

**C.WSHOP-GKP-MECHANICAL/NORTH EASTERN RLY
TENDER DOCUMENT**

Tender No: 03-GKP-MWS-2026-27-1

Closing Date/Time: 06/07/2026 11:00

Dy. CME/Plant acting for and on behalf of The President of India invites E-Tenders against Tender No **03-GKP-MWS-2026-27-1** Closing Date/Time 06/07/2026 11:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

1. NIT HEADER

Name of Work	DPT of LHB, ICF and MEMU bogie frames at Mechanical Workshop, Gorakhpur.		
Bidding type	Normal Tender		
Tender Type	Open	Bidding System	Single Packet System
Tender Closing Date Time	06/07/2026 11:00	Date Time Of Uploading Tender	13/06/2026 11:33
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	2400252.00	Tendering Section	TENDER CEL
Bidding Style	Single Rate for Each Schedule Item	Bidding Unit	
Earnest Money (Rs.)	48000.00	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	22/06/2026		
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	Capital (WMS)

2. SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule () 01-Dye Penetrant Test of LHB, ICF including MEMU and Tower Wagon Bogie frames at Mechanical Workshop, Gorakhpur (Including GST @ 18%).							2400252.00	
01	001	5756.00	Numbers	417.00	2400252.00	AT Par	2400252.00	Rs.
Description:- Cost for Dye Penetrant Test of LHB, ICF including MEMU and Tower Wagon Bogie frames as per scope of work.								

3. ITEM BREAKUP

No item break up added

4. ELIGIBILITY CONDITIONS

5. COMPLIANCE

Check Lst

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Whether Power of Attorney has been uploaded, wherever it is necessary?	No	No	Not Allowed
2	Whether Annexure V(A) has been uploaded, wherever it is necessary?	No	No	Not Allowed
3	Whether the GSTIN registration certificate has been uploaded?	No	No	Not Allowed
4	Whether the documents related to sole proprietorship, Partnership firm, Company/Co-operative society etc. has been uploaded?	No	No	Not Allowed
5	Whether the documents related to Bank details has been uploaded?	No	No	Not Allowed

Commercial-Compliance

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S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Wherever required Bank Guarantee submitted for Bid Security (EMD) at the time of Bid must be in the format attached in the Tender document (SFMS BG Bond).	No	No	Allowed (Mandatory)
2	As per Railway board Letter No.-2025/F(X)-II/10/14, dated: 17.10.2025 the B.G. bond submitted by contractors/bidders are issued via SFMS (Please refer GCC-April-2022, Annexure -VIA).	No	No	Allowed (Mandatory)
3	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 certificate by the bidder shall result in summarily rejection of his/their bid. (As per advance correction slip No.-2, dated:13.12.2022).	No	No	Allowed (Mandatory)
4	Wherever required Power of Attorney submitted at the time of Bid must be in the format attached in the Tender document.	No	No	Allowed (Mandatory)
5	Please Submit your bank details as per Proforma-VII of ANNEXURE-II.	No	No	Allowed (Mandatory)
6	All the bidders/tenders should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Law.(Please upload certificate of GSTIN registration)	No	No	Allowed (Mandatory)
7	At the time of submission of bid, if you have any special condition then upload in scanned PDF copy. However , The Railway shall have the right to incorporate any such condition quoted by Tenderer, in the contract, at its discretion.	No	No	Allowed (Optional)
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	As per Tender form (Second Sheet) Para-15 of GCC April 2022 (Page 19)- The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) /registered society / registered trust / HUF / LLP etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected. A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required	No	No	Allowed (Mandatory)

