**भंडार विभाग**

यह दस्तावेज़ प्रमुख मुख्य सामग्री प्रबंधक, पूर्वोत्तर रेलवे, गोरखपुर द्वारा जारी सभी निविदाओं पर लागू होगा। इस दस्तावेज़ में निम्नलिखित बातें शामिल हैं:

**बोली दस्तावेज़ संस्करण 42.0 (24.02.2025 से प्रभावी)**

**विषय सूची**

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Office of the
Principal Chief Materials Manager,
NORTH EASTERN RAILWAY, GORAKHPUR

## Section 1
## Instructions to Tenderers for E-Tenders

**1.** **Before filling up the tender form,** please read the

(A) Instruction to Tenderers for E-Tenders,
(B) General Conditions of Contract
(C) Special Conditions of Contract
(D) IRS Conditions of Contract (As Applicable).
(E) Schedule of Requirement
(F) Notice Inviting Tender

THESE ARE AVAILABLE ON THE WEB PAGE OF NORTH EASTERN RAILWAY, GORAKHPUR (www.ner.indianrailways.gov.in) AS ALSO ON THE IREPS WEB PAGE www.ireps.gov.in. THE CONTRACT WILL BE GOVERNED BY THESE CONDITIONS. YOUR DIGITAL SIGNATURE ON THE E-TENDER FORM WILL BE INDICATIVE THAT YOU HAVE READ AND ACCEPTED ALL THE CONDITIONS AND UNDERTAKE TO ABIDE BY THESE CONDITIONS UNLESS SPECIFICALLY DENIED / MENTIONED BY YOU IN YOUR OFFER.

**1.1.** On behalf of the President of India, Principal chief Material Manager, North-Eastern Railway (Gorakhpur), (hereinafter referred to as the 'Purchaser' or 'NER' or 'Railways') invites electronic tenders for the supply of items as set forth in the "Notice Inviting Tender" and "Item Details" page attached with "Financial Rate Page screen" of each electronic tender. The Contract, placed on successful tenderer(s), shall be governed by (i) the latest version of IRS Conditions of Contract, (ii) Instructions to tenderers for e-tenders (iii) General Conditions of Contract and (iv) Special Conditions of contract.

**1.2.** It will be presumed that the firms who have submitted the e-bid, have gone through and accepted all the terms and conditions of tender, until and unless firms specify the deviations from those conditions and so indicated specifically under the headings – "Technical Deviation Statement" and "Commercial Deviation Statements".

**1.3.** **E-Tender Document:** E-Tender documents consist of:

(A) Instruction to Tenderers for E-Tenders,
(B) General Conditions of Contract
(C) Special Conditions of Contract
(D) IRS Conditions of Contract (As Applicable).
(E) Schedule of Requirement
(F) Notice Inviting Tender
(G) Techno-commercial offer form including attachments (if any)
(H) Financial Offer Form

**1.4.** Manual offers shall NOT be accepted against E-Tenders. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.

**1.5.1** **Payment through ECS / EFT:**

**1.5.1.** The tenderer should give consent in a mandate form for receipt of payment through ECS / EFT (Annexure 5.4).

**1.5.2.** Tenderer should provide the details of Bank Account in line with RBI guidelines for the same. These details will include Bank's Name, Branch Name & Address, supplier's Account Type, supplier's Bank Account Number, and Bank & Branch Code (IFSC) as appearing on MICR cheque issued by bank.

**1.5.3.** Tenderer should attach certificate from their bank certifying the correctness of all above-mentioned information.

**1.5.4.** In case of non-payment through ECS/ EFT or where ECS / EFT facility is not available; payment may be released through cheque, depending upon merit. However, payment through ECS is preferable.

**1.5.5.** The bidder shall furnish following details in their offer to be incorporated in the purchase order;

(i) Supplier's Account no. (Type)
(ii) Bank Name & Code.
(iii) Branch name & Address. IFSC
(iv) Whether payment is through ECS / EFT or Cheque.

**1.6.** **Important conditions, deviation to which shall lead to summary rejection of offers**

**1.6.1.** **Price Variation Clause (PVC):** Tenderers are advised to quote as per specific Price Variation (PV) formulae and base date for RawMaterial prices given in the schedule of requirement. Offers with deviation in the PV formula and/or base date of price(s) of input raw material(s) other than as specified in the tender schedule, will be summarily rejected. **Offers from bidders quoting with fixed price where tender incorporates predefined PVC will also be summarily rejected.**

**1.6.2.** In case no PVC has been incorporated in the schedule of requirement, bidders must quote on fixed price basis only. **Offers with PVC in such cases will be summarily rejected.**

**1.6.3.** **Validity of offers:** Unless otherwise specified, offers should be valid for 60 days for Limited and Bulletin Tenders and 90 days for Advertised Tenders after closing date of tender. Any offer having lesser validity shall be deemed as **commercially unresponsive and will be summarily rejected.**

**1.6.4.** **DELETED**

1.6.5 "offer received in other than Indian currency (INR) against indigenous tender will be summarily rejected "

**1.7** **Bidder should invariably indicate GSTIN Number and HSN Code of the offered stores duly enclosing the documentary evidence.**

**1.8** Procurement of raw material must be done by the supplier as per the specified base dimensions only without taking any advantage of tolerance limit. The procurement document of the raw material must be produced by the supplier whenever asked by the inspecting agency.

**1.9** **Filling of E-Tender Form:**

**1.9.1.** Tenders should be duly filled in (on the assigned spaces), duly signed with the digital signature and submitted online. All mandatory fields marked with (*) have to be filled by the tenderers.

**1.9.2.** Tenderers must fill-in the techno-commercial offer form (consisting of eligibility criteria, terms and conditions, performance statement, deviation statement, checklist & special conditions etc.), financial offer form and attach scanned copies of necessary documents. The tenderers must note that they will be considered fully responsible for scanned copies of documents submitted by them under their digital signature and as per IT Act they will not be allowed to disown any submissions under the said digital signature.

**1.9.3.** All the mandatory fields of the Techno-commercial offer form and financial offer form (i.e. Ratepage) including basic rate, all taxes and duties or any other taxes/duties which may become applicable during the currency of the contract, freight upto destination and any other charges have to be filled up by the vendor. The unit of rate shall be as indicated in the tender schedule and cannot be altered by the vendor. All-inclusive rates on FOR destination basis shall be automatically calculated by the system and shown to the vendor through a Pop-up window before final submission of offer.

**1.9.4.** Tenderers should show discount, if any, at the specified place in the rate schedule only, instead of anywhere else in the offer. Discounts not shown at designated place will be summarily ignored for assigning inter-se ranking of offers. Further, conditional discount(s) linked with quantity, payment, Inspection agency, destination, delivery place etc. will not be considered while adjudging the inter-se position of offers received.

Purchaser, however reserves the right to avail any such conditional discount for placement of contract(s) and/or for counter-offering to the successful tenderers where considered warranted.

**1.9.5** **DELETED**

**1.9.6.** **Mode of Delivery:** Deliveries are preferably to be made by Road transport.

**1.9.7.** Manufacturer's name and address and Brand of the stores offered must be stated, if and wherever required as per drawing/ specification. Otherwise offers are liable to be rejected.

**1.9.8.** Corrigendum: Purchaser reserves the right to issue any corrigendum to the tender up to five days prior to the due date of opening of the tender, excluding the date of opening. Tenderers are also advised, in their own interest, to regularly check, till the opening of the tender, the website www.ireps.gov.in to see whether any such corrigendum to the tender has been issued or not and for submitting their e-bids or revising their e-bids.

**1.9.9.** The Tenderers are required to quote their rates in the tendered units (e.g. Nos./Kgs./Sets/Mtrs/Kmtrs etc.) as per the tender schedule.

**1.10. Original offer, Alternate Offer and Revised Offer:**

**1.10.1.** The vendors can submit a revised commercial offer any time before the stipulated date and time of submission of bid and in such a case, the last revised offer submitted shall be considered valid. Tenderers must note that only last Revised offer, which is deemed to supersede all previous offers shall be tabulated.

**1.10.2.** The tenderers can also submit "Alternate Offer". An Alternate offer will be so considered by the system, tabulated and placed at its appropriate position in the tabulation statement.

**1.11. Purchase Preference And Other Benefits To Micro And Small Enterprises MSE:**

Purchase Preference and Other Benefits To Micro And Small Enterprises MSE: In supersession of earlier policy of price preference and other benefits to the small scale and in keeping with the "Public Procurement for Micro and Small Enterprises (MSEs) order, 2012" issued by the Ministry of Micro Small and Medium Enterprises, Government of India, benefits/preference will be extended to the registered Micro and Small Scale Enterprises as follows: -

**1.11.1.** MSEs registered with any of the following shall be eligible for exemption from payment of Earnest Money

1. Udyam Registration.
2. Udyog Aadhar Memorandum (valid upto 30.06.2022 or as extended by Ministry of Micro, Small & Medium Enterprises)

In pursuance of the Public Procurement Policy on MSE, it has been decided that

**1.11.2.** In tenders, participating and registered MSEs quoting price within price band of (L1+15%) shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from Tender other than an MSE.

**(a)** Quantity reserved for ordering on MSE Vendors under the MSMED Act 2006 has been enhanced to 25% against the existing 20%.

**(b)** The sub-target for procurement from MSEs owned by SC/ST shall remain at 4% and for MSEs owned by women the sub-target shall be 3%, out of the total 25%. (In terms of Railway Board letter No.2010/RS(G)/363/1 dated 13.02.2019) **(Not in the specific tender)**

**1.11.3.** MSEs interested in availing themselves of these benefits must enclose, along with their offer, a copy of proof of their registration with any of the above-mentioned agencies

**1.11.4.** Failing submission of certificate as per Para 1.11.1 above, such offer will not be eligible for consideration of benefits detailed in MSE notification of Government of India dated 23.09.2012.

**1.11.5.** In terms of Railway Board letter no 2010/RS(G)/363/1 dated 04.07.17, while considering orders on startup and micro & small enterprises, criterion of prior turnover and prior experience is relaxed, subject to their meeting of quality and technical specification.

**1.11.6** An MSE shall be considered as that owned by SC/ST in following cases:

a) In case of proprietary MSE, proprietor(s) shall be SC/ST.

b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.

c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

**Note:** Tenderers shall upload valid documents as per MSE policy showing that the enterprise is owned by Scheduled Castes (SC)/ Scheduled Tribes (ST)/ women entrepreneurs to claim the benefit under this sub-classification, failing which it will be presumed that they have no claim under this sub-classification. For this purpose tenderers to submit details of share holding pattern & controlling stakes with Scheduled Castes (SC)/ Scheduled Tribes (ST)/ women entrepreneurs duly certified by Chartered Accountant.

**1.11.7** Traders/distributors/sole agent/works contract are not eligible to avail the benefits extended under the Public Procurement Policy for MSEs as they are excluded from the purview of the policy.

**1.11.8** In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

**1.11.9** The benefits of PPP should be given to all eligible MSEs irrespective of relevance of product Category.

**1.11.10** In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax

benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.

**1.12. Drawings and Specifications:**

**1.12.1.** If any tenderer happens to quote with his own Drawing No / Part No/ Specification, then, he shallhave to necessarily submit all the requisite documents and information in support of his offer being in conformity with the tendered Drawing / Specification. Furthermore, such drawings / specifications / catalogue are also to be uploaded, failing which the offer will be liable to be rejected. Tenderers should further note that in the event of their quoting as per their own drawing and/or specification, they should necessarily indicate the deviations in their drawing vis-a-vis tendered drawing in the form of "technical deviation" failing which the offer will be deemed as incomplete and will be dealt on its merits.

**1.12.2** All parameters/Clauses of specification should either be complied with or commented upon**.**

Deviation(s) in respect of those parameters/clauses, which are part of the technical specification, would be treated as technical deviation (s). Bidders are advised to bring those deviation(s) clearly in the technical deviation statement. In case, these deviations are not indicated in the technical deviation statement, it will be presumed that offer is as per the tendered specification in all respect. Any ambiguity shall be to the disadvantage of the bidder.

**1.13. Documents to be attached / uploaded along with e-Bid:**
Scanned/soft copies of the following documents should be uploaded along with the e-Bid:

**1.13.1.** Performance statement against Railways' orders for supply of same or similar items in the prescribed proforma. Supporting documents in support of supply of material such as Supply/purchase orders, inspection certificates, Receipt Notes/Receipt Order etc. to substantiate their past performance are required to be uploaded.

**1.13.2.** Tenderers own drawing/specification, if applicable.

**1.13.3.** Details of Machinery and Plant, other equipments, testing facilities, quality management / control systems and details of technical manpower available.

**1.13.4.** Letter of approval from RDSO / Railways indicating current validity and approval of their QAP by RDSO, wherever applicable.

**1.13.5.** Tenderers should also indicate their registration number with the concerned railway with monetary limit, trade groups for which registered, and validity date of registration,

**1.13.6.** Current and Valid NSIC/DIC Certificate, if registered with NSIC/DIC for the tendered item.

**1.14. Check Sheet for Vendors:**
Vendors are advised to complete the "Check Sheet" as it appears as Part-'G' in Techno-Commercial offer form of IREPS.

**1.15. Bid Submission:**

**1.16.1.** E-bid along with the relevant documents must be uploaded and digitally signed with the digital signature of the pre-authorized personnel of the tenderer already registered with the IREPS web site. Digital signature used must be "Class IIIB with Company Name" obtained from an Authority approved by the Controller of Certifying Agency, Ministry of Information Technology, Government of India.

**1.16.2.** Tenderers must look out for NIT as soon as it is available in IREPS website and upload their offer well in advance without waiting for closing date and time, to avoid last minute hassles in their own computer system or communication line. NORTH EASTERN RAILWAY, GORAKHPUR shall not be responsible for non-participation of vendors due to any technical problems on the day of tender closing time..

**1.16.3.** The e-procurement system does not permit submission of any offer after the closing date and time of that e-Tender. Hence there is no scope of any Late / Delayed offers in the online bidding process.

**1.16.4.** Firms are advised to ensure that address furnished by them for getting digital signature from accredited agencies are same as that furnished to and available with the centralized source/vendor approving authorities such as RDSO/CLW/DLW/ICF etc. They are further advised that while registering themselves in the IREPS website for participation in E-procurement system, the same address as above is filled up, to avoid any vitiation of information and consequent impairment in their credentials.

**1.17. Tender Opening:**

**1.17.1.** Electronic tender boxes will be opened only after stipulated date and time of the tender as shown on the IREPS Website.

**1.17.2.** After opening of the tender The icon will turn .

1.17.3. All the participating vendors who have submitted valid electronic offers can view their own offer details as well as the tender tabulation statement, after tender is opened, using internet access by visiting the web site www.ireps.gov.in instantly by clicking on the icon.

**1.17.4.** Railway does not guarantee opening of the tenders at specified date and time due to reasons beyond its control and hence tenders can be opened after the due date and time also. Vendors, however, cannot submit/modify any offer or attach any file to it after the closing date and time for submission of bid as stipulated in the tender notice as System does not permit the same after closure of the virtual tender box regardless of the fact whether tender has been opened or not.

**1.18. Earnest Money Deposit (EMD) for Stores Tenders: ( As per Railway Board's L/No. 2004/RS(G)/779/11/Pt. dated 23.12.2019).**

**1.18.1.** EMD amount shall be mentioned in all tenders irrespective of the nature of the tender as per the EMD amount mentioned in clause 1.18.3 below or as decided by the purchaser under the policy. There shall be no exemption from submission of EMD for any tender or by any tenderer, subject to provisions under clause 1.19.8 below except following :

(a) (i) EMD shall normally not be called against limited tenders with estimated value upto Rs. 25 laks( including single tenders, global limited tenders).

(ii) If considered necessary, authority competent to issue tender may incorporate the condition to call for EMD even in such limited tenders, on case to case basis.

(b) Micro and Small Enterprises (MSEs) registered under udyam Registration shall be eligible to avail the benefits of PPP irrespective of relevance of product category as per Railway Board letter No. 2022/RS(G)/363/1 dt. 21.09.22.

(c) Other Railways and Government Department in terms of Railway Board's letter No. 2004/RS/(G)/779/11 dated 24.07.2007.

(d) Indian Ordinance Factories in terms of Railway Board's letter No. 92/RSS/(G)/363/1 dated 08.04.1993.

(e) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them in terms of Railway Board's letter No. 2003/RS/(G)/779/5 dated 10.09.2004.

(f) Vendors registered with Railways for the trade group of the item tendered.

(g) Vendors appearing on the approved vendor lists of RDSO/PUs/CORE, subject to approval status being valid on the date of tender closing.

(h) Vendors registered with Railways for supply of medicine , medical equipments and consumables shall be exempted from submission of EMD for these items.

(i) In tenders issued against PAC, OEM in whose favour PAC has been issued shall be exempted from submitting from EMD. KVIC and ACASH shall be exempted from EMD for items supplied by them.

**1.18.2** All vendors exempted from submitting EMD as per para 1.18.1 above, irrespective of type of tender i.e. single, limited or open, shall be required to sign a bid securing declaration as per Annexure 5.8.

**1.18.3** Offer submitted without EMD shall be summarily rejected.

**1.18.4Amount of EMD:**

| Estimated value of tender | EMD ( rounded off to nearest higher Rs. 10 (ten) |
|---|---|
| Above Rs. 25 lakh and upto Rs. 50 cr. | @2% of the estimated value of the tender subject to Max. Rs. 20 lakh. |
| Above Rs. 50 cr. | Rs. 50 lakh. |

***1.18.5 Deleted***

**1.18.6** In order to digitize the tendering process in Indian Railways, it has been decided that for all indigenous offers, the tender cost, EMD, BSV will be accepted only via the online system as available on IREPS. (In terms of Railway Board letter No.2016/RS(M)/Payment Gateway dated 26.07.2016)

**1.18.7** **Validity of EMD**: EMD should remain valid for a period of 45 days beyond the final bid validity period,which should also be extended whenever bid validity is extended. No interest will be allowed on EMD.

**1.18.8** Automatic release of EMD wherever due:

**1.18.8.1** EMD shall be refunded when only one of the following conditions is satisfied.

(a) After finalization of tender the bidder is an unsuccessful bidder.

(b) Validity of offer expires and validity extension is not sought.

(c) Validity of offer expires and bidder refuses to extend validity of offer.
(d) After finalization of the tender successful bidder submits required
(e) After finalization of the first stage ,i.e, technical evaluation in case of two stage or two packet tenders( including eRA),if the bidder is declared unsuccessful or unsuitable .
**Authority:- Railway Board's L/No.2025/RS(G)/709/3. Dt.21.01.2025.**

**1.18.8.2** EMD of bidders or tenderers shall be released immediately after it is due for release as per above criterion. The Purchaser may initiate the process of release just after the EMD is due for release.

**1.18.8.3** System for online release of EMD has been rolled out by CRIS. Automatic release of EMD of unsuccessful tenders should be ensured.

**1.18.8.4** **Forfeiture of EMD:** When a tenderper undertakes to keep the offers valid for a certain period buteither withdraws the offer or revises the same within validity, the purchaser gets a right to forfeit the EMD.

**1.18.9** The offers not accompanied by requisite EMD will be ignored summarily, unless falling in exempted category. The firm claiming exemption from EMD should clearly indicate valid reasons for such claim duly attaching scanned copies of relevant documents with their e-offers. The tenderers request for adjustment of EMD relating to their earlier tenders will not be considered. They will have to deposit EMD afresh.

**1.19. Security Deposit (SD)/Performance Security for Stores Contracts except M&P : ( As per Railway Board's L/No. 2004/RS(G)/779/11/Pt. dated 23.12.2019).**

There shall be no exemption from submission of Security Deposit (SD) for any tender or by any tenderer except the following:

(a) The Store contract cases of value upto Rs. 25 ( twenty five ) lakh.

(b) Other Railways and Government Departments in terms of Railway Board's letter No. 2004/RS/(G)/779/11 dated 24.07.2007.

(c) Indian Ordinance Factories in terms of Railway Board's letter No. 92/RSS/(G)/363/1 dated 08.04.1993

(d) PSUs owned by Ministry of Railway and PSUs for the group items that are manufactured by them in terms of Railway Board's letter No. 2003/RS/(G)/779/5 dated 10.09.2004.

(e) In tenders issued against PAC, OEM in whose favour PAC has been issued shall be exempted from submitting from SD. KVIC and ACASH shall be exempted from SD for items supplied by them.

(f) Vendors registered with Railways for the trade group of the item tendered shall be exempted from SD for orders value upto their monetary limit of registration.

(g) Vendors appearing on the approved vendor lists of RDSO/PUs/CORE, subject to approval status being valid on the date of tender closing.

(h) Vendors registered with Railways for supply of medicine , medical equipments and consumables shall be exempted from submission of SD for these items.

**Note :** Apart from claiming damages from vendors, in case of failure to comply with contractual obligation, Railways shall record poor performance of the vendors for taking suitable action as per extent instruction.

**1.19.1. Amount of S.D:**

| Contract value | SD ( rounded off to nearest higher Rs. 10 (ten) |
|---|---|
| Above Rs. 25 lakh and upto Rs. 50 cr. | @ 5% of the contract value subject to Max. Rs. 50 lakh. |
| Above Rs. 50 cr. | Rs. 1 cr. |

**1.19.2.** Railway are permitted to raise the upper ceiling of SD, upto 5% of the contract value in high value cases.
**Authority :** Railway Board Letter No 2020/RS(G)/779/16. Dated :27/02/2024

**1.19.3.** Security Deposit (SD) shall remain valid for a period of 60 days, beyond the date of completion of all contractual obligations.

**1.19.4.** The successful Tenderers will be required to deposit Security Deposit with PFA, North-Eastern Railway, Gorakhpur as required by the Administration for proper fulfillment of the contract. The Security Deposit may be made in any of the following manners:

a. Deposit in Cash
b. Government Securities to be valued at 5% below the market value.
c. Deposit receipt of any nationalized Bank.
d. Guarantee Bonds executed by any nationalized Bank or Scheduled Bank as per Annexure 5.2.
e. Demand Draft of any nationalized Bank.
f. A deposit in Post Office Savings Bank.
g. National Savings Certificate.
h. National Defense Bond

**1.19.5. Time for deposit of SD** :

(i) SD from successful tenderer should be received in purchase office within 21 days from the date of communication of acceptance with respect to the purchaser.

(ii) Authority competent to condone delay in submission of SD shall be SAG for cases upto acceptance power of SAG. PHOD/CHOD shall have full power for such condonation. Condonation shall be on case to case basis**.**

**1.19.7** In the event of successful tender(s) failing to deposit/ submit SD in acceptable form within the prescribed period as aforesaid, the EMD submitted by the successful tenerer(s) shall be automatically adjusted towards SD in view of the fact that in most of the cases, EMD amount would be adequate to meet the SD amount. In case where available EMD amount is less than required SD and the successful tenderer does not deposit the balance SD amount within stipulated time, then EMD shall be forfeited and case be dealt with as that of withdrawal of offer by the tenderer as per extant instruction. This will resolve the problem faced by purchaser to great extent due to intentional delay in submission of SD by successful tenderer(s).

**1.19.8** (i) All vendors, exempted from submitting EMD, as per para 1.18.1 above, irrespective of type of tender, i.e. single, limited or open shall be required to sign a bid securing declaration as Annexure 5.8 .

(ii) There shall be no exemption to such bidders from submitting EMD and SD for all tenders published during the period of time they are so disqualified as per declaration signed by them.

(iii) Authority competent to approve the disqualification shall be the tender accepting authority not below the level of SAG including SAG officers in the field units namely CMM, ADRM, CWM. CAO, CPM, subject to PHOD/CHOD having full power to approve disqualification.

(iv) The disqualification procedure and all correspondence thereof shall be online and digital. Updation on IREPS shall be done by minimum JAG level officer dealing with vendor registration in the Railway.

(v) This Para shall not be applicable for Govt. Department/ ordnance factories/ other Railways / Railway PSUs / KVIC/ ACASH and matter shall be taken up with them departmentally/ administratively.

**1.19.9** Wherever SD had been exempted, for any reason, and the supplier fails to supply goods as per condition of contract, as amended from time to time, Purchaser shall have right to levy damages from the supplier for failing to comply with the contractual condition, not by way of penalty, an amount equal to SD amount, as would have been applicable if the contract was with non-exempted vendor. These damage shall be treated as recoveries outstanding against the vendor and dealt with accordingly. A suitable tender condition to be incorporated in the tender document**.**

**1.19.10** Purchaser should ensure that the contracts are awarded so as to conclude severable contracts for each lot, in case of failure of contractor to meet deliveries for any lot, Railway may cancel the contract for defaulted part by forfeiting SD commensurate to that lot. Authority available to Consignee/ Depot Officer vide Para 27 & 28 of Railway Board's letter No. 88/RS(G)/779/14 Pt. dated 06.01.2017 shall continue.

**1.19.11 Risk Purchase clause shall not be applicable.**

**1.19.12 Deleted**

**1.20 Deleted**

**1.20 a Temporary provision of Security Deposit (SD)for stores tender as per Railway Board Letter No- 2020/RS(G)/779/16. Dt- 31.12.21.**

**1.20.1 Deleted**

**1.20.2** All tenders/ contracts issued /conclude till 31.03.2023 shall have performance security as per existing instructions or 3 % whichever is lower.

**1.20.3** In case of any conflict between earlier provision of EMD & SD mentioned in Para 1.18 &1.19 and newly inserted temporary provision of SD mentioned in Para 1.20,Later shall prevail

**1.20.4** In all **c**ontract where Performance Security has been reduced to 3% in view of above stipulations ,the Reduced percentage of performance security shall continue for the entire duration of the contract and there should be no subsequent increase of performance security even beyond 31/03/23.Similarly ,in all contracts entered into with the reduced percentage of performance security of 3%,there will be no subsequent increase in performance security even beyond 31/03/23.

**1.21 Traceability details of coach items for warranty claims:**

All the manufacturer/suppliers shall indelibly mark the manufacturing details comprising of Manufacturer name, month & year of manufacture at a inconspicuous location on each of the items. Absence of proper traceability details will be considered as rejectable defect.

**1.22 Advance Acceptance/Counter offer & Delivery Period;**

**(j) Deleted**

(ii) The delivery period in store Procurement cases shall be reckoned from the date of issue of Advance PO/ Letter of Advance Acceptance/ Letter of Acceptance
**( As per Railway Board's L/No. 2004/RS(G)/779/11/Pt. dated 23.12.2019).**

**1.23 Liquidated Damage (LD) on delayed Supply:**
Recovery of Liquidated Damage (LD) shall be levied **@ ½% (half percent)** of the price of the store per week or part of the week during which delivery is accepted and the upper limit for recovery of LD in supply contracts is 10% (ten percent) of the value of contract irrespective of delays, unless otherwise provided, specifically in the contract.

Office of the
Principal Chief Materials Manager,
NORTH EASTERN RAILWAY, GORAKHPUR

## Section 2

## General Conditions of Contract

**2.2.** **Cartel Formation:**

**2.2.1.** The Tenderers are expected to quote most competitive prices.

**2.2.2.** Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, the purchaser reserves the right to place order on one or more firms with exclusion of the rest, without assigning any reasons thereof.

**2.2.3.** Firms are expected to quote for a quantity not less than 50% of the tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected in case Cartel Formation is suspected. Railways however reserve the right to order on one or more firms for any quantity.

**2.2.4.** The firms who quote in cartel are warned that their names may be deleted from list of approved sources in addition of referring the matter to The Competition Commission of India (CCI)

**2.2.5.** Whenever tender is floated with purchase restrictions from sources approved by nominated authorities and there exists a suspected cartel situation by approved sources or the rates available from approved source/sources are adjudged unreasonably high, despite fair efforts as permissible, the purchaser reserves the right to place orders on firms outside the approved vendor list, without any restrictions.(as per RB letter No 2001/RS(G)/779/7 Dated 29.06.2017) (http://www.indianrailways.gov.in/railwayboard/uploads/directorate/stores/downloads/circular/2017/Ordering_approved_sources_Vendor_approval_290617.pdf )

**2.3.** **Inspection of Stores:**

**2.3.1.** Stores are to be inspected by an Inspecting Agency indicated in the tender, only at the manufacturer's works before dispatch. Firms are expected not to offer/seek any deviation from the Inspecting Agency indicated in the tender/contract.

**2.3.2.** In case the firm fails to offer the material for inspection against inspection call issued to inspecting agency or if the material have to be re-inspected due to rejection of the material at firm's premises by inspecting agency or due to non dispatch of material within validity of inspection certificate, then the inspection charges applicable for the offered quantity and actual test charges incurred will be paid by the supplier to inspecting agency.

**2.3.3.** In case, the purchase orders are placed on traders / agents for the items, which are peculiar to the Railways, traders / agents should indicate the source of supply and inspection to be carried out at their manufacturer's premises rather than traders'/agents' premises, to ensure genuineness of quality of the materials. Above conditions will not be applicable for the items where inspection is being carried out against WTC/MTC/GC or by the Consignee in view of urgency.

**2.3.4.** Test Certificates: In case tests are prescribed in the specification, it is obligatory for the successful tenderer to furnish the manufacturer's Test Certificate or any other Test Certificate specified in the specification along with the supply of stores. In the event of their inability to furnish the Test Certificate, the cost of the test to be carried out will be to the tenderer's account.

**2.3.5.** An approved firm has to note that, unless stated otherwise in a purchase order, pre-dispatch inspection shall be carried out at their work's address indicated in the approval certificate.

**2.3.6.** **Special Conditions Related to Third-Party inspection**

**2.3.6.1** Attention of Tenderers /Bidders is invited to IRS conditions of contracts, which are the governing conditions of contract. Particular attention is invited to IRS conditions 0701, 1301 (a), 1301 (b) and (c), 1302 to 1309, 3400 to 3402.

**2.3.6.2** In terms of IRS conditions of contract, following specific provisions shall apply in cases of supply of pre-inspected goods through empanelled TPI agencies:

**2.3.6.2.1** Unless otherwise stated in the tender schedule, goods procured are required to be pre-

inspected before dispatch by the Third Party Inspection (TPI) Agency appointed by Railways at its sole discretion. The TPI Agency appointed shall be indicated in the Purchase Order. It is agreed that Railway's right to appoint TPI Agency of its choice is absolute. Railway also reserves the right to change the TPI Agency at any time through issue of modification advice against the Purchase Order.

**2.3.6.2.2** Online inspection call shall be placed by the Supplier on IREPS after the Goods are ready for inspection.

**2.3.6.2.3** In Purchase Orders requiring Stage Inspection, Suppliers shall place online inspection call for a particular stage after achieving readiness required at that stage duly mentioning the stage number. The Inspection for a particular stage shall be initiated only after Inspection has been carried out for all the previous stages, as may be applicable.

**2.3.6.2.4** The Third Party Inspection Agency appointed by Railways shall examine the online inspection call and may, within 48 hrs (excluding national holidays), seek additional information, if any, from the Supplier. The Supplier shall within one calendar day (excluding Sundays and national holidays) furnish the required information/documents to the TPI Agency to enable them to register inspection call. In case of incomplete information even after providing opportunity to Supplier to furnish information, the call shall not be registered and Supplier shall be advised of observations through the online system to address the observations and place fresh inspection call. The inspection call may also be rejected by TPI Agency if sufficient time for carrying out the inspection and release of IC before end of delivery period is not available.

**2.3.6.2.5** Supplier shall be allowed to withdraw inspection call placed, without any cost, before the inspection call has been registered by the Third-Party Inspection Agency. Once the inspection has been scheduled by the TPI Agency, withdrawal of inspection call shall not be permitted.

**2.3.6.2.6** Inspection fee/charges will be paid directly by Railways to Third Party Inspection Agencies.

**2.3.6.2.7** However, charges/expenses specifically provided for in IRS Conditions of Contract, particularly in Para 1304, 1305, 1306 and 1400 of IRS conditions of contract, shall be borne by the Supplier.

**2.3.6.2.8** Inspection charges paid or due to be paid by Railways to the TPI Agency shall be recovered from Suppliers in following cases:

**2.3.6.2.8.1** In case of rejection of Goods during the pre-despatch inspection (including stage inspection rejection) by Third Party Inspecting Agency, the charges recovered shall be equal to inspection charges payable to inspecting agency as specified in Para 2.8.4 below.

**2.3.6.2.8.2** When the Authorized Inspector of Third-Party Inspection Agency, on visit to Supplier premises for inspection, finds that Goods offered are not yet ready for inspection, Inspection call shall be cancelled by Authorized inspector by issuing call cancellation certificate. Similarly, in case of Stage Inspection, when the Authorized Inspector of Third Party Inspection Agency, on visit to Supplier premises for inspection, finds that readiness for Stage Inspection to be conducted has not been achieved, Inspection call shall be cancelled by Authorized inspector by issuing call cancellation certificate for Stage Inspection. The Call Cancellation Charges shall be recovered from Supplier as specified in para 2.8.4 below.

**2.3.6.2.8.3** Inspection Certificate revalidation or re-inspection: If the Supplier fails to deliver the pre-inspected Goods as per the terms of the purchase order within the validity period of Inspection Acceptance Certificate, the TPI Agency, on request of Supplier, may, based on the merits of the case, decide to either re-validate the Inspection Acceptance Certificate or re-inspect the Goods against fresh inspection call to be placed by the Supplier. Decision of the TPI agency in this respect shall be binding on the supplier. In such cases, the revalidation or re-inspection charges (as applicable) to be recovered from Supplier shall be as specified in para 2.8.4 below.

**2.3.6.2.8.4** To summarize, following charges shall be recovered from Supplier

| **Situation** | **Charges to be recovered from Supplier (plus GST extra)** |
|---|---|
| At the time of physical visit call is cancelled due to:<br>Goods are not ready for inspection<br>OR<br>Goods, raw materials, components or sub components, as the case may be, are not yet ready for inspection, in cases involving Stage inspection<br>(Call Cancellation through issue of Call Cancellation Certificate) | Y/2, subject to a maximum of Rs 11000/- |

| | |
|---|---|
| Goods, raw materials, components or sub components, as the case may be, rejected in Stage Inspection excluding the final Stage, in cases involving stage | Y |
| **inspection** | |
| Goods rejected in final Stage, in cases involving stage inspection | 2Y |
| Goods rejected in inspection, in cases without stage inspection | Y |
| Inspection Certificate revalidation or re-inspection | **Scenario-1:** Rs. 5000 or full inspection charges, whichever is lower for revalidation of inspection certificate.<br>**Scnerio-2:** In case re-inspection is done afresh, inspection charges to be recovered from Vendor shall be "Y". |

Where, Y = X/100 of total value of Goods inspected as per Purchase Order,

Where X is the percentage inspection charges of the concerned PO Value slab for Product Inspection.

**2.3.6.3**. Applicable inspection charges in percentage of PO value and slab-wise is as under for information of Suppliers:

| PO Value Slab | Inspection charges (X) |
|---|---|
| From Rs. 5 lakhs upto 1 Cr | 0.5220 % + GST extra |
| Above Rs. 1 Cr up to 25 Cr | 0.116 % +GST extra |
| Above Rs. 25 Cr up to 100 Cr | 0.053 % +GST extra |
| Above Rs. 100 Cr up to 500 Cr | 0.035 % + GST extra |

**Note-1:** Purchase Order Value for the purpose of calculating the inspection charges shall mean total value of Goods ordered specifically indicated in the Purchase Order as total order value, and includes freight, packing, forwarding, taxes and duties etc. used in arriving at total order value but excludes any components or items not included specifically in calculation of total order value. The inspection charges shall be calculated using Value of Goods Inspected based percentage charges and GST applicable on inspection charges for the corresponding PO Value Slab. For avoidance of doubt and as an illustration, if the PO Value for 100 Nos of Item A is Rs. 50 Lakhs and a lot consisting of 25 nos. is offered for inspection. The inspection charges for the lot being inspected shall be = (0.5220/100)x(25/100)x50,00,000 = Rs. 6525 only+ GST Extra.

**Note-2:** For inspection of Goods by Third Party Inspection Agency where Purchase Order value is below Rs. 5 lakh, the inspection charges in such cases will be those applicable for PO valuing Rs. 5 Lakhs.

**NOTE 3:** For inspection of Goods by Third Party Inspection Agency where Purchase Order value is above Rs 500 Cr, the inspection charges in such cases will be fixed separately by the purchaser subject to maximum of 0.035 % + GST extra

**2.3.6.4** When pre-inspected Goods get rejected at consignee end joint inspection will be held as per procedure below. Moreover, in case of rejection of Goods on Joint Inspection, the replacement supply against the rejected lot of Goods shall normally be inspected by the same Third Party Inspection Agency, which inspected and passed the original supply, unless purchaser under special circumstances decides to get the lot inspected by some other inspection agency/consignee and decision of purchaser in this respect shall be binding on supplier.

### 2.3.6.5 Procedure for Joint Inspection:

**(i)** If Goods, pre-inspected by TPI Agency, gets rejected at consignee end after receipt by consignee, the

material rejection advice/rejection memo will be sent by consignee through online system to all concerned i.e. Vendor, TPI Agency, Procuring Entity and Paying Authority and to such others as required.

**(ii)** Before rejected goods are returned to the supplier, the consignee after or at the time of issue of rejection advice, at his discretion, shall call for a Joint Inspection between consignee, Vendor and TPI Agency. Such Joint Inspection shall be conducted at a place as mentioned in the notice for Joint Inspection.

**(iii)** The joint inspection is to be carried out by the consignee with the representatives of the inspecting agency

**(iv)** In case where either the firm or the representative of inspecting authority do not turn up for Joint Inspection, Joint Inspection shall be done with whosoever of the two is available. In case neither firm nor inspection agency attend, consignees' decision to accept or reject such goods shall be final and binding.

**(v)** A Joint Inspection report shall be signed by the Party(ies) attending the Joint Inspection. Failure to attend Joint Inspection shall not be an excuse to dispute the findings of Joint Inspection.

**(vi)** Irrespective of the outcome of Joint Inspection, the TPI Agency will not be entitled for any fee or charges,whatsoever, for attending such Joint Inspection. In case of rejection of Goods on Joint Inspection, the TPI Agency shall not be entitled for inspection charges for the quantity of Goods rejected. The inspection charges, if and to the extent already paid, shall be recovered from the TPI Agency.

**Authority :** Railway Board Letter No 2022/RS(G)/779/8. Dated :04/01/2023

**2.4 Payment Terms:**

2.4.1 Normal payment term of Railway is 100% payment after receipt and acceptance of material by consignee. Payment for the full stores or each consignment thereof will be made to the contractor on submission of bill accompanied by the prescribed documents mentioned in the contract.

**2.4.2 Payment terms of 95% + 5%:**

**2.4.2.1** Payment of 95% for the stores or each consignment thereof will be made against Inspection Certificate and proof of dispatch. For dispatch of material by road, it is the challan of the supplier duly certified by the consignee Gazetted Officer towards receipt of material at consignee's end will constitute the proof of dispatch for the purpose of payment. For rail dispatch, clear and unqualified RR / PWB may be considered as the proof of dispatch.

**2.4.2.2** Balance 5%, payment will be made on receipt and acceptance of stores by the consignee, signified by granting of Receipt Note. In other words, balance 5% payment shall be made against Receipt Note.

**2.4.3** However, for orders valuing up to Rs. 5 Lakhs, 100% payment against receipt and acceptance of the material by the consignee i.e., against Receipt Note shall be preferred.

**2.5. Time Preference Clause:**

It should be noted that if a contract is placed on a higher tenderer as a result of invitation of tender, in preference to a lower acceptable offer, in consideration of offer of earlier delivery, the contractor will be liable to pay the Railway (the purchaser) the difference between the contract rateand that of the lowest acceptable tender on the basis of final price F.O.R. destination including all elements of freight, taxes and duties and other incidentals, in case of failure to complete supplies in terms of such contract within the date of delivery specified in tender and incorporated in the contract. This is in addition and without prejudice to other legal rights available to the purchaser under the terms of contract.

**2.6. Terms of Delivery:**

**2.6.1** Mode of dispatch should be preferably by road / personal courier service, directly to the respective consignee.

**2.6.2** Suppliers should clearly quote the FOR Conditions - whether station of dispatch or destination. If firm's offer is not FOR Destination, then applicable freight charges should invariably be indicated under the 'Freight' column in the rate page. In the event, any Tenderer does not specifically indicate anything about the place of delivery in his offer, it will be assumed that the offer is for delivery at the destination and the Tenderer will bear the freight. This assumption will be final and binding on the Tenderer and will not be subject to any legal dispute or arbitration in future.

**2.7. Evaluation Criteria:**

**2.7 .1** Rates:

Rate, taxes, duties, freight, un-conditional discount etc having financial implications must be quoted on the financial rate page only (refer to instructions to tenderers for e-tenders). Remarks having financial implications indicated elsewhere will not be considered for evaluation of offer. Tenderers must note that financial offer made by them at the 'Rate page' of the e-tender form is complete and final and it cannot be revised, qualified or supplemented by any qualifying remarks elsewhere in their offer.

**2.7.2** Evaluation criteria for multi-consignee / multi-items tenders

(a) Unless otherwise specified, the evaluation of tender will be done item wise and consignee wise.

(b) For multi consignee items, the rate should be quoted by firm on FOR Destination basis for each consignee separately. The inter-se ranking of the offers will be decided for each consignee separately.

(c) In tenders where schedule of requirement consists of several items, the inter-se ranking will be decided for each item separately. The firms are required to quote the rate for each item separately.

(d) In tenders where several items are grouped in a "KIT" or "SET" and the tendered quantity is in sets, the firm should quote single rate for the tendered kit/set of items. In such cases, the

inter-se ranking shall be decided on the rate quoted by the firm for "Kit" or "Set" of items.

## 2.8 QUALIFYING REQUIREMENTS OF TENDERERS

**2.8.1** The tenderer shall clearly indicate whether he is registered with PCMM/NORTH EASTERN Railway for supplying the quoted item, and if so, he must mention his registration number along with monetary limit, if any, under remarks column in the 'Financial Rate Page for Supply' form. If the tenderer is registered with NSIC, he must also attach in the Attach Documents template on 'Techno Commercial Bid Details' form a scanned copy in PDF format, of valid NSIC certificate showing monetary limit and the items for which registered. In case the tenderer is approved by RCF/CLW/DLW/ICF/RDSO/CORE/DMW etc. for the quoted item, he must attach in the Attach Documents template on 'Techno Commercial Bid Details' form a scanned copy in PDF format of the registration/approval certificate.

**2.8.2** If the tenderer is not registered with NORTH EASTERN Railwayor NSIC, or is not an approved source for the tendered item with RDSO/DLW/CLW/ICF/RCF/CORE/DMW etc., he shall provide a satisfactory evidence acceptable to the Purchaser by attaching scanned copies of such documents in PDF format in the Attach Documents template on 'Techno-commercial Bid Details' form to show that:-

**a.** he is an established manufacturer, who regularly manufactures the items offered and has adequate Capacity cum capability, technical knowledge and past supply experience;

**b.** he has adequate financial stability and status to meet the obligations under the contract for which he is required to submit a copy of the report from a recognized bank or a financial institution;

**c.** he has adequate plant and manufacturing capacity to manufacture the items offered and supply within the delivery schedule offered by him;

**d.** he has established quality control system and organization to ensure that there is adequate quality control at all stages of the manufacturing process.

**2.8.2.1** if the tenderer himself is not the manufacturer of the item offered by him, he shall be duly authorized by the manufacturer of such item. Such tenderers must enclose with their offer a certificate of authorization from the manufacturer, as per proforma given in **Annexure- 5.6** of this document, to participate in the specific electronic tender being submitted

**2.8.2.2** The OEM/Authorized Dealers/Agents must comply the following conditions, failing which their offer(s) will be ignored:

(a) In a tender, either the authorized agent/dealer on behalf of the principal /OEM or the Principal/OEM itself can bid but both cannot bid simultaneously for the same item in the same tender.

(b) If an authorized agent/dealer submits bid on behalf of the Principal/OEM, the same agent/dealer shall not submit a bid on behalf of another Principal/ OEM in same tender for the same item/product.

**2.8.3** For the purpose of **Para 2.8.2** the tenderer should additionally attach:-

(a) A performance statement in the Performance Statement template on 'Techno-commercial Bid

Details' form by entering a list of major supplies effected in the recent past, of the items offered by him, giving details of the purchaser's name and address, order no. and date, quantity supplied and whether the supply was made within the delivery schedule. Alternatively tenderers can also create such performance statement in PDF format separately as per the format given in **Annexure-5.7**, which can be attached in the Attach Documents template of 'Techno-commercial Bid Details' form.

(b) A statement in PDF format indicating details of equipment, staff employed and quality control measures, as per the format given in **Annexure-5.1** of this document, attached in the Attach Documents template of 'Techno-commercial Bid Details' form.

**2.8.4** Tenderers not furnishing the requisite information may note that their offer is liable to be ignored.

**2.8.5 Procurement of Items reserved to be procured from approved sources -**

**2.8.5.1 Sources approved by RDSO:**

[a] Purchaser reserves the right to procure Bulk or Entire quantity from RDSO approved vendors for tendered item.

[b] Offers received from tenderers appearing in the RDSO Vendor list as 'Vendors for Developmental Orders' shall be considered eligible for Developmental Orders up to 20 percent of net procurable quantity (NPQ) in regular tenders.

[c] If the tendering firm(s) is not approved by RDSO as approved Vendor and also not appearing in the Vendor directory as 'Vendors for Developmental orders, they must submit their credential details i.e. Machinery and plant, testing facilities, QAP, Performance report, Technical Manpower, etc. as an attachment to their E-bid. In case the Railway is prima facie satisfied that they are capable of executing the order, then after confirmation of their capacities/capabilities by RDSO, offers from such firms may be considered for developmental order. Failure to furnish and attach such requisite credentials as mentioned above will make their offer liable to be ignored.

[d] Total quantity ordering in developmental category considering para [b] and [c] above shall not exceed 20 percent of the net procurable quantity (NPQ)

.

