Amendment date: 13.01.2022 (Total Annexures-19)

CENTRAL ORGENISATION FOR RAILWAY ELECTRIFICATION

INSTRUCTIONS TO TENDERERS

AND

GENERAL CONDITIONS OF TENDERS FOR SUPPLY CONTRACT

(FOR INDIGENOUS TENDERS)

Note: In case of any variation in the terms and condition appearing in IRS Conditions of Contract and General Conditions specified in the tender documents, the latter will prevail. In case of any variation between the General Conditions and Special Conditions specified in the tender documents, the latter will prevail.

1.0 GENERAL INSTRUCTIONS

1.1 On behalf of the President of India, the **Principal Chief Materials Manager, CORE, Prayagraj, India** (hereinafter referred to as the Purchaser), invites electronic tenders for the supply as set forth in the Notice Inviting Tender (NIT), 'Techno Commercial Bid Details' form and 'Financial Rate Page for Supply' form of the electronic tender uploaded on the Indian Railways E-Procurement System website (www.ireps.gov.in), herein after referred to as IREPS website The tenders are invited in terms of 'IRS Conditions of Contract', 'Instructions to Tenderers for Electronic Tenders', 'General Conditions of Tender and 'Special Conditions of Contract' uploaded on the IREPS website, and other conditions incorporated in the tender documents.

1.2 Electronic tender document consists of:

a. Latest version of IRS conditions of contract

b. Instructions to Tenderers and General Conditions of Tender

c. Special Conditions of Contract

Signature Not Verified
Digitally signed by ARCHANA YADAV
Date: 2022.01.13 17:53:48 IST
Reason: IREPS-CRIS
Location: New Delhi

d. NIT and Tender Document

e. 'Submit Payment Details' form

f. 'Techno Commercial Bid Details' form, including attached documents, if any.

g. 'Financial Rate Page for Supply' form.

1.3 The contract, if placed, shall be governed by latest versions (along with all corrections slips) of

a. IRS Conditions of Contract

b. Special Conditions of Contract

c. Instructions to Tenderers & General Conditions of Tender

All the above documents are available on the IREPS website **(www.ireps.gov.in)**.

1.4 **Registration of Vendors on IREPS website:**

In order to participate in the electronic tenders issued by North Central Railway, the vendors are required to obtain 'Class-III Digital Signature Certificate with Company Name' from any Certifying Authority' licensed by Controller of Certifying authorities (CCA). The details of the certifying authorities are available on CCA website www.cca.gov.in. The vendors will also have to get themselves registered on IREPS website (www.ireps.gov.in).

Vendors can submit their log in registration request on line by clicking on the New Vendors link available on Home Page of IREPS website, and after signing the same digitally using their own Digital Signature Certificate. Log in registration to the web site is available on free of charge basis. The registration request, after due verification, will be accepted and Password will be sent to them to their registered e-mail account. Detailed instructions regarding registration process are available in 'User's Manual for Vendors' which can be accessed through

Learning Center link available on the Home page of IREPS website.

Vendors interested in participating against an electronic tender are advised in their own interest to obtain the digital signatures, and get themselves registered on IREPS website well in advance of the tender closing date. North Central Railway shall not provide any assistance to the vendor in this regard, and shall not be responsible for failure of the vendor to submit their offer against any electronic tender on this account.

1.5 Offers received in the electronic tender box available in the IREPS website (www.ireps.gov.in) will only be considered against electronic tenders.

1.6 Manual offers delivered by post/fax or in person, or offers sent by e-mail or telex shall not be accepted against electronic tenders, even if such offers are received in time. All such offers shall be considered as invalid offers and shall be rejected summarily, without any consideration.

1.7 The digital signature of the tenderers on the E-tender form will be considered as confirmation that the tenderers have read, understood and accepted all the conditions laid down in the documents referred to in Para 1.2 and 1.3 above, unless special deviation is quoted by the tenderers in the Technical deviation & Commercial Deviation templates in 'Techno-commercial Bid Details' form.

1.8. All mandatory fields in pre-designed templates of 'Techno Commercial Bid Details' form and 'Financial Rate Page for Supply' form shall be filled in by the tenderer.

1.9. The stores offered should be in accordance with stipulated drawings and specifications as given in the 'Techno Commercial Bid Details' form and 'Financial Rate Page for Supply' form and attachments attached with the electronic tender.

1.10 The details of deviations, if any, from tender specification and

other conditions should be clearly indicated in the Technical Deviation and Commercial Deviation templates provided on 'Techno-commercial Offer' form. Alternatively, the tenderer can submit the details of deviations as per the format given in **Annexure-1** of this document, by attaching the deviation statement in PDF format in the Attach Documents template on 'Techno-commercial Bid Details' form. Tenderers may note that conditions deviating from the tender conditions/ description/specifications may render the offer liable to be ignored.

1.11 Tenderers are required to quote in the same rate unit (i.e. Number, set etc.) as given in the tender schedule. Any deviation in this aspect shall render the offer unresponsive and shall be summarily rejected.

1.12 **Currency of Offer:** The price should be quoted only in Indian Rupees. The offers submitted in other currencies shall not be considered.

1.13 **Validity of Offer:** The offer shall be kept valid for acceptance for a minimum period of 90 days (120 days for M&P items) from the date of opening of the tender. In case the tenderer stipulates validity period of less than 90 days (120 days for M&P items), the offer is liable to be treated as unresponsive and ignored.

1.14 Tenderers are advised to confirm "Compliance to special tender condition/Checklist" in the template Special Conditions/Checklist for Bidders on 'Techno Commercial Bid Details' form by putting a tick mark in the check box provided against each Special Condition/Checklist, and in case of a "No" must furnish reason for non-compliance with that Special Condition/Checklist in the remark entry box provided therein. Tenderers may note that non-compliance to the Special Conditions/Checklist, without stating valid reasons in the relevant remark entry box may render the offer liable to be

ignored.

1.15 Should a tenderer have a relative employed in Gazetted capacity in the Stores Department of the North Central Railway, or in the case of a partnership firm or company incorporated under the Indian Company Law should a partner or a relative of the partner be employed in Gazetted capacity in Stores Department of North Central Railway, the authority inviting tenders shall be informed of the fact by the tenderer at the time of submission of tenders, failing which the tender may be rejected, or if such fact subsequently comes to light the contract may be rescinded.

1.16 Railways have started making payments through NEFT system for quick money transfer to the tenderers account.

i. Tenderers must give their consent in the mandate form provided at **Annexure- 6** of General Conditions of Tenders for Supply Contract, for receipt of payment through NEFT.

ii. In case of non-payment through NEFT or where NEFT facility is not available payment will be released through cheque.

1.17 **Corrigenda:** Purchaser reserves the right to issue corrigenda to the tender document before the due date of opening of the tender and additional time if warranted, may be given for such corrigenda. Tenderers are also advised to check the website for the purpose of submitting their e-bids or revising their e-bids, whether any such corrigendum to the tender has been issued or not.

2.0 QUALIFYING REQUIREMENTS OF TENDERERS

2.1 The tenderer shall clearly indicate whether he is registered with PCMM/NORTH CENTRAL 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/NCR/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.

2.2 If the tenderer is not registered with NORTH CENTRAL Railway or NSIC, or is not an approved source for the tendered item with RDSO/DLW/CLW/ICF/RCF/NCR/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.

2.2.1 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- 4** of this document, to participate in the specific electronic tender being submitted

2.2.2 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.

2.3 For the purpose of Para 2.2 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-2, 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-3 of this document, attached in the Attach Documents template of 'Techno-commercial Bid Details' form.

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

2.5 Procurement of Items reserved to be procured from approved sources -

2.5.1 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 25.2 of Instructions to tenderers and General Conditions of tenders. 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 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.

2.5.2 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/NCR/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 25.2 of Instruction to tenderers and General Conditions of tenders for supply contract [for indigenous tenders] shall be applicable.

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.

2.5.3 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 2.5.3.1 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 para 2.5.3.2 below.

2.5.3.1 Relevant Past Performance" for Regular Orders:

Unless otherwise specified, Firm/ tenderer shall be considered to possess relevant past performance for satisfactory execution if they have executed orders of minimum specified quantities at Zonal Railway / Production Unit in the last three years as on the date of tender opening. For this purpose they should submit along with their offer, documented past performance reports of satisfactory execution and equivalent performance parameters like copies of receipt note, Inspection certificates/Receipted Challans along with relevant Purchase Orders.,

The past performance for satisfactory execution shall mean and include performance in respect of any one of the following: -

(a) Tendered item, unless (b) or (c) is expressly specified in the tender schedule
(b) Similar item, or
(c) Any of the tendered items as the case may be

2.5.3.2 Capacity-cum-Capability" for Developmental Order:

For consideration of developmental orders, the tenderers must be able to demonstrate their capacity-cum- capability to manufacture the tendered item. For this purpose they should submit along with 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 mentioned above 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.

2.5.4 Procurement of materials from Micro & Small Enterprises (MSEs): For items reserved from Micro & Small Enterprises (MSEs) the offers of MSEs registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of MSME, for the tendered item(s) will only be considered. MSEs registered with any one of the above agencies must attach (in the template - Attach Documents on "Techno-Commercial Bid Details form, a scanned copy in PDF format) their current & valid registration certificate for the tendered item along with their offer, failing which the offer is liable to be ignored.

3.0 BENEFITS/PREFERENTIAL TREATMENT TO MICRO & SMALL ENTERPRISES (MSEs)

(a)(i) Tender sets shall be provided free of cost to MSEs registered with agencies, as given at Para (B) below, for the item tendered.

(ii) MSEs registered with the agencies, as given at Para (B) below, for the item tendered will be exempted from payment of Earnest Money.

(iii) In tenders, participating MSEs, as given at Para (B) below, 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 MSE and such MSEs can together be ordered up to 25% value out of the net procurable quantity.

(iv) 4% of procurement will be from MSEs owned by Scheduled Caste/ Scheduled tribe (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 Scheduled Caste/ Scheduled Tribe (SC/ST) Entrepreneurs be met from other MSEs.

(v) Minimum 3% reservation for women owned MSEs within the above mentioned 25% reservation.

(vi) Traders and agents are not eligible to avail the benefits extended under the Public Procurement Policy for MSEs.

(vii) 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.

(viii) In case, the tenderers is a Micro or Small Enterprises (MSE), the tenderer shall also furnish the following details in their offer:

i) The category of the tenderers:

a) Whether vendor is Micro Enterprise or

b) Whether vendor is Small Enterprise.

ii) Each of the above categories must further mention the sub-classification whether the tenderers is an enterprise -

a) Owned by Scheduled Castes (SC)

b) Owned by Scheduled Tribes (ST)

c) Owned by women .

d) Owned by other than the above 3 categories.

iii) Confirm the following:

a) Whether documentary proof of being registered with any of the specified agencies indicated in B(I) below has been submitted with their offer.

b) Whether the terminal date of validity of the registration with the specified agencies has been indicated in their offer.

(ix) In case, the tendered item is restricted for placement of bulk orders on

approved sources, then the criteria for placement of orders on MSEs under the Public Procurement Policy for MSEs will additionally require that the MSE firms are one of the valid approved sources for the tendered item.

(x) The tenderers who are large Scale vendors of Railway Units or who come under consortia of MSEs (as vendors to Railway Units) formed by NSIC, are also required to upload with their offers, the procurement and percentage of sub-contract to be made from MSEs for goods to be supplied against this tender, and also furnish the details as in para B(I) below for the portion sub- contracted to MSEs.

(B)(I) 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 mentioned in the notification of Ministry of MSME indicated below:-

(i) District Industries Centres

(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

(II) The MSEs must also indicate the terminal validity date of their Registration.

Further, Declaration of UAM [Udyog Aadhar Memorandum] number on Central Public Procurement Portal [CPPP] has been made mandatory in order to avail the benefits available to MSEs as contained in Public Procurement policy 2012

hence , ALL MSEs bidder should ensure the Declaration of UAM [Udyog Aadhar Memorandum] number on Central Public Procurement Portal [CPPP] failing which such bidders will not be able to enjoy the benefits as per Public Procurement policy for MSEs Order,2012 for tenders invited electronically through CPPP.

(III) The registration certificate should also include information about the status in regard to their category i.e. the ownership of MSE pertains to SC/ST/women/Other category clearly. Absence of any such information in the registration certificate would be taken as MSE failing in the category as "others".

Failing B (I) & (II) above, such offers will be not liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

3.1 **STARTUP INDIA:**

The startups are normally Micro and Small Enterprises which may not have a track record. These may have technical capability to deliver the goods and services as per prescribed technical & quality specifications, and may not be able to meet the qualification criterion relating to prior experience-prior turnover. Railway may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications.

3.2 **Public Procurement (Preference to make in India) Order 2017:**

3.2.1 The revised Public Procurement (Preference to make in India) Order 2017 issued by the Ministry of Commerce and Industry, Department for promotion of Industry and Internal Trade (Public procurement section), Govt. of India vide their order No. P-45021 /2/2017-PP(BE-II) dated 16/09/2020 and forwarded vide Rly Bd letter No. 2020 /RS(G)/779/2/Pt.1 dated 25/09/2020 shall be applicable for all tenders issued by this organization, except where estimated value is less than Rs. 5.00 Lakh (Rs. Five Lakhs).

3.2.2 **Definitions**: For the purpose of this Order, the definitions are as under:

(i) **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed in NIT/Tender schedule/ the special conditions, 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.

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.

(ii) **'Class-I 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-I local supplier under this order.