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9.1	<p>As per Tender form (Second Sheet) Para-14 of GCC April 2022 - 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 etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.(ii) Following documents shall be submitted by the tenderer:- (a)Sole Proprietorship Firm:- (i) All documents in terms of Para 10 of the Tender Form (second sheet) above.(b) HUF: (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of Karta of Hindu Undivided Family (HUF) and he has the authority,power and consent given by other members to act on behalf of HUF.(ii)All documents in terms of Para 10 of the Tender Form (second sheet) above.(c) Partnership Firm: (i)All documents as mentioned in para 18 of the Tender form (second sheet). (d) Joint Venture: All documents as mentioned in Para 17 of the Tender Form (second sheet). (e)Company registered under Companies Act-2013: (i)The copies of MOA (Memorandum of Association)/AOA (Articles of Association) of the company; (ii) A copy of Certificate of Incorporation (iii)A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.(iv)All other documents in terms Para 10 of the Tender Form (second sheet) above. LLP (Limited Liability Partnership)Firm: (i) a copy of LLP Agreement, (ii) a copy of Certificate of Incorporation; and (iii) a copy of Power of Attorney/Authorisation issued by the LLP Firm in favour of the individual to sign the tender on behalf of the LLP Firm and create liability against the LLP. (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by the 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 GCC(g) Registered Society & Registered Trust: (i) a copy of the Certificate of Registration, (ii)A copy of MOA of society/Trust Deed (iii) a copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust. (iv) A copy of Rules & regulations of the society (v) All other documents in terms of Para 10 of the Tender Form (second sheet) above.</p>	No	No	Allowed (Mandatory)
9.1.1	<p>(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender. (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railways record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted. (v) A tender from JV shall be considered only where permissible as per the tender conditions. (vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.</p>	No	No	Allowed (Optional)

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9.2	<p>Employment/Partnership Etc. Of Retired Railway Employees : (a) Should a tenderer (i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, or (ii) should a tenderer being partnership firm /company / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazette 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 gazette 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 gazette 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 maybe from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. (b) In case, upon successful award of contract, should a tenderer deputee for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazette 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 tender will ensure that retired Engineer or retired gazette 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 possess the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tender. (c) Should a tenderer or contractor being an individual, have members 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 tender at the time of submission of tender, will inform the authority inviting tenders the details of such persons. Note:- If information as required as per 16. a), b) 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.</p>	No	No	Allowed (Optional)
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10	<p>Bid Security (Page 4 of GCC April 2022 with all correction slip up to date): (1)(a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under: Value of the Work Bid Security For works estimated to cost up to 1 crore 2% of the estimated cost of the work For works estimated to cost more than 1 crore 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond 1 crore subject to a maximum of 1 crore Note: (i) The Bid Security shall be rounded off to the nearest 100. This Bid Security shall be applicable for all modes of tendering. (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above. (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above. (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway. (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon. (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA and shall be valid for a period of 90 days beyond the bid validity period.</p>	No	No	Allowed (Optional)
10.1	<p>(3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured: i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender. ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date 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 Authority 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.</p>	No	No	Allowed (Optional)

General Instructions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The contract shall be governed by the provision of INDIAN RAILWAY STANDARD GENERAL CONDITION OF CONTRACT April 2022 edition with up to date corrections thereto.	No	No	Not Allowed

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2	The following documents form part of Tender / Contract : (a) Tender Document (b) Scope of work (enclosed)(c)Standard General Conditions of Contract, April 2022 (enclosed) and Standard Specifications for Materials and Works of Indian Railway as amended/corrected upto latest Correction Slips, copies of which can be seen in the office of Chief Workshop Manager, N.E Railway, Gorakhpur on payment of prescribed charges. (d) Schedule of Rates as amended/ corrected upto latest Correction Slips, copies of which can be seen in the office of Chief Workshop Manager, N.E Railway, Gorakhpur on payment of prescribed charges. (e) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.	No	No	Not Allowed
3	The Drawing for the work can be seen in the office of the The drawings (if applicable)for the works can be seen in the Office of Chief Workshop Manager, N.E Railway, Gorakhpur at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.	No	No	Not Allowed
4	The quantities shown in the Schedule are given as a guide and are approximate only and are subject to variation according to the needs of Railway. The Railway does not guarantee work under each item of the Schedule. Railway reserves the right to increase or decrease or to delete any of the items in the schedule.	No	No	Not Allowed
5	The works are required to be completed within the specified period in NIT HEADER from the date of issue of acceptance letter.	No	No	Not Allowed
6	Tenderer's Credentials: Documents testifying tenderer's previous experience and financial status should be uploaded alongwith the tender or produced when desired by competent authority of the Railway. Tenderer(s) should submit his/their offer alongwith his / their credentials to establish: (i) His capacity to carry out the works satisfactorily. (ii) His financial status supported by Bank reference and other documents. (iii) Certificates duly attested and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.	No	No	Not Allowed
7	Inspection of site before tendering: The Tenderers are advised in their own interest to visit/examine all the sites of works and surroundings, availability of working space and its constraints, availability of all materials and labour including water for the work before submission of their bid/offer. They may obtain, for themselves on their own all the relevant information that is necessary for preparation of bid/offer and entering into the contract. The cost of visiting the sites shall be borne by the Tenderers. Railway will provide necessary guidance to enable Tenderers to reach the sites and inspect the sites for their work. However, Railway will not be held responsible for any loss or damage to property, personal injury to the agent or staff of the Tenderer or costs and expenditure incurred as result of such visits.	No	No	Not Allowed
8	Tenderers Special Conditions: The Tenderer should normally not stipulate any special conditions while submitting his tender in a manner not acceptable to The Chief Workshop Manager, N.E Railway, Gorakhpur. In such an eventuality, Railway reserves the right to summarily reject such tenders without assigning any reasons whatsoever. The Tenderer should submit his tender in full conformity with the tender conditions of N.E. Railway, Gorakhpur.	No	No	Not Allowed
9	Other information and scope of work are enclosed in Documents attached with tender. On difference between current rules of GCC and special conditions i.e scope of work, terms & conditions mentioned in tender document latter will be prevailed.	No	No	Not Allowed
10	It is responsibility of the tenderer that they ensure to see any corrigendum of the tender to check the corrigendum on the website from time to time.	No	No	Not Allowed

