

**LOCO SHED-GONDA-ELECTRICAL/NORTH EASTERN RLY
TENDER DOCUMENT**

Tender No: LS-GD-2026-Loco_Painting1

Closing Date/Time: 01/07/2026 12:00

Sr.DEE/TRS/GD acting for and on behalf of The President of India invites E-Tenders against Tender No **LS-GD-2026-Loco_Painting1** Closing Date/Time 01/07/2026 12:00 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	PU painting of electric locomotives at Loco Shed Gonda for 1 year		
Bidding type	Normal Tender		
Tender Type	Open	Bidding System	Single Packet System
Tender Closing Date Time	01/07/2026 12:00	Date Time Of Uploading Tender	10/06/2026 10:59
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	4704545.03	Tendering Section	TNDR
Bidding Style	Single Rate for Tender	Bidding Unit	Above/Below/Par
Earnest Money (Rs.)	94100.00	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	17/06/2026		
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-PU painting of Electric locomotives							4704545.03	
1	1	60.00	Per Loco	46224.96	2773497.60	AT Par	2773497.60	
	Description:- Painting of conventional Electric Locomotives with PU (polyeurethane) paint on exterior surface, provision of Retro reflective tapes, stickering and lettering.							
2	2	15.00	Per Loco	46224.96	693374.40	AT Par	693374.40	
	Description:- Painting of 3 phase Electric Locomotives with PU (polyeurethane) paint on exterior surface, provision of Retro reflective tapes, stickering and lettering.							
3	3	75.00	Per Loco	6933.74	520030.50	AT Par	520030.50	
	Description:- Complete painting of under frame including pipelines, cattle guard, buffer plates, roof (inside and outside) with enamel and driver cabs with PU paint except bogies							
4	Lump Sum				717642.53	AT Par	717642.53	
	Description :- GST @ 18%							

3. ITEM BREAKUP

No item break up added

4. ELIGIBILITY CONDITIONS

Special Financial Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	As per Para 10.4 of Part 1 of GCC 2022, No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.	No	No	Allowed (Mandatory)

Bidders shall confirm and certify on the behalf of the tenderer including its constituents as under:

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

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

S.No.	Description
1	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	Furnish the 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, in accordance with Para 11 (i), of TENDER FORM (Second Sheet) of Part 1 of GCC 2022.	No	No	Allowed (Mandatory)
2	Furnish the list of personnel / organization on hand and proposed to be engaged for the tendered work, in accordance with Para 11 (iii), of TENDER FORM (Second Sheet) of Part 1 of GCC 2022.	No	No	Allowed (Mandatory)
3	Furnish the list of plant & machinery available in hand (own)and proposed to be included (own and hired to be given separately) for the subject work, in accordance with Para 11 (iii), of TENDER FORM (Second Sheet) of Part 1 of GCC 2022.	No	No	Allowed (Mandatory)
4	Depending on the constitution of tendering firm, all documents required as per Tender Form 2 of GCC, such as Power of Attorney, Memorandum and Article of Association, Partnership Deed etc. (as applicable), in accordance with Para 14 (ii), of TENDER FORM (Second Sheet) of Part 1 of GCC 2022.	No	No	Allowed (Mandatory)
5	Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past, in accordance with Para 11 (ii), of TENDER FORM (Second Sheet) of Part 1 of GCC 2022.	No	No	Allowed (Mandatory)

