

**RSO-KGP-ELECTRICAL/SOUTH EASTERN RLY  
TENDER DOCUMENT**

**Tender No:** RSO-KGP-LOCO-SRC-2-26

**Closing Date/Time:** 02/07/2026 15:00

**Sr.DEE/OP/KGP** acting for and on behalf of The President of India invites E-Tenders against Tender No **RSO-KGP-LOCO-SRC-2-26** Closing Date/Time 02/07/2026 15:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

**1. NIT HEADER**

|                                      |  |  |                   |
|--------------------------------------|--|--|-------------------|
| <b>Name of Work</b>                  | Cleaning of Electric Locomotive Body at SRC Trip Shed,Cab & Lookout Glass<br>Cleaning of Electric Locomotive ,Pit Cleaning at SRC Trip Shed & General Cleaning<br>at SRC Trip Shed,SRC Crew Lobby for two Years i.e 730 Days |  |                   |
| <b>Bidding type</b>                  | Normal Tender  |  |                   |
| <b>Tender Type</b>                   | Open   | <b>Bidding System</b>                      | Two Packet System |
| <b>Tender Closing Date Time</b>      | 02/07/2026 15:00   | <b>Date Time Of Uploading Tender</b>       | 09/06/2026 18:38  |
| <b>Pre-Bid Conference Required</b>   | No   | <b>Pre-Bid Conference Date Time</b>        | Not Applicable    |
| <b>Advertised Value</b>              | 5730399.84   | <b>Tendering Section</b>                   | TENDER OP         |
| <b>Bidding Style</b>                 | Single Rate for Tender   | <b>Bidding Unit</b>                        | Above/Below/Par   |
| <b>Earnest Money (Rs.)</b>           | 114600.00  | <b>Validity of Offer ( Days)</b>           | 60                |
| <b>Tender Doc. Cost (Rs.)</b>        | 5000.00  | <b>Period of Completion</b>                | 730 Days          |
| <b>Contract Type</b>                 | Service - General  | <b>Contract Category</b>                   | Expenditure       |
| <b>Bidding Start Date</b>            | 18/06/2026   |  |                   |
| <b>Are JV allowed to bid</b>         | No   | <b>Number of JV Member Allowed</b>         | 0                 |
| <b>Are Consortium allowed to bid</b> | No   | <b>Number of Consortium Member Allowed</b> | 0                 |
| <b>Ranking Order For Bids</b>        | Lowest to Highest  | <b>Expenditure Type</b>                    | Revenue           |

**2. SCHEDULE**

| S.No.   | Item Code   | Item Qty    | Qty Unit    | Unit Rate | Basic Value | Escl.(%) | Amount     | Bidding Unit |
|---|---|-------------|-------------|-----------|-------------|----------|------------|--------------|
| <b>Schedule () 1-Cost for Full Body Cleaning (Including CRO Cleaning) Of Electric Locomotives at SRC Trip Shed along with cleaning materials for two years including GST @ 18%.</b>             |   |             |             |           |             |          | 1545984.00 |              |
| 1   | 1   | 7200.00     | Per Loco    | 214.72    | 1545984.00  | AT Par   | 1545984.00 |              |
|   | <b>Description:-</b> Cost for Full Body Cleaning (Including CRO Cleaning) Of Electric Locomotives at SRC Trip Shed along with cleaning materials for two years including GST @ 18%.         |             |             |           |             |          |            |              |
| S.No.   | Item Code   | Item Qty    | Qty Unit    | Unit Rate | Basic Value | Escl.(%) | Amount     | Bidding Unit |
| <b>Schedule () 2-Cost For Only Cab &amp; Lookout Glass Cleaning Of Both Side Cabs Of Electric Locomotives At SRC Trip Shed along with cleaning materials for two years including GST @ 18%.</b> |   |             |             |           |             |          | 1480751.04 |              |
| 1   | 1   | 16176.00    | Per Loco    | 91.54     | 1480751.04  | AT Par   | 1480751.04 |              |
|   | <b>Description:-</b> Cost For Only Cab & Lookout Glass Cleaning Of Both Side Cabs Of Electric Locomotives At SRC Trip Shed along with cleaning materials for two years including GST @ 18%. |             |             |           |             |          |            |              |
| S.No.   | Item Code   | Item Qty    | Qty Unit    | Unit Rate | Basic Value | Escl.(%) | Amount     | Bidding Unit |
| <b>Schedule () 3-Cost For Pit &amp; Shed Floor (Including Inspection Pit) Cleaning At Trip Shed SRC Along With Cleaning Materials for two years Including GST @ 18%</b>                         |   |             |             |           |             |          | 1867632.00 |              |
| 1   | 1   | 15563600.00 | Square Foot | 0.12      | 1867632.00  | AT Par   | 1867632.00 |              |
|   | <b>Description:-</b> Cost For Pit & Shed Floor (Including Inspection Pit) Cleaning At Trip Shed SRC Along With Cleaning Materials for two years Including GST @ 18%                         |             |             |           |             |          |            |              |
| S.No.   | Item Code   | Item Qty    | Qty Unit    | Unit Rate | Basic Value | Escl.(%) | Amount     | Bidding Unit |
| <b>Schedule () 4-Cost For General Cleaning Work At SRC Trip Shed &amp; SRC Crew Lobby along with cleaning materials for two years including GST @ 18%.</b>                                      |   |             |             |           |             |          | 836032.80  |              |

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|  |   |            |             |      |           |        |           |  |
|--|---|------------|-------------|------|-----------|--------|-----------|--|
| 1  | 1 | 6966940.00 | Square Foot | 0.12 | 836032.80 | AT Par | 836032.80 |  |
| <b>Description:-</b> Cost For General Cleaning Work At SRC Trip Shed & SRC Crew Lobby along with cleaning materials for two years including GST @ 18%. |   |            |             |      |           |        |           |  |

**3. ITEM BREAKUP**

|                        |
|------------------------|
| No item break up added |
|------------------------|

**4. ELIGIBILITY CONDITIONS**

**Important :** All documents uploaded and remarks / confirmation entered by the bidders against any eligibility condition shall be opened as part of technical bid only

**Special Financial Criteria**

| S.No. | Description  | Confirmation Required | Remarks Allowed | Documents Uploading |
|-------|--|-----------------------|-----------------|---------------------|
| 1     | T1- Financial Turnover- The bidder should have an aggregate financial turnover not less than 1.5 times the advertised Bid value during the last three previous financial years and in the current financial year upto the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by the chartered accountant with his/her stamp, signature and membership number shall be considered. (Clause 2.6.1.2 of GCC Service-2018)   | No                    | No              | Allowed (Mandatory) |
| 1.1   | T-2 Liquidity: The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments of other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with bid. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity. The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months old as on date of submission of bids. (Clause 2.6.1.2 of GCC Service-2018) | No                    | No              | Allowed (Mandatory) |
| 1.2   | The balance sheet and all other financial documents attested/certified by CAs to substantiate fulfilment of Financial Eligibility Criteria should be with UDIN, failing which the offer is likely to be rejected without any further reference.  | No                    | No              | Not Allowed         |
| 1.3   | N.B. i) Bidders may upload the document for Financial Data duly certified by chartered accountant with her stamp, signature and membership number in the sample format in Annexure-B. ii) Sample format for banking reference for liquidity in Annexure-C.   | No                    | No              | Allowed (Optional)  |

**Special Technical Criteria**

| S.No. | Description | Confirmation Required | Remarks Allowed | Documents Uploading |
|-------|-------------|-----------------------|-----------------|---------------------|
|-------|-------------|-----------------------|-----------------|---------------------|

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|-----|---|----|----|---------------------|
| 1   | Work Experience: The bidder should have satisfactorily completed (Completed service contract includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid) in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single service contract for a minimum of 35% of advertised value of the bid. Definition of Similar Service Contract specified by the competent authority: "Cleaning of Loco Body of Electric/Diesel Locomotives/EMU/DMU Cleaning of Cab,in any Electric/Diesel Loco Shed, Pooling Point, Workshop/PU/EMU/DMU Carshed of Indian Railway/ Govt Organization or Public sector Undertaking ". Work experience Certificate from of any private individual will NOT be accepted. Certificate from public listed company/private company/Trusts having annual turnover of Rs.500 crore and above subject to the same being issued from their Head Office by a person of the company duly enclosing his authorization by the Management for issuing such credentials. Notes: the bidder shall submit details of work executed by them in the prescribed format alongwith bid for the service contracts to be considered for qualification of work experience criteria clearly indication the nature/scope of contract, actual completion cost and actual date of completion for such contract. (Clause 2.6.1.1 of GCC Service-2018) | No | No | Allowed (Mandatory) |
| 1.1 | N.B Bidders may upload the document of completion certificate. Sample format for completion certificate for work experience in Annexure-A   | No | No | Allowed (Optional)  |

**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)  |

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

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

**5. COMPLIANCE**

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**Commercial-Compliance**

| S.No. | Description   | Confirmation Required | Remarks Allowed | Documents Uploading |
|-------|---|-----------------------|-----------------|---------------------|
| 1     | The intending Tenderer should possess valid Contractors License/Trade License issued by Govt.Licensing Authorities.   | No                    | No              | Allowed (Mandatory) |
| 2     | Mandate form to be submitted with this tender document duly verified from the bank.   | No                    | No              | Allowed (Mandatory) |
| 3     | PAN details should be attached  | No                    | No              | Allowed (Mandatory) |
| 4     | The tenderer must upload a copy of GSTIN Registration No. with the tender document  | No                    | No              | Allowed (Mandatory) |
| 5     | The tenderer must upload a copy of ESIC & EPF registration no with the tender document  | No                    | No              | Allowed (Mandatory) |
| 6     | Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions. | No                    | Yes             | Allowed (Optional)  |