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11	Care In Submission Of Tenders: a(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer. a(ii)Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective states its State Goods and Services Tax Act, 2017(SGST)also, as notified by Central/ State Govt. As amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates. a(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with the other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment will be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority. a(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/ their bills under reversed charge mechanism (RCM)and deposit the same to the concerned tax authority	No	No	Not Allowed
12	Execution Of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Works Manager, Mechanical Workshop, N.E Railway, Gorakhpur for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Specification for work and materials of Railway as amended/corrected upto latest Correction Slips, mentioned in this tender as per Annexure-IV of April 2022with all correction slip up to date.	No	No	Not Allowed
13	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 thereunder.	No	No	Not Allowed
14	In case of any wrong information submitted by tenderer, the contract shall be terminated, Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railways for 2 (two) years.	No	No	Not Allowed
15	Bid Security:- The tender must be accompanied by the specified sum of Bid Security mentioned in NIT HEADER deposited in the forms available on IREPS.	No	No	Not Allowed

Special Conditions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Wherever Required Tenderer will keep the record and provide the details in the format of Form 16 (Nomination Form) of workers, Form-26 (Certificate of Fitness), Form-27 (Health Register), Form 15 (Leave Book), Form 14 (Leave with Wage Register) and Form 10 (Over Time Register) under Uttar Pradesh Factory Rules 1950, for those employed under the contract.	No	No	Not Allowed
2	USE OF MATERIALS SECURED WITH GOVERNMENT ASSISTANCE	No	No	Not Allowed