(iii) **`Class-II 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-II local supplier but less than that prescribed for Class I local supplier under this order.

(iv) **"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 II local supplier under this order.

(v) 'L1' means the lowest tender or lowest bid of 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.

(vi) '**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 which is 20% unless specified in NIT/Tender schedule/the special conditions. However, it will be taken as per the status of the policy reckoned as on the date of tender opening.

(vii) '**Procuring Entity'** means an 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.

(viii) '**Nodal ministry**' means the ministry or department identified pursuant to this order in respect of a particular item of goods or services or works.

(ix) '**Works**' means all works as per rule 130 of General Financial Rule 2017 issued by ministry of Finance , Government of India (referred as GFR 2017 in subsequent Paras) and will also include turnkey works.

(x) **Minimum local content-** The local content requirement to categorize the supplier as class-I 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-I 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-I local suppliers/class-II local suppliers respectively.

3.2.3 **A. 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 / Department has communicated that there is sufficient local capacity and local competition, only Class-I local supplier, as defined bidder 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 3.2.3 (a) above and estimate value of purchases 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.

B. 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 procurements of goods or works, which are covered by pare 3.2.3 (b) above and which are divisible in nature, 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 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 suppliers quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 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 Para 3.2.3 (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 supplier to matching the L1 price.

(iii) In case such lowest eligible Class-I local supplier` fails to match the L1 price, the Class-I 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 L1 price. The contract may be awarded to the L-1 bidder.

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

C. Applicability in tenders where the contract is to be awarded to multiple bidders-

In tenders where contract is awarded to multiple bidders subject to matching of L1 rate or otherwise, class-I local supplier shall get purchase preference over class-II local supplier as well as non-local suppliers 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 provision 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 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-I 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 quoting class-I local supplier does not qualify for purchase preference because of aforesaid constraint or does not accept the offered quantity, an opportunity may be given to next higher class-I local supplier falling within 20% margin of purchase preference and so on.

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

3.2.4 **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 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 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 cost accountant (in respect of suppliers other than companies) giving the percentage of local content in the format as per Annexure 17.

c. Decision on complaint 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. PCMM/CMM(CHOD) shall have full powers to take decisions on complaints relating to implementation of this order (Preference to Make in India) Order 2017.Fee for filing a complaint under the order shall be Rs. 10,000 per case. The complaint shall be filed in the office of the PCMM/NCR and the fees shall be deposited with the office of the PFA/NCR.

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 the procurement entities.

3.2.5 Unless otherwise specified in tender schedule, tendered goods shall be treated as divisible in nature.

3.2.6 The decision of NC railway /Railways regarding sufficient Local capacity and local competition will be final and binding on all.

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

3.2.8 In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to upload 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.

3.2.9 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.

3.2.10 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.

3.2.11 In tender where bulk procurement is to be made from approved vendors of RDSO/DLW/CLW or any other agency or as specified in the eligibility criteria mentioned in the tender documents, the above preferential treatment will be given to approved vendor(s)/ vendor(s) suitable for bulk order(s) only.

3.2.12 Exemption of small purchases: Notwithstanding anything contained in paragraph 3.2.3 above, procurements where the estimated value to be procured is less than Rs. 5 lakhs is exempted.

3.2.13 **Reciprocity clause**

i. When a nodal ministry/department identifies that Indian suppliers of a item are not allowed to participated and/or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect or barring Indian companies such as registration in the procuring country, execution of projects or 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/department, except for the list of items published by the Ministry/Department permitting their participation.

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

3.2.14 **Manufacturer under license/technology collaboration agreements with phased indigenization**

While notifying, the minimum local content, nodal ministry may make special provision 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 technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

3.2.15 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-I 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 etc. as local value addition. (Ref. Railway Board letter No. 2020/RS(G)/779/2-Part-1 dated 17/05/2021)

3.3 PREFERENCE TO DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS IN GOVERNMENT PROCUREMENT.

Preference to Domestically Manufactured Electronic Products (DMEP) in Government Procurement in supply tenders will be for its own use and not with a view to commercial sale or with a view to use in the production of goods for commercial sale. The preference will be given

to all the companies registered in India and engaged in manufacture of electronic products subject to fulfilling the eligibility criteria as per the policy and in addition to this Railways Important Terms & Conditions of Tender (SOR)/IRS conditions of contract, updated from time to time.

3.3.1 Eligibility:

DMEP are those Electronic products; manufactured by entities registered in India including Special Economics Zones (SEZs) and engaged in manufacture of such electronic products in India which would include OEM and their Contract Manufacturers, but not traders. Additionally, such products shall meet the criteria of domestic value-addition as laid down in the policy, issued vide various Notifications, for being classified as DMEP.

3.3.2 Terms and Conditions:

Purchaser reserves the right for providing preference to domestically manufactured electronic products in terms of Department of Electronics and Information Technology (DeitY) Notification No.33(3)/2013-1PHW dtd.23.12.2013 read with further Notifications issued from time to time. A copy of the aforesaid Notifications/Guidelines can be downloaded from DeitY website i.e., URL www.deity.gov.in/esdm. 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 may be treated as an integral part of the tender documents.

(i) The modalities through which the Preference for Domestically Manufactured Electronic Products (DMEPs) shall be operated as follows:

(ii) The Electronic products for which preference will be provided to domestic manufacturers shall be the products notified by Department of Electronics and Information Technology (DeitY) and Department of Telecommunications (DOT).

(iii) The quantity of procurement for which preference will be provided to domestic manufacturers shall be minimum 30% (of the total net procurable quantity) or as notified by the Government from time to time (refer to DeitY website i.e., URL www.deity.gov.in/esdm).

(iv) The Percentage of Domestic value addition, which qualifies the above mentioned electronic products to be classified as Domestically Manufactured, as notified by Govt of India i.e. Department of Electronics and Information Technology (DeitY) and Department of Telecommunications (DOT) from time to time.

(v) The preference to DMEP shall be subject to meeting the technical specifications and matching L1 price.

3.3.3 Domestic Manufacturers are required to indicate the **domestic value addition** in terms of Bill of Manufacture (BOM) for the quoted product, in terms of the aforesaid guidelines, in their bid in the following format:

Format for Domestic Value Addition in terms of guidelines issued for procurement of Notified Electronic Products by Government:

Item	Item Description	Manufacturer / Supplier	Country of Origin	Value	Domestic Value addition in %

Bidders claiming to bid in the status of domestic manufacturer, are required to give an undertaking (Self Certification regarding Domestic Value Addition) in the format as given in **Form1 [ANNEXURE 8-**. ***Furnishing false information on this account shall attract penal provisions as per the Guidelines /Notifications.***

3.3.4 Procedure for award of contracts involving procurement from Domestic Manufacturers:

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

In case of turnkey/system-integration projects, eligibility of the bidder as a domestic manufacturer would be determined on the domestic value addition calculated only for the value of the notified DMEPs (i.e. product notified by Govt of India i.e. Department of Electronics and Information Technology (DeitY) and Department of Telecommunications (DOT) from time to time) forming a part of turnkey/system- integration projects and not on the value of whole project.

At present, the products notified by Department of Electronics and

Information Technology (DeitY) and Department of Telecommunications (DOT) are given in **DMEP 1 form as Annexure 9 & DMEP 2 form as Annexure 10**. Additionally, the Notified DMEP's with percentage of procurement and Domestic Value Addition Percentage are also given in **DMEP 3 form as Annexure 11**. However, the percentage of procurement and Domestic Value Addition Percentage will be as notified by Government of India i.e. Department of Electronics and Information Technology (DeitY) and Department of Telecommunications (DOT) from time to time.

3.3.5 The DMEPs which are not covered in DMEP-3 form[Annexure 11] but covered in DMEP-1 [Annexure 9] & DMEP-2 [Annexure 10], the Bill of Material sourced from Domestic Manufacturers (Dom-BOM) will be calculated as per the provisions given in the policy. As per the notifications issued by Department of Electronics and Information Technology (DeitY) and Department of Telecommunications (DOT), Domestic Value Addition in terms of BOM of domestic manufacturers for the Year 1 will be 25% for the purpose of procurement upto **31.03.2015.** The Domestic Value Addition for Year 2 onwards shall automatically increase by 5% in terms of the policy.

The methodology for calculating the Percentage of Domestic Value Addition will be as per the Notification issued by the Department of Electronics and Information Technology (DeitY) vide Notification No.33(3)/2013-1PHW dtd.23.12.2013 read with further Notifications issued from time to time.

Formula for calculating the Percentage is as under:

Percentage of Domestic Value Addition
= Domestic BOM x 100/ Total BOM.

3.4 Preference to Domestically Manufactured Iron & Steel Products in (DMI&SP) Government Procurement

3.4.1 The policy of preference to DMI&P is applicable to Iron & Steel Products as provided in the table below, as prevailing on 01.12.2017:-

Sr.No.	Iron and Steel Products	Inputs (Imported or Domestic)	Minimum Value Addition
1	Ductile Iron Pipe	Pig iron/ Liquid iron	15%
2	Wire Rod & TMT Bar	Billet	15%
3	Structural/ sections	Bloom	15%
4	HR coils, strips, sheets & plates	Slab	15%
5	HR Universal/ Quarto plates	Slab	15%
6	CR coils/ strips	HR coils	15%
7	Coated flat steel products/ GP/ GC sheets/Al-Zn coated	Slab/ HR coil/ Cold rolled coils/ strips	15%
8	Colour coated, painted sheets	Slab/ HR coil/ Cold rolled coils/ strips	15%
9	All kinds of steel pipes & tubes	Slabs/ Plates/HR coils	15%
10	Seamless tubes & pipes	Bloom	15%
11	Rails	Bloom	15%

3.4.2 This policy shall be applicable to procurement of iron and steel products listed in Para 3.4.1 having estimated value of Rs. 50 Crore or more, forming part of the steel intensive supply or overall supply of stores. The list of Iron & Steel Products and the minimum value addition as notified by Ministry of Steel, Government of India, from

time to time, shall be applicable for the purpose of tender finalization. The status as on the date of tender opening shall be considered for the purpose.

3.4.3 Definition:-

(a) Bidder may be a domestic/ foreign manufacturer of steel or their selling agents/ authorized distributors/ authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.

(b) "Domestically Manufactured Iron & Steel Products (DMI&SP)" are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as mentioned in table at Para 3.4.1.

(c) Domestic Manufacturer is a manufacturer of domestically manufactured Iron & Steel Products (DMI &SP).

(d) Government for the purpose of the policy means Government of India.

(e) Government agencies include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.

(f) MoS shall mean Ministry of Steel, Govt. of India.

(g) Net Selling Price shall be the Ex-works/Ex-factory price comprising of the landed cost of imported steel at the plant and all other cost elements forming part of the conversion cost inclusive of nominal return on investment. This price is exclusive of any duties and taxes applicable ex-factory.

(h) Semi-Finished Steel shall mean billet, blooms, slabs (cast products), which can be subsequently processed to finished steel.

(i) Finished Steel means Flat and Long Products, which can be subsequently processed into manufactured items.

(j) Iron & Steel Product(s) shall mean such Iron and Steel product (s) which are mentioned in table at Para 3.4.1.

3.4.4 The bidders who are sole selling agents/authorized distributors/authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:

i. The bidder shall furnish the tender specific authorization certificate issued by the domestic manufacturer for selling domestically manufactured Iron & Steel products.
ii. The bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.
iii. It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

3.4.5 Value addition

Value addition shall be the difference between the net selling price and the landed cost of imported input steel (of immediate prior process) at a manufactured plant in India.

In case, the iron & steel products are made-

i. Using domestic input steel (semi-finished/finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to procuring Government agency.

ii. Using a mix of imported and domestic input steel, the invoices of purchases from the actual producers along with quantities

purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.

iii. Using only imported input steel, the following formula shall apply to calculate the percentage of domestic value-addition:

Domestic value addition (%) = (Net selling price-Landed cost of imported Input steel at the plant) * 100/ {Landed Cost of imported input steel at the plant}

Each bidder participating in the tender process should calculate the domestic value addition using the above formula so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

3.4.6 Each domestic manufacturer shall furnish the Affidavit of self-certification to the procuring Government agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents/authorized distributors/authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in **Annexure 12.**

3.4.7 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are DMI&SP in terms of the domestic

value addition prescribed for the product. The bidder shall also be required to provide a value addition certificate on half-yearly basis (as on Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be submitted within 60 days of commencement of each half year, to the concerned Government agencies and shall continue to be submitted till the completion of supply of the said products.

3.4.8 The onus of demonstrating the correctness of the Affidavit of self-certification regarding domestic value addition shall be on the bidder.

3.4.9 In case a complaint is received against the claim of a bidder regarding domestic value addition in Iron & Steel products, the procuring agency shall have full rights to inspect and examine all the related documents and take a decision. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products within 2 weeks of asking for the same.

(a) In case, the matter is referred to the Grievance Redressal Committee under the Ministry of Steel (MoS), the bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the Grievance Redressal Committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the Grievance Redressal Committee may take further necessary action, in consultation with Government Agency to establish the bonafides of the claim.

(b) The cost of assessing the prescribed extent of domestic value addition shall be borne by the procuring agency if the domestic value addition is found to be correct as per the certificate. However,

if it is found that the domestic value addition as claimed is incorrect, the cost of assessment will be payable by the bidder who has furnished an incorrect certificate.