[e] Where there are not more than three Indian suppliers categorized as Approved Vendor for a particular item, developmental vendors can be considered for placement of bulk order without any quantity restrictions. However, while considering such vendors, factors including

past performance, capacity, delivery requirements, quantity under procurement, nature of item, outstanding order load etc. shall be considered in a transparent manner, subject to rates being reasonable. Quantity allocation among eligible vendors shall be based on pre decided tender criteria as per **Para 2.13.2** of **General Conditions of Contract**. Such orders shall be treated as bulk orders.
Indian Supplier shall be defined as follows;
A supplier or bidder shall be considered to be from India if (i) the entity is incorporated in India, or ii) a majority of its shareholding or effective control of the entity is exercised from India, or iii) more than 50% of the value of the item being supplied has been added in India

.

[f] All vendors appearing in the approved vendor list of multiple vendor approving agencies for same item shall be considered as approved source for all the railways and PUs.

**Authority**;- Railway Board letter No. 2001/RS(G)/779/7/Pt.4 Dt.06.10.2020.

**NOTE:** The status of the vendor (i.e. approved or developmental vendor of RDSO) shall be reckoned as on the date of tender opening and not thereafter. However, cases of downgrading/removal/ suspension/ banning etc., after opening of tender, shall be taken into account while considering the offers.

**2.8.5.2 Sources approved by DLW/CLW/ICF/CORE/RCF etc:**

[a] The Railway reserves the right to procure bulk or entire quantity from the approved sources for the tendered item.

[b] Offers received from tenderers appearing in the Source Approving Authority Vendor list as 'Vendors for Developmental Orders' shall be considered eligible for Developmental Orders of up to 20 percent of net procurable quantity (NPQ) in regular tenders.

[c] If the tendering firm(s) is not approved by Source Approving Authority as approved Vendor and also not appearing in the Vendor directory as 'Vendors for Developmental orders, they must submit their credential details i.e. Machinery and plant, testing facilities, QAP, Performance report, Technical Manpower, etc. as an attachment to their E-bid. In case the Railway is prima facie satisfied that they are capable of executing the order, then after

confirmation of their capacities/capabilities by Source Approving Authority, offers from such firms may be considered for developmental order. Failure to furnish and attach such requisite credentials as mentioned above will make their offer liable to be ignored.

[d] Total quantity ordering in developmental category considering para [b] and [c] above shall not exceed 20 percent of the net procurable quantity (NPQ).

[e] Where there is no "DLW/CLW/ICF/CORE/RCF" or any other vendor approving Railway unit approved vendor for an item and all the vendors appearing in "DLW/CLW/ICF/CORE/RCF" or any other vendor approving Railway unit Vendor list as 'Vendors for Developmental Orders' even such vendors can be considered for placement of bulk order without any quantity restrictions. In such cases, the purchaser reserves the right to split the order quantity between one or more firms **and Para 2.13.2** of **General Conditions of Contract** shall be applicable

.

[f] All vendors appearing in the approved vendor list of multiple vendor approving agencies for same item shall be considered as approved source for all the railways and PUs.

**Authority**;- Railway Board letter No. 2001/RS(G)/779/7/Pt.4 Dt.06.10.2020.

**[g]** Where there are not more than three Indian suppliers categorized as Approved Vendor for a particular item, developmental vendors can be considered for placement of bulk order without any quantity restrictions. However, while considering such vendors, factors including past performance, capacity, delivery requirements, quantity under procurement, nature of item, outstanding order load etc. shall be considered in a transparent manner, subject to rates being reasonable. Quantity allocation among eligible vendors shall be based on pre decided tender criteria as per Para 2.13.2 of General Conditions of Contract. Such orders shall be treated as bulk orders. Indian Supplier shall be defined as follows; A supplier or bidder shall be considered to be from India if (i) the entity is incorporated in India, or ii) a majority of its shareholding or effective control of the entity is exercised from India, or iii) more than 50% of the value of the item being supplied has been added in India.

**NOTE:** The status of the vendor (i.e. approved or developmental vendor of "DLW/CLW/ICF/CORE/RCF" or any other vendor approving Railway unit) shall be reckoned as on the date of tender opening and not thereafter. However, cases of downgrading/removal/ suspension/ banning etc., after opening of tender, shall be taken into account while considering the offers.

**2.8.5.3 Items for which no approved vendor list has been issued:**

In such cases, for being eligible for a regular/bulk order(s), the tenderer must have "Relevant Past Performance" with any Zonal Railways / Production Unit as defined in the following para 2.8.5.3.1 below. Further, up to 20% of the NPQ may be ordered on new sources also, as developmental order(s), on the basis of "Capacity-cum-Capability" of the source as defined in para2.8.5.3.2 below.

### 2.8.5.3. 1 Relevant Past performance for Regular orders:

**[A] Bulk Order:** Bulk order will be placed on the manufacturer or its authorized agent having proven performance. The manufacturer firm must have satisfactorily executed at least one single purchase order of Zonal Railways/ PUS/CORE for the tendered item [ OR for the items having same description, but of different sizes / ratings /capacities **OR similar item(s)***] for a minimum of 20 percent of the total tendered quantity during last three years. This period of three years shall be counted with respect to tender opening date. ***Similar item(s) may** be defined by tender inviting authority as a special condition of tender. If it is not mentioned in special condition then performance will be considered for tendered item [OR for the items having same description, but of different sizes / ratings /capacities] only**.**

**[B]** The onus of submission of requisite documents in support of supply { [i] Receipt Notes/Proof of acceptance of material by consignee OR [ii] Inspection Certificate with self declaration by the bidder that supply has been accepted by consignee. Furnishing of false declaration shall render termination of contract and further action as per terms and conditions of contract} lies with tenderers. In case the tenderers do not submit the requisite documents as detailed above along with their offer, the tender will be decided on the basis of their past supply performance records as available with NER [ if any] and no back reference shall be made in this regard.

**[C]** In case tenderer participates as an authorized agent, then the performance as required above shall be that of Principal authorizing the agent. It may so happen that the agent has credentials of past supply for a different Principal but this will not be considered as performance for placing bulk order in case of change of Principal.

***[D] In case none of the firms who have participated in the tender,fulfill the criteria specified in para [A] above, then the purchaser reserves the right to procure bulk quantity from the tenderers who have participated based on other credentials submitted by them in support of their offer.***

### 2.8.5.3.2 "Capacity-cum-Capability" for Developmental order:

For consideration of developmental orders upto 20% of NPQ, the tenderes must be able to demonstrate their Capacity-cum-Capability to manufacture the tendered item. For this purpose they should submit alongwith their offer, documented past performance reports of same or similar items of equivalent rating or equivalent performance parameters, details of M&P, testing facilities, QAP (if available), technical manpower available with them, registration for same/similar item(s) with other Government agencies or PSUs etc. or any other details as may be warranted as per the technical specification and drawing. Such tenderers are to note that non submission of such documents as per Annexure 5.1 shall be taken as their not having any such past performance and/or capacity, and their offer shall be considered further as per extant rules and no back reference in this regard will be made to them.

### 2.9 Material to be procured from OEM or their authorized dealers / distributors:

(a) Wherever so specified, the Railways reserve the right to place orders for either entire or bulk quantity on OEMs or their authorized dealers.

(b) Any firm quoting on behalf of OEM must submit tender specific authorization certificate along with their offer and agree for inspection by the nominated agency (as the case may be) at the premises of their principals, failing which their offer shall be liable to be rejected.

(c) The following would be preferred in such cases:

(i) Inspection by RITES/RDSO/Nominated agency at the manufacturing premises of the relevant manufacturer. RITES/RDSO/Nominated agency shall categorically confirm in the Inspection Certificate, that inspection of the material has been actually made in the manufacturing premises of the manufacturers and not in the warehouse/Godown/Shop of the dealer

(ii) Direct dispatch from the premises of the manufacturer to the Railways consignee after inspection and acceptance by RITES/ RDSO.

(iii) Submission of Manufacturer's Test and Guarantee Certificate with each lot of supply.

(d) The OEM / Authorized dealers / agents must comply the following conditions, failing which their offer(s) will be ignored:

(i) In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

(ii) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

### 2.10 Option Clause:

Unless otherwise indicated Railway reserves the right to cancel the tender for full or part tendered quantity without assigning any reason. However, purchaser will have discretion to accept an offer for quantities which are up to 30% higher than the tendered quantity. The rates quoted by the tenderers for the full quantity would be taken as valid.

Purchaser also reserves the right to increase the ordered quantity, after giving reasonable notice, by a maximum of 30% after the placement of order during the currency of the contract. valuing minimum of Rs 1.5 Crores for fixed quantity contracts. The increase in quantity, however, is subject to keeping the overall quantity increase on all the successful tenderers within 30% of the bid quantity.

For running contracts ,Para 3800 of IRS Conditions of Contract on contractual quantity variations will apply.

However ,the provision of – (minus) 30% option clause shall not be applicable.

**Authority**;- Railway Board letter No.2021/RS(G)779/5 Dt. 04.03.2022

**2.10 .1 Deleted**

**2.10.1 (A)** Option Clause can be exercised anytime within the Delivery period or extended Delivery

period ,by giving reasonable notice **.**

**2.10.2 Deleted**

**2.10.2 (B) '**Reasonable notice' as mentioned above is only for the purpose of allowing the contractor suitable time to make necessary arrangements for the supplies and not for seeking any consent from the contractor towards exercise of the contractual option clause. To this end , a reasonable delivery schedule for the enhanced ordered quantity stipulated in the relevant modification advice to the contract will suffice.

**2.10.3 Deleted**

**2.10.3(C) Deleted**

**2.10.4 Deleted**

**2.10.4.(D)** In a contract that provides for quantity option clause ,in case Delivery Period is extended either for the full ordered quantity or a pert quantity which remained unsupplied on the date or expiry of original delivery period, then during the extended delivery period also ,quantity variations can be made on the total ordered quantities.

**2.11. Pilot Sample:**

**2.11.1** Whenever, in terms of the contract, firm is required to submit pilot sample, they will be required to submit minimum three samples for approval, if not specified otherwise. Out of that, one sample, if found suitable after testing, will be returned to the firm for reference purpose and for the guidance of the Inspection Agency, if required. One sample duly approved shall be retained by the Depot officer. The 3rd sample, if get destroyed during the testing, shall be accounted for by the Depot officer, provided same gets passed and found suitable during testing.

**2.11.2** In the event of a pilot sample failing the inspection/tests, all the samples whether intact or broken during a destructive test as the case may be, shall be returned to the supplier along with the inspection report, if any, provided by the inspecting/testing agency.

**2.11.3** Submission and collection of the sample shall be sole responsibility of the supplier.

**2.12. Quantity to be ordered:**

**2.12.1** Railways reserves the right to cancel the tender for full or part quantity tendered without assigning any reason. The rates quoted by the tenderers for the full quantity would be taken as valid even for part quantity.

**2.12.2** Wherever considered necessary by the purchaser, the quantity to be ordered can be split amongst two or more sources for ensuring better availability of material keeping in view the vital / critical nature of item, quantity to be procured, delivery requirements, capacity of the firms and past performance of the firms, in fair, transparent and equitable manner. In such cases the provisions of para 2.13 shall be normally applicable

**2.12.3** The Controller of Stores or any officer authorized on behalf of President of India acting through, General Manager is not bound to accept the lowest or any offer nor to assign any reason for doing so and reserves the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted.

**2.13 Splitting of tendered quantity**

**2.13.1** Case of no prior decision to split the order

**2.13.1.1** Normally full order should be placed on L-1 firm. However, if after due processing, it is discovered that the quantity to be ordered is more than what L-1 alone is capable of supplying and there was no prior decision to split the quantities , then this aspect should be decided by the purchaser. The quantity being finally ordered will be distributed among the other bidders in a manner that will be fair, transparent and equitable. The manner of splitting will take specific note of the following parameters: :

i) Past performance of bidders
ii) Capacity of bidders
iii) Delivery requirements in the tender
iv) Quantity under procurement
v) Vital/safety nature of items

**2.13.1.2** In the absence of any differentiation on the above parameters, the manner of splitting will be based on the stipulation given in para 2.13.2 below.

**2.13.2 Case of pre-decided split ordering:-**

**2.13.2.1** Railway may decide in advance to have more than one source of supply on account of delivery requirement in tender, past performance and capability of bidders, quantity under procurement and vital/safety nature of items.

**2.13.2.2** Following provisions {2.13.2.2 (A) to 2.13.2.B(ii) shall be applicable in all such cases of pre-decided split ordering:-

A) The purchaser reserves the right to distribute the procurable quantity on one or more than of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of the Purchaser. The zone of consideration will be a dynamic mix of inter-se position of firms, supply performance of the firms, quantity being procured, criticality of and lead time of supply of the item, number of established suppliers, their capacity etc.

B) Whenever such splitting of the procurable quantity is made, the quantity distribution will depend (in an inverse manner) upon the differential of rates quoted by the tenderers (other aspects i.e. adequate capacity-cum-capability, satisfactory past performance of the tenderers, outstanding order load for the Railway making the procurement, quoted delivery schedule vis-à-vis the delivery schedule incorporated in the tender schedule incorporated in the tender enquiry etc. being same/similar) in the manner detailed in the table below:

| Price differential between L1 & L2 | Quantity distribution ration between L1 and L2 |
|---|---|
| Upto 3% | 60:40 |
| More than 3% and upto 5% | 65:35 |
| More than 5% | At least 65% on the L1 tendrer. For the quantity to be ordered on the L2 tenderer, TC/TAA shall decide |

In the phrase'differential rates quoted by the tenderers, the quoted rate would mean :

i) When no price negotiation has been called for, the original rates as obtained at the time of tender opening. However, the rate of the highest eligible tenderer within the zone of consideration has to be per se reasonable.

ii) When price negotiation has been called for, the reference L1 rate for assessment of ratio will be the original rate of L1 firm (suitable for bulk quantity)- say firm "A"- as obtained at the time of tender opening.

B (I) If splitting of quantity is required to be done by ordering on tenderers higher than the L2 tenderer, then the quantity distribution proportion amongst the tenderers will be decided by transparent/logical/equity based extrapolation of the model as indicated in the above para.

B (II) There could be a situation when between the lowest firm considered suitable for bulk Qty. (L1 firm 'A') and another firm considered suitable for bulk quantity order, there are firms who are considered suitable only for developmental order. For example, say L1 firm 'A' is approved vendor, L4 is approved vendor (and both considered suitable for bulk quantity order) and splitting is to be done between these two approved vendors. But there are two developmental vendors in between who are suitable for part quantity. In such cases, L1 should be given its proportion based on its rate differential with respect to L4,( say by this, L1 gets 65% of NPQ). The balance Qty. (say 35% of NPQ) is to be distributed among other firms. The balance quantity is to be distributed as follows:

(a) Allocate the developmental vendor L2 and developmental vendor L3 within the overall ceiling of 20% (of 35% of NPQ)

(b) Allocate the balance quantity to L4 firm.

Since the developmental vendors are being given the order in relation to its lower position w.r.t. L4 (approved vendor), it will not attract the provision of 'order on developmental vendor should not be at higher rate than approved vendor as the reference rate for comparison of L2 developmental vendor and L3 developmental vendor rate is the L4 approved vendor rate.

**2.13.2.3** Notwithstanding the above, there can be exceptional situations where Purchaser may come to a conclusion that splitting is neither possible nor feasible and/or not desirable in the administrative interest. In such exceptional situations, Purchaser reserves the right not to split the quantity despite pre-decided splitting clause in the tender condition.

**2.13.2.4** For cases where the Rlys./PUs had entered into Tot/JV agreements, the following clause should be stipulated as tender conditions:
As the Rly. has entered into Tot/JV agreement with …….. no. of firms, they reserve the right to place orders on all such ToT/JV agreements partners. However, for

ratio/proportion o quantity distribution among such agreement partners, conditions as detailed in para 2.13.2.2 (B) shall apply with the exception that the aspect of 'per-se responsibility.

**2.13.2.5** In the cases of inadequate capacity-cum-capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will take very long time) etc., the purchaser shall have the right to distribute the procurable quantity amongst tenderers with due consideration to these constraints and in such a manner that would ensure timely supply of material in requisite quantity to meet the needs of operation, maintenance, safety etc. of the Railways, regardless of inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the Principles of Natural Justice and Equity.

**2.14. Warranty/Guarantee:**

**2.14.1.** Warranty period mentioned in specification/MDTS is applicable. If warranty period is notmentioned in respective specification/MDTS, standard warranty period as mentioned in IRS conditions is applicable.

In case, there is a discrepancy regarding warranty period mentioned in specification/MDTS and standard warranty clause, then warranty period mentioned in specification/MDTS shall prevail.

Tenderers should further note that if the Guarantee/Warranty is a part of the tendered specification and/or tender schedule, then any deviation on this count, shall be treated as a technical deviation, which may render their offer technically unsuitable. **Bidders are advised tobring such deviation(s) clearly in the technical deviation statement. In case, this deviation is not indicated in the technical deviation statement, it will be presumed that offer is as per the tendered specification in all respect. Any ambiguity in this regard or any other respect shall be to the disadvantage of the bidder.**

Further, Suppliers shall ensure that the materials are invariably stamped with manufacturers name and month & year of manufacture as may be detailed in drawing/specification of material to enable correct reckoning of warranty.

**2.14.2. Bank Guarantee towards Warranty obligation:**

For items like machinery and Plant, Costly equipment, capital spares, the tenderer, wherever called upon to do so, shall furnish a Bank Guarantee of 10% of Material value to cover their warranty obligation. The model proforma of the Warranty/Guarantee bond is annexed as Annexure 5.3. It would be the responsibility of the contractor to ensure that Bank Guarantee (BG) required to be submitted by them, should be sent directly by the issuing Bank under registered Post to the concerned Purchasing Authority and, in no case should be brought by the tenderer. That is to say, the firm shall not involve themselves in transmission of the BG between the issuing bank and the purchaser.

**2.15 Deleted**

**2.16 Time for Making Risk Purchase**: Whereas Risk Purchase will be governed by the relevant clauses of IRS Conditions of Contract, such Risk Purchase shall be normally made within 9 months from the date of breach of Contract.

**2.17 Arbitration Clause:**

**2.17.1.** In the event of any dispute or difference of opinion between the North-Eastern Railway administration and Contractor(s) as to respective right and obligation of the parties hereunder or of onus to the true intent and meaning of these present and of any articles of conditions thereof such dispute of difference of opinion (except the matter regarding which the decision has been specifically provided for in the terms of the contact) shall be referred to the sole arbitration as per para 2900 of IRS Conditions of Contract.

**2.17.2 Pre- Arbitration Meetings:**
To avoid the cumbersome &time consuming process of arbitration, pre-arbitration meeting with the contractors can be held for settlement of claim of contractors. However such meeting/discussions shall be without prejudice to the Railway's interest in the matter. If an understanding is reached between the administration and the contractor, discussions will be recorded indicating the claim admitted to the extent and the claim not admitted and the contractor's no claim certificate taken on that basis. In either case subsequent action shall be proceeded and the residual disputes if any, shall be referred to arbitration in terms of clause/Para 2.17.1 above.

**2.18. Jurisdiction of courts:**
The Courts of the place from where the acceptance of tender has beenissued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

**2.19.** Compliance of provisions contained in Contract Labour (Regulation and Abolition) Act, 1970 shall be ensured by the Supplier wherever applicable in fulfilling the contractual obligations as per the scope of supply within the supply contract.

**2.20.** **Conditions for Installation and Commissioning of items other than M&P:**
In cases, where the installation and commissioning of stores supplied is to be done by the supplier, the following conditions will also apply:

(i) The installation and commissioning charges should be shown separately. Firm must quote these charges separately in their offer in appropriate column.
(ii) The payment for installation and commissioning will be done after the successful installation and commissioning by the firm.
(iii) Firm should emboss/put permanent sticker/engraving showing date of manufacturing for each of the component requiring installation and commissioning.
(iv) Call for installation and commissioning will be given by shop officers against specific PO with a copy to Depot Officers.
(v) Firm shall depute the staff for installation and commissioning within 15 days of call, failing which LD **@ ½% (half percent)** per week or part of the week of value of goods subject to maximum of 10% will be6
recovered.
(vi) Bills for installation and commissioning will be submitted to the Depot Officers along with installation and commissioning certificate issued by shop officers.
(vii) Depot Officers will have to submit the bills to Accounts Department. for payment and will maintain record of payment of installation and commissioning charges against various POs in each case.

**2.21.** **Conditions for Fabrication Contracts:**

**a.** The raw material shall be issued to the contractor against bank guarantee. The contractor shall submit a bank guarantee equivalent to the cost of raw material (to be advised by the consignee) within 07 days of the placement of order failing which a penalty of Rs.1000/-per day shall be imposed.

**b.** The contractor shall lift the raw material within three days of the demand placed by Depot Officer or his authorised representative.

**c.** Any intimation by telephone, telex or fax by Depot Officer or his authorised representative for lifting of material shall also be deemed to valid demand.

**d.** Any delay in lifting the raw material by contractor beyond 03 days of demand, shall attract a penalty @ ¼% per day of fabrication value of material for which raw material has been offered to contractor per day.

e. Any delay in returning the fabricated material beyond the delivery period shall attract a penalty of @ ¼ % per day of fabrication value of the material for which raw material has been given to the contractor.

**2.22.** **Migration to GST regime-Special Tender Conditions :**

**2.22.1** **The GST has been implemented with effect from 01.07.2017 :**
**For the tenders opening after roll out GST-** All the bidders/tenderers should ensure that they are GST compliant and their quoted tax structure/rates are as per GST LAW.

**2.22.2.** 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. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

**2.22.3** In case of 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 tax authorities.

**2.22.4.** Tenderer will examine the various provisions of the Central Goods and Service Tax Act 2017 (CGST)/ Integrated Goods and Service Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST) / respective state" State Goods and Services Tax Act (SGST) (also, as notified by Central/State Govt. and 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.

**2.22.5** As the GST regime has been implemented from 01.07.2017 against the previous regime of ED, ST,VAT and Entry Tax etc., therefore, the tenderers shall submit their bill while claiming payment

regarding their registration with GST regime for availing Input Tax Credit (ITC). If they are availing ITC, they shall take in to account the entire credit on inputs available under GST regime while claiming payment and furnish a declaration to this effect along with confirmation that any further benefit available in future on account of ITC will be passed on to the purchaser.

**2.22.6.** The offers shall be evaluated based on the GST rate as quoted by each bidder and same will be used for determining the inter-se ranking. While submitting offer, it shall be the responsibility of the bidder to ensure that they quote correct GST rate and HSN number.

**2.22.7.** Purchaser shall not be responsible for any misclassification of HSN number or incorrect GST rate if quoted by the bidder.

**2.22 8.** Wherever the successful bidder (s) invoice (s) the goods at GST rate or HSN number which is different from that incorporated in the purchase order, payment shall be made as per GST rate which is lower of the GST rate incorporated in the purchase order or billed.

**2.22.9** Vendor (s) is/are informed that they would be required to adjust their basic price to the extent required by higher tax billed as per invoice to match the all inclusive price as mentioned in the purchase order (s).

**2.22.10** Any amendment to GST rate or HSN number in the contract shall be as per the contractual conditions and statutory amendments in the quoted GST rate and HSN number, under SVC.

**2.22.11 " The tenderers in their bids shall indicate the details of their Jurisdictional Assessing Officers (Designation, address & email id). In case of a contract award, a copy of the LOA/Purchase Order shall be immediately forwarded by Purchaser to the Jurisdictional Assessing Officer mentioned in the Tenderer's bid."**

**2.23 Preference to Domestically Manufactured Electronic Products:-**

**2.23.1** The purchaser reserves the right for providing preference to Domestically Manufactured Electronic Products (DMEP) in terms of the extant policy of the Government which can be downloaded from DietY Website, i.e. URL http://meity.gov.in/esdm/pma. Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self certification and compliance and monitoring shall be as per the aforesaid guidelines/notifications. The guidelines/notifications on the subject will be treated as an integral part of the tender documents.

**2.23.2** Briefly, the preference for Domestically Manufactured Electronic Products (DMEPs) shall be operated as follows subject to status of the policy applicable as on date of tender opening and subject to the bidder complying with all other requirements specified in the tender document:

i) As per extant policy of the Government of India, the electronic products for which preference will be provided to domestic manufacturers are as notified by the Concerned Ministry/Department which are as under as on 23.08.2017

| SN | Product Name | Notifying Ministry/ Department | Notification No. and date |
|---|---|---|---|
| 1. | Telecom Products | Department of Telecom | 18.07/2010-IP dt. 05.10.2012 read with notification dated 11.01.2017 |
| 2. | Desktop PCs and Dot Matrix Printers | Department of Electronics and Information technologies, Ministry of Communication and IT | F.No. 33(3)/2013-IPHW dt. 22.05.2014 |
| 3. | Laptop PC | Department of Electronics and Information technologies, Ministry of Communication and IT | F.No. 33(3)/2013-IPHW dt. 22.05.2014 |
| 4. | Tablet PC | Department of Electronics and Information technologies, Ministry of Communication and IT | F.No. 33(3)/2013-IPHW dt. 22.05.2014 |
| 5. | Smart Card | Department of Electronics and Information technologies, Ministry of Communication and IT | F.No. 33(3)/2013-IPHW dt. 22.05.2014 |
| 6. | LED Products | Department of Electronics and Information technologies, Ministry of Communication and IT | F.No. 33(3)/2013-IPHW dt. 22.05.2014 |
| 7. | Biometric IRIS sensors | Department of Electronics and Information technologies, Ministry of Communication and IT | F.No. 33(3)/2013-IPHW dt. 22.05.2014 |
| 8. | Biometric Access Control/ Authentication devices | Department of Electronics and Information technologies, Ministry of Communication and IT | F.No. 33(3)/2013-IPHW dt. 01.10.2014 |
| 9. | Biometric finger print sensors | Department of Electronics and Information technologies, Ministry of Communication and IT | F.No. 33(3)/2013-IPHW dt. 01.10.2014 |

ii) Copies of all the notifications can be downloaded from http://meity.gov.in/esdm/pma.

iii) The quantity of procurement for which the preference will be provided to domestic manufacturers shall be percentage of the net procurable quantity as specified in the

relevant notifications issued by Concerned Ministry/Department indicated in sub para (i) above and can be downloaded from the websites of respective ministries/departments.

iv) Percentage of domestic value addition which qualifies the electronic product to be classified as domestically manufactured shall also be as specified in the relevant notifications issued by Concerned Ministry/Department indicated in sub para (i) above and can be downloaded from the websites of respective ministries/departments.

**2.23.3** In terms of above referred guidelines, domestic manufacturers are required to upload the domestic value addition in terms of Bill of Materials (BOM) for the quoted product alongwith their offer in the following format, failing which their offer will not be eligible for purchase preference under this policy:-

| Item No. | Item Description | Domestic value addition in percentage |
|---|---|---|
| 1. | | |
| 2. | | |

**2.23.4** The tenderers, claiming to bid in the status of domestic manufacturer must also give and upload an undertaking in the format as given as 'Form 1' of the guidelines, copy at Annexure-II. Furnishing of false information on this account shall attract pen provisions as per relevant guidelines/notifications.

**2.23.5** Procedure for award of contracts involving procurement of specified electronic products from domestic manufacturers shall be as under:

"For each electronic product proposed to be procured, among all technically qualified offers, the lowest quoted price will be termed as L1 and rest of the offers shall be ranked in ascending order of price quoted as L2,L3,L4 and so on. If L1 offer is of a domestic manufacturer, the said tenderer will be awarded full value of the order. If L1 offer is not from a domestic manufacturer, the value of the order awarded to L1 tenderer will be the balance of procurement value after reserving specified percentage of the total value of the order for the eligible domestic manufacturer. Therefore, the lowest tenderer among the domestic manufacturers, whether L2, L3, L4 or higher, will be invited to match L1 offer in order to secure the procurement value of the order earmarked for the domestic manufacturer. In case first eligible tenderer (i.e. domestic manufacturer) fails to match L1 offer, the tenderer (i.e. domestic manufacturer) with next higher offer will be invited to match L1 offer and so on. However, Railway may choose to divide the order among more than one successful tenderer as long as all such tenderer match L1 and the criteria for allocating the tender quantity amongst a number of successful tenderer is clearly articulated in the tender document itself. In case, all eligible domestic manufacturers fail to match the L1 offer, the actual tenderer holding L1 offer will secure the order for full procurement value. Only those domestic manufacturers whose offers are within 20% of the L1 offer would be allowed an opportunity to match L1 offer".

**2.23.6** In case of turnkey/system integration projects, eligibility of a tenderer as a domestic manufacturer would be determined on the domestic value addition calculated only for the value of notified DMSPs forming part of the turnkey/system integration projects and not on the value of whole project.

**2.23.7** Mechanism for calculating for local content for certain electronics products mentioned in the notification dated 07.09.2020 of Ministry of Electronics and Information Technology's (MeitY) shall be as per Ministry of Electronics and Information Technology's notification No. W/43/4/2019-IPHW MeitY dated 07.09.2020 communicated by Railway Board vide letter no. 2020/RS (G)/779/2 Pt.1 dated 21.12.2020 same is enclosed as Annexure 5.12.
Other condition mentioned in other notification shall also be applicable**.**

**2.24 Revised Public Procurement (Preference to Make in India), Order -2017: ( Railway Board's L/No. 2020/RS(G)/779/2dated 12-06-2020 and Northern Railway Modification )**

Now, following provisions will be applicable for items to be procured under Public Procurement (Preference to Make in India)

**2.24.1** This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.

**2.24.2** **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order
'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
'Margin of purchase preference' means the maximum extent to which the price quoted by

**a.** "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

**2.24.3 Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'! Non-local suppliers' for different types of procurement**

**(a)** In procurement of all goods, services or works in respect of which the Nodal Ministry I Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

**(b)** In procurement of all goods, services or works, not covered by sub- para **2.24.3**(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161 (iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries. 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

(d) Railway Board vide Letter No.2020/ Rs (L)/779 a/1 Dated –03.05.2021 has advised to Incorporate:

**Ministry of Finance** (Department of Expenditure), vide O.M. dated 05-04-2021 (ref.vi above), has Issued following clarification on the subject :

**"It** is clarified that this office OM No.12/17/2019-PPD dated 15/05/2020 does not apply to procurement By Indian Mission and by offices of government agencies/undertaking located outside India Further, OM dated 15/05/2020 is also not applicable where the place , at which goods, services or works are to be supplied, is outside India."

**Authority Ministry** of Finance (OM) No F:4/1/2021-PPD Dated-05.04.21

(e) Not with standing any provision stated above ,The administrative Department undertaking the procurement (including procurement by any entity under its administrative control ) may exempt the procurement of supplier required for containment of COVID -19 global pandemic from the applicability of this Order/any provision thereof ,after written approval of Secretary of the Department concerned or any Authority having been assigned power by the Secretary of Department concerned The aforesaid exemption shall be applicable only till 30-09-2021**.**

**Authority :-**Rly Board letter No.2020/RS(G)779/2 Part-1 Dated-10.06.2021 and **Ministry of Commerce & Industries** Vide No-P-45021/2/2017-P-P(Be-II) Dated 13 May 2021

**2.24.3A.Purchase Preference**

**(a)** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

**(b)** In the procurement of goods or works, which are covered by **para 2.24.3 (b)** above and which are divisible in nature, 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per the following procedure.

(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

(ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

**(c)** In the procurements of goods or works, which are covered by **para2.24.3 (b)** above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

**i.** Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

**ii.** If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price

**iii.** In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L 1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

**(d)** "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**2.24.3A (i)** In the term of Railway board Letter No 2024/RS(G)/779/3(E 3464799)Dt .25.06.2024 regarding procurement of goods and services, following condition shall be applicable in (i) tenders being or issued with estimated value of procurement more than or equal Rs 500Crore and (ii) Number of class –I local suppliers are not anticipated to be more than 3 :-

(a) Foreign firms (including companies ) can participate in the tender only through joint venture/consortium with Indian firms .

(b) In view of limited capacity of manufacturing of tendered item in India , a foreign bidder proposing phased increase in local content of the tendered item through a joint venture/ consortium with an Indian firm ( including company )or through an Indian subsidiary can participate in the tender . The phased increase in local content shall ensure at least the following :

| Minimum Local content | Supply quantum |
|---|---|
| D-20% | First 10% of order quantity |
| D-10% | Next 30% of order quantity |
| D * | Balance quantity |

*Presuming minimum local content " D" for Class I local supplier is 50% and procuring entity can vary this upward according to the needs of the procurement at hand.

Bidder shall quote local content for the first lot in the bid , along with confirmation to comply with above phased increase in local content . In such a case , the bidder quoting a local content of minimum ( D-20)% shall also be considered equivalent to Class-I local supplier.

**(c)** An Indian bidder (including an Indian subsidiary of a foreign firm ) who is a Class II local supplier shall also be eligible to be considered equivalent to Class I local supplier if it quotes in compliance with the conditions in sub-para 3 (B) i (b) above.

(d) Foreign bidder participating in tender through consortium or joint venture with an Indian firm/ subsidiary ,with local content more than that prescribed as minimum for a Class I local supplier for the item can participate in the tender and shall continue to be considered as a Class I local supplier.

(e) At each stage of phased increase of local content, the supplier shall submit a certificate indicating that local content is more than the limit prescribed .Competency to issue the certificate shall be the same as for the certificate of local content in the tender .

**(ii) Railway can change the above condition on following situations /manner :**

**(a)** Procuring entity can change the local content percentage ( in upward side )mentioned for the phased increase of local content in para (b) above .However , it shall be ensured that at least 60% of the quantity should be accepted with local content more than or equal to the minimum local content specified for Class I local supplier in the tender . While calculating the quantity for phased increase in local content , option clause quantity ,if applicable, shall not be considered .It is further clarified that full option clause quantity shall only be offered to the contractor with minimum local content as specified for Class I local supplier in the tender.

(b) Even if the conditions mentioned in para 3 (A) are complied , in deserving procurement cases , Railway Board may exempt mandating conditions mentioned in para 3 (B). Concerned procuring entity shall forward the case to Railway Board, seeking such exemption , providing detailed justification with approval of the General Manager and concurrence of PFA .Indigenisation of such cases shall be dealt separately .

(c) These condition may not be applied to procurement of items limited to registered venders, as in such cases already indigenisation plans exist

**2.24.3 B** Presently Brake Disc (Wheel Mounted) for Vande Bharat Trains is reserved to be procured from Class-I suppliers only with minimum local content for class I as 50 %. In an endeavour to promote manufacturing of this item in India with higher local content under Make in India Policy, a review of the scenario of local content the item has been done in consultation with ICF and it has been decided that-

i. Minimum local content for Class-ll suppliers is enhanced from 20% to minimum 50% upto less than 75%.

ii. Minimum local content for Class-I suppliers is enhanced to 75% or more

iii. Item is not reserved for exclusive purchase from Class-I sources only.

Accordingly. bidders offering local content less than 50 % shall not be eligible to participate in domestic tenders. Class I suppliers offering more than 75 % local content shall be eligible for preference over Class Il suppliers as per Make in India Policy

**Authority :-** Rly Board letter No.2015/RS(G)/779/5(Vol III) (E3317111) Dated :-06/06/2023.

**2.24.4 Exemption of small purchases:** Notwithstanding anything contained in paragraph procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

**2.24.5 Minimum local content:** The local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local supplier' shall be as defined in the **Para "2.24.2 "** of the Order. No change is permissible on this account..

**2.24.6 Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

**2.24.7 Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

**2.24.8 Verification of local content:**

**a.** The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local

supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

**b.** In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

**c.** Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

**d.** Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

**e.** Nodal Ministries and procuring entities may prescribe fees for such complaints.

**f.** False declarations will be in breach of the Code of Integrity under Rule 175 (1) (i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

**g.** A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph **2.24.8 h** below.

**h.** The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

**i.** The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convener of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

**ii**. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

**iii**. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

**2.24.9. Other procurement solicitations:**

i) If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and /or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

ii) For the purpose of sub-paragraph **2.24.9 (i)** above, a supplier or bidder shall be considered to be from a country if (a) the entity is incorporated in that country, or (b) a majority of its shareholding or effective control of the entity is exercised from that country; or (c) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mea those entities which meet any of these tests with respect to India."

## 2.24.10 Implementation of Public procurement (preference to Make in India) Order, 2017.(Railway Board's L/No. 2015/RS(G)779`/5(VOI.III) dated 22.06.2020)

para-**3(a)** of the public procurement (preference to Make in India )Order,2017 as amended issued vide reference ii above, stipulates as under – vide para **2.24.3 (a) above.**

In procurement of all goods ,services or works in respect of which the nodal ministry/department has communicated that there is sufficient local capacity and local competition, only" Class-1 local supplier as defined under the order ,shall be eligible to bid irrespective of purchase value and the vendors who do not qualify to be Class I local suppliers should not quote in the tender as their

offers shall not be considered for any ordering .In case any vendor who does not qualify to be a Class I local supplier for the tendered item participates in the tender it does so at its own risk and cost and Railway shall not be liable for any loss or damage caused to the vendor .

Govt. has desired that Ministries/Departments shall expeditiously issue notification for the items where there is sufficient local capacity and competition and where public procurement shall be done only from 'Class-I local suppliers' under clause 3(a) of PPP-MII, Order ,04/06/2020.

**(1)** Accordingly, the matter has been reviewed and it has been decided that in respect of following items(List A and List B),For which sufficient local capacity and local competition exists, only class I local suppliers shall be eligible to bid for supply of these items irrespective of the purchase value:-

**List A**

| SN | Item | Reference |
|---|---|---|
| 1 | Point Machine | D.5 |
| 2 | Signal Unit | C.1 |
| 3 | Shunt Signal-Position Light Type | C.2 |
| 4 | Electric Point & Lock Detector | D.2 |
| 5 | Electric Key Transmitter | D.3 |
| 6 | Double Line Block Instrument | A.4 |
| 7 | Single line Token Block Instrument (Handle Type) | A.5 |
| 8 | Single line Neal's Ball Token Block Instrument | A.6 |
| 9 | Nylon Insulted joints | H.8 |
| 10 | Electric lifting Barrier | J.1 |
| | Above References/S. Nos. are from DOC No.QS-M-8.2.1-1Version1. 0. issued by RDSO i.e. VENDOR DIRECTORY (SIGNAL &TELECOM) (Validity 01.01.2019 to 30-06-2019 | |

**List B**

| SN | Item | Reference |
|---|---|---|
| **1** | **Cable(All Types)** | **B** |
| **2** | **LED Signal-Lighting Units for Railway Signaling** | **C-7** |
| **3** | **LED Signal Lamps for Main Color light Signal for Railway Signaling** | **C-8** |
| **4** | **Electric Point Machine (Non-Trainable Type** | **D-5** |
| **5** | **Motors for Electric Signal Machine** | **D-6** |
| **6** | **ARA Terminal Blocks and Fuse Blocks- Made PBT/polycarbonate** | **E-2** |
| **7** | **Battery Charger for Railway S&T Installations** | **F-1** |
| **8** | **Track Feed Battery Charger** | **F-2** |
| **9** | **'SITEL' Primary Cells ( Dry, Lachlanche Type) for Railway S&T Installations** | **F-7** |
| **10** | **Low Maintenance Lead Acid Stationary Secondary Cell for S&T Installations** | **F-8** |
| **11** | **Solar photo-Voltaic Module** | **F-10** |
| **12** | **RELAYS - Universal Plug –in type AC Lamp Proving Relay (M to C Contact) for LED Signal Lamp** | **G-1** |
| **13** | **Relays –'Q' Series Neutral Line (ACI & Non-ACI)** | **G-3** |
| **14** | **RELAYS-Plug-in type, Track Relay 9&4Ohm 9(ACI and Non -ACI** | **G-4** |
| **15** | **Relays-Special Type( Metal to Carbon)** | **G-5** |
| **16** | **Choke Coil For Single Rail Track Circuits on 25 KV 50 Hz AC electrified sections** | **H-6** |
| **17** | **Thermoplastic poly Urethane Insulators for Railway Signaling** | **H-8** |
| **18** | **Fail Safe Electronic Time Delay Device for Railway Signaling** | **I-3** |
| | Above Reference/S. Nos. are From DOC No.Qs-M-8.2.1-2 issued by RDSO i.e. VENDOR DIRECTORY(SIGNAL &TELECOM )(Validity 01.01.2020 to 31.06.2020) | |

**(2)** **Wagons and items required for manufacture and maintenance of wagons**
**(Railway Board's L/No. 2015/RS(G)779/5(VOI.III) dated 12.07.2020)**

Further to above, a similar review of wagons and items required for manufacture and maintenance of wagons has been conducted. Accordingly, it has been decided that, in view of sufficient local capacity and local competition, all types of wagons and all spares and components required for manufacture and maintenance of wagons, including hardware and consumables, shall be procured, irrespective of the purchase value, from Class I Local Suppliers only, except for the following items, in procurement of which this restriction shall not apply.

| SN | Item |
|---|---|
| 1 | Automatic Twist Lock to RDSO Document No. CONTR-01-MSG-ATL-2011 and envelope drg no. CONTR-9405/S/21. |
| 2 | Grease for CTRB Class E & Class K to RDSO specification No. WD-24-MISC-2003. |

| | |
|---|---|
| 3 | Steel: For procurement of Steel the notification of Ministry of Steel on Policy for providing preference to domestically manufactured Iron & Steel Products in Government procurement (Ministry of Steel Gazette notification dated 29.05.2019, latest amended) shall apply. |
| 4 | Grease seal to RDSO Specification No.WD-63-MISC -2020 of Low Torque Grease seal for AAR standard upgraded class 'E' ( 6"x11") Cartridge Tapered Roller Bearings Used in Freight Stock) **(Railway Board Letter No:2015/RS(G)779/5(Vol.III) Dated 07.07.2021 )** |

**3.0** Further to above, a similar review of LHB coaches and items required for their manufacture and maintenance has been conducted. Accordingly, it has been decided that, in view of sufficient local capacity and local competition **all spares and components required for manufacture and maintenance of LHB Coaches, including hardware and Consumables, shall be procured, irrespective of the purchase value, from Class I Local suppliers only, EXCEPT for the following items, in procurement of which this restriction shall not apply :**

| SN | Item |
|---|---|
| 1 | **Automatic sliding Door/Automatic Entrance plug Door** |
| 2 | **Sealed Gangway/Dust sealed inter Car Gangway** |
| 3 | **CCTV Cameras** |
| 4 | **UIC-130 pre-sealed pre-set and pre-lubricated Cartridge Tapered Roller Bearing for use on Coaches of LHB design.** |
| 5 | **Axle Mounted Disc Brake System (LHB) as per RDSO spec. RDSO/2011/CG-04(Rev.01) with amendment -01** |
| 6 | **Non- Asbestos based Organic Brake Pads for LHB type coaches equipped with Disc Brake system as per RDSO spec. No. RDSO/2013/CG-01 with amendment -01)** |
| 7 | **Air spring assemblies – 120 kN capacity as per RDSO/2020/CG-01** |
| 8 | **Direct Mounted double row self-aligning Spherical Roller Bearing (ICF) as per RDSO spec.No. C-8527(Rev.01) with amendment no. 4** |
| 9 | **Forged Axles and wheels for LHB Coaches.** |

**(4)** Railway Board has reviewed and considered that sufficient local capacity and local competition exist
for the following item:

"**Design, development manufacture, supply, integration, testing and commissioning of IGBT based 3-phase propulsion, control and other equipments** including transformers, lightning arrestors, converters, motors, train control and management systems (TCMS), speed indicating cum recording system, brake interface unit, load weighing system with associated equipments, bogie assembly, event recorder, voice communication system, passenger information system, onboard infotainment system, passenger announcement and passenger information system (including CCTVs, speakers), fire detection system , driver cabin with all equipments, passenger car surveillance system, batteries with accessories, cables, cable harnesses, cable jumpers, cable accessories, inter vehicular couples (Power and control) with coach jumper assembly, pantograph with concomitant accessories, APC receivers, electrically operated wiper system, interface equipments with laptops, special tools for assembly/disassembly of various assemblies, supervision of installation, training, brake controller, circuit breakers, lighting system, Air conditioning systems auxiliary power system and comprehensive annual maintenance for some or all of the systems/subsystems **for train sets suitable for operation of 25 KV AC OHE system conforming to applicable RDSO and other specification"**

It has, therefore, been decided that in respect of above item only Class I local suppliers shall be eligible to bid and supply, irrespective of the purchase value. .It has been further decided that the minimum local content for the local supplier, of the above item, to be categorized as Class-I local suppliers shall be 75%.

**(5)** Railway Board has reviewed and considered that sufficient local capacity and local competition exists for the following item (s) -

Item-1

" Design, development, manufacture, supply, testing and commissioning of microprocessor controlled IGBT based 3-phase propulsion equipment including transformers, lighting arrestors, converts, motors, train controlled and management system (TCMS) pneumatic systems compressing of air compressor, circuit breakers, pantograph with concomitant accessories, cables, driver disk with all equipments lighting system including fans, circuit breakers, parking break equipments, Break binding, Load weighing sensors, passenger information and communication system inter-vehicular couplers, speed indicating cum recording system, cab air-conditioning unit, networking system including CCTV cameras, cable transit system, cable trays, HT room filters, earthling switches , coach display unit, inter face equipments with laptops,

special tool for assembly/disassembly of various assemblies supervision of installation and training of MEMU (On Board) confirming to applicable RDSO and other specification"

Item-2

" Design, development, manufacture, supply, testing and commissioning of microprocessor controlled IGBT based 3-phase propulsion equipment including transformers, lighting arrestors, converts, motors, train controlled and management system (TCMS), oil pumps and oil cooling blowers, pneumatic systems compressing of air compressor, circuit breakers, pantograph with concomitant accessories, cables, driver disk with all equipments shunting desk with all equipments, lighting system including fans, circuit breakers, parking break equipments, APC receiver, Break binding, Load weighing sensors, passenger information and communication system inter-vehicular couplers, speed indicating cum recording system, air filter, cab air-conditioning unit, networking system including CCTV cameras, cable transit system, cable trays, earthling switches, coach display unit, inter face equipments with laptops, special tool for assembly/disassembly of various assemblies supervision of installation and training of EMU (On Board) confirming to applicable RDSO and other specification".