**General Instructions**

| S.No. | Description   | Confirmation Required | Remarks Allowed | Documents Uploading |
|-------|---|-----------------------|-----------------|---------------------|
| 1     | The tenderers shall keep the offer open for a minimum period as mentioned in NIT from the date of opening of the tender, within which period the tenderers can not withdraw their offer, subject to the period being extended further if required, by mutual agreement from time to time. Any intervention of the above condition will make the tenderer liable for forfeiture of his security deposit for due performance of the foregoing stipulation.                    | No                    | No              | Not Allowed         |
| 1.1   | Offers shall be deemed to be under consideration immediately after they are opened and until the official intimation of award of contract is made by the Railways to the tenderer. If necessary, the Railways will obtain clarification on the offers by requesting for such information from any or all the tenderer, in writing as may be considered necessary. Tenderer will not be permitted to change the substance of their offers after the offers have been opened. | No                    | No              | Not Allowed         |
| 1.1.1 | It is understood and agreed that the Contractor has, by careful examination, satisfied herself as to the nature, scope and location of the services, the type i character of equipment and facilities needed preliminary to, and during the progress of the services, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the services under the contract.   | No                    | No              | Not Allowed         |
| 1.2   | The Contractor shall submit their (1)official address, (2)e-mail address, (3)telephone no. (4) mobile no. and fax no. (5)GSTIN so that necessary communication can be made by the Railways as and when required   | No                    | No              | Not Allowed         |
| 1.3   | The submission of a Tender by a tenderer(s) shall be deemed to imply and will be considered as he has read, understood and abided by ALL the terms and conditions, specification, rules/Laws stated therein.  | No                    | No              | Not Allowed         |
| 1.4   | Income Tax Clearance Certificate: The tenderer(s) is/are required to produce along with his/their tender an authorized copy of the Income Tax Clearance Certificate or a sworn affidavit duly countersigned by the Income Tax Officer to the effect that he/they have no taxable income.  | No                    | No              | Not Allowed         |

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|------|---|----|----|-------------|
| 1.5  | Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he entered in the tender form are adequate and all inclusive for the completion of work to the entire satisfaction of the Manager.   | No | No | Not Allowed |
| 1.6  | Rates quoted should be inclusive of all taxes including GST(Goods and Service Tax)as applicable (as per extant rule). The tenderer must upload a copy of GSTIN Registration No. with the tender document  | No | No | Not Allowed |
| 1.7  | 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 |
| 1.8  | Maximum size of a single attached document in (scanned PDF format only)will be limited to 1(one) mega byte(MB).   | No | No | Not Allowed |
| 1.9  | Should a tenderer find the discrepancies in, or omissions from the drawings or any of the tender forms or should be in doubt as to their meaning, he should at once notify the authority inviting tenders who may issue a corrigendum. 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 tenders shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.   | No | No | Not Allowed |
| 1.10 | The contractor (where applicable) has to be registered/process(within one week of LOA) for Employee State Insurance Corporation (ESIC) along with Labour Identification Number (LIN) and Universal Account Number (UAN) of EPFO for all the labours & supervisors employed in this contract for their social security. Railway will pay the amount as notified in the tender schedule after submission of documents. No additional amount will be paid for processing or registration fees. Agencies/Contractor should quote the rate keeping all theses in mind. The above registration can also be done through the online portal <a href="http://www.shramsuvridha.gov.in">www.shramsuvridha.gov.in</a>  | No | No | Not Allowed |
| 2    | Execution Co-Relation And Intent Of Contract Documents :  | No | No | Not Allowed |
| 2.1  | Execution Co-Relation And Intent Of Contract Documents : The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for proper execution of the services. Materials or works/services not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the contractors unless distinctly specified in the contract documents. Materials or works/services described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognised standards.                                  | No | No | Not Allowed |
| 2.2  | Law Governing The Contract :The contract shall be governed by the law for the time being in force in the Republic of India.   | No | No | Not Allowed |
| 2.3  | Compliance To Regulations And Bye-Laws : The Contractor shall conform to the provision of any statute relating to the services and regulations and bye-laws of any local authority and of any water, drainage and lighting companies or undertakings, with whose system the services are proposed to be provided and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Manager in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof. | No | No | Not Allowed |

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| 2.4 | Communications To Be In Writing : All notices, communications, reference and complaints made by the Railway or the Manager or the Manager's Representative or the Contractor inter-se concerning the works/services shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.  | No | No | Not Allowed |
| 2.5 | Service Of Notices On Contractors : The Contractor shall furnish to the Manager the name, designation and address of her/his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or her authorised agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Manager. | No | No | Not Allowed |
| 3   | Tenderer's Credentials :  | No | No | Not Allowed |
| 3.1 | Documents testifying tenderer's previous experience and financial status should be produced along with the tender. Tenderer(s) should submit along with his / their tender credentials to establish : (i) His capacity to carry out the works satisfactorily. (ii) His financial status supported by Bank reference and other documents. (iii) Certificates duly attested and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past  | No | No | Not Allowed |
| 4   | EARNEST MONEY DEPOSIT (EMD) :   | No | No | Not Allowed |
| 4.1 | The Bidder shall be required to deposit earnest money with the Bid for the due performance with the stipulation to keep the offer open till such date as specified in the Bid, under the conditions of Bid. The earnest money shall be as under : (a) For works/services estimated to cost up to Rs. 1 crore----- 2% of the estimated cost of the work (b) For works/ services estimated to cost more than Rs. 1 crore. Rs.2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond Rs.1 crore subject to a maximum of Rs. 1 crore  | No | No | Not Allowed |
| 4.2 | The earnest money shall be rounded to the nearest Rs.10/-. This earnest money shall be applicable for all modes of bidding. MSEs registered with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or Start-ups as recognised by Department of Industrial policy & Promotion shall be exempted from payment of minimum EMD detailed in the bid.   | No | No | Not Allowed |
| 4.3 | It shall be understood that the Bid documents have been sold/issued to the Bidder and the bidder is permitted to bid in consideration of stipulation on their part, that after submitting her bid she will not resile from her/their offer or modify the terms and conditions thereof in a manner not acceptable to the Manager. Should the Bidder fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.  | No | No | Not Allowed |
| 4.4 | If the Bid is accepted, this earnest money (as mentioned above) will be returned to the successful bidder after the submission and verification of the Performance Guarantees as per clause 4.11 of GCC-Service (2018). The Earnest Money of other Bidders shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.  | No | No | Not Allowed |
| 4.5 | The Earnest money should be demanded in the form and manner as per the latest instructions issued by the Railway Board from time to time.   | No | No | Not Allowed |
| 5   | Performance Guarantee   | No | No | Not Allowed |

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| 5.1   | Performance guarantee at a rate of 5% (or as per latest amendments) of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 5% (or as per latest amendments) of the contract value in four separate parts of 1.25% each of the contract value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG 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 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. In case 60th day is a bank holiday or office closure next working days should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute. | No | No | Not Allowed |
| 5.2   | The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) (or as per latest amendments) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 5% (five percent) (or as per latest amendments) of the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways.   | No | No | Not Allowed |
| 5.2.1 | Vide Railway Board's letter No.2017/EnHM/25/11 Dt.24.05.2024, Performance Guarantee for services contracts, as given in Para 4.11 of GCC for Services, has been reduced from 10% to 5% for Service Contracts of Indian Railways. However, any instruction/amendment regarding Performance Guarantee amended from time to time will be implemented.  | No | No | Not Allowed |
| 5.3   | The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations upto the determination of the contract.   | No | No | Not Allowed |
| 5.4   | If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable maximum penalty, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.  | No | No | Not Allowed |

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| 5.5 | The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 5% (or as per latest amendments) of the contract value - (a)A deposit of cash; (b)Irrevocable Bank Guarantee; (c)Government Securities including State Loan Bonds at 5% below the market value; (d)Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks; (e)Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks; (f)A Deposit in the Post Office Saving Bank; (g)A Deposit in the National Savings Certificates; (h)Twelve years National Defence Certificates; (1) Ten years Defence Deposits; (j)National Defence Bonds and (k)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. Note - The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance. | No | No | Not Allowed |
| 5.6 | The Performance Guarantees shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid upto the stipulated date of completion and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the contractor shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days.  | No | No | Not Allowed |
| 5.7 | The Performance Guarantees (PGs) shall be released after physical completion of the work/ service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on No Claims Certificate" from the contractor. In case any contract provides for warranty/ maintenance clause then 25 % of the Performance Guarantee would be retained till the warranty/ maintenance period is over and a certificate to that effect is issued by the Manager.  | No | No | Not Allowed |
| 5.8 | Whenever the contract is rescinded, the Performance Guarantees shall be encashed/ forfeited. The balance work or services for the same shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed contractor is a Partnership firm, then every member/ partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract in his/her individual capacity.  | No | No | Not Allowed |
| 5.9 | The Manager shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of - (a)Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Manager may claim the full amount of the Performance Guarantee. (b)Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Manager. (c)The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.   | No | No | Not Allowed |