(c) In case of mis-declaration by the tenderer of the prescribed domestic value addition, the EMD will be forfeited. If the mis-declaration is detected after placement of purchase order, then the firm shall pay the difference the purchase order value and the value of the lowest technically acceptable offer over which preference was granted to the ordered quantity. This shall be without prejudice to the Purchaser's other rights under the contract.

3.4.10 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs.10 Lakh or 0.2% of the value of the DMI&SP being procured (subject to a maximum of Rs.20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint. In case, the complaint is found to be incorrect, the Government Agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

3.5 Preference to local supplier in procurement of Goods & Services in Medical Devices –

Department of Industrial Policy and Promotion (DIPP), vide Office Memorandum no. P-45021/1:/2017-PP Section BE-II dated 23.03.2018 has decided that the Nodal Ministry for product category Medical Devices shall be Department of Pharmaceuticals.

Whereas Para 3 of PPO, 2017 makes it mandatory for procuring entities to give purchase preference to local suppliers, Para 5 of PPO, 2017 empowers Nodal Ministry to, prescribe percentage and the manner Of calculation of minimum local content in respect of any particular item relating to medical devices and Para 9 of PPO, 2017 deals with verification of local content.

Now, therefore, DoP issues the following guidelines for implementation of the provisions of PPO, 2017 with respect to public procurement of Goods & Services in Medical Devices:

3.5.1 Percentage of Minimum Local Content: Medical Device Industry (MDI) is a multi-product industry responsible for provisioning of wide variety of

crucial medical products. Based on the present level of understanding of the medical device market in India and discussion with various industry representatives, DoP in accordance with Para 5 of PPO, 2017 prescribes the following percentages of minimum local content for various categories of medical devices for preference in public procurement:

Category of Medical Devices	% of Minimum Laical Content	% of Local Content proposed to be increased in phased manner over next three years
Medical disposables and consumables	50%	50% to 75%
Medical electronics, hospital equipment, surgical instruments	25%	25% to 45%
Implants	40%	40% to 60%
Diagnostic Reagents/IVDs	25%	25% to 45%

3.5.2 Manner of calculation of Local Content: DoP in accordance with Para 5 of PPO, 2017, prescribes the following manner of calculation of local content:

i. Local content of Medical Device shall be computed on the basis of the cost of domestic components in the device/service compared to the total cost of the device/service. The total cost of product shall be the cost incurred for the production of the medical device including direct component i.e. material cost, manpower cost and overhead costs including profit but excluding taxes and duties.

ii. The determination of local content cost shall be based on the following:

a) In the case of direct component: (material), based on the country of origin

b) in the case of manpower, based on domestic manpower

iii. The calculation of local content of the combination of several kinds of goods shall be based on the ratio of the sum of multiplication of local content of each goods with the acquisition price of each goods to the acquisition price of - combination of goods.

iv. Format of calculation of local content shall be as contained in Annexure-14.

3.5.3 Requirement of Purchase Preference: Purchase preference shall be given to local suppliers by all procuring entities as per provisions laid down in para 3 of PPO, 2017. Further, as per provisions of Para 3(a) of the PPO 2017 i.e. in procurement of goods where sufficient 1(3,0.1 capacity and local competition exists and estimated value of procurement is Rs 50 La.khs or less, a list of goods will be issued by this Department) in due course. Till the time such a list is issued, provisions of para 3(b) or para 3(c) of PPO, 2017, as applicable, shall apply for all procurements without regard to value of procurement.

3.5.4 Verification of Local Content:

a) The local supplier at the time 'of tender, bidding or solicitation shall be required to furnish self-certification of local content in the format as contained in Annexure-15.

b) In cases of procurement for a Value in excess of Rs. 10 crores, the 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) PCMM/CMM(CHOD) shall have full powers to take decisions on complaints relating to implementation of this order (Preference to Make in India) Order 2017.Fee for filing a complaint under the order shall be Rs. 10,000 per case.

d) All other provisions of PPO, 2017 shall be applicable as such and shall be adhered to by all procuring agencies for procurement of any medical device.

3.6 **Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.**

3.6.1 Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority, specified in Annexure 18.

3.6.2 "Bidder' (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.

3.6.3 "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.

3.6.4 "Beneficial owner" for the purpose of paragraph 3.6.3 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.

3.6.5 "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.

3.6.6 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.

3.6.7 Bidder must submit a certificate as per Annexure-19 along with bid for compliance of OM of MoE 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.

3.6.8 Validity of registration by Competent Authority: 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.

3.6.9 Notwithstanding above, the terms & conditions mentioned above 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.

4.0 TENDER DOCUMENT COST

4.1 The cost of tender documents is dispensed with for tender documents downloaded by bidders. Accordingly, tenderers are not required to submit Tender Document Cost against electronic tenders.

5.0 EARNEST MONEY

5.1 Tenderers are required to deposit Earnest Money online equivalent to the amount mentioned in the tender document wherever applicable as under:

Estimated value of tender	**EMD (rounded off to nearest higher Rs. 10 (ten))**
Up to Rs. 25 Lakh	@ 2 % of the estimated value of the tender
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.

5.2 Tenderer not falling in the exempted categories mentioned in the subsequent Para 5.3 shall remit the Earnest Money online through Payment Gateway Facility available on the IREPS website. Earnest money shall be accepted via online payment gateway as available on IREPS portal. No other mode of submission of Earnest money is acceptable.

5.3. Exemption from Submission of Earnest Money:

There shall be no exemption from submission of EMD for any tender or by any tenderer except following:

(a) Micro and Small Enterprises (MSEs) registered for the tendered item.

(b) Other Railways and Government Departments.

(c) Indian Ordinance Factories.

(d) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them.

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

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

(g) Vendors registered with Railways for supply of medicine, medical equipments and consumables for these items.

(h) In tenders issued against PAC, OEM in whose favour PAC has been issued. KVIC and ACASH for items supplied by them.

5.3.1(i) EMD shall normally not be called against limited tenders with estimated value up to Rs. 25 Lakh (including single tender, global limited tenders).

5.3.1(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.

5.4 The tenderers falling under any of the above listed exempted categories and claiming exemption will have to attach scanned copy of requisite document in PDF format in the attach Documents template on 'Techno Commercial Bid Details' form and follow the following steps to avail the exemption from submission of Earnest Money:

Tenderers shall search for the relevant tender using the links (a) quick search or (b) advance search provided in their home page after logging into the system using their valid Username, Password& Digital Signature. On retrieving the tender details, they shall click on the Submit Payment Details icon under Actions column to access the Submit Payment Details Page. The tenderers shall then choose the appropriate exemption category available under Submit EMD link on the Submit Payment details page. The tenderer shall thereafter digitally sign and submit the details by clicking the Sign & Submit button available on the page.

5.5. Offers of Tenderers who claim exemption for EMD but do not attach relevant documents in support of their claim, shall be treated as "Offers received without Earnest Money" and will be

summarily rejected.

5.6. The tenderers must note that if at any stage, it is found that any of the documents submitted by them are forged/incorrect, their offer shall be rejected; and in case purchase order has already been placed, the contract shall be liable to be rescinded including any other penal and legal action as deemed fit by the purchaser.

5.7 Offers of tenderers who do not submit requisite Earnest Money, and are also not exempted from submission of Earnest Money as per Para 5.3 above, will be summarily rejected.

5.8 The purchaser reserves the right to forfeit the Earnest Money Deposit if the tenderer withdraws or revises his offer within the validity period or fails to deposit Security Deposit in terms of Para 6.0 of this document.

5.9 In exceptional cases, such as, case of Single Tender, PAC items, etc., Railway reserves the right to exempt EMD from such vendors.

5.10 No interest shall be payable by the purchaser on the Earnest Money.

5.11 The offers not accompanied by requisite EMD will be summarily rejected, unless falling in exempted category. The firm claiming exemption from EMD should clearly indicate valid reasons for such claim duly attaching a signed bid securing declaration as per **Annexure "16"** of this document along with scanned copies of relevant documents with their e-offers.

6.0 Security Deposit (SD)/Performance Security except M&P:

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

a) The store contract cases of value upto Rs 25 (twenty five) lakh.
b) Other Railways and Government Departments.
(c) Indian Ordinance Factories.
(d) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them.
(e) In tenders issued against PAC, OEM in whose favour PAC has been issued. KVIC and ACASH shall for items supplied by them.

(f) Vendors registered with Railways for the trade group of the item tendered for orders valued upto their monetary limits 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 for these items.

Note:

Apart from claiming damages from vendors, in case of failure to comply with the contractual obligations, Railways shall record poor performance of the vendors for taking suitable penal action as per extant instructions

6.2 Security Deposit (SD) amount:

6.2.1	Contract value	SD (rounded off to nearest higher Rs. 10 (ten))
	Above Rs 25 lakh and upto Rs 50 cr.	@ 3% of the contract value subject to Max. Rs 50 lakhs.
	Above Rs 50 cr.	Rs. 1 cr.
6.2.2	Railway reserves the right to raised the upper ceiling of SD beyond 3% of the contract value .	

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

6.4 **Time to deposit SD**

SD from successful tender should be received in purchase office within 21 days from the date of Communication of acceptance with respect to the purchaser

6.5 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 such successful tenderer(s) shall be automatically adjusted towards SD. 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 instructions.

6.6

i. All vendors, exempted from submitting EMD, as per Para 5.3 above, irrespective of type of tender, i.e. single, limited or open, shall be required to sign a bid securing declaration as per Annexure 16 to this instruction.

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 the declaration signed by them.

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

6.7 In case of severable contracts, failure by contractor to meet deliveries for any lot, Railways may cancel the contract for defaulted part by forfeiting SD commensurate to that lot.

6.8 Risk purchase clause shall not be applicable.

6.9 In exceptional cases, such as, case of Single Tender, PAC items, etc., Railway reserves the right to exempt SD from such vendors.

6.10 The Security money can be deposited in any of the following forms:

6.10.1 Deposit receipts, Pay orders, Demand Drafts, Guarantee Bonds issued by Nationalized or Scheduled Commercial Banks, Bonds of Indian Railway Finance Corporation and KRCL Bonds, Government Securities and deposit receipts in the post office saving banks. The Guarantee Bonds/Bank Guarantee should be submitted in the prescribed form as per **Annexure-5**.

6.10.2 Payment of Security money in the form of pay order/demand draft shall be made in favour of PFA, North Central Railway payable at Allahabad.

6.10.3 Tenderers submitting Security Money in the form of Bank Guarantee (BG) should ensure the following, to avoid rejection/return of the BG:

1. The Bank Guarantee should be executed on non-judicial stamp paper of appropriate value as applicable at the place where the bank guarantee is executed.
2. The non judicial stamp paper used for executing the Bank Guarantee should have been purchased in the name of executants Bank.
3. The Bank Guarantee should be duly attested by notary public along with notaries stamps of appropriate value affixed thereon.
4. Every page of Bank Guarantee should be signed by the authority executing it and the Bank Guarantee should be duly numbered.
5. All corrections/alterations, if any, made in the Bank Guarantee should be duly attested by the executants Bank and the notary public as well.
6. The Bank Guarantee should be in the prescribed format **(Annexure – 5)** and completely in the typed form.

6.11 The refund of security deposit becomes due when the contract is satisfactorily completed in accordance with terms & conditions of the contract. Purchaser's decision in this regard

shall be final and binding on the supplier.

6.12 No claim shall lie against the Purchaser in respect of interest on cash deposits or Government Securities or depreciation thereof.

6.13 The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the contractor under this or any other contracts with the Purchaser.

7.0 SUBMISSION OF OFFERS

7.1 Procedure for submission of electronic offers

7.1.1 The tenderers should visit IREPS website at the address www.ireps.gov.in and submit online offers after logging into the website using their login ID, Password and Digital Signature. Tenderers can submit online electronic offers after filling the details in the following pre-designed templates of module 'E tender-Goods & Services' on IREPS website.

1.0 Submit Payment Details for EMD if applicable

2.0 Techno Commercial Bid Details (Bid Process page)

1. General [GEN.]
2. Terms and Conditions (T&C)
2. Eligibility Criteria (ELIGIBILITY)
3. Compliance statement [COMPLIANCE]
4. DEVIATION (Commercial Deviation & Technical Deviation)
5. Performance Statement [PERFORM.]
6. Attach Documents (DOCS.)
7. Responsiveness [RESPONSIVE]
9. Financial Offer (Fin. Offer)
10. Submit

Tenderers may note that the IREPS software is continuously being upgraded and the forms referred above may be subject to changes. Tenderers are advised to keep themselves updated with the latest changes, by referring to the latest versions of user manuals available on the website, and by taking note of the messages sent by the IREPS administrator from time to time. Tenderers should also make themselves fully acquainted with all the available templates/forms, before they submit their offer. No claim shall be entertained from a tenderer, on account of non-familiarity with the any of the templates and forms available on the IREPS website.

7.1.2 The electronic offers shall be digitally signed by the tenderer. To ensure confidentiality and security, the offers will be auto encrypted using highest level of digital security before transmission on internet channels. Such Electronic offers are received in a time locked electronic tender box, where they remain encrypted till stipulated tender opening date/time. All the details of the digital certificate as obtained from the CCA, showing the identity of the person who is authorized to sign and submit an electronic offer will get auto attached along with the electronic offer, and can be verified by North Central

Railway at a later stage, to establish the identity of the person who has digitally signed and submitted his electronic offers. This is similar to an authenticated copy of the document which authorizes the signatory to commit on behalf of the firm.

7.1.3 Every online tender submitted duly signed with a valid Digital Signature Certificate and received before closing date & time of tender shall be acknowledged by the system and HTML receipt will be generated indicating tender ID as well as date and time of receipt of the tender.