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TENDER DOCUMENT**

Tender No: LS-GD-2026-Loco_Painting1

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6	Tenderers should attach self attested copy of PAN CARD in Support of their IDENTITY and constitution of the firm, in accordance with Para 14 (i), of TENDER FORM (Second Sheet) of Part 1 of GCC 2022.	No	No	Allowed (Mandatory)
7	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	Please pay close attention to Eligibility Criteria.	No	No	Not Allowed
2	The documents uploaded should be clear and legible for evaluation of tenders. Illegible documents may not be considered for evaluated by Tender committee. Responsibility in this regard lies with the tenderer.	No	No	Not Allowed
3	It may be clearly understood that the Railways have the right of exercising checks that they may desire to access the quality work in progress. This is also applicable for the work that is being carried out at firm's premises. The Railways will also have the right to impose any inspection at any stages by the person who may be nominated by the Railways.	No	No	Not Allowed
4	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 have required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway there under	No	No	Not Allowed
5	Any information relating to the tender may be obtained from the office of the Sr. Divl. Elect. Engineer / TRS/ Gonda, on any working day during office hours up to 5 P.M except Saturday, Sunday and Gazetted holiday	No	No	Not Allowed
6	Address of tenderer: The address, email - Id and Mobile phone, other phone nos. and other details given in the portal while registering will be considered as official address and all correspondences to the tenderer will be made in these registered modes. All communication sent in time to the tenderer by post at the said address shall be deemed to have reached the tenderer.	No	No	Not Allowed
7	GCC 2022 applicable in this tender along with latest correction slips, is attached with this tender.	No	No	Not Allowed
8	When the tender is received by the administration, it will be understood that the tender(s) has/have gone through carefully in details all the instructions, conditions, general and special conditions of the contracts and general and special instructions for execution of the works and that the tenderer(s) has/have got himself/themselves clarified all points and doubts and interpretations by the proper authorities of the railway administration. The submission of a tender by the contractor implies that he has read and abides by the conditions stated herein and in the tender notice accompany the tender form.	No	No	Not Allowed
9	The tenderer(s) shall quote his/their rates inclusive of all charges, and including all taxes levied by the union of India and/or State Government.	No	No	Not Allowed
10	It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tender shall take open himself and provide for the risk of any error which may subsequently be discovered and shall not make subsequently claim on account, thereof.	No	No	Not Allowed

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11	The tenderer whose tender has been accepted shall be required to appear at the office of the General Manager/Chief Electrical Engineer/Divl Rly. Manager as the case may be, in person and the case of firm or a corporation a duly authorized representative, to execute the contract, documents within seven days from the issue of notice forwarding the contract. Failure to do so shall constitute breach of the earnest money accompanying the tender shall be forfeited by the Rly. as liquidated damages for such default. In the event of any tenderer, whose tender is accepted, refuse to execute the contract documents the Rly. Administration shall deem such tenderer abandoning the contract and there upon, his tender and the acceptance thereof shall be treated as null and void and the Rly shall be entitled to forfeit the earnest money as liquidated damages.	No	No	Not Allowed
12	Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.	No	No	Not Allowed
13	Employment/Partnership etc. of Retired Railway Employees:	No	No	Not Allowed
13.1	a) Should a tenderer i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors AND in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender THEN the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.	No	No	Not Allowed
13.2	b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer .	No	No	Not Allowed

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13.3	c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons. Note:-If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.	No	No	Not Allowed
14	Occupation and Use of Land: No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.	No	No	Not Allowed
15	Assignment or Subletting of Contract: The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the Chief Engineer. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.	No	No	Not Allowed
16	Railway Passes: No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.	No	No	Not Allowed
17	Indemnity by Contractors: The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.	No	No	Not Allowed

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Tender No: LS-GD-2026-Loco_Painting1

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18	Force Majeure Clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.	No	No	Not Allowed
19	Extension of Time in Contracts: Time extension will be given as per Indian Railways Standard General Conditions of Contract, 2022.	No	No	Not Allowed
20	Extension of Time for delay due to Contractor: will be given as per Indian Railways Standard General Conditions of Contract, 2022. Rate of penalty will be applicable mentioned in Indian Railways Standard General Conditions of Contract, 2022 corrected upto date.	No	No	Not Allowed
21	Variation in extent of contract shall be done as per Indian Railways Standard General Conditions of Contract, 2022, corrected upto date.	No	No	Not Allowed
21.1	The Railway reserves the right to increase or decrease the quantity by +/- (Plus/Minus) 25% or delete the complete items from the list of work given above and total cost will be adjusted accordingly. In case of further variation in scheduled quantity, Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item and 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. Positive/negative Variation in scheduled quantity will be dealt as per GCC, April'2022, Part- II clause No. 41 & 42. The tenderer shall consider this aspect while quoting the rate for the same.	No	No	Not Allowed
22	Responsibility of the contractor towards its employees:- The contractor has to ensure and comply with the provision of the Payment of Wages Act 1936, provision of Minimum Wages Act-1948, Contract Labour (Regularization and Abolition) Act 1970, Workmen Compensation Act 1923 & other labour laws as applicable.	No	No	Not Allowed
22.1	Contractor shall have to provide "First-aid Facilities" during all working hours. As per Rly. Board letter No. E (LL)/2004/AT/CNR/33 dt. 10/12/04. The Contract Labour (Regulation & Abolition) Act, 1970 vide para 19 provides that "First-aid Facilities-There shall be provided and maintained by the contractor so as to be readily accessible during all working hours first-aid box equipped with the prescribed contents at every place where contract labour is employed by him".	No	No	Not Allowed