**It has therefore, been decided that in respect of item mentioned in Para 2.24.10(5) only class I local suppliers shall be eligible to bid and supply, irrespective of the purchase value. It has been further decided that the minimum local content for the local supplier, of the item mentioned in Para 2.24.10(5)to be categorized as "Class-I local supplier" shall be 60%.**

**(6) RE items under para-3(a) of PPP-MII Order.**

Further to above as per Railway Board ' Letter No. 2015/RS(G)/779/5(Vol.III) Dated:19.02.2021 there is Sufficient Local Capacity and local competition exist for all the material/items used in Railway Electrification as they are indigenously manufactured and supplied except (i) short neutral section assembly'(ii)150 sq.mm HDGC Contact wire '(iii)'193 sq .mm HDGC Contact wire', .( Railway Board No.2015/RS(G)/779/5(Vol.III) . Dt :- 20.01.2023) which is an RDSO approved items, ,Hence of the Purchase value. It has been further decided that the minimum local content for the local supplier, of the above item, to be categorized as 'Class-I Local supplier' shall be 50%.Other term and condition regarding preference to Make in Indiais applicable as per previous Railway Board Make in India letter.

**(7) Deleted**

**(8) To be Read at Para 2.24.11 (Page 39)**

**(9)** Review of track fittings and sleeper items has been conducted at Railway Board, and, it has been decided that, in view of sufficient local capacity and local competition, following track fittings and sleeper items shall be procured, irrespective of the purchase value, from Class I Local Suppliers only:

| S.No. | Item |
|---|---|
| 1. | Spheroidal Graphite Cast Iron Insert |
| 2. | Elastic Rail Clips- Mk-III&ERC-J |
| 3. | Elastic Rail Clips Mk-V |
| 4. | Glass Filled Nylon-66 Insulating Liners |
| 5. | Polyethylene Dowel |
| 6. | Nyion Cord Reinforced Elastomeric Pad |
| 7. | Metal Liners |
| 8. | Glued Insulated Rail Joints |
| 9. | Fibre Glass Cloth Woven Roving-360 |
| 10. | High Tensile Fish Bolts & Nuts |
| 11. | Glue |
| 12. | Fabricated Switches |
| 13. | Fabricated Crossings |
| 14. | Cast Manganese Steel Crossings |
| 15. | Switch Expansion Joints (SEJ) |
| 16. | Single Coil Spring Steel Washer |
| 17. | Fish Plates |
| 18. | Fish Plates Bars |
| 19. | SSD for or Curved Switches |
| 20. | Improved Switch Expansion Joint for 65mm gap (max.) |

| | |
|---|---|
| 21. | Improved Switch Expansion Joint for 80mm gap (max.) |
| 22. | Composite Grooved Rubber Sole Plates (6.2mm & 10mm thick) |
| 23. | Grooved Rubber Sole Plates (6mm & 10mm thick) |
| 24. | Fusion Welding of Rails by Alumino-thermic Process |
| 25. | Thick Web Switch |
| 26. | Zero Toe Load Fastening (ZTLF) System |
| 27. | PSC sleepers |
| 28. | H Beam sleeper |
| 29. | Steel Channel sleeper |

**(10)** Railway Board has reviewed and considered that sufficient local capacity and local competition exists for 136 items listed in annexure. These items are required for manufacture and maintenance of 3 Phase Electric Locomotive.

It has, therefore, been decided that in respect of these listed items, only Class I local suppliers shall be eligible to bid and supply, irrespective of the purchase value. It has been further decided that the minimum local content for the local supplier, of the above item, to be categorized as 'Class-I local supplier' shall be 50%.

| SN | ITEM | CLWPLNO | DRG/SPECNNO |
|---|---|---|---|
| 1 | Motor for Compressor | 29511008 | CLW/ES/3/0100 RDSO/SPEC/ E-10/3/09 (motor) |
| 2 | Blower for Machine Room | 29440105 | CLW/ES/3/0020 |
| 3 | Motor for Machine Room Blower | 29440105 | RDSO Spec No. E-10/3/09 (Motor), ABB drg no. 3EHP590467R001 CLW/ES/3/0020 |
| 4 | Blower Scavange for Machine Room | 29440129 | CLW/ES/3/0022 |
| 5 | Blower for Traction Motor | 29440075 | CLW/ES/3/0019 |
| 6 | Motor for Traction Motor Blower | 29440075 | CLW/ES/3/0019 RDSO Specn. No. E-10/3/09 (motor) |
| 7 | Blower Scavange for Traction Motor and Oil Cooler | 29440117 | CLW/ES/3/0021 |
| 8 | Motor for Scavange Blower to TM / Oil cooling | 29440117 | CLW/ES/3/0021 RDSO Spec. No. E-10/3/09 (motor) |
| 9 | Oil Cooling Unit for transformer / converter with impeller and casing | 29470043 | CLW/ES/3/0647 RDSO/2016/EL/SPEC/ 0123 Rev.1 |
| 10 | 25KW Motor for oil cooling unit for Three Phase Locomotive | | TECH .SPEC/E-10/3/09 (Motor) (3 Phase Drive Looco), with Amendment No 1 to4. CLW/ES/3/0023 |
| 11 | 30kW Motor for oil cooling unit for Three Phase Locomotive | | RDSO Spec. No. E-10/3/09(Motor) with Amendment slips no. 1 to 5 |
| 12 | 30KW Motor for oil cooling unit (Centrifugal Design) for Three Phase Locomotive | | RDSO Spec No. E-10/3/09 (Motor), with Amendment No 1 to 5. |
| 13 | Aluminium impeller for Oil cooling unit | | CLW/ES/3/0647 |
| 14 | Transformer Tranela- 15 (Aux. Transformer) | 29690079 | CLW/ES/3/0098 |
| 15 | Earth Fault Relay<br>Harmonic Filter / Auxiliary Converter | 29660014 | CLW/ES/3/0090 |
| 16 | Main Transformer for WAG-9 Loco (6531 KVA) | 29731008 | CLW/ES/3/0456 |
| 17 | Main Transformer for WAP-5/WAP-7 (7475 KVA) | 29735014 | CLW/ES/3/0315 |
| 18 | Main Transformer 7775 KVA Type Lot 7500 for WAP-7 & WAP-5 Locos | 29731057 | CLW/ES/3/0660/A |
| 19 | Set of Metallic Pipe for Main Transformer | 29230044 | CLW/ES/3/0253 |
| 20 | Transformer Module Primary Voltage | 29690092 | CLW/ES/3/0083 |

| | | | |
|---|---|---|---|
| 21 | Cab Heater/Ventilation | 29170011 | CLW/ES/3/0109 |
| 22 | Crew Fan | 29470080 | CLW/ES/3/0110 |
| 23 | Master Controller | 29860015 | CLW/ES/3/0031 |
| 24 | Cab Air Conditioning System | 29811028 | RDSO/2007/EL/SPEC/0055(REV.”1”) |
| 25 | Complete HB1/2, SB1/2 (without electronics), filter & F-cubicles along with all equipments and cabling. | 29171180<br>29171192<br>29171209<br>29171210 | CLW/ES/3/0191; 0192; 0193; 0194; 0195 & 0652 |
| 26 | Pantographs for Freight Locos (ACapplication) | 29880026 | RDSG/2008/EL/SPEC/0066Rev.’0’dated 20.6.2008andAmend1 Dtd. 31.12.08 |
| 27 | Metalised Carbon Strip for Pantographs | | RDSO/2009/EL/SPEC / 0097 Rev. ‘1’ Sept. 2013 |
| 28 | Vacuum Circuit Breaker (single bottle) | 29711046 | CLW/ES/C-47 |
| 29 | Pantograph Disconnecting + Earthing Device | 29810050 | CLW/ES/3/0008 |
| 30 | Set of Roof Bars | 29810115<br>29815009 | CLW/ES/3/0063<br>CLW/ES/3/0036 |
| 31 | Resistor Harmonic Filter for WAG-9 /WAP-7 | 29650033 | CLW/ES/3/0015 |
| 32 | Resistor Harmonic Filter for WAP-5 | 29655006 | CLW/ES/3/0307 |
| 33 | Conduit for Cables (Metallic) | 29605064<br>29600595 | IA0 51-00112 |
| 34 | SRBGF Items & Set of Fibre Glass Cable Cleat for TM (Type-4) | 29720795<br>29615045 | CLW/ES/3/0056<br>& CLW/ES/3/0414 |
| 35 | Set of Cable Clips | 29210409<br>29210410<br>29210422 | CLW/ES/3/0133 |
| 36 | Cable Lug | 29610011<br>29612615<br>29612652<br>29615434<br>29615446<br>29615458 | CLW/ES/3/0130/1 |
| 37 | Al. Cable Cleat | 29611702<br>29725150 | CLW/ES/3/0039 |
| 38 | Set of Cable Cleat with DIN rail for TM | 29615094 | CLW/ES/3/0045 |
| 39 | Set of cable disconnection | 29615008<br>29612810 | CLW/ES/3/0424<br>CLW/ES/3/0128 |
| 40 | Set of Cable Tray | 29612950<br>29612949<br>29615150 | CLW/ES/3/0132<br>CLW/ES/3/0316 |
| 41 | Copper Sleeves & Set of copper sleeves | 29610370<br>29615392 | CLW/ES/3/0205 |
| 42 | Set of Steel Sleeves | 26612008 | CLW/ES/3/0205 |
| 43 | Set of Insulators | 29721180<br>29725057 | CLW/ES/3/0145 |
| 44 | Set of Rubber Items | 29250134<br>29255065 | CLW/ES/3/0151 |
| 45 | Set of Gasket for WAG-9/WAP-7&WAP-5 Loco. | 29255041<br>29250018 | CLW/ES/3/0142 |
| 46 | Set of Neoprene Hoses | 29230068 | CLW/ES/3/0094 |

| | | | |
|---|---|---|---|
| 47 | Hose for Cab Heater | 29232685 | CLW/ES/3/0436 |
| 48 | Set of Other Hoses | 29611489<br>29611519 | CLW/ES/3/0099 |
| 49 | LED Based Flasher Light | 29612937 | i) ELRS/SPEC/LFL/0017 (Rev1, Oct 2004)<br>ii) CLW/ES/SK-3/L-21/C |
| 50 | Head Light Housing | 29610965 | CLW/ES/3/0114 |
| 51 | Driver's Desk & Assistant Driver's Desk Illumination | 29170023 | CLW/ES/3/0042 |
| 52 | Latching Push Button Corridor Lighting | 29700097 | CLW/ES/3/0044 |
| 53 | LED Based Marker Light | 29612925 | i) ELRS/SPEC/PR/0022 (Rev1, Oct 2004)<br>ii) CLW/ES/SK-1/L-29 |
| 54 | Set of Copper Braid | 29612779 | CLW/ES/3/0138 |
| 55 | Set of Non Metallic Plate | 29170965 | CLW/ES/3/0451 |
| 56 | Set of Bus Bar | 29615525<br>29615537<br>29615574<br>29615562<br>29615549<br>29611550 | CLW/ES/3/0118<br>CLW/ES/3/0412 |
| 57 | Set of Spacer | 29610448<br>29611490 | CLW/ES/3/0156 |
| 58 | Set of Union & Fittings | 29610345 | CLW/ES/3/0163 |
| 59 | Set of Non-metallic Pipe (Smoke Detection Pipe) | 29230020<br>29235054 | CLW/ES/3/0254 for WAG-9<br>CLW/ES/3/0413 for WAP-5 |
| 60 | Axle Box Complete without Bearing (WAG-9 & WAP-7) | 29010044<br>29015005 | CLW/MS/3/003, 1209-01.111-005 ,1209-01.111-006<br>1209-01.111-007 |
| 61 | Axle Guide Bearing (WAP-5) | 29055015 | IA011-00379 |
| 62 | Bar for bogie head beam | 29101025 | 1209-01.312-171 |
| 63 | Traction Motor Cooling Bellows | 29940023 | CLW/MS/3/006, |
| 64 | Bolt (Pin) 12 | 29300836 | 1209-01.413-011 |
| 65 | Bolt | 29301117 | 1209-01.315-017 |
| 66 | Fixing Cables (Safety Sling for Push- Pull Rod) | 29100239<br>29105195 | 1209-01.318-018, 1209-01.318-019, IA016-00260,<br>IA016-01095, IA016-01096 |
| 67 | Leather Bellow with Mounting Arrangement and Hardware in a set for WAG-9 /9H /WAP-7 | 29940436 | 1209-01.018-024 Alt 1 |
| 68 | Gear & Pinion for WAP-5 (67:35:17); WAP-7 (72:20); WAG-9 (107:21) or (77:15) | 29425086<br>29420120<br>29420131 | RDSO Spec- MPO, 2800.19,Rev-0 (Oct'05), SKDP-3473&74 ,SKDP-3435&36, SKDP-3847&48,<br>IA011-230, 231, 232 for WAP-7/WAG-9 |
| 69 | Gear Case-Complete | 29030018 | 1209-01.013-014 |
| 70 | Holder for TM suspension | 29100150 | 1209^01.118-002 |
| 71 | Housing | 29100057 | 1209-01.113-002 |

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| 72 | Set of Insulating base | 29725021 | 1209-01.415-015<br>1209-01.315-016 |
| 73 | Suspension Tube and its assembly components for Three Phase Traction motor type 6FRA 6068 of Electric Locomotives (Motor Suspension Unit) | 29100288 | CLW/MS/3/201 |
| 74 | Pivot | 29140134 | 1209-01.112-002 |
| 75 | Sealing (cu. Washer) | 29100320 | 1209-01.412-069 |
| 76 | Spring guide | 29101001 | 1209-01.212-003 |
| 77 | Elastic Stop (lateral & vertical) | 29250470 | CLW/MS/3/010 1209-01.315-021, 1209-01.315-022 |
| 78 | Tubes | 29230512<br>29105158 | CLW/MS/3/055 |
| 79 | Threaded Bolt | 29305007<br>29300850 | IA016-00272 CLW/MS/10/060 1210-01.415-021 1209-01.315-020 |
| 80 | Tube | 29232673 | 1209-01.312-160 |
| 81 | Push / Pull Rod | 29100069<br>29100094 | 1209-01.113-006 |
| 82 | Brake Gear Arrangement & Details for WAP-7 Loco | 29140225 | 1209-01.116-059 |
| 83 | a) Wheel Set Guide (Steel Casting) | 29050017 | 1209-01.115-004 for WAG-9 |
| 84 | Bogie Frame Complete for Co-Co Locomotives | 29100422 | 1209-01.112-202<br>CLW/MS/3/Bogie/003 |
| 85 | Torque Support | 29100380 | 1209-01.218.003 |
| 86 | Battery Box Assly. | 29680013 | CLW/MS/3/037 1209-06.<br>138-001 1209-06.138-003 |
| 87 | Blind Installation | 29170059 | CLW/MS/3/035 |
| 88 | Filter Assly. | 29480103 | CLW/MS/3/012 1209-11.235-132 |
| 89 | Fire Extinguisher | 29170631 | CLW/MS/3/016 1209-13-240-025 |
| 90 | FRP under panel of Cab | 29720412 | CLW/MS/3/018 |
| 91 | Gasket (non-metallic) | 29250651<br>29250602<br>29250043 | CLW/MS/3/062<br>CLW/MS/10/020 |
| 92 | Grommet for wiper pipe pass | 29250432 | 1209-03.330-240 |
| 93 | Inter Lock Assly. | 29170047<br>29171003 | CLW/MS/3/111 |
| 94 | Plywood (Impregnated Compressed laminated) | 29170217<br>29175148 | 1209-08.231-013<br>1209-08.231-014<br>1209-08.331-015<br>1209-08.331-016 |
| 95 | Rubber Hose for Scav. Blower | 29255030 | 1209-11.344-046<br>1209-11.344-052<br>1209-11.339-037 |
| 96 | New Design Cattle Guard for WAP-5 Locos suitable for high speed 160 Km/hr. | 29125080 | IA021 -00029 CLW/MS/3/107 |
| 97 | Safety flooring PVC | 29170552 | RDSO/2006/CG-12(Rev-1) |

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| 98 | Copper Pipe fittings | 29230081 | CLW/MS/3/067<br>CLW/MS/10/017 |
| 99 | Copper Tubes | 29170333 | CLW/MS/3/030 |
| 100 | Flexible Hose assly. | 29230123<br>29234980<br>29235005 | CLW/MS/3/033<br>CLW/MS/10/035 |
| 101 | Nylon Tubes | 29185026 | CLW/MS/3/079<br>CLW/ES/3/0260 |
| 102 | Saddle light stauff | 29170072<br>29175288 | 1209-18.406-053, |
| 103 | Steel Pipe fittings | 29230366<br>29180107<br>29230184 | CLW/MS/3/068<br>CLW/MS/10/018 |
| 104 | Wiper Assly. | 29162026 | CLW/MS/3/050 |
| 105 | Reservior above 50 litres | • 29162105<br>29162099 | CLW/MS/3/110 (For3-Ph) 0/3/65/234(P) 0/3/65/136(P) 0/3/65/136 |
| 106 | Standard Hardware (MS) | 25949470 | IS: 1364<br>IS:1365<br>IS:2232 |
| 107 | Non- Standard Hardware | 25949329 | |
| 108 | Spring Washer | 29350025 | CLW/MS/3/085 |
| 109 | Set of terminal block (Screw type) | 29615161 | CLW/ES/3/0645 |
| 110 | Cubicle HB1&HB2 (Bare)<br>Cubicle SB1 & SB2 (Bare)<br>Filter Cubicle (Bare)<br>SS Louvre Assembly | 29170643<br>29170667<br>29170655<br>29480139<br>29170205 | CLW/MS/3/047<br>CLW/MS/3/098<br>CLW/MS/3/046<br>CLW/MS/10/009<br>CLW/MS/3/097 |
| 111 | Cubicle 'F Deriver Cab<br>Filter Frame Assly. (Fly screen)<br>Piano Hinge<br>SS Sheets & Plates<br>Transition Duct Assly.<br>Cover Assly. Security Lock<br>Sand box Assly(WAP-5)<br>Stainless Steel Trough for AC Cab for WAP-5 -OCO<br>Roof Hatch Retainer Assly. For WAG-9H/WAP- 7 Loco. (Each Loco set is consisting of 4 items) | 29170175<br>29480115<br>29171179<br>29120147<br>29175010<br>29470079<br>29120100<br>29075002<br>29175021<br>29175392 | CLW/MS/3/045<br>1209-11.244-024 1209-11.144-025<br>1209-06.327-040<br>CLW/MS/3/039<br>CLW/MS/10/028 1209-11.244-024<br>1209-11.144-025 1209.02.127.037<br>CLW/MS/10/038 1210-07-138-002<br>1210-07-138-003 1210-07-138-004<br>1209-08.230-518 1209-10.237-051<br>1209-10.437-055 1209-10.337-077<br>1209-10.337-054 |
| 112(A) | Group-A<br>Circuit Breaker Box Assly. Extractor Ventilator<br>Rotary Shutter<br>SS Pressed Section<br>Set of Metallic plate<br>Set of Bracketted sheet<br>Set of casing<br>Set of cover for WAP5<br>Set of cover<br>Set of panel plate | 29170310<br>29170140<br>29175045<br>29612860<br>29610254<br>29611507<br>29610242<br>29170620 | 1209-06.142-003<br>1209-08.330-185<br>1209-08.330-186<br>CLW/MS/3/038<br>CLW/MS/10/027<br>CLW/ES/3/0450<br>CLW/ES/3/0153<br>CLW/ES/3/0134<br>CLW/ES/3/0406<br>CLW/ES/3/0139<br>CLW/ES/3/0453 |

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| (B) | (Group-2)<br>Lock Quarter turn<br>Set of clips for pipes /hose<br>Set of looming bars<br>Set of Shackle<br>Set of clamp<br>Hinge base assly.<br>Gasket (Metallic) | 29171155<br>29612858<br>29612834<br>29611805<br>29610266<br>29250614 | 1209-18.306-004<br>CLW/ES/3/0136<br>CLW/ES/3/0119<br>CLW/ES/3/0152<br><br>CLW/ES/3/0135<br><br>1209-11.439-044 |
| (C) | (Group-3)<br>Set of Bracket for WAP5<br><br>Set of Bracket<br><br>Set of Support<br><br>Oil Pump Bracket fixing | <br>29615057<br>29610436<br>29615318<br>29615290<br>29615306<br>29612871<br>29615070<br>29530106 | <br>CLW/ES/3/0411<br><br>CLW/ES/3/0121<br><br><br>CLW/ES/3/0159<br><br>CLW/ES/3/0148 |
| 113 | Door Aassly.<br>Window Assly. | 29170280<br>29172028 | CLW/MS/3/013<br>CLW/MS/3/014 |
| 114 | Wind Screen Assly.<br>Air Diffuser | 29170291<br>29540021 | CLW/MS/3/027<br>1209-08.430-181 |
| 115 | Al. Chequarred Plate<br>Al. pressed section<br>Al. Sheets & Plates<br>Al. Perforated sheet<br>Cable tray cover Assly.<br>Al. Roof Ladder Aluminium Inspection Cover for Floor<br>Ventilation Ducting for WAP-5 Loco. | 29170618<br>29170783<br>29400107<br>29175355<br>29170229<br>25606839<br>29475065 | 1209-09.331-039<br>CLW/MS/3/072<br>CLW/MS/3/075<br>CLW/MS/3/074<br>1209-08.130-167<br>CLW/MS/10/047 |
| 116(A) | Drivers Desk (Bare) | 29171143 | CLW/MS/3/117 |
| (B) | Duct Assly. for<br>WAG-9, WAP-5 &<br>WAP-7 | 29470067<br>29475041 | CLW/MS/3/099<br>CLW/MS/10/048 |
| (C) | General Arrangement of floor ventilation ducting | 29470092<br>29470109 | IB-021-0326 |
| (D) | Junction Box Assly. & Body Side & Floor Secondary Member for WAG-9/WAP-7 | 29200052 | IB051-00176 |
| 117 | Built up steel section | | 1209-08.430-029<br>1209-08.430-030<br>1209-08.330-033 |
| | Steel chequarred plates<br>Step Assly.<br>Step Arrangement(WAP-5) | 29170266<br>29120202<br>(MINOR)<br>29125110 | CLW/MS/3/077<br>1209-06.242-008<br>IA011-00321 |
| | Foot Step Assly.(WAG-9)<br>Merchant Flat bars V/F (For Cab, Sidewall & Roof)<br>.Platform Assly.<br>Grill Assly.(Protection Grill for Wind Screen) | 29120196<br>29125078<br>29170898<br>29175483<br>29175483 | CLW/MS/3/103<br>CLW/MS/3/106<br>IB081-00421<br>CDD-HL-E72-031<br>03/1/38/99 Alt.1 |

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| | Coduits of Cables<br>Wire Rope<br>Safety Sling for TM 6FRA 6068 for WAG-9H/WAP-7<br>Safety Sling for Hanger Lever for WAP-7<br>Stool for WAP-5 Loco<br>Bracket Outer<br>Bracket Inner for WAG-9 Loco<br>Steel Chequred Plate<br>Doorway Surround (Lower) | 29601009<br>29120135<br>29140201<br>29140237<br>29175380<br>29120366<br>29170266<br>29170710 | 1209.02-426-126,<br>129,132,134<br>1209.02-327-083<br>1210-03.125-002<br>IA036-00047 IA036-00043,<br>IA031-00035, IA032-00029<br>1209-02.341-004<br>, 1209-02.341-003<br>CLW/MS/3/077<br>IB091-00024 |
| | **Group-II**<br>Air Outlet Assly.<br>Capacitor Box Assly<br>Sand Box Assly for WAG-9 & WAP-7<br>Flange<br>Set of Fabricated Items with Hotel Load Converter for WAP-7 Loco.<br>Mounting Bracket for WAH-9H/WAP-7 Loco | 294050020<br>29771043<br>29070259<br>29125157<br>29741105<br>29171015 | 1209-10.337-081 IA106-00507<br>IA066-00095<br>IA066-00098<br>1209-01.138-031.<br>1209-01.138-032<br>03/4/20/2 Alt. 1<br>CDD-HL-P71-002A<br>IB026-0106 1209-07.232-022<br>IB031-0325<br>IB031-0327 |
| | **Group- 111**<br>Door Latch Assly<br>Channel Unistruct Din Rails<br>Clips-Pneumatic items<br>Clamps-Pneumatic items<br>Protection Plate Assembly for WAG-9/WAP-7<br>(Set of Protection Plate for WAG-9/WAP-7)<br>Shim and Pad (06 Items)<br>Set of Accessory for Hand Brake Arrangement for WAP-7 Loco. Hinge for WAG-9/WAP-7 Loco | 29170084<br>29480127<br>29101062<br>29210094<br>29215080<br>29210010<br>29235078<br>29180053<br>29250511<br>29140286<br>29175239 | 1209-09.233-018<br>CLW/MS/3/070<br>CLW/MS/3/058<br>1209-01.413-013 1209-18.406-087<br>1209-18.406-094 CLW/MS/3/059<br>CLW/MS/10/045<br>IB011-00479 IB076-00259 IB016-00451 IB016-0476<br>1209-0.9.433-080<br>05/4/59/15 Alt-3,<br>05/4/59/22 Ait-22, 05/4/59/80 Alt-8<br>1209-00.240-201 ref.10 |
| 118 | Roof Assly. complete for WAG-9/ WAP-7 | 29170941<br>29175343 | CLW/MS/3/154<br>IB 101-00124<br>IB 101-00125<br>IB 101-00122 |
| 119 | Side Wall Assly for WAG-9 / WAG-9H/ WAP-7 | 29171040 | CLW/MS/3/154<br>IB031-00275-1 (RH)<br>IB031-00276-1 (LH) 1209-03.035.187<br>(For WAG-9H along with above) |
| 120 | Cab Assly Complete for WAG-9/WAP-7 | 29170953 | CLW/MS/3/154<br>IB 081-00313, 00479,00467, 00473;<br>1209-10.237-213;<br>1209-08.231-074; |
| 121 | Head Stock Assly. Complete for WAG-9/9H/WAP-7 Loco. | 29120240<br>29120251<br>29125182 | CLW/MS/3/154 IB 021-00313 |
| 122 | Centre Sill Assly. Complete for WAG-9/9H/WAP-7 Loco | 29120299<br>29120317 | CLW/MS/3/154 ,1209-02-126-012 |
| 123 | Centre Sill Assly. Complete For WAP-5 | 29125133 | IA-021/00045 |
| 124 | Central Linder Frame Assly. for WAP-5 Loco. | 29125200 | CLW/MS/3/154 |
| 125 | Central Underframe Assly For WAG-9 & WAP-7 | 29120305 | IB021-00254 |

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| 126 | Side Sill Assly. for WAP-5 | 29125145 | CLW/MS/3/154, IA021-00026, IA021-00043, IA021-00044. |
| 127 | Side Sill Assly. for WAG-9 / WAP-7 | 29171052 | IB021-00346, IB021-00374, IB021-00376 |
| 128 | Bolster Assly. for WAG-9H/WAP-7 | 29100460<br>29100471 | CLW/MS/3/154 IA021-00390, IB021-00350 |
| 129 | Bolster Assly. for WAP-5 | 29107568 | CLW/MS/3/154 IA021-00006, |
| 130 | Side Wall Assly for WAP-5 | 29175320 | CLW/MS/3/154, 1210-03.135.001, 1210-03.135.002 , 1210-03.135.065,1210-03.135.066,1210-03.135.045 1210-03.135.046 1210-03.135.047 |
| 131 | Head Stock Assly. for WAP-5 | 29125182 | CLW/MS/3/154, IA021-00003, |
| 132 | Roof Hatch Assly for WAP-5 Loco | 29175343 | CLW/MS/3/154 |
| 133 | Complete Shell Assembly for WAG-9/9H | 29171027 | CLW/MS/3/152, |
| 134 | Under Frame Assly. for WAG-9/9H Loco | 29120329 | CLW/MS/3/154 IB021-00317, IB021-00380 |
| 135 | Spares for AM 12 or<br>IR 01 or PAN 01 type Pantograph | | RDSC/2008/EL/SPEC/0066 Rev.'O' dated 20.6.2008 and Amend 1 Dtd 31.12.08 |
| 136 | Transformer Repair/rehabiliation | | |

**Authority :** Railway Board Letter No 2015/RS(G)/779/5(Vol.III) Dated :09/02/2021

**2.24.11 Revision regarding Public Procurement (Preference to Make in India) Order , 2017**

**Authority:-** Railway Board Letter No.2020/RS(G)/779/2 Dt 05.08.2024.
**Revised 'Public Procurement (Preference to Make in India), Order 2017" dated 05.08.2024 effective with immediate effect.**

**Whereas** it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

**Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and

**Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:
   *'Local content'* means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

***Explanatory notes for calculation of local content given above***

a Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.

b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

G Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

*d.* To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, bidders should submit, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

*e.* For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content

*'Class-1 local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-1 local supplier' under this Order.

*'Class-ll local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-ll local supplier* but less than that prescribed for 'Class-1 local supplier' under this Order.

*'Non - Local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-ll local supplier' under this Order.

*f. 1'* means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

*'Margin of purchase preference'* means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the LI for the purpose of purchase preference.

*'Nodal Ministry'* means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

*'Procuring entity'* means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

*'Works'* means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'.*

### *2A. Special treatment for items covered under PU Scheme*

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

**3.** Eligibility of 'Class-1 local supplier[9]/ 'Class-ll local supplier[9]/ 'Non-local suppliers[9] for different types of procurement

**(a)** In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

**(b)** Only 'Class-I local supplier' and 'Class-ll local supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-ll local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

**(c)** For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

**(d)** In the terms of Railway Board Letter No2020/RS(G)/779/2-(Part-1)(E-3322671)& Office Memorandum No.F.4/1/2023-PPD(pt) dt. 07.06.2024. A general exemption from issuing global tender inquiry (GTE) has been granted for 120 drugs till 31.03.2027 or further order under rule 161 (iv) of GFRs 2017, the Annexure 5.14 is enclosed in Annexure section at the end of this document.

**(e)** In the terms of Railway Board Letter No. 2022/RS/(L)/709/1/(SER-VHF Set) E3385444) Dt 02.07.2024 & Ministry of Finance Office Memorandum No .F.4/1/2023-PPD(pt) Dt.28.06.2024. A general exemption has been granted for 354 Medical Devices (as per Annexure 5.15 ) from issuing Global tender enquiry (GTE),till 31.03.2027 or further orders.

**(f)** In the terms of Railway Board Letter No2020/RS(G)/779/2-(Part-1)(E-3322671) dt .28.08.2024. Office Memorandum No.F 4/1/2023-PPD(pt) dt. 09.08.2024.A general exemption from issuing global tender inquiry (GTE) has been granted for 07 more drugs till 31.03.2027 or further order under rule 161 (iv) of GFRs 2017,the Annexure.5.14.(A) is enclosed in Annexure section at the end of this document.

**(g)** In the terms of Railway Board Letter No2020/RS(G)/779/2-Part(1) Dt.28/01/2025. Office Memorandum No.F.4/1/2023-PPD(pt) dt .15/01/2025. Relaxation under Rule 161(iv) of General Financial Rules(GFRs) 2017 for issuance of Global Tender Inquiry (GTE) for procurement now included one more drug i.e. 'Varicella Vaccine, Live Attenuated, Monovalent, Containing at least 1000 PFU per 0.5 ml" in the list of exempted Drugs.

**3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders**

**a** The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."

***b*** Not with standing above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

**3A. Purchase Preference**

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement of goods or works, which are covered by para 3(b)

above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-ll local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to LI.

ii. If LI bid is not a 'Class-1 local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the LI price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the LI price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the LI bidder.

(c) In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-ll local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class -I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the LI price.

iii. in case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier' within the margin of purchase preference matches the LI price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**3 B** **Applicability in tenders where contract is to be awarded to multiple bidders-** In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

c. If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d. First purchase preference has to be given to the lowest quoting 'Class-1 local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-1 local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-1 local supplier', falling within 20% margin of purchase preference, and soon.

e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-1 local supplier' within the broad policy guidelines stipulated in sub- paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

4A, Exemption in sourcing of spares and consumables of closed systems:

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-1 local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-1 local supplier'/ 'Class- II local supplier*. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-1 local supplier'/ 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference;** The margin of purchase preference shall be 20%.

7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for

display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. Verification of local content:

a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-1 local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

f. Nodal Ministries and procuring entities may prescribe fees for such complaints.

g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9
i below.

I. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member- Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

j. . On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

k. i. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to subparagraphs 'a' and 'b' above.

d. **Reciprocity Clause**

i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.

iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.

v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

f. "All administrative Ministries/Departments *whose procurement exceeds Rs. 1000 Crore per annum* shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

**10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. **Increase in minimum local content** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,
    a. reduce the minimum local content below the prescribed level; or
    b. reduce the margin of purchase preference below 20%; or
    c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

    The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

    A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
    Secretary, Department for Promotion of Industry and Internal Trade - Chairman Secretary, Commerce—Member
    Secretary, Ministry of Electronics and Information Technology—Member Joint Secretary (Public Procurement), Department of Expenditure—Member Joint Secretary (DPIIT)—Member-Convenor

    The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standting Committee shall meet as often as necessary, but not less than once in six months. The Committee

    a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
    b. shall annually assess and periodically monitor compliance with this Order
    c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
    d. may require furnishing of details or returns regarding compliance with this Order and related matters
    e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
    f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

    g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

**2.24.11(A)** Guidelines for implementing the provisions of Public Procurement (Preference to Make in India )Order (PPO), 2017 revision related to procurement of Goods & Services in pharmaceutical Formulations –reg.

Whereas Department for Promotion of Industry and Internal Trade (DPIIT), pursuant to Rule 153(iii) of the General Financial Rules 2017, has issued Public Procurement (Preference to Make in India ) Order (PPO), 2017 vide no P4502/2/2017-B.E.-II dated 15.06.2017 , which is partially modified by Order no. P-45021/2/2017-PP(BE-II) dated 28.05.2018 , Order no .P-45021/2/2017 –PP (BE-II) dated 29.05.2019 , Order no .P-45021/2/2017 –PP (BE-II) dated 04.06.2020 and Order no .P-45021/2/2017 –PP (BE-II) dated 16.09.2020.

Whereas it is the policy of the Government of India to encourage 'make in India ' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas DPIIT ,in order to facilitate the implementation of the PPO,2017,vide D.O.No. P-45021/2/2017-BE-IIdated 14.08.2017 has identified Department of Pharmaceuticals (DoP)as the Nodal Department for implementing the provision of the PPO,2017 relating to goods &services related to Pharmaceuticals Sector **.**

Now , therefore Department of Pharmaceuticals (DoP), in supersession of the guidelines issued earlier by DoP vide F.No.31026/4/2018-Policy dated 01.01.2019 ,F.No. 31026/4/2018–Policy dated 14.01.2019 and F.No. 31026/4/2018 –Policy dated 25.02.2019 , issues the following guidelines for implementation of the provisions of Public procurement (Preference to Make in India )order (PPO),2017 as revised by DPIIT on 16.09.2020, with respect to public procurement of Good & Services in Pharmaceutical Formulation:-

**1. Local Content: '** Local content 'means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes ) minus the value of imported content in the item (including all customs duties )as a proportion of total value, in percent.

**2. Formulation: '**Formulation' , as defined in the Drugs (Price Control ) Order,2013,means, a medicine processed out of or containing one or more drugs with or without use of any pharmaceutical aids, for internal or external use for or in the diagnosis , treatment ,mitigation or prevention of disease and , but shall not include:

i. any medicine included in any bonafide Ayurvedic ( including Sidha ) or Unani (Tibb) systems of medicines;
ii. any medicine included in the homeopathic system of medicine ; and
iii. any substance to which the provisions of the Drugs and Cosmetics Act , 1940 (23 of 1940) do not apply **.**

**3.** In exercise of provision of Para 5 of Public Procurement ( preference to Make in India )Order,2017 revision dated 16.09.2020 of DPIIT, the minimum local content for Pharmaceutical Formulations are fixed as under :

i. **Class-I Local supplier** means a supplier or service provider , whose goods , services or works offered for procurement , has local content equal to or more than 80%.
ii. **Class-II Local supplier** means a supplier or service provider , whose goods , services or works offered for procurement , has local content more than 50% but less than 80%.
iii .**Non-Local supplier** means a supplier or service provider , whose goods , services or works offered for procurement , has local content less than or equal to 50%.

**4. Verification of Local Content :**

**a.** The Class-I Local supplier **' /**Class-II local Supplier ' at the time of tender ,bidding or solicitation shall be required to indicate percentage of local content and provide self –certification that the item offered meets the local content requirement for Class-I Local supplier'/ Class- II local Supplier' , as the case may be. They shall also give details of the location (s) at which the local addition is made.

**b.** In case of procurement for a value in excess of Rs 10 crores , the Class-I local Supplier'/ Class-II Local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies ) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies ) giving the percentage of local content .

**C.** The following Committee is being formed for independent verification of self declarations and auditor's/accountant's certificate on random basis and in the case of complaints –

1.Chairman-MD, Karnataka Antibiotics &Pharmaceuticals Limited.

2.Member-Representative from NIPER Ahmedabad
3. Member-Representative from NPPA
4. Member-Representative from the CDSCO
5. Member-joint Director (Pricing), D/o Pharmaceuticals.

**d.** In the case of reference of any complaint by the concerned bidder , there would be fee of Rs.2 lakh or 1% of the value of the Pharmaceutical formulations being procured (subject to a maximum of Rs .5 Lakh ), whichever is higher , to be paid by way of a Demand Draft to be deposited with the procuring entity , along with the complaint by the complainant .In case , the complaint is found to be incorrect ,the complaint fee shall be forfeited. In case , the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

**5.** These guidelines shall be applicable to all Central Sector Schemes /Centrally Sponsored Schemes for procurement made by States and local bodies if project or scheme is fully or partially funded by Government of India .

**6.** All other provisions of Public Procurement (preference to Make in India ) Order 2017 ,as revised by DPIIT on 16.09.2020 shall be applicable as such and shall be adhered to by all procuring agencies for procurement of any pharmaceutical formulation.

**7.** These guidelines shall remain applicable , until further orders , from the date of issuance.

**8.** These guidelines will supersede the guidelines issued earlier by DoP vide Order No 31026/4/2018-Policy dated 01.01.2019 ,Order No. 31026/4/2018-policy dated 14.01.2019 and O.M. No.31026/4/2018-Policy dated 25.02.2019

## 2.24.12 Concurrent application of Public procurement policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

In order to bring predictability both to the procuring entities as well as bidders ,following guidelines are being issued :.

### Guidelines

The class-I local suppliers under PPP-MII Order , participating in any government tender , may or may not be MSEs, as defined under the MSME Act .Similarly MSEs participating in government tender, may or may not be Class –I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference :

| Category | Terminology |
|---|---|
| Suppliers is both MSE, Class –I local supplier. | MSE, Class –I local suppliers " |
| Supplier is MSE but no Class-I local supplier. | MSE but non Class-I local supplier |
| Supplier is not MSE but is Class-I local supplier. | Non-MSE but Class-I local supplier. |
| Supplier is neither MSE not Class-I local | Non MSE non class-I local supplier. |

4- The applicability of PPP MSE order and PPP-MII order in various scenarios . involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE order and PPP-MII order respectively, shall be as under : -

a) Items covered under para 3(a) of PPP-MII order, 2017 for which Nodal ministry has notified sufficient local capacity and competition: For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/Non-local suppliers, are not eligible to bid Possible scenarios can be as under :

(i) L-1is MSE class –I local supplier" -100%of the tendered quantity is to be awarded to L-1.
(ii) L-1 is Non MSE but Class-I local supplier"- Purchase preference is given to MSEs as per PPP-MSE order. Balance quantity is to be awarded to the L-1 Bidder.

b) Items reserved exclusively for procurement from MSEs as per PPP-MSE order. These items are reserved exclusively for purchase from MSEs. Hence non-MSEs are not eligible to bid for these items. Possible scenarios can be as under :

(i) L-1 is MSE class-I local supplier – 100% of the tendered quantity is to be awarded to L-1.
(ii) L-1 is MSE non class-I local supplier"- Purchase preference is to be given to class-I local

supplier as per PPP-MII order. Balance quantity is to be awarded to L-1 bidder.

(c) If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:

C (a) Items covered under Para 3A(b) or PPP-MII order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under :

(i) L-1 is MSE class-I local supplier "-100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is Non MSE but class-I local supplier "- Purchase preference is to be given to MSEs , if eligible, as per PPP-MSE order. Balance quantity is to be awarded toL-1 bidder.

(iii) L-1 is MSE but non class-I local supplier"- Purchase preference is to be given to class-I local suppliers, if eligible, as per PPP-MII order. Balance quantity is to be awarded to L-1 bidder.

(iv) L-1 is Non MSE non class-I local supplier "- Purchase preference is to be given to MSEs as per PPP-MSE order. Thereafter purchase preference is to be given to class-I local suppliers for 50% of the tendered quantity minus quantity allotted to MSEs above as per PPP-MII order. For the balance quantity. Contract is to be awarded to L-1 bidder.(Kindly refer to the illustrative example in the annexure.)

C (b) Items covered under Para 3A(c) of PPP-MII order. 2017 are non divisible items and both MSEs as well as class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under :

(i) L-1 is " MSE class-I local supplier"- Contract is awarded to L-1

(ii) L-1 is not " MSE class-I local supplier" but the "MSE class-I local supplier" falls within 15% margin of purchase preference –Purchase preference is to be given to lowest quoting " MSE class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates the next higher "MSE class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on .

(iii) If conditions mentioned in sub para (i) and (ii) above are not met i.e. L-1 is neither "MSE class-I local supplier" nor "MSE class-I local supplier" is eligible to take benefit of purchase preference , the contract is to be awarded / purchase preference to be given in different possible scenarios as under :

(A) L-1 is MSE but non-class –I local supplier "or Non MSE but class-I local supplier"- Contract is to be awarded to L1.

(B) L1 is Non-MSE non Class-I local supplier "- First purchase preference to be given to MSE as per PPP-MSE order. If MSE not eligible/does not accept-purchase preference to be given to class-I local supplier as per PPP-MII order. If Class-I local supplier also not eligible/does not accept contract to be awarded to L-1.

d. Items reserved for both MSEs and class-I local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only MSE class-I local supplier are eligible to bid for these items. Non MSEs/Class-II local suppliers/Non local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

e. Non-Local suppliers, including MSEs filling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

**Example explaining applicability in scenario explained in para 4 c (a) (iv)**

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non –class –I local supplier")

**Item-** Desktop computer

**Qty-**50Nos.

**Details of bids received**

| Sr.No. | Name of bidder | Rates quoted | Price Ranking | Status of bidder |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| 1. | A | 100 | L1 | "Non-MSE non -class -I local supplier" |
| 2. | B | 110 | L2 | "Non-MSE but class -I local supplier" |
| 3. | C | **112** | L3 | "MSE but non -class -I local supplier" |
| 4. | D | **115** | L4 | "Non-MSE but class -I local supplier" |
| 5. | E | 118 | L5 | "MSE but non -class -I local supplier" |
| 6. | F | 120 | L6 | "MSE Class -I local supplier" |

1. In this case ,first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i. e.12.5 Nos. (rounded off to the next whole number say 13 Nos ). Accordingly ,invite L3 (bidder C) , whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e.Rs. 100/- for quantity of 13 Nos. bidder "E" and "F". although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos . on confirmation of reduction of price .
2. For 50% of balance quantity of 37 number (tendered quantity of 50-13 awarded to bidder C ; assuming bidder C has confirmed to accept L1 rates ). purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order Accordingly , bidder B will be invited to match L-1 price for 50% of Nos i.e. 18.5 (say 19 Nos of computers ). If bidder "B" does not accept the L1 price i.e. price of Rs.100/- per unit , next higher Class-I local supplier falling 20% margin of purchase preference,i.e.bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on .
3. For remaining quantity i.e.18 Nos (50-13-19) , the contract will be awarded to lowest quoting bidder i.e Bidder "A", who is L-1 in the example.

**Authority**;- Railway Board letter No.2020/RS(G)779/2 ( E 3319159 ) Dt. 03.07.2023.
Ministry of Finance Department of Expenditure No.F.1/4/2021-PPD
Dt. 18.05.2023.

## 2.25 Guidelines for Electronic Reverse Auction

### 2.25.1 Selection Criteria for tender cases of stores proposed through Reverse Auction (e-RA) Route:-

a) In the first phase following method of purchase through Reverse Auction shall be preferred method for procurement for Stores tenders valued more than Rs.5 Cr. in each case and for Works and Services for tenders valued more than Rs.50 Cr. in each case.
b) The process of procurement through Reverse Auction shall be followed only in case of tenders where there are at least three approved vendors or at least three proven/likely competitive sources, prima facie competent for execution of work/provision of service/bulk ordering.
c) Financial Bids in single currency/parameters only shall be allowed.

### 2.25.2 Procedure for award of contracts through Reverse Auction

a) The procedure discussed herein shall be fully implemented through IREPS. Any reference to Reverse Auction in these instructions shall imply e-RA.
b) Conduct and reporting of Reverse Auction shall be as per Annexure I to this letter.
c) Each tender should clearly specify essential technical and commercial parameters in a transparent manner. No deviation to such essential Technical & Commercial conditions shall be permitted to the vendors in the electronic bid form.

### 2.25.2.1 Technical Bid and Initial Price Offer:

a) In case Stores Tenders procuring authority shall decide the bid evaluation criteria in the tender itself, i.e. whether the evaluation shall be item wise, consignee wise or overall tender value wise.

b) Bidders shall be simultaneously required to electronically submit a Technical & Commercial Bid and Initial Price Offer, offers found eligible for bulk order shall be categorised as Qualified for Bulk Order for the purpose of RA and offers found eligible for Developmental order shall be categorised as Qualified for Developmental Order for the purpose of RA.

c) Offers not complying with essential technical & commercial requirements of the tender shall be declared as Ineligible for award of contract.

d) Technical & Commercial evaluation of bids shall be done by a Tender Committee, as per extant guidelines, delegation and the estimated value of tender. Recommendations of Tender Committee shall be considered by Tender Accepting Authority, as per existing guidelines.

e) Initial Price Offer of only those bidders categorised as Qualified for Award of Contract in case of Works and Services Tenders shall be opened and tabulated by system separately. In case of Stores tenders Initial Price Offer of only those bidders categorised as Qualified for Developmental Order or Qualified for Bulk Order, shall be opened and tabulated by system separately, category wise, Extant instruction for electronic tabulations shall apply for tabulation of Initial Price Offers.