7.1.4 Electronic offer once digitally signed and submitted for one or all the item/items cannot be accessed or revised later and shall remain fully secured confidentially stored into time locked E-tender box in an encrypted form till the due date and time of opening.

7.1.5 Revised bids: Vendors can submit a revised commercial offer ("Financial Rate Page for Supply" form) anytime before the stipulated closing date and time and in such case the last revised offer submitted at a later time and date shall be considered as the offer, superseding all the previously submitted offers for that item/items of the tender.

7.1.6 Alternative bids: The vendors are also allowed to submit alternative offer (for different make, specification, slab discount etc.).

7.1.7 Late Offers: The Indian Railway E-procurement application software does not permit vendors to submit their offers after the designated tender closing date and time.

7.1.8 The tenders are uploaded in IREPS website well in advance of closing time to give sufficient time to the vendors to participate in the tender. Vendors are advised in their own interest to submit their offers well in advance before the tender closing time. North Central Railway shall not be responsible for

non-participation of vendors due to any technical problems such as network connectivity etc. on the tender opening day.

8.2. Taxes and Duties

8.2.1 The items which are not under the purview of GST act and are still governed by **Excise duty, Sales Tax /VAT etc.,** the payment of duties and taxes will be done as per terms and conditions mentioned in Annexure-13.

8.2.2 Goods & Service Tax (GST)

(i) The bidders should ensure that they are GST compliant and their quoted tax structure/rates are as per GST law.

(ii) The bidders are required to indicate the rate of GST applicable for the tendered item in their bids separately in the rate page provided in the IREPS System.

(iii) The bidders while submitting their bids shall give the following declaration:"We agree to pass on such additional set off / input tax credit as may become available in future under the GST provisions in respect of all the inputs used in the manufacture of the tendered item on the date of supply, by way of reduction in price and advise the purchaser accordingly."

(iv) The suppliers while submitting their bills for payment shall give the following declaration:

"We hereby declare that additional set off / input tax credit to the tune of Rs. _____has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted."

(v) The purchaser will not reimburse any GST paid by the supplier due to mis-classification.

(vi) Any statutory variation in the form of revision of rate of GST applicable for the tendered item or introduction of any new tax on the tendered item will be on the account of the purchaser during the original contractual delivery period.

(vii) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority.

(viii) Firms shall submit the invoice/bill clearly indicating the appropriate HSN and applicable GST rate thereon duly supported with documentary evidence.

8.2.3 Special Conditions of GST:

1. Purchaser may incorporate HSN number in the tender document. However, it shall be the responsibility of the bidders to quote correct HSN number and corresponding GST rate.
2. The offer 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.
3. Purchaser shall not be responsible for any misclassification of HSN number or incorrect GST rate if quoted by the bidder.
4. Wherever the successful bidder invoices the goods at GST rate or HSN number which is different from that incorporated in purchase order; payment shall be made as per GST rate which is lower of the GST rate incorporated in the purchase order or billed.
5. 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.
6. 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.

9.0 OPENING OF ELECTRONIC TENDERS

9.1 The tender shall be opened electronically by railway official(s), authorized to do so by North Central Railway, by logging on the IREPS website with their Login ID and Password, by

authenticating themselves through their Digital Signature Certificate, as well as applying secure decryption key of NORTH CENTRAL Railway for decryption of electronic offers.

9.2 The tender shall normally be opened on the stipulated closing date, after the stipulated opening time. In case the closing date falls on a holiday, the tender shall be opened on the next working day. However, due to unavoidable reasons, the tender may not be opened on the stipulated closing date, and may be opened on a later date. However, no revision or modification of the offer shall be allowed after the closing date and time, even if there is any delay in the tender opening.

9.3 Immediately after the opening of tender, financial and Techno-commercial tabulation statements are generated by the IREPS module. Vendors who have submitted valid offers against electronic tenders against 'Open' and 'Special Limited' tenders are not required to come to North Central Railway office to witness the tender opening process and know the offer details, as they will be able to access the tabulation statements and bids, immediately after tender opening, by visiting the IREPS website and logging in with their Login ID, Password and Digital Signature.

10.0 EVALUATION OF OFFERS

10.1 The commercial offer details shall be submitted by vendors using 'Financial Rate Page for Supply' form having separate entry box for each element of rate. The vendors must fill in basic rate and other rate components such as GST [for items governed by sales tax and excise duty, the firm should quote them as detailed in Annexure -13], unconditional discount on basic rate, if any, packing charges on basic rate, forwarding charges, freight charges, other charges, if any, in the boxes provided in the 'Financial Rate Page for Supply' form.

To facilitate evaluation and comparison, all inclusive rate will be worked out by system comprising of the basic rate, packing

/forwarding charges, insurance and other charges, if any, freight charges upto destination and the applicable taxes. All inclusive cost comprising of the basic rate, packing charges, forwarding charges, insurance (if any) freight charges up to destination, any other charges as quoted and applicable taxes shall be reckoned for inter-se ranking of offers.

The all-inclusive rate per unit shall be calculated automatically considering all the elements of rate components, as filled by vendor before submitting the offer, and will be displayed before vendor submits his digitally signed electronic offers. Tenderers can edit any or all rate entries before submission and before digitally signing their electronic offers. Tenderers are therefore advised to check, and revise any or all the entries in the rate page before the same is digitally signed and submitted.

All offers will be evaluated after taking into account the all-inclusive destination rate per unit, which will also be displayed to the vendor before submission of his electronic offer.

10.2 Tenderers should quote financial terms and conditions in the nominated fields of 'Financial Rate Page for Supply' form only. Any financial terms and conditions mentioned in the fields other than the nominated fields will be ignored and will not be considered for purpose of evaluation of offer to determine the inter-se ranking of the offer. Tenderers are advised not to quote any terms and conditions having financial bearing in any other template of 'Techno Commercial Bid Details' form except the 'Financial Rate Page for Supply' form. Tenderers are advised not to mention any terms and conditions having financial implications in the Remarks field of the 'Financial Rate Page for Supply' form, as these will not be considered for evaluation of the offer. Similarly, any financial terms and conditions enclosed as attachments or received through post will be ignored and not considered for purpose of evaluation of offer to determine the inter-se ranking

of the offers. However, Railways at their own discretion may avail the benefit of such conditions while placing purchase order, if the offer is considered for placement of order.

Nothing extra shall be payable over and above the all inclusive rate shown in the financial offer, except on account of Price Variation clause, and Statutory Variation, if applicable. Digital Signature of the tenderer on the E-tender form shall be construed as confirmation that the tenderer has read and accepted this condition.

10.3 The tenderers shall quote specific freight charges in the relevant field of financial rate page. Ambiguous remarks like 'freight extra at actual', 'freight shall be charged extra', 'Railway freight shall be charged extra' etc., mentioned in the 'PVC and remarks' field or elsewhere in the electronic offer or attachments shall not be considered for evaluation, and may render the offer liable to be ignored. However, freight charges shall not be payable if the offer is considered.

10.4 Conditional discounts, such as, discounts linked with order quantity, early payment, delivery location, etc., will not be considered for the purpose of determining inter-se ranking of the offers. That is, the rates quoted without any attached conditions shall only be considered for the evaluation purpose. Purchaser however, reserves the right to consider any of the discounts offered for acceptance if otherwise firm's offer is found to be acceptable.

10.5 The tenders will be evaluated by the Purchaser on free delivery to destination basis, to ascertain the best and lowest acceptable tender, as specified in the specifications and tender documents. Wherever more than one consignee/items are involved, unless specified otherwise in the tender document, tender would be evaluated and inter-se ranking of the tenderer would be made for each item and/or each consignee separately.

10.6 The inter-se ranking shall be determined by considering the

taxes & duties applicable on the date of tender opening and the inter-se ranking arrived at in such manner shall be taken as final.

In case of reduction in taxes and duties, the taxes and duties will be paid as per rate thereof prevailing on the date of supply.

Statutory variation in taxes and duties shall be allowed only where the tenderers have specifically sought such statutory variation in their offer(s).

10.7 Claim for any tax or duty not stipulated in the quotation will not be admitted at any stage on any ground whatsoever.

11.0 ACCEPTANCE OF TENDER

11.1 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.

12.0 DELIVERY SCHEDULE

12.1 The tenderers should quote the delivery period/delivery schedule carefully, because the time and date for the delivery of stores shall be the essence of the contract and delivery must be completed not later than the date so specified. The attention of the tenderers is invited to clauses 0700, 0701 and 0702 of the IRS Conditions of Contract, which shall govern the contract.

12.2 The delivery period and delivery schedule as per NORTH CENTRAL Railway's requirement are indicated in the respective fields in the electronic tender. Tenderers are advised to adhere to the delivery period/delivery schedule stipulated in the tender, as deviation from the same may render their offer liable to be ignored. Tenderers should invariably quote firm delivery period in their quotation. If the quoted delivery period spreads over several months, the date of commencement, monthly rate of

delivery and the date of completion of delivery must be indicated.

12.3 In the case of "ex-stock" offers, the dispatch of stores is to be effected within 7 days of the receipt of order. Wherever the stores are subject to inspection by RITES/RDSO etc. before dispatch, extra time of 3 weeks will be allowed to cover time in inspection.

12.4 In case of delivery by Rail or by Road or by any other mode, the date of receipt of material by consignee will be taken as date of delivery.

12.5 No transit time shall be allowed beyond the delivery date stipulated in the contract. Offers with range delivery period like 2-12 months etc. may be treated as Unresponsive and are liable to be passed over.

12.6 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 the lower acceptable offer, in consideration of offer of earlier delivery, the contractor will be liable to pay to the Government the difference between the contract rate and of the lowest acceptable tender on the basis of final price F.O.R destination including all elements of freight, GST, Local taxes, 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 rights under the terms of contract.

12.7 The delivery period shall be reckoned from the date of issue of Letter of Advance Acceptance/Letter of Acceptance.

13.0 Delivery Terms-

13.1 The purchaser will prefer free delivery by road at consignee's end.

13.2 Tenderers are required to clearly indicate the freight charges in the

relevant field in the 'Financial Rate Page for Supply' form. The freight charges to be paid shall in no case exceed the freight charges quoted by the tenderer in the relevant field in the 'Financial Rate Page for Supply' form.

13.3 In case an offer is submitted on 'FOR-Station of dispatch' basis, 'FOR- Ex-Works' basis or 'FOR- Ex-Godown basis' and 'Nil' freight charges are quoted by the tenderer in the relevant field on the 'Financial Rate Page for Supply' form, the supplier shall agree to dispatch the stores by rail/road on free delivery to consignee. No freight charges shall be payable in such cases.

13.4 The purchaser will not pay separately for transit insurance and supplier will be responsible till the entire stores contracted for are received by the consignee in good condition at destination.

14.0 LIQUIDATED DAMAGES (LD):

14.1 In case of failure on the part of the supplier to arrange supplies as per the delivery schedule/installments fixed in advance, save delays attributable to purchaser, the purchaser reserves the right to levy liquidated damages which shall be levied as per Para 702 (a) of IRS Conditions of contract for delayed quantity which have remained unsupplied for that period.

14.2 Railway shall recover from the Contractor as agreed Liquidated Damages and not by way of penalty, a sum equivalent to 1/2% (half percent) of the price of the store(including elements of taxes, duties, freight, etc.) 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 which the contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of

a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period.

15.0 Failure & Termination

i. If the contractor fails to deliver the Stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before expiry of such period, purchaser would be entitled to cancel the contract and forfeit the security deposit.

ii. Wherever SD has been exempted, for any reason, and the supplier fails to supply goods as per conditions 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 conditions, not by way of penalty, an amount equal to SD amount, as would have been applicable if the contract was with a non-exempted vendor. These damages shall be treated as recoveries outstanding against the vendor and dealt with accordingly.

iii. In case of severable contracts, failure by contractor to meet deliveries for any lot, Railways may cancel the contract for defaulted part by forfeiting SD commensurate to that lot.

iv. Adverse performance of such firms shall be recorded and shall be intimated to the approving authority and shall also be taken into account in future tender cases on merit.

v. Para 0502 and Para 0702 of IRS conditions of contract in respect of Risk Purchase shall not be applicable.

16.0 INSPECTION

16.1 The inspection of stores at manufacturer's premises before dispatch will be conducted by an agency nominated by the purchaser viz. Rites or RDSO or Inspecting official of PU or the representative of consignee. Final inspection of stores will be done by the consignee on receipt at destination.

16.2 Tenderers are required to confirm acceptance of the Inspection Clause mentioned in the tender document, and non-acceptance of the same may render the offer liable to be ignored.

16.3 Traders/ authorized agents are required to offer material for inspection at manufacturer's premises only.

16.4 In case the firm fails to offer the material for inspection against inspection call issued to the inspecting agency or if the material have to be re-inspected due to rejection of the material at firms premises by the inspecting agency or due to non-dispatch of material within validity of Inspection Certificate, then the charges as per terms and conditions of pre-inspected agency will be paid by the supplier to the inspection agency.

16.5 Whenever stage inspection is involved (as per specification) the same will be incorporated in the inspection clause of the contract. Since stage inspection is covered under IRS condition, the inspection authority will be paid the stage inspection charges subject to same being incorporated in the purchase order and only on documentary evidence of having conducted the stage inspection.

16.6 If purchase order is placed directly on an ISI certified manufacturer for ISI marked product, then the material may be accepted on firm's WTC, without any need of third party inspection provided that the Purchaser agrees for inspection clause as 'Acceptance on firm's WTC.'