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TENDER DOCUMENT**

Tender No: LS-GD-2026-Loco_Painting1

Closing Date/Time: 01/07/2026 12:00

23	SAFETY : The Contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving or working on the Railway premises, but shall then confirm to the rules and regulations of the Railway. The Contractor shall be responsible for safe custody of all equipment's till provisional acceptance. Moreover, if any time the works to be carried out directly concern the safety of trains, the Contractor's staff must comply fully with Railway regulations given to him by the authorized Railway staff. The Contractor's employees and workers may for no reason operate an installation concerning train safety or train movement. They shall notify the authorized representative of the purchaser / consignee who will take all necessary steps in this regard, through Railway representative regarding dead electric supply / wires, while carrying the work of cobweb cleaning etc. The Contractor shall also observe all safety rules for Electricity since, overhead lines are charged with 25 KV.A.C. in the shed premises. It will be the responsibility of the Contractor to ensure that all the workmen observe industrial safety rules, procedures, methods, practices etc., In shed premises 25 KV OHE supply is available. The Railways shall not be liable for any accidents, injuries etc. to his workmen or any financial implication arising there from. Lot of live electric supply wires / cables are running on different structure of shed. To avoid shock to Contractor staff, these supply wires/ cables will be made dead. Contractor to ensure this.	No	No	Not Allowed
23.1	To Guard And Protect The Railway Material /Machines In shed Premises: i. It will be sole responsibility of Contractor to guard and protect the equipment/ fittings parts/ materials/ machines while working on loco during the contract period. ii. The Contractor shall be liable to pay for direct losses, damages caused to the Railways by him or his workmen knowingly/ unknowingly while they are in Railway premises working or not working. The amount shall be determined by the Sr.DEE Traction Rolling stock, Gonda. iii. The cost of lost/ stolen or other damages material or other loss caused to Rly., as found by authorities will be recovered from the Contractor's on account bill. iv. Railways will not responsible for any accident (fatal and non fatal) or injury to any personnel of the agency or any financial implication arising there from.	No	No	Not Allowed
23.2	Responsibility in case of theft/ Pilferage: i. In case of theft / pilferage, the cost of the same will be recovered from the agency. The decision of the Railways shall be final and binding. ii. It should also be ensured that the employees employed by the agency are having proven antecedents and no police case etc. is pending against such people. The agency shall be solely responsible for all acts of commission of its employees. Police verification of it's employees deployed in shed, as per extant rules will be submitted by contractor before handing over of loco.	No	No	Not Allowed
23.3	Reporting of Accidents: The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.	No	No	Not Allowed
24	Bank Guarantees to be submitted by contractor should be sent directly to the concerned authorities by issuing Bank through registered Post.	No	No	Not Allowed
25	WORKS CONTRACT:---- Documents to be Submitted Along with Tender :- (i)The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.	No	No	Not Allowed

**LOCO SHED-GONDA-ELECTRICAL/NORTH EASTERN RLY
TENDER DOCUMENT**

Tender No: LS-GD-2026-Loco_Painting1

Closing Date/Time: 01/07/2026 12:00

25.1	(ii) Following documents shall be submitted by the tenderer:	No	No	Not Allowed
25.1.1	(a)Sole Proprietorship Firm: (i) All documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC.	No	No	Not Allowed
25.1.2	(b)HUF: (i)A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. (ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC.	No	No	Not Allowed
25.1.3	(c)Partnership Firm: (i) All documents as mentioned in para 18 of the Tender Form (Second Sheet).	No	No	Not Allowed
25.1.4	(d)Joint Venture (JV): All documents as mentioned in Para 17 of the Tender Form (Second Sheet).	No	No	Not Allowed
25.1.5	(e)Company registered under Companies Act2013: (i)The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company (ii)A copy of Certificate of Incorporation (iii)A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company. (vi) All other documents in terms of Para 10 of Tender Form (Second Sheet) of GCC.	No	No	Not Allowed
25.1.6	(f)LLP (Limited Liability Partnership): (i)A copy of LLP Agreement (ii)A copy of Certificate of Incorporation (iii)A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP. (iv)An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender/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) of GCC.	No	No	Not Allowed
25.1.7	(g)Registered Society & Registered Trust: (i)A copy of the Certificate of Registration (ii)A copy of 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) of GCC.	No	No	Not Allowed
25.2	(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.	No	No	Not Allowed
25.3	(iv)After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.	No	No	Not Allowed
25.4	(v) A tender from JV shall be considered only where permissible as per the tender conditions.	No	No	Not Allowed
25.5	(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	Not Allowed