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2.1	The Railway shall not supply from its own quota to the contractors controlled or imported commodities. Assistance will, however, be given by recommending to appropriate authorities on contractor's application for issue of import licences and release of controlled commodities if the Engineer is satisfied that this material is actually required by the contractors for carrying out the work and is not available in the country.	No	No	Not Allowed
2.2	Where any raw materials for the execution of the contract are procured with the assistance of Government either by issue from Government, stocks or purchases under arrangements made or permit(s) or license(s) issued by the Government, the Contractor shall hold the materials as trustee for the Government and use such materials economically and solely for the purpose of the contract against which they are issued and not dispose off them without permission of the Government and return, if required by the Government, all surplus or unserviceable materials that may be left by him after completion of the contract or at its termination for any reason whatsoever on his being paid such price as Government may fix with due regard to the condition of the materials. The freight charges for the return of the materials according to the direction of the purchaser shall be borne by the contractor, in the event of contract being cancelled for any default on his part. The decision of Government shall be final and conclusive.	No	No	Not Allowed
2.3	In the event of a breach of the aforesaid conditions, the contractor shall in addition to throwing himself open to action for contravention of terms of the license(s) or the permit(s) and/or for original breach of trust be liable to account to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.	No	No	Not Allowed
3	HIRE OF PLANT & MACHINERY AND OTHER FACILITIES	No	No	Not Allowed
3.1	The contractor shall make his own arrangements for all plants and machinery, other facilities, equipments, tools including spare parts, fuel and consumable stores, and all labour required to ensure efficient methodical execution of the work. The rates quoted and accepted shall be deemed to be inclusive of all charges of such items.	No	No	Not Allowed
3.2	On the contractor's request the Railway may, however, give on hire plant and machinery/other facilities, equipment and tools, if available spare with the Railway, without any commitment on the part of the Railway to do so, in such case, the hire charges for plant and machinery per annum will be calculated to cover interest, ordinary repairs and maintenance charges at 5%, special repairs and maintenance charges at 10%, depreciation charges as per extant rules of the Railway, and an additional 10% on the total of these four above, on the cost of the Plants & Machinery, which will be the present day market value plus freight and other incidental charges increased by 12.5% supervision charges.	No	No	Not Allowed
3.3	Hire charges for items other than plant & machinery, which do not require any form of repair and maintenance, shall only take into account interest on capital, depreciation and an additional 10% on these two.	No	No	Not Allowed
3.4	The hire charges per day shall be arrived at by dividing the annual hire charges by 250, which shall be assumed to be the number of working days in a year for this purpose only. These hire charges will be payable from the day the plant is handed over to the day it is returned to the Railway administration. If, however, during this period the plant remains out of order for reasons beyond the control of the contractor, or is withdrawn for periodic overhaul or any repairs, such periods shall not be counted for levy of hire charges. The contractor shall enter into a separate agreement in this respect and the terms and conditions as per the agreement will be final and binding on the contractor.	No	No	Not Allowed

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3.5	In the event of a plant or equipment or facility given on hire to the contractor not being returned to the Railway administration in a reasonably goods working order/depreciation that it would have suffered for the period of hire, the Railway shall treat the plant/facility as on sale, as per extant orders of the Railway, from the date it was initially given on hire, withdrawing the hire terms and charges.	No	No	Not Allowed
4	HANDING OVER OF SITE: The site will be handed over to the contractor/authorized representative after reporting from the contractor's side. It will not be binding on the Railway to hand over full site at a time in the starting to the contractor, but the site will be handed over to the contractor commensurate with the progress of the work. A note of handing over of site to the contractor in addition to entry in the site order book will be prepared duly signed by the Railway and Contractor's representative and submitted to the Engineer In-charge.	No	No	Not Allowed
5	WORKING HOURS: The contractor's attention is drawn to clause 23 of the General Conditions of Contract which stipulates that he shall not carry out any work between sunset and sunrise without the previous permission of the Engineer. However, on receipt of request in writing by the contractor, the Engineer may grant permission for doing works after sunset if he is satisfied that the contractor arrangements for so doing the work will ensure quality and workmanship and will also ensure safety of workmen and structures. The contractor will be primarily responsible to fulfill these conditions during the execution of works. Working Hours are as under Monday to Friday 8:00 to 17:00 Saturday 8:00 to 13:30 or specified in Scope of work (On all working days except Sunday & Holiday.)	No	No	Not Allowed
6	THE CONTRACTOR SHALL EMPLOY THE FOLLOWING TECHNICAL STAFF DURING THE EXECUTION OF THE WORK: i) At least one graduate engineer when the cost of the work to be executed is Rs.200 Lakhs and above. ii) At least one qualified diploma holder when the cost of the work to be executed is more than Rs.25 Lakhs, but less than Rs.200 Lakhs. Technical staff should be available at site whenever required by the Engineer-in-charge to take instructions. In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay an amount of Rs.40000/- in case of graduate engineer and Rs.25000/- in case of diploma holder for each month or part of month of default.	No	No	Not Allowed
6.1	The contractor will provide one supervisor as per Clause 26.1 of GCC who will supervise the work being executed by the contractor as well as will have to coordinate with Railway administration/person nominated by railway administration when ever necessary.	No	No	Not Allowed