17.0 ADVICE OF DESPATACH OF STORES

17.1 The supplier should ensure that Railway receipts/PWB under which the material is booked to a Railway consignee are prepared in the favour of 'consignee' and not self' failing to which they will be required to take the delivery themselves and deliver the consignment to the consignee. When suppliers submit the original RR/PWB along with other documents to paying authority for claiming advance payment, a photocopy of RR/PWB should be sent simultaneously to consignee.

17.2 All dispatch documents i.e. RR/PWB, Challan, Inspection certificate etc. should be sent to the consignee and copies of advice of dispatch,

must also be sent to the PCMM, North Central Railway, Allahabad.

17.3 The contractor shall submit monthly report concerning the progress of the contract and/or supply of stores to the purchaser and Consignee. The submission and acceptance of such reports shall not prejudice the rights of the purchaser in any manner.

18.0 PAYMENT TERMS

18.1 The standard payment terms subject to recoveries, if any, under the IRS Conditions of Contract are as under :-

a. 95% payment against inspection certificate and proof of dispatch/delivery to consignee and balance 5% after receipt and acceptance of the goods.

b. 100% payment against receipt and acceptance of material by the consignee after inspection and acceptance at destination.

For contracts valued uptoRs.5.0 Lakh, payment terms as per (b) above only will be accepted.

18.2 In case of dispatch by rail, unqualified Railway Receipt/Parcel Way Bill will be taken as the proof of dispatch. In case of dispatch by other means such as road transport, receipted challan signed by the Gazetted Officer at consignee's end will be taken as proof of delivery for the purpose of para 18.1.a. above.

18.3 Tenderers are advised to accept the standard payment terms incorporated in the tender, as deviation from the same shall render the offer liable to be ignored.

18.4 In deserving cases, North Central Railway, at their sole discretion may accept deviation from the standard payment terms, as per existing guidelines/ instruction.

18.5 **For Machinery & Plant items:** 80% payment will be allowed after receipt of the machine in good and acceptable condition at consignee's end against inspection certificate and the supplier's challan certified by the consignee Gazetted Officer. Balance 20% payment will be made on successful installation, commissioning and testing of the machine

and also furnishing of a Bank Guarantee towards warranty obligations of the contractor for 10% of the value of the machinery or plant.

18.6 **ELECTRONIC FUND TRANSFER:** To facilitate speedy payment to Suppliers/firms, North Central Railway has introduced National Electronic Fund Transfer (NEFT) scheme through State Bank of India, Main Branch, Allahabad-211001. As the above payment mode is mandatory the suppliers are advised to furnish their bankers details in the NEFT mandate form which is enclosed as **Annexure-6.**in this booklet. If the Bank data are not furnished by the firms, their payment will not be made through EFT system.

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

North Central 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 18.7.1 below-

18.7.1 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 Central 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.

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.

19.0 PROCEDURE FOR SUBMISSION OF BILLS :

19.1 Suppliers are requested in their own interest to observe the following instructions to avoid delay in payment of their bills for materials supplied for stock purposes and dispatched to the Depots mentioned in contract:-

(i) Receipt note sent to the supplier in token of receipt of the material should be attached with the bill to be prepared in ink on prescribed form and submitted in duplicate to the PFA, Stores Accounts Branch, North Central Railway, Allahabad.

(ii) Where the condition of advance payment on proof of dispatch is accepted and specified in the purchase Order the suppliers will submit advance payment bill (in duplicate) supported with challan, inspection certificate, proof of dispatch/delivery, etc. as per terms of the contract to the PFA/Stores account Branch, North Central Railway, Allahabad endorsing a copy of the forwarding letter to the PCMM as well as to the Consignee. The bills for balance payment should be submitted in the manner as indicated at (i) above for payment.

19.2 For materials supplied against orders placed for direct dispatch to the consignee on this Railway on non-stock basis, the supplying firm will prepare their 100%payment bills in duplicate, in ink on prescribed forms and submit the same as under.

19.3 One copy of the bill marked, “ORIGINAL” with all dispatch documents as per terms of contract directly to the consignee.

19.4 Another copy of bill marked “DUPLICATE NOT FOR PAYMENT” to the Controlling Officer of the consignee mentioned in the Purchase Order.

19.5 Where the condition of advance payment on proof of dispatch is accepted and specified in the direct dispatch Order, the suppliers will submit advance payment will (in duplicate) along with the documents as per Para 16.1(ii) above to the accounts officer of the consignee indicated in contract. ORIGINAL copy of the balance payment bill should be sent to the consignee and "DUPLICATE NOT FOR PAYMENT' copy to the controlling officer of the consignee as specified in such Supply order. The supplier is also required to furnish the following certificate on their bill for advance payment. "We have personally examined and verified and do hereby certify that stores in respect of which payment if being claimed have been actually dispatched under RR/PWB no .....dt.....and further these goods are the exact materials as indicated in challan No.....dt.....and covered by inspection certificate no.....dt.....We also certify that the above referred challan, RR/PWB and inspection certificate have been sent to consignee by Reg. Post/Speed post on .....We shall hold ourselves personally responsible for correctness of this statement."

19.6 The firm should submit their bills only for the supplies made by them during the scheduled delivery period or as extended from time to time. For supplies made after expiry of scheduled delivery period, firms should first obtain necessary extension of delivery period from the competent authority before submission of their bills.

19.8 In case the bill is submitted to PFA supported by amendment to purchase order extending delivery period reserving Railway right to impose liquidated damages, the payment of bill would be released deducting full liquidated damages (LD) @ 2% of the value of delayed stores for delay of every one month or part thereof In such cases, firm's would be required to approach PCMM for determination of final amount of liquidated damages after completion of the contract.

19.9 Following Points may also be observed by the suppliers while submitting the bills for payment:-

a. The suppliers must submit the bills as per the prescribed format along with the GST certificates.GST related details are available on the NCR website www.ncr.indianrailways.gov.in>Departments>Accounts>GST.

b. The firms are advised that bills for payment should only be submitted for the amounts permitted on the Purchase Orders and in case further amounts are claimed, an amendment should be obtained from the PCMM, North Central Railway, Allahabad before bills are submitted.

c. Payment for the stores or each consignment thereof will be made to the Contractor on submission of bill accompanied with the prescribed documents mentioned in the contract. In cases where Price Variation Clause (PVC) is part of the contract, a working sheet along with documents in support of the PVC must be submitted at the time of claiming payment.

a. Following declarations will be required from the firm (supplier) while claiming payment:

i. "It is certified that the GST % at which has been charged for the item billed for herein is as per relevant sections of CGST/SGST/IGST Acts and is legally leviable. If, however, it is found later that the rate at which the GST tariff rate has been charged is not correct, we indemnify the North Central Railway, Allahabad-211015 against any loss on this account."

ii. "It is certified that no refund of GST already reimbursed to me/us on the order/contract has been obtained by me/us during the quarter. And that in respect of refund/increase of refund of GST obtained on this order/contract will be passed on to the purchaser."

iii. No additional duty setoffs on the goods supplied have accrued under the GST Act or any future scheme which may be introduced while submitting the present bill.

iv. Any additional Input Tax Credit benefit, if become available to

supplier, the same shall be passed on to purchaser without any undue delay.

OR

It is declared that additional input tax credit to the tune of _____has accrued and accordingly the same is being passed onto the purchaser and to that effect the payable amount may be adjusted.

e. The nomenclature of the material supplied shown in the bills should be strictly in accordance with description given in the purchase Order.

f. Wherever PVC is applicable, basis of PVC may be given, with relevant documents.

g. Copy of Amendment letter issued by Store's Department, if any be enclosed.

h. Transport Receipt/Challan for freight charges should be enclosed along with the bills.

i. In case of submission of bills for 95% advance Payment, Receipted Delivery Challan duly signed and stamped by Gazetted Officer of the consignee/Clear Railway Receipt, Original Inspection Certificate.

j. In case of submission of bills for balance 5% payment or claim if 100% payment, Receipt Note be enclosed along with the bills:-

k. All other relevant documents as per Contract provisions.

20.0 Samples, Drawings & Specifications

20.1 Samples -

20.1.1 The offers should strictly conform to the specified description and drawing/specification in schedule of requirements and no samples need be submitted unless so mentioned in tender form. When samples are required, the same must strictly conform to description, drawing/specification as mentioned in the tender documents. Samples submitted will be considered as

supplemental and not in supersession to any specification mentioned and such samples will only be considered in relation to those points which are not defined in the specification. The onus of drawing attention to any particular item in which a tenderer wishes his samples to supersede or vary from the tender description/specification lies on tenderer. In the absence of specific acceptance in writing to any variation, the purchaser shall be entitled to reject any claim for acceptance of supply embodying such variation.

When samples are called for, they should be marked, sealed and labeled so as to correspond with the item of the tender. They should be sent "Freight Paid" to the same address as per the tender, and arrangements should be made to see that they arrive by the opening time and date of the tender; otherwise the offer will be summarily rejected. Samples submitted by the tenderer which are of the value of Rs. 500/-or less will not be returned to them. For samples valuing above Rs. 500/- the tenderer must state on the tender form if he requires the return of unaccepted samples failing which they will be retained by the purchaser. Unaccepted samples will be returned to firms on application who may arrange collection of the same from PCMM Office.

Firms with whom orders are placed should refrain from sending advance samples unless called for and should make supplies strictly as per tenders or orders placed with them.

20.1.2 Wherever the tenders have been invited as per approved sample, such approved sample can be seen in the sample room in the Office of the PCMM, North Central Railway, Subedarganj, Allahabad-211015, during office hours, on any working day before the closing date and time of the tender.

20.2 Drawings & Specifications-

20.2.1 Where the tenders have been invited as per IRS/RDSO drawings or specification the tenderer shall obtain such drawings or specifications from RDSO (Research Designs and Standards Organization, Manak Nagar,Lucknow-226011) on payment of the cost of drawings/specifications, well in advance of the closing date. Similarly, where the tender has been invited as per drawings or specifications issued by ICF(Integral Coach Factory Factory, Perambur, Chennai, Tamilnadu)/RCF Rail Coach Factory, Kapurthala, Punjab)/CLW (Chittaranjan Loco Works, Chittaranjan, West Bengal)/DLW (Diesel Locomotive Works, Varanasi, UttarPradesh)/CORE (Central Organization for Railway Electrification, Allahabad, Uttar Pradesh), the tenderer shall obtain such drawings/specifications from the respective issuing authorities, on payment of cost of the drawing/specification. Where the tender has been invited as per BIS specifications or any other standards, it shall be the responsibility of the tenderer to arrange such documents from the respective issuing authority. North Central Railway shall provide no assistance to the vendors in this regard, and shall not be responsible for non-participation of vendors on account of delay in arranging such drawings/specifications.

20.2.2 Where the tenders have been invited as per North Central Railway drawings or specifications, scanned copies of such drawings/specifications shall normally be attached with the electronic tender. However, where it is not possible to do so, the drawings/specifications can be seen/ obtained from the Office of the PCMM, North Central Railway, Subedarganj, Allahabad-211011, during office hours, on any working day before the closing date and time of the tender.

20.2.3 If any tenderer happen to quote with their own Drawing No / Part No / Specification, then, they shall have to, necessarily, submit all the requisite documents and information in support of their offer being to be in conformity with the tender Drawing /Specification. Furthermore, copies of such drawings / specifications / catalogue are also to be uploaded along with the offer, failing which the offer will be liable to be rejected.

20.2.4 Following general policy for future tenders/contracts shall apply where drawing holding authority is having reservations for transferring the drawings to the vendor/contractors.

(i) Cases where contracts have already been placed – In such cases the design drawings can be transferred by signing the MOU (Enclosed as annexure) with the IPR holding authority and the contractor after taking incidental charges, if any.

(ii) Cases where tenders are yet to be opened/to be issued – In such cases, the copy of design drawings as mentioned in the list of exhibited drawing in the RDSO specification, should be made available to tender issuing authority before issue of the tender in manual/digital form by drawing/IPR holding authority. It will be the responsibility of tender issuing authority to safeguard the interest of IPR holding authority, by way of providing drawings to tenderers only after signing of above mentioned MOU with the tenderer after taking incidental charges, if any.

21.0 PRICE VARIATION CLAUSE

21.1 Unless otherwise specified in Tender Schedule, Tenderers are advised to quote firm prices only. Offers of Tenderers quoting with PVC in such cases shall be summarily rejected.

21.2 However, wherever considered desirable by the purchaser, a Price Variation Clause may be incorporated in the Tender Schedule itself. In all such cases, where PVC formula and PVC base date/base rate has been incorporated in tender, the Tenderers are advised to submit their offers as per the PVC formula and Base Date/Base Rate incorporated in the tender document and offers received with fixed prices or with a

different Price Variation formula or different base date/base rate shall be summarily rejected.

21.3 Tenderers who quote with PVC as stated in Para 21.2 above on account of escalation in price of raw materials may please note that such escalation claims will be subject to verification by the PFA with reference to the records that may be called for from them. Successful Tenderers will be required to produce complete records for verification/examination of their claims under price escalation before acceptance of such claim. If the tenderers fail to establish their claim by producing satisfactory records before the PFA/NCR, their claim will be disallowed and/or proportionately/suitably reduced.

22.0 PRICE PREFERENCE—the price preference in general has been discontinued in accordance with the policies of the government.

23.0 CARTEL FORMATION:

(a) Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, Railways reserve the right to place order on one or more firms with exclusion of the rest without assigning any reasons whatsoever.