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| 6   | 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, her agents or employees, in the execution of the services/works wherever applicable or in her 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 |
| 6.1 | 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, or in relation to the execution of the services.   | No | No | Not Allowed |
| 7   | Execution of Contract Document : The Bidder whose bid is accepted shall be required to appear in person at the office of concerned Manager, as the case may be, or if a firm or corporation, a duly authorized representative shall so appear and execute the contract document within 7 days after receipt of notice issued by the Railway that such documents are ready; and failure to do so shall constitute a breach of the agreement affected by the acceptance of the bid in which case the Railway may determine that such Bidder has abandoned the contract and there upon her bid and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money of the bid and performance guarantees for the bid available with the Railway.   | No | No | Not Allowed |
| 7.1 | Commencement Of Services :The Contractor shall commence the services within 15 days (unless specified otherwise) after the receipt by her of an order in writing to this effect from the Manager or as directed by the Manager and shall proceed with the same with due expedition and without delay.  | No | No | Not Allowed |
| 7.2 | Compliance To Managers's Instructions :The Manager shall direct the order in which the several components of the services shall be provided and the Contractor shall execute without delay all orders given by the Manager from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the services in all respects. In cases, where performance or/and quality of services is/are found to be dissatisfactory, Manager or his representatives shall impose penalty as mentioned in bid document, subject to cumulative penalty for such dissatisfactory performance or/and quality of services does not exceeds 10% of original contract value or as prescribed in the bid document.   | No | No | Not Allowed |
| 8   | Partnership Deeds, Power Of Attorney Etc. : In case of a firm not registered under partnership Act. II, the power of attorney duly authorized by all of them should sign the tender and other connected document. A copy of the document empowering the individuals to sign should also be sent with the tender. In any case, Tenderer should disclose his constitution fully & copies of all necessary legal documents in support thereof should be submitted with the tender & originals thereof should be produced as and when called for any individual signing the tender or other documents connected there with should specify whether he is signing. i) As sole proprietor of the firm or his attorney or ii) As a partner or partners of the firm, or iii) For the firm as per procreation, or iv) As a Director, Manager or Secretary in the case of limited Co. | No | No | Not Allowed |

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| 8.1 | The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. 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 |
| 8.2 | The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with the tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partners should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary public or by Magistrate in favour of the specific person whether he or they be partners of the firm or any other person specifically authorizing him or them to submit the tender, sign the agreement, receive money, witness measurement, sign Measurement Books, compromise, settle, relinquish any claims preferred by the firm and signed No claim certificate and refer all or any dispute to arbitration. | No | No | Not Allowed |
| 9   | Illegal Gratification :   | No | No | Not Allowed |
| 9.1 | Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the Railway, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the Railway.   | No | No | Not Allowed |
| 9.2 | The Contractor shall not lend or borrow from or have or enter into any monitory dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission or any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.   | No | No | Not Allowed |

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| 10     | 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 7 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/ services 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 Manager as to whether the works/ services 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 |
| 10.1   | Extension Of Time In Contracts: Subject to any requirement in the contract as to completion of any portions or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses. However, care may be taken to ensure that the extension in service contracts (other than Consultancy contracts) is on the ground that new contract has not been finalized.  | No | No | Not Allowed |
| 10.1.1 | Extension Due To Modification: If any modifications have been ordered which in the opinion of the Manager have materially increased the magnitude of the services, then such extension of the contracted date of completion may be granted as shall appear to the Manager to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the services.  | No | No | Not Allowed |

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| 10.1.2 | Extension For Delay Not Due To Railway Or Contractor: If in the opinion of the Manager, the progress of services has any time been delayed by any act or neglect of Railway's employees or by other contractor employed by the Railway under Clause 4.20 of these Conditions or in executing the work/service not forming part of the contract but on which contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Manager pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the Railway for which she shall have specially applied in writing to the Manager or her authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Manager within 15 days of such happening, but shall nevertheless make constantly her best endeavours to bring down or make good the services and shall do all that may be reasonably required of her to the satisfaction of the Manager to proceed with the services. The contractor may also indicate the period for which the services is likely to be delayed and shall be bound to ask for necessary extension of time. The Manager on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in her opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself. | No | No | Not Allowed |
| 10.1.3 | Extension For Delay Due To Railways: In the event of any failure or delay by the Railway, to hand over the Contractor possession of the site necessary for the execution of the services, or to give the necessary notice to commence the services, or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.  | No | No | Not Allowed |
| 10.2   | Extension Of Time For Delay Due To Contractor : The time and uninterrupted delivery of services shall be deemed to be the essence of the contract and the service must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the services within the time/manner as specified in the contract for the reasons other than the reasons specified in Clause 5.1, the Railway may, if satisfied that the service delivery can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Manager may decide. On such extension, the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to 0.10% of the contract value of the service for each week or part of the week.  | No | No | Not Allowed |

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| 10.2.1 | For the purpose of this clause, the contract value of the services shall be taken as value as per contract agreement including any supplementary contract agreement issued. Provided also, that the total amount of liquidated damages under this condition, shall not exceed 5% In lieu, competent authority while granting extension to the currency of contract under Clause 5.2 of GCC may also consider levy of token penalty, as deemed fit based on the merit of the case of total value of the contract. This section does not limit Indian Railways from imposing any penalties under other provisions and such penalties will be applicable concurrently. Provided further, that if the Railway is not satisfied that the service can be completed by the Contractor and in the event of failure on the part of the contractor to complete the service within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Performance Guarantee and rescind the contract under Clause 7.4 of these Conditions, whether or not actual damage is caused by such default. | No | No | Not Allowed |
| 11     | Dispute: Any dispute arising out of interpretation of Drawings, specifications or any terms and conditions including special condition of the contract or arising during the execution of the work/contract, shall be settled by Railways and his decision shall be final and binding on the contractor/tenderer(s).  | No | No | Not Allowed |
| 12     | Variations, Measurement And Payments  | No | No | Not Allowed |
| 12.1   | Modification To Contract To Be In Writing : In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no service shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.  | No | No | Not Allowed |
| 12.2   | Powers of Modification To Contract : The Manager on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the services or make any alterations in their design, character position. site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional service to be done or any services not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.  | No | No | Not Allowed |
| 12.2.1 | Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted. The contractor shall be bound to carry out the service at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of services.  | No | No | Not Allowed |
| 13     | VARIATION IN QUANTITIES During Execution of Service Contracts.  | No | No | Not Allowed |

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| 13.1 | <p>Variations in Quantities During Execution of Service Contracts: The procedure detailed below shall be adopted for dealing with variations in quantities during execution of service contracts - 1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required. 2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions: (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade; (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender; (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;</p>   | No | No | Not Allowed |
| 13.2 | <p>iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender. (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value. (c) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&amp;CAO / FA&amp;CAO(C) and approval of General Manager. 3. In cases where decrease is involved during execution of contract - (a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence. (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities. (c) It should be certified that the work proposed to be reduced will not be required in the same work. 4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value. 5. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate). 6. For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies. 7. For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager. 8. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement, the vitiation shall be on the contractor's account (payment shall be restricted to the lowest calculated value of all valid offers).</p> | No | No | Not Allowed |

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| 14   | Agreement: The successful tenderer(s) shall be required to execute an agreement with the President of India acting through Sr.divisional electrical Engineer/ OP/Kharagpur of South Eastern Railway for carrying out the work according to General Conditions of contract as amended/corrected up to correction slip Successful tenderer(s) shall have to execute Agreement in the standard form within 07 days after receipt of notice issued by the Railway that such documents are ready. If the tenderer(s) fails or refuses to enter into such agreement after having been informed in writing, the Railways shall be entitled to forfeit the earnest money and the work will be executed without his risk and cost.  | No | No | Not Allowed |
| 15   | With all correction slips upto date,the contractors who are working in the Establishment through contract Labour should get themselves registered with the Assistant Labour Commissioner,Central concerned as required under Contract Labour,Regulation and Abolition Act,1970 and the Contract Labour, Regulation and Abolition, Act 1971 and obtain a licence from the Assistant Labour Commissioner,Central concerned and produce the same to the Railway before signing of the agreement failing which the contract awarded will be terminated on the grounds that they have not complied with the legal provisions of the said act and earnest money forfeited.   | No | No | Not Allowed |
| 16   | For transportation of plants,equipments and materials required for the work the contractor/s will make his/their own arrangements either by Road Transport or any other transport.The Railway Administration will not take any responsibility whatsoever and no separate charges will be paid for carriage of materials and transportation of plants and equipments.   | No | No | Not Allowed |
| 17   | 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 in any manner whatsoever without the special permission in writing of the Railway. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 7.4 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. The permitted subletting of services 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 |
| 18   | Payment terms: - The standard payment terms subject to recoveries of any amount under the liquidated damages clause of contract will be as under:  | No | No | Not Allowed |
| 18.1 | Payment as above shall be subject to any deductions of any amount for which the contractor is liable under the contract against this tender including penalty as specified in penalty clause or any other contract in respect of which the President of India is the contracting authority. While releasing payment statutory deduction shall be made as under:- i)Income tax and surcharge on income tax, educational cess, conservancy cess charges as applicable from time to time. ii)Security deposit (where applicable) @ 10% of bill value till the entire amount is realized. iii)Penalty imposed if any as per penalty clause. iv)Cost of any loss/damage/shortage etc. during handling and treatment in Railway. Bills referred by the contractor after 06 months of its becoming due must be accompanied by sufficient justification for delay in submission of the bill and the administration reserves the right to reject such claims as barred and untenable. | No | No | Not Allowed |
| 18.2 | Although every effort is made to make payments in time, unavoidable little delays in payments in unforeseen circumstances cannot be ruled out and the contractor will have to continue with the work. Rounding off amounts: - The total amount due to each certificate shall be rounded off to the nearest rupee i.e. sums less than 50 paisa shall be omitted and sums of 50 paisa or more up to Re.1/- will be reckoned as Re.1/-.   | No | No | Not Allowed |