**2.25.2.2 Financial Bid:**

Financial Bid shall comprise of Final Price Offer obtained through Reverse Auction. Following conditions and procedure shall be followed in selection of bidders for conduct of Reverse Auction:-

a. **Selection of vendors for Reverse Auction for award of Contract in Works and Services tenders and bulk ordering in Stores Tenders:-**

| Number of tenderers Qualified for Award of Contract/Bulk Order | Number of Tenders to be selected for Reverse Auction | Remarks |
|---|---|---|
| < 3 | Nil* | The bids disallowed from participating in the Reverse Auction shall be the highest bidder(s) in the tabulation of Initial Price Offer. In case the highest bidders quote the same rate, the Initial Price Offer received last, as per time log of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself. |
| 3 to 6 | 3 | |
| More than 6 | 50% of Vendor Qualified for Bulk Order/award of contract (rounded off to next higher integer) | |

**Note:**

**(i)** *If the number of tenderers qualified for Bulk Order/Award of Contract in less than three, RA shall not be done and tender may be decided on the basis of Initial Price Offer(s).

**(ii)** In case of Stores Tender , Selection of vender for Reverse Auction for developmental ordering:

1 Offers Qualified for Development Order ,with initial price offer lower than the highest initial price offer of a vendor Qualified for Bulk Order and selected for Reverse Auction after elimination, shall be allowed to participate in RA.

2 However , for the items where it is considered essential to also consider the offers for placement of developmental order from vendors categorized as Qualified for Development Order , whose received rates are higher than the rate applicable for offers categorized as Qualified for Bulk Order (ref para 2.1 (b) (ii) of Board's letter dated 28.03.2018 (under ref (i) above), all bids categorized as Qualified for Developmental Order shall be allowed to participate in Reverse Auction.

Suitable clause for applicability of one out of these two options for participation/elimination of venders qualified for Development Order shall be mentioned in the tender.

Note- In case applicable para is not specified in tender para (i) shall be applicable.

**(iii) MSE Criteria (Not applicable for Works):** All MSEs (Micro & Small Enterprises) found Qualified for Bulk/Development Order/Award of Contract but could not be selected for Reverse Auction as per criteria stipulated in **Para 2.25.2.2 a and Para 2.25.2.2 a Note (ii)** above, but are within the range of 15% of lowest Initial Price Offer of the bidders qualified for bulk order shall be permitted to participate in the Reverse Auction, irrespective of their inter-se ranking on the basis of Initial Price Offer. Such MSEs shall be over and above the number of vendors selected for Reverse Auction, as per **Para 2.25.2.2 a and Para 2.25.2.2 a Note (ii)** above. In case of Stores Tenders, lowest initial price bid shall mean lowest initial price bid of vendor qualified for bulk order. However, in case all the bidders qualifying for bulk as well as for developmental order (before applying elimination criteria) are within MSE category, this clause shall not apply.**( As per Rly Bd's L/No. RS(M)/2011/EPS/01 Pt. dated 18-10-2019).**

**(iv) Make in India Criteria:** All bidders eligible for benefits under Public Procurement (Preference to Make in India) Order-2017, found Qualified for Bulk / Developmental Order/Award of Contract and are within the specified range of price preference, under the Make in India Policy, of lowest Initial Price offer of the vendor qualified for bulk order shall be permitted to participate in the Reverse Auction, irrespective of their inter-se ranking on the basis of Initial Price offer. Such bidders shall be over and above the number of vendors selected for Reverse Auction, as per **Para 2.25.2.2 a and Para 2.25.2.2 a Note (ii)** above. However, if all the bids qualified for bulk order as well as for developmental order (before applying elimination criteria) also qualifiy under "Make in India Order,-2017" criteria, this clause shall not apply.**( As per Rly Bd's L/No. RS(M)/2011/EPS/01 Pt. dated 18-10-2019).**

b. During Reverse Auction process, bidders shall not be allowed to bid a rate higher than the lowest Initial Price Offer.

**2.25.2.3** (i) Reverse Auction among bids categorised as Qualified for award of contract in case of Works and Services Tenders shall be conducted on IREPS/Suitable Platform. Bidders shall be able to see the auction screens.

(ii) Reverse Auction among bidders categorised as Qualified for Developmental Order and Qualified for Bulk Order shall be conducted concurrently on IREPS/Suitable Platform in Stores tenders. Qualified Bidders shall be able to see both the auction screens i.e. auction screen of Reverse Auction amongst bidders qualified for bulk order and auction screen of Reverse Auction amongst bidders qualified for developmental order.. However, bidders shall only be permitted to bid on the respective screens relevant to them as per their qualification. Purchaser shall not be permitted to see any of the auction screens. Purchaser should only be initiated on website about the status of Reverse Auction, i.e. when the auction will start/ had started, whether the auction is live or whether the auction has closed.**( As per Rly Bd's L/No. RS(M)/2011/EPS/01 Pt. dated 18-10-2019).**

**2.25.2.4** In case of Stores Tenders, quantity to be covered on developmental orders shall be limited to 20% of net procurable quantity. Developmental Orders shall be placed in terms of Railway Board Letter No. 99/RS(G)/709/1/Pt. Dated 13.01.2015. (http://www.indianrailways.gov.in/railwayboard/uploads/directorate/stores/downloads/circular/2015/Development_130115.pdf )

The quantity covered on developmental orders may be within or outside NPQ, which may be decided by TC/TAA, before conduct of Reverse Auction.

**2.25.2.5** After obtaining the final price offers through Reverse Auction, the lowest bid of only those bidders who had participated in the Reverse Auction shall be considered for ordering. The offers of bidders which were eliminated from Reverse Auction in the terms of **Para 2.25.2.2** shall be tabulated separately and shall not be considered for any ordering. All the relevant policies of Government of India at the relevant time shall be applicable. **( As per Rly Bd's L/No. RS(M)/2011/EPS/01 Pt. dated 18-10-2019)**

**2.25.2.6** The level of Tender Committee to consider the Final Price Offers shall be determined on the basis of lowest Initial Price Offer of bid Qualified for award of contract in case of Works and services tenders and qualified for Bulk Order in case of Stores tenders, as opened prior to Reverse Auction. In case the level of Tender Committee which evaluated technical & commercial bids as per Para 2.1(d) was higher than the level of TC competent to consider lowest Initial Price Offer on bid Qualified for award of contract/Bulk Order, the higher level TC shall continue to finalize such tender cases.

**2.25.3 Other Instructions :**

**a)** Two Packet Single Stage System of tendering may normally be followed for Stores tenders Through e-R.A. Tenders above Rs 5 crore provided there are at least three approved vendors or at least three proven/likely competitive sources, prima facie competent for execution of contract.

**b)** MSME Criteria of considering offers from MSEs quoting within L-1 + 15% for 25% of NPQ is to be followed for all Gods and Services Tenders. The sub-target for procurement from MSEs owned by SC/ST shall remain at 4% and for MSEs owned by women the sub-target shall be 3%, out of the total 25%.

**c)** Make in India Preference order is to be followed for all Goods, Services and Works tenders wherever applicable as per guidelines/ Copies RB letter No. 2015/RS(G)/779/5 dt. 27.12.2017. (http://www.indianrailways.gov.in/railwayboard/uploads/directorate/stores/downloads/circular/2017/Public_Procurement_Order_Make_in_India.pdf )

iii) Deleted

**2.25.4 Procedure for Conduct and Reporting of R.A. :**

**1.** The tendering authority shall solicit bids through an invitation to the electronic Reverse Auction to be published or communicated in accordance with the provisions similar to e-procurement.

2. Convener of the tender committee shall fix the following, on case to case basis, depending upon the nature of item/work/service and complexity of case on hand. **These shall be indicated in the tender for e-RA itself.**

a. Initial e-RA period: This shall be the initial time interval for e-RA, e-RA shall be opened for this duration.

b. Auto extension period: In case any offer is received in the time period equal to auto extension period before close of initial e-RA period, the e-RA shall be extended for time equal to auto extension period from the time of last bid. There shall be no upper limit on number of auto extensions. Where no offer is received in the last auto extension period, e-RA shall close.

c. Minimum decrement in percentage of value of the last successful bid.

3. Date and time for start of e-RA shall be communicated to qualified tenderers by the convener after evaluation of the Technical Bids.

4. After submission of Initial Price Bid, tenderers will not be allowed to revise the taxes and other levies.
5. During auction period, identities of the participating tenderers will be kept hidden.
6. Minimum admissible bid value will be last bid value minus minimum decrement as specified by the tendering authority before starting of reverse auction. Starting point for reverse auction shall be the lowest Initial Price Bid of the tenderer eligible for award of contract.
7. After close of RA, tabulation of last (minimum) bids received from the tenderers will be generated and made visible to Railways and participating tenderers.
8. Railway users can also view the bidding history in chronological order.

9. Bidders not be allowed to withdraw their last offer.

10. L-1 will be defined as the lowest bid obtained after the closure of R.A. session for Goods, Works and Services tenders.

2.25.5 On submission of final price offers through Reverse Auction, it shall be construed that the tenderer has revalidated the original validity of the offer for further ninety (90) days from the date of e-RA.

**2.26 Handling of rejection of pre-inspected item and warranty rejections** :

**1.** As per CVC guidelines, following steps are required to streamline the existing procedure to deal with handling of rejection in pre-inspected items and warranty rejections.

1.1 Two kinds of rejection occur in case of pre-inspected supplies made by vendors.

A. Pre-inspected material rejected by consignee at the time of receipt
B. Material rejected in warranty.

The methodology of handling these rejections are dealt with below:

A. Pre-inspected material rejected by consignee at the time of receipt

(i) In case of rejection of pre-inspected goods at consignee end, the material rejection advice/memo should be sent by consignee to all concerned i.e. firm, purchaser, pre-inspecting agency, paying authority as per the contract etc. without fail.

(ii) *Financial recovery*: In case payment has been made to the firm for the material, the concerned paying authority as per contract should note the rejection advice details in its recovery register for effecting recovery of payments made, as the case may be.

(iii) joint inspection of rejected material will be held with pre-inspecting agency and the firm. In case of failure of either of the two parties to associate with joint inspection, the joint inspection should be held by the consignee with whichever of the two parties comes for joint inspection. Irrespective of whether the party(ies) attend joint inspection or not, the modality of joint inspection etc will have to be completed within 21 days of communication of rejection advices to the supplier (in line with IRS Conditions of Contract clause 703). For imported material, the time limit will be 45 days.

(iv) Firm may be permitted to collect the rejected goods only after joint inspection( in case it is pre-inspected) and the firm has also deposited the payments already made by Railway (if any) to the firm or equivalent amount has been recovered for this purpose.

(v) In case of replacement supply against the rejected goods, the same should be pre-inspected by same pre-inspecting agency who passed the material earlier. In line with IRS conditions of Contract clause 703, no inspection charge will be paid by Railway to the inspection agency for the replacement supply.

(vi) However, in case of component level rejection in an pre-inspected item (which is an assembly) the replacement supply of that component can be accepted based on firm's internal inspection certificate/guarantee certificate and final inspection by consignee.

**B. Deleted**

**C. Digitization of Warranty Management System :-**

Handling of Warranty Rejections will be dealt as per Railway Board Letter No. 2022/RS(G)/779/7 DATED 17.10.2022 which is attached as Annexure 5.13

**2.27 Deleted**

**2.28 Mode of payment through Letter of Credit (LC)**

North Eastern Railway has introduced an additional mode of payment through Letter of Credit (LC) for all tenders invited for supplies (including all service and maintenance contracts) having estimated value of Rs 10 lakhs and above. The bidder, at the time of bidding itself, shall exercise an option, in favour of taking payment due against the said tender, through LC arrangement. The option so exercised, shall be an integral part of the bidder's offer.
In case the bidder opts for payment through LC, the instructions for tenderers for LC mode of payment would be as per para 2.28.1 below-

**2.28.1** Scheme of Letter of Credit for Domestic Supplies (including all service and maintenance contracts) tenders would be as under:

**a.** All Tenders invited by North Eastern Railway, having estimated value of Rs 10 lakhs and above, shall have an option for the supplier/contractor to take payment from Railways through a letter of credit (LC) arrangement.

**b.** The LC will be a sight LC.

**c.** The bidder, at the time of bidding itself, shall exercise an option, in favour of taking payment due against the said tender, through LC arrangement. The option so exercised, shall be an integral part of the bidder's offer.

**d.** Option once exercised shall be final and no change shall be permitted, thereafter, during execution of contract.

**e.** The incidental cost @ **0.023%** of LC value, towards issue of LC and operation thereof shall be borne by the supplier/contractor and shall be recovered from their bills.**( As per Rly Bd's L/No. 2019/AC-II/9/17 dated 30-01-2020)**

**f.** State Bank of India through its branches shall be the Banker for Railways for opening domestic letters of credit for ensuing year. The arrangement would cover all such contracts finalized against tender issued during the said period and shall extend till final execution of these contracts.

**g.** The schedule of payment liability arising in the contract shall be established by the Railways based on the prescribed delivery schedule/stages of supply.

**h.** The acceptable, agreed upon document for payments to be released under the LC so opened, shall be a Document of Authorization.

**i.** The supplier/ contractor shall submit their bills for completed supply to the bill processing authority mentioned in supply/ contract agreement to issue Document of Authorization to enable supplier/ contractor to claim the authorized amount from their Banker.

**j.** Accounts Officer responsible for passing the claim will issue the Document of Authorization.

**k.** The supplier/ contractor shall take print out of the Document of Authorization available on IREPS portal and present his claim to his banker (advising bank) for necessary payments as per LC terms and condition. The claim shall comprise LC Document of Authorization, Bill of Exchange and Invoice.

**l.** The bank shall also recover any amount as may be advised by railway against the contractor/ supplier.

**m.** The Contractor/Vendor shall indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor/Vendor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by Contractor/Vendor.

**2.29 . Force Majeure Clause:**

**2.29.1** If at any time during the continuance of the contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice in writing of happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reasons 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 the delay in performance, and deliveries 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 Purchaser as to whether the deliveries have been so

resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the purchaser shall be at liberty to take over from the Contractor at a price to be fixed by Purchaser, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the Contractor at the time of such termination or such portion thereof as the Purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the Purchaser elect to retain.

**2.29.2** Force Majeure Clause will not be used by any party to effectively escape liability for bad performance and Contractor shall seek all reasonable alternative means for performance not prevented by Force majeure events. There may be a Force Majeure situation affecting the Railway Organization and in such a situation, Force Majeure Clause shall be available and applicable to the Railway also and Purchaser shall be entitled to cancel the contract.

**2.30. Special Conditions related to Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 in compliance to Rly Bd's L/No. 2020/RS(G)/779/2 dated 06-08-2020 and O.M. F.No.6/18/2019-PPD dated 23.07.2020 & F.No.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division of Department of Expenditure under Ministry of Finance.**

**2.30.1 Requirement of registration:**

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure- 5.9**

**2.30.2 Definitions:**

**i)** **"**Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

**ii)** . "Bidder from a country which shares a land border with India" for the purpose of this Order means

a) An entity incorporated, established or registered in such a country; or
b) A subsidiary of an entity incorporated, established or registered in such a country; or
c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
d) An entity whose beneficial owner is situated in such a country; or
e) An Indian (or other agent of such an entity; or
f) A natural person who is a citizen of such a country; or
g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

**2.30.3**. **"Beneficial owner"** for the purpose of paragraph 8 above will be as under:

**(i)** In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

**Explanation:-**

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

**(ii)** In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

**(iii)** In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

**(iv)** Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

**(v)** In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**2.30.4.** **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

**2.30.5.Sub-contracting in works contracts :**The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**2.30.6.** **Certificate regarding compliance :**Bidder*must* submit a certificate as per **Annexure- 5.10** along with the bid for a compliance of Public Procurement Division, Department of Expenditure, Ministry of Finance Order dated 23-07-2020. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Non- submission of Certificate may lead to summarily rejection of offer.

**2.30.7.Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

2.30.8 Notwithstanding anything contained therein, it is hereby clarified that the above provisions will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

2.30.9 The above provisions shall also not apply to special cases mentioned in under **Annex 5.11**

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## Section 3
## Special Conditions of Tenders for Imported Items

**3. Imported Items:**

NER Invites OEMs or the Overseas Manufacturers to quote directly, without intersession of an agent, against NER's tender enquiries and, therefore, they are advised to quote directly. However, past experience shows that offers in respect of Imported items fall within one of the following: -

a) Overseas OEM/Manufacturer quoting against NER's tender
b) Overseas OEM/Manufacturer quoting directly against NER's tender involving Indian Agent.
c) An Indian Agent quoting in Indian Rupees (INR) on behalf of their foreign principals or OEM/Manufacturer.

**3.1. Overseas OEM/Manufacturer quoting against NER's tender:** Overseas OEM/Manufacturerquoting against NER's tender have to comply with the tender conditions contained in the Bid Documents.

**3.2. Overseas OEM/Manufacturer quoting directly against NER's tender involving Indian Agent:**
Where an overseas OEM/Manufacturer quotes directly involving an Indian Agent, following provisions must be adhered to: -

**3.2.1 An 'Agency Agreement' between them and their agent should be submitted along with their offer, which is mandatory, and non submission of the same shall cause summary rejection of the offer**. Therefore it is advised that the overseas OEMs or principals ensure existence of a legallytenable 'Agency Agreement' before the offer is submitted for consideration and the same is submitted.

**3.2.2.** The 'Agency Agreement' should, inter-alia contain the following: -

a) The precise relationship between the foreign manufacturer or the principals and their Indian Agents;
b) The mutual interest which the manufacturer/principal and the Indian Agents have in the business of each other,
c) Any payment which the Agent receives in India or abroad from the manufacturer/Principal whether as a commission for the contract or as a general retainer fee,
d) All services to be rendered by the Agent whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same,
e) Indian Agent's Income-Tax Permanent Account number.

**3.2.3.** Tenderer are to note that in case any of the requirements in the above para is/are not included in the Agency agreement between the Agent and the Principal, the same should be separately indicated.

**3.2.4.** The foreign bidder shall disclose Amount of commission and/or remuneration included in the quoted price(s) for such agent/representative in India.

**3.2.5.** The foreign bidder should confirm to agree that the commission or remuneration or payment of any amount on any other ground or in any other name, included in the quoted price(s) and payable to their Indian Agent shall be paid by NER in India in equivalent, Non-convertible Indian Rupees, after satisfactory execution of the contact.

**3.3. An Indian Agent quoting in Indian Rupees (INR) on behalf of their Foreign principals or OEM/Manufacturer:** Where an Indian Agent submits offer for imported goods, in Indian Rupees(INR) on behalf of their foreign principals or OEM/Manufacturer, the following conditions shall be fulfilled: -

**3.3.1.** Indian agent should submit 'Pro-forma Invoice' from their foreign principals along with their offer.

**3.3.2.** Submission of an 'Agency Agreement' along with their offer is mandatory and non submission of the same shall render the offer to be summarily rejected. Therefore it is advised that the overseas OEM or principal ensure existence of a legally tenable

Agency Agreement before the offer is submitted for consideration and the same is submitted in due time.

**3.3.3.** The 'Agency Agreement' should, inter-alia contain the following: -

a) The precise relationship between the foreign manufacturer or principals and their Indian Agents,
b) The mutual interest which the manufacturer/principal and the Indian Agents have in the business of each other,
c) Any payment which the Agent receives in India or abroad from the manufacturer/Principal whether as a commission for the contract or as a general retainer fee,
d) All services to be rendered by the Agent whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same,
e) Indian Agent's Income-Tax Permanent Account number.

**3.3.4.** Tenderer are to note that in case any of the requirements in the above para is/are not included in the Agency agreement between the Agent and the Principal, the same should be separately indicated.

**3.4.** In a tender, either the Indian agent on behalf the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

**3.5.** If an agent submits bid on behalf of the Principal OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

**3.6.** The agent is official representative of Manufacturer/Principal/Bidder. Accordingly Manufacturer/ Principal/Bidder shall be fully responsible for the conduct of their appointed agent. This may please be noted.

**3.7.** The Indian agent will be required to submit a certificate, along with their Agency Commission Bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent strictly to render services to the foreign principal, in terms of Agency Agreement. The purchaser or their authorized agencies and/or any other authority of Government of India shall have rights to examine the books of the Indian Agent and defect or misrepresentation in respect of the afore indicated confirmation coming to light during such examinations will make the foreign principal (i.e. the contractor) and their Indian Agent liable to be banned/suspended from having business dealings with Indian Railways, following laid down procedure of such banning/suspension of business dealings.

**3.8.** The amount of agency commission payable to the Indian agent will not be more than what isspecified in the Agency agreement between the tenderer (i.e the foreign principal) and the Indian agent. A certified photocopy of the Agency commission agreement must be submitted along with the offer.

**3.9.** The Indian agent will be required to submit a certificate, along with their Agency Commission Bill,confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent strictly to render services to the foreign principal, i.e. M/s… (i.e. the contractor) in terms of agency agreement. The purchaser or their authorized agencies and/or any other authority of Government of India shall have rights to examine the books of the Indian Agent and defect or misrepresentation in respect of the afore indicated confirmation coming to light during such examinations will make the foreign principal (i.e. the contractor ) and their Indian Agent liable to be banned/suspended from having business dealings with Indian Railways, following laid down procedure of such banning/suspension of business dealings. (ref No.89/RS(G)/779/6 dt 22.1.09)

**3.10** The tenderers are advised to fill the check sheet included as annexure 5.5 with the section 5 of the tender documents.

**3.11** OEMs or their Indian agent(s), as the case may be, will also furnish import documents including the bill of Entry or bill of lading alongwith supplies, Suppliers must note that any figure e.g rate of import (invoice value), freight, insurance or any tax etc. should not be made illegible.

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## Section 4

## Special Conditions of Tenders for Machinery & Plants Items

**4. Technical Compliance:**

The tenderers should give para-wise comments on the technical specification to indicate whether the equipment offered fully meets the tender specifications. The offer should be accompanied with complete details of technical parameters.

**4.1. Authorisation Letter:**

In case the tenderer is an agent of the manufacturer, he should clearly indicate the same and also enclose current and valid authorization certificate from the manufacturer to this effect and also mention the place where the equipment will be offered for pre-inspection before dispatch.

**4.2. Validity:**

The offer should be kept valid for 150 days from the date of opening of the tender.

**4.3. After Sales Service:**

The tenderers should confirm that they will render quick after sales service during the warranty period of the machine and advise details of their after sales net-work/office which will render the said service.

**4.4. Annual Maintenance Contract (AMC):**

4.4.1. Tenderers are required to quote Comprehensive Annual Maintenance Charges (CAMC)/AMC for each year for the number of years specified in the tender schedule, separately for the proper upkeep and maintenance of the tendered equipment after expiry of warranty period. Railways reserve the right for entering into Comprehensive Annual Maintenance Contract (CAMC)/AMC separately on the basis of rates quoted by the firm in their tender against CAMC/AMC charges quoted for each year for the specified number of years.

**4.4.2.** Deleted..

**4.4.3.** Tenderers are required to mention such AMC schedule of such Annual periodic maintenance along with offers giving the charges for AMC maintenance schedule and other details of items to be used in such preventive maintenance. The terms & conditions of AMC must clearly specify the maximum down time and maximum response time.

**4.4.4.** (i) Tenderers shall quote Comprehensive Annual Maintenance Charges (CAMC)/AMC for each year separately for the number of years specified in the tender schedule along-with the cost of items to be used in preventive maintenance schedule as payable to supplier. **The CAMC/AMC prices for each year will be firm**. In order to equitably compare different CAMC/AMC charges for different years, the concept of NPV (Net Present Value) would be used at a predetermined rate of discounting to bring the CAMC/AMC charges at the same footing in the assessment of FOR destination price.

ii) **The Net Present Value (NPV) based on quoted** Comprehensive **Annual Maintenance Charges (CAMC)/AMC for** the specified number of years **would be included in the FOR destination price quoted for M&P Item for the purpose of comparative evaluation of offer.** The Net Present Value (NPV) of CAMC/AMC for the specified number of years would be calculated by IREPS portal based on pre-determined rate of discounting and **ranking of bidder shall be decided by IREPS portal accordingly and no dispute in this regard can be made by the bidder.**

iii) The number of years for quoting Comprehensive Annual Maintenance Charges (CAMC)/AMC and pre-determined rate of discounting are specified in the tender schedule.

**iv) If any bidder does not quote** Comprehensive Annual Maintenance Charges (CAMC)/AMC separately for each year for the number of **years specified in the tender schedule or quote CAMC/AMC for less than specified number of years, such incomplete offers will be summarily rejected.**

4.4.4 **(a) Formula for Net Present Value (NPV)**

NPV = CAMC ÷ (1+ R)^T or NPV = CAMC divided by (1+R) to the power T
Where NPV = Net Present Value of CAMC
CAMC = Comprehensive Annual Maintenance Charges quoted by the bidder for T th year.
R = Rate of discounting in decimal (for example if rate of discounting is 10%, R is 0.10)
T = time in years (T will vary from 1 to **specified number of years** for required Comprehensive Annual Maintenance Contract). CAMC/AMC

**4.4.5.** Tenderers are required to quote the cost of essential spares and service charges for each items of work of repair of M&P outside preventive maintenance contact. These charges will not be included in the price of M&P for the purpose of comparative evaluation of offers.

**4.4.6.** Tenderers who are OEM, must give undertaking for supply of spare parts for a period of expected life of the machine/equipment. Other tenderers must submit undertaking from OEM for supply of spare parts for a period of expected life of the machine/equipment.

**4.5. Commissioning & Proving Out Test:**

**4.5.1.** The contractor shall arrange commissioning of the equipment at the consignee's premises. The tenderers shall carry out necessary proving test to demonstrate the performance of equipment, after its successful commissioning, to the entire satisfaction of the consignee.

**4.5.2.** The Contractor or his agents shall commission the machine within stipulated time as shown in the contract. This time frame will be applicable from the date of intimation from the consignee in respect of readiness of the machine for commissioning in cases where the machine is to be installed by the consignee. The time schedule includes the time for installation in cases where installation is also to be undertaken by the contractor.

**4.5.3.** The time allowed for commissioning of machine shall be deemed to be the essence of the contract. In case of delay in commissioning of the machine on the Part of the contractor, the purchaser shall be entitled to recover from the Contractor shall be liable to pay liquidated damages at the rate of 2% of the total contract value for each month or part thereof for which commissioning is delayed, provided the amount of liquidated damages under the provision of this clause shall not exceed 10% of the total contract value. Failure to install/commission the machine within stipulated time after intimation from the consignee will be taken as breach of contract and purchaser will be at liberty to forfeit the Security Money furnished by the supplier without any prejudice to other rights under the contract.

**4.5.4.** Continuance of commissioning work after expiry of stipulated time will also constitute default for the purpose of the above. The decision of the Purchaser, whether the delay in commissioning attributable to the Contractor, shall be final.

**4.6. Training:**

The contractor during commissioning of the equipment will also train Railway staff in operation and maintenance of equipment supplied.

**4.7. Maintenance Manual & Spares Parts:**

Contractor is required to supply 2 copies of operation and maintenance manual and lists of Spare Parts along with the equipment.

**4.8. Warranty:**

**4.8.1.** The contractor shall warrant that the equipment supplied shall be free from defects on materials & workmanship. Manufacturing quality should be of the highest grade consistent with the established and generally accepted standard and in full conformity with the tender specifications.

**4.8.2.** Unless otherwise mentioned in the specification, the equipment offered should be warranted against defective design, material, workmanship etc. for a period of 30 months from the date of delivery at ultimate destination or 24 months from the date of commissioning and proving test at destination, wherever, the contract stipulates, or from the date of placement in service whichever is earlier provided defects and/or claims are notified to Contractor within 2/3 months of such date.

(a) The Contractor shall, if required, replace or repair the equipment or such portion thereof as is found defective by the Purchaser, free of cost at the ultimate destination or at the option of the purchaser, the Contractor shall pay to the Purchaser value thereof at the contract price and such other expenditure and damages as may arise by reason of the breach of the condition herein specified.
(b) The decision of the Purchaser in regard to Contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.
(c) Warranty clause is also applicable for spare parts/assemblies.

**4.9. Payment Terms:**

**4.9.1.** **For orders valued upto Rs. 5 lakh** - 100% payment will be made after inspection andreceipt/installation and acceptance of equipment by the consignee.

**4.9.2. For orders valued above Rs. 5 lakh**

I) For general purpose machines

a) 90% payment of net value of equipment with Packing & Forwarding charges, Optional Accessories Spares & Consumable but excluding Agency Commission (if any), Training and installation and commissioning charges will be made on receipt of the material duly pre-inspected and receipted at site by the consignee in good condition.

b) Balance payment will be made on furnishing a Bank Guarantee for an amount equal to 10% of the contract value, fully indemnifying the Purchaser against all losses incur red by the Purchaser against all losses incurred by the Purchaser during the guarantee period stipulated in the Warranty Clause within 30 days of the receipt of Bill after successful completion of proving test in which the machine performance would have been demonstrated by the supplier or his agent after its commissioning at the Consignee's premises. Where, however, the installation and commissioning of the machine is delayed or put off beyond 90 days of the receipt of the goods at the ultimate destination due to express written instructions of the Purchaser/Consignee, the balance 10% payment shall be released to the supplier on his furnishing the necessary Bank Guarantee.

II) For special purpose machines being procured for the first time or for other developmental/ trial order the payment term will be 80% on completion of performance trials at the firm's premises and receipt of machine at consignee's end in good condition, 10% on successful commissioning of machine at the consignee's premises and balance 10% on successful completion of the warranty period. For procurement of such M&P item for production units, a representative of the concerned production unit will also be included as a joint inspection authority.

Office of the
Principal Chief Materials Manager
NORTH EASTERN RAILWAY, GORAKHPUR

## Section 5 (Annexures)

### Annexure 5.1

**Proforma for Equipment, Staff Employed & Quality Control Measures**

Tender No. _____Date of Closing _____Time _____Hrs

1. Name & Full address of the firm:
2. Telephone/ Fax No. Office/ Factory/ Works
3. Location of the Factory/ Works
4. Location of the Factory/ Works
5. Details of Industrial licence, wherever required as per statutory regulations
6. Details of Plant & machinery erected and functioning in each department (monograph & description pamphlets be supplied, if available)
7. Details of the process of manufacture in the factory in brief
8. Details of stocks of raw material held
9. Production capacity of the item(s) quoted for, with the existing plant & machinery

9.1. Normal

9.2. Maximum

10. Details of arrangement for quality control of products such as laboratory testing equipments etc.
11. Details of staff

11.1. Details of technical supervisory staff-in-charge of production & quality control

11.2. Skilled labour employed

12. Maximum number of workers (skilled & Unskilled) employed on any day during the 18 months preceding the date of application
13. Are you registered with the Directorate General of Supplies & Disposal, New Delhi, India or any of the Zonal Railways/ Production units? If so, furnish particulars of registration, period of currency, etc.
14. Are you a small scale unit registered with the NSIC, India? If so, furnish particulars of registration, period of currency, etc.
15. Is your unit an ISO certified unit? If so, furnish particulars of registration, period of currency, etc.

**Date:** **Signature & Seal**
**Place:** **of the Bidder**

## Annexure 5.2

## Model Form of Bank Guarantee Bond For Submission of "Security Deposit"

To:
The President of India
Acting through Principal Financial Adviser,
NORTH EASTERN RAILWAY, GORAKHPUR

**GUARANTEE BOND**

In consideration of the President of India (hereinafter called "the Government") having agreed to exempt _____ (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement"), of security deposit for due fulfilment by the said Contractor(s) of the terms and
conditions contained in the said Agreement on production of a bank Guarantee for Rs _____ (Rupees _____ only) we (Indicate the name of the bank) (Hereinafter referred to as "the Bank") at the request of _____ contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. ---------- against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.

2. We (Indicate the name of the bank) do here by undertake to pay the amounts due and _____
payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs ._____

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any Court or tribunal relating thereto our liability under this present being absolute and unequivocal.
The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.

4.We _____ (Indicate the name of the bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (Office/Department) Ministry of_____ certifies that the terms and conditions of the said Agreement has been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this Guarantee thereafter.

5. We _____ (indicate the name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).

7. We (Indicate the name of bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Date the _____ day of _____ 20__

For _____ (Indicate the name of Bank)

## Annexure 5.3

## Proforma for Warranty /Guarantee Bond

To
THE PRESIDENT OF INDIA
Acting through Principal chief Material Manager,
NORTH EASTERN RAILWAY,
GORAKHPUR

Sub: Guarantee No _____ for _____ (Amount) Covering Machine(s) Serial No _____ supplied to (Consignee/s) _____ Ref: Contract No _____ dated _____ _____ Placedon M/ s _____

1. WHEREAS M/s _____ one of our constituents, hereinafter called the "Sellers" have agreed to sell toyou (hereinafter referred to asthe"Government") _____ Nos. of _____ (give description) as per contract No _____ dated _____ (hereinafter called"the said contract").

2. AND WHEREAS according to the terms of said contract, it has been stipulated that payment of 10 per cent of the value of the stores would be made, provided that the Sellers furnish to the Purchaser a Bank Guarantee from a recognised Bank, acceptable to the Purchaser for 10 per cent of the value of the said contract, valid for a period covering in full the Guarantee Period as per the Warranty clause of the said conditions of the contract, being the conditions attached to and forming part of the said contract.

3. AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing 10 per cent of the value of the contract which you have agreed to accept.

4. That in consideration of the promises and at the request, of the said Sellers, we hereby irrevocably undertake and guarantee to pay to the Government of India or at such other place as may be determined by you forthwith on

demand and without any demur, any sum upto a maximum amount of (Rs. _____) representing10 per _____

cent of the value of the Stores despatched under the said contract in case the Sellers make default in paying the said sum or make any default in the performance observance or discharge of the guarantee contained in the said contract.

5. We agree that the decision of the Government whether any default has occurred or has been committed by the Sellers in the performance, observance or discharge of the guarantee aforesaid shall be, conclusive and binding on us.

6. Government shall be at liberty, from time-to-time, to grant or allow extension of time or give other indulgence to the said Sellers or to modify the terms and conditions of the contract with the said Sellers without affecting or impairing this guarantee or our liability hereunder.

7. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Sellers in any suit or proceeding pending before any Court or Tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge to our liability for payment thereunder and the Sellers shall have no claim against us for making such payment.

8. This Bank guarantee comes in to force when the balance ten percent of the value of the stores shipped per Vessel _____ vide Bill of Lading No. _____ dated _____ (in the case of Import contracts) or R/ R No. _____ dated _____ (in the case of indigenous contracts) under the said contract, has been paid and will remain in full force and effect up to _____ i.e. for _____ months counted from the _____

date of placing the stores in services, and shall continue to be enforceable for further six months i e. upto (date), hereinafter called the said date.

9. This guarantee will not be discharged due to the change in the constitution of the Bank or the Sellers.

10. That no claim under this guarantee shall be entertained by us unless the same has been preferred by the Government within the said date.

**Date:** _____
**Place:** _____

Signature _____

Printed Name _____

(Banks common Seal)

**Witness**

**Signature** _____

**Name** _____

**Address** _____
_____

## Annexure 5.4

**Electronic Clearing Service (Credit Clearing) Model Mandate Form**

1) Investor / customer's name :

2) Particulars of Bank Account :

A. Name of bank :

B. Name of branch :

Address :

Telephone No. :

C. 9-Digit code number of the bank and branch :

D. Type of account (SB, Current, or Cash Credit) with code (10/11/13)

E. Ledger and Ledger Folio Number :

F. Account number (as appearing on the cheque book) :

(In lieu of bank certificate to be obtained as under, please attach a blank cancelled cheque or photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above bank particulars)

3) Date of effect :

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

_____
Signature of Investor / Customer
Date:

Certified that the particulars furnished above are correct as per our records.
Bank's Stamp

**Section 5** Annexures

## Annexure 5.5

**Check List**

| | | |
|---|---|---|
| (i) | Have you submitted the authorization letter authorizing your agent to quote on this tender? | Yes/No |
| (ii) | Have you indicated the complete name and address of the agents and details of the services to be rendered by the agents? | Yes/No |
| (iii) | Is the agent going to render after sale service? | Yes/No |
| (iv) | In case the answer to (iii) is yes, confirm that the agent has necessary infrastructure and competent staff to render the same | Yes/No |
| (v) | Have you submitted a copy to your agreement with your Indian agent? | Yes/No |
| (vi) | Manufacturer or their sole selling agents may note that an agent can represent only one firm in a tender and any manufacturer cannot submit two offers against a tender through different sole selling agents or one directly and one through sole selling agent. In such a situation both the offers will be rejected. | Noted |
| (vii) | Have you indicated your Indian Agent's Income Tax Permanent Account Number? | Yes/No |
| (viii) | Are you aware that any payment against the contract, if placed, to your Indian agent directly by you in currency other than in Indian rupees is against the Indian Laws ? | Yes/No |
| (ix) | Are you aware that failure to disclose the full amount of remuneration/ agency commission payable to your Indian agent shall render the contract void? | Yes/No |
| (x) | Mode of payment through Letter of Credit (LC) | Yes/No |

**ANNEXURE-5.6**

**PROFORMA FOR AUTHORITY FROM MANUFACTURERS**

NO..... DATED.....

TO.

THE PRESIDENT OF INDIA,
Acting through the PCMM,
North Eastern Railway
Gorakhpur- 273012

Dear Sir,

Subject:- PCMM./N.E.Rly/GKP Tender No.....

We .....an established and reputed manufacturer of.....having factories at.....do hereby authorize M/s..... ..... (Name and address of Agents) to represent us, to bid, negotiate and conclude the contract on our behalf with you against Tender No.....

No company/firm or individual other than M/s.....are authorized to represent us in regard to this business against this Specific tender.

Yours faithfully,

(NAME)……

For & on behalf of M/s. .....

(Name of Manufacturers)

Note: This letter of authority should be on the Letter-Head of the manufacturing concern and should be signed by a competent person authorized to sign on behalf of the manufacturer.

**ANNEXURE-5.7**

**PROFORMA FOR PERFORMANCE STATEMENT**

**(FOR A PERIOD OF LAST 3 YEARS)**

Tender No..... Date of opening ..... Time ..... Hrs.

Name of the Firm .....

.....

| No | Order placed by(full address of purchaser) | Order No. & date | Description of stores | Quantity ordered | Date of completion of delivery | | | | Have the stores been satisfactory supplied & any adverse comment from purchaser/user |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Unit price E.D. ST & FOR items | As per Contract | Actual | Remarks indicating reasons for late delivery, if any | |
| | | | | | | | | | |
| | | | | | | | | | |

Note: Copy of last three P.O should be enclosed by firm.

**Signature and seal of the manufacturer/Tenderers**

**ANNEXURE-5.8**

**(Railway Board's L/No. 2004/RS(G)/779/11/Pt. dated 23.12.2019).**

**Bid securing declaration to be signed by bidders availing exemption from submission of EMD. Annexure- 5.8 shall be applicable to all tenders issued after 31.12.2021**

*" I/we certify that my/our offer is eligible for exemption from submission of bid security/ Earnest Money Deposit, in terms of the tender conditions.*
*In case my/our claim to exemption from submission of bid security/ Earnest Money Deposit is not found valid as per terms of the tender, I/we understand and accept that Railways has unquestionable right to summarily reject my bid and my offer shall not be considered for ordering. Further, I/we hereby understand and accept that if I/we withdraw or modify my/our bids during the period of validity, or if I/we are awarded the contract and on being called upon to submit the performance security/ Security Deposit, fail to submit the performance security/ Security Deposit before the deadline defined in the request for bid document/ Notice Inviting Tender, I/we shall be debarred from exemption of submitting Bid Security/ Earnest Money Deposit and performance security/ Security Deposit for a period of 6 (six) months, from the date I/we are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railways published during period."*

**ANNEXURE- 5.8(a)**

(Railway Board letter no .2020/RS (G)/779/16 ) Dated 27.11.2020

**ANNEXURE- 5.8(a)Shall be applicable to all tender issued till 31.12.2021**

*"I/we hereby understand and accept that if I/ we withdraw or modify my /our bids during the period of validity ,or if I/we are awarded the contract and on being called upon to submit the performance Security/ Security Deposit ,fail to submit the performance Security/ Security Deposit before the deadline defined in the request for bid document /Notice Inviting tender ,I/we shall be debarred from exemption of submitting bid Security/ Earnest money deposit and performance Security/ Security Deposit for a period of 6 (six )months, from the date I/ we are declared disqualified from exemption from submission of EMD/SD ,for all tenders for procurement of goods issued by any unit of Indian Railways published during this period.* "

## ANNEXURE-5.9

**( As per Rly Bd's L/No. 2020/RS(G)/779/2 dated 06-08-2020)** and **O.M. F.No.6/18/2019-PPD dated 23.07.2020 & F.No.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division of Department of Expenditure under Ministry of Finance.)**

## Competent Authority and Procedure for Registration

A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.

B. The Registration Committee shall have the following members*:

i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.

D. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.

D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.

F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.

H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for rocurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.

K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.

L. Periodic reports on the acceptance/refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

**[NOTE] :**

i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.)

**ANNEXURE-5.10**

## Certificate for Compliance of O.M. F.No.6/18/2019-PPD dated 23.07.2020 & F.No.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division of Department of Expenditure under Ministry of Finance

**"I have read the order regarding restrictions on procurement from a bidder of a country which shares a land border with India vide order ref. F No. 6/18/2019-PHD dt. 23.04.2020 {Containing office memorandum order (Public procurement no. 1) & order (Public procurement No.2} order reference F.No. 6/18/2019/PHD dt. 23.07.2020 [Order (public procurement No.3) ] issued by joint secretary (PHD), Department of expenditure, Ministry of Finance, GoI and OM No. DPE/7(4)/2017-Fin. Part-I dt. 30.07.2020 issued by the Director, Dept. of Public Enterprises, GoI :**

**I/We hereby certify that I/We are not from such a country and are eligible to be considered.**

**Or**

**If firm such a country, I/We have been registered with the competent authority as mentioned in the above Govt. order dt. 23.07.2020. I/We hereby certify that, we fulfill all requirements in t his regard and are eligible considered (Where applicable, evidence of valid registration by the competent Authority shall be attached.)**

**(Select whichever is applicable.)**

**ANNEXURE-5.11**

## Special Cases

A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.

*B. Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated.

C. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

D. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

**ANNEXURE-5.12**

**NOTIFICATION**

**Subject: Public Procurement (Preference to Make in India) Order 2017- Notifying**

Electronic Products in furtherance of the Order

**Reference: Department for Promotion or Industry and Internal Trade (DPTIT) Order No. P- 45021/2/2017-B.E.-II dated 15.06.2017, as amended by Orders dated 28.05.2018, 29.05.2019 and 04.06.2020**

The Government has issued Public Procurement ( Preference to Make in India) Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No. P- 45021 /2/20 l 7-B.E.-11 dated 15.06.2017, as amended by Orders dated 28.05.2018. 29.05.2019 and 04.06.2020, to encourage 'Make in India' and promote manufacturing and production of goods and services in India ,with a view to enhancing income and employment.

In furtherance of the Public Procurement (Preference to Make in India) Order 20I7 [PPP- M II Order 20I7] notified vide reference cited above. and in suppression of the Electronic Product Notification Nos.33( 1)/2017-IPIIW dated 14.09.2017 and 33(5)/2017-IPH W ,Dated 01.08.20I8 issued there under. the Ministry of Electronics and Information Technology ( MeitY) hereby notifies that preference shall he provided by all procuring entities to locally manufactured Electronic Products as per the aforesaid Order. as amended from time to time.

2. For the purpose of this notification:

a. The definition of Class-I local supplier. Class-II local supplier and Non-local supplier shall be as per paragraph 2 of the DPIIT PPP-MII Order 2017 No.P-45021/2/2017- PP(BE-II) dated 04.06.2020, as amended from time to time. The mechanism for calculation of local content has been prescribed for each notified Electronic Product in this notification, in accordance with paragraph 5 of the D PI IT PPP-MIi Order 20 I 7 No .P- 45021/2/20 l 7-PP(BE-11) dated 04.06.2020. as amended from time to time.

b. Paragraph 3A of the DPIIT PPP-MII Order 2017 No.P-45021/2/2017-PP(BE-II) dated 04.06.2020. as amended from time to time. shall be referred for percentage of procurement for which preference to domestically manufactured Electronic Products is to be provided (in value terms).

2.1 Railway Board vide Letter No. 2020/RS(G)/779/2Part-1 Dated 17/05/2021 has advised to incorporate:

"It is clarified that the bidders offering imported products will fall under the category of Non-local suppliers. They can't claim themselves as Class-1 local suppliers / Class-II local suppliers by claiming the services such as transportation ,insurance, installation, commissioning, training and after sales service support like AMC/CMC atc local value addition."

Authority Ministry of Commerce and Industry (OM ) No-P-45021/102/2019-Be-II Part (1) (E-50310) Dated-04.03.2021

3. Following Electronic Products are notified under the Public Procurement (Preference to Make in India) Order 2017:

**Desktop Personal Computers(PCs)**

**(A) Definition:**

For the purpose of this Notification, a Desktop PC shall necessarily consist of a CPU, Memory, Hard disk drive. Keyboard. Mouse and a separate or integrated display unit and should be able to operate independently.