(b) Firms are expected to quote for a quantity not less than 50% of tendered quantity. Offers for quantity less than 50% of quantity will be considered unresponsive and shall become liable to be rejected. This however will be without any prejudice to Railway's right to distribute the tendered quantity & place order on one or more firms.

(c) The firms who quote in cartel be warned that their names are likely to be deleted from list of approved sources.

(d) Whenever tender is floated with purchase restriction from sources approved by nominated authorities and there exist 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 firm outside the approved vendors list, without any restrictions.

24.0 OPTION CLAUSE:

24.1 Unless otherwise specified in the tender document, the purchaser shall be entitled to vary the order quantity by (+/-) 30% anytime within the delivery period (including extended delivery period). The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the tenderer shall be bound to accept the quantity so ordered on the basis of his original offer. As per extant instruction, operation of the option clause can be made any time within contractual delivery period giving reasonable time to the firm to supply the enhanced quantity. It may be noted that for invocation of the option clause, validity of the contract will be considered upto the contractual delivery period even though the supplies have been completed in advance.

24.2 In case of Delivery Period is extended in the contract with (+) 30% option clause either for full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original Delivery Period, then during the extended Delivery Period also, quantity variations can be made on the total ordered quantities.

24.3 Tenderers may please note that option clause is mandatory for Contracts valuing above Rs. 75 lakhs and where item is of continuing nature. However Railway reserves the right to put the option clause in the lower value contracts also.

25.0. Splitting of tendered quantity

25.1. **Case of no prior decision to split the order-**

(A) Normally full order shall be placed on L-1 firm. However, if 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 the quantity being finally ordered will be distributed among the other tenderers 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 tenderers

(ii) Capacity of tenderers

(iii) Delivery requirements in the tender

(iv) Quantity under procurement

(v) Vital/safety nature of the items

(B) In the absence of any differentiation on the above parameters, the manner of splitting will be based on the stipulation given in para 25.2.1 below.

25.2 **Case of pre-decided split ordering –**

25.2.1 Wherever pre-decided split ordering is mentioned in the tender document 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, provision 25.2.1(a) to para 25.4 shall be applicable.

(a) The purchaser reserves the right to distribute the procurable quantity on one or more than one 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 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 Difference Between	Quantity distribution ratio between

L1 And L2	L-1and L-2
UPTO 3%	60:40
MORE THAN 3% AND UPTO 5%	65:35
MORE THAN 5%	At least 65% on the L1 tenderer. For the quantity to be ordered on the L-2 tenderer, the purchaser 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 L-1 rate for assessment of ratio will be the original rate of L-1 firm (suitable for bulk quantity)- say firm "A" - as obtained at the time of tender opening.

(iii) 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.

25.2.2 However, in exceptional circumstances Railway reserve the right not to split the order quantity in cases of pre decided splitting

25.3 For cases where the Rlys/PUs had entered the into ToT/JV agreements the following shall be applicable.

"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 agreement partners. However for ratio/proportion of quantity distribution among such agreement partners, conditions as detailed in Para 26.2.1(b) shall

apply with the exception that the aspect of 'per-se reasonability' will not be applicable."

25.4 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 materials 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.

25.5. There will be no purchase preference for products of central public sector enterprises except for preferential purchase policies framed for specific sectors separately.

26.0 FALL CLAUSE

Wherever specifically mentioned in the tender schedule, Fall Clause will be applicable as per following conditions:

26.1 The price charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores or offer to sell stores of identical description to any persons/organizations including the purchaser or any department of Central Government or any Railway Office or any Railway Undertaking, as the case may be, during currency of the contract. The lower price will be applicable to supplies made after the date of coming into force of such reduction or sale or offer to sell at a reduced rate.

26.2 If at any time during the said period the contractor reduced the sale price, sells or offers to sell such stores to any persons, organizations including the purchaser or any Department of Central Government or any Railway Office or any Railway

Undertaking as the case may be at a price lower than the price chargeable under the contract, they shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale, shall stand correspondingly reduce.

26.3 The contractor shall furnish the following certificate to the concerned accounts officer along with each bill for payment of supplies made against the contract.

"I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein no such stores have not been offered/sold by me/us to any person/organization including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be up to the date of bill, at a price lower than the price charged to the Government under the contract".

27.0 REJECTION OF MATERIAL

27.1 Materials peculiar to railways such as parts and fittings of rolling stock except raw materials, which have been rejected during inspection and which could not be rectified are required to be defaced by the inspecting authority to avoid recycling of such rejected materials, and to avoid ultimate failures of assets. All such rejected materials peculiar to railways should be mechanically defaced to prevent sale to railways again.

27.2 **Handling of Rejection cases by Consignees:**

27.2.1 **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/ rejection memo should be sent by consignee to all concerned i.e. Firm, Purchaser, Pre-inspecting

agency, paying authority as per contract etc. without fail.

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

(iii) If the firm desires to have joint inspection, Joint inspection of rejected material will be held with pre-inspecting agency and firm. In case of failure of either of the two parties to associate with 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 advice to the supplier (inline 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 the firm has 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 incase of component level rejection in an pre-inspected item (which is an assembly), the replacement supply of the component can be accepted based on firm's internal inspection certificate and final inspection by consignee.

27.2.2 **Testing of samples:**

Whenever the sample is required to be drawn from the field for testing either on account of vendor poor performance or on random basis for quality check then following process shall be

followed:

(i) The sample will be sent for testing to an independent lab which will be either a government lab or NABL accredited lab. However, the independent lab will not be the lab where the item was earlier inspected nor will it be a lab under the control or vendor/Railways. It will be tested by the independent lab and the test report sent directly by the lab to the Railway unit for further action. In order to ensure neutrality of testing, the process of testing in the independent lab will not be done in the presence of vendor/railway representative.

(ii) In case the test cannot be done in a government lab or in an NABL accredited lab, it can be done at an independent 3rd party lab. In order to ensure neutrality of testing, the process of testing in the independent lab will not be done in the presence of vendor/railway representative.

(iii) In case when the nature of testing is such that even an independent 3rd party lab is not available, then the testing can be done in the lab at the vendor or Railway premises. In such a case, the testing will be jointly done in the presence of vendor and Railway representative.

B. Material rejected in warranty-

I. Materials are rejected in warranty in the following situations:

(a) The material rejected was issued to the user (shop/shed etc) from its associate stores depot.

(b) The material rejected was received by the user from a PU or from a stores depot which is not the associate depot of the user.

Cat B.I(a) For warranty failure in shop/shed of material issued from its associate stores depot: All warranty claims will be lodged by the associate depot officer after getting the warranty rejected material from user under advice note of return stores with reasons of warranty rejection indicated therein. Before lodging the warranty claim the associate depot officer will satisfy

himself about the correctness of PO and ensure that other details including reason(s) of warranty rejection are available with the advice note of return stores. The warranty claim will be processed following procedure indicated in sub-para A(i), (ii), (iii) and (iv) of para27.2.1 above except for the following changes: The 'rejection advice' mentioned in para27.2.1A(i) will be replaced by the 'warranty rejection advice'. The time which can be taken for the completion of modality of joint inspection as per para 27.2.1A(iii) will be 45 days (instead of 21 days) from the date of communication of rejection advice to the supplier. More time is being given for joint inspection because this is a case wherein supplies have already been taken into the usage system of Railways. Thus, either the pre-inspection agency or the firm or the railways may like to have a more detailed understanding of the failure.

Cat B.I(b): For warranty failure in shop/shed of material received from PU (either under sale issue note or as a purchase component of rolling stock manufactured at the PU) or from a stores depot (under inter depot transfer/sale issue note) which is not the associate stores depot of the end user.

(i) In such cases it may not be convenient for the end user to return the material the stores depot (against which the original supply was made by the vendor to railway). Thus in all such cases, the warranty rejected material will be kept in safe custody by the end user and the stores depot (which received the original supply) will be advised by the end user about the warranty rejection duly indicating the reason(s) of rejection with a confirmation that the rejected material is under end user's custody.

(ii) The stores depot (which received the original supply) will raise warranty claim on the firm. Before lodging the warranty claim, the depot officer will satisfy himself about the correctness of PO and ensure that other details including reason(s) of warranty rejection

are available from the end user. The warranty claim will be processed following procedure indicated in sub-para A (i), (ii), (iii) and (iv) of para27.2.1 A above except for the following change: The rejection advice mentioned in para 27.2.1A(i) will be replaced by the warranty rejection advice. The time which can be taken for the completion of modality of joint inspection as per para 27.2.1A(iii) will be 45 days (instead of 21 days) from the date of communication of rejection advice to the supplier. More time is being given for joint inspection because this is a case wherein supplies have already been taken into the usage system of Railways. Thus, either the pre-inspection agency or the firm or the railways may like to have a more detailed understanding of the failure.

For imported material, the time limit in Cat.I(a) and Cat.I(b) will be 90 days.

II. Warranty quantity replacement: The warranty quantity replacement will be accounted under warranty R-note by the depot officer (which raised the warranty claim as in sub-para B.I.(a) above).

Financial recovery (if any made) against the warranty failure will be refunded to the firm on warranty quantity replacement.

III. Inspection of the replacement supply against warranty rejection:

(A) For cases of replacement supply against warranty failure falling in the category B.I.(a) above, the replacement supply should normally be inspected by the same inspection agency which inspected and passed original supply. Thus for B.I.(a), any change in inspecting authority for the warranty replacement will necessitate a formal amendment in contract.

(B) In case of warranty rejection of item of the category B.I.(b) above, it may in some cases be difficult to re-use the services of

inspecting agency which passed the original supply. Similarly for some items, the end user/consignee may not have the requisite inspection facility/expertise.

Thus for warranty rejection falling in the category B.I.(b) above:-

(i) The replacement supply can be inspected by the same inspecting agency which inspected and passed the original supply. Payment of inspection charge will be borne by supplier.

OR

The replacement supply can be inspected by authorized representative of consignee.

OR

The replacement supply can be made by firms own internal inspection certificate.

(ii) The decision on the above will rest with the depot officer who raised the warranty claim and will be indicated in the warranty claim notice.

(C) However in case the warranty failure is of a component of an assembly supplied, the component can be accepted on firm's own Guarantee certificate/internal inspection certificate and consignee's final inspection for both the categories {(Cat B.I.(a) and Cat B.I.(b)} of warranty failure.

(IV) **Place of warranty replacement –** For warranty replacement of category B.I.(a), in order to ensure correct accountal of warranty replacement, the place of warranty replacement will be the depot which received the original supply. For warranty replacement of failure falling in category B.I.(b) above, an exemption can be made and the place of replacement supply can be indicated by the depot officer (at his option) in the warranty claim notice to the firm to be the end user's place.

(V) For warranty replacement of the category B.I.(b), due care will be taken care of by the end user to ensure that correct accountal of replacement supply etc. are properly taken care of. After

settlement of warranty claim the rejected material will be handed over by the end user to the firm's representative. The end user will also inform the depot officer who raised warranty claim about the replacement.

27.2.2 At the option of the depot officer/end-user, rectification of the material rejected {under category 27.2.1(A) and 27.2.1(B)} may be permitted within railway premises by the firm only after the firm has refunded the payment (if already made by Railway) or equivalent amount has been withheld for this purpose. However, from the date of communication of rejection advice, the rectification activity has to be completed within 21/45 days for indigenous/imported material respectively for rejection of the category 27.2.1(A) and 45/90 days for indigenous/imported material respectively for the rejection of the category 27.2.1(B). If more time is taken beyond this, applicable ground rent will be levied on the firm.

27.2.3 In order that quantity shortfall due to warranty failure of Cat. B.I.(a) is made up, the depot officer may prepare an additional demand (equal to the quantity failed in warranty) for procurement, one recovery towards warranty has been confirmed by accounts. Any warranty replacement subsequently made will automatically get reflected in stock and thus there will not be any net extra procurement. It will however ensure timely availability of materials.

28.0 MARKING OF STORE

28.1. Contractor/Manufacturer must inscribe/engrave/ screen-print/emboss vendor's name/identification marks as well as month and year of manufacture on item supplied to North Central Railway. The location of these identification should be such that they do not affect the functional utility and structural stability of the components/materials, and also do not get obliterated on wear and tear. For very small items

where marking on individual item is not possible, the vendor will arrange to print vendor's name/identification marks as well as month and year of manufacture on standard packing, after obtaining specific approval from the purchaser in each case. The decision of the purchaser on whether such approval is to be granted or not shall be final and binding.

29.0 SPECIAL CONDITIONS OF TENDERS FOR MACHINERY & PLANT ITEMS

i) Technical Compliance:

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

ii) Authorization Letter:

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

iii) Validity

The offer should be kept valid for 120 days from the date of opening of the tender otherwise the offer will be treated as unresponsive and will be rejected.

iv) 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.

v) Commissioning & Proving Test:

a) The contractor shall arrange commissioning of the equipment at the consignee's premises. He shall carry out necessary proving test to demonstrate the performance of equipment, after its successful

commissioning, to entire satisfaction of the consignee.

b) 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 for commissioning of the machine 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.

c) 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 and the Contractor shall be liable to pay liquidated damages at the rate of 2% of the total contract value for each and every month or part thereof for which commissioning is delayed, provided always that the entire amount of liquidated damages to be paid 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 a 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.

d) Continuance of commissioning work after expiry of stipulated time will also constitute a default for the purpose of the clause (c) above. The decision of the Purchaser, whether the delay in commissioning has taken for reasons attributed to the Contractor, shall be final.

vi) Training:

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

vii) Maintenance manual & Spare Parts:

Contractor is required to supply 2 copies of operation and maintenance manual and lists of spare parts along with equipment.

viii) WARRANTY:

(a) Unless otherwise specified, Warranty period for M&P will be 24(twenty four) months from the date of commissioning and proving out of M&P. A Maximum period of 2 (two) weeks will be allowed for attending and recertification of faults during the warranty period.