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| 18.3 | Post Payment Audit:- It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and / or technical examination of the works / services and the final bill including all supporting vouchers,abstracts etc. and to make a claim on the contractor for the refund of any excess amount paid to her, if as a result of such examination any over-payment to her is discovered to have been made in respect of any services done or alleged to have been done by her under the contract.  | No | No | Not Allowed |
| 18.4 | "On-Account" Payments : The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Manager she has executed in terms of the contract. All payments due on the Manager's or the Manager's Representative's certificates of measurements shall be subject to any deductions which may be made under these presents provided always that the Manager may by any certificate make any correction or modification in any previous certificate which shall have been issued by her and that the Manager may withhold any certificate, if the services or any part thereof are not being carried out to her satisfaction.   | No | No | Not Allowed |
| 18.5 | On Account Payments Not Prejudicial to Final Settlement : "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of service having been executed nor of the manner of its execution being satisfactory.  | No | No | Not Allowed |
| 18.6 | Manner of Payment: The payments would be released in the manner as specified by the Railway Board time to time.   | No | No | Not Allowed |
| 18.7 | Points to be ensured while Passing the Bills: (a)Railways shall ensure that all relevant records are to be certified by the contractor and the employee nominated by Principal Employer, before passing the bills of the contractor including but not limited to those provided in the Annexures III - XI. (b)Railways shall ensure that Gross Minimum wages including ESI, PF etc. is paid as per the actuals by the contractor to all workers. In case, if the Contractor fails to pay the gross minimum wages, the same shall be informed to Regional Labour Commissioner. (c)Railways shall ensure that all the relevant records related to statutory obligations and agreement conditions are submitted by the contractor for claiming monthly bills. (d)Railways shall upload the details of the contractor online on the Employees' Provident Fund Organisation (EPFO) portal. Every month, Railways may, if required, cross -verify the contractor's monthly statements regarding PF and other contributions from the EPFO's records online. (e)The contractor is required to provide documentary evidence to show the coverage of all her workers or labour under the schemes mentioned in Clause 6.17 on an annual basis. Upon verification of the records by Railways, payments can be released to the contractor. | No | No | Not Allowed |
| 19   | Adequate safety precautions are to be taken by the Contractor to ensure safety of workmen engaged by him. Contractor should give necessary safety training related to the work. The contractor Labours/supervisor should be cautioned/vigilant about the movement of train and High voltage Over head equipment (OHE) while working in Railway sheds, yards and stations. The contractor must take utmost care to ensure that no damage to the Railway staff and property takes place due to any act of his workmen,while carrying out the work under this contract.  | No | No | Not Allowed |



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| 19.1 | Reporting of Accidents to Labour: The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub Contractors employed by him on the works. Adequate safety precautions are to be taken and training to be given to all the workers for maintaining all safety practices at workplace. Contractor shall report serious accidents to any of them however and wherever occurring on the works to the engineer/supervisor/ manager/consignee or the his/her representative and shall make every arrangements to render all possible assistance.  | No | No | Not Allowed |
| 19.2 | Treatment of Contractors staff in Railway Hospitals: The Contractor and his staff, other than Labourers and their families requiring medical aid from the Railway Hospitals and dispensaries will be treated as private patients and charged accordingly. The Contractors Labourers and their families will be granted free treatment in Railway hospitals and dispensaries where no other Hospitals or dispensaries are available provided the Contractor pays the costs of medicines, dressings and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray etc. and for surgical operation.  | No | No | Not Allowed |
| 19.3 | Clause 6.8: Provisions of Workmen's Compensation Act 6.8.1 This Act facilitates to provide for the payment by certain classes of employers to their workers of compensation for injury by accident. 6.8.2 It is the Employer's liability to pay the compensation to a worker for death or personal injury resulting into total or partial disablement or occupation disease caused to a worker arising out of and during the course of employment (Section 3). The amount of compensation is as per the Section 4 of the Act. 6.8.3 The contractor shall accept liability for compensation in accordance with the provisions of the Workmen's' Compensation Act, 1923 or any statutory modification thereof for the time being in force in respect of the persons employed by her/ him. 6.8.4 In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a worker directly or through petty contractor or subcontractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof by deducting it from any sum due by Railway to the Contractor. | No | No | Not Allowed |
| 20   | Certificate Of Completion Of Works : As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.  | No | No | Not Allowed |
| 21   | Adherence to Specifications: - The whole of the works/ services shall be executed in perfect conformity with the specifications and procedures (and drawings, wherever applicable) of the contract. If Contractor performs any act in a manner contrary to the specifications or drawings or any of them and without such reference to the Manager, she shall bear all the costs arising or ensuing there from and shall be responsible for all loss to the Railway.   | No | No | Not Allowed |

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| 22 | <p>Provision of Efficient and Competent Staff at Sites by the Contractor: - Clause 4.26 :- 4.26.1 The Contractor shall maintain efficient and competent staff to give the necessary directions to her workers and to see that they provide their services in proper and desirable manner and shall employ only such supervisors, workers &amp; labour in or about the execution of any of these services as are careful and skilled in the various trades. Daily record of such supervisors and labour shall be maintained. 4.26.2 The Contractor shall at once remove from the site any agents, permitted sub-contractor, supervisor, worker or labour who shall be objected to by the Manager. If and whenever required by the Manager, she shall submit a correct return showing the names of all staff and workers employed by her. 4.26.3 In the event of the Manager being of the opinion that the Contractor is not employing on the services a sufficient number of staff and workers as is specified or otherwise for proper execution of the services within the prescribed procedure and time, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Manager immediately and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind/ penalize the contract under suitable clauses of these/special conditions. 4.26.4 Deployment of Qualified Supervisors by the Contractor (a) The contractor shall also employ qualified supervisors based on value of the contract and the extent of services as prescribed in the Bid documents as 'Special Conditions of Contract' by the Tender Inviting Authority. (b) In case the contractor fails to employ the supervisor, as aforesaid in the above paragraph, she shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in this section or as provided for in the bid document. (c) Number of qualified supervisors required to be deployed by the Contractor for various activities contained in the service contract shall be specified in the tender documents by the tender inviting authority.</p> | No | No | Not Allowed |
| 23 | <p>Inspection Registers and Records: The Contractor shall maintain accurate records, plans and charts and the Engineer or his representative shall have access to this information at all times. Records of observations made shall be handed over to the Engineers representative. The Contractors representative will maintain the following registers at site. Site Order Register The Contractor shall promptly acknowledge orders given therein by Engineer or his representative and shall make all efforts to comply with them. The Contractor shall report to the Engineer the compliance so that it can be checked. Log Book of events All events are required to be chronologically logged in this book date and shift wise.</p>  | No | No | Not Allowed |
| 24 | <p>Attendance Register Railway representative will check the attendance register of the man deployed by contractor on daily basis to ensure proper execution of work. The attendance shall be recorded in a register maintained by the contractor supervisory staff and the contractors men shall have to sign on a daily basis. Such record to be produced on demand by railways authorized representative while preparing bill for payment.</p>   | No | No | Not Allowed |

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| 25   | Clause 4.24: Damage to Railway Property or Private Life and Property The Contractor shall be responsible for all risk involved in the services rendered and for trespass and shall make good at her own expense all loss or damage whether to the works/services themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor. | No | No | Not Allowed |
| 26   | Determination of Contract:   | No | No | Not Allowed |
| 26.1 | Clause 7.1 Right of Railway to determine the Contract : The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and/ or of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof.  | No | No | Not Allowed |
| 26.2 | Clause 7.2: Payment on Determination of Contract: Should the contract be determined under clause 7.1 and the Contractor claims payment for expenditure incurred by her in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Manager. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.   | No | No | Not Allowed |
| 26.3 | Clause 7.3: No Claim on Compensation: The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which she might have derived from the execution of the work in full but which she did not derive in consequence of determination of contract.  | No | No | Not Allowed |
| 27   | Determination of Contract Owing to Default of Contractor: Clause 7.4:  | No | No | Not Allowed |

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| 27.1   | If the Contractor should - (a)Become bankrupt or insolvent, or (b)Make an arrangement with of assignment in favour of her creditors, or agree to carry out the contract under a Committee of Inspection of her creditors, or (c)Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or (d)Have an execution levied on her goods or property on the services, or (e)Assign the contract or any part thereof otherwise than as provided in Clause 4.5 of these Conditions, or (f)Abandon the contract, or (g)Persistently disregard the instructions of the Manager, or contravene any provisions of the contract, or (h)Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or (i) Have been imposed with maximum cumulative penalty as per Clause 4.17.1, (j)Fail to remove materials from the site or to pull down and rectify service wherever applicable after receiving from the Manager notice to the effect that the said materials or (k)Have been condemned or rejected under Clause 4.25, 4.27 and 4.28 of these Conditions, or   | No | No | Not Allowed |
| 27.1.1 | (l) Fail to take steps to employ competent or additional staff and labour as required under Clause 4.26 of the Conditions, or (m)Fail to afford the Manager or Manager's representative proper facilities for inspecting the services or any part thereof as required under Clause 4.29 of the Conditions, or (n)Promise, offer or give any bribe, commission, gift or advantage either herself or through her partner, agent or servant to any officer or employee of the Railway or to any person on her or on their behalf in relation to the execution of this or any other contract with this Railway. (a)At any time after the Bid relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admits as one of its partners or employees under it, or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever, any retired officer of the Gazetted rank or any other retired Gazetted officer working before her retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such officer, unless such officer has obtained permission from the President of India or any officer duly authorised by her in this behalf, to become a partner or a director or to take employment under the contract as the case may be, or (p)Fail to give at the time of submitting the said bid: (1) The correct information as to the date of retirement of such retired officer from the said service, or as to whether any such retired officer was under the employment of the Contractor at the time of submitting the said Bid, or (ii)The correct information as to such officers obtaining permission to take employment under the Contractor, or (iii)Being a partnership firm, the correct information as to, whether any of its partners was such a retired officer, or (iv)Being in incorporated company, correct information as to whether any of its directors was such a retired officer, or (v)Being such a retired officer suppress and not disclose at the time of submitting the said Bid the fact of her being such a retired officer or make at the time of submitting the said Bid a wrong statement in relation to her obtaining permission to take the contract or if the Contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor. Then and in any of the said clause, the manger on behalf of the Railway may serve the Contractor with notices stipulated in the clauses 7.4.1, 7.4.2 & 7.4.3. | No | No | Not Allowed |
| 27.2   | Fail to give at the time of submitting the said tender: -   | No | No | Not Allowed |