**(B) Mechanism for calculation of local content:**

The domestic Bill of Material (BOM) of Desktop PC would be the sum of the cost of main inputs as specified in Column I of the following table. provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

| **Main inputs in DOM/stages for manufacture of Desktop PC** | **Value addition/local content required for the input to be classified as domestic BOM** |
|---|---|
| 1 | 2 |
| Main Board / Motherboard and CPU / GPU | Domestic PCB Assembly* and testing from imported/domestically manufacturedparts and components. including the value of Semiconductors** and CPU/GPU** and excluding the value of bare PCB. However, the weightage of total value of CPU shall not exceed 30% of the total BOM of the Desktop **PC.** |
| Memory Module | Domestic PCB Assembly* and testing from imported/domestically manufactured memory chips** and parts/componentson imported/domestically manufactured bare PC B, excluding the value of bare PCB. |
| Hard Disk Drive / Solid State Drive (SSD) | Domestic PCB Assembly• and final product assembly and testing from imported / domestically manufactured parts and component s, excluding the value of bare PCB . |
| LCD/LED Monitor | Domestic assembly and testing of LCD / LED Monitor from parts consisting of imported/domestically assembled LCD/ LED Panel and Domestic PCB Assembly*, Domestic plastic moulding and Domestic stamping of metal parts excluding the value of barePCB. |
| DVD Drive | Domestic assembly and testing from imported/ domestically manufactured parts and components. |
| Cabinet + SMPS | Domestically manufactured Cabinet and Domestic PCB Assembly* and the final assembly and testing of SMPS from imported/ domestically manufactured parts and components , subject to the condition that the domestically manufactured parts and components used in the assembly of "SMPS" will be minimum 20% (of the total value of parts and components used in the manufacture of **"SMPS").** |

| | |
|---|---|
| Keyboard/Mouse | Domestic PCB Assembly* and the final assembly and testing from imported / domestically manufactured parts and components. |
| Bare PCB | Domestically manufactured from imported / domestically manufactured inputs. |
| (i) Final Assembly/ Testing and<br><br>(ii) Design / Development | (i) Domestically assembled/tested and<br><br>(ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic **BOM.** |

** II is essential that the Printed Circuit Board Assembly (PCBA) r l the CPU(s)/ GGPU/ processor(s) parts/ components on !he bare PCB using the SMT process should mandatorily be done in India.*

*** This shall be reviewed when the Semiconductor FAB in India is operational.*

**ThinClients**

**(A) Definition:**

For the purpose of this Notification, a Thin Client (TC) shall necessarily consist of a CPU. Memory. DOM , Keyboard. Mouse and a separate or integrated display unit and should be able to operate independently.

**(B) Mechanism for calculation of local content:**

The domestic Bill of Material (BOM) of a Thin Client would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

| **Main inputs in BOM / stages for manufacture of Thin Client** | **Value addition / local content required for the input to be classified as domestic BOM** |
|---|---|
| **1** | 2 |
| Main Board / Motherboard and CPU | Domestic PCB Assembly* and testing from imported/domestically manufactured parts and component s. including the value of Semiconductors** and CPU** and excluding the value of bare PCB. However. the weightage of total value of CPU shall not |
| | exceed 30% of the total BOM of the Thin Client. |
| Memory Module/ DOM | Domestic PCB Assembly* and testing from imported/domestically manufactured memory chips+♦ and pans/ components on imported / domestically manufactured bare PCB. excluding the value of bare PCB. |

| | |
|---|---|
| S MPS / Power Adapter | Domestically PCB Assembly* and the final assembly and testing of SMPS/ Power Adapter from imported/ domestically manufactured parts and components. subject to the condition that the domestically manufactured parts and components used in the assembly of " SMPS" will be minimum 20% (of the total value of parts and components used in the manufacture of "SMPS"). |
| LC D/ LED Monitor | Domestic assembly and testing of LC D/ LED Monitor from parts consisting of imported / domestically assembled LC D/ LED Panel and Domestic PCB Assembly* , Domestic plastic moulding and Domestic stamping of metal parts, excluding the value of barePCB. |
| Cabinet | Domestically manufactured. |
| Keyboard/Mouse | Domestic PCB Assembly* and the final assembly and testing from imported / domestic all y manufactured parts and components. |
| Bare PCB | Domestically manufactured from imported/ domestically manufactured inputs. |

| | |
|---|---|
| J) Final Assembly / Testing and<br><br>(ii) Design / Development | (i) Domestically assembled/ tested and<br><br>{ii) intellectual Property (IP) resident in India for any of the above items. The value of f P resident in India for any of the above items shall be reduced from its value in domestic **BOM.** |

• *Iiis essential that the Printed Circuit Board Assembly (PCBAJ of the C PU(s )I processor( s)I parts/ components on the bare PCB using the SMT process should mandatorily be done in India.*

•• *This shall be reviewed when the Semiconductor FA Bin India is operational.*

**Laptop Personal Computers(PCs)**

**(A) Definition:**

for the purpose of this Notification, a Laptop PC (commonly known in the market as Laptop/ notebook/ net book / Ultrabooketc.) shall necessarily consist of a CPU. Memory, Hard disk drive. Keyboard. Touchpad am. I/ or Trackpoint. an integrated displayunit , integrated battery and should be able to operate independently.

**(B) Mechanism for calculation of local content:**

The domestic Bill of Material (BOM) of a Laptop PC would be the sum of the cost of main inputs as specified in Column 1 of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

| Main inputs， BOM/ stages for manufacture of LaptopPC | **Value addition / local content required for the input to be classified domestic BOM** |
|---|---|
| 1 | 2 |

| | |
|---|---|
| Main Board/ Motherboard and CP U/ GPU | Domestic PCB Assembly* and testing from imported/domestically manufactured parts and components, including the value of Semiconductors** andCPU/ GPU** and excluding the value of bare PCB. However. the weight age of total value of CPU shall not exceed 35% of the total BOM of the Laptop PC. |
| Power Module | Domestic PCB Assembly* and testing from imported / domestically manufactured parts andcomponents. |
| Memory Module | Domestic PCB Assembly* and testing from imported/domesticallymanufacturedmemory chips*"' and parts/ components on imported/ domestically manufactured bare PCB. excluding the value of barePCB. |
| Hard Disk Drive/ Solid State Drive (SSD) | Domestic PCB Assembly* and final product assembly and testing from imported/ domestically manufactured parts and components, excluding the value of barePCB. |
| Display Panel (LCD, LED, etc.) | Domestic assembly into the Back Cover and Bezel and final testing from imported/ domestically assembled Display Panel, LED Back light. Antennae, excluding the value of the Back Cover and Bezel. |
| **DVD** Drive | Domestic assembly and testing from imported / domestically manufactured parts and components. |
| Power Adapter | Domestic assembly with domestic PCB Assembly* and final testing from imported/ domestically manufactured parts and components, subject to the condition that the value of domestically manufactured parts and components used in the assembly of "Power Adapter" will be minimum40% (of the total value of parts and components used in the manufacture of "Power Adapter"). |
| Bare PCB | Domestically manufactured from imported/ domestically manufactured inputs. |
| Keyboard / Touchpad and/ or Track point | Domestic assembly and testing from imported/ domestically manufactured parts and components. |
| Battery | Domestic assembly and testing from imported/ domestically manufactured pa11s and components. |
| Cabinet/ Chassis of Laptop including bottom cover. back cover. Keyboard face bezel and Display face bezel and Hinges | Domes1ically manufactured through injection moulding/ stamping using imported/ domestic inputs. |
| (i) Final Assembly / Testing and<br><br>ii) Design/ Development | (i) Domestically assembled / tested and<br><br>(ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM. |

* *Jt is essential that the Print ed Circuit Board Assembly (PCBA ) of the CPU(s}I GPU/ processor{s;)/parts/componentsontheharePCBusingtheSMTprocessshouldmandatorilybe done in India.*

•• *This shall be reviewed ·when the Semiconductor FAB in India is operational.*

## Computer Monitors

**(A) Definition:**

For the purpose of this Notification, a Computer Monitor (commonly known in the market as Monitor) shall necessarily consistofaLCD/LEDDisplay assembly, Logiccard, Power Supply Adaptor and Cabinet with Display Ports for connecting it to a Desktop PC or Laptop PCor Tablet PC.

**(B)** Mechanism for calculation of local content:

The domestic Bill of Material (BO M) of a Computer Monitor would be the sum of the cost of main inputs as specified in Column I of the following table. provided the inputs individually satisfy the value addition requirement specified in Column 2 of thetable:

| Main inputs in BOM/ stages for manufacture of Computer Monitor | Value addition/ local content required for the input to be classified as domestic BOM |
|---|---|
| 1 | 2 |
| Logic Cards/ Micro controller | Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components including value of Semiconductors** and excluding the value of bare PCB. |
| LCD / LED Panel | Domesticintegration and testing of imported/ domestically assembled LCD/ LED Panel*** into the Monitor Cabinet/ Chassis, excluding the value of the Cabinet/ Chassis. However, the weightage of total value of LC D/ LED Panel shall not exceed 35% of the total BOM of the Computer Monitor. |
| Cable s | Domestically manufactured and tested from imported/ domestically manufactured inputs. |
| Power Adapter | Domestic assembly with domestic PCB Assembly* and final testing from imported/ domestically manufactured parts and components, subject to the condition that the value of domestically manufactured parts and components used in the assembly of "Power Adapter" will be minimum 40% (of the total value of parts and components used in the manufacture of" Power Adapter"). |

| | |
|---|---|
| Bare PCB | Domestically manufactured from imported/ domestically manufacture dinputs. |
| Cabinet/ Chassis | The Monitor Bezel. Back cover, Stand, Base and Chassis wherein the plastic mouldings and the stamping of metal parts 1s done domestically using imported / domesticinputs. |
| (i) Final Assembly/ Testing and<br><br>(ii) Design/ Development | (i) Domestically assembled/ testedand<br><br>(ii) Intellectual Property (IP) resident in India<br><br>for any of the above items. The value of IP |

| | |
|---|---|
| | resident in India for any of the above items shall be reduced from its value in domestic BOM. |

** It is essential that the Printed Circuit Board Assembly (PCBA) of the CPU(s) / GPU processor ( s)/ parts / components on the bare PCB using the SMT process should mandatorily be done in India.*

*"* This shall be reviewed when the Semiconductor FAB in India is operational.*

**** This shall be reviewed when LC D/LED Panel mam1facturing o(Computer Monitors (of each size and type) in India iSoperational.*

**Tablet Personal Computers(PCs)**

**A. Definition:**

For the purpose of this Notification, a Tablet PC shall necessarily consist of an Integrated Motherboard with on board CPU/Processor, Memory and Power Module: Display Panel (Touch Panel + LCD /LED Module) and integrated batter y and should be able to operate independently.

**(B) Mechanism for calculation of local content:**

The domestic Bill of Material (BOM) of Tablet PC would be the sum of the cost of main inputs as specified in Column I of the following table, provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

| **Main inputs in BOM/ stages for manufacture of TabletPC** | **Value addition/ local content required for the input to be classified as domestic BOM** |
|---|---|
| **1** | 2 |
| Integrated Motherboard with on board CPU/ GPU/ Processor | Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components. including value of Semiconductors** and Processor/CPU/ GPU** and excluding the value of bare PCB. However. the weightage of total value of CPU shall not exceed 35% of the total BOM of the TabletPC. |
| Memory and Power Module | Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components, excluding the value of bare PCB. |
| Display Panel (Touch Panel + LCD/ LED Module) | Domestic assembly and testing from imported/ domestically manufactured Touch Panel, LCD/ LED Module or combination, subject to the condition that backlight assembly and testing of Display Panel shall be donedomestically. |

| | |
|---|---|
| Power Adapter | Domestic assembly and testing from imported/ domestically manufactured parts and components, subject to the condition that the value of domestically manufactured parts and components used m the assembly of "Power Adapter" will be minimum 40% (of the total value of parts and components used in the manufacture of "Power Adapter"). |
| Bare PCB | Domestically manufactured from imported/ domestically manufactured inputs. |

| | |
|---|---|
| Casing | Domestically manufactured Casing. |
| Battery | Domestic assembly and testing from imported/ domestically manufactured parts and components. |
| Accessories (Camera. Speaker, WiFi Antenna. etc.) | Domestic assembly and testing from imported/ domestically manufactured parts and components. |
| (i) Final Assembly/ Testing and<br><br>(ii) Design/ Development | (i) Domestically assembled/ tested and<br><br>(ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM. |

* *it is essential that the Printed Circuit Board Assembly (PCBA) of the CPU/ G PU / processor!parts/ components on the bare PCB using the SMT process should mandatorily be done in India.*

** *This shall be reviewed ·when the Semiconductor FAB in India is operational*

**Dot MatrixPrinter**

**(A) Definition:**

A Dot Matrix Printer is a type of impact printer that forms dot on paper by a metal pin of diameter 0.2 mm to 0.3 mm which is driven by electromagnet based on solenoid principle and required character matrix is produced by horizontal and vertical resolution of dot matrix printhead. Dot Matrix Printer can create carbon copies and carbonless copies based on mechanical pressure of pin.

**(B) Mechanism for calculation of local content:**

The domestic Bill of Material (BOM) of a Dot Matrix Printer would be the sum of the cost of main inputs specified in Column l of the following table. provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

| **Main inputs in BOM/ stages for manufacture of Dot Matrix Printer** | **Value addition/ local content required for the input to be classified as domestic BOM** |
|---|---|
| **1** | **2** |

| | |
|---|---|
| Main PCB | DomesticPCBAssembly*andtestingfrom imported / domestically manufactured parts and components, subject to the condition that value of domestically manufactured parts and components used in the assembly of "Main PCB" will be minimum 15% (of thetotal value of parts and components used in the manufacture of " Ma i n PCB") , excluding the value of barePCB. |
| Bare PCB | Domestically manufactured from imported/ domestically manufactured inputs. |
| **SMPS** | Domestic assembly and testing fromimported/ domestically manufactured parts and components , subject to the condition that value of domestically manufactured parts and components used in the assembly of "SMPS" will be minimum 20% (of the total value of parts and components used **in** the manufacture of "SMPS"). |
| Carriage Motors and Pap er Feed Motors | Imported as sub-assemblyand tested domestically along with main Printer Mechanism. |
| Front Control Panel | Domestic assembly and testing from imported/ domestically manufactured parts and components. |
| Home Position/Paper End Sensors | Domestic assembly and testing from imported/ domestically manufacture parts |
| | and components. |
| Main Printer Cabinet and other small plastic components | Domestic moulding of Printer Cabinet and other parts. |
| Printer Mechanism Assembly | Domestic assembly using domestically manufactured Rubber Platens, small rubber pan s, sheet metal components. plastic gears and other plastic parts with turned steel shafts and above mentioned sensors and Motors. |
| Print Heads and Interconnecting Cables | Imported sub- an tested a assembly d Printer s along with main domestically Mechanism. |
| (i) Final Assembly/ Testing and<br><br>(ii) Design/ Development | (i) Domestically assembled/ tested and<br><br>(ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value indomestic BOM. |

"' *It is essenth1I that !he Printed Circuit Board Assembly (PCBA) fthe parts/ components on the bare PCB using the SMT process should mandatorily be done in India.*

**SmartCards**

## (A) Definition:

For the purpose of this Notification, Smart Card is usually a Credit Card sized plastic Card with an Integrated Circuit (IC) contained inside. The IC contains a microprocessor and memory. Smart Cards can be contact, contactless or dual interface (both contact and contact less ). Some of the applications of Smart Card are Identity Card, Banking Card. Health Card. Vehicle Registration Cardetc.

**I(B) Mechanism for calculation of local content for Contact Smart Cards**

The domestic Bill of Material (BOM) of a Contact Smart Card would be the sum of the cost of main inputs as specified in Column I of the following tab le , provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

| Main inputs in *BOMJ* stages for manufacture of Contact Smart Card | Value addition/ local content required for the input to he classified as domestic BOM |
|---|---|
| 1 | 2 |
| Plastic Card Body | Domestic manufacturing including sheet cutting &punching, printing, lamination and testing using imported/ domestically manufactured raw material, parts and components. |
| IC Chip Module | Domestic assembly. packaging and testing of IC Chip Module using imported/ domestically manufactured raw material, parts and components•. |
| Milling and Embedding of IC Chip Module on PlasticCard | Milling and Embedding of IC Chip Module on Plastic Card done domestically. |
| (i) Final Assembly and Testing<br>(ii) Design/ Development | (i) Domestically assembled/tested and<br>(ii) Intellectual Property (IP) resident in India for any of the above items , including fusion of domestically developed Operating System.The value of IP resident in India for any of theabove items shall be reduced from its value m domestic BOM. |

• *This shall be reviewed when the Semiconductor FAB in India isoperational.*

**II(B) Mechanism for calculation of local content for Contactless Smart Cards**

The domestic Bill of Material (BOM) of Contactless Smart Card would be the sum of the cost of main inputs as specified in Column I of the following table. provided the inputs individuallysatisfy the value addition requirement specified in Column 2 of the table:

| Main inputs in BOM/stages for manufacture of Contactless SmartCard | Value addition/local content required for the input to be classified as domestic BOM |
|---|---|

| 1 | 2 |
|---|---|
| Plastic Card Body | Domestic manufacturing including sheet cutting &punching, printing, lamination and testing using imported/ domestically manufactured raw material, partsand components. |
| Card inlay (Antenna) | Domestic assembly and testing from imported/ domestically manufactured raw material, parts and components. |
| IC Chip Module | Domestic assembly. packaging and testing of IC Chip Module using imported/domestically manufactured raw material. parts and components•. |
| Milling and Embedding of IC Chip Module on Plastic Card | Milling and Embedding of IC Chip Module on Plastic Card done domestically. |
| (i) Final Assembly and Testing<br>(ii) Design/ Development | (i) Domestically assembled / tested and<br>( ii) Intellectual Property (IP) resident in India for any of the above items. including fusion of domestically developed Operating System. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM. |

• *This shall be reviewed when the Semiconductor FAB in India is operational.*

LED Products

**(A) Definition:**

For the purpose of this Notification. LED products are those whose function is to utilize light produced by LED's and spanning applications in the areas of: (i) Illumination, (ii) Optical Displays including True LED TVs. (iii) Backlighting. (iv) Signaling & Indication and (v) Transportation.

**(B) Mechanism for calculation of local content:**

The domestic Bill of Material (BOM) of LED Products would be the sum of the cost of main inputs as specified in Column 1 of the following table. provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table. However, the weightage of total value of (d) Heat Sink or Thermal Management Solutions, (e) Secondary Optics and (f} System Fixture and Fitting shall not exceed 20% of the total BOM of the LEDProduct:

| **Main inputs in BOM/ stages for manufacture of LED Products** | **Value addition/ local content required for the input to be classified as domestic BOM** |
|---|---|
| **I** | **2** |
| LED Emitter | Packaging from imported/ domestically fabricated Bare LED Die ,subject to the condition that the Bare LED Die shall be domestically fabricated using imported/ domestically manufacture dinputs. |

| | |
|---|---|
| Driving Electronics | Domestic assembly from imported/ domestically manufactured parts and components , subject to the condition that the value of domestically manufactured parts and components (excluding the value of bare PCB) used m the assembly of "Driving Electronics" will be minimum 30% of the total value of parts and components used in the manufacture of "Driving Electronics". |
| Bare PCB including MCPCB | Domestically manufactured using imported/ domestically manufactured inputs. |

| | |
|---|---|
| Heat Sink or Thermal Management Solutions | Domestically manufactured using imported/ domestically manufacture dinputs. |
| Secondary Optics | Domestically manufactured using imported/ domestically manufactured inputs. |
| System Fixture and Fitting | Domestically manufactured. |
| Final Assembly/ Testing | Domestically assemble d/ tested meeting Indian Standards as notified from time to time. |

**Biometric Access Control/Authentication Devices**

**(A) Definition:**

For the purpose of this Notification. Biometric Access Control/ Authentication Device shall include *inter-alia* a Finger Print Sensor/ Iris Sensor. Controller Module and Power supply. It may or may not contain a display unit. Some of the applications of Biometric Access Control/ Authentication Device are Physical access control. Time and Attendance control etc.

**(B) Mechanism for calculation of local content:**

The domestic Bill of Material (BOM) of Biometric Access Control/ Authentication Device would be the sum of the cost of main inputs as specified in Column I of the following table. provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

| **Main inputs in BOM/ stages for manufacture of Biometric Access Control/ Authentication Device** | **Value addition/ local content required For the input to be classified as domestic BOM** |
|---|---|
| 1 | 2 |
| Finger Print Sensor/ Iris Sensor | Domestically manufactured as notified (refer Paragraphs 4. 10 and 4.11 ). |
| Main PCB (Controller Module) | Domestic assembly and testing from imported / domestically manufactured parts and components, excluding the value of bare PCB. |
| Bare PCB | Domestically manufactured from imported / domestically manufactured inputs. |

| | |
|---|---|
| PO\-Ver Suppl y/ Battery(if separate) | Domestic assembly and testing from imported / domestically manufactured parts and components. |
| Display Unit | Domestic assembly and testing from imported/ domestically manufactured parts and components. |
| Optional features such as Camera, Keyboard, RF ID, Smart Card Reader, GPRS Module, Wi-Fi, Blue Tooth etc. | Domestic assembly and testing from imported/ domestically manufactured parts and components. |
| Plastic Housing | Domestically manufactured from imported/ domestically manufacture dinputs. |
| USB Cables | Domestically manufactured from imported domestically manufacture dinputs. |
| (i) Final Assembly andTesting<br>(ii) Design/Development | (i) Domestically assembled/ tested and<br>(ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any or the above items shall be reduced from its value in domestic BOM. |

## Biometric Finger Print Sensors

**(A) Definition:**

For the purpose of this Notification. Biometric Finger Print Sensor consists of a Controller Module , CMOS Sensor and Optics. The applications of the Biometric Finger Print Sensor are personal identification and verification, etc.

**(B) Mechanism for calculation of local content:**

The domestic Bill of Material **(BOM)** of Biometric Finger Print Sensor would be the sum of the cost of main inputs as specified in Column I of the following table. provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

| **Main inputs in BOM/stages for manufacture of Biometric Finger Print Sensor** | **Value addition/local required for the input to be classified as domestic BOM** |
|---|---|
| 1 | 2 |
| Main PCB (Controller Module) | Domestic assembly and testing using imported / domestically manufactured parts and components, excluding the value of bare PCB. |
| Optics | Domestically manufactured from imported / domestically manufactured inputs. |
| C MO S Sensor | Domestic assembly, packaging and testing of CMOS Sensor using imported/ domestically manufactured inputs• |
| Bare PCB | Domestically manufactured from imported / domestically manufacture dinputs. |

| | |
|---|---|
| Plastic Housing | Domestically manufactured from imported/ domestically manufactured inputs. |
| USB Cables | Domestically manufactured from imported/ |
| | domestically manufactured inputs. |
| (i) Final Assembly andTesting<br>(ii) Design/Development | (i) Domestically assemble d/ testedand<br>(ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domesticBOM. |

* *This shall be reviewed when the Semiconductor FAB in India is operational.*

**Biometric IrisSensors**

**(A) Definition:**

For the purpose of this Notification, Biometric Iris Sensor consists of a Controller Module CMOS Sensor and Optics. The applications of the Biometric Iris Sensor are personal identification and verification,etc.

**(B) Mechanism for calculation of local content:**

The domestic Bill of Material (BOM) of Biometric Iris Sensor would be the sum of the cost of main inputs as specified in Column I of the following table , provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

| **Main inputs in BOM/stages for manufacture of Biometric Iris Sensor** | **Value addition/local content required for the input to be classified as domesticBOM** |
|---|---|
| **1** | **2** |
| Main PCB (Controller Module) | Domestic assembly and testing using imported / domestically manufactured parts and components except value of barePCB. |
| Optics | Domestically manufacture from imported/ |
| | domestically manufactured inputs. |
| CMOS Sensor | Domestic assembly. packaging and testing of CMOS Sensor using imported/ domestically manufacture dinputs• |
| Bare PCB | Domestically manufactured from imported / domestically manufacture dinputs. |
| Plastic Housing | Domestically manufactured from imported/ domestically manufacture dinputs. |

| | |
|---|---|
| USB Cables | Domestically manufactured from imported / domestically manufacturedinputs. |
| (i) Final Assembly andTesting<br>(ii) Design/Development | (i) Domestically assembled/ tested and<br>(ii) Intellectual Property (IP) resident m India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in domestic BOM. |

**This shall be reviewed when the Semiconductor Fab in India is operational.*

**Servers**

**(A) Definition:**

For the purpose of this Notification. a Server shall necessarily consist of a Mother Board , CPU. Memory (RAM). Hard Disk Drive (H OD)/ Solid State Storage Drive (SSD), Power Supply Unit (SMPS). Chassis, Connecting Cables and Firmware &OS.

**(B)** Mechanism for calculation of local content:

The domestic Bill of Material (BOM) of a Server would be the sum of the cost of main inputs as specified in Column I of the following table. provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

| Main inputs in BOM/ stages for **manufacture of Server** | Value addition /local content required for the **input to be classified as domestic BOM** |
|---|---|
| **1** | 2 |
| Server Boa rd / Mother Board and CPU(s)/ GPU(s) | Domestic PCB Assembly* and testing from imported/ domestically manufactured parts and components , including the value of Semiconductors•• and CPU(s)/ G PU(s)** and excluding the value of bare PCB. |
| Memory Module | Domestic PCB Assembly* and testing from imported/ domestically manufactured memory chips** and parts/ components on imported / domestically manufactured bare PCB, excluding the value of bare PCB. |
| Hard Disk Drive/Solid State Storage Drive (SSD) | Domestic assembly and testing from imported / domestically manufacture d part s and components. |

| | |
|---|---|
| Cabinet+ SMPS | Domestically manufactured Cabinet and domestic assembly and testing of **SMPS** from imported / domestically manufactured parts and components, subject to the condition that value of domestically manufactured parts and components used in the assembly of **"SMPS"** will be minimum 25% (of the total value of parts and components used in the manufacture of "SMPS"). |
| Bare PCB | Domestically manufactured from imported/ domestically manufactured inputs. |
| Accessories **(Power** Cab les , Connect ors, etc.) | Domestic assembly and testing from imported/ domestically manufacture d and components. part s |

| | |
|---|---|
| (i) Final Assembly and Testing<br>(ii) Design and Development | (i) Domestically assembled/ tested and<br>(ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in the domestic BOM. |

* *It is essential that the Printed Circuit Board Assembly (PCBA) of the CPU(s) I GPU( s)I processor(.5), parts/ components on the hare PCB using the SMT process should mandatorily be done in India*

** *This shall be reviewed when the Semiconductor FA B in India is operational.*

## Cellular Mobile Phones

**(A) Definition:**

For the purpose of this Notification. a Cellular Mobile Phone (Feature Phone or Smart Phone) shall necessarily consist of a Main Printed Circuit Board (PCB), Battery Pack, Display Unit, Key Pad/ Touch Panel. Charger/ Adapter, Microphone &Receiver, Vibrator Motor/ Ringer and Mechanics.

**(B) Mechanism for calculation of local content:**

The domestic BOM of Cellular Mobile Phones would be the sum of the cost of main inputs as specified in Column I of the following table. provided the inputs individually satisfy the value addition requirement specified in Column 2 of the table:

| **Main inputs in DOM/stages for manufacture of Cellular Mobile Phone** | **Value addition/ local content required for the input to be classified as domestic BOM** |
|---|---|
| 1 | **2** |
| Main PCB* | Domestic assembly and testing from imported / domestically manufacturedparts and components including Processor and Semiconductor** BOM (i.ethe semiconductor Chips and Modules onMain |

| | |
|---|---|
| | PCB), and excluding value of bare PCB. |
| Bare PCB | Domestically manufactured from imported/ domestically manufactured inputs. |
| Battery Pack | Domestic assembly and testing of imported/ domestically manufactured inputs. |
| Charger/ Adapter | Domestic assembly and testing from imported/ domestically manufacturedinputs. |
| Wired Headset | Domestic assembly and testing from imported/domestically manufactured inputs. |
| Mechanics*** | Domestic assembly and testing from imported/ domestically manufactured inputs. |
| Die Cut Parts*** | Domestic assembly and testing from imported / domestically manufactured inputs. |
| Microphone and Receiver | Domestic assembly and testing from imported/ domestically manufacturedinputs. |
| Key Pad | Domestic assembly and testing from imported/ domestically manufacturedinputs |
| USS Cable | Domestic assembly and testing from imported/ domestically manufacturedinputs. |
| Camera Module | Domestic assembly and testing from imported/ domestically manufacturedinputs. |
| Connectors | Domestic assembly and testing from imported/ domestically manufacturedinputs. |
| Display Unit | Domestic assembly and testing from |

| | |
|---|---|
| | imported/ domestically manufactured inputs. |
| Touch Panel/ Cover Glass Assembly | Domestic assembly and testing from imported/ domestically manufacturedinputs. |
| Vibrator Motor/ Ringer | Domestic assembly and testing from imported/ domestically manufacturedinputs. |
| (i) Final Assembly andTesting<br>(ii) Design andDevelopment | (i) Domestically assembled/ testedand<br>(ii) intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above items shall be reduced from its value in the domestic BOM. |

** flis essential that the Printed Circuit Board Assembly (PCBA) of the processor/ components on the bare PCB using the SA1T process should mandatorily be done in India.*

*** This shall he reviewed when the Semiconductor FA Bin India is operational*

****Refer Annexure*

4. The Notification comes into effect immediately. This Notification shall remain valid till the revised Notification is issued.

5. No Electronic Product Notification under the Public Procurement (Preference to Make in India) Order 2017 shall have retrospective effect.

6. Purchase Preference shall be provided as per the provisions cited in the Public Procurement (Preference to Make in India) Order 20 I 7 dated 04.06.2020 for the procurement of aforesaid electronicsproducts.

7. The notification would also be applicable to all Central Schemes (CS)/ Central Sector Schemes (CSS) for the procurement of electronic products made by States and local bodies, if project or scheme is fully or partially funded by Governmentof lndia.

**8. Procedure for calculating local content/ domestic valueaddition**

Bill of Material sourced from domestic manufacturers (Dom-BOM) may be calculated based on one of the followings depending on data available. Each of these calculations should provide consistent result.

a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) and which have not been imported directly or through a domestic trader or an intermediary.

h. Ex-factory Price of product minus profit after tax minus sum or imported Bill of \1.aterial used (directlyorindirectly) as inputs in producing the product (in cluding duties and taxeslevied on procurement of inputs except those for which credit / set-off can be taken) minus warranty costs.

c. Market price minus post-production freight. insurance: and other handling costs minus profit after tax minus warranty costs minus sum of Imported Bill of Material used as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can he taken) minus sales and marketingexpenses.

Total Bill of Material (Total-SOM) may be calculated based on one of the following depending on data available. Each of these calculations should provide consistent result.

a. Sum of the costs of all inputs which go into the product (including duties and taxes levide on procurement of inputs except those for which credit / set-off can betaken).

b. Ex-Factory Price of product minus profit after tax. minus warrantycosts.

c. Market price minus post-production freight insurance and other handling costs minus profit after tax. minus warranty costs minus sales and marketing expenses.

The percentage of domestic value-addition may he calculated based on information furnished as per the following formula:

Percentageoflocalcontent/domesticvalue-addition=$\frac{DOM-BOM}{Total - BOM} \times 100$

It is recommended that each agency assessing should calculate the domestic local content/ value- addition usi ng at least two of the above formulae so as to validate the assessments in this regard and ensure that the domestic value addition that is claim d is consistent.

**9. Verification of local content/ Domestic Value Addition**

a. The local supplier at the time of tender, bidding or solicitation shall provide self:-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition ismade.

b. In cases of procurement for a value in excess of Rs .10 crore. the local supplier shallprovide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage oflocal content.

c. In case a complaint is received by the procuring agency or the concerned Ministry/Department against the claim of a bidder regarding local content / domestic value addition in an electronic product, the same shall he referred to STQC.

d. Any complaint referred to STQC shall be disposed of within 4 weeks. The bidder shall he required to furnish the necessary documentation in support of the domestic value addition claimec.1 in an electronic product to STQC. If no information is furnished by the bidder. such laboratoriesmaytakefurthernecessaryaction.toestablishthebonafidesoftheclaim.

c.*A* complaint fee of Rs.2 Lakh or I% of the value of the domestically manufactured electronic products being procured (subject to u maximum of Rs. 5 Lakh), whichever is higher. to he paidby Demand 11ra to he deposited with STQC. In case, the complaint is found to be incorrect .the complaintfeeshallheforfeited.Incasethecomplaintis upheldandfounc.1tohe substantiallycorrect,depositedfee ofthecomplainantwould berefundedwithout anyinterest.

f. False declarations willbe in breach of the Code of Integrity under Rule 175( I )( i)(h) or the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the GeneralFinancial Rules along with such other actions us may he permissible underlaw.

10. MeitY shall be the Nodal Ministry to monitor the implementation of the Electronic Products Notification.

I. In case or a question whether an item being procured is an electronic product to be covered under the Public Procurernent( Preference to Make in India) Order *20* I 7, thematter would be

referredtotheMinistryof ElectronicsandInformationTechnology.forclarification.

Annexure

## Indicative List of Mechanics and Die Cut Parts

**A. Mechanics**

1. Battery Cover (HS39209999)
2. Front Cover (HS39209999)
3. Front Cover ( With Zinc Casting) ( HS39209999)
4. Middle Cover (HS39209999)
5. GSM Antenna/ Antenna ofany technology ( HS 39209999)
6. . Side Key (HS85389000)
7. Main Lens (HS39209999)
8. Camera Lens (HS39209999)
9. Screw (HS73181500)
10. Mic Rubber Case (HS 401 69990)
11. Sensor Rubber Case/ Sealing Gasket including sealing gaskets/ cases from Rubbers like:SBR,EPDM,CR,CS.Siliconeandallotherindividualrubbersorcombinationc ombinations of rubbers (HS 40 169990)

11.1 PU Case/ Scaling Gasket (HS 39269091) Other articles of Polyurethane foam like sealing gaskets/ cases.

11.2 Sealing Gaskets/ Cases from PE. PP, E PS. PC and all other individual polymers or combination / combinations of polymers ( HS 39269099)

12. SIM Socket / Other Mechanical items ( Metal ) (HS73269099)
13. SIM Socket/ Other Mechanical items ( Plastic) ( HS 39269099)
14. Back Cover (HS39209999)

**B. DicCutParts**

1. Conductive Cloth (HS39269099)
2. Heat Dissipation Sticker Battery Cover ( HS39199090)
3. Sticker-Battery Slot (HS39199090)
4. Protective Filmfor Main Lens (HS39199090)
5. Mylar for LCD FPC (HS39199090)
6. LCD Conductive Foam (HS39269099)
7. Film front Flash (HS39199090)
8. LCD foam {HS39269099)
9. **BT** Foam **(HS**39269099)

**Annexure 5.13**

**Sub: Handling of Warranty Rejections**

Ref: Railway Board's letter No.2000/RS(G)/379/2 dated 07.08.2015 and 18.01.2018.

**Background**

Consolidated instructions on handling of warranty rejections were issued vide Railway Board's letter no.2000/RS(G)/379/2 dated 07.08.2015 and 18-01-2018. These instructions primarily stipulate linking of warranty rejections to the concerned supplying stores depot and relevant purchase orders by the user and arrange for warranty replacements duly conducting joint inspections with pre-inspection agency and the firm. Review of Warranty Management system indicated practical difficulties in efficient handling of several of warranty issues, centralized database, monitoring of warranty settlement, resultant deterrent actions and system improvements. The system of handling warranty rejections is largely manual and whatever computerization is there, it is on separate systems which are not fully equipped to handle warranty rejections end-to-end, and are not integrated. Also, the policy did not cater for many scenarios which are encountered while dealing with the warranty rejections e.g. warranty rejections of components of Rolling Stocks supplied by Private/Govt/Railway units, cases where PO/stores depot/User depot is not linked, epidemic failures, inefficient marking on the items for linking of items to vendor/purchase orders, warranty claims by users, communication of warranty period to end user ertc

Under this background, the consolidated policy instructions on warranty rejection handling including an Online Integrated Warranty Management System over IR, covering entire warranty management landscape to include all types of warranty failures, including epidemic failures, keeping in view practical field conditions for implementation are being issued in this circular. This circular supersedes earlier circulars on the subject.

**1. Digitisation of Warranty Management System**

**i.** The entire Warranty Management System shall be digitized and made paperless.

**ii.** The existing maintenance Applications viz CMM, FMM, WISE, SLAM, PUs local system, etc. shall be integrated with UDM/ IMMS/IREPS for seamless transfer of required data. A provision shall be made on these platforms to facilitate end uses to register warranty complaints. Duplicate feeding on UDM is to be avoided. All systems dealing with warranty rejection of vendor and their response should have provision of uploading/attaching documents.

iii. Provision shall be made on IREPS for the vendors to input dispatch details such as batch number, serial number, major sub component of the item, date of manufacturing (in MM/YYYY), expiry date (wherever applicable), manufacturer's marking, make/Brand, etc. against the Purchase Orders for each consignee. These details would be passed to iMMS/UDM and reflected in DRR/R-Note/CRN generated on iMMS/UDM and for indicating the same while issuing the materials through Issue Notes. Inspecting Agencies shall also indicate these details explicitly in the Inspection Certificate. End Consignee receiving the material from the vendor will verify these details at the time of receipt of material and explicitly indicate the same in iMMS/UDM.

**iv.** Warranty period shall be captured in digital form as stated in Para 4 of this letter.

**v.** Centralized Recovery Register shall be digitized & maintained in IPAS and linked with iMMS/UDM for seamless both-ways data flow between these applications for recovery.

**vi**. The Warranty Rejections of vendors and their responses shall be linked with Unified Vendor Approval Module (UVAM). Cognizance of these warranty rejections of vendors shall be taken for reviewing the Approval of vendors by vendor approving authorities.

**vii.** Cognizance of these warranty rejections of vendors shall be taken by the procuring authorities in deciding the tender cases.

**2. Materials are rejected under warranty in the following situations:**

**(A)** Material rejected was issued to the user (shop/shed etc) from its attached Stores Depot or attached User Depot (both Stock & Non-stock).

**(B)** Material rejected was received from a PU or a Stores Depot or a User Depot which is not the attached depot of the end user including that received directly through centralized procurement (both Stock & Non-stock).

**(C)** Material was rejected in the field and was fitted at some other Workshop/Shed/Depot. Material either received or fitted through Supply Contract, Works Contract or Service Contract or any other type of contracts (both Stock & Non-stock).

**(D)** Failure of components of Rolling Stocks received from Railway PUs/ PSUs/ Workshops/ Private Manufacturers

The Methodology of handling these rejections are dealt with below:

(A) **For Warranty rejection in Shop/Shed etc where rejected material was issued from its attached Stores Depot or attached User Depot (both Stock and Non-stock items)-**

**i.** In case the material was accounted for in Stores Depot in iMMS after receipt from vendor, enduser shall register the warranty complaints with reasons and other details, as required, on the Page 3 of 12 systems like CMM/FMM/WISE/SLAM/MU etc. available with them & electronically transfer such data to UDM through integrated system or shall register the warranty complaints directly in UDM (as convenient and practical for the end- user) and issue "Advice Note" of returned stores on UDM with the approval of competent authority (Gazetted Officer) to return the rejected material to attached Stores Depot for issuing "Warranty Rejection Advice" (i.e. warranty claims lodging) by attached Stores Depot.

However, in case the material was accounted for in User Depot in UDM after receipt from the vendor, there is no need for issuing "Advice Note" & to return the rejected material to attached Stores Depot.

"Warranty Rejection Advice" (i.e. warranty claims lodging) shall be issued to the firm with the approval of gazetted officer of the end consignee of attached Stores Depot/ User Depot (depending upon where rejected material was accounted for after receipt from vendor) on iMMS/UDM after getting the warranty rejected material from end-user.

Before, issuing the "Warranty Rejection Advice", the concerned user of iMMS/UDM & gazetted officer shall satisfy himself about the availability of the rejected material, correctness of PO (Purchase Order) and applicability of warranty period and ensure that other details including reason(s) for warranty rejection are genuine as per specification, drawing and terms and conditions of the Contract. This should be decided within 15 days.

**ii.** Rejected material shall be taken out from the ledger of Stock-Holder in iMMS/UDM (as the case may be). The "Warranty Rejection Advice" shall be issued on iMMS/UDM by attached Stores Depot/ User Depot to all concerned i.e. firm, purchaser, pre-inspecting agency, vendor approving agency, paying authority etc. as per the contract- without fail.

**iii.** In the Warranty Rejection Advice, the vendor shall be called upon for replacement of rejected stores or for deposition of equivalent amount of rejected material, within a period of 60 days from the date of Warranty Rejection Advice. Date of issue of Warranty Rejection Advice by gazetted officer to be taken as date of Warranty Rejection Advice.

i. It shall be ensured that initiation of warranty complaint by user and issue of Warranty Rejection Advice in UDM/iMMS is not delayed by concerned officials/officers and warranty rejection advice should be issued within 15 days of detection of warranty complaint. However, if the warranty complaint is detected within warranty period, the "Warranty Rejection Advice" must be issued within warranty period.

On issue of "Warranty Rejection Advice", the "Warranty Rejection Register" should automatically get updated.

ii. On getting the "Warranty Rejection Advice", the inspecting agency shall take suitable action against the inspecting officials and ensure necessary corrective actions; duly informing the Officer who has approved the "Warranty Rejection Advice". Recovery of inspection charges from the concerned inspecting agency for the rejected item(s) shall be made by any Bill Paying Authority across IR on pro-rata basis for the quantity and as per the rate of inspection charges for the inspection agency. Claim for recovery of inspection charges against the concerned 3rd party inspecting agency (like RITES etc.) shall automatically get noted into "Centralized Recovery Register" maintained in IPAS on the basis of "Warranty Rejection Advice"; which shall specifically mention the name of inspecting agency. After recovery of inspection charges by any Bill Paying Page 4 of 12 Authority, "Centralized Recovery Register" w.r.t. recovery of inspection charges to be automatically updated in IPAS to that extent so as to avoid multiple recoveries of inspection charges by different Railways and communicate the recovered amount to iMMS/ UDM.

iii. Any Bill Paying Authority across IR shall withhold the payment of equivalent amount of rejected material through "Centralized Recovery Register" from firm's Bill(s) at the earliest, till the full amount is withheld and the same shall be released only after disposal/closure/settlement of the warranty claim or deposition of equivalent amount of rejected material or after recovery, whichever is earlier. After withholding of amount by any Bill Paying Authority, "Centralized Recovery Register" to be automatically updated in IPAS to that extent so as to avoid multiple withholdings by different Railways and communicate the withheld amount to iMMS/ UDM.

iv. Firm shall be allowed to collect the rejected materials only after deposition of payments already made by Railway (if any) to them or after recovery of equivalent amount by Accounts or against replacement quantity. Rejected material should be suitably defaced before handing-over to the firm to avoid re-use and necessary provision about digital capturing in respective modules may be done.

v. Warranty Quantity Replacementa.

**a.** Replacement of rejected quantity shall be made to the end consignee at the Stores Depot/User Depot which received the original supply from the firm.

**b.** The warranty quantity replacement will be supplied and accounted for in iMMS through R/Note & RO if "Warranty Rejection Advice" has been issued through iMMS. However, where "Warranty Rejection Advice" has been issued through UDM, the warranty quantity replacement will be supplied and accounted for in UDM through CRN. R-Note/CRN should be clearly marked as "Warranty Replacement CRN/R-Note, Not for Payment".

**ix.** Replaced/rectified material shall have warranty for the replaced/rectified goods till the original warranty period plus the time from the warranty rejection advice to material replacement/rectification. **x.** Vendor would be permitted to lift the rejected material (subject to clause 2(A)(vii) above) "free of cost" within the period mentioned in Para 2(A)(iii) above. After this time, ground rent shall be applicable.

In cases where firm fails to lift the rejected material within the time period mentioned in para 3203 of IRS Condition of Contract, at the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Indian Railways Standard Conditions of Contract relating to the 'rejection of goods' and 'failure' and 'termination' add and Clause 3100-02 shall apply.

**xi.** In case disposal/closure/settlement of the Warranty Rejection Advice is not done by firm within the period of 60 days, Recovery Advice of equivalent amount of rejected material for which Warranty Claim has not been disposed/closed/settled shall be automatically sent from iMMS/UDM (depending upon from where Warranty Rejection Advice has been issued) to IPAS and the "Centralized Recovery Register" of IPAS shall be automatically updated for recovery. If any amount is already withheld against the "Warranty Rejection Advice", the same shall be treated as recovered amount and adjusted accordingly. For balance amount, any Bill Paying Authority across IR shall recover the amount mentioned in "Centralized Recovery Register" from firm's Page 5 of 12 Bill(s), if any. Paying Authorities should not delay the recovery and ensure recovery expeditiously. Even if the payable amount against a Bill and withheld amount are not enough for the full recovery against a Warranty Claim, the Paying Authority should proceed with partial recovery to the extent of payable amount against that Bill and balance recovery amount will remain in the "Centralized Recovery Register" for further recoveries from other Bill(s). After recovery, the "Centralized Recovery Register" should be automatically updated immediately to avoid multiple recoveries by different Railways and communicate the recovered amount to IMMS/ UDM.

**xii.** Generally, no rejected quantity replacement/rectification should be allowed once recovery has been made by Accounts or the recovery amount has been deposited by vendor. While receiving fresh replacement supplies/allowing Re-inspection/Rectification/Amount deposition by vendor against Warranty Rejection Advice after the period of 60 days, user in IMMS/UDM must ensure that these activities are allowed only to the extant the Claim amount has not been recovered by Railways. Once recovery of the warranty claim amount is made in IPAS/deposition by the firm, user will not be allowed to initiate process of receipt of fresh replacement supplies / Reinspection / Rectification to the extent recovery of the Warranty Claim amount has been completed in IPAS/deposited by firm against Warranty Rejection Advice.

However, there may be some cases against a Warranty Rejection Advice like:

a. Fresh replacement supplies have been received before recovery but material taken into Ledger by user after recovery
b. Re-inspection or Rectification allowed before recovery but material taken into Ledger by user after recovery
**c.** Amount deposited by vendor before recovery but details of such deposition entered by user after recovery
d. Warranty Rejection Advice withdrawn altogether after recovery
**e.** Any other incidence like Court /Arbitration Judgement/Order etc. after recovery In such cases, in all fairness; equivalent amount recovered has to be refunded to the vendor In case of (a) to (e) above, recovered inspection charges shall also be refunded to the inspection agency.

For such cases, the officer approving the Warranty Rejection Advice, with the approval of his officer next in hierarchy (minimum JA grade officer), can issue "Recovery Refund Letter" on iMMS/UDM on advice of the Stock Holder which shall be visible to all stake-holders including IPAS as well as vendor. Vendor may submit his Supplementary Bill on the basis of "Recovery Refund Letter" to the concerned Paying Authority which has deducted the refundable amount on-line or off-line; depending upon the case whether the Bill against which recovery has been made was submitted on-line or off-line. IPAS will pass-on information of all such refunds against a "Warranty Rejection Advice" to iMMS/UDM so that this information can be made available to all stake-holders. Necessary checks & balances should be provided in IPAS to ensure that vendor is not refunded the recovered amount more than the actual recovered amount or the amount mentioned in "Recovery Refund Letter".