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7	<p>WAGES TO LABOUR: The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made thereunder in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract. PROVISION OF PAYMENT OF WAGES ACT & CONTRACT LABOUR (REGULATION & ABOLITION ACT): The contractor shall comply with the provisions (i) The payment of Wages Act-1936 and the rules made there under (ii) The EPF & M.P Act 1952 and allied scheme framed there under and (iii) The Contract Labour (Regulation and Abolition) Act, 1970 & the Contract Labour (Regulation and Abolition) Rules, 1971 as modified from time to time, where ever applicable in respect of all employees directly or through petty contractor, sub-contractor employed by him in the works and shall also indemnify the Railway from and against any claim under the aforesaid Acts and the Rules. a.The payment to the contract labourers should be made through bank/cheque. b.Identity Card should be issued to all contract workers. c.Necessary steps should be taken to deduct Provident Fund from the payment made to the contract labour and ensure that the same is credited to their Provident Fund account. d.Medical facilities from ESI, if applicable. Note:- The proof of his contribution in PF & ESI of his employed workers shall have to be submitted with every bill.</p>	No	No	Not Allowed
7.1	A certificate will provide by firm with every bill as per specimen 'labour law compliance certificate' in document attached with tender.	No	No	Not Allowed
8	<p>VARIATION IN QUANTITY: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.In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates: A)Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender; B)Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender; C)Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender. D)Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value. (As per Clause of 42.(2) of GCC-2022 with all correction slip up to date).</p>	No	No	Not Allowed
9	<p>UNFORESEEN ITEMS OF WORK: If in the course of work, any unforeseen items of work not already covered by the schedule of items in schedule are required to be done, the rate for the same shall be fixed by mutual agreement based on similar or corresponding of combination of items of work available in the said offer sheet, depending on the nature and specification of the work involved or by any other procedure mutually agreed upon. The rates derived will be subject to the percentage increased/decreased as per the items specifically provided for in the offer sheet However if the work is entirely of different nature, the rates to be paid shall be fixed through work study/Rate analysis for a representative portion of work when a reasonable rate of progress has been established for (i) direct material (ii) direct labour (iii) Hire charges for major plant and machineries (iv) supervision charges i.e. 12 ½% which includes the most of minor tools, plants and establishment, supervision, etc on items (i), (ii) and (iii) The rate thus arrived at will be enhanced by 10% to cover the contractors profit.</p>	No	No	Not Allowed

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10	ALTERNATIVE DUE TO REJECTED WORK: In the event of any sub-structure /super-structure/part of work are abandoned on account of rejection by the Railway, the extra cost involved in providing further alternative arrangements shall be borne by the contractor. The rates offered shall be deemed to have provided for this contingency.	No	No	Not Allowed
11	PERMIT OR PARWANA: The contractor will at his own expense obtain such permits or parwana from whomsoever necessary for carrying out work or for any other purpose as may be necessary to enable him to perform his part of the contract. The Railway will not under any circumstances be liable to obtain any permit or parwana whatsoever, for the contractor.	No	No	Not Allowed
12	STORAGE OF INFLAMMABLE ARTICLES: No inflammable materials, such as petroleum oil etc. within the meaning of the Indian Petroleum Act and Indian Explosives Act shall be stored at site or adjacent land until the approval of the Railway and necessary license under the Act has been obtained by the Contractor. All due precautions as required under the Act shall be taken by the contractor.	No	No	Not Allowed
13	SAFE WORK METHODS: The Contractor shall at all times, adopt such safe methods of working as will ensure safety of structures, equipment and labour, safety rules that should be adhered to are given as guidelines in safety procedure orders of Gorakhpur Workshop and also as mentioned under safety rules in documents attached with tender. If at any time, the Railway finds the safety arrangements inadequate or unsafe, the Contractor shall take immediate corrective action as directed by the Railway representative at site. Any directions in the matter shall in no way absolve the Contractor of his sole responsibility to adopt safe working methods. The contractor is responsible for providing skilled personnel and adequate expert supervision so as to ensure complete safety.	No	No	Not Allowed
14	FIRST-AID: The contractor shall maintain in a readily accessible place first-aid appliance including adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.	No	No	Not Allowed
15	DAMAGE, ACCIDENTS OR FLOODS OR TIDES: The contractor shall take all precautions against damages from accidents, floods or tide. No compensation will be allowed to the contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The contractor shall be liable to make good the damages to any structure or part of a structure, plant or material of every description belonging to the Railway Administration, lost or damaged by any cause during the course of contractor's work. The Railway Administration will not be liable to pay to the contractor any charges for rectification or repairs to any damage which may have occurred from any cause whatsoever, to any part of the new structures during construction. No claims in this regard will be arbitrable.	No	No	Not Allowed
16	EMERGENCY WORK: In the event of any accident or failure occurring in, on or about the work or arising out of on in connection with the construction, completion or maintenance of the work, which in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or any other agency to execute or partly execute the necessary work or carry out repairs if the Engineer considers that the Contractor is not in a position to do so in time, and charge the cost thereon, as to be determined by the Chief Workshop Manager, Mech. Workshop, N.E. Railway, Gorakhpur to the Contractor.	No	No	Not Allowed
17	HANDING OVER OF WORK: In addition to what has been stipulated in Clause 40 of General Condition of Contract, it is made clear that all the works and materials before being finally taken over by Railways will be entirely liability of the contractor for guarding maintaining and making good any damages of any magnitude. It is however understood that before taking over such work Railways will not put it to its regular use as distinct from casual or incidental one except as specially mentioned elsewhere in this contract of mutually agreed to.	No	No	Not Allowed

