

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

Tender No: DEN-MWS-2026-06

Closing Date/Time: 13/07/2026 11:00

DEN acting for and on behalf of The President of India invites E-Tenders against Tender No **DEN-MWS-2026-06** Closing Date/Time 13/07/2026 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	Mechanical Workshop- Carrying out Zone No. 9 C area mechanical workshop & Store Depot. for Maintenance of all work of sheds etc. for Period ending 30.06.2027		
Bidding type	Normal Tender		
Tender Type	Open	Bidding System	Single Packet System
Tender Closing Date Time	13/07/2026 11:00	Date Time Of Uploading Tender	10/06/2026 10:53
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	11300409.00	Tendering Section	ENGG.
Bidding Style	Single Rate for Each Schedule Item	Bidding Unit	
Earnest Money (Rs.)	226000.00	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	29/06/2026		
Are JV allowed to bid	No	Number of JV Member Allowed	0
Are Consortium allowed to bid	No	Number of Consortium Member Allowed	0
Ranking Order For Bids	Lowest to Highest	Expenditure Type	Revenue

2. SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule () A-CPWD DSR-2021							8650000.00	
1	Lump Sum				250000.00	AT Par	250000.00	Above/ Below/P ar
	Description :- All items of Sub Head-1.0 (Carriage of Materials) of DSR-2021							
2	Lump Sum				1000000.00	AT Par	1000000.00	Above/ Below/P ar
	Description :- All items of Sub Head-10.0 (Steel Work) of DSR-2021							
3	Lump Sum				6500000.00	AT Par	6500000.00	Above/ Below/P ar
	Description :- All items of Sub Head-12.0 (Roofing) of DSR-2021							
4	Lump Sum				350000.00	AT Par	350000.00	Above/ Below/P ar
	Description :- All items of Sub Head-15.0 (Dismantling and Demolishing) of DSR-2021							
5	Lump Sum				550000.00	AT Par	550000.00	Above/ Below/P ar
	Description :- All other items included in CPWD DSR-2021 except item 1 to 4 above							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule () B-Non Schedule Items							2650409.00	
1	01	800.00	Each	1245.73	996584.00	AT Par	996584.00	Rs.
	Description:- Supplying of Skilled Artisan (Black Smith, Mason, Welder, Carpenter, Fitter Plumber and Painter)etc.							

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2	01	1500.00	Each	940.40	1410600.00	AT Par	1410600.00	Rs.
Description:- Supply of Unskilled Artisan (unskilled/ Khalasi)								
3	01	450.00	Metre	540.50	243225.00	AT Par	243225.00	Rs.
Description:- Providing & Fixing PVC Pipe 150mm Dia								

3. ITEM BREAKUP

No item break up added

4. ELIGIBILITY CONDITIONS

Standard Financial Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Financial Eligibility Criteria:-The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Annexure-A, 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	Multiple L-1 In case of more than one L-1 bidders, tender may be awarded to tenderer having higher Bid Capacity. In case Bid Capacity is also the same, tenderer having done more value of similar work in last three previous financial years and the current financial year upto the date of opening of the tender, may be selected for the award. Instructions with respect to Bid Capacity will follow. (Ref: Railway Board's Letter No. 2017/Trans/01/Policy Dated 08.02.2018).	No	No	Not Allowed
1.2	If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted , fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. Provided that the Procuring Entity, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons to be recorded in writing, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder. (Ref: Railway Board's Letter No. 2017/Trans/01/Policy Dated 17.11.2017).	No	No	Not Allowed
1.3	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	Similar nature of work successfully completed as defined in 1.1.1 any during the last 07 (Seven) years, ending last day of month previous to the one in which tender is invited.	No	No	Allowed (Mandatory)

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1.1	<p>Eligibility in terms of Experience: 10.1(a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender. 10.1(b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges - substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender. Note for b(1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components. (b)(2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity. (b)(3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of CWM/MWS/NER in writing.</p>	No	No	Not Allowed
1.1.1	<p>Similar nature of work as described in GM/Engg/NER's Letter No. W/362/O/A/Tech. Eligibility/Part-I/W-3(G) Dated 06.03.2025 IV) Sub Head : Building/Structure Works : (S.N.: 33) Zone work Or Repair and maintenance of buildings/road Or Construction of buildings/bridge/road.</p>	No	No	Allowed (Mandatory)