**LOCO SHED-GONDA-ELECTRICAL/NORTH EASTERN RLY
TENDER DOCUMENT**

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26	Works Contract :- 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.	No	No	Not Allowed
26.1	A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required. Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.	No	No	Not Allowed
27	MULTIPLE L-1: In case 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 seven previous year sending last day of month previous to the one in which tender is invited may be selected for the award instruction with respect to Bid capacity are detailed out in the GCC.	No	No	Not Allowed

Technical-Compliances

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	If tenderers have any deviation from any condition as mentioned in the Tender Document, then they have option to upload their deviation in prescribed format of uploaded Tender Document, i.e. Annexure III.	No	No	Allowed (Optional)
1.1	Generally deviations of contractor against the Railways specification & special conditions stipulated in the entire tender booklet are not acceptable. Therefore, tenderers are advised not to quote any deviation against the Railways conditions & specification stipulated in tender document. However, deviation if any should be evaluated in financial term and rate quoted accordingly i.e. deviations should be considered into rates.	No	No	Not Allowed
1.2	If no deviation is uploaded against this criteria/compliance, then it shall be considered that tenderer has accepted all the conditions of this tender document without any deviation.	No	No	Not Allowed
2	Bidders have to upload (after filling and signing) Tender Form (First Sheet), as per format attached with this Tender Document as Annexure-I.	No	No	Allowed (Optional)
3	Tenderers are required to upload undertaking (attached as Annexure-IV) regarding Employment /Partnership of Retired Railway Employees attached as Annexure-IV. Otherwise the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and along with permission for taking/working on 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)

**LOCO SHED-GONDA-ELECTRICAL/NORTH EASTERN RLY
TENDER DOCUMENT**

Tender No: LS-GD-2026-Loco_Painting1

Closing Date/Time: 01/07/2026 12:00

4	Firms should upload a summary of Similar Works (which are being submitted against technical eligibility criteria) in tabular form, for the ease of offer evaluation	No	No	Allowed (Optional)
5	Firms should upload a summary of Annual Contractual Turnover of last 3-4 years (which are being submitted against financial eligibility criteria) in tabular form, for the ease of offer evaluation.	No	No	Allowed (Optional)

Undertakings

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	I/We also hereby agree to abide by the Indian Railways Standard General Conditions Of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to date for the present contract.	No	No	Not Allowed
2	A Bid Security of Rs. <as stipulated in NIT> has already been deposited online/ submitted as Bank Guarantee bond. 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
2.1	I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready;	No	No	Not Allowed
2.2	I/We do not commence the work within Fifteen days after receipt of orders to that effect.	No	No	Not Allowed
2.3	I/We do not submit the Performance Guarantee within the time specified in the Tender document.	No	No	Not Allowed
3	I/We have read and understood the Scope of Work and Special Conditions of contract attached.	No	No	Not Allowed
4	Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between the subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.	No	No	Not Allowed
5	STAMP DUTY :- Stamp duty shall be payable @ Rs. 70/- per thousand on security deposit if it is in the form of NSC/FDR and if it is in the form of cash it will be @ 125/- per thousand on thousand on security deposit . Till finalization of the special leave petition by the supreme court , Before execution of contract agreement , Tenderer will have to deposit the stamp duty of Rs. 100/- along with an affidavit " if an order shall be passed by supreme court in above Special Leave Petition in favour of Govt. then tenderer will have to deposit the balance stamp duty in addition to Rs. 100/- against the appropriate head of the deptt.	No	No	Not Allowed
5.1	Tenderer will ensure the genuineness of the stamp papers OR stamps being utilized. It will be the responsibility of the party entering into agreement with the Railway for its genuineness.	No	No	Not Allowed
6	I/We have visited the works site and I/We am/are aware of the site condition.	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