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18	PRICE VARIATION CLAUSE (PVC): Price variation clause of GCC will not apply to this tender.	No	No	Not Allowed
19	JOINT VENTURE CLAUSE: Joint venture clause of GCC will not apply to this tender.	No	No	Not Allowed
20	GST & Rates: All the bidders/tenderers should ensure GST compliance and their quoted tax structure/rates are as per GST law. Rates should be inclusive of all taxes.	No	No	Not Allowed
21	NAME OF SUB-CONTRACTOR (IF ANY): Contractor may associate sub-contractors of repute for doing specialized works with the explicit approval of the Chief Workshop Manager, N.E. Railway, Mech. Workshop, Gorakhpur. This has to be spelt out at the time of tendering. If further changes are required at later date, this has got to be approved by the Chief Workshop Manager, N.E. Railway, Mech. Workshop, Gorakhpur. Such consent if given shall not however relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of the sub-contractor, his agent, servants or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents, servants or workmen, provided always that provision of labour on a piece work basis shall not be deemed to be a sub contract under this clause. All payments by the Railways shall be made only to the principal contractor. The tenderer/s must specify and furnish (if not already complied with) the names of consultants and/or agencies proposed to be associated during construction, at the time of tendering itself and no change either in the designated consultants/associates agencies for construction, shall be permitted, in the event of the work being allotted to him/them, without prior approval of the Railways.	No	No	Not Allowed
22	SECURITY DEPOSIT: The Security deposit shall be 5% of the contract value. The Bid Security submitted by the contractor with his tender will be retained/encashed by the Railways as part of Security for the due and faithful fulfillment of the 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. (As per para 16 (1) of GCC April 2022 with all correction slip up to date).	No	No	Not Allowed
23	PERFORMANCE GUARANTEE: The successful bidder shall submit the Performance Guarantee (PG), amounting to 5% of the original contract value as per clause 16(4) of Standard General Condition of Contract, April 2022 with all correction slip up to date.	No	No	Not Allowed
23.1	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

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24	SPECIAL CONDITIONS FOR ISSUE OF IDENTITY CARDS BY CONTRACTORS: The contractor is bound to issue identity card to each and every person employed by him and deployed for execution of the contract work as per the prescribed format provided as Annexure-V in this tender document, at his cost. Failure on the part of the contractor to issue identity cards to their employees will be treated as breach of contract conditions and therefore will be dealt as per Clause No.62 (VII) of GCC. It is mandatory on the part of every employee, deployed by the contractor to keep in his possession, the identity card, issued by the contractor throughout the execution of the work. Failure to possess such identity will be treated as unauthorized presence in the Railway premises. Such persons shall be liable for prosecution as per law. It is mandatory for the contractors to submit the list of the employees issued with the identity cards and deployed for execution of the particular contract, to the Railway's Engineer at site before commencement of the work and also for any subsequent changes made during the execution of the work. No claims whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.	No	No	Not Allowed
24.1	The contractor will submit the employee verification along with photo and address proof by Police of all employees deputed by him for this contract by firm before commencing of work.	No	No	Not Allowed
24.2	The contractor will submit medical certificate of all employee deputed by him which is certified by District Hospital/Railway Hospital. This certificate provide by contractor for this contract before commencement of work.	No	No	Not Allowed
25	Letter of credit (L.C.)option for payment is available to the contractor as per Railway Board Letter No. 2018/CE-I/CT/9 Dated 04.06.2018	No	No	Not Allowed
26	The contractor will ensure the compliance of Railway Board L/No. 2018/CE-I/CT/4, Dated 17.10.2018.	No	No	Not Allowed
27	A.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 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 on 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 LOAs issued in his favour. (c)The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LOA)/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 & payment made there of after each wage period. B.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