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1.2	However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows: The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract. Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway. In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of CWM/MWS/NER in writing. Note for Item 10.1: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate. [As per Annexure -C attached in tender document]	No	No	Allowed (Optional)
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Bidders shall confirm and certify on the behalf of the tenderer including its constituents as under:

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

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

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

5. COMPLIANCE

Commercial-Compliance

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	(1)- The Tenderer will submit details i.e. Name of the Bank along with Bank Branch Code, Account Number, IFSC Code, and PAN Number, GST Number, Mobile Number and e-mail address. (2)- Please furnish list of Plant and Machinery available on hand own and proposed to be inducted own and hired to be given separately for the subject work. (3)- Please furnish list of Works completed in last three financial years giving Description of Work, Organization for whom executed, approximate value of contract at time of award, Date of award and Date of Completion. Date of actual Start, Actual Completion and Final value of Contract shall also be given. (4)- Please furnish list of personal, organization available on hand and proposed to be engaged for the subject work (5)- At the time of submission of bid, if you have any special Condition then upload in scanned PDF copy. (6)- The tenderer shall upload scanned copies of mandatory credentials such as experience, turn over Certificates and any other documents as applicable.	No	No	Allowed (Mandatory)
2	Partnership Deeds, Power Of Attorney etc. : (Documents to be Submitted along with Tender)	No	No	Allowed (Mandatory)
2.1	Documents to be Submitted Along with Tender : : (Page 17 of GCC-2022):- (i)The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be. (ii)Following documents shall be submitted by the tenderer:	No	No	Allowed (Mandatory)
2.1.1	A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.	No	No	Allowed (Mandatory)
2.1.2	Sole Proprietorship Firm: (i)All documents in terms of Para 10 of the Tender Form (Second Sheet) GCC April/2022.	No	No	Allowed (Mandatory)
2.1.3	HUF: (i)A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. (ii)All other documents in terms of Para 10 of the Tender Form (Second Sheet) GCC April/2022.	No	No	Allowed (Mandatory)
2.1.4	Partnership Firm: (i)All documents as mentioned in para18 of the Tender Form (Second Sheet)GCC April/2022.	No	No	Allowed (Mandatory)

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2.1.5	Joint Venture (JV): All documents as mentioned in para 17 of the Tender Form (Second Sheet)GCC April/2022. . Authorized Member :- Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the Contract, sign the agreement or enter into contract in respect of the said tender to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.	No	No	Allowed (Mandatory)
2.1.6	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)All other documents in terms Para 10 of the Tender Form (Second Sheet) GCC April/2022.	No	No	Allowed (Mandatory)
2.1.7	LLP (Limited Liability Partnership):- (i)A copy of LLP Agreement (ii)A copy of Certificate of Incorporation (iii)A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP. (iv)An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract. (v)All other documents in terms of Para 10 of the Tender Form (Second Sheet)GCC April/2022.	No	No	Allowed (Mandatory)
2.1.8	Registered Society & Registered Trust:- (i)A copy of Certificate of Registration (ii)A copy of Memorandum of Association of Society/Trust Deed (iii)A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust. (iv)A copy of Rules & Regulations of the Society (v)All other documents in terms of Para 10 of the Tender Form (Second Sheet) above. (iii)If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender. (iv)After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted. (v)A tender from JV shall be considered only where permissible as per the tender conditions.(vi)The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.	No	No	Allowed (Mandatory)

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

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2.2.3	Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/ shareholder(s) or member(s) of the family of partner(s)/ shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons. Note:-If information as required as per 16.a), b), c) of GCC April/2022 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	Allowed (Optional)
3	PARTICIPATION OF PARTNERSHIP FIRMS IN WORKS TENDERS (CLAUSE 18 OF GCC April/2022) :-	No	No	Allowed (Optional)
3.1	The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.	No	No	Allowed (Optional)
3.2	The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.	No	No	Allowed (Optional)
3.3	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	Allowed (Optional)
3.4	Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited. If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.	No	No	Allowed (Optional)
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.	No	No	Allowed (Optional)
3.6	The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.	No	No	Allowed (Optional)
3.7	On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.	No	No	Allowed (Optional)