**LOCO SHED-GONDA-ELECTRICAL/NORTH EASTERN RLY
TENDER DOCUMENT**

Tender No: LS-GD-2026-Loco_Painting1

Closing Date/Time: 01/07/2026 12:00

8	It is certified that I/We have not been black listed or debarred by Railway or any other Ministry/Department/ Public Sector under taking of the Govt. of India/ State Govt. from participation in tenders/ contracts on the date of tender opening of bids, either in individual capacity or as a member of JV firm in which I/We were/are members.	No	No	Not Allowed
9	I/We understand that - Only those documents which are uploaded against the specific requisite criteria of NIT (context specific documents), will be evaluated for those criteria. Any document uploaded as miscellaneous will not be evaluated.	No	No	Not Allowed
10	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 offer open for acceptance for a period of <validity of offer> days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for N.E. Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within <period of completion> months from the date of issue of letter of acceptance of the tender.	No	No	Not Allowed
11	I/We understand that if I/We do not start the work within 15 days of issue of LOA, appropriate action under the clause 62(1) "Determination of Contract owing to Default of Contractor" may be taken against me, including (but not limited to) forfeiting of PG, SD, EMD and termination of contract.	No	No	Not Allowed

Custom

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The procedure for obtaining Performance Guarantee is outlined below:	No	No	Not Allowed
1.1	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 up to 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

**LOCO SHED-GONDA-ELECTRICAL/NORTH EASTERN RLY
TENDER DOCUMENT**

Tender No: LS-GD-2026-Loco_Painting1

Closing Date/Time: 01/07/2026 12:00

1.2	The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) in any of the following forms, amounting to 5% of the contract value - (i) A deposit of cash; (ii) Irrevocable Bank Guarantee; (iii) 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) A Deposit in the Post Office Saving Bank; (viii) A Deposit in the National Savings Certificates; (ix) Twelve years National Defence Certificates; (x) Ten years Defence Deposits; (xi) National Defence Bonds and (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of PFA/N.E. Railway, Gorakhpur (free from any encumbrance) may be accepted.	No	No	Not Allowed
1.2.1	In case Bank Guarantee is being submitted, then please ensure that the stamp duty attached with BG is 0.5% of the BG value. And that the beneficiary IFSC code is SBIN000RAIL.	No	No	Not Allowed
1.2.2	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: If Bid is quoted Below 0 - 5% (inclusive) of advertised cost then Additional Performance Guarantee shall be NIL. But if Bid is quoted Below 5% of advertised cost then Additional Performance Guarantee shall be 5%.	No	No	Not Allowed
1.3	The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days	No	No	Not Allowed
1.4	The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.	No	No	Not Allowed
1.5	The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.	No	No	Not Allowed
2	Security Deposit	No	No	Not Allowed
2.1	The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/en cashed 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	No	No	Not Allowed
2.2	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	No	No	Not Allowed

**LOCO SHED-GONDA-ELECTRICAL/NORTH EASTERN RLY
TENDER DOCUMENT**

Tender No: LS-GD-2026-Loco_Painting1

Closing Date/Time: 01/07/2026 12:00

2.3	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	No	No	Not Allowed
2.4	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.	No	No	Not Allowed
2.5	Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:(a) Final Payment of the Contract as per clause 51.(1) and(b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and(c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable.	No	No	Not Allowed

6. Documents attached with tender

S.No.	Document Name	Document Description
1	scopeofworksigned.pdf	Scope Of Work
2	SpecialConditionoftheContractsigned.pdf	Special Conditions
3	notarizedaffidavitforcontract.pdf	Affidavit Format to be submitted at time of contract signing
4	PerformanceBankGuaranteeFormat.pdf	Performance Guarantee Format
5	POWerofattorneyLJNdivisionguidelines.pdf	Power of Attorney guidelines
6	Letterofcreditooption04062018.pdf	Letter of credit option 04062018
7	GCC2022_1.pdf	GCC 2022
8	GCCACS1-11_compressed.pdf	GCC correction slips
9	Annex1346b.pdf	Annexures

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: ASHISH NATHANIEL

Designation : ADEE/TRS