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28	The efficacy of the this contract may be reviewed during mid-term of the currency and quarterly thereafter by the Executive and results will be put up for decision of the accepting authority to continue the contract. If performance is not up to the mark action on forecloser of contract may be taken by Railway.	No	No	Not Allowed
29	Once the tender has been submitted, the constitution of the firm shall not 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 Bid Security 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. 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
30	The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The Bid Security submitted in the name of any individual partner or in the name of authorized partner(s) shall not be considered.	No	No	Not Allowed

Undertakings

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	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 this tender open for acceptance for a period of 60 days from the date fixed for opening the same and in default thereof, then necessary action can be taken against me as per GCC April 2022 with all correction slip up to date.	No	No	Not Allowed
2	I/We also hereby agree to abide by the INDIAN RAILWAYS STANDARD GENERAL CONDITION OF CONTRACT, April 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
3	I/We understand and accept that if :- (a)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 (b)I/We do not commence the work within fifteen days after receipt of orders to that effect then necessary action can be taken against me as per GCC April 2022with all correction slip up to date.	No	No	Not Allowed
4	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

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5	I/We hereby solemnly declare that I/We visited the sites of work personally and have made myself/ourselves fully conversant of the conditions therein. I/We have quoted my/our rates for various items in the tender schedule taking into account all the above factors also.	No	No	Not Allowed
6	I/We have carefully gone through the Scope of work/ specifications, special conditions, penalty clauses, schedule of rates and quantities attached/ referred hereto and agree to abide by the said conditions.	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 hereby certify that no retired Engineer/Gazetted Officer of the Railways who has retired within 2 years of date of submission of tender and has not obtained permission of competent authority has been engaged by me/our firm.	No	No	Not Allowed
9	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. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us. 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.	No	No	Not Allowed
10	I/We understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false 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 two year on entire IR. Further, I/We and all my/our constituents understand that my/our offer shall be summarily rejected.	No	No	Not Allowed
11	I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/SD and performance guarantee besides any other action provided in the contract including banning of business for two year on entire IR.	No	No	Not Allowed

6. Documents attached with tender

S.No.	Document Name	Document Description
1	SOWOFDPTONBOGIEFRAME_1.pdf	Scope of work
2	CorrectionSlipNo.1_2.pdf	GCC Correction slip no 1
3	AnnexureVIB_1.pdf	Minimum Average Annual Contractual Turnover
4	GCC_April-2022correcteduptodate.pdf	Indian Railways Standard General Coditions of Cotract April 2022
5	AdvanceCorrectionSlipNo10.pdf	GCC Correction slip no 10
6	AdvanceCorrectionSlipNo11.pdf	GCC Correction slip no 11
7	UPFactoryActs1950Forms.pdf	UP Factory act
8	SFMSBGBOND-2.pdf	SFMS BG Bond
9	proformaforPowerofattorney.pdf	proforma for POA
10	CorrectionSlipNo.3.pdf	GCC Correction slip no 3
11	CorrectionSlipNo.2.pdf	GCC Correction slip no 2
12	GCCCorrectionslipno7_1.pdf	GCC Correction slip no 7
13	GCCApril-2022AdvanceCorrectionSlipNo_8ACS-8.pdf	GCC Correction slip no 8
14	CorrectionSlipNo.4.pdf	GCC Correction slip no 4

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15	GCCCorrectionSlipNo6.pdf	GCC Correction slip no 6
16	AnnexureVA.pdf	Annexure V A of GCC
17	ClarificationregardingAnnexure-V.pdf	Clarification regarding Annexure -V
18	Policeverificationletter.pdf	Police Verification
19	Annexure-A.pdf	Annexure-A
20	ACS-9.pdf	GCC Correction slip no 9
21	CorrectionSlipNo.5.pdf	GCC Correction slip no 5
22	AnnexureItoV_3.pdf	Annexure I to V
23	labourlawcompliancencertificate.pdf	labour law complaince certificate
24	SafetyRule_2.pdf	Safety Rule

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: HAFIZUR REHMAN KHAN

Designation : Dy.CME/PLANT/MWS