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3.8	On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.	No	No	Allowed (Optional)
3.9	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/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract. (c)Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws. (d)No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.	No	No	Allowed (Optional)
3.10	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 the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii)A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm. (iii)An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract. (iv)All other documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC April/2022.	No	No	Allowed (Optional)
4	EVALUATION OF ELIGIBILITY OF A PARTNERSHIP FIRM:- Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria mentioned as eligibility criteria of this tender GCC April/2022.	No	No	Allowed (Optional)
4.1	Advances to Contractor - If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest bearing advances, as per Contractor's request. These advances shall carry a simple interest as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.	No	No	Allowed (Optional)
5	BID SECURITY (PAGE 4 OF GCC APRIL 2022): Documents to be Submitted along with Tender	No	No	Allowed (Mandatory)

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5.1	Para 5(1)(a) of Part-I of GCC-April-2022: 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 all works 2% of the estimated cost of the work, Note: (i) The Bid Security shall be rounded off to the nearest 100. This Bid Security shall be applicable for all modes of tendering. (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above. (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above. (Advance correction slip 11 dated 13.03.2026) (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 resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway. (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.	No	No	Allowed (Mandatory)
5.2	(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-B and shall be valid for a period of 90 days beyond the bid validity period.	No	No	Allowed (Mandatory)
5.3	(3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured: i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender. ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids. (i.e. excluding the last date of submission of bids) (as per ACS-5 dated 20.10.2023) 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.	No	No	Allowed (Mandatory)

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5.3.1	In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured: (a) The stamp duty payable in respect of Bank Guarantee differs from state to state as per provisions of Stamp Act applicable in that particular state on the date of execution. Value of the non judicial stamp paper (NJSP) shall be higher of the following two values; (1)-Stamp value as applicable in State from where Stamp paper is purchased. (2)- Stamp Value as applicable in the state of Uttar Pradesh. (b) Bid Offer of tenderer who submits BG in lieu of Bid Security money, in violation of Para-(a) above, will be summarily rejected.	No	No	Allowed (Mandatory)
6	Para 7(a) (i) of Part-II of GCC April-2022: (As per advance correction slip No.11 dated 13.03.2026) : The Contractor shall not sub-contract the Works comprising more than 40% (forty percent) of the Contract Price and shall carry out Works for at least 60% (sixty percent) of the total Contract Price directly under its own supervision and through its own personnel. The Parties expressly agree that for the purpose of computing the value of sub-contract under this clause 3.2.1 the Contract Price shall exclude any sub-contract for the procurement of goods and equipment like [rails, sleepers and track fittings, signaling and telecommunication & Power supply equipment]. The Parties agree that all obligations and liabilities under this Agreement for the entire Railway Project shall at all time remain with the Contractor. {The parties agree that works equal to at least 30% (thirty percent) of the Contract Price shall be discharged solely by the Lead Member}\$.Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting. \$ May be deleted if the Contractor is not a Consortium/Joint Venture.	No	No	Allowed (Optional)
7	Annexure-VI of GCC April 2022 (As per Advance correction slip No. 11 dated 13.03.2026): For tenders having advertised value more than Rs. 10 crore wherein eligibility criteria include Bid Capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender.	No	No	Allowed (Mandatory)
8	The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. In case of other than Company/Proprietary firm, Annexure-V(A) shall also be submitted by the each member of a Partnership firm/ Joint Venture (JV) / Hindu undivided Family (HUF) / Limited liability Partnership (LLP) etc, as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.	No	No	Allowed (Mandatory)
9	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)

General Instructions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The Railway Reserve the right to accept in whole or in part or reject any tender or all tenders without assigning any reason for such action. Rate should not be quoted for part quantity.	No	No	Not Allowed
2	For those conditions for which standard formats have been given in the uploaded document titled-Formats for uploading of various format. The informations should only be submitted in these standard formats.	No	No	Not Allowed
3	In addition to General condition of contract April/2022 with any amendment up to date and Indian Railways Unified standard specification Works Materials Volume I and II 2010, revised upto date, special condition shall also apply.	No	No	Not Allowed