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| 27.2.1 | The correct information as to the date of retirement of such retired officer from the said service or as to whether any such retired Engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or ii)The correct information as to such Engineer or officers obtaining permission to take employment under the Contractor, or iii)Being a partnership firm, the correct information as to, whether any of his partners was such a retired Engineer or officer, or iv)Being an incorporated company correct information as to whether any of its directors was such a retired Mechanical Engineer or a retired officer or   | No | No | Not Allowed |
| 27.2.2 | Being such a retired Engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired Mechanical Engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the Contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor. Then and in any of the said cases, the Engineer on behalf of the Railway may serve the Contractor with a notice in writing to that effect and if the Contractor does not within 7 days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice)and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI) should be issued. | No | No | Not Allowed |
| 28     | Clause 7.5: Right of Railway after Rescission of Contract owing to Default of Contractor: In the event of any or several of courses referred in clause (7.4.3) being adopted   | No | No | Not Allowed |
| 28.1   | Sub Clause 7.5.1: The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for the service wherever applicable there to for actually performed under the contract unless and until the Manager shall have certified the performance of such services wherever applicable and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.   | No | No | Not Allowed |
| 28.2   | Sub Clause 7.5.2: The Manager or Manager's representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the services or on the property on which these are being or ought to have been executed and to retain and employ the same in the further execution of the services wherever applicable or any part thereof until the completion of the services without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.   | No | No | Not Allowed |
| 28.3   | Sub Clause 7.5.3: The Manager shall as soon as may be practicable after removal of the Contractor fix and determined ex-parte or by or after reference to the parties or after such investigation or enquiries as she may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the services then actually done by her under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Manager should be released expeditiously.  | No | No | Not Allowed |

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| 29 | Accommodations and Railway Passes: No accommodations shall be given to any contractor(s) or staff/supervisors for the purpose of stay. Also, no Railway pass / PTO shall be given to them.  | No | No | Not Allowed |
| 30 | Dispute in specification: Any dispute arising out of interpretation of Drawings, specifications or any terms and conditions including special condition of the contract or arising during the execution of the srvcies/contract, shall be settled by Railways and his decision shall be final and binding on the contractor/tenderer(s).  | No | No | Not Allowed |
| 31 | Details of employees engaged by the contractor Before commencing the work, contractor shall submit a list of his employees as would be engaged by him for this work with details of names, address, phone no., age, marital status, election ID no. etc. Moreover, police verification of each and every staff/supervisor/supervisor-in-charge to be engaged for this work must be got done by the contractor at his own cost and one copy of police verification certificate must be submitted to SSE/consignee along with the details of the employee before starting the work.   | No | No | Not Allowed |
| 32 | Contractor will nominate a representative/supervisor-in-charge who will maintain liaison with the Railways, nominated representative regarding carrying out the said activities at specified areas.   | No | No | Not Allowed |
| 33 | Contractor should issue Identity cards with provision of hanging over neck to all his labour being engaged to carry out the Work, including the Supervisor. These identity cards should be so carried that Railway Security can identify them. The Identity cards should be hanged over neck by the contractors labour every time, during their presence on Railway Premises.   | No | No | Not Allowed |
| 34 | The quality of work will be closely monitored and shall be inspected daily by Railway Authority. The contractor will not employ any unethical practices to compromise the quality of work. Contractor or his men will not use any such means, which will affect the quality of work and may cause damage to Railway property due to such practice, for which contractor will be solely responsible. If any such incident takes place and the Contractor is found responsible, Railways will reserve the right to terminate the Contract immediately.  | No | No | Not Allowed |
| 35 | The contractors who are working in the Establishment through contract Labour should get themselves registered wherever applicable with the Assistant Labour Commissioner, Central concerned as required under Contract Labour, Regulation and Abolition Act,1970 and the Contract Labour, Regulation and Abolition, Act 1971 and obtain a licence from the Assistant Labour Commissioner, Central concerned and produce the same to the Railway before signing of the agreement failing which the contract awarded will be terminated on the grounds that they have not complied with the legal provisions of the said act and earnest money forfeited. | No | No | Not Allowed |
| 36 | EPF and ESI registration would be mandatory wherever applicable and documents towards EPF and ESI registration shall be submitted before execution of the agreement failing which contract will be terminated. The labours deployed by the contractor for the entire work should have individual Bank account in the their own name. The payment to the labour by the contractor should as far as possible be made through bank accounts of the individual labour as per the latest minimum wages issued from Chief labour commissioner (C).  | No | No | Not Allowed |

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| 37 | Clause- 5.7 : Price Variation Clause (PVC) The Price Variation Clause is devised as per the composition of an individual work/ service contract can be incorporated by the tender inviting authorities based on the following general principles. The amount payable on account of Price variation shall be settled every quarter. Clause-5.7.1 : Applicability: Price Variation Clause (PVC) shall be applicable only for tenders of value as prescribed by the Ministry of Railways through instructions/circulars issued from time to time and for long term contracts, where delivery period extends beyond 18 months.* Materials supplied free of cost by Railway to the contractors shall fall outside the purview of Price Variation Clause. If, in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation. (Also refer sub clause no-5.7.2, 5.7.3, 5.7.4, 5.7.5, 5.7.6, 5.7.7 and 5.7.8)  | No | No | Not Allowed |
| 38 | Clause 5.8: Price Variation During Extended Period of Contract: The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 5.1 of the Standard General Conditions of Contract. However, where extension of time has been granted due to contractor's failure under Clause 5.2, price adjustment shall be done as follows: Clause 5.8.1: In case the indices or minimum wages increase above the indices or minimum wages applicable to the last month of original completion period or the extended period under Clause 5.1, the price adjustment for the period of extension granted under Clause 5.2 shall be limited to the amount payable as per the Indices or minimum wages applicable to the last month of the original completion period or the extended period under Clause 5.1 of the General Conditions of Contract; as the case may be. Clause 5.8.2: In case the indices fall below the indices or minimum wages applicable to the last month of original/ extended period of completion under Clause 5.1, as the case may be; then the lower indices or minimum wages, as the case may be, shall be adopted for the price adjustment for the period of extension under Clause 5.2 of the Standard General Conditions of Contract. | No | No | Not Allowed |

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| 39 | <p>Clause 5.9: Maintenance of Works contemplated in the Services : Service contracts may have an element of work included to provide services. In such cases the content of this para shall be applicable - The Contractor shall at all times during the progress and continuance of the service and also for the period of maintenance of Works contemplated in the Service specified, if any in the Bid Form after the date of passing of the certificate of completion by the Manager or any other earlier date subsequent to the completion of the work that may be fixed by the Manager be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the work and shall make good from time to time and at all times as often as the Manager shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the work, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Manager so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of her failure in any respect. 5.9.1 Certificate of Completion of Works contemplated in Service: As soon as in the opinion of the Manager, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Manager shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work, if applicable, shall commence from the date of completion mentioned in such certificate. The Manager may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Manager and occupied or used by the Rail way. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance, if any shall commence from the date of completion on mentioned in the completion certificate issued for that part of the work.</p> | No | No | Not Allowed |
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| 39.1 | 5.9.2 Maintenance Certificate: In case maintenance period is specified in the contract, for any part the Contract, it shall not be considered as completed until a Maintenance Certificate shall have been signed by the Manager stating that the works have been completed and maintained to her satisfaction. The maintenance Certificate shall be given by the Manager upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Clause 5.9.1 of these Conditions shall have been completed to the satisfaction of the Manager and full effect shall be given to this Clause notwithstanding the taking possession of or using the works/ services or any part thereof by the Railway. 5.9.3 Contractor Not Absolved By Completion Certificate: The Certificate of Completion in respect of the works referred to in Sub-Clause 5.9.1 of this Clause shall not absolve the Contractor from her liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the Bid arising in the opinion of the Manager from materials or quality of workers not in accordance with the drawings or specifications or instruction of the Manager, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Manager be amended and made good by the Contractor at her own cost; and in case of default on the part of Contractor, the Manager may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to her under the contract. 5.9.4 Approval Only by Maintenance Certificate: No certificate other than Maintenance certificate referred to in Clause 5.9.3 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Manager nor shall any other certificate conclude or prejudice any of the powers of the Manager. | No | No | Not Allowed |
| 40   | All the Terms & Condition in this contract applies as per General Conditions of Contract for Services - 2018 with upto date correction slip will be followed.  | No | No | Not Allowed |
| 40.1 | OTHER CONDITIONS: If there is any item, which is not, covered in this tender paper, terms & condition mentioned in General Conditions of Contract(GCC)-for Service-2018 applicable to service contract of S.E. Railway shall apply. In case there is any contradiction between special condition and general condition of contract, the special condition of contract shall prevail.   | No | No | Not Allowed |

**Special Conditions**

| S.No. | Description   | Confirmation Required | Remarks Allowed | Documents Uploading |
|-------|---|-----------------------|-----------------|---------------------|
| 1     | As the tender is of outcome basis, Railway will only pay as per accepted schedule rate only. Contractor has to follow all labour laws and acts i.e Minimum Wages Act, payment of wages act, EPF, ESIC Act, payment of bonus act, Contract labour(R&A) Act and other relevant laws. Contractor has to provide payment slip, ESIC, EPF and other relevant document related to labour payment during processing of bill. | No                    | No              | Not Allowed         |

