	No	No	Not Allowed
1.3.6	At each excavation site, Executing Agency shall keep at least one Cable Route Tracer and one Cable Fault Locator to reduce the time taken to locate the fault in case of cable cuts.	No	No	Not Allowed
1.3.7	To minimize the adverse impact of cable cuts on safety and punctuality, executing agency shall always keep skilled manpower and materials in readiness for ensuring expeditious restoration of cable cuts under supervision of Divisional officials.	No	No	Not Allowed
1.3.8	The concerned SE (P.Way/Works/Sig/Tele/RCIL) supervising the earthwork/excavation work shall ensure that apart from cables, existing emergency sockets are not damaged as emergency sockets are essential for providing communication during accident/ emergency.	No	No	Not Allowed
1.4	Procedure of Imposing Penalty for Cable Cut/Damage Cases.	No	No	Not Allowed

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1.4.1	In case of any cable cut during the working, It will be the responsibility of work Executing Agency to inform concerned S&T/Electrical officials without any delay through concerned supervisor. Executing agency shall extend all possible support by deploying manpower/machines for identifying cable cut location/making pits etc. to ensure prompt action and early restoration. Any effort of hiding/running away from the site will be viewed seriously, and additional penalty may be levied as per provisions of contract in place under which the work is being carried out.	No	No	Not Allowed
1.4.2	Penalty should be levied on the contractor when they worked without permission or resort to careless working without making arrangement for protecting cables and other utilities. Penalty to be imposed for damages to cable shall be as under: Type of damaged cable Penalty amount per location Quad cable only/signaling cable: Rs 1.00 lakh Only OFC : Rs.1 .25 lakh OFC and Quad both : Rs. 1.50 lakh Electrical cable : Rs. 1.00 lakh	No	No	Not Allowed
1.4.3	Penalty shall not be levied in following cases: (i) Contractor has ensured compliance as per Para 1.3 of this JPO. (ii) Cable Route Plan for the section is not provided	No	No	Not Allowed
1.4.4	For each cable cut/damage case, a Joint report shall be made in prescribed format (Annexure-II of this JPO), on the same day by supervisors of concerned departments i.e. open line S&T/Electrical (as the case may be) and Supervisor of concerned Executing Agency. Concerned Supervisors must ensure that specific remarks/comments about the various issues /items mentioned in Para 5.4.3(above) of this JPO are covered in Joint Note. Joint Note shall be the basis of levying penalty and fixing responsibility.	No	No	Not Allowed
1.4.5	Joint Report duly signed by concerned supervisors (Engineering, Electrical, S&T and RPF department) in prescribed format (Annexure-II of this JPO) should be submitted to respective Sr DSTE/Sr.DEE. Joint Note shall be forward by Sr DSTE/Sr.DEE to the Executive in charge of the work. Executive in-charge of the work should act and decide on the cable cut case within 15 days under information to Sr DSTE/Sr.DEE.	No	No	Not Allowed
1.4.6	Within one month of the notice of imposition of penalty, the contractor can appeal against the penalty to the ADRM of the concerned Division for the cases other than the construction unit. For Construction/Project works CE/(Con)/CSTE(Proj)/CEE(Proj) shall be the appellate authority. Decision of ADRM/ CE (Con)/CSTE(Proj)/CEE(Proj) shall be final and binding upon both the parties. The appeal must be disposed of by competent authority preferably, within 15 days after receipt of appeal.	No	No	Not Allowed
1.4.7	Necessary debit in this regard shall be raised on the department undertaking the work who shall in turn levy the penalty on the defaulting contractor. The mode of recovery of penalty shall be (a) From latest running bills, in case of working contractor under Railway, (b) In form of demand Draft/Banker's Cheque payable in case of state/Central Govt. agencies and private Parties. The recoveries shall be based on amount mentioned in the Joint report and to be recovered after disposal of appeal by ADRM(For Divisional work) (if any) and for construction work concerned CE/(Con)/ CSTE(Proj.) CEE(Proj). S&T department shall raise the debits in case of damages to OFC or Quad or Signaling cable and Electrical department shall raise the debits in case of damages to Electrical cable.	No	No	Not Allowed
1.4.8	In cases, cable is damaged due to negligence of Railway Supervisor(s), action shall be taken against them by concerned controlling authority.	No	No	Not Allowed
1.4.9	Railways will not lodge FIR with RPF in cases works being executed by authorized contractors of Railways who have been duly permitted to execute the works.	No	No	Not Allowed
1.4.10	Monthly records of the action taken on the basis of Joint Note for recovery of penalty from the concerned Executing Agency should be kept in the Divisions.	No	No	Not Allowed

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2	The amount as stipulated in tender document is herewith forwarded as Earnest Money/ Bid Security. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our tender is accepted and if :- I/We do not submit the Performance Guarantee within the time specified in the Tender document; (b)I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and (c)I/We do not commence the work within fifteen days after receipt of orders to that effect.	No	No	Not Allowed
3	I/We have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/we have also agreed to 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 and in default thereof. I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do work for North Eastern Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within the period of completion stipulated in the tender document, from the date of issue of letter of acceptance of the tender.	No	No	Not Allowed
4	I/We have read the various conditions attached/ referred to in this tender document and agree to abide by the said conditions.	No	No	Not Allowed
5	I/We also hereby agree to abide by the INDIAN RAILWAYS STANDARD GENERAL CONDITION OF CONTRACT 2022, with all correction slip up to date and to carry out the work according to the Special Condition of Contract and Specifications of material and works as laid down by Railway in the annexed Special Condition/Specifications, Schedule of Rates with all correction slips up to date for the present contract.	No	No	Not Allowed
6	Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.	No	No	Not Allowed
7	I/We hereby Confirm that the rates, rebates and/or other financial terms, if any, quoted by us in the relevant fields of the Financial BID Page will only be the ruling terms for deciding the inter se ranking, and any such condition having financial repercussions, if quoted by us anywhere else including attached documents shall not be considered for deciding inter se ranking. However, Railways shall have the right to incorporate any such condition quoted by us, in the contract, at their discretion, if contract placed on us.	No	No	Not Allowed
8	I/We have visited the works site and I/We am/are aware of the site condition.	No	No	Not Allowed

**6. Documents attached with tender**

S.No.	Document Name	Document Description
1	TermsConditions.pdf	Terms Conditions

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:** VAIBHAV SRIVASTAVA

**Designation :** Sr.DSTE/LJN