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4	The successful tenderer will have to submit full Performance Guarantee as per Railway Board letter No. 2007/CE1/CT/18/PT-XII Dt:-31.12.2010 & 2007/Trans/01/Policy Dt. 17.11.2017 and current condition of April/2022 before execution of the agreement.	No	No	Not Allowed
4.1	Performance Guarantee : The procedure for obtaining Performance Guarantee is outlined below: (A) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.	No	No	Not Allowed
4.2	(B)The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and Additional Performance Gurantee as per clause 16(4)(h) in any of the following forms (i) A deposit of Cash; (ii)Irrevocable Bank Guarantee; (iii) Insurance Surety Bond as per Annexure-XVII. Note: In case of extension of Date of Completion selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance Surety Bond/fresh Performance Security , in any form as given above, before expiry of existing Insurance Surety Bond.(iv) Government Securities including State Loan Bonds at 5% below the market value;(v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India; (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India; (vii) Deposit in the Post Office Saving Bank; (viii) Deposit in the National Savings Certificates; (ix) Twelve years National Defence Certificates; (x) Ten years Defence Deposits; (xi) National Defence Bonds and (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted. Clause 16(4)(h) :- If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below: Bid quoted in % of advertised cost , Additional Performance Guarantee (%), Below 0-5% (inclusive): Nil, Below 5% : 5% (As per Advance correction slip No.11 dated 13.03.2026 of GCC April 2022))	No	No	Not Allowed
4.3	Bank Guarantees BGs to be submitted by suppliers/contractors should be sent directly to the concerned authorities by issuing Bank under registered Post A.D.	No	No	Not Allowed

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5	<p>Clause 16(1) of IRSGCC -Security Deposit (Page 47 of GCC April 2022) :- Security Deposit: The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor. Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract. The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract. Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.</p>	No	No	Not Allowed
5.1	<p>Clause 16.(2) (i) of IRSGCC- Refund of Security Deposit (Page 48 of GCC April 2022) :- Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following: (a)Final Payment of the Contract as per clause 51. (1) and (b)Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and (c)Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable. Clause 16.2 (ii) of IRSGCC- (Page 48 of GCC April 2022) :- Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited. Clause 16.(3) of IRSGCC- (Page 48 of GCC April 2022) :- No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of sub-clause 16(4)(b) of this clause will be payable with interest accrued thereon.</p>	No	No	Not Allowed
6	<p>For enactment of this Act, the tenderer shall be required to pay cess 1 % of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item Railway Boards No. 2008/ CE-1 CT/6 Dt. 09-07-2008</p>	No	No	Not Allowed
7	<p>Offer submission period :- Fifteen days prior to opening of tender, during which tenderers can submit their offer.</p>	No	No	Not Allowed

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8	(A)One qualified Graduate Engineer where the cost of the work to be executed is Rs.200 lakh and above. (B) One qualified Diploma Holder Engineer where the cost of the work to be executed is more then Rs.25 lakh, but less then Rs.200 lakh. Technical staff should be available at site whenever required by the Engineer-incharge to take instructions. In case the contractor fails to employ the qualified Engineer, he shall be liable to pay amount of Rs.40000 and Rs.25000 for each month or part thereof for the default period for the provisions, as contained in para (A) and (B) above respectively. The decision of the Engineer-in-charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor.	No	No	Not Allowed
9	Price Variation Clause (PVC) (Para 46A of GCC April/2022):- (1) Price variation clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores (as per Advance Correction Slip-1 dated 14.07.2022). (2) Price variation clause for annual maintenance contract or zonal contract shall not apply in terms of Railway board's letter no. 2013/CE-I/CTE/0/10-PCV/pt-I dated 27.01.2015.	No	No	Not Allowed
10	Goods and Services Tax (GST) will be legally applicable as per extant instruction on the subject.	No	No	Not Allowed
11	Care in Submission of Tenders:-	No	No	Not Allowed
11.1	Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and 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
11.1.1	1-Before submitting the offer, please read carefully complete e-tender document including, General Conditions of Contract, April/2022, Special Conditions of Contract, Additional Special Conditions of Contract i.e. Technical Conditions etc. as available on the North Eastern Railway (Divisional Engineer Mechanical Workshop, North Eastern Railway, Gorakhpur 273012 (U.P.)) on the web site: www.ireps.gov.in . 2-Time of availability of tender document on website: www.ireps.gov.in is divided into two parts viz, Advertisement period and offer submission period as detailed below:- (a) Advertisement Period:-Time during which all information pertaining to tender shall be available but offers cannot be submitted. (b) Offer submission period: - Fifteen days prior to closing of tender, during which tenderers can submit their offers. The prospective tenderers are advised to revisit the website www.ireps.gov.in . within advertisement period to look for any changes/corrigenda issued for the tender. In the offer submission period, no changes will be issued for the tender. 3-E-tender is not transferable and the same is to be submitted with digital signature by the pre-authorized personnel of the tenderer, already registered with the site. 4- If the required information asked for in the tender document is not furnished, the tender will be otherwise treated incomplete and hence will not considered.	No	No	Not Allowed
11.2	Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/respective states State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. and 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.	No	No	Not Allowed