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| 1.1   | The staff provided by the Service Provider shall not be deemed employees of the railway hence the compliance of the applicable labour laws and acts i.e the Minimum Wages Act, Payment of wages Act PF,ESIC Act, Payment of Bonus Act, Contract Labour (R&A) Act and Other relevant laws will be sole responsibility of Contractor and railway will no way be responsible for any violation or liabilities in this regard. However, during bill processing contractor has to provide all documents related to labour like attendance, details of salary following the minimum wages, ESIC & EPF challans along with Contribution history and ECR containing the names of the engaged labours & payment confirmation of ESIC & EPF, Bonus and others relevant documents time to time for monitoring whether the contractor is following all labour related norms or not. | No | No | Not Allowed |
| 1.1.1 | As the work is directly related to train operations, Contractor should have to deploy sufficient number of manpower depending on the actual requirement in consultation with consignee i.e SSE/TRS/SRC for smooth execution of works. Tenderer before participation should consult with the consignee regarding number of staffs required to execute the work.  | No | No | Not Allowed |
| 2     | During duty hours if any accident/mishap happens with the contractor's staff then he will be fully responsible for it. In case any deputed staff by the contractor is being seriously injured /meet an accident while working, the contractor will be totally responsible to provide medical assistance to such employee of the contractor immediately and if any staff will meet with casualty while working, Railway Authority will not be responsible at any moment and railway administration will not provide any claim against the Same.  | No | No | Not Allowed |
| 3     | The Railways representative shall have the authority to advise the contractor to remove or replace any workman/men whom he considers incompetent, unsuitable or otherwise.  | No | No | Not Allowed |
| 4     | Any damage/theft/loss caused to Railway property due to negligence, carelessness on the part of the staff employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, Railways shall be within their rights to affect necessary recoveries from the contractor's bill and through other means as per the law.   | No | No | Not Allowed |
| 5     | Bangladeshi, Rohingya or any other foreigner, not entitled to work in India, must not be employed by the contract or/firm executing the contractual work.   | No | No | Not Allowed |
| 6     | Inspection may be carried out by Railway Administration, Supervision, officers and any other Railway employee authorized for inspection. The bidder(s) shall arrange proper conduct of inspection.  | No | No | Not Allowed |
| 7     | The contractor (where applicable) has to be registered/process(within one week of LOA/Work Order/Contract Order) for Employee State Insurance Corporation (ESIC) along with Labour Identification Number (LIN) and Universal Account Number (UAN) of EPFO for all the labours & supervisors employed in this contract for their social security. Railway will pay the amount as notified in the tender schedule after submission of documents. No additional amount will be paid for processing or registration fees. Agencies/Contractor should quote the rate keeping all theses in mind. The above registration can also be done through the online portal <a href="http://www.shramsuidha.gov.in">www.shramsuidha.gov.in</a>  | No | No | Not Allowed |
| 8     | Rates quoted should be inclusive of all taxes including GST (Goods and Service Tax) as applicable (as per extant rule). All applicable Taxes will be deducted as per schedule rate from contractor's monthly bill.  | No | No | Not Allowed |
| 9     | In case the contractor's job is found not up to the mark, the Railway Administration would be at liberty to terminate his/her contract.   | No | No | Not Allowed |

**RSO-KGP-ELECTRICAL/SOUTH EASTERN RLY  
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| 10 | The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any Such Verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.  | No | No | Not Allowed |
| 11 | The rate quoted by the bidder should ensure not to violate the labour rate. Moreover the bidder should ensure the minimum labour wage prescribed by Labour commissioner (central) during the course of execution and the bidder is liable to pay the enhanced rate if any during the execution of work.  | No | No | Not Allowed |
| 12 | Tenderer should take all precaution for safety of his/their labour. The Railway will not entertain any claim towards any accident whatsoever of the labour engaged by the contractor. Also labour employed will not have any claim towards employment in Railway organization at any point time  | No | No | Not Allowed |
| 13 | Rates should be inclusive of staff salary, other elements of wages, levies, imposition, handling charges etc. what-so-ever applicable and all other charges leviable by the Government (Central & State) from time to time. All statutory taxes and liabilities levied/leviable by the Central & State Govt. or any other governing authority from time to time shall be borne by the contractor and the rate shall be inclusive of tax liabilities.   | No | No | Not Allowed |
| 14 | Any changes in GST rate (increase/decrease) as the case may be shall be applicable in the contract and will be paid by the firm/Railway.   | No | No | Not Allowed |
| 15 | The staff must be free from all infectious diseases.   | No | No | Not Allowed |
| 16 | It is to be clearly understood that the schedule of item and quantities are only a rough assessment. The Railway Administration reserves the right either not to award any or all the works to the contractor or to increase or decrease the volume of work to the contractors without assigning any reasons for any such curtailment or increase in the volume of work and contractor will not be entitled to any compensation what-so-ever.  | No | No | Not Allowed |
| 17 | The contractor has to replace any workman deputed by him on the advice of Railway Administration.  | No | No | Not Allowed |
| 18 | Contractor should issue Identity cards duly signed in by the staff and Bidder(s) indicating the name of the firm and purpose with provision of hanging over neck to all his labour being engaged to carry out the Work, including the Supervisor. These identity cards should be so carried that Railway Security can identify them. The Identity cards should be hanged over neck by the contractors labour every time, during their presence on Railway Premises.  | No | No | Not Allowed |
| 19 | Tenderer are required to obtain a license from the concerned Assistant Labour Commissioner for the subject work, if the labour employed for the work is more than 20, and submit the same 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 Contract arising out of the resultant non execution of the work.  | No | No | Not Allowed |
| 20 | The labours deployed by the contractor for the entire work must have individual bank account in their own name. The payment to the labours by the contractor shall be made as per the latest minimum wages issued from Chief Labour Commissioner (C) through Bank Accounts of the individual labour only and not in Cash. The Contractor while submitting the on account/final bill for a particular month shall enclose the photocopy of the Bank statement showing that payment has been made directly to bank account of the labour in previous month. The payment of the contractor will not be released on failure to submit the bank statement for each and every labour. However, to regularize the bank payment, statement for 1st month may be exempted for submitting with on account bill of first month. | No | No | Not Allowed |

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| 21   | Tenderer should follow the minimum wages Act. and payment will be made to the deployed labour as per current prevailing rates and as amended from time to time during the contract period. ESIC, EPF, Bonus and other liabilities if any where necessary as per extant rule to be paid to the deployed labour. Violation of Labour rules may liable for termination of the contract at any stage of the contract period.  | No | No | Not Allowed |
| 22   | Special Conditions for the operators in this proposed Bid: i. Age of the staff employed by the contractor should not be less than 18 years and not more than 60 years of age ii. He/she shall be physically fit to do the job entrusted to him iii. He shall not have any criminal record or back ground. The Contractor / Agency providing the said contract will be held responsible in case such matter is revealed during Contract period   | No | No | Not Allowed |
| 23   | Employment/engagement of children in work is Strictly Prohibited in Railway premises.   | No | No | Not Allowed |
| 24   | No woman labour shall be employed except between the hours of 8.00 AM to 6.00 PM.   | No | No | Not Allowed |
| 25   | For all the items of the Schedule, unless otherwise specified in the schedule of items, the rate quoted by the Bidder includes (a) All Labour, Tools, Plant, Equipment and Machinery etc. (b) All lead, lift, ascent, descent, jungle clearance and making approach roads etc. (c) Loading, unloading, handling, re-handling and transportation of Railway Materials from the Railway Depot to site of works and vice versa. (d) All Royalty, octroi and other necessary taxes on materials and products.   | No | No | Not Allowed |
| 26   | The work should be executed as per scope of work for all days including holidays and Sundays. The staff engaged by the Tenderer must report with neat and distinct uniform.   | No | No | Not Allowed |
| 27   | The contractor should ensure that the person employed by him does not have any criminal background and political affiliation.   | No | No | Not Allowed |
| 28   | TAX DEDUCTION: 2% Income Tax will be recovered from the bill in accordance with section 1204C of the Income Tax Act 1961 as introduced through finance act of 1972, 1% TDS on CGST & 1% TDS on SGST and GST as applicable will be recovered as per GST Act 2017 or as amended from time to time. Conservancy cess(where applicable) on number of labour is also recoverable if the site of work falls under the Railway settlement limit.   | No | No | Not Allowed |
| 29   | Police Verification of Labour employed by Contractor (Clause 6.16 of GCC Services) : The contractor is required to submit Police Verification certificates for all contractual staff that she/he will be hiring for delivery of services for Indian Railways. (The format for the same is provided in the Annexure D attached inDocument Tab).  | No | No | Not Allowed |
| 29.1 | Furthermore, it is informed that the process for Police Verification has now been made on line by most state police forces. Individuals can now submit applications for PV through the online portal digitalpolice.gov.in, where police verification reports are generated following the standard procedure by the respective police authorities. It is strongly recommended that contractors be directed to use this digital platform for getting police verification of their staff conducted to ensure uniformity across Indian Railways. For those states, where the process of Police Verification has not been made on line, police verification should be submitted in the Performa/format circulated vide RB letter no. 2020/Sec(CCB)/45/50/Misc. dated 29.01.2020 (Annexure D enclosed in Documents Tab) | No | No | Not Allowed |
| 30   | Medical Certificate of Fitness for Labour (Clause 6.15 of GCC Services): The contractor shall not employ a person below 18 years of age. For the purpose of execution of work/ services under the contract, unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-E attached in document Tab) granted to each worker by a certifying surgeon certifying that she is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by her in this behalf and the person carries with her, while at work, a token giving a reference to such certificate.   | No | No | Not Allowed |