**xiii.** Inspection of Replacement Supply- In line with IRS Conditions of Contract clause 0703, Vendor shall bear all cost of such replacement including freight, cost of inspection and inspection charges to inspecting agency, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account. The replacement supply shall normally be inspected by the same inspection agency which inspected and passed the original supply. However, inspection clause for replacement of quantity rejected under warranty can be changed from 3rd Party Inspection (RITES/RDSO etc.) to Consignee Inspection with the approval of minimum JA grade level officer of the office issuing Warranty Rejection Advice, duly considering practicability of the case due to low quantity/value, criticality of the item, quality issues involved etc.

**(B) For Warranty rejection in Shop/Shed etc of the material received from a PU or a Stores Depot or User Depot which is not the attached Depot of the end user including that received directly through centralized procurement (both Stock and Non-stock items)-**

i. In such cases it may not be convenient for the end user to either return the material or communicate to the Stores Depot/User Depot (where the accountal of supply received from vendor was originally made). Thus, in all such cases, the warranty rejected material shall be kept in safe custody of the end user. End User shall register the warranty complaints with reasons and other details, as required, on the system like CMM/FMM/WISE/SLAM/MU etc. available with them and electronically transfer such data to UDM through integrated system or shall register the warranty rejections directly in UDM (as convenient and practical for the enduser). "Warranty Rejection Advice" (i.e. warranty claims lodging) shall be issued to the firm with the approval of gazetted officer of the end user on UDM after linking with PO, R/Note/CRN/Accountal Details.
Before, issuing the "Warranty Rejection Advice", the concerned user of UDM & gazetted officer shall satisfy himself about the availability of the rejected material, correctness of PO and applicability of warranty period and ensure that other details including reason(s) of warranty rejection are genuine as per specification, drawing and terms and conditions of the Contract

ii The "Warranty Rejection Advice" shall be issued on UDM by End User to all concerned i.e. firm, purchaser, pre-inspecting agency (if known), vendor approving agency, paying authority etc without fail.

**iii.** Warranty Quantity Replacement

a. Replacement of rejected quantity shall be made at the end of end user.

b. The warranty quantity replacement will be supplied and accounted for in UDM through CRN. The CRN should be clearly marked as "Warranty Replacement CRN, Not for Payment".

iv. Other provision shall be as per sub-Para (iii) to (xiv) of Para 2(A) above, except Para (viii) of 2(A)

**(C) For Warranty rejections in the field where material rejected was fitted at some other Workshop/Shed/Depot- Material either received or fitted through Supply Contract or Works Contract or Service Contract (both Stock and Non-stock items)-**

**i.** In such cases it may not be convenient for the end user to either return the material or communicate to the Stores Depot/User Depot (where the accountal of supply received from vendor was originally made) or to the concerned Workshop where items were fitted.

ii. Such case shall also be dealt as per Para 2(B) above.

**(D) Warranty rejections of Rolling Stocks received from Railway PUs/PSUs/Workshops/Private Manufacturers and their components**

**-** i. Rolling Stocks are manufactured by following agencies:

| SN | Type of Rolling Stocks | Manufactured by |
|---|---|---|

| | | |
|---|---|---|
| 1 | Wagons | Private Manufacturers, Railway PSU, Railway Workshop |
| 2 | Coaches | Railway PUs/PSUs/Private Manufacturers |
| 3 | Locomotives | |
| 4 | Train-Sets | |
| 5 | MEMU, DEMU, EMU etc. | |

ii. Manufacturing Units of Rolling Stocks should provide the following details of all components/subassemblies used/fitted in that rolling stock to inspecting agency as well as consignee railway/end user. Inspecting agency, during inspection of Rolling Stock shall ensure digital capture/entry of this data into the respective digital platform.

a. Rolling Stock Number

b. Name of the Rolling Stock supplier

c. Contract number & Date against which Rolling stock supplied to Railway

d. Contact details of Rolling Stock Supplier

e. Name and address of component manufacturer and/or supplier.

f. Date of manufacture of component (MM/YYYY).

g. Inspecting agency for the component.

h. Inspection details of component

i. Warranty of component in months.

j. Vendor Approving agency of the component.

k. Batch/Product Marking, serial number etc of component

l. Any further details to facilitate complete identification of the supplier of component by end user

i. For individual components, all Rolling Stock Manufacturers/Suppliers shall be responsible to honour the warranty claims on the basis of warranty period of individual components instead of the entire rolling stock.

ii. The warranty settlement will be processed as per procedure as under

**a. Rolling stock is supplied by a private manufacturer or Railway/other PSUs-**

Warranty claim shall be lodged against Rolling Stock supplier.

This shall be same case as 2(B) above except that in case of items appearing in the approved vendor list of vendor approving agencies, information about such cases shall also be shared with vendor approving agencies.

Rolling Stock Supplier shall be the interface between Railway and component supplier. He has to organize the complete warranty settlement. Any action by the component supplier shall be at the specific direction and authority of Rolling Stock supplier.

b. Rolling stock supplied by Railway PUs, Workshop-

In all such cases, the warranty rejected material shall be kept in safe custody of the end user. End User shall register the warranty rejections with reasons of rejection and other details, as required, on the

system like CMM/FMM/WISE/SLAM/MU etc. available with them & transfer such data to UDM or shall register the warranty rejections directly in UDM (as convenient and practical for the end- user).

The concerned Railway PU or Workshop shall replace the rejected component within 60 days from warranty rejection registration date at the end of concerned end User registering the warranty rejection either as a fresh supply by Railway PU/workshop or get it replaced/rectified through the component manufacturer/supplier whose supplies have been rejected.

Simultaneously, the Railway PU/Workshop shall raise the warranty claim by issuing "Warranty Rejection Advice" on UDM on concerned component manufacturer/supplier separately from their end as per the process detailed in Para 2(B) above.

### 3. Rectification of the rejected stores

i. In case the vendor requests for rectification/repair of rejected stores in terms of Para 2, rectification/repair to be permitted in exceptional circumstances and only if the item can be effectively rectified/repaired at the user end and with specific prior approval of the officer next in hierarchy (minimum JA grade officer) to the gazetted officer issuing Warranty Rejection Advice. At the option of the Depot Officer/ officer of end-user (depending upon who has issued the "Warranty Rejection Advice"), rectification/repair of rejected stores by the firm shall be permitted within railway premises only.

ii. If firm requests to rectify/repair the rejected stores at its own premises, same shall be allowed only if the item has unique traceability to ensure that the rejected item cannot be supplied to any other consignee/user and if supplied, it can be traced. For taking out the rejected quantity for rectification/repair, equivalent value of rejected item shall be deposited by the firm.

iii. However, the rectification activity shall have to be completed within timelines given in subPara iii of case 2(A) from the date of issue of "Warranty Rejection Advice." After this, process for recovery shall be initiated.

### 4. Linking the rejected stores with PO, R/note, warranty period etc –

**i.** Marking of stores has been mandated as per Clauses 1103, 1302, and 2704 of IRS Condition of Contract, which must be ensured.

**ii.** Specification/drawing of the item should include conditions for marking of the item for establishing unique traceability of the item, accountability and performance monitoring of the item/supplier. Marking should be with manufacturer's name, lot/batch number, serial number, month and year of manufacture (in MM/YY format). If possible, Railways' purchase order number and date, consignee code, suppliers' IREPS vendor code and warranty period in number of months may also be included to have complete traceability. Drawing/specification must specifically indicate the types of acceptable marking mechanism/method. Marking method selection should be based on factors like item function, item geometry, type of surface, item size, operating environment, age/ life, criticality, cost, etc. Marking method prescribed in the drawing/specification should be good enough to ensure that unique traceability is possible for the lifecycle of the product and if not possible, at least up to the warranty period of the item.

**iii.** Direct Part Marking (DPM) for items shall be done based upon the criticality/cost/feasibility to have DPM of the item. The criticality/cost/feasibility shall be decided by the concerned Railway Board Directorates depending upon the nature of the item or/and its end use. This scheme will help in pin-pointing the responsibility, shall improve traceability, accountability and performance monitoring of the item and that of the supplier. Part Marking should be part of specification and should at least indicate manufacturer's name, lot/batch/item No., month, and year of manufacture in MM/YY format. If possible, Purchase Order number and date, consignee code, IREPS vendor code and warranty period in number of months may also be included. It shall be responsibility of the firm to develop a unique coding scheme/mechanism for ensuring traceability of its product. The firm shall intimate the same to the purchaser at the time of supply. In case it is not possible to have these details as part marking on the item, alternate marking scheme and its implementation may be decided by the concerned Directorates.

**iv**. Onus of marking and traceability as per purchase order shall be on vendor

iii. The record of fitment of item shall be captured digitally on UDM and/or other applications / Maintenance Modules like CMM/FMM/SLAM/WISE/MU etc.

iv. Capturing Warranty Period digitally in unambiguous terms:

**a.** In terms of RB letter No. 78/RS(G)/777/1 dated 07/05/2004:

**(i)** Warranty Clause specified in the tenders should normally be same as that in IRS conditions of contract.

**(ii)** Wherever it is considered necessary to have Warranty Clause in technical specifications at variance with Warranty Clause in IRS conditions of contract, then technical department, while submitting the indents, and while providing the specifications, will advise clearly about applicable Warranty Clause for procurement to avoid problems at post contract stage.

**(iii)** While procuring the material, it should be ensured that the applicable Warranty Clause is specified in tender documents clearly and in unambiguous terms.

**b.** Warranty clause if at variance with IRS conditions of contract shall be a specific clause in the tender/PO and shall supersede warranty clause of IRS conditions of contract. Page 10 of 12 Else it should be mentioned in tender conditions that warranty as per IRS conditions of contract is applicable. Both should never be included in the tender.

**c.** A field of Warranty period for the item under procurement may also be indicated on IREPS while floating tender for the same

**d.** Data of warranty period should be captured in digital form in terms of number of months and should get reflected in tender, contract, Inspection Certificate and R/Note in digital form and should be known to the end-user.

**e.** During inspection/receipt of the item, inspecting Agency and material accepting authority shall ensure marking as per purchase order.

**vii.** While issuing the stores, "Issue Note" should be linked with warranty period in months, RO number, PO number/date and Depot Code as well, so that supply details and exact warranty period is known to consignee/end user.

**viii.** IMMS and UDM systems should be able to provide the complete supply details i.e. PO No./ Date, Vendor Name, Challan No./Date, warranty period etc. for the consignment to be rejected.

**ix.** Online provision shall be made for entering the complete details of item as per Para 1 (iii) above by the vendor at the time of dispatch and that should be captured on iMMS/UDM while accepting the material.

**5.** All efforts should be made to link the warranty rejected item with P.O. However, if it is not possible to link the PO, warranty period mentioned in drawing/specification shall be taken into consideration or if not mentioned therein, it shall be as per IRS conditions of Contract. In such cases the warranty period shall be applicable from the end of month next to manufacturing month mentioned on material (assuming that stores are supplied after inspection after 30/45 days from the actual date of manufacture).

5.1 The Warranty settlement in such cases shall be as per para 2(B) above, except following

**a.** As PO details shall not be available, details of PO, R Note, CRN etc may not be included in Warranty Rejection Advice and other communications.

**b.** The value of rejected materials shall be decided on the basis of rate of component as per latest PO available.

**c.** If Inspecting Agency of the rejected store is not known, warranty rejection advice shall not be sent to inspecting agency and para 2(A)(v) shall not be applicable.

**d.** If Inspecting Agency of the rejected store is not known, the inspecting agency for the replacement supplies shall generally be as per the inspection policy followed for normal procurement or as per Para 2 (A-xiii) above.

## 6. Authority to adjudicate the disputed warranty cases and authority to decide appeal

**i.** For all warranty rejection cases, the controlling officer of minimum JAG level of the office issuing 'Warranty Rejection Advice" shall be adjudicating the disputed cases. His decision shall be binding on all the parties.

ii. All the disputes, legal matters, etc. arising out of warranty claim shall be handled directly by the office issuing the "Warranty Rejection Advice".

## 7. Handling Epidemic Failures

Any recurring/large scale rejections from a particular lot will lead to epidemic failure.

**i.** Whenever the quantity rejected anytime during the warranty period exceeds 5% of the total supplied lot against a particular contract, it will be considered as Epidemic Failure. However, in case of failures related to items which are extremely critical from safety consideration (like critical components or sub-parts of air brake system, wheel discs, axles, propulsion system etc.), RDSO/PU may pre-define a lower percentage for considering the occurrence of epidemic failure. This condition should be declared in the tender document for procurement of such items.

ii. Same steps as mentioned at para 2, as applicable, to be followed. However, instead of rejecting only defected quantity, entire lot should be rejected. Even if some quantity of such lot has been used/fitted, the same may also be identified and called back from service, to the extent possible, by the concerned technical department for issuing warranty rejection.

**iii.** Joint Inspection shall be conducted as per extant provisions.

**iv.** In case warranty rejection is established in joint inspection, the vendor shall replace entire lot (as available, refer point ii above) duly inspected by inspecting agency as per contract on his own expenses.

**v.** Replacement supply should be inspected by the same agency which has previously inspected the supplies.

**vi**. Epidemic failure is essentially considered as very poor quality performance and should be reflected on the performance of vendor/Inspecting agency accordingly.

vii. Concerned Inspection /Quality monitoring/Vendor approving agencies should conduct root cause/failure analysis of the failure and QAP of vendor shall have to be re-validated. They should also suggest improvement in inspection methodology/Quality Assurance Plan to avoid failures.

**8**. In case the vendor disputes the Warranty Rejection as per Warranty Rejection Advice, representation from vendor should be sent through IREPS system to the officer issuing Warranty Rejection Advice within 7 days from the issue of Warranty Rejection Advice. In such case a joint inspection shall be organised by the officer issuing Warranty Rejection Advice for the grounds of warranty rejections mentioned in the Warranty Rejection Advice.

9. In all cases of warranty rejections where items are appearing in the approved vendor list of vendor approving agencies, information about such cases shall also be shared with vendor approving agency as per Para 1 (vi) above for performance monitoring and capability/capacity assessment/delisting/down gradation of the vendor and review of the design/specifications/STR if required. If required, based on merit of the case, Vendor approving agencies may take appropriate decision on suspension of inspection .

10. Data of the warranty rejections shall be analysed item-wise and vendor-wise by the Quality monitoring/vendor approving agency to identify the areas for improvements in systems, processes and design/specification.

11. The recovered amount from the vendor should be credited in the same allocation of the end use in which the item was originally procured.

12. Since complete process is being considered for digitisation, procurements (including Railway Board procurements) which are not being done through iMMS, should also be done through iMMS and Contracts issued through iMMS.

**NOTE:**

For ease of understanding, a sample flow chart for case 2(A) is enclosed. Other cases (Case 2(B) to 2(D)) involve only minor modifications of the same. In case of any difference between this circular paras and flow chart, the circular para shall prevail.

**Annexure 5.14**

## General Financial Rules 2017

**Sub:** Relaxation under Rule 161(iv) of General Financial Rules 2017 for issuance of Global Tender Enquiry (GTE)for procurement of Drugs – reg.

**Ref:** Railway Board's letter No . 2020/RS(G)779/2-Part(1) (E3322671) Dt- 12.06.2024.

1. Attention is invited to this Department's OM No.F.12/17/2019-PPD dated 15.05.2020 regarding amendment in Rule 161(iv) General Financial Rules (GFRs) 2017 stipulating that no Global Tender Enquiry (GTE) shall be invited for tenders upto Rs.200 crore. However ,in exceptional cases ,where the Ministry or the Department feels that there are special reasons for issuance of GTE ,it may record its detailed justification and seek prior approval for relaxation to the above Rule from the competent authority i.e. Secretary (Coordination)Cabinet Secretariat.

2. In this context ,Ministry of Health & Family Welfare (MoH&FW) has requested to exempt procurement of 120 drugs from the above instruction .

3. In view of request of MoH&FW, a general exemption has been granted herewith under Rule 161 (iv) of GFRs 2017 ,from the instructions issued by this department vide OMs No.F.12/17/2019-PPD dated 15.05.2020 & 28.05.2020 ,for issuance of GTE for procurement of 120 drugs listed at Annexure-A till 31.03.2027 or further orders.

| S.No | Name of the drug |
|---|---|
| 1. | Abemaciclib 50mg/100mg/150mg/200mg |
| 2. | Abrocitinib Tab 50 mg/100mg/200mg |
| 3. | Aflibercept 40mg |
| 4. | Alecensa150mg(Alectinib(150mg) |
| 5. | Alglucosidase Alfa vial for Inj. |
| 6. | Amivantamab 350mg |
| 7. | Atezolizumab 840mg/1.2 mg |
| 8. | Avalgluosidase Alfa –ngptvial for ing. |
| 9. | Avelumab injection:200mg/10ml.(20mg/ml) solutionin single-dose vial |
| 10. | Basiliximab20mg |
| 11. | Brolncizumab solution forinjection 120mg/ml(vial-filter needle) |
| 12. | Capmatinib flim-coated tablet 200mg |
| 13. | Catridecacog (rDNA factor XIII2500 IU) |
| 14. | Crizanlizumab 100mg/10ml |
| 15. | Crizotinib tab/capsule(250mg) |
| 16. | Dabrafenub capsules 75 mg |
| 17. | Daratumumab 100mg 400mg & Daratumumab Subcutaneoos (faspro )1800mg |
| 18. | Degludec 100 I.U/ ML Insulin ,Prefilled Pen3 ml |
| 19. | Desfulrane Anaesthetic liquid (SUPRANE) |
| 20. | Detemir Insulin 100 IU/ml 3ml pen |
| 21. | Dulaglutide 0.75 mg ( Brand Trulicity 0.75 mg pre filled pen) & Dulaglutide Inj-(Brand Trulicity 1.5 pre filled pen |
| 22. | Dupilumab injection 300mg/2ml and 200mg/1.14 ml |
| 23. | Durvalmab 120mg/500mg |
| 24. | Empagliflozin+Metformin tabs Various fixed does combination) |
| 25. | Evrysdi 0.75mg /1ml 80poso in (Risdiplam) |
| 26. | .Fabrazyme (Agalsidase beta) |
| 27. | Factor eight inhibitor by passing activity<br>Containing: Factor Eight Bypassing activity ,Anti inhibitor-congulant complex. 500IU |
| 28 | FASENRA tm (Benralizumab ,prefilled syringe) Benralizumab each injection contains benralizumab 30mg |
| 29 | Finerenone 10mg/20mg TAB |
| 30. | Genryzon (Somatogropn) |
| 31 | Golimumab 50mg /0.5ml (Simponi 50mg Injection-J&J) |
| 32 | Herpes Zoster Vaccine recombinant adjuvanted brand name :Shingrix |
| 33 | Human Coagulation Factor VII INJ –Each vial to contain : human recombinant coagulation factor VII activated (r-DNA origin ) 1mg each vial to contain : human recombinant coagulation factor VII activated (r-DNA origin) 2mg |
| 34 | Idursulfase injection :6mg/3ml. (2mg/ml) in single –use vial |
| 35 | Imiglucerase injection:400 units of imiglucerase as a lyophilized powder in a single-dose vial . |
| 36 | Inj Natalizumab 300mg/15ml |
| 37 | Inj Panitumumab 100mg |
| 38 | Inj Pembrolizumab 100mg |
| 39 | Inj Spesolimab IV infusion 450mg/7.5ml |
| 40 | Inj Tissue type plasminogen activator (tPA) |
| 41 | Inj Insulin Degludec 70%-Insulin as part 30% 100IU/ml. 3ml /Cartridge (RYZODEG PENFILL) |
| 42 | Inj Ixekizumab 80mg (Copellor) |
| 43 | Inj Mepolizumab Solution 100MG |

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|---|---|
| 44 | Inj .Thyrotropin alfa 1.1 mg (THYROGEN) |
| 45 | Inonza (Inotuzumab Ozogamicin) |
| 46 | Insulin Analogue of 50% Insulin Aspart -50% longer acting analogue 100 IU/ml |
| 47 | Unsulin Aspart Inj-Each Vial to contain Aspart (r-DNA Origin) |
| 48 | Insulin Glulisine Injection(Monocomponent Insulin Glulisine )100IU/ml.3ml |
| 49 | Insulin Inj-each cartridge to contain:25% Lispro and 75% Lispro Protamine Suspension(100 IU/ml Monocomponent Insulin Recombinant DNA Origin) 3ml Cartridge.Each Cartridge to contain:50% Lispro and 50% Lispro Protamine Suspension (100 IU/ml)(Monocomponent Insulin.Recombinant DNA Origin )& 3ml Cartridge |
| 50 | Intravitreal Dexamethasone Implant-each inj to contain: Intravitreal Dexamethasone 0.7mg |
| 51 | KADCYLA (Trastuzumab emtansine )(Sterile power for concentrate for infusion solution 100mg and 160mg vial (20mg/ml) |
| 52 | Kyzific(Asciminib film –coated tablets 40mg ) |
| 53 | Laronidase injection 2.9mg/5ml (0.58mg/ml)of Laronidase in a single-dose vial |
| 54 | Lemtrada (Alemtuzumab ) |
| 55 | Lorbriqua (Lorlatinib) |
| 56 | Luspatercept 25mg and 75 mg (Brand Name Rojuzda) |
| 57 | Louropin Alfa –r-DNA (Recombinant Leutinising Hormone 75 IU ) Powder with 1ml solvent for solution for injection . |
| 58 | Miglustat (Zavesca ) (Opfolde) |
| 59 | Obinutuzumab Inj-EachVial to contain : Obinutuzumab 1000mg |
| 60 | OCREVUS (Ocrelizumab) Concentrate for solution for infusion 300 mg /10ml .vial (30mg.ml) |
| 61 | Olipudase alfe –rpep vial for Inj. |
| 62 | Pertuzumab Inj-Each 14ml Vial to contain :Pertuzumab420 mg (30mg/ml) |
| 63 | PHESGO Solution for subcutaneous injection 600mg+600mg(10ml/15cc vial)1200mg+600mg( 15ml/20cc vial) Pertuzumab (600mg)+Trastuzumab(600mg) Pertuzumab (1200mg)+Trastuzumab(600mg) |
| 64 | Pneumovax 23 (pneumococcal vaccine polyvalent for 23serotypes)& pneumococcal Vaccine-Each0.5ml to contain pneumococcal Polysaccharide Conjugate Vaceine (13 Valent) |
| 65 | POLIVY (Polatuzumab vedotin )[20mg/ml]Powder for concentrate for solution for infusion 30ml/vial and 140 mg /vial |
| 66 | RAMUCIRUMAB 100MG &500 MG(BRAND)-CYRAMZA) |
| 67 | RECOMBINANT ANTI HEMOPHILLIC FACTOR –VIII |
| 68 | RUXOLITINIB 5MG.15 MG.20MG TABLET |
| 69 | Secukinumab Inj-Each 1ml to contain :<br>Secukinumab 150mg .Sucrose 92.43mg .L-Histidine L-Histidine Hcl Monohydrate 4.656mg Polysorbate 80 -0.60 mg. |
| 70 | Selumetinib (Koselugo) |
| 71 | SEMAGLUTUDE 3MG/7MG/14MG TAB |
| 72 | Sybrava (Inclisiran solution) for injection in pre-filled syringe 284 mg/1.5 mL) |
| 73 | Tab,Dacomitinib Manohydrate 30mg .(Tab Dacoplice 30Mg.) |
| 74 | Thymoglobulin(Anti human thymocyte immunoGlobulin (rabbit).25 mg/ml) |
| 75 | Trametinub 0.5 mg and 2 mg tablets |
| 76 | Trelegy Ellipta {(Fluticasone Furoate (100 mcg)+<br>Umeclidinium (62.5 mcg)+Vilanterol (25 mcg)} |
| 77 | Ustekinumab 90 mg and 130 mg |
| 78 | VABYSMO (Faricimab ) [120mg/ml] |

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|---|---|
| 79 | VERICIGUAT 2.5 MG/5MG/10MG |
| 80 | VERTEPORFIN 15 MG |
| 81 | YERVOI (Ipilimumab) |
| 82 | Follitropin Alfa 450 IU (r-FSH)-Lutropin Alfa 225 IU(r-FSH)in Pre-filled pen(Pergoveris TM 450IU Pre-Filled Pen)&Follitropin Alfa 900 IU((r-FSH) +Lutropin Alfa 450 IU(r-FSH)( Pergoveris TM 900IU Pre-Filled pen) |
| 83 | TEPOTINIB HYDROCHLORIDE HYDRATE 250 MG EQUIVALENT TO TEPOTINIB 225 MG |
| 84 | GARDASIL @9(Human Papillomavirus 9-valent Vaccine, Recombinant) Suspension for intramuscular injection & Human Papillomavirus –Each 0.5 ml to contain: Human Papillomavirus Quadrivalent (6.11.16.18) Vaccine ,Recombinant |
| 85 | Synvise One (Hylan Polymer (A&B)G-F 20) 8mg/ml &Hyaluronic Acid (20mg) & Cross Linked Sodium Hyaluronic Acid 1-2.9 mDa.22mg/ml 4ml PFS |
| 86 | CANAGLIFLOZIN 100/300MG TABS |
| 87 | Canagliflozin 50mg- Metformin 1000mg & Canagliflozin 50mg- Metformin 500 mg |
| 88 | EMPAGLIFLOZIN+LINAGLIPTIN TABS VARIOUS FIXED DOSE COMBINATION & EMPAGLIFLOZIN 10MG+LINAGLIPTIN 5 MG TAB/CAP |
| 89 | EMPAGLIFLOZIN10MG/25MG |
| 90 | OSIMERTINIB 80MG |
| 91 | RIBOCICLIB TABLET (CAPSULE 200MG) |
| 92 | Tab Baricitinib2mg/4mg |
| 93 | CETUXIMAB 100MG/500 MG |
| 94 | Inactivated Influenza Vaceine (Surface Antigen) (Quadrivalent) |
| 95 | TOUJEO SOLOSTAR 1.5 ml pen(INSULIN GLARGINE INJECTION 300U/ML) |
| 96 | Injection Human Rabies Immunoglobulin (HRIG)150 IU/ML IN 2ML PFS |
| 97 | Emicizumab Inj –Each Vial Contains: Emicizumab30mg for Sub Injection (R-DNA Origin)Each Vial Contains, Emicizumab 60 mg for Sub Cut Injection (R-DNA ORIGIN) |
| 98 | Flavedon OD 80 MG { (Trimetazidine ( 80MG) (Prolonged Release) |
| 99 | Ibrutinib Tab /Cap –Each Cap /Tab to contain:Ibrutinib140 mg |
| 100 | NIVOLUMAB 100 MG INJ, Nivolumab 40mg |
| 101 | Nonacog Beta Pegol 500 IU /1000IU/2000IU |
| 102 | Trastuzumab deruxtecan (Enhertu) |
| 103 | ACTEMRA (Tocilzumab ) Concentrate solution for infusion 80mg/4ml vial and 200 mg/10ml vial and 400 mg /20ml vial [20mg/ml] |
| 104 | CAPD Bag-Each bag to contain: CAPD Bag 7.5 % of Icodextrin with Asymmetrical Y Connector |
| 105 | Goseralin Inj- Each PFSto contain :Goserelin 3.6mg or 10.8 mg |
| 106 | Floseal 5ml (Haemostatic-Each 5ml to contain :Haemostatic Matrix with prefilled Gelatin Granules In Syringes)& Floseal 10ml (Hemostar-Each PFS TO CONTAIN :Hemostatic Matrix with Thrombin in Prifilled Syringe 10 ml ) |
| 107 | Infliximab (Powder for Concentrate for Solution for Infusion 100 mg ) |
| 108 | Isavuconazole 100mg caps. |
| 109 | LIRAGLUTIDE 6MG/ML 3ML |
| 110 | Meningcoccal tetravalent Conjugated |

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|---|---|
| 111 | Methoxy Polyethylene Glycol-Epoetin Beta Each PFS to contain: Methoxy Polyethylene Glycol-Epoetin Beta100mcg ,Methoxy Polyethylene Glycol-Epoetin Beta<br>Each PFS to contain :Methoxy Polyethylene Glycol-Epoetin Beta 50mcg Methoxy Polyethylene Glycol-Epoetin Beta Each PFS to contain : Methoxy Polyethylene Glycol-Epoetin Beta 75mcg |
| 112 | Omalizumab 150mg PFS |
| 113 | Paliperidone palmitate- Prolonged-Release Suspension for Inj.75mg.100mg &150mg |
| 114 | Ranibizumab 1.650 mg0. 165ml PFS |
| 115 | Risperidone prolonged-release suspension Injection 25.0mg/37.5mg /50.0mg |
| 116 | Tab cap. Netupitant 3oo mg.- Palanosetron 0.5mg.)(AKYNZEO CAPS) |
| 117 | Triplc Chamber Bag Each Bag to contain: Triplc Chamber Bag With Lipid Emulsion (80%. Olive. Oil & 20% soya oil). Amino Acids, Glucose. And Electrolytes Separated By peel seals for Central Intravenous. &<br>Triplc Chamber Bag - Each Bag to contain: Triplc Chamber Bag With Lipid Emulsion (80%. Olive. Oil & 20% soya oil). Amino Acids, Glucose. And Electrolytes Separated By peel seals for Peripheral Intravenous. |
| 118 | Triptorelin Pamoate Inj-Each Single Dose Vial Contains (Sterile Lypholized) Triptorelin Pamoate Equivalent to Triptoretin11.25mg |
| 119 | Peritoneal Dialysis solulion with 1.5%, Dextrose &<br>Peritoneal Dialysis solulion with 2.5%, Dextrose |
| 120 | Human Growth Hormone Each Cartridge to contain :Somatropin 16 IU(R-DNA Orogin ) Somatropin 5.3 mg/ml (R-DNA Origin) |

# Medical Drugs

## Annexure 5.14 (a)

| Sr.NO | Name Of the drug | |
|---|---|---|
| 121 | Highly Puritied menotropin coresponding to activity ot FSH & LH Each of '1200 lU +j pRE fi ed solvent syring containing water for injeclion with mcresol 1.1 ML | Vial |
| 122 | Highly Purified menotropin corresponding to activity of FSH & LH Each of 600 lU +1 PRE filled solvent containinq water for injection with mcresol 1.1 ML | Vial |
| 123 | Menotropin 106orresponding to activity of FSH & LH Each of 75 lU + 1 PRE filled sotvent syring containing water for injection with M cresol '1.1 ML | Vial |
| 124 | Somatropin EP (Recombinant 4 MG (12 lU) +1 4pp6r;" Human Growth Hormone) of Bacteriostatic Sodium Chloride lni. USP 3.5 ML | Vial |
| 125 | Carbomer 980 2 MG+Hypromellose 3 MG Drops | Tube of 10 gms |
| 126 | Sodium Hyaluronate 0.'15% Potyethylene Glycot 4OO 0.4%, Propylene clycol 0.3%, Hydroxypropyl Guar 8A, Boric acid, sorbitol and polyquaternium-1 0.001% Preservative with drop –Tainer Dispensing System | Bottle of 10 ml |
| 127 | Dinoprostone (PGE2) 10 MG | 1 Vaiginal Passary |

**Annexure 5.15**

**General Financial Rules 2017**

**Sub:-** Relaxation under Rule 161(iv) of General Financial Rules 2017 for issuance of Global Tender Enquiry (GTE) for procurement of Medical Devices –reg.

**Ref:-**Railway Board's letter No . 2020/RS(G)779/2-Part(1) (E-3322671) Dt- 02.07.2024.

Attention is invited to this Department's OM No F.12/17/2019-PPD dated 15.05.2020regarding amendment in Rule 161 (iv) of General Financial Rules (GFRs) 2017 stipulating that no Global Tender Enquiry (GTE) shall be invited for tenders upto Rs .200 crore .However , in exceptional cases , where the Ministry or the Department feels that there are special reasons for issuance of GTE, it may record its detailed justification and seek prior approval for relaxation to the above Rule from the competent authority i.e. Secretary (Coordination) cabinet Secretariat.

**2.** In this context ,Ministry of Health & Family Welfare (MoH&FW) has requested to exempt procurement of 354 Medical Devices from the above instructions .

**3.** In view of request of MoH&FW, a general exemption is hereby granted herewith under Rule 161 (iv) of GFRs 2017 , from the instructions issued by this Department vied OMs No .F.12/17/2019-PPD dated 15.05.2020 &28.05.2020 , for issuance of GTE for procurement of 354 medical Devices listed at Annexure –A till 31.03.2027 or further orders

**4.** In this context ,it is further clarified that .

a. The machine system includes spare parts and accessories which may be procured by procuring entities together or separately.
b. Procuring entity concerned may frame the detailed technical specifications for the above devices as per their requirements.

| S.N. | GTE Device/Equipnienl |
|---|---|
| 1 | Continuous Plexus Block Management Catheter |
| 2 | Therapeutic Hypothermia Device |
| 3 | Integrated Difficult Airway Scope System |
| 4 | Digital Anaesthesia Machine with Digital Vaporisers, with Integrated Charting System |
| 5 | Apheresis Machine |
| 6 | Automated Blood Component Processor |
| 7 | Blood Component Irradiator |
| 8 | Dry Plasma Thawing System |
| 9 | Bio-Banking and Archiving Equipment |
| 10 | Electro Physiology System 2D 3D EP catheters instruments accessories |
| 11 | Pacemakers (MRI Compatible headless DDDR) |
| 12 | Automatic Implantable Cardioverter Defibrillator (AICD) |
| 13 | Cardiac Resynchronisation Therapy-Pacing /Defibrillator (CRT-P/CRT-D) |
| 14 | Digital Subtraction Angiography System |
| 15 | Venous Coupler System |
| 16 | Paclitaxel Coated Balloon with Citrate Ester Excipient |
| 17 | Polymer Based Paclitaxel Eluting Stent for SEA |
| 18 | Pneumatic Hand Pump for Balloon Dilatation |
| 19 | Hydrophilic Coated Angiographic Catheter |
| 20 | 3D Electro Anatomical Mapping System, with Consumables |
| 21 | Intra-Cardiac Echocardiography System, with Consumables |
| 22 | Suture Mediated Vessel Closure Device |
| 23 | Floppy Wire for Zero Coronary Angioplasty |
| 24 | Intra-operative Imaging and TTFM for Cardiothoracic Surgery' |
| 25 | Intra Aortic Balloon Pump (IABP) |
| 26 | Haemostasis System for Cardiothoracic Surgery |
| 27 | Impel la Device for Cardiothoracic Surgery |
| 28 | Hemodynamic Recorder for Cardio Vascular Lab |
| 29 | Cardiopulmonary Bypass Machine |
| 30 | Left Atrial Appendage Closure Device |
| 31 | Mitral Transcatheter Edge to Edge Repair Device |
| 32 | Valved Conduits for Heart Surgery |
| 33 | Bioprosthetic Heart Porcine Valve I Aortic Mural I |
| 34 | PDA Occluder (Double Disc) PVL LAA PFO ASD Occluder |
| 35 | Mitral Valve Annuloplasty Repair Ring |
| 36 | Self- Expanding Transcatheter Aortic Valve Implantation Replacement Device |
| 37 | Pencardial Patches |
| 38 | High Frequency Chest Wall Oscillation Airway Clearance System |
| 39 | Endomotor (Endodontic Electric Motor) |
| 40 | Transillumination Canes Detector |

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|---|---|
| 41 | Intraoral Scanner Image Plate Scanner |
| 42 | Orthopantomogram CBCT Scan |
| 43 | Derma Scope Dermatoscope |
| 44 | Intense Pulsed Light Therapy Device |
| 45 | Microneedling Radio Frequency Equipment |
| 46 | Microinjection System (Microinjector, Micromanipulator. Pipette Puller) |
| 47 | Motor Electric Dermabrader |
| 48 | Digital Stroboscope for ENT applications |
| 49 | Bone Anchored Hearing Aid (BAHA) |
| 50 | Cochlear Implant System (with or without Speech Processor) |
| 51 | Auricular Reconstruction Set |
| 52 | Endoscopic Sinus Surgery Set |
| 53 | ENT Workstation |
| 54 | OAE Screening System |
| 55 | Audiometer: Fixed Portable with or w/o Tympanometer |
| 56 | Microdebrider for ENT Surgery |
| 57 | Sialendoscopy Set |
| 58 | High Resolution .Manometry System |
| 59 | Wireless Capsule Endoscopy System |
| 60 | Fibro Scan Machine |
| 61 | Choiangioscopy Direct Visualization System with Accessories |
| 62 | Lumen Apposing Stents |
| 63 | High Definition Upper Lower Flexible Endoscopic System for 3rd Space Endoscopy |
| 64 | Balloon Assisted Enteroscopy System |
| 65 | Reusable Flexible Dueodenoscope with Disposable Cap |
| 66 | Endoscopic Suturing and Plication Device for Bariatric Surgeries |
| 67 | Continuous Glucose Monitoring System |
| 68 | Platform Pedography System |
| 69 | Vaccum Assisted Breast Biopsy Machine |
| 70 | Mesh: Dual-layered Preshaped Absorbable |
| 71 | High Throughput Single Cell Analysis System |
| 72 | Automated Disintegration Test Apparatus |
| 73 | Dissolution Test Apparatus with Auto Sampler |
| 74 | Karl Fischer Titrator |
| 75 | Fourier Transform Infrared Spectroscopy |
| 76 | Bio-layer Interferometry |
| 77 | Flow Cytometry. Automated Cell Counter |
| 78 | Gas Analyzer Automatic for CO2.02. N2 |
| 79 | Cytoprep Centrifuge with Vortex Mixer |
| 80 | Activated Clotting Time Machine |

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| 81 | Isothermal Calorimeter |
| 82 | Automated High Throughput Liquid Based Cytology (I BC) System |
| 83 | Higli Resolution Atomic Force Microscopy |
| 84 | Carbon Coater (Evaporator) for Grids |
| 85 | Higli Performance Chromatography including Thin<br>Laver HPLC/UHPLC/FPLC HhHPLC/ HPLC (coupled with Mass Spectrometry) |
| 86 | Gel Imaging and Documentation System |
| 87 | Fully Automated NAT (Nucleic Acid Testing) System |
| 88 | Next Gen Sequencing Machine for DNARNA |
| 89 | Automated Cartridge Based Nucleic Acid Amplification System (CB-NAAT) |
| 90 | Polymerase Chain Reaction Machine (Multi-Block Gradient Droplet Digital Real Time) |
| 91 | Electrophoresis System: Agarose Gel Pulse Field Vertical Gel On-Chip |
| 92 | Automated Capillary DNA Sequencer |
| 93 | Automated Cell Viability Analyser with accessories |
| 94 | Automated Liquid Handling System for Serial Dilutions |
| 95 | Automated Nucleic Acid Protein Purification System |
| 96 | Automated Tissue Microarray & TMA Software |
| 97 | Cell Morphology Biosensor |
| 98 | Digital Slide Scanning System with Research Grade Microscope linage Analysis Software |
| 99 | Electron Microscope |
| 100 | ELISAELISPOT Reader |
| 101 | Film Array Mulltiplex PCR System |
| 102 | Advanced Gas Chromatography equipment |
| 103 | Gel Electrophoresis Equipment with Accessories |
| 104 | High Content Screening Systems |
| 105 | Mass Spectrometers (including combinations with Liquid Gas Chromatography) |
| 106 | Inductively Coupled Plasma Mass Spectrometry (1CP-MS) |
| 107 | Fluorescent Microscope Portable Fluorescent Microscope |
| 108 | Liquid Based Cytology System |
| 109 | Magnetic Bead Based Multiplex Immunoassay System |
| 110 | Ion Exchange Chromatography System |
| 111 | Automated Mercury Analyser |
| 112 | Bilirubin Analyser: Micro Method Transcutaneous |
| 113 | Metaphase Finder System with Fluorescence |
| 114 | Multimode Microplate Reader and Fluorimeter |
| 115 | Microwave Digestion System |
| 116 | Multiplex Protein Array Suspension Array System |
| 117 | Advanced Spectrophotometer |
| 118 | Point of Care Device for Cardiac Biomarkers (CKMB, Troponin, BNP. Myoglobin) |
| 119 | Ultracentrifuge Machines |
| 120 | Spectrometer Spectroscope Spectrofluorometer Texture Analyzer |

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| 121 | Vacuum Assisted Automatic Tissue Processor |
| 122 | Western Blotting Apparatus |
| 123 | X-Ray Diffraction Equipment |
| 124 | Fully Automated Immunoassay Systems: Enzyme I inked Fluorescent Assay (ELFA)/Chemiluminescence Enzyme Immunoassay (CLEIA) Electrochemiluminescence Immunoassay (ECLIA) |
| 125 | Fully Automated C linical Chemistry Analyzer, standalone or integrated with Electrochemiluminescence Immunoassay Analyzer (ECLIA) or other Immunoassay Systems |
| 126 | Thalassaenua and Hemoglobinopathy Testing System |
| 127 | Fully Automated High Throughput Hematology Analyzer, with Instruments and Accessones |
| 128 | Automated Sample Preparation System for Flow Cytometery |
| 129 | Fully Automated Nephelometry Analyzer |
| 130 | Microarray Facilities for Genetic Analysis |
| 131 | Fully Automated Slide Stainer: Histopathology Histochemistry' Hematology |
| 132 | Workstation for Multi-PTM Analysis (Proteomics) |
| 133 | Automated Microbial Identification and Antibiotic Susceptibility System |
| 134 | Automatic Colony Counter |
| 135 | Automated Continuous Monitoring Blood Culture System |
| 136 | Automated Coverslipper |
| 137 | Automated T.B. Culture and Drug Sensitivity Delect ion System |
| 138 | Image Analyser cum Viral Foci Counter |
| 139 | Computerized Archival System for Histopathology & Cytology |
| 140 | Handheld ICG Fluorescence Imaging System |
| 141 | Video Assisted Thoracic Surgery (VATS) Set Instruments |
| 142 | Flow Track Cardiac Output Monitoring |
| 143 | Slander's Jet Ventilator for Emergency Airway |
| 144 | T-Piece Resuscitator |
| 145 | CO2 Fraction Laser |
| 146 | Cavnational Cavitron Ultrasonic Surgical Aspirator (CUSA) |
| 147 | Endoscopic Saphenous Vein Harvesting (EVH) System |
| 148 | Neuro Muscular Block Monitoring System |
| 149 | TTmocular Compound Phase Contrast Microscope (with Camera. Imaging system) |
| 150 | Higli End Operating Microscope |
| 151 | C ryostat/C ryomicrotone |
| 152 | FFR (Fractional Flow Reserve) Machine |
| 153 | Trans-Oesophageal Echo Cardiograph |
| 154 | Intravascular Ultrasound (IVUS) |
| 155 | Advanced Material Surgical Instruments-AII Surgical Specialities |
| 156 | Thromboelastogram ( TEG) Thromboelastometer ( ROTEM ) |
| 157 | TRS Modular Drive for Drill Reamer Sagittal Saw System |
| 158 | Mobile Endoscopy Unit |
| 159 | Electrical Impedance Tomography (EIT) |

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|---|---|
| 160 | FNIRS (Functional Near Infrared Spectroscopy) System |
| 161 | Video Bronchoscope with tip mobility m four directions |
| 162 | Freeze Fracture System |
| 163 | Cryo Plunge Freezing Unit |
| 164 | Full Endoscopic Lumbar IT & ED set |
| 165 | Rapid Blood Fluid Flow' Wanner |
| 166 | 3D Printer Hardware and Machine Interface Software |
| 167 | Surgical Navigation System |
| 168 | Transcutaneous Oxygen Monitor |
| 169 | Non-Invasive Jugular Oximetry Monitor |
| 170 | Automated. Integrated 1CU Monitoring and Charting System |
| 171 | Viscoelastic Global Coagulation Testing Device |
| 172 | Stimulator Systems: Transcramai Deep Bram Intra-operative |
| 173 | Cell Saver for Intra-operative Blood Salvage |
| 174 | CHNS (Carbon. Hydrogen. Nitrogen. Sulphur. Oxygen) Analyzer |
| 175 | Ultrasonic Cutting. Coagulation. Vessel Sealing System, standalone or integrated with Bipolar Device, with Hand Instruments for Open Laproscopic Surgery' |
| 176 | Radiofrequency Cutting. Coagulation and Vessel Sealing System, standalone or integrated with Bipolar Device, with Hand Instruments for Open Laproscopic Surgery |
| 177 | Cone Beam Computed Tomography: Mobile Fixed Intraoperative |
| 178 | Continuous Renal Replacement Therapy Machine |
| 179 | High Fidelity Mannequins for medical'surgical training |
| 180 | High Fidelity Simulator Systems: All Specialities |
| 181 | Extra Corporeal Shockwave Lithotnpter |
| 182 | Atherectomy System: Coronary Rotational Orbital Carotid |
| 183 | Fenestrated Stabilization System |
| 184 | Fibreoptic Bronchoscope for Adult Paediatric use |
| 185 | Hyperthermic Intravesical Chemotherapy (HIVEC) System |
| 186 | Intra Cranial Pressure Monitoring Device |
| 187 | Intraoperative Neuromonitonng System |
| 188 | Lymphovascular Microscope |
| 189 | MRI 3Tesla Intraoperative MRI System |
| 190 | High End Intraoperative Ultrasound for Surgeries |
| 191 | High End Surgical Drill System with Attachments |
| 192 | Rigid Bronchoscope Rigid Esophagoscope (Adult Paediatric) |
| 193 | Super-microsurgery Systems |
| 194 | Endoscopic Ultrasound Endobronchial Ultrasound System (EUS EBUS) |
| 195 | Endoscopic Ultrasound Fine Needle Biopsy (EBUS FU 1NBi Machine with Needles |
| 196 | C'utting Scoring Balloon: Peripheral Coronary |
| 197 | Pharmacomechanical Thrombectomy System |