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11.3	The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST/Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.	No	No	Not Allowed
11.4	In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.	No	No	Not Allowed
11.5	When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.	No	No	Not Allowed
11.6	The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.	No	No	Not Allowed
11.7	A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder as per Railway Board's letter No. 2022/CE-I/CT/GCC Correspondence dated 14.05.2024. In case of other than Company/ Proprietary firm, Annexure -V(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/ digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.	No	No	Not Allowed
12	Rates are inclusive of all taxes/royalty charges, GST etc. legally leviable by State, Central Govt. or any other local authority.	No	No	Not Allowed
13	Indian Rly. SGCC April/2022 updated with correction slips issued up to date of inviting Tender of as otherwise specified in tender document.	No	No	Not Allowed
14	The Conditions & documents form part of Tender/Contract: (a) Tender conditions (shown in all tabs of online bid submission form on IREPS website), and all conditions. (b) Special & Additional Conditions/Specifications included in the documents uploaded on IREPS website against this tender. (c) Schedule of approximate quantities (as shown in the relevant tab in the bid submission form on IREPS website)(d) Standard General Conditions of Contract - April/2022 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 Divisional Engineer Mechanical Workshop, North Eastern Railway, Gorakhpur 273012 (U.P.) or obtained from the office of the CWM/MWS/NER , 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
15	Drawings for The Work: The Drawing for the work can be seen in the office of the Divisional Engineer Mechanical Workshop, North Eastern Railway, Gorakhpur 273012 (U.P.) 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

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16	The Tenderer(s) shall quote his/their rates as a percentage above or below the Schedule of Rates of NER and IREPS portal as uploaded by Divisional Engineer Mechanical Workshop, North Eastern Railway, Gorakhpur 273012 (U.P.) except where he/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities. The quantities shown in the IREPS portal as Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule. The Tenderer(s) shall quote rates/rebates only at specified place in Tender on IREPS site uploaded by N E Railway. Any revision of rates/rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned else where in the document other than specified place shall be summarily ignored and will not be considered.	No	No	Not Allowed
17	The works are required to be completed within a period as stipulated in the tender document from the date of issue of acceptance letter.	No	No	Not Allowed
18	Bid Security:-	No	No	Not Allowed
18.1	Bid Security (Page 11 of GCC April 2022) : (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected. (b)The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway. (c)If his tender is accepted,(i)the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract; (ii)the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encased as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon. (d)In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.	No	No	Not Allowed
18.1.1	Time of availability of tender document on website: www.ireps.gov.in is divided into two parts viz, Advertisement period and offer submission period as detailed below:- a)Advertisement Period:-Time during which all information pertaining to tender shall be available but offers cannot be submitted. b)Offer submission period: - Fifteen days prior to closing of tender, during which tenderers can submit their offers. The prospective tenderers are advised to revisit the website www.ireps.gov.in. within advertisement period to look for any changes/corrigenda issued for the tender. In the offer submission period, no changes will be issued for the tender.	No	No	Not Allowed