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| 30.1 | Period of Validity of Medical Fitness Certificate (Clause 6.15.1 of GCC Services): A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in her opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, she shall, if so required by the person concerned, state her reasons in writing for doing so.   | No | No | Not Allowed |
| 30.2 | Medical Re-Examination of Labour (Clause 6.15.2 of GCC Services): Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 18 to 65 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, she may serve on the Contractor, or on the person nominated by her/him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless she has been medically examined and certified that she has been granted a certificate of fitness or a fresh certificate of fitness. as the case may be. | No | No | Not Allowed |
| 30.3 | EXPLANATIONS: (1)Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933. (2)The Certifying surgeon must be a medical officer in the service of State or Municipal Corporation.   | No | No | Not Allowed |
| 31   | Special Clause: The tenderer may be advised to dis-continue the subject tender work at any time during the course of tender period due to implementation of any new system related to the subject tender as per the order of Competent Authority.   | No | No | Not Allowed |
| 32   | The tenderer should ensure the payment of deployed staff/labour by 1st week of every month. Release of payment from railway side may delay due to various departmental processes which may not hamper the labour payment, it should be ensured by the tenderer. Any discrepancies regarding labour payment, railway will not liable for any dispute and settlement to be done as per labour rule by the tenderer.   | No | No | Not Allowed |
| 33   | Contractor him self or his supervisor/representative/staff must provide the mobile phonenumber in each lobby/station/depot as the case may be before starting the work and keep in good working condition so that in emergency they can be contacted by the railway authority.  | No | No | Not Allowed |
| 34   | All deputed staff by the contractor will be responsible for their misbehaviours with any railway staff. If such misbehaviours or incidence will take place by contractor staff, competent authority will have right to impose penalty for such incidence and such employee shall be removed. In that case, the contract may be terminated by the competent authority, if necessary.   | No | No | Not Allowed |
| 35   | Non-compliance with any of the conditions set forth there in above is liable to result in the tender being rejected.  | No | No | Not Allowed |
| 36   | Labour Laws:- Violation of labour Laws and other important legislations/ provisions passed in favour of labours is not acceptable and any offer received which are violating such Laws/ Legislations/ Provisions will be rejected. Thus it is advised that the Contractor must strictly adhere to all the Labor Laws like Payment of wages act-1936, Minimum Wages Act-1946, Contract Labour (Regular and Abolition) Act-1970, The Employees Compensation Act-1923, Hours of employment Act, Employee state Insurance(ESI) act-1948, Employees Provident Fund & Miscellaneous Provisions Act-1952 which have amended from time to time.   | No | No | Not Allowed |
| 37   | PRICES AND PAYMENTS:  | No | No | Not Allowed |

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| 37.1   | As Labour rates increases by Government of India,Ministry of Labour &Employment, Office of the Chief labour Commissioner(C)/ New Delhi from time totime, will be effective during the contractual period. The contractor should take intoaccount the labour rate escalation /variation, ESI , PF deposit, Bonus etc beforequoting the rates and must pay accordingly to all the labours employed. No claim for additional payment/variation on this account shall be entertained. Thecontractor should ensure payment of wages and other remunerations to its labours as per existing Labour Laws and rates and norms.  | No | No | Not Allowed |
| 37.2   | Payment will be made in favour of the firm and the same payment will be made through NEFT/RTGS after filling up of the Measurement Book by Railway nominated supervisor/consignee duly following necessary formalities. On Account payment will be made Quarterly . Consignee i.e. nominated authority of Sr.DEE/OP/KGP will be the overall coordinator for activities of the said work who will certify about the quantity & quality of work undertaken by the contractor.   | No | No | Not Allowed |
| 37.3   | Quarterly payment will be made on 100% monthly works executed by the contractor of such items included in the schedule of price. Quarterly bill in quadruplicate shall be submitted by the contractor for verification through Consignee of the said work. Verified bills will be passed by Sr DEE(Operation) KGP and paid by Sr DFM/KGP. The following documents should be submitted along with the bills - (a)Progress report of the work executed by the contractor duly certified by railway representative/consignee (b) Detailed entries made in the measurement book. (c) Minimum Wages, ESI and EPF for all engaged Labours (Skilled/Semi-Skilled/ Unskilled) to be paid regularly without any excuse, (d) The contractual bill only be paid after verification of labour related issues. For this Contractor has to provide summary of payment slip, salary credited to individual bank account of labours, bonus, ESI and EPFO contribution statement (e.g. ESIC & EPF challan, contribution name list of engaged labour & payment confirmation)all must be matched. Any deviation will not be tolerated and payment will not be processed till clarification and settlement. (e)The labours deployed by the contractor for the entire work should have individual Bank account in their own name. The payment to the labour by the contractor should as far as possible be made through bank accounts of the individual labour as per the latest minimum wages (as and when amended) issued from Chief labour commissioner (C) and the same should be submitted at the time of preparation of bills which is mandatory or as and when demanded. (f) All the registers as mentioned in Scope of Work & Special Terms and Conditions to be submitted along with the bill. (g) Contractor will have to maintain a complaint register to record the complaints. The register should be put up to ADEE(OP)/KGP or DEE(OP)/KGP or Sr.DEE(OP)/KGP along with the bill. NB: - At the time of preparation/passing of bill complaint register to be submitted and all other documents submitted for passing of bills should be signed on all the pages by Contractor & Railway representative/Consignee. | No | No | Not Allowed |
| 37.4   | Consignee of the said work is SSE/TRS/SRC.  | No | No | Not Allowed |
| 37.4.1 | The contractor must ensure that the staff deployed by him must abide by the instructions given by SSE/TRS/SRC or his representatives.   | No | No | Not Allowed |
| 37.4.2 | Contractor will have to maintain a complaint register to record the Complaints by the occupant as they wish. The register should be put up to ADEE (OP)/ KGP or DEE(OP)/KGP or Sr. DEE (OP)/ KGP with the bill or as and when required duly signed by both the contractor and consignee on each page.   | No | No | Not Allowed |

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| 37.4.3 | For record purpose, an attendance register will be maintained by SSE/TRS/SRC having the detail working of duty shift wise of the staff deployed by the contractor. In the attendance register signature/thumb impression of the deployed shift-wise labours to be ensured. Same register to be produced at the time of preparation of bill duly checked & countersigned by consignee (or as instructed).                                    | No | No | Not Allowed |
| 38     | The contractor must acquaint himself with the present system of working before submitting his proposal. The tenderer/s should also satisfy himself / themselves thoroughly about the site of the work and the local conditions liable to be encountered during the execution of works are taken into account before submitting his/their tender.  | No | No | Not Allowed |
| 39     | The Railway Administration shall not be liable to pay any extra charges except the accepted rates.  | No | No | Not Allowed |
| 40     | The rates quoted shall be FIRM and shall include all statutory obligations on the part of the contractor.   | No | No | Not Allowed |
| 41     | If any dispute arises in this contract competent authority will have the power to dispose all the disputes which will be final and binding on the contractor  | No | No | Not Allowed |
| 42     | The contractor himself will visit the work spot at thrice in a week to ensure smooth working as per agreement   | No | No | Not Allowed |
| 43     | The scope of work and all special conditions will be implemented by the contractor.   | No | No | Not Allowed |
| 44     | Contractor shall furnish bio-data of all the staff deployed by him with I-cards duly signed by authorized representation of Sr. DEE/OP/KGP after approval of competent authority.   | No | No | Not Allowed |
| 45     | It is to be clearly understood that the schedule of item and quantities are only a rough assessment. The Railway Administration reserves the right either not to award any or all the works to the contractor or to increase or decrease the volume of work to the contractors without assigning any reasons for any such curtailment or increase in the volume of work and contractor will not be entitled to any compensation whatsoever. | No | No | Not Allowed |
| 46     | The Railway Administration reserves the right to terminate the contract at any given point of time if it is noticed that the contractor is unable to carry out the work as per GCC- Service clause. And administration will be entitled to engage another contractor/local labour or departmental employee with the prevailing rules in GCC- Service.   | No | No | Not Allowed |
| 47     | The tenderer should ensure the payment of deployed staff/labour as per clause no- 6.4.11 of GCC-Service-2018. Release of payment from railway side may delay due to various departmental processes which may not hamper the labour payment, it should be ensured by the tenderer. Any discrepancies regarding labour payment, railway will not be liable for any dispute and settlement to be done as per labour rule by the tenderer.      | No | No | Not Allowed |
| 48     | For regularizing the payment to the tenderer by the railway administration, there may be chances that it may take two to three months for paper works, so the tenderer should make their own arrangements for regular payments to the staff engaged by him/them.  | No | No | Not Allowed |
| 49     | Contractor himself or his supervisor/representative/staff must provide the mobile phone number in each lobby/station/depot as the case may be before starting the work and keep in good working condition so that in emergency they can be contacted by the railway authority.  | No | No | Not Allowed |
| 50     | Contractor should remain responsible for the general conduct and discipline of his labourers/staff. He should bear the cost of repair to any rolling stock, permanent way or other property of the Railway Administration getting damaged due to any deliberate work or otherwise on the part of him or his workers. He should also remain responsible for any theft of any Railway Property by the staff employed by him.                  | No | No | Not Allowed |