(b) Maximum down time during the warranty period will be 2%(two percent) for on line M&P and 10% (Ten percent) for off line M&P calculated on quarterly basis.

(c) A penalty of 0.5% (zero point five percent) per week of the contract value will be levied for delay in response time for attending and rectifications of faults beyond specified time during the warranty period as detailed above.

(d) Maximum penalty to be levied on account of warranty failure will be 10% (Ten percent) of the contract value calculated during whole of warrantee period and after that if there is any delay on the part of supplier, purchaser shall be entitled for encashment of WG Bonds. In such cases the bad performance of firm during the warranty period, the same should be recorded and circulated to all Railways. The same should be given due regard in deciding future orders on the firm and when evidence to the contrary is not available, the firm's offer may be even rejected.

ix) Payment terms:

(i) **Payment to foreign supplier**: Payment against foreign supplies shall be made through the Letter of Credit. All charges including the confirmation charges of L.C., levied by foreign Banks, shall be borne by the supplier. The standard payment terms subject to recoveries if any, under the liquidated damages clause and general conditions of contract will be as under:

(a) 80% of the payment against irrevocable L.C. on proof of inspection certificate and shipping documents within 30 days of receipt of shipping documents as specified.

(b) Balance 20% payment within 90 days after installation/commissioning

and proving out test of M&P subject to submission of bank guarantee for an amount of 10% of contract value, as warranty security valid beyond six months from the expiry of warranty period.

(ii) **Payment against indigenous supply**: The standard payment terms subject to recoveries if any, under the liquidated damages clause and general conditions of contract will be as under:-

(a) 80% of the payment on proof of inspection certification and Rail/Road Challan to be made within 30 days of receipt of documents as specified.

(b) Balance 20% payment within 90 days after satisfactory installation/commissioning and proving test of M&P subject to submission of bank guarantee for an amount of 10% of contract value, as warranty security valid beyond six months from the expiry of warranty period.

x) **Element of Freight for indigenous purchase-**

(a) In case where the consignees are more (say more than four or so), tenderers are required to quote for the FOR station of dispatch prices with an average freight for all consignees, which will be added to FOR station for dispatch price to get FOR destination prices.

(b) In case where the consignees are four or less, tenderers are required to quote FOR station of dispatch price with actual freight for each individual consignee, which will be added to FOR station of dispatch price to get FOR destination price for each individual consignee.

xi). **Timely commissioning of M&P-**

In the event of contractor's failure to have M&P commissioned by the time or times respectively specified in the letter of acceptance or contract, purchaser may withhold, deduct or recover from the contractor as penalty, a sum @ 2% (two percent) of the price of M&P which the contractor has failed to commission as aforesaid for each and every month (part of a month being treated as a full month) during which the M&P may not have been commissioned, subject to an upper

limit of 10% (ten percent) of contract value.

xii) Annual Maintenance Contract-

(a) Tenderers are required to quote for post warranty Annual Maintenance for a period of five years after expiry of the warranty period of the M&P along with their offers.

(b) Tenderers are required to mention such AMC schedule of such Annual periodic maintenance along with offer giving the charges for AMC maintenance schedule and other details of items to be used in such preventive maintenance.

(c) The charges of Annual preventive maintenance schedule for five years along with the cost of items to be used in preventative maintenance schedule during these five years are payable to supplier and sum total of these charges would be ;included in the FOR destination price quoted for M&P for the purpose of comparative evaluation of offer.

(d) Tenderers are required to give the cost of essential spares and service charges for each items of work of repair of M&P outside preventive maintenance contract. These charges will not be included in the price of M&P for the purpose of comparative evaluation of offers.

(e) The terms & conditions of AMC must clearly specify the maximum down time and maximum response time.

(f) 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 machinery/equipment.

xiii) Inspection:- Inspection of M&P items will be carried by M/s RITES.

xiv). Packing of Stores: Packing of Stores sufficiently and properly as to ensure stores being free from loss and damages in route as detailed in IRS conditions of contract are reproduced below:

(a) Para 1501- 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 constituent part thereof, whether in the possession or control of the Contractor, his agents r 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 contract 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 Inspecting Officer are awaiting dispatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be interim consignee. The Contractor shall alone be entitled and responsible to make claims against a Railway Administration or other carrier in respect of non-delivery, short delivery, miss-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case may be.

(b) **Para 1801- Packing:** The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.

(c) **Para 1806- Packing:** The Inspecting Officer may reject the stores if the stores are not packed and /or marked as aforesaid and in case where the packing material is separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the Contractor.

30.0 Guidelines for Electronic Reverse Auction:

30.1 Guidelines for Electronic Reverse Auction in Stores Contracts are as under:

(a) Purchase through Reverse Auction shall be the preferred method for procurement for Stores tenders valued more than Rs. 5 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 where bulk procurement is to be done from vendors approved by RDSO /CORE /PUs etc. or at least three proven/likely competitive sources, prima facie competent for execution of bulk ordering.

(c) Financial Bids in single currency/parameter only shall be allowed.

(d) No deviation to specified essential Technical & Commercial conditions shall be permitted to the vendors in the electronic bid form.

30.2 Technical Bid and Initial Price Offer:

(a) The bid evaluation criteria shall be item wise, consignee wise or overall tender value wise.

(b) Bidder shall be simultaneously required to electronically submit a Technical & Commercial Bid and Initial Price Offer.

(c) Offers found eligible for bulk order shall be categorized as qualified for Bulk Order for the purpose of RA and offers found eligible for Developmental order shall be categorized as Qualified for Development Order for the purpose of RA.

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

(e) Technical & Commercial evaluation of bids shall be done by the purchaser as per extant guidelines, delegation and the estimated value of tender.

(f) In case of stores tenders selection of vendors 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

para2.1)(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.
Note: Suitable clause for applicability of one out of these two options for participation elimination of vendors qualified for developmental order shall be mentioned in the tender.
However, in case, if none of the above options is specifically mentioned in the tender, option (2) as above will be applicable.

30.3 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:

Selection of vendors for Reverse Auction for Bulk Ordering in Stores tenders:

Number of tenderers qualified for Award of contract/Bulk Order	Number of Tenderers to be selected for Reverse Auction	Remarks
<3	NIL *	The bid disallowed from participating in 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 Vendors Qualified for Bulk Order/award of contract (rounded off to next higher integer).	

Note:

i. * If the number of tenders qualified for Bulk Order/Award of Contact is less than 3, RA shall not be done and tender may be decided on the basis of Initial Price Offer(s).

ii. Selection of vendors for Reverse Auction for developmental ordering: 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.

iii. MSE Criteria: All MSEs (Micro & Small Enterprises) found Qualified for Bulk/Development Orders/Award of Contract but could not be selected for Reverse Auction as per criteria stipulated in Para 30.3 and 30.3.ii above, but are within the range of 15% of lowest Initial Price Offer of the bidder 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 30.3 and 30.3.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.

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 30.3 and 30.3.ii above. However, if all the bids qualified for bulk order as well as for developmental order (before applying elimination criteria) also qualify under "Make in India Order, 2017" criteria, this clause shall not apply.

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

30.4 Reverse Auction among bidders categorized as Qualified for Developmental Order and Qualified for Bulk Order shall be conducted concurrently on IREPS. 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 intimated 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.

30.5 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 tabulated and considered for ordering. The offers of bidders which were eliminated from Reverse Auction in terms of Para 30.3 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.

30.6 After obtaining the final bids of the Reverse Auction, tenders shall be finalized as per existing policy (including price preference to MSEs and Make in India Order, 2017,[wherever applicable] and procedures based on the eligibility and quantity distribution criteria, as pre-defined in the tender document. All the relevant policies of Government of India at the relevant time shall be applicable.

30.7 Other Instructions:

a) Two Packet Single Stage system of tendering is to be followed for e.R.A. for tenders valuing above Rs.05 Crore.

b) MSE criteria of considering offers from MSEs quoting within L-1 +15% for 25% of NPQ is to be followed for all Goods and Services tenders.

c) Make in India Preference order is to be followed for all Goods, Services tenders wherever applicable as per guidelines.

30.8 Procedure for Conduct and Reporting of R.A

i. 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.

ii. The Purchaser shall fix the following, on case to case basis, depending upon the nature of item 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 open 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. When 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.

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

iv. After submission of initial Price Bid, tenderers will not be allowed to revise the taxes and other levies.

v. During auction period, identities of the participating tenderers will be kept hidden.

vi. Minimum admissible bid value will be last bid value minus minimum decrement as specified by the purchaser 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.

vii. After close of the RA, tabulation of last (minimum) bids received from all the tenderers will be generated and made visible to Railways and participating tenderers.

viii. Railway users can also view the bidding history in chronological order.

ix. Bidders will not be allowed to withdraw their last offer.

x. L-1 will be defined as the lowest bid obtained after the closure of R.A. session.

31.0 **Arbitration Clause:** It may please be noted that there is amendment in Indian Railway Standard Condition [IRS condition] of contract Para 2900.Latest IRS conditions may be referred to.

32.0 **Force Majeure Clause:**

Force Majeure means an event beyond the control of the supplier and not involving the suppliers fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and

freight embargoes. However, it should not be used by a party to effectively to escape liability for bad performance. Supplier must produce documentary evidence of District/State Government for support involving Force Majeure situations.

If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the Supplier shall not be held responsible for such delays/failures.
If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
If performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option, terminate the contract without any financial repercussion on either side.

There may be a Force Majeure situation affecting the Purchase organization only. In such a situation, the Purchase organization is to take up with the Supplier on similar lines as above, for further necessary action.

ANNEXURE-1

PROFORMA STATEMENT OF DEVIATIONS

(1) The following are the particulars of deviations from the requirement of the tender specification-

(2)

CLAUSE	DEVIATION	REMARKS (Including- justification)

(2) The following are the particulars of deviations from the requirement of the Instructions to Tenderers. Indian Railway Standard Conditions of contract and special Conditions of Contract-

CLAUSW	DEVIATION	REMARKS (Including- justification)

Note: where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations.

ANNEXURE-2

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-3

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

TENDER No. ..... Date of opening..... Time.....Hrs.

Name of the Firm .....

Note: All details required only for the items tendered.

1. Name & full address of the firm.
2. Telephone & FAX No. office/factory/Works.
3. Telegraphic and E-Mail address.
4. Location of the manufacturing factory.
5. Details of industrial license. Wherever required as per statutory regulations.
6. Details of plant & machinery erected and functioning in each Deptt. (Monographs & description pamphlets be supplied if available.)
7. Details of the process of manufacture in the factory in brief.
8. Details & stocks of raw materials 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 equipment 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 certificates should be submitted in triplicate.

13. Are you registered with the Directorate General of supplies & Disposals, New Delhi? If so, furnish full particulars of registration, period of currency etc.

14. Are you a small scale unit, registered with the National Small Industries Corporation ltd., If so, furnish full particulars of registration, currency period etc.

Signature and seal of the Manufacturer/Tenderers

ANNEXURE-4

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

NO.....

DATED.....

TO.

THE PRESIDENT OF INDIA,
Acting through the PCMM,
North Central Railway
Allahabad- 211015

Dear Sir,

Subject:- PCMM./N.C.Rly/ALD 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

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

Ref.....

DATED.....

Bank Guarantee No..... . .....

TO,

THE PRESIDENT OF INDIA,
Acting through Principal Financial Advisor,
North Central Railway,
Allahabad- 211015.

1. Against contract concluded by the advance acceptance of the tender No.....dated..... covering supply of .....(hereinafter called the said contract) entered into between the President of India and ..... (hereinafter Called the 'contractor'), this is to certify that at the request of the contractor We .....(Bank) 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 or 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 an/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 without demur to the President of India (Govt. of India).

2. We.....(Bank) 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 fulfillment in all respects of the said contract by the Contractor i.e., till.....(viz. the date up to 3 months after the date of the last dispatch/delivery of the goods ordered) hereinafter called the 'said date' and that if any claim accrues or arises against us.....(Bank) by virtue of this guarantee before the said date, the same shall be enforceable against us.....(Bank) notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us.....(Bank) by the President of India (Govt. of India) before the said date. Payment under this letter of guarantee shall be made promptly upon 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) undertake not to revoke this guarantee during its currency without the consent in writing of the President of India (Govt. of India).

4. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings 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 there under and the Contractor shall have no claim against us for making such payment.

5. We.....(Bank) 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 from time to time any of the powers exercise able by the President of India (Govt. of India) against the said contract and to forbear or enforce any of the terms and conditions relating to the said contract and we .....(Bank) 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 for-bearance and/or omission on the part of the President of India or any indulgence by the President of India to the said Contractor or by any other matter or thing what-so-ever, which under the law relating to sureties, 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 contractor.

Date..... Signature.....

Place..... Printed-Name.....

Witness..... Designation

.....

(Bank's common Seal)

ANNEXURE-6

NATIONAL ELECTRONIC FUND TRANSFER MANDATE FORM

(To be filled by the tenderer in Block letters)

Details of Beneficiary (Contractor/Firm)

1. Centre (City Code): . . . . . .
2. IFSC Code (Bank Branch Specific No.):. . . . . .
3. Name of Bank: . . . . . .
4. Bank Code: . . . . . .
5. Beneficiary Name: . . . . . .
6. Account No.: . . . . . .
7. Type of Account (Saving/Current/Cash credit):. . . . . .
8. MICR Code:. . . . . .