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18.1.2	No Manual Offers sent by Post/FAX or in person shall be accepted against such e-tenders, even if these are submitted on the firm's letter head and received in time. The manual offer uploaded as attached document shall not be considered also. All such manual offers shall be considered as in-valid offers and shall be rejected summarily without any consideration.	No	No	Not Allowed
18.1.3	E-tender is not transferable and the same is to be submitted with digital signature by the pre-authorized personnel of the tenderer, already registered with the site.	No	No	Not Allowed
18.1.4	If the required information asked for in the tender document is not furnished, the tender will be otherwise treated incomplete and hence will not be considered.	No	No	Not Allowed
18.1.5	The on-line bidding doesn't permit submission of offer after stipulated date and time of the e-tender. Hence there is no scope for late/ delayed tenders.	No	No	Not Allowed
19	Rights of The Railway To Deal With Tender:-	No	No	Not Allowed
19.1	(a) 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(s) shall demand any explanation for the cause of rejection of his/their tender Northe Eastern Railway to assign reasons for declining to consider or reject any particular tender or tenders. (b) If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage. (c) If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.	No	No	Not Allowed
20	System of Verification of Tenderer's credentials:-	No	No	Not Allowed
20.1	(I) For the works tenders:- System of Verification of Tenderer's credentials :- For the works tenders , it has been decided to adopt the certificate based system, of credential verification. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self- attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self- attestation shall include signature stamp and date (on each page). Only those documents which are declared explicitly by the tender as "documents supporting the claim of qualifying the laid down eligibility criteria" will be considered for evaluating his/their tender. In all works tender documents, following para added in the section describing the qualification verification and eligibility criteria. "The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-A and Annexure-V(A). Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document."	No	No	Not Allowed
20.1.1	Validity of the tender: Tenderer shall keep his tender open for a period of 60 days for single packet and 90 days for two packet system from the date of opening of the tender.	No	No	Not Allowed
21	(I) If the date of opening happens to be a holiday, the tenders will be opened on the next working day. (II) If any plan/drawing is attached with the tender form, Rs. 200/- for plan/drawing will be levied extra.	No	No	Not Allowed
22	Tenderer Credentials:- (As per GCC April/2022 Page-16)	No	No	Not Allowed

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22.1	Tenderer Credentials: (Page 16 of GCC-2022):-Documents testifying tenderer previous experience and financial status should be produced along with the tender. Tenderer(s) who is / are not borne on the approved list of the Contractors of N E Railway shall submit along with his / their tender: (i)Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past. (ii)Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past. (iii)The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work. (iv)A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-A. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document. (v)The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under. (vi)(a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto Two years. (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto Two years.	No	No	Not Allowed
22.2	Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.	No	No	Not Allowed
23	Non-compliance with any of the conditions set forth therein above and applicable in GCC April/2022 and up-to-date correction slip if any is liable to result in the tender being rejected.	No	No	Not Allowed

Undertakings

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
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1	Provisions of Payments Of Wages Act :The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bill/Security Deposite or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.	No	No	Not Allowed
1.1	Provisions of Contract Labour (Regulation And Abolition) Act, 1970 : 55-A.(1)The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules. 55-A.(2)The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act. 55-A.(3) The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him. 55-A.(4)In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable. 55-A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.	No	No	Not Allowed

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2	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
3	I/We also hereby agree to abide by the Indian Railways Standard General Conditions Of Contract April/2022 with all up-to-date correction slips if any and to carry out the work according to the Special Conditions of Contract and Indian Railway and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips upto date for the present contract.	No	No	Not Allowed
4	I/We have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance as period mentioned in the Tender from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Bid Security . I/We offer to do the 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. All other condition mentioned in GCC April/2022 shall be applicable.	No	No	Not Allowed
5	The amount as stipulated in tender document is herewith forwarded as Bid Security. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:	No	No	Not Allowed
6	I/We do not execute the contract documents as stipulated in performance guarantee clause of GCC April/2022 as detailed in general instructions	No	No	Not Allowed
7	If the tender is accepted, the amount of Bid Security will be recovered and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited, if the Tenderer(s)/Contractor(S) fail to execute the Agreement Bond within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.	No	No	Not Allowed
8	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 is placed on us.	No	No	Not Allowed
9	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
10	I/ We have visited the works site and I / We am / are aware of the site conditions.	No	No	Not Allowed

6. Documents attached with tender

S.No.	Document Name	Document Description
1	SimilarNatureofWork_1.pdf	Similar Nature of Work
2	AdvanceCorrectionSlipNo.11ofGCCApril2022.pdf	Advance correction slip No. 11 of GCC April-2022
3	AdvanceCorrectionSlipsfrom1to10ofGCCApril2022.pdf	Advance correction slip from 1 to 10 of GCC April 2022
4	SafetyRules_1.pdf	Safety Rules
5	GCC_April-2022_1.pdf	GCC April 2022
6	ClarificationregardingsubmissionofAnnexure-VofGCC.pdf	Clarification regarding submission of Annexure-V of GCC
7	AllAnnexure_3.pdf	All Anexure
8	Specialconditions_1.pdf	Special Conditions

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

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

Signed By: PRAKASH CHANDRA

Designation : DEN/MWS/GKP