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|---|---|
| 198 | Peripheral Microcatheters (Coaxial. Braided) |
| 199 | Radio Frequency Ablation System |
| 200 | Cryoablation System, with Needles and Accessories |
| 201 | Cryoprobes, with Accessories |
| 202 | Drug Coated Beads Device for Chemoembolization |
| 203 | Transarterial Radioembolization Particles Device |
| 204 | Peripheral Coils: Micro/ Detachable |
| 205 | Embolic Protection System |
| 206 | Peripheral Support Catheter |
| 207 | Braided Self-Expandable Stents: Arterial/X'enous' Carotid |
| 208 | ICU Ventilator with Integrated Metabolic Monitoring Automatic Closed Loop Weaning with PAV (proportional assist ventiUation) |
| 209 | Flexible Fibreoptic Cystoscope/ Uretero-Renoscope Cysto-Nephroscope RItinolaryngoscope Bronchoscope Endoscope (Adult Paediatric) |
| 210 | Flexible Video Cystoscope Uretroscope'Laryngoscope Bronchoscope Endoscope (3D.4K) |
| 211 | Semiflexible Pleura Videoscope System with Tissue Differentiation Technology |
| 212 | Uretero-Renoscope (Adult Paediatric) |
| 213 | Cystoscope-Resectoscope (Adult Paediatric) |
| 214 | Laproscopic Surgery Set with High-Definition Camera (3D 4K) (Adult Paediatric) with Accessories |
| 215 | Laproscopic Surgery Set with Hysteroscope Resectoscope (with Integrated Sheath), with Accessories |
| 216 | Robotic Surgical System for Soh Tissue Cranium Spine Joint Replacement Surgeries |
| 217 | Occlusion Balloon Catheter: Temporary Micro (with variable diameters) |
| 218 | Braided Flexible Carotid Renal Peripheral Guiding Sheath with Detachable Valve |
| 219 | ECMO (Extended Respiratory Support Application) Oxygenator (Adult Peadiatric) |
| 220 | Homogenous Sized Embolization Microspheres |
| 221 | Advanced Perfusion System |
| 222 | Blood Parameters Monitoring System |
| 223 | Intelligent Powered Stapler and Reload |
| 224 | Selectable Staple Height Linear Cutter |
| 225 | Circular Powered Stapler |
| 226 | Hemostats: Absorbable, with Thrombin |
| 227 | Tissue Adhesion Barner (Absorbable Adhesion Barrier) |
| 228 | Sutures with Advanced Material Needles |
| 229 | Antibacterial Knotless Tissue Control Device |
| 230 | Embolic Protection Devices |
| 231 | Vascular Mimetic Implants |
| 232 | Safety Huber Needle |
| 233 | Venous Implantable Port Chemo Ports |
| 234 | Polyethylene Seldmger Arterial Catheter with or without Bloodless System |
| 235 | Central Venous Catheters: Adult Paediatric Neonatal (Antibacterial Antifungal Silver Impregnated) |
| 236 | Distally Valved Peripherally Inserted Central Catheter |
| 237 | Kaolin Based Hemostatic Dressing (Non-absorbable) |

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| 238 | Flowable Hemostat Gelatin Matrix * |
| 239 | Resorbable Collagen Based Hemostat |
| 240 | Bioreactance Non-invasive Fluid Management Monitoring System |
| 241 | Fibrin Sealant with Sythentic Aprotmm |
| 242 | Double Lumen Tube with Integrated Camera |
| 243 | Acellular Dermal Matrix |
| 244 | Intracorporéal Shock Wave Lnhotripter: Pneumatic Dual Energy |
| 245 | Thallium Fibre LASER for Stone & Tissue |
| 246 | Soft Silicon Flexible Adhesive Four Layered Dressing |
| 247 | Reusable Core Biopsy Instrument, with Needles |
| 248 | Titanium Bone Mimicking Interbody Spacers for Cervical, PLIF, TLIF. LL1F Procedures |
| 249 | K-wireless Minimal Invasive Spinal Fixation System |
| 250 | Oxygenators (Adult. Peadiatric. Neonatal) |
| 251 | High End (3D) Surgical Loupes with Camera |
| 252 | Microsurgical Instruments for Microvascular Surgeries |
| 253 | Mixed Reality/ Augmented Reality/ Virtual Reality' (Hardware + Software) for Surgeries |
| 254 | Ultra Low Height Double Abduction Operating Table with Radiolucent Top |
| 255 | Advanced 64 Channel EEG Machine |
| 256 | Mobile C-arm Angiography System |
| 257 | Flat Panel Mobile C-Ann and Fluoroscopy System |
| 258 | O-ann Surgical Imaging System |
| 259 | Electro-Chemotherapy System |
| 260 | HIPEC and Isolated Limb Perfusion Set |
| 261 | Hydrogen Peroxide Decontamination System |
| 262 | Automated Peritoneal Dialysis Set with Cassette |
| 263 | Haemodialysis Machine with Accessories |
| 264 | Near Infrared Spectrometer (NIRS) |
| 265 | Renal Denervation Therapy |
| 266 | Expandable Corpectomy Device |
| 267 | Riomimetic Synthetic Absorbable Dural Substitute |
| 268 | Gamma Camera with accessories |
| 269 | M-Coated Nitinol Hydrophilic Guidewire |
| 270 | Three Dimensional Exoscopy and Endoscopy System for Neurosurgery |
| 271 | ePTFE Coated Self-expanding Cover Stents |
| 272 | Neuro Shunts |
| 273 | Dural Graft Substitutes and Sealants |
| 274 | Vertebroplasty System with High Viscosity Bone Cement |
| 275 | Cobalt Chromium Vertebral Body Stenting System for Vertebral Compression Fractures |
| 276 | Laser Interstitial Ablation (LiTT) for Epilepsy |

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| 277 | Flexible (3D. 4K) Neuroendoscopic System: Spinal Skullhase Ventricular |
| 278 | Electrocomgraphy Stereo Encephalography Machine with Electrodes and Accessories |
| 279 | Cerebral Aneurysm Clips Endoscopic Clips for Haemostasis, with Applicators Set |
| 280 | Single Head Pressure Injector |
| 281 | Digital PET-CT PET-MR |
| 282 | NMR Spectrometer with Electronics and Console |
| 283 | Solid-state Cardiac SPECT Camera |
| 284 | Fourier Transform NMR System |
| 285 | Nucleic Acid Extraction & Quantification System |
| 286 | Auto PAP Cervical Cancer Screening System with HIV |
| 287 | Electronic Witnessing System for DT Laboratories |
| 288 | Incubator for Culturing Human (jametes and Embryos (incl. Automatic Gas Analyzer) |
| 289 | Time Lapse Embryo Imaging System |
| 290 | Laser and Imaging System for Human Embryo Biopsy |
| 291 | Cryostorage System for Human Embryos and Gametes |
| 292 | Stereo Zoom Microscope with Imaging and Documentation System |
| 293 | CASA (Computer Assisted Semen Analysis) Equipment |
| 294 | Digital Oocyte Aspiration Pump |
| 295 | IVF Workstation with Microscope & Imaging System |
| 296 | Micromanipulator iPiezo) and Ins erted Microscope with Camera. Laser System. Computer etc. |
| 297 | Automated Semen Analyzer for Human IVF lab |
| 298 | Tubal Microsurgery Instruments Set |
| 299 | LLETZ Unit with Smoke Evacuator with Integrated Cart |
| 300 | Digital Refractometer Auto-Refractometer |
| 301 | Fully Automated Non-Contact Tonometer |
| 302 | Coaxial Ophthalmoscope (Rechargeable) |
| 303 | Digital Non-Mydrialic Fundus Camera |
| 304 | Laser Scanning Confocal Microscope |
| 305 | LASIK Machine |
| 306 | Nd YAG Laser with Accessories |
| 307 | Femtosecond Laser Equipment for Lenticule Extraction for Refractive Surgery |
| 308 | Femtosecond Laser System for Precision Cataract Surgery |
| 309 | Dual Pump Transversal Phaco Machine for Micro-Incision Cataract Surgery' |
| 310 | Thermal Pulsation System for Meibomian Gland Dysfunction |
| 311 | Continuous Range of Vision. Tone orNon-Toric, IOLs |
| 312 | Optical Coherence Tomography (including console and catheters) |
| 313 | Arthroscopy Systems with or without Instruments Accessories |
| 314 | Densitometer with Accessories |
| 315 | Variable Angle Plating System for Upper Limb. Lower Limb and Cavicle |
| 316 | Femoral Neck Fracture Fixation Set (Min Invasive Antirotation Screw Trochanteric Femoral Nail) |

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| 317 | Minimal Invasive Colinear Reduction Clamp with Collinear Sliding Mechanism |
| 318 | Damaged Screw A Nail Removal Set with Accessories |
| 319 | Biomatenal- Bioactive Glass . Synthetic Bone Graft Substitute |
| 320 | Quad Thread Cortical Fix Cement Augmented Fenestrated Screw System |
| 321 | Sweat Collection and Chloride Estimation System |
| 322 | Lung Clearance Index Measurement Systems |
| 323 | Surfactant Administration Catheter |
| 324 | Actigraphy Machine |
| 325 | Neuro Developmental Care Incubators for Premature Babies |
| 326 | Hybrid Neonatal Wanner cum Incubator Bed for Premature Babies |
| 327 | High Frequency Oscillatory Neonatal Ventilator |
| 328 | High Flow Nasal Cannula (Paediatric Neonatal) |
| 329 | Animal Stimulator Software for Pharmacology |
| 330 | Closed Sterility Test System |
| 331 | Dnig Discovers- Suite |
| 332 | In-vivo Animal Imaging System |
| 333 | Individually Ventilated Caging Systems for Small Animals |
| 334 | Animal Behaviour Monitoring, Tracking and Analysis System |
| 335 | Powered Liposuction Set |
| 336 | Topical Haemoglobin Spray |
| 337 | Body Plethysmograph with Diffusion Study |
| 338 | Full Size Inhalation Exposure System |
| 339 | Dual Particle Cyclotron |
| 340 | Advanced High Energy Linear Accelerator System |
| 341 | HDR Brachytherapy |
| 342 | DEXA (Dual Energy X-Ray Absorptiometry) Scan |
| 343 | CT Scan 256 Slice/Mobile Intraoperative CT |
| 344 | Tonio-Mammography Tomosynthesis Guided Breast Biopsy |
| 345 | Advanced USG Machine with Shear Wave Elastography and Contrast Enhancement |
| 346 | Inferior Vena Cava Filter |
| 347 | Advanced Surgical Aspirator |
| 348 | Intraoperative Radiotherapy Machines (X-ray based. Flash Machines. Mobile LINAC) |
| 349 | Kidney Liver Organs Transporter with Expendables for Cadaver Transplant |
| 350 | Holimium Laser System with MOSES Technology |
| 351 | Percutaneous Nephrolithotomy (PCNL) System |
| 352 | Green Light Laser for Photo Vaporization of Prostate |
| 353 | Prostatic Urethral Lift |
| 354 | Urine Incontinence Implants |

# GOVERNMENTOFINDIA
# (BHARAT SARKAR)
# MINISTRYOFRAILWAYS
# (RAIL MANTRALAYA)
# NORTH EASTERN RAILWAY, GORAKHPUR
# BID DOCUMENT
# PART- II
# (For e-Global Tenders)

CONTENTS :SCHEDULE OF REQUIREMENTS

Principal Chief Materials Manager
North Eastern Railway
Gorakhpur-273012
Uttar Pradesh, India

## SCHEDULE OF REQUIREMENTS

(See clauses 1.1 and 2.1 of "Instructions to Bidders")

| | |
|---|---|
| Tender No. | |
| Bids will be received upto14.25 hours on | |
| Time for opening of Bids | Bids will be opened after closing timei.e. 14.25hrson |
| Tender Document Cost | Rs.....or USO..... |
| Amount of bid guarantee to be furnished | 2% of Bid value |

**Note:-**In case the date of bid opening falls on a holiday or is subsequently declared as such, the bids will be opened on the next working date at the appointed time.

## 1.0 Details of Requirements

| SN | Description, Specification and PL No. | Quantity and unit |
|---|---|---|
| **1.** | **Description :**xxxxxxxxxxxxx<br>**Specification :**YYYYYYYYYYYYYY<br>**PL No.: zzzzzzzz** | **Xxxxxxx**<br>**YYYYYYYYYYYY** |
| | | |

2.0 **Delivery Schedule:** Delivery to commence as early as possible and to be completed in 45days from the date of placement of order/opening of letter of credit. Where the delivery of the stores offered is to be made in a phasedmanner, the full details thereof should be given.

**3.0 Consignee**

3.1 Port Consignee-CMM(BI) EASTERN Railway, Kolkata.

3.2 Ultimate consignee -xxxxxxxxxxxxxxxxxxx

## 4.0 Eligibility Criteria: XXXXXXXXXXXXXXXX

5.0 **Packing Instruction**- Material to be supplied duly packed with seaworthy packing to withstand the transit risks.

6.0 **Inspection**-Inspection by Railway Advisor/Berlin, Embassy of India, Pohl-Str- 20, D-10785, Berlin. (for Foreign Suppliers)

**Or**

By M/s RITES (for Indigenous Suppliers) at firms' premises or at the premises of Indian agents of OEMs before dispatch.

The bidders should indicate Address of firms' Works where inspection is to be carried out before dispatch.

**7.0 Payment of Tender Document Cost**- The bidders are not required to submit the cost of tender document for the tender document downloaded by the bidders.

**8.0** It shall be the responsibility of the bidder to quote correct HSN number and corresponding GST rate. The bidders should note that

(i) The offers shall be evaluated based on the the GST rate as quoted by each bidder and same will be used for determining the inter se ranking. While submitting offer, it shall be the responsibility of the bidder to ensure that they quote correct GST rate and HSN

number.

(ii) Purchaser shall not be responsible for any misclassification of HSN number or incorrect GST rate if quoted by the bidder.

(iii) Wherever the successful bidder invoices the goods at GST rate or HSN number which is different from that incorporated in the Purchase Order, Payment shall be made tax per GST rate which is lower of the GST rate incorporated in the Purchase Order or billed.

(iv) Vendor is informed that She/he would be required to adjust her/his basic price to the extent required by higher tax billed as per invoice to match the all inclusive price as mentioned in the Purchase Order.

(v) Any amendment to GST rate or HSN number in the contract shall be as per the contractual condition and statutory amendments in the quoted GST rate and HSN number, under SVC.

(vi) 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 deposite the Same to the concerned tax authority.

**9.0** Firm should maintain their Banker's Name, Address and Account number in their profile on the website www.ireps.gov.in.

**10.0 Quantity Option clause**

**Please refer Para 2.10 of Part -A of Bid Document Ver. 32.**

**11.0** Please ensure wherever specified in the Drg./Specification, the components are properly marked by company's Monogram for identification of manufacturer while in use.

**12.0** Indian Agent while quoting on behalf of foreign principals is required to furnish the Principal's Performa invoice. In absence of the same their offers are liable to be ignored.

**13.0** Bids are liable to be rejected if they are not open for acceptance for a minimum period of 180 days from the due date of opening of bids or Bid Guarantee is not valid for 225 days.

**14.0 Evaluation of offers**: offers will be evaluated item-wise for inter- se ranking.

## 15.0 Important Clauses:

**15.1** Bidders are requested to go through the tender documents carefully.

References of some of the important clauses is as under-

Qualifying Requirements of Bidders-clause 4 of 'instruction to Bidders'

1. Bid Guarantee – clause 5 of 'instruction to Bidders'
2. Evaluation of Bids-clause 10 of 'instruction to Bidders'
3. Payment terms-clause 28 of 'General Conditions of Contract'
4. Warranty terms-clause 33 of 'General Conditions of Contract'

**15.2** Bids will be rejected if:

## Please refer Para 2.9 of Part-A of Bid Document Version. 32.

**16.0** Bid document Part-I, Part-II and corrigendum issued, if any, including instructions to the Bidders, General conditions of contracts, Drawings. Specifications etc. shall from part of the contract. In case of any contradiction, conditions mentioned in this document i.e. Bid Document Part-II shall prevail.

# GOVERNMENT OF INDIA
# (BHARAT SARKAR)

# MINISTRY OF RAILWAYS
# (RAIL MANTRALAYA)

# NORTH EASTERNRAILWAY, GORAKHPUR

# BID DOCUMENT PART-I
# (For e-Global Tenders)

CONTENTS

SECTION I INSTRUCTIONS TO BIDDERS

SECTIONII GENERALCONDITIONSOF CONTRACT

SECTION III ANNEXURES

**Principal Chief Materials Manager**
**PCMM OFFICE,**
**North Eastern Railway**
**Gorakhpur, UP , India- 273012**

# DOCUMENT CONTROL PAGE

## REVISION HISTORY

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|---|---|---|---|---|---|
| | FROM | TO | | | |
| 1. | VER 1.0 | INTIAL ISSUE | | ------ | INTIAL ISSUE |
| | | | | | |

# SECTION 1
# INSTRUCTIONS TO BIDDERS

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# INSTRUCTIONS TO BIDDERS

## 1.0 GENERAL INSTRUCTIONS

**1.1** On behalf of the President of India, the PCMM, NORTH EASTERN Railway, GORAKHPUR-273012,U.P., INDIA(hereinafter referred to as the Purchaser), invites e-Bids from manufacturers or other bidders authorized by manufacturers for the supply of items indicated in the Bid Document Part II (Schedule of Requirements).

**1.2** Bids in the prescribed e-tender form, available on the Indian Railways' e Procurement website www.ireps.gov.in, should be submitted before closing date and time. Manual bids through any means such as FAX, Post, Courier etc. shall not be considered and will be summarily rejected.

**1.3** All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English; failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between an offer in a language other than English and its English translation, the English translation will prevail.

## 2.0 TECHNICALINFORMATION

**2.1** Specifications indicated in the "Schedule of Requirements" form part of 'Tender Documents'. The same may be obtained on payment from the following:

**(i) Indian Railway Standard Specifications from:**

(a) The Controller of Publications, Civil Lines,Delhi-110054, INDIA.

(b) Office of the High Commissioner for India, Publication Branch, India House, Aldwych, London-We.

**(ii) Indian Standards Specifications from:**

The Director General, Bureau of Indian Standards ,Manak Bhavan,9 Bahadur Shah Zafar Marg, New Delhi-110001, INDIA.

**(iii) Particular Specifications, Drawing sand details from:**

Director General, Research Designs and Standards Organization (ROSO), Manak Nagar, Lucknow-226011, INDIA.

(iv) Office of the **XXXXXXXXXXXXXXX** NORTH EASTERN Railway,Gorakhpur-273012

**2.2** The offers should be in accordance with the stipulated drawings and specifications as specified in "Schedule of Requirements".

2.2.1 The Purchaser may accept internationally accepted alternative specifications which ensure equal or higher quality than the specifications mentioned in the tendered specifications. Copy of the alternative specifications offered should be uploaded while submitting online bids. However, the decision of the Purchaser in this regard shall be final.

## 3.0 QUALIFYING REQUIREMENTS OF BIDDERS

**3.1** The qualifying criteria governing this BID INVITATION shall be as per the specification, indicated in Schedule of Requirement (if any).The bidder shall provide a satisfactory evidence acceptable to the Purchaser to show that Bidder:

i. Is a licensed manufacturer who regularly manufactures the items offered and has adequate technical knowledge and practical experience;

ii. has adequate financial stability and status to meet the obligations under the contract for which he is required to submit a report i.e. Annual financial statements (Balance sheet, profit &loss account etc.) for the last 3 years from a recognized bank or a financial institution.

iii. has adequate plant and manufacturing capacity to manufacture and supply the items offered within the delivery schedule offered by him;

iv. has an established quality control system and organization to ensure that there is adequate control at all stages of all manufacturing process.

**3.2** For the purpose of clause 3.1above,the bidder should additionally submit:

i. a performance statement as in Annexure-1, giving a list of major supplies, effected in the recent past, of the items offered giving details of the Purchaser's name and address, Order No. and date and the quantity supplied and whether the supply was made within the delivery schedule;

ii. a statement indicating details of equipments, employees and quality control measures adopted as in Annexure-2.

**3.3** In addition to the above ,further information regarding Bidder capacity/capability, if required by the Purchaser shall be promptly furnished by the bidder.

## 4.0 AGENTS AND SERVICE FACILITIES IN INDIA –AGENCY COMMISSION

**Please refer Para 3.7 of Bid Document Version 32.0.**

**4.1** Foreign bidders who quote directly against the Bid invitation but take the services of an Indian Agent should indicate in their offer the name and address of their Indian Agents or the representatives they have for servicing in India.

**4.2** Bidders should quote in net CFR prices exclusive of the amount of Agency Commission/remuneration payable to the Indian Agents. **Foreign bidders should note that any other basis of quoting the prices except CFR shall not be accepted and such offers are liable to be rejected**

**4.3** It should be understood that the purchaser will make direct payment of such commission to the Indian Agents in respect of a contract arising out of invitation to Bid, where the Indian Agents' remuneration/commission covers a part of the contract price.

**4.4** The amount of agency commission payable to the Indian Agent will not be more than what is specified in the Agency agreement between the bidder (i.e. the foreign principal) and the Indian agent. A certified photocopy of the Agency Commission agreement must be submitted along with the offer

4.5 Bidders are required to furnish following details:

1. The name and address of Indian agent.

11. The amount of remuneration for the agent included in the offer.

111. The precise relationship between the foreign manufacturer/principals and their Indian Agents.

1v. The mutual interest which the manufacturer/ principal and the Indian Agents have in the business of each other.

v. Any payment which the Agent receives in India or abroad from the manufacture /Principal, whether as a commission for the contract or as a general retainer fee.

V1 Indian Agent's Income -Tax permanent Account number. All services to be rendered by the Agents whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.

V11. Past performance.

**4.6 Enlistment of Indian Agents :**The Indian agents should submit self attested documentary evidence about their identity such as PAN ,AADHAR, PASSPORT etc and address proof along with

**4.7** In the case of Bids in foreign currencies, the Agency Commission payable to Indian Agents shall be indicated in terms of percentage of FOB value in the specified column of Financial Bid. However, Agency Commission finally payable to Indian Agents under the contract will be paid in non-convertible Indian Rupees at the telegraphic transfer buying rate of exchange ruling on the date of opening of Tender after successful completion of the contract i.e. receipt and accountal of materials by the ultimate consignee.

**4.8** Either the Indian agent on behalf the Principal/OEM or Principal/OEM themselves can participate in bidding against a tender but both cannot bid simultaneously for the same item/product in the same tender. In such situation both the bids will be rejected.

**4.9** If an agent submits bid on behalf of the Principal OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In such situation all such bids will be rejected.

**4.10** The agent is official representative of Manufacturer/Principal/Bidder. Accordingly Manufacturer/Principal /Bidder shall be fully responsible for the conduct of their appointed agent. This may please be noted.

**4.11** The Indian agent will be required to submit a certificate, along with their Agency Commission Bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent strictly to render services to the foreign principal, i.e. M/s. (i.e. the contractor) in terms of agency agreement. The purchaser or their authorized agencies and/or any other authority of Government of India shall have rights to examine the books of the Indian Agent and defect or misrepresentation in respect of the afore indicated confirmation coming to light during such examinations will make the foreign principal (i.e. the contractor ) and their Indian Agent liable to be banned/suspended from having business dealings with Indian Railways, following laid down procedure of such banning/suspension of business dealings.

**4.12** In case Indian agent quotes as a bidder (in Indian Rupee) on behalf of the foreign principal, then they have to submit the proforma invoice from their principal along with their offer. Further, in event of finalization of contract on them, they will have to submit a copy of Bill of Entry and Billof Lading/ AWB as the case may be along with the bills submitted by them for claiming the payment.

## 5.0 EARNEST MONEY/ BID GUARANTEE

**( Please refer Para 1.18 of Bid Document Version 32.0.)**

## 6.0 LAST DATE OF RECEIPT OF THE e-BIDS

Offers can be submitted on the website www.ireps.gov.inupto specified closing date and time. After expiry of closing time, the bidding process shall be closed. Bidders are advised in their own interest to submit their offers well in advance to avoid last moment technical glitches, if any

## 7.0 SUBMISSION OF e-BIDS (OFFERS)

Bids, against e-tenders, can only be submitted by authorized users having Valid user ID (registered on the Website www.ireps.gov.in),Password and Digital Signature Certificate on behalf of the bidder .Bid submission is Generally divided in two parts i.e.Techno-commercial Offer (Bid) and Financial Offer (Bid). After submission of Tender Document Cost, if prompted, Techno-commercial bids are required to be submitted before proceeding for submission of Financial Bids. The form for Techno Commercial Bid is further divided in sections e.g. Eligibility Criteria, Terms and Conditions, Technical Deviations, Commercial Deviations, Check list and Special Conditions, Attach Documents etc. Sections (TABs) marked with red asterisks (*)are mandatory to fill, sign and submit. After submission of all mandatory section of Techno-commercial bid, users can submit Financial Bids. Bid submission process depends on the type of tender, rate page and bidding system. For more details and latest updates, vendors are advised to visit IREPS website www.ireps.gov. in and go through the relevant user manual and other material available there.

## 7.1 Submission of Techno-commercial Bids:

Techno-commercial bidding is divided in following sections:

**7.1.1 Compliance to Eligibility Criteria:** This is the first Section of Techno commercial Bid and submission of this section is mandatory. Vendors are advised to respond to eligibility criteria carefully by selecting 'YES' or 'NO'. In case of a "No "they must fill reasons for not agreeing with the particular Eligibility Criteria

**7.1.2 Filling Terms and Conditions:** This is also mandatory section. This section contains Offer Validity (No. of days), Inspection, Delivery Schedule, Payment terms etc. Option has been provided to copy Tendered Conditions into Offered Conditions, bidders can copy, edit or modify these conditions carefully.

**7.1.3 Attaching Documents with the offer:** This section is optional. bidders can attach required Documents related to Payment of Tender Document Cost, EMO, past performance, their credentials etc .Only PDF documents, up to a specified size limit, are allowed to be uploaded. Bidders are advised to keep the documents small and bare minimum.

**7.1.4 Commercial Deviations:** This section is mandatory, bidders can specify clause wise deviations to the commercial terms mentioned in the Bid Document Part -I, Part - II or any other document(s) attached with the tender. In case of 'No Deviation', bidders should tick the check box provided for the purpose.

**7.1.5 Technical Deviations:** This section is mandatory; bidders can specify clause wise deviations to the technical terms mentioned in the Technical Specifications attached with the tender. In case of 'No Deviation', bidders should tick the check box provided for the purpose.

**7.1.6 Technical Specification:** This section becomes mandatory only if some Technical Specification clauses have been entered by the Tender Inviting Authority otherwise it remains de-activated. Bidders have to confirm compliance against each clause of the Technical Specification.

**7.1.7 Compliance to Special conditions/Checklist for Vendor:** This section is mandatory, bidders are advised to fill compliance to "Special conditions / Checklist" with each offer by specifically stating "yes" or "No" against each special condition/Checklist and in case of a" No", they must fill reason for not agreeing with that special condition/Checklist in the 'Remarks' column provided therein.

**7.2 Filling up Financial Rate Page:** Bidders can submit Financial Bid only after submitting all the mandatory sections of techno-commercial bid. Bidders will require to submit all the mandatory columns in the Financial Bid with ED , Cess on ED as NIL. It may also be noted that financial terms (such as discount etc.) should not be mentioned in Remarks column, it will not be considered for ranking purpose .On click of 'Submit Offer 'button ,Financial Terms are encrypted and the user is asked to apply his Digital Signatures. On successful submission of Data, a Bid ID along with Date / time of submission of the bid is displayed on the screen ,bidders are advised to Preserve this Bid ID for future reference ,if any .Format and functionality Financial Rate page maybe different for different type of tenders, in case of any doubt or difficulty ;bidders are Bid Document Part-I fore-Global tendersVer1.0 Page13 of 56 advised to refer the relevant user manuals or consult IREPS helpdesk or concerned Railway officials. However, main features of Financial Bid Page for Global Tenders are described below.

**7.2.1** After submission of all mandatory sections of Techno-commercial Bid and click of tab "Fin. Offer", list of items is displayed and against each item, there are two links viz. "Indigenous Offer" and "Foreign Currency Offer". Evaluation Criteria is also displayed in the bottom. The Financial Bids, against an item can be submitted either in Indian Rupees or in any Foreign Currency. Bids, against different items can be in different currencies.

**7.2.2 Financial Bids in Indian Rupees:** Bidding in Indian Currency is similar to normal supply tenders. The bidders have to click on "Indigenous Offer" link and enter following details:

i. File reference Number-This is for bidders 'reference only.

ii. Basic Rates -

iii. Unconditional Discount on Basic Rates, if any

iv . Packing Charges per unit on Basic Rates -in percentage

v Forwarding Charges per unit-In lump sum Rupees per unit.

vi GST- As applicable in percentage.

vii DELETED

viii. DELETED

ix Other Charges Type (if any )-Any additional charges other than specified above-

x Other Charges amount-In lump sum rupees per unit ,these charges are added in total of i. to viii above.

xi Mode of Dispatch- Mode of dispatch may be Rail (Parcel) /Rail (Goods)/ Post Parcel/ Courier/ Road

xii Delivery Terms-upto Destination only

xiii. Quantity Offered -Full tendered quantity for all the ultimate consignees should be offered otherwise the offer will not be treated in ranking and placed in Miscellaneous Offers section.

xiv DELETED

xv Freight-Vendors can quote per unit freight charges.

7.2.3 **Financial Bidding in Foreign Currency:** Bidders have to select "Foreign Currency Offer" and enter following details:

i. File reference Number-This is for bidders' reference only.

ii. Select desired Currency from the drop down

iii. Select desired Country of Origin from the drop down

iv. Enter Port of Shipment

v. Select Mode of Shipment (e. g . Air , Sea etc.) from the drop down

vi. Select Basis of the Offer i. e.CFR(C&F)

vii. Enter FOB Price per Unit (Exclusive of Agency Commission)

viii. Enter Agency Commission(%) on FOB/ FCA price.

ix. Enter Gross weight per Unit (in KGs)

x. Enter Consignment Details such as dimensions ,weight etc.

xi. Enter Remarks, if any. Please do not enter any financial / commercial terms in remarks column as such terms entered in remarks column will not be considered for ranking purpose.

xii. Enter Offered Quantity for all the Port consignees. Please note that offers with part quantity will not be considered in ranking and will be placed in Miscellaneous Section, tender accepting authority may or may not consider such offers.

xiii. Enter Freight -this column is mandatory for CFR(C&F) and CIF offers and remains disabled for FOB offers.

xiv. Enter Insurance charges -This column is mandatory for CIF offers otherwise remains disabled.

**7.3** Any individual(s) digitally signing the BID or other documents connected therewith should specify whether he is signing:

i. As sole proprietor of the concern or as an attorney of the sole proprietor,

**ii.** As a partner or partners of the firm;

**iii.** as a Director, Manager or Secretary in the case of a Limited Company duly authorized by a

resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

**iv.** as an authorized person of the firm duly authorized on firm's letter head with the name and designation of the signatory (duly stamped).

**7.4** In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign them tender and all other connected documents. The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

**7.5** Offers are required from the actual manufacturers of the stores or authorized agent of foreign firms who should submit a tender specific letter of authority from their Principals/ManufacturerasinAnnexure-4. Offers from brokers and middlemen shall not be accepted.

## 7.6 LOCAL CONDITIONS

It will be imperative on each bidder to fully acquaint himself of all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. In his own interest, the foreign bidder should familiarize him-self with the applicable Income Tax Act, the Companies Act, the Customs Act and related Laws in force in India. The Purchaser shall not entertain any request for clarifications from the bidder regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the BID is submitted to the Purchaser.

**8.0 PRICEBASISANDINDEMNITY**

**8.1** Foreign Bidders should quote in net CFR prices exclusive of the amount of Agency Commission/remuneration payable to the Indian Agents .**Foreign bidders should note that any other basis of quoting the prices except CFR shall not be accepted and such offers are liable to be rejected**

**8.2** The terms FOB,CFR(C&F),CIF etc. shall be as defined in the current Edition of International Rules for the interpretation of the Trade Terms published by The International Chamber of Commerce ,Paris and commonly referred to as INCOTERMS.

**8.3** The prices should be quoted only in one currency and should be either in US Dollars or in a freely convertible currency. However the portion of the bid price Relating to components of Indian origin to be incorporated in the stores and/or supply shall be stated in Indian Rupees.

**8.4** The contract price will normally be paid in the currencies in which the price is Quoted by the successful bidder .However ,purchaser reserves the right to effect payment of the equivalent amount in the currency or currencies of the country of origin of the goods in case the price is stated in other currencies. The equivalent amount will be calculated on the basis of rates of exchange prevalent on the date of payment.

**8.5** The prices quoted and ocean freight shall be firm and not subject to any Variation.and no variation will be allowed on this account after the opening of tenders.

**8.6** Quoted Rates should be made only for units specified in the "Schedule of Requirements".

**8.7** Bidders submitting indigenous offers shall quote "Free at destination" Price, which shall include GST leviable on the final finished supplies tendered for, handling, Freight & Other charges. A complete break-up showing the ex-factory price, GST, incidentals and handling charges, freight and insurance charges ,if any, shall also be given. However, the Purchaser reserves the right to place the order on Free at (Free on Rail) destination or Free at (Free on Rail) station of dispatch basis. In case the contract is placed on the basis of F.O.R station of dispatch, the supplier shall book the goods by rail/road; freight prepaid and get reimbursement of the freight element from the Purchaser as per actual rail freight or the quoted amount whichever is less. The freight element will be paid along with 90% bill for the cost of the stores.

**8.8** Statutory Duties shall be reimbursed against documentary evidence as per Actual as applicable during the currency of the contract.

**8.8.1** DELETED

8.2.2 New statutory taxes/ duties and changes in existing statutory taxes/duties will be paid as actual during currency of contract. Documentary evidence regarding imposition of such duties and taxes and payments made must be furnished for any reimbursements. Purchaser reserves the right to make recoveries in case of any waiver or reduction of such duties, with retrospective effect, by the government.

## 9.0 INPUT TAX CREDIT under GST scheme

**( Please refer Para 2.22 of Bid Version 32.0)**

## 10.0 INSURANCE

10.1 In the case of CFR offers, insurance shall be arranged by the Purchaser.

10.2 In the case of indigenous offers, the Purchaser will not pay separately for transit insurance and the contractor will be responsible till the entire stores contracted for arrive in good condition at destination. Where the bidder intends to insure the goods, the insurance charges should be clearly indicated, separately in the break-up. The consignee will advise the contractor within 45 (forty five) days of the arrival of goods at the destination, any loss/damage etc. of the goods and it shall be the responsibility of the contractor to lodge the necessary claim on the carrier and/or insurer and pursue the same. The contractor shall, however, at his own cost replace/rectify immediately, to the entire satisfaction of the consignee, the goods lost/damaged, without waiting for the settlement of the claim.

## 11.0 EVALUATIONOFTHEBIDS

11.1 The e-bids received would be evaluated on the basis all inclusive destination price (destination mentioned in the Schedule of Requirements).
For Bids in foreign currencies, to facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amounts in various currencies as payable, to Indian Rupees at the B.C. selling exchange rate established by the State Bank of India a son the date of the Bid Opening. All other duties such as Custom Duty etc. prevailing on the date of bid opening shall be loaded/ considered for arriving at inter-se ranking of bids.

11.2 The bids received will be evaluated by the Purchaser to ascertain the lowest acceptable tender in the interest of the purchaser, as specified in the specifications and tender documents.

11.3 Wherever Specified Training Installation. Commissioning, Annual Maintenance Charges etc .will also be added to the landed Price.

## 11.4 BASIS OF THE EVALUATION OF BIDS

11.4.1 The Bids received would be evaluated on the basis of either:

a) Free at Destination price quoted on the Lines indicated in clause 9.8 above.

OR

b) Deleted

OR

c) Quoted CFR prices plus insurance charges as per Indian Railway's marine insurance policy, applicable Customs Duty, inland freight, clearance and handing charges and inland freight up to destination plus LC opening charges.

OR

d) For partly imported and partly indigenous assembled/manufactured items ,Free at destination price quoted for indigenous components on the lines indicated inclause9.8plusevaluated price up to destination for imported components as per (b) & (c) above.

Purchaser reserves the right to adopt any of the above options Cargo handling charges prior to the shipment, wherever applicable shall be to the contractors account. The terms FOB, FCA and CFR shall be defined in accordance with 'INCOTERMS'

**11.4.2** The following components would be added to CFR price converted to Indian Rupees as stated in clause 11.1 (including ocean freight and excluding agency commission) to calculate the landed destination price of a foreign currency bid:-

**(i)** Insurance charges as per Indian Railway's open cover Marine Insurance policy.

(ii) 1%Porthandlingchargesoncalculated CIF value.

(iii) Applicable Custom Duty on assessable value(i.e. CIF cost + Port handling charges).

(iv) L C opening charges.

(v) Agency commission, if any.

(vi) Inland freight from the port of clearance to X:XXXXXXXX.

(vii) Other charges as leviable and as required in terms of tender conditions (Viz. Training, installation & commissioning charges etc. as quoted, if any).

11.5 deleted

11.6 In case there is more than one item in a tender, each item will be separately evaluated as above unless otherwise stated in Bid Document Part-II(Schedule of Requirements).

12.0 A**CCEPTANCE OF BIDS**

12.1 The Purchaser may accept a tender for a part or whole of the quantity offered, reject any tender without assigning any reason and may not accept the lowest or any tender.

12.2 Acceptance of tender will be communicated either by FAX / email/Letter direct to the bidder or through his authorized agents. In case where acceptance is indicated by FAX / email, the letter of acceptance of tender will be delivered by post to the contractor as soon as possible, but the FAX/email communication shall be deemed to conclude the contract.

12.3 The submission of any offer connected with these specifications and documents shall constitute an agreement that the bidder shall have no cause of action or claim, against the Purchaser for rejection of his offer. The Purchaser shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the Purchaser.

12.4 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the Purchaser to the bidder. While the offers are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means. If necessary, the purchaser will obtain clarifications on the offers by requesting for such information from any or all the bidders, either in writing or through personal contact, as may be considered necessary. Bidders will not be permitted to change the substance of their offers after the offers have been opened.

13.0 EFFECTS AND VALIDITY OF OFFER

13.1 The offer shall be kept valid for acceptance for a minimum period of one hundred and eighty (180) calendar days from the date set for opening of tenders.

13.2 The purchaser may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (or by FAX / email). If the bidder agrees to the extension request, the validity of bid guarantee provided shall also be suitably extended.

14.0 SHIPPING ARRANGEMENTS

In the event of an order being placed on CFR basis, the contractor shall arrange shipment in accordance with the requirements of the Ministry of Shipping and Transport, New Delhi, INDIA. The Purchaser will, however, in accordance with

the option clause, have the right to change over the contract to FOB basis, if considered necessary, after giving one month's notice to the contracting firm. Shipping arrangements in the case of FOB contracts shall be made by the Shipping Co-ordination and Chartering Division/Shipping Coordination Officer, Ministry of Shipping and Transport, New Delhi, INDIA, in accordance with details given in Annexure-5. Particulars of cargoes for which shipping space will be required in the execution of contract should be furnished in detail(asperAnnexure-6) to the Chief Controller of Chartering, Shipping Co-ordination Officer, Ministry of Shipping and Transport, Govt. of India, New Delhi, INDIA, as soon as possible after the relevant contract is finalized.

## 15.0 IMPORTLICENCE (IN CASE OF INDIGENOUS BIDDERS)

The successful bidders will have to apply to the proper Government Authority for grant of requisite import license (if any) for such items as required within 14 days of the advance letter of acceptance/telegraphic acceptance and the purchaser will only render such assistance as considered necessary. However, purchaser will have no responsibility what so ever may be in this regard.

## 16.0 INDEMNITY BOND-THELIABILITY OF INDIAN AGENT TO INDEMNIFY ANY LOSSES TO THE PURCHASER

In case the material supplied by the foreign principal is found to be defective or substandard the Indian agent shall be liable to compensate any losses to the purchaser on this account. Any change in the relationship of the Indian agent and their foreign principal shall not be a bar for the purchaser to claim the losses from the Indian agent on above mentioned account. A separate undertaking along with an indemnity bond shall be submitted by the Indian agent along with their offer.

**SECTION** -II

**GENERAL CONDITIONS OF CONTRACT**

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## GENERAL CONDITIONS OF CONTRACT FOR IMPORT

## 1.0 DEFINITIONS:

1.1 Throughout these conditions and in the specifications, the terms:

(i) "The Purchaser" means the President of India, acting through the Principal Chief Material Manager, North Eastern Railway,Gorakhpur-273012, Uttar Pradesh, India, unless the context otherwise provides.

(ii) "The Inspecting Officer" means the person, firm or department nominated by the Purchaser to inspect the stores on his behalf and *the* Deputies of the Inspecting Officer so nominated.

(iii) "The Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to in clued the Contractor's successors (approved by the Purchaser),representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.

(iv) "Contract" means and includes the bid invitation, instructions to bidders, generalconditions of contract, acceptance of tender including advance acceptance of tender, special conditions of contract, particulars and other conditions specified in the acceptance of tender, the agreement entered into between the Purchaser and the contractor including all attachments and Appendices thereto and all documents incorporated by reference therein and also includes a repeal order, which has been accepted or acted upon by the contractor and a formal agreement, if executed.

**(v)** "Stores" means the goods specified in the "Schedule of Requirements" and included in the contract which the Contractor has agreed to supply under the contract.

(vi) "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;

**2.0 EXECUTION**

The whole contract is to be executed in the most approved, substantial and workman like manner, to the entire satisfaction of the Purchaser or his nominee, who, both personally and by his deputies, shall have full power, at every stage of progress, to inspect the stores at such times as he may deem fit and to reject any of the stores, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specification shall be final and conclusive.

## 3.0 RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING CONTRACT

**3.1 Risk in the Stores:** The contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituents part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or in the joint possession of the contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the contractor until their actual delivery to the consignee at the stipulated place or destination or where so provided in the acceptance of tender, until their delivery to a person specified in the "Schedule of Requirements", as interim consignee for the purpose of dispatch to the consignee. The contractor shall be responsible for all loss destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the inspector are awaiting dispatch or delivery or are in the course of transit from the contractor to the
consignee, or the interim consignee, as the case may be. The contractor alone shall be entitled and responsible to make claim against Railway Administration or any other carrier in respect of non-delivery, short-delivery, mis-delivery, loss, destruction, damage or deterioration of the goods entrusted to such by carrier the contractor for transmission to the consignee or the interim consignee as the case may be.

## 3.2 Consignee's Right of Rejection:

**(i)** Notwithstanding any approval which the Inspector may have given in respect of the Stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the 'Contractor or the Inspector or under the direction of the Inspector) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion of consignment thereof within 90 days after actual delivery thereof to him at the place or destination specified in the schedule, if such stores or part/portion of consignment thereof is not in all respect in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise how-so-ever.

**(ii)** Provided that where, under the terms of the 'contract the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any part/portion of consignment thereof upon their actual delivery to him at the destination, if they are not in all respects in conformity with the terms and conditions of contract, except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

(iii) The provisions contained in the clause-21 relating to the removal of stores rejected by the Inspector shall, *mutatis mutandis,* apply to stores rejected by the consignee as herein provided;

## 4.0 INDEMNITY

The contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the said work for infringement of any right protected by patent registration design or trade mark; provided always that in the event of any claim in respect of an alleged breach of a patent registered or trade mark being made against the Purchaser, he shall notify the contractor of the same and the contractor shall at his own expense, conduct negotiations for settlement or conduct any litigation that may arise there from.

## 5.0 PRICES

The prices stated are to include all costs of stamping, painting, marking, protection or preservation of the stores and any claim what-so-ever that may arise from the manufacture packing, shipment, marking or delivery of stores in accordance with those consideration and include payment by the contractor of Dock and Harbour dues, port's rates, export taxes and other fees or charges, if any, levied because of exportation. The prices stated are also to include all rights (if any) of patent, registered design or trade mark and the contractor shall indemnify the Purchaser against all claims in respect of the same.

## 6.0 TRANSFER AND SUBLETTING

The contractor shall not sublet (otherwise than that which may be customary in the trade concerned), transfer, assign or otherwise part with directly or indirectly to any person or persons, whatever is in this contract, or any part thereof without the previous written permission of the purchaser or his nominee.

**7.0 DRAWINGS**

If any dimensions figuring upon a drawing differ from those obtained by scaling the drawings, the figured dimensions shall be taken as correct. When tenders are called for in accordance with the drawing/specification, the Contractor's tender to supply in accordance with such drawing specification shall be deemed to be an admission on his part that he had fully acquainted himself with the details thereof and, in no circumstances,
will any claim on his part which may arise on account of his insufficient examination of the said drawing/ specification be considered. If the contractor shall have any doubt as to the meaning of any portion of the conditions of the specifications, drawings or plans, he shall (before submitting the tender) set forth the particulars thereof and submit them to the Purchaser in writing, in order that any such doubt may be removed.

**8.0 ALTERATIONS**

The Purchaser or his nominee may require such alteration to be made on the work, during its progress as he deems necessary. Should these alterations be such that either party to the contract considers an alteration in price justified, such alteration shall not be carried out until amended prices have been submitted by the contractor and accepted by the Purchaser. Should the contractor proceed to manufacture such stores without obtaining the consent in writing of the Purchaser to an amended price, he shall be deemed to have agreed to supply the stores at such price as may be considered reasonable by the Purchaser.

**9.0 PROGRESS REPORT:**

The contractor shall render such reports concerning the progress of the contract and in such form as may be called for by the Purchaser or his nominee. The submission and acceptance of these reports shall not prejudice the right of the Purchaser in any manner.

**10.0 DELIVERY- INVOICES AND FREIGHT Delivery FOB**

10.1 The stores shall be delivered by the contractor Free On Board such vessels in such port or ports named in the Letter of Acceptance / Contract, as the Purchaser or his nominee may require.

10.2 Such number of inspection certificates, advice notices, packing counts and invoices, as may be required by the Purchaser or his nominee, shall be furnished by the contractor at his own cost.

10.3 Freight for the conveyance of the stores or any part thereof will be engaged by the Purchaser or his nominee, who will give due notice to the contractor when and on board what vessels they or such part thereof are to be delivered. Should the stores or any part thereof be not delivered within 7 days of the receipt of such notice by the contractor, the contractor will be liable for all payments and expenses that the Purchaser may incur or be put to, by reason of such non-delivery including dead and extra freight demurrage or vessels and any other charges incurred by the Purchaser what-so-ever.

**Delivery CFR**

10.4 "For CFR delivery" the stores shall be delivered free of expense to the Purchaser on Board the vessels with ocean transportation to named Indian Port, including any charges for unloading etc. till the cargo is safely delivered to the Port Consignee, at the said Port.