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| 51   | All deputed staff by the contractor will be responsible for their misbehaviors with any railway staff. If such misbehavior or incidence will take place by contractor staff, competent authority will have right to impose penalty for such incidence and such employee shall be removed. In that case, the contract may be terminated by the competent authority, if necessary.  | No | No | Not Allowed |
| 52   | During duty hours if any accident/mishap happens with the contractor's staff then he will be fully responsible for it. In case any deputed staff by the contractor is being seriously injured / meet an accident while working, the contractor will be totally responsible to provide medical assistance to such employee of the contractor immediately and if any staff will meet with casualty while working, Railway Authority will not be responsible at any moment and railway administration will not provide any claim against the Same. | No | No | Not Allowed |
| 53   | The Railways representative shall have the authority to advise the contractor to remove or replace any workman/men whom he considers incompetent, unsuitable or otherwise.  | No | No | Not Allowed |
| 54   | Any damage/theft/loss caused to Railway property due to negligence, carelessness on the part of the staff employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, Railways shall be within their rights to affect necessary recoveries from the contractor's bill and through other means as per the law.   | No | No | Not Allowed |
| 55   | The tenderer will make his own arrangement for housing his own labour and stores of materials. No accommodation shall be provided by the railway in this connection.  | No | No | Not Allowed |
| 56   | Railway is not liable to pay anything extra on account of idling of the contractor's labour under any circumstances.  | No | No | Not Allowed |
| 57   | It shall not be obligatory on the said authority to accept the lowest tender and no tenderer/tenderers shall demand any explanation for the cause of rejection of his/their tender.   | No | No | Not Allowed |
| 58   | Penalty: For the below mentioned penalties no claim in this account will be accepted and the deduction of payment will be totally in the discretion of Railway Administration only  | No | No | Not Allowed |
| 58.1 | In case of any negligence/violation reported by Consignee or any officer/staff or any unsatisfactory work in performing the subject work/contract condition and non compliance of scope of work will attract penalty @ Rs.5000/- per such instant/complaint or incidence. No claim in this account will be accepted and the deduction of payment will be totally in the discretion of Railway Administration only   | No | No | Not Allowed |
| 58.2 | The contractor must ensure that the staff deployed by him must abide by the instructions given by the Consignee or any officer/staff. Contactor shall be responsible for the behaviour of staff/labour deputed by him/them. In case of any failure in doing so or any misbehaviour or accident takes place by contractor staff, competent authority will have right to impose the penalty @ Rs.5000/- in such incident and have such employee removed and replaced.   | No | No | Not Allowed |
| 58.3 | No staff/ labour deputed should consume alcoholic liquor during duty or 8 hrs prior to duty. If any staff is found in drunken condition, he will immediately prohibited from work and suitable replacement to be made immediately. In such incidents contractor is liable for a penalty @ Rs.10,000/- in each cases.  | No | No | Not Allowed |
| 58.4 | This work is related to train operation & so the work must not be stopped for any reason. If the work is stopped totally due to any reason on Contractor's account, penalty of @Rs.2,000/- per hour will be charged or penalty of @Rs.50,000/- per day as the case may be.  | No | No | Not Allowed |
| 58.5 | In case the contractor fails to supply the required quantity of cleaning materials as per the scope of work for any month, or if the quality of materials supplied is found unsatisfactory and a complaint is received from the consignee regarding the same, a penalty of Rs.2000/- per such complaint/instance shall be imposed. No claim in this regard will be entertained, and the deduction of payment will remain entirely at the discretion of the Railway Administration.  | No | No | Not Allowed |



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| 59   | Updation of Labour data on Railway's Shramikkalyan Portal by contractor is mandatory as per Railway Board's Letter no- 2018/CE-I/CT/4, dated: 17/10/18.  | No | No | Not Allowed |
| 59.1 | As per Railway Board's Letter no- 2018/CE-I/CT/4, dated: 17/10/18, it is mandatory that the contractor shall submit a certificate to the Engineer/Consignee of his/their representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____ Month, _____ Year" while processing payment of any "On Account bill" or Final bill' or release of 'Advances' or Performance Guarantee/ Security deposit', | No | No | Not Allowed |
| 60   | Awarding of tender will be as per GCC-Service-2018 (with upto date ammendements/ correction slips) and as per guidelines/circulars issued by the administration/ Railway Board.  | No | No | Not Allowed |
| 60.1 | All statutory taxes and liabilities levied/leviable by the Central & State Govt. or any other governing authority from time to time shall be borne by the contractor and the rate shall be inclusive of tax liabilities.   | No | No | Not Allowed |

**Technical-Compliances**

| S.No. | Description  | Confirmation Required | Remarks Allowed | Documents Uploading |
|-------|--|-----------------------|-----------------|---------------------|
| 1     | Tenderer must upload all documents related to eligibility criteria as mentioned in the tender documents both technical and financial criteria along with his/their tender documents, failing which his/their offer will be considered invalid and same shall be summarily rejected.  | No                    | No              | Not Allowed         |
| 2     | Employment/Partnership etc. of Retired Railway Employees (GCC Services Clause 2.5.1.1) (a) Should a Bidder be a retired Manager of the Gazetted rank or any other Gazetted Officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or (b) Should a Bidder being partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or (c) Should a Bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or (d) Should a Bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, then the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least one year prior to the date of submission of the Bid 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, or to take the employment under the contractor, has been obtained by the Bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorised by her in this behalf, shall be clearly stated in writing at the time of submitting the Bid. Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the Bidder, as the case may be, shall be summarily rejected. | No                    | No              | Allowed (Mandatory) |
| 2.1   | Should a Bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazette capacity in any department of Indian Railway, the authority inviting bids shall be informed of the fact at the time of submission of Bid, failing which the bid may be disqualified/ summarily rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in Clause 7.4 of the General Conditions of Contract.   | No                    | No              | Allowed (Mandatory) |

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| 2.2 | The contractor shall be disqualified/ summarily rejected from participating in the bidding for services in a Railway division, If any previous contract of the bidder or any of its constituents had been terminated under clause 7.4 in that Railway division, with in the previous 2 years from date of submission of bids. The declaration to this effect shall be furnished by the contractor as a part of his bid document otherwise offer will be summarily rejected.   | No | No | Allowed (Mandatory) |
| 2.3 | If the bidder or any of its constituents has been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc. The declaration to this effect shall be furnished by the contractor as a part of his bid document otherwise offer will be summarily rejected. In case this declaration is found to be false, process for 'banning of business' against the bidder/contractor shall be initiated as per extent rules.  | No | No | Allowed (Mandatory) |
| 2.4 | In case, the evaluated financial offers of two or more technically qualified bidders are Lowest and same then clause 2.6.4 of GCC for Services shall be followed. In this scenario Annexure-1 in GCC for Services shall be considered for scoring and Bidders must ensure to upload all necessary documents as asked in Annexure-1 (in GCC for Services) during participation.  | No | No | Allowed (Mandatory) |
| 3   | The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. 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 | Allowed (Mandatory) |
| 4   | As per GCC for Service Contract "Eligibility of Bidders and bid Evaluation" of GCC for service contract -2018, Bidders should certify the following points. a)Any Central government department /Ministry of Railways must not have banned business with the Bidder (any member in case of JV) as on the date of Bid submission. b)If the bidder (any member in case of JV /Consortium) must not have suffered bankruptcy / Insolvency during the last 5 years. The Bidder should submit an undertaking to this effect as part of the bid.  | No | No | Allowed (Mandatory) |

**Undertakings**

| S.No. | Description   | Confirmation Required | Remarks Allowed | Documents Uploading |
|-------|---|-----------------------|-----------------|---------------------|
| 1     | I/We have gone through the conditions and instructions mentioned in tender and same are understood and accepted by me/us.   | No                    | No              | Not Allowed         |
| 2     | All the Terms & Condition in this contract applies as per General Conditions of Contract for Services - 2018 with upto date correction slip will be followed.   | No                    | No              | Not Allowed         |
| 3     | Tenderer should follow the minimum wages Act. and payment will be made to the deployed labour as per current prevailing rates and as ammended from time to time during the contract period. ESIC, EPF, Bonus and other liabilities if any where necessary as per extant rule to be paid to the deployed labour. Violation of Labour rules may liable for termination of the contract at any stage of the contract period. | No                    | No              | Not Allowed         |
| 4     | All the bidders / tenderers should ensure that they are GST compliant and their quoted rates are as per GST law.  | No                    | No              | Not Allowed         |

**RSO-KGP-ELECTRICAL/SOUTH EASTERN RLY  
TENDER DOCUMENT**

**Tender No:** RSO-KGP-LOCO-SRC-2-26

**Closing Date/Time:** 02/07/2026 15:00

|    |   |    |    |             |
|----|---|----|----|-------------|
| 5  | The quoted rates should be inclusive of all taxes where applicable including GST (Goods and Service Tax) as applicable (as per extant rule) and other charges as leviable by the State Government/central Government. The tenderer must upload a copy of GSTIN Registration No. with the tender document.   | No | No | Not Allowed |
| 6  | Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Service Tax Act, 2017 (IGST)/Union Territory Goods and Services Tax Act, 2017 (UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates. | No | No | Not Allowed |
| 7  | 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 |
| 8  | 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 |
| 9  | Terms and Condition mentioned in the all uploaded documents are applicable and binding in this contract.  | No | No | Not Allowed |
| 10 | Only relevant documents should be uploaded towards eligibility criteria. All documents uploaded towards eligibility criteria must be legible.   | No | No | Not Allowed |
| 11 | In case, the evaluated financial offers of two or more technically qualified bidders are Lowest and same then clause 2.6.4 of GCC for Services shall be followed. In this scenario Annexure-1 in GCC for Services shall be considered for scoring and Bidders must ensure to upload all necessary documents as asked in Annexure-1 (in GCC for Services) during participation.  | No | No | Not Allowed |

**6. Documents attached with tender**

| S.No. | Document Name              | Document Description |
|-------|----------------------------|----------------------|
| 1     | AnnexureA.pdf              | ANNEXURE A           |
| 2     | AnnexureB.pdf              | ANNEXURE B           |
| 3     | AnnexureC.pdf              | ANNEXURE C           |
| 4     | MandateForm.pdf            | MANDATE FORM         |
| 5     | PVC.pdf                    | ANNEXURE D           |
| 6     | MEDICALCERTIFICATE.pdf     | ANNEXURE E           |
| 7     | GCCS_R_2018_compressed.pdf | GCC for Services     |
| 8     | ScopeLocoCleaning.pdf      | Scope of Work        |

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:** AVICHAL VERMA

**Designation :** Sr.DEEP