10.5 The seller shall ensure use of Lloyds classified vessel. A certificate to this effect shall invariably be sent by the seller to the Port Consignee(s) and also to the Purchaser and the Paying Authority along with other shipping documents. Any extra expenditure by way of extra insurance etc., if incurred, for use of non-classified/over aged vessel, shall be on seller's account.

**11.0 DELIVERY PERIOD**

The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and delivery must be completed not later than the date(s) so specified or extended. The Purchaser attaches the utmost importance to timely deliveries and requests the manufacturers to take note of the liquidated damages as are applicable in case of delays in supplies.

## 12.0 LIQUIDATED DAMAGES:

In the event of the contractor's failure to have stores ready for delivery by the time or times specified in the letter of acceptance or contract, the Purchaser may withhold any payment until the whole of the stores have been fully supplied and delivered and may deduct or recover from the contractor as liquidated damages (and not by way of penalty), a sum at the rate of 2 percent (two per cent) of the price of any stores which the contractor has failed to deliver as aforesaid for each and every month (part of a month being treated as a full month) during which the stores may not be ready for delivery, subject to a limit of 10% of the Contract Value. Provided, however, that if the delay shall have arisen from any cause which the Purchaser may admit as reasonable ground for further time, the Purchaser may in his discretion allow such additional time as he may consider to have been required by

the circumstances of the case and shall forego the whole or such part, as he may consider reasonable of his claim for such loss or damages as aforesaid.

**13.0 SHIPMENT OF STORES BEYOND THE STIPULATED DELIVERY PERIOD FOR FOB CONTRACT**

**13.1** In the event of the contractor failing to ship the stores duly inspected and passed within the stipulated delivery, the Purchaser is entitled to cancel the contract in respect of the same or invoke the clauses providing remedies such as liquidated damages, forfeiture of performance guarantee etc as provided in the contract. However, if he so chooses, the Purchaser may grant an extension of the delivery period subject to:

(a) The Purchaser recovering from the contractor liquidated damages as stipulated in the conditions of contract for the stores, which the contractor has failed to ship within the period fixed for delivery after the inspection and a passing of the stores.

(b) The Purchaser retains the right to recover any additional expenditures which may arise on account of variation in exchange rates, Custom Duty, Freight, insurance charges etc. directly relatable to the delay in shipping of the stores.

**13.2** The contractor shall not despatch the stores till such time an extension in terms of the above is granted by the Purchaser. If the stores are despatched by the contractor before an extension letter as aforesaid is issued by the Purchaser, the supply of the stores shall be deemed to be subject to conditions set above.

## 14.0 FORCE MAJEURE

In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as insurrection, restraint imposed by the Government Act of legislative or other authority; war, hostilities, act of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts, or act of God, the contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. If the force major condition(s) mentioned above be in force for a period of 90 days or more at any times, the purchaser shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days notice to the contractor in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

## 15.0 PERFORMANCE GUARANTEE BOND:

After Letter of Acceptance is issued by the Purchaser, the Contractor shall furnish a Performance Guarantee Bond in the proforma attached (Annexure-7) from a Nationalized Indian Bank or Scheduled Commercial Bank in India within 15 days from the issue of the Letter of Acceptance to the Contractor for an amount equivalent to 10% of the value of the contract and in the currency of contract price. In the case of foreign contracts, the Performance Guarantee Bond from a commercial bank of the Contractor's country can be accepted only if the Bond is furnished after getting it duly counter-signed by the Reserve Bank of India/State Bank of India or by any Nationalized Indian Bank. The expenses to be incurred for the counter signature shall be borne by the Contractor.

On the Performance and completion of the contract in all respects, the Performance Guarantee Bond will be returned to the Contractor without any interest. In case furnishing of an acceptable Performance Guarantee Bond is delayed by the contractor beyond the period provided above and Bond is accepted by the Purchaser, liquidated damages, as provided in clause 12 for the period of delay in submission of the Bond, may be levied. The Performance Guarantee bond will be submitted through the issuing bank directly to the purchaser. Guarantee Bonds should be in any one of these forms viz. Deposit Receipt,
Pay orders, Demand Drafts, Guarantee Bonds issued by Nationalized or Scheduled Commercial Banks, Bonds of Indian Railways Finance Corporation and KRCL Bonds, Government Securities and a deposit in the Post Office Saving Bank. Pay orders/Demand Drafts should be made in favour of FA&CAO/North Eastern Railway/Gorakhpur- 273012.

15.1 The Performance Guarantee Bond shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the contract and shall in the first instance be valid up to twelve months after the date of last shipment/delivery of the goods contracted to be purchased provided that before the expiry of the date of validity of the Performance Guarantee Bond, the Contractor on being called upon by the Purchaser from time to time, shall obtain from the Guarantor Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non judicial stamp paper of appropriate value must reach the purchaser at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion.

15.2 As and when an amendment is issued to the contract, the contractor shall, with in fifteen days of the receipt of such an amendment furnish to the Purchaser an amendment to the Performance Guarantee Bond rendering the same valid for the contract as amended and upto twelve months beyond the extended delivery date.

**15.3** This Performance Guarantee Bond and/or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so. The Performance Guarantee Bonds executed in India shall also be got endorsed by the Collector under Section 32 of the Indian Stamp Act, 1899 for adequacy of the Stamp Duty, by the contractor.

## 16.0 CUSTOMS DRAWBACK

If, by reason of a customs notification published after the placing of the contract, the stores to be supplied shall become, on exportation, subject to customs drawback in respect of duty paid on them or on the materials used in their manufacture, the contractor shall recover the amount of the drawback and the contract price of the stores shall be reduced by the amount so recovered.

## 17.0 MARKING

The marking of all goods supplied shall comply with the requirement of the Indian Acts relating to merchandise marks or any amendment thereof and for the rules made there under. The following marking of the materials is required:

(a) The following particulars should be stenciled with indelible paint on all the materials/ packages supplied loose;

(i) Contract number
(ii) Specification No.
(iii) Item No.
(iv) Port consignee
(v) Abbreviated consignee marks

(b) The marking as in (a) above should be on labels securely clamped to the packages or bundles so as not to break loose during transit. The use of steel tags for this purpose should be avoided.
(c) In addition to the marking as specified above, distinguishing colour marks should be given so as to distinguish the ultimate consignee in India.

## 18.0 PACKING

**18.1** The items tendered will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (including monsoons) before they are put to the actual use. It is, therefore, imperative that packing for every item is decided by taking into consideration, *inter-alia,* the above vital factors, so as to eliminate damage/deterioration of items in transit/ transshipment/ handling or during storage.

**18.2** The specification of the packing proposed shall be indicated separately if required.

**18.3** The packing advices should bring out the weight, dimensions and size of each bundles/package. Where it is not possible to give weight of the bundles/packages, the contractor must indicate the volume of the bundles/packages, the number of pieces per bundle/package, number of bundles/ packages, and total weight of the items supplied.

**18.4** Where the materials are shipped in bundles/packages the pieces in each bundle/ package should be of uniform sizes to facilitate quick acceptanceand payment. The number of pieces in each bundle/package should also be the same.

**18.5** The contractor will be held responsible for the stores being sufficiently and properly packed so as to ensure their being free from any loss or damage on arrival at their destination.

**18.6** Where materials are to be supplied in bundles, the gross weight should not exceed 1.9 metric tonnes per bundle for shipments to Indian Ports.

## 19.0 INSPECTION

**19.1** Inspection will be carried out by the Purchaser or his nominee. The cost of the inspection will be on Purchaser's account subject to other provisions herein contained. At least four weeks' notice must be given to the inspecting authority to enable him to arrange the necessary inspection.

**19.2 Facilities for Test and Examination**

(i) The contractor shall provide, without extra charge, all materials, equipment, tools labour and assistance of every kind which the Purchaser or his nominee may consider necessary for any tests and examinations, which he or his nominee shall required to be made on the contractor's premises and shall pay all costs attendant thereon.

**(ii)** The contractor shall also provide and deliver free of charge, at such places as the Purchaser or his nominee may nominate such material as he or his nominee may require for test by chemical analysis or independent testing machines. The cost of any such tests will be defrayed by the purchase run less it is stated in the specification that it is to be paid by the contractor.

**19.3 Notification of Result of Inspection**

On the stores being found acceptable by the Inspecting Officer, he shall furnish the contractor with necessary copies of the Inspection Notes duly completed, for being attached to the contractor's bill in support thereof.

**19.4 Certification of Inspection and Approval:**

(i) No stores will be considered ready for delivery until the Purchaser or the Inspecting Officer nominated by him shall have certified in writing that they have been inspected and approved by him.

**(iii)** It shall be the responsibility of the contractor to ensure that only such goods as have been duly inspected and approved by the Inspecting Authority are offered for arranging shipment to the Government of Indian Forwarding Agents and to furnish to them a certificate as under:

"Certified that the goods offered for arranging shipment have been duly inspected and approved by the prescribed in accordance with the terms of the contract and a copy of the Inspection Certificate issued in this regard is enclosed."

**19.5** The contractor shall also satisfy the Inspector that adequate provision has been made:

(i) to carry out his instructions fully and with promptitude;

(ii) to ensure that parts required to be inspected before use are not used before inspections; and

**(iv)** to prevent rejected parts used in error. Where, parts rejected by the Inspector have been rectified or altered, such parts shall be segregated for separate inspection and approval before being used in the work.

**20.0 INSPECTING OFFICER - POWER OF REJECTION:**

**20.1 The Inspecting Officer shall have the power:-**

(i) Before any Stores or part thereof submitted for inspection, to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.

(ii) To reject any stores submitted as not being in accordance with the specifications.

(iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as may in his discretion think fit, he is satisfied that the same unsatisfactory.

(iv) To mark the rejected stores with a rejection mark, so that they may be easily identified if re-submitted for inspection.

**20.2** The Inspecting Officer's decision as regards the rejection shall be final and binding on the contractor.

## 21.0 CONSEQUENCES OF REJECTION:

**21.1 Rejection of Stores:** If the stores being rejected by the inspecting officer or by the consignee at the destination, the purchaser shall be at liberty to request the contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of issue of rejection letter and the contractor shall bear all the cost of such replacement, including freight, if any.

Where, under a contract, the price payable is fixed on F.O.B. port of exportor F.O.R. dispatching station, the contractor shall, if the stores are rejected at the destination by the consignee, be liable in addition to his other liabilities including refund of price recoverable in respect of the stores so ejected, to reimburse to the purchaser, the freight and all other expenses incurred by the Purchaser in this respect.

On rejection of any stores submitted for inspection at a place other than the premises of the contractor, such stores shall be removed by the contractor at his own cost, subject as hereinafter stipulated, within 14 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the contractor at the address mentioned in the schedule, it will be deemed to have been served on him at the time when such communication would in course of ordinary

post reach the contract. Provided that the Inspector may call upon the contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such communication and the decision of the Inspector in this behalf shall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the contractor and that such retention shall not in any circumstances be deemed to be the acceptance of the stores or waiver of rejection thereof.

**21.2** All rejected stores shall in any event and circumstances remain and always beat the risk of the contractor, immediately on such rejection. If such stores are not removed by the contractor within the periods aforementioned, the Inspector may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or the inspector may decide, or dispose off such stores at the contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal, as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall in addition, be entitled to recover from the contractor, the handling and storage charges for the period during which the rejected stores are not removed/disposed off in accordance with the provisions thereof.

## 22.0 ACCEPTANCE OF STORES DESPATCHED AFTER EXPIRY OF DELIVERY PERIOD

**22.1** In cases where only a portion of the stores ordered is tendered for inspection at the fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period because of the reason that adequate notice for inspection in accordance with clause-20 of General Conditions of Contract was not given by the contractor, the Purchaser reserves the right to cancel the order for the balance quantity, at the risk and expense of the contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, the Purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If however, the stores tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions:

**22.1.1** The Purchaser has the right to recover from the contractor the liquidated damages on the stores, which the contractor has failed to deliver within the period fixed for delivery.

**22.1.2** That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax, Freight Charges, foreign exchange variation or on any account of any other tax or duty leviable in respect of the stores specified in the contract, which takes place after the date of delivery period stipulated in the said Acceptance of Tender shall be admissible on such of the said stores as are delivered after said date.

22.1.3 That notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the said stores as are delivered after the said date.

22.1.4 But nevertheless the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Customs Duty, Excise Duty, Sales Tax or on account of any other ground which takes place after the expiry of the above mentioned date namely the delivery date stipulated in the contract. The contractor shall allow the said benefit in his bills or in the absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

**22.2** The contractor shall not dispatch the stores till such time an extension in terms of clause 22.1 above is granted by the Purchaser and accepted by the contractor. If the stores are dispatched by the contractor before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the consignee, the acceptance of the stores shall be deemed to be subject to the conditions mentioned in clause 22.1 above.

**22.3** In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period, the same would be subject to conditions mentioned in clause 22.1 above.

**23.0 EXPORT LICENSE**

If required, the contractor shall apply to the appropriate Government Authority of the exporting country for the grant of the requisite Export Licence within seven days of the receipt of the contract.

**24.0 ARBITRATION:**

**24.1 (a) For Domestic Bidders:** In the event of any question, dispute or difference arising under these Conditions or any Special Conditions of Contract or 'Instructions to Bidders' or in connection with this contract (except as to any matters the decision of which is specifically provided by these Conditions or 'Instructions to Bidders' or the Special Conditions) the same shall be referred to the sole arbitration of a Gazetted Railway Officer appointed to be the Arbitrator, by The General Manager, North Eastern Railway,Gorakhpur,-273012, U.P. ,

INDIA. The Gazetted Railway Officer to be appointed as Arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as railway servants had expressed views on all or any of the matters under dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.

**(b) For Foreign Bidders:** In the event of any dispute or difference arising between the parties hereto elating to any matter arising out or connected with this agreement, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Purchaser and the other to be nominated by the contractor or in the case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference. In case, the two appointed arbitrators fail to agree on the appointment of umpire within 30 days from the date of their appointment, the appointment shall be made, upon request of a party, by the Chief Justice of India or any person or institution designated by him, which shall be final and binding on the parties. Subject as aforesaid, the Indian Arbitration Act, 1996 the rules there under and any statutory modification or re-enactment thereof, shall apply to the arbitration proceedings under this agreement. The venue of the arbitration in all cases shall be in India.

**24.2** In the event of the arbitrator dying, neglecting or refusing to act, or resigning or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

**24.3** The arbitrator may from time to time, with the consent of all the parties to the contract enlarge, the time for making the award.

**24.4** Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be at the discretion of the arbitrator.

**24.5** Subject as aforesaid, the Arbitration Act-1996 and the rules there under and any statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this clause.

**24.6** Supply as per contract, if reasonably possible, may continue during the arbitration proceedings and no payment due to or payable by the Purchaser shall be withheld on account of such proceedings.

**24.7** The venue of arbitration shall be the place from which the acceptance note is issued, or such other place as the arbitrator at his discretion may determine.

**24.8** In this clause the authority to appoint the arbitrator includes, if there be no such authority, the officer who is, for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

**25.0 LAWS GOVERNING THE CONTRACT:**

**25.1** This contract shall be governed by the laws of India for the time being in force.

**25.2** Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall deemed to have been made at the place in India from where the contract has been issued

**25.3 Jurisdiction of Courts:** The courts of the place from where the contract has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

**26.0 HEADINGS:**

The headings of conditions hereto shall not affect the interpretation or construction thereof.

**27 .0 SECRECY**

**27 .1** The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed there under.

**27.2** Any information obtained in the course of the execution of the contract by the contractor, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated as secret and shall not any time be communicated to any person.

**27.3** Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and take penal action.

**28.0 PAYMENT TERMS**

The standard payment terms subject to recoveries, if any, under liquidated damages clause of 'General Conditions of Contract' will be as under:

**28.1 For Foreign Supplies:**

Payment to foreign supplier shall be made through irrevocable and unconfirmed 'letter of credit'. All charges of Letter of Credit, levied by Foreign Bankers shall be borne by the contractor.

a) 90% payment on proof of inspection and shipment and receipt of shipping documents as specified under:

i) Two copies of negotiable cum original bill of lading.

ii) Signed certified commercial invoice showing the description, quantity and price of stores shipped together with the number, weight and volume of such packages shipped.

iii) Certificate that the amounts claimed are correct in terms of the contract.

iv) A copy of Contractor's letter addressed to the Insurer and port consignee advising the closing/shipping particulars to enable insurer to insure this shipment.

v) Inspection Certificate issued by the Inspecting Officer.

vi) Certificate for country of origin.

vi) A certificate that one set of non negotiable document has been sent to purchaser and ultimate consignee

vii) A certificate that first original of negotiable bill of lading along with shipping specification and copies of documents mentioned in LC/contract has been sent to the port consignee.

b) Balance 10% payment will be made within 90 days of receipt of goods at destination and grant of receipt note and on furnishing a bank guarantee as per Annexure-8 fully indemnifying the purchaser against all losses incurred by the purchaser during the warrantee period stipulated in warranty clause (clause 33 of General Conditions of Contract).

**28.2 For indigenous supplies:**

a) 90% payment on proof of inspection and receipted challan along with documents as specified.

b) Balance 10% payment within 90 days of receipt of supplies at destination station and grant of receipt note & on furnishing a bank guarantee as per Annexure-8 fully indemnifying the purchaser against all losses incurred by the purchaser during the warrantee period stipulated in warranty clause (clause 33 of General Conditions of Contract) ..

**29.0 DEDUCTIONS**

Payment as in clause 28.1 and 28.2 above shall be subject to deduction of any amounts for which the contractor is liable under the contract against this tender or any other contract in respect of which the President of India is the Purchaser.

**30.0 PAYMENT PROCEDURE**

Payment against foreign contracts will be arranged through normal banking channels except where payment through Letter of Credit has been stipulated in the contract. In the case of payment through the Letter of Credit, all charges levied by the foreign Banks shall be borne by the Contractor.

**31.0 SOURCE OF FINANCING AND PAYMENT**

Foreign exchange required for the proposed import will be made available from free resources or Rupee payment arrangement or from bilateral credit on the choice of the purchaser. In case the contract is covered by financing from a bilateral or multilateral source, the payment shall be governed by the terms & conditions applicable in the relevant credit/loan agreement.

**32.0 CORRUPTION AND PAYMENT OF COMMISSION**

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor, his agents or servants, or any one on his/their behalf to any employee, representative or agent of the Purchaser or any person on his behalf in relation to the execution of this or any other contract with the Purchaser shall, in addition to the criminal liability under the laws in force, subject the contractor to cancellation of this and all other contracts with the Purchaser, and also to payment of any loss resulting from any such cancellation and the Purchaser shall be entitled to deduct the amounts so payable from any money otherwise due to the contractor under this or any other contract. Any question of dispute as to the commission of any offence under the present clause shall be settled by the Purchaser in such manner and on such evidence or information as may be thought fit and sufficient and his decision shall be final and conclusive on the matter

**33.0 WARRANTY:**

**33.1** The contractor shall warrant that everything to be furnished hereunder shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specifications and samples if any, and shall if operable, operate properly.

**33.2** This warranty shall survive inspection of, payment for and acceptance of the goods, but shall expire 48 (Forty Eight) months after the delivery at ultimate destination in India or 36 (Thirty Six) months from the date of placement in service, whichever shall be earlier, except in respect of complaints, defects and/or claims notified to the contractor within 3 (Three) months of expiry of such date. Any approval of acceptance by purchaser of the stores or of the material incorporated herein shall not in any way limit the contractor's liability.

**33.3** The contractor's liability in respect of any complaints defects and/or claims shall be limited to the furnishing and installation of replacement parts free of any charge or the repair of defective parts only to the extent that such replacement or repair are attributable to or arise from faulty workmanship or material or design in the manufacture of the stores, provided that the defects are brought to the notice of contractor within 3 (Three) months of their being first discovered during the guarantee period of 3 (Three) months from the date of expiry of warranty period, or at the option of the Purchaser to the payment of the value, expenditure and damage as hereafter mentioned.

**33.4** The contractor shall, if required, replace or repair the goods or such portion thereof as is rejected by the Purchaser free of cost at the ultimate destination or at the option of Purchaser, the contractor shall pay to Purchaser value thereof at the contract price or in the absence of such price, at price decided by the Purchaser and such other expenditure and damages as may arise by reason of the breach of the conditions herein specified.

**33.5** All replacement and repair that the Purchaser shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within 2 (Two) months, promptly and satisfactorily.

**33.6** Prompt clearance of the warranty replacement on arrival at Port/Airport shall be the responsibility of the contractor or his representatives after payment of Customs and other duties as applicable".

**33.7** If the contractor so desires, the replaced parts can be taken over by him or his representative in India for disposal as he deems fit at the time of replacement of goods/ parts. No claim whatsoever shall lie on the Purchaser for the replaced parts thereafter.

**33.8** The warranty herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser, or on his behalf in any way without the consent of the contractor, so as to affect the strength, performance or reliability or to any defects to any part due to misuse, negligence or accident.

**33.9** The decision of the Purchaser in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.

## 34.0 QUANTITY DISTRIBUTION (refer para 2.12)

**34.1** The purchaser reserves the right to distribute the procurable quantity on one or more of the eligible bidders. Zone of consideration of such eligible bidders will be the right of the Purchaser.

34.2 Whenever such distribution/Splitting of the tendered/procurable quantity is made, the quantity distribution will depend ( in an inverse manner ) upon the differential of rates quoted by the bidders (other aspects i.e., adequate capacity-cum-capability, satisfactory past performance of the bidders, Outstanding orders load for the Railway making the procurement, quoted delivery schedule vis-a-vis the delivery schedule incorporated in the tender enquiry etc. being same/similar in the manner detailed in the table below:

| Price differential between L-1 and L-2 | Quantity distribution ratio between L 1 L-2 & L2 |
|---|---|
| Upto 3% | 60:40 |
| More than 3% and upto 5% | 65:35 |
| More than 5% | At least 65% on the L 1 bidder. For the quantity to be ordered on the L2 bidder, TC/TAA should decide keeping in view conditions laid down in clauses 34.3 and 34.4 below |

If splitting of quantity is required to be done by ordering on bidders higher than the L2 bidder, then the quantity distribution proportion amongst the bidders will be decided by transparent /logical / equity based extrapolation of the model as indicated in Para above. The purchaser reserves the right to counter offer the lowest acceptable rate for bulk ordering to the higher bidder(s). In the event of rejection of such counter offer(s), the purchaser will reserve their right to decide on the quantity distribution ratio/proportion.

**34.3** The rate of the highest eligible bidder within the zone of consideration has to be per- se, reasonable to the purchaser.

**34.4** In case of inadequate capacity-cum-capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will take very long time) etc. the Purchaser shall have the right to distribute the procurable quantity amongst bidders with due consideration to these constraints and in such a manner as would ensure timely supply of materials in requisite quantity to meet the needs of operation, maintenance, safety etc. of the Railways regardless of inter-se ranking of bidders

**35.0 PREFRENTIAL PURCHASE POLICY FOR MICRO AND SMALLENTERPRISES**

**(Please refer Para 2.24 of Part A)**

**35.1** Preferential purchase policies framed for Micro and Small Enterprises (MSEs) as per the Government's Public Procurement Policy on MSEs from time to time shall be applicable. The Public Procurement Policy on MSEs envisages certain benefits/preferential treatment to Micro and Small Enterprises (MSEs) for their participation in Government procurement as per guidelines of Govt. of India.

**35.2** At present, the benefits extended to MSEs as per Public Procurement Policy are as below:

a. Tender sets shall be provided free of cost to MSEs registered for the item tendered with the agencies mentioned in clause 35.3 (a) below.

b. MSEs registered with the agencies (mentioned in clause 35.3 (a) below) for the item tendered will be exempted from payment of Earnest Money.

c. In tenders, participating MS Es quoting a price within price band of L 1 +15% shall be allowed to supply a portion of the requirement by bringing down their price to L 1 price in a situation, where L 1 price is from someone other than a MSE and such MSEs can be together ordered upto 20% of the total tendered value. 20% out of this 20% (i.e., overall 4 %) of procurement of goods and services will be from MSEs owned by Scheduled castes or scheduled tribes (SC/ST) entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet tender requirements and L 1 price, 4% sub-target of procurement earmarked from MSEs **owned** by **SC/ST Entrepreneurs** shall be met from "other MSEs".

**35.3** In order to extend the above benefits/preferential treatment to eligible MSEs, the following conditions shall apply:

**a.** MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies indicated below (in line with the notification dated 23.03.2012 of Ministry of MSME):

(i) District Industries Centers
(ii) Khadi and Village Industries Commission
(iii) Khadi and Village Industries Board
(iv) Coir Board
(v) National Small Industries Corporation
(vi) Directorate of Handicraft and Handloom
(vii) Any other body specified by Ministry of MSME

b. The MSEs must also indicate the terminal validity date of their registration. The registration certificate should also include information about the status in regard to their category i.e. whether the ownership of MSE pertains to SC/ST/Other category clearly. Absence of such information in the registration certificate would be taken as MSE falling in the category as "Others"

**35.4** For availing the facilities as above, the MSE's are required to submit with their offer copies of relevant documents indicating details of registration along with validity, name of the registering organization and details of the item, details of ownership etc, failing which such offers shall not be liable for consideration of benefits extended to MSE's and the tender case will be decided based on the available documents.

## 36.0 GENERAL

**36.1** Bidders must ensure that the conditions laid down for submission of offers detailed in the preceding clauses, are completely and correctly fulfilled.
**36.2** Bids which are not complete in all respects as stipulated above may be summarily rejected.

SECTION - III

**ANNEXURES**

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**Annexure-5.7**

**Annexure-1**

*(Please see clause 3.2 (i) of Instructions To Bidders').*

**PROFORMA FOR PERFORMANCE STATEMENT**

Tender No .....Date of opening .....Time ..... Hours

Name of the firm ..... .

| S.N | Order placed by (Full Valu address of Purchaser | Order No and date | Descripti onand quantity of stores ordered | Value of order | Date of Completion of delivery | | Remarks indicating reasons for late delivery , if any | Contact details of purchas er eg. Phone/f ax number ' email Address etc |
|---|---|---|---|---|---|---|---|---|
| | | | | | As per contract | Actual | | |

Signature and seal of

*Manufacturer/Bidder*

**Note:** A certificate from the users should preferably be attached to indicate that the contract was satisfactorily performed.

**ANNEXURE-2**

*(Please see clause-3.2 (ii) of 'Instructions to Bidders'*

## PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Tender No ..... Date of opening ..... Time ..... Hours.

Name of the Firm ..... .

***(Note All** details **required** only for the items tendered}*

*1.* Name **& full** address **of** the firm
2. Telephone & Telex No. Office/Factory/Works
3. Telegraphic address
4. Location of the manufacturing factory
5. Details of Industrial Licence, wherever required as per statutory regulations
6. Details of plant & machinery erected and functioning in each Department. (Monographs &description pamphlets be supplied).
7. Details of the process of manufacture in the factory in brief
8. Details and stocks of raw material held
9. Production capacity of item (s) quoted for, with the existing plant & machinery

9.1 Normal
9.2 Maximum

10. Details of arrangement for quality control of products such as laboratory, testing Equipments etc.
11. Details of staff

11.1 Details of technical supervisory staff-in-charge of production & quality control
11.2 Skilled labour employed

11.3 Unskilled labour employed
11.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application.

12. Whether stores are tested to any standard specification, if so, copies of original test certificate should be submitted in triplicate.
13. Are you registered with the Directorate General of Supplies & Disposals, New Delhi, INDIA. If so, furnish full particulars of registration, period of currency etc.
14. Is the firm a unit registered as MSE( as per Clause5.9 of "Instructions to Bidders") ? (If so, a copy of the registration certificate should be enclosed.)

Signature and seal of the
Manufacturer / Bidder

**ANNEXURE-3**

(Please see clause-5. 1 (iii) of 'Instructions to Bidders)

## PROFORMA BANK GUARANTEE FOR BID GUARANTEE

**Ref ..... .** Date ..... .

Bank Guarantee No . ..... .

To,
The PRESIDENT OF INDIA
acting through the FA&CAO,
North Eastern Railway,
Gorakhpur-273012,
U.P. , India

Dear Sir,

In accordance with your invitation to tender No ..... for
Supply of. ..... Mis.. ..... .

hereinafter called the bidder with the following Directors on their Board of Directors/Partners of the firms:

1. 2.

3. 4.

5. 6.

7. 8.

9. 10.

wish to participate in the said tender for the supply of ..... .

As a Bank Guarantee against Bid Guarantee for sum of. .. .....

of ..... .....

..... .. ..... ..... ... .....

..... (in words & figures) valid for(225) two hundred and twenty-five days from

..... .

required to be submitted by the bidder as a condition for the participation, this Bank hereby guarantees and undertakes during the above said period of two hundred and twenty five(225) days to immediately pay, on demand by the Controller of Stores or Financial Advisor & Chief Accounts Officer, North Eastern Railway, Gorakhpur, INDIA, in writing the amount of. ..... .. ..... ..... .... .... .... ..... .... ..... .... ..... (in words & figures) to the said Controller of Stores or Financial Advisor & Chief Accounts Officer, Eastern

Railway, Kolkata, INDIA, and without any reservation and recourse, if:-

**(i)** the bidder after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the Purchaser; or
**(ii)** the bidder withdraws the said bid within 180 days after opening of bid; or

**(iii)** the bidder having not withdrawn the bid, fails to execute the contractual documents within the period provided in the contract; or
**(iv)** having executed the contract fails to give the bonds so aforesaid within the period provided in the contract.This guarantee shall be irrevocable and shall remain valid up to 4.00 P.M. on
..... If further extension to this guarantee is required, the same shall be extended to such required periods on receiving instructions from

M/s ..... on whose behalf this guarantee is issued.

**Date**

**Place** ***Signature***
***..... .***

**Witness** Printed Name ..... . (Designation)…….

(Bank's Common Seal)

**Note for the issuing bank :**

a) The original Bank Guarantee should be sent to the beneficiary directly under Registered Post AD or Speed Post or Courier Service.

b) In exceptional cases, where the Bank Guarantee is handed over by the Bank to the Customer for any genuine reasons, the Bank branch should immediately send by Registered Post AD or Speed Post or Courier Service an unstamped duplicate copy of the Bank Guarantee directly to the beneficiary with a covering letter requesting beneficiary to compare this copy of the Bank Guarantee with the original received from the Bank's customer i.e from the Contractor/Supplier.
c) At times, the Banks may receive letters from beneficiaries requiring Bank's confirmation for having issued the Bank Guarantee. The Bank branches must immediately send the confirmation letter under Registered Post or Speed Post or Courier Service to the concerned Railway Authorities (Beneficiaries) promptly without fail.

**ANNEXURE - 3A**

# PROFORMA BANKGUARANTEE FOR BID GUARANTEE

## (Submitted by Indian Agent on behalf of Bidder)

**Ref ..... .** Date .....

Bank Guarantee No .....

To,

THE PRESIDENT OF INDIA
acting through the FA&CAO,
North Eastern Railway,
Gorakhpur-273012,
Uttar Pradesh, India
Dear Sir,
.
In reference to letter no. ..... Dt. .....o f "Bidder" M/s. ..... (Name and address of Bidder) authorizing M/s ..... (Name and address of Indian Agent) as Bidder's Indian Agent and in accordance with your invitation tender
No ..... for supply of……..

We, M/s .... (Name of Indian Agent) ..... .

hereinafter called the Indian Agent of the Bidder with the following Directors on their Board of Directors/Partners of the firms:

| | |
|---|---|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |
| 7. | 8. |
| 9. | 10. |

Agree to submit this bank guarantee for and on behalf of the "Bidder" who wish to participate in the said tender for the supply of ....……
I/We, the Indian agent of the bidder assume and own the responsibility for payment of the dues under this guarantee.
As a Bank Guarantee against Bid Guarantee for sum of ..... ..... (in words & figures valid for (225) two hundred and twenty five days from ..... required to be submitted by the bidder as a condition for the participation, this Bank hereby guarantees and undertakes during the above said period of (225) two hundred and twenty five days to immediately pay, on demand by the Controller of Stores or Financial Advisor & Chief Accounts Officer, North Eastern Railway, Gorakhpur, INDIA, in writing the amount of .....
. . . . . (in words & figures) to the said Controller of Stores or Financial Advisor &

Chief Accounts Officer, North Eastern Railway, Gorakhpur, INDIA, and without any reservation and recourse, if :-

(i) the bidder after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the Purchaser,

or

(ii) the bidder withdraws the said bid within 180 days after opening of bid;

or

(iii) the bidder having not withdrawn the bid, fails to execute the contractual documents within the period provided in the contract, or
(iv) having executed the contract fails to give the bonds so aforesaid within the period provided in the contract.
This guarantee shall be irrevocable and shall remain valid upto 4.00 P.M. on
..... If further extension to this guarantee is required, the same shall be extended to such required periods on receiving instructions from

M/s ..... on whose behalf this guarantee is issued.

Date : Signature ..... .

Place: Printed Name ..... .

Witness: (Designation)

(Bank's Common Seal)

**Note for the issuing bank :**

d) The original Bank Guarantee should be sent to the beneficiary directly under Registered Post AD or Speed Post or Courier Service.

e) In exceptional cases, where the Bank Guarantee is handed over by the Bank to the Customer for any genuine reasons, the Bank branch should immediately send by Registered Post AD or Speed Post or Courier Service an unstamped duplicate copy of the Bank Guarantee directly to the beneficiary with a covering letter requesting beneficiary to compare this copy of the Bank Guarantee with the original received from the Bank's customer i.e from the Contractor/Supplier.

f) At times, the Banks may receive letters from beneficiaries requiring Bank's confirmation for having issued the Bank Guarantee. The Bank branches must immediately send the confirmation letter under Registered Post or Speed Post or Courier Service to the concerned Railway Authorities (Beneficiaries) promptly without fail.

**Annexure- 5.6**

**Annexure-4**

(Please see clause-7.5 of Instructions to Bidders

## PROFORMA FOR AUTHORITY FROM MANUFACTURERS

**No**.....… Dated.....

To,

THE PRESIDENT OF INDIA,

Acting through the PCMM,

NORTH EASTERN Railway,

Gorakhpur-273012,

U.P.,India

Dear Sir,

Subject.- NORTH Railway, Gorakhpur's Tender No.....

We..... an established and reputable manufacturers of ..... . having

Factories..... .....Do hereby authorize M/s. . .....Name and address of Agents )to represent us, to bid, negotiate and conclude the contract on our behalf with

You against Tender No.....

No company/ firm or individual other than M/s.....

Are authorized to represent us in regard to this business against this specific tender

Yours faithfully,

(NAME)

For & on behalf of M/s....,.....

(Name of Manufacturers)

*Note:* This letter of authority should be on the Letter-Head of the manufacturing concern and should be signed by a person competent and having the power of attorney lo bind the manufacture.

**Annexure-5**

(Please see clause-14 of Instructions to Bidders?

**DETAILS OF SHIPPING ARRANGEMENTS OF LINER CARGOES IN RESPECT OF F.O.B./F.A.S. CONTRACTS FOR IMPORTS**

1. Shipping arrangements will be made by the Ministry of Surface Transport (Chartering Wing),New Delhi(Cable: TRANSCHART: NEW DELHI: Telex :VAHAN/IN-031-61157,61158,61159FAX+911123718614),through their respective forwarding Agents/Nominees as mentioned below, to whom adequatenoticeabouttheredinessofcargoforshipmentshouldbegivenby the Sellers from time to time atleast six weeks in advance of the required position for finalising the shipping arrangements.

| *Area* | Forwarding Agents! Nominees |
|---|---|
| *(a)* U.K .including Northern Ireland(also Eire), the North Continent of Europe (Germany, Holland ,Belgium, France, Norway, Sweden, Finland and Denmark) And port son the Continental Sea Board of the Mediterranean, *(i.e.* French and Western Italian Ports) and also Adriatic Ports. | M/s.**Schenker&Co.,**2000Hamburg FOB No. 110313 (Cable SCHENKERCOHAMBURG)Telex 217004-33SHD212675Telephone No. 040/36135-0FAX: |
| (b) U.S.A., Canada, Mexico& SOUTH America Brajil | M/s.OPT Overseas Project Transport lnc.,46, SELLERS STREET, KEARNY,NEW JERSEY07032,Tel. (201)998-7771 Telex:673-3586Fax(201)988-7833 |
| **(c)** Japan. | **The** First Secretary (Commercial) Embassy of India, Tokyo, (Cable: INDEMBASSY TOKYO) Telex: INDEMBASSY J-2485O Telephone:262 2391FAX: |
| (d) Australia ,Algeria ,Bulgaria, Romania, Czech Republic, Slovakia, Egypt | The Shipping Corporation of India Ltd., GDR 'Shipping House' 229/232 Madame Cama Road, Bombay-400 021 (Cable: SHIP INDIA BOMBAY), Telex: 31-2209 SCID IN' Telephone+9111232666,+9111232785 |
| *(e)* Russia ,Ukraine ,etc. (CIS states) | --------do------- |
| *(f)* Poland | --------do------- |
| (g)Pakistan | The Mogul-Line Ltd., 16,Bank Street, |

Fort Bombay-400023(Cable:
MOGUL BOMBAY)
Telex 011-4049 (MOGUL)
Telephone: 252785

| | |
|---|---|
| (h)Other are as not specifically mentioned above. | Shipping coordination Officer, Ministry of Surface Transport (Chartering Wing),New Delhi (Cable: TRANSCHART:NEW DELHI Telex: VAHAN/IN-031-61157,61158,61159 FAX +91 11 23718614) |

2. BILLSOFLADING

The Bills of Lading should be drawn to indicate 'Shipper and Consignee' asunder:-

**SHIPPER;** The Government of India

CONSIGNEE: As per consignee's particulars in the contract,(The name and address of the 'Port Consignee and Ultimate Consignee' should both be indicated).

3. Two non-negotiable copies of the Bill of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping and Transport, (Chartering Wing), Parivahan Bhavan, New Delhi after the shipment of each consignment is effected.
4. The Seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used, the cost of additional insurance, if any, shall be borne by the Seller

**Annexure-6**

(Please see clause 14 of 'Instructions to Bidders].

## PROFORMA FOR INDICATING PARTICULARS OFCARGOES FOR WHICH SHIPPINGSPACEISREQUIREDTOBEARRANGEDBYTHESHIPPINGCO ORDINATION ANDCHARTERING ORIGANISATION OF THE MINISTRY OF SHIPPING

| | |
|---|---|
| S. No. | |
| Name of the supplier with telegraphic/Postal address/Fax No. | |
| Name of the consignee with telegraphic/ postal address | |
| Description | |
| Quantity | |
| Cargo availability, whether shipload or parcel, if parcels, size of parcels | |
| Period over which shipment to be completed | |
| Loading Port | |
| Discharge Port | |
| Nature of contract, FOB or CFR | |
| Any special conditions in the contract relating to ship | |

**Signature and seal of Manufacturer/Bidder**

*Note:--This form should be filled in and sent(induplicate) to the Chief Controller of Chartering (in respect of bulk cargoes) and the Shipping Co-ordination Officer (in respect of general liner cargoes), Ministry of Shipping, New Delhi, with* a *copy to the Purchaser* as *soon* as *possible after the relevant contract is finalized.*

**Annexure-7**

(Please see 517 of 'General Conditions of Contract

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND**

**Ref.....** **Date.....**

No..... Bank Guarantee

To,

THE PRESIDENT OF INDIA.

Acting through the FA&CAO,

NORTH EASTERN Railway,

Gorakhpur- 273012,

U.P.,India,

1. Against contract vide Advance Acceptance of the Tender No.....

dated..... covering supply of.....

(hereinafter called the said 'contract') entered in to between the President of India

and..... (hereinafter called the 'Contractor,this is to certify

**Bank Ltd.,**

that at the request of the Contractor.....

are holding in trust in favour of the President of India, the amount of.....

..... (write the sum here in words) to indemnity and keep indemnified the President of India (Govt. of India) against any loss or damage that may be caused to or suffered by the President of India (Govt. of India) by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or the performance thereof. We agree that the decision of the President of India (Govt. of India), whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the President of India(Govt. of India)shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and with out demur to the President of India (Govt. of India).

2. We.....Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Contractor *i.e. ti/1.....(viz.*thedateupto12months after the dateoflastshipment/delivery,ofthegoodsordered)hereinaftercalledthe'saiddate'andthat if any claim accrues or arises against us. ..... Bank Ltd., by virtue of this

guarantee before the said date, the same shall be enforceable against "'·· Bank Ltd.),not withstanding the fact that the same is

enforced within six months after the said dale ,provided that notice of any such claim has

been given to us.....Bank/Ltd., by the President of India (Govt. of India) before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the president of India (Govt. of India).

3. It is fully understood that this guarantee is effective from the date of the said contract

and that we …… Bank Ltd., undertake not to revoke this guarantee
During its currency without the consent in writing of the President of India (Govt.ofIndia).

4. We undertake to pay to the Government of India any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payments so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

5. We..... Bank Ltd., further agree that the President of India (Govt. of India) shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or form time to time any of the powers exercise able by the President of India (Govt. of India), against the said Contractor and to for bear or enforce any of the terms and conditions relating to the said contracts and we.....Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and/ or omission on the part of the President of India or any indulgence by the President of India the said Contractor or by any other matter or thing what-so-ever, which under the law relating to sure lies, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

**6.** This guarantee will not be discharged due to the change in the constitution of the Bank or the **Contractor.**

**Date.....** ***Signature.....***

Place..... Printed Name.....

Witness.....

(Designation)

Bank's Common Seal

**Note for the issuing bank:**

The original Bank Guarantee should be sent to the beneficiary directly under Registered Post AD or Speed Post or Courier Service.

In exceptional cases, where the Bank Guarantee is handed over by the Bank to the Customer for any genuine reasons, the Bank branch should immediately send by Registered Post AD or Speed Post or Courier Service an unstamped duplicate copy of the Bank Guarantee directly to the beneficiary with a covering letter requesting beneficiary to compare this copy of the Bank Guarantee with the original received from the Bank's customer i.e from the Contractor/Supplier.

At times, the Banks may receive letters from beneficiaries requiring Bank's confirmation for having issued the Bank Guarantee. The Bank branches must immediately send the confirmation letter under Registered Post or Speed Post or Courier Service to the concerned Railway Authorities (Beneficiaries) promptly without fail.

**ANNEXURE-8**

(Please see clause 28.1 (b)and 28.2 (b)
Of General Conditions of Contract)

**PROFORMA OF BANK GUARANTEE FOR 10% CONTRACTVALUE TO WARDS WARRANTY GUARANTEE**

To,

THEPRESIDENTOFINDIA,
NORTH EASTERN Railway,
Gorakhpur-
273012, U.P.,India

Sub.-Guarantee **No**.....for ..... (Amount).

Covering equipment(s) Serial no supplied

to ..... (Consignee/s)

Ref.-Contract No.....dated.....

Placed on M/s.....

1. WHEREASM/s.....one of our constituents,

(hereinafter called the "Sellers") have agreed to sell to you (hereinafter referred to as the "Government")Nos .of.....(give description)

As per contract No.....

dated.....(hereinafter called "the said contract")

2. AND WHEREAS according to the terms of said contract, it has been stipulated that payment of 10% of the value of the stores would be made, provided that the Sellers furnish to the Purchaser a Bank Guarantee from a recognised bank, acceptable to the Purchaser for 10 per cent of the value of the said contract, valid for a period covering in full the Guarantee Period as per the warranty clause of the said conditions of the contract, being the conditions attached to and forming part of the said contract.
3. AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing 10 percent of the value of(he said contract which you have agreed to accept.
4. That in consideration of the promises and at the request of the said Sellers, we hereby irrevocably undertake and guarantee to pay to the Government of India or at such other place as may be determined by you forthwith on demand and with out any demur ,any sum up to a maximum amount of..... representing10 per cent of the value of the stores dispatched under the said contract in case the Seller make de fault in paying the said
Sum or make any default in the performance, observance or discharge of the guarantee contained in the said contract.
5. We agree that the decision of the Government, whether any default has occurred or has been committed by the Sellers in the performance, observance or discharge of the guarantee

Aforesaid shall be conclusive and binding on us M/s.....

6. Government of India shall be at liberty, from time to time, to grant or allow extension of time or give other indulgence to the said Sellers or to modify the terms and conditions of the contract with the said Sellers without affecting or impairing this guarantee or our liability hereunder.

7. We under take to pay to the Government of India any money so demanded notwithstanding any dispute or disputes raised by the Sellers in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. We also undertake to pay to the Government of India any money so demanded against the Purchaser's claims in any other contracts placed on (he said sellers.

The payment so made by us under this bond shall, be a valid discharge of our liability for payment **thereunder** and the Sellers shall have no claim against us form a king such payment.

8. This bank guarantee comes into force when the balance ten percent of the value of the stores, shipped per Vessel.....vide Bill of lading No..... **dated.....or** R/R No..... dated.....(in the case of indigenous contracts)Under the said contract, has been paid and will remain in full force and effect up

to..... .....*i.e.*for..... months counted from the date of placing the stores in service, and shall continue to be enforceable for further five months *i.e.*

up to.....(date),hereinafter called the said date.

9. This guarantee will not be discharged due to the change in the constitution of the Bank or the Sellers.

10.That no claim under this guarantee shall be entertained by us unless the same has been preferred by the Government of India within the said date.

**Date.....** Signature.....

Place..... Printed Name.....

Witness..... (Designation).....

Bank's Common Seal

## Note for the issuing bank:

**1.0** The original Bank Guarantee should be sent to the beneficiary directly under Registered Post AD or Speed Post or Courier Service.

**2.0** In exceptional cases, where the Bank Guarantee is handed over by the Bank to the Customer for any genuine reasons, the Bank branch should immediately send by Registered Post AD or Speed Post or Courier Service an unstamped duplicate copy of the Bank Guarantee directly to the beneficiary with a covering letter requesting beneficiary to compare this copy of the Bank Guarantee with the original received from the Bank's customer i.e. from the Contractor/Supplier.

**3.0** At times, the Banks may receive letters from beneficiaries requiring Bank's confirmation for having issued the Bank Guarantee. The Bank branches must immediately send the confirmation letter under Registered Post or Speed Post or Courier Service to the concerned Railway Authorities (Beneficiaries)promptly without fail.