Signature and seal of
The manufacturer/tenderers

Verification by Bank

ANNEXURE-7

बिल फार्म

BILL FORM ITEMS

मूल/दूसरी प्रति/तीसरी प्रति

ORIGINAL/DUPLICATE/TRIPLICATE

सर्वश्री/M/s.....

.....

.....

.....

.....

.....

एल.एस.टी./सी.एस.टी. .....

बिल सं./ No.....

प्रमुख वित्त सलाहकार,
भण्डार लेखा विभाग, उत्तर मध्य रेलवे,
मुख्यालय, सूबेदारगंज, दिनांक/
इलाहाबाद–211033

PFA
North Central Railway Headquarter
Subedarganj, Allahabad-211033

1. ए.आर.डी. कोड (1) ☐
   ARD Code (1)
2- बैच नं0 (2–3)☐☐
   Batch No.(2-3)

3- कार्ड कोड (4–5)□□

Card Code (4-5)

4- डिपो कोड जो स्टाक भण्डार लेखा होगा (6–7) □□

Depot Code which will account for the material (6&7)

5- विक्रेता का कोड (8 से 12)□□□□□

Vender Code (8 to 12)

6- प्रमुख मुख्य सामग्री प्रबंधक का क्रय आदेश □□□□□□□□□□□□□□□□

नम्बर 16 अंकोमें (13 से 28)

PCMM Purchase Order No. in sixteen digits (13 to 28)

7- क्रय आदेश की तिथि

P. Order Date.....

8- रेलवे रसीद सम्भारक का चालान नम्बर (29 से 34)□□□□□□

RR/Suppliers Challan No. (29 to 34)

9- रेलवे रसीद/सम्भारक का चालान की तारीख□□

RR Date

10- डिपो जो रसीद नोट बनायेगा (35 से 36) □□□□□□

Depot Preparing R. Note (35-36)

11- रसीद नोट नम्बर (6 अंको में) (37 से 42) □□□□□□

R. Note No. in six digits (37 to 42)

12- आर. नोट की तारीख (43 से 48) □□□□□□

R. Note Date (43 to 48)

13- पी. एल. नं. (49 से 56) □□□□□□□□

P.L. No. (49 to 56)

14- Øय यूनिट कोड (57 से 58) □□

Buying Unit code (57-58)

15- मात्रा तीन दशमलव अंकों तक (59 से 68) □□□□□□□□□□

Qty. up to 3 decimal (59 to 68)

16- भुगतान कोड (69) □

Payment code (69)

17- चिन्ह (केवल वाउचर की रिवर्सल के समय प्रयोग किया जाए (70) □

Sign (To be used only for reversal of the voucher(70)

18- विनिधान (8 अंको में) (71 से 78) □□□□□□□□

Allocation in eight digits (71 to 78)

19- रकम जो क्रय सरपस में जायेगी (79 से 88) □□□□□□□□□□

Amount debitable to purchase in ten digits (79 to 88)

20- भण्डार का विवरण/क्मेबतपचजपवद वि Stores.....

.....

21- परेषिति का नाम ----------

---------Name of the

Consignee.....

22- आर्डर में दी गई मात्रा----------

Quantity ordered.....

23- मात्रा जिस के लिए बिल तैयार किया गया----------

Quantity Billed.....

24- दर अंको में ----------

Rate in figures.....

25- दर शब्दो में ----------

Rate in words.....

26- पैंकिंगचार्जेज :----------

Packing charges Rs.....

27- बिल की रकम :0----------

Amount Billed Rs.....

28- fडिस्काउंट :0----------

Discount Rs.....

29- उत्पाद शुल्क यदिहोतो----------

Central Excise if any.....

30- विशेष उत्पाद शुल्क रू0 बिक्रीकर----------

Special E.D. Rs.....

31- कुल सं0.....

Total.....

32- केन्द्रीय बिक्रीकर 4 प्रतिषतबिक्रीकर----------

Sales Tax 4% /CST.....

33- पी. एण्ड एफ. चार्जेज.....

Packing & Forwarding charges.....

34- फारवर्डिंग और मालभाड़ा .....----------

Forwarding & Freight charges.....

35- कुल रकम रू0.....

Gross amount claimed Rs.....

36- Certified for Rs..... रूपये के लिए सत्यापित किया ।

37- भण्डार सुपुर्द किया.....

Stores delivered on.....

38- सी.ओ. सेविन नम्बर (89 से 98)□□□□□□□□□□

Stores delivered on CO7 No. (89 to 98)

.....

विक्रेता के हस्ताक्षर/Signature of Vender

स्थानीय सुपुर्दगी पर भरा जाये

TO BE FILLED IN CASE OF LOCAL DELIVERY

प्रमुख मुख्य सामग्री प्रबंधक के उपरोक्त क्रय आदेश के अन्तर्गत भेजा गया माल .....सही हालत में प्राप्त हुआ। लेखे में लेकर .....को एलोकेट किया। प्राप्त हुआ बिल वित्त सलाहकार एवं मुख्य लेखाअधिकारी (एस.ए.बी.) मुख्या0/इलाहाबाद को विक्रेता को भुगतान का प्रबन्ध करने के लिये भेजा गया। माल की देरी से सुपुर्दगी में प्रमुख मुख्य सामग्री प्रबंधक की स्वीकृति प्राप्त कर ली है। प्रमुख मुख्य सामग्री प्रबंधक की स्वीकृति संख्या.....दिनांक.....सहित/बिना एल.डी. के प्रदान की गई।

Stores consigned against above PCMM order have been received in good condition .....stores have been received, accounted for and allocated to.....Bill receive forwarded to PFA (S.A.B.) HQ/Allahabad for arranging payment to the vendor PCMM sanction of late delivery of stores has been obtained PCMM's sanction..... Dated..... granted without the levy of L.D.

तिथि सहित प्रेषिति के हस्ताक्षर

Consignee's Signature with date

पदनाम Designation.....

प्रमुख वित्त सलाहकार के कार्यालय के प्रयोग के लिये

PFA OFFICE

(ए) ए.बी. नम्बर .....

(a) A.B. No.....

(बी) दिनांक.....

(b) Date

(सी) के लिए पारित ----------

(c) Passed for Rs.

Rs

(ई) के लिये पारित #-------

(e)Amount Passed Rs.

(एफ) कटौती घटाएं रू0 :---

(f) Less deduction Rs

(जी)कुल देय रकम.....

(g) Net Amount Payable

¼डी) राशि डेबिटेड रु. ---------- (एच) प्रभार्य----------

(d) AMOUNT DEBITABLE TO (h)Chargeable to

(आई) द्वारा कय लेखा रजिस्टर में दर्ज किया गया.....द्वारा जांच की गई.....

(i) Posted in purchase Account Register by Checked by

(जे) द्वारा सी.ओ. 6 रजिस्टर में दर्ज किया गया.....

(j) Posted in C.O. 6 Register by

कृते प्रमुख वित्त सलाहकार

For PFA

संभारक(सप्लायर) की रसीद

SUPPLIER'S RECEIPT

बिल संख्या .....में उल्लिखित भंडार के बाबत रु.....

.....प्राप्त किया

Received Rupees .....on account of detailed in the Bill No.....

संभारक(सप्लायर) के हस्ताक्षर

SIGNATURE OF SUPPLER

संभारक (सप्लायर) द्वारा भरा जाये

TO BE FILLED IN BY SUPPLIER

1. मैं / हम ने व्यक्तिगत रूप से जांच एवं परख लिया है और यह प्रमाणित करता/करते हूं/है कि जिस माल की रकम का दावा पेश किया गया वास्तव में रेलवे रसीद.....दिनांक .....के अन्तर्गत प्रेषित कर दिया गया है और आगे यह कि माल वही है जो चालान नम्बर .....दिनांक .....में दर्शाया गया है तथा निरीक्षण प्रमाण पत्र संख्या .....दिनांक .....चालान नम्बर .....दिनांक .....में दर्शाया गया है तथा निरीक्षण प्रमाण पत्र संख्या.....दिनांक .....में अंकित है। मैं/हम स्वयं उपरोक्त की सत्यता के लिए व्यक्तिगत रूप से उत्तरदायी हूं/है।

I have personally examined and verified and do hereby certify that goods in respect of which payment is being claimed has been actually dispatched under R.R. NO.....dt.....& further that these goods are exact materials as indicated in Challan

No.....dt.....and covered by inspection Certificate No.....dt. .....

I/ we hold myself/ ourselves personally responsible for the correctness of the statement.

2. प्रमाणित किया जाता है कि इस बिल में चार्ज की गई बिक्री कर की राशि संवैधानिक रूप से देय है तथा बिक्रीकर विभाग को की जायेगी । हमारी बिक्रीकर पंजीकरण संख्या .....दिनांक .....है ।

Certified that the amount of Sales Tax as charged in the bill is legally payable by us and shall be paid to the Sales Tax authority by us our Sales Tax No. .....dt.....

---------- -------

विक्रेता के हस्ताक्षर **SIGNATURE OF VENDOR**

टिप्पणी–क्रम सं. 4, 5, 6, 7, 8 ,9, 13, 14, 20, 21, 22, 23 से 35 विक्रेता द्वारा भरे जायेंगे ।

NOTE:S.No. 4, 5, 6, 7, 8, 9, 13, 14, 20, 21, 22, 23 to 35 to be filled by the supplier and the remaining columns to be filled in by Bill Section .

Annexure- 8

Form-1 **Format for Affidavit of Self Certificate regarding Domestic Value Addition in an Electronic Product to be provided on ` 100/- Stamp Paper.**

Date:

I,_____ S/o, D/o, W/o_____, Resident of _____ do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No.8(78)/2010-lPHW dated.10.02.2012.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition.

That the domestic value-addition for all inputs which constitute the said electronic product has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition. I will be disqualified form any Government tender for a period of 36 months. In addition, I will bear the cost of such an assessment.

That I have complied with all the conditions referred to, in the Notification No.8 (78)/2010-lPHW dated.10.02.2012 wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith.

I agree to maintain the following information in the Company's record for a period of 08 years and shall make this available for verification to any statutory authorities.

i. Name & details of the Domestic Manufacturer (Registered office, Manufacturing Unit Location, nature of legal entity).

ii. Date on which this certificate is issued.

iii. Electronic Product for which the certificate is produced.

iv. Procuring agency to whom the certificate is furnished.

v. Percentage of domestic value addition claimed.

vi. Name and contact details of the unit of the manufacturer.

vii. Sale price of the product.

viii. Ex-factory price of the product.

ix. Freight, Insurance and handling

x. Total Bill of Material

xi. List and cost value of inputs used for manufacture of the electronic product.

xii. List and total cost of inputs which are domestically sourced. Please attach certificates from suppliers, if the input is not in-house.

xiii. List and total cost of inputs which are imported, directly or indirectly.

For and on behalf of_____(Name of firm/entity)

Authorised signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

Indicative List of Generic Products:

S.No.	Items
1	Notebooks and Netbooks
2	Tablets
3	Desktops
4	Servers
5	Printers
6	Keyboards
7	Monitors
8	Storage USBs, Memory Cards
9	CCTV and Surveillance cameras
10	ATMs
11	Photocopiers
12	Scanners
13	Faxes
14	Smart cards
15	Mobile Handsets
16	Hand Held Terminals
17	PC Projector
18	POS based devices

Indicative List of Telecom and Network Products:

S.No	Items
1	SIM Cards (Personalisation & OS in India)
2	Encryption/UTM Platforms (TDM and IP)
3	Core/Edge/Enterprise routers
4	Managed Leased Line Network Equipment
5	Ethernet Switches (L2 and L3), Hubs, etc.
6	IP based Soft switches, Media Gateways
7	Wireless, Wireline PABXs
8	CPE (including Wifi Access points and Routers, Media Converters), 2G/3G Modems, Leased line modems, data cards etc.
9	Set-Top Boxes
10	SDH/Carrier Ethernet/Packet Optical Transport Equipment
11	DWDM/CWDM systems
12	GPON Equipments
13	Digital Cross-Connects/MUXs
14	Small size 2 G/3 G GSM based Base Station Systems
15	GSM 2G & 3G/4G, CDMA based wireless Access systems including BTS, BSC, MSC, Media Gateway, Media server, GGSN, SGSN, Node B, RNC, E Node B,EPC, HLR, SMSC & other subsystems.
16	LTE based on broadband wireless access systems (e Node B, EPC etc.)
17	WiFi based broadband wireless access systems (Access Point, Aggregation Block, Core Block, etc.)
18	Microwave Radio systems (IP/Hybrid)
19	Software Defined Radio, Cognitive Radio systems
20	Repeaters (RF/RF-over-optical), IBS and Distributed Antenna system
21	Satellite based systems – Hubs, VSAT, etc.
22	Copper access system (DSL/DSLAM), Optical Fibre, Optical Fibre Cable.
23	Network Management systems
24	Security & Surveillance communication systems (video and sensor based).

Notified Electronic Products having "Preference for Domestically Manufactured Electronic Products in Government Procurement":

I. Desktop Personal Computers (PCs)

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.

Percentage of procurement for which preference to domestically manufactured PCs is to be provided (in value terms)	Percentage of domestic value addition in terms of Bill of Material (BOM) required for the desktop PCs to qualify as domestically manufactured
50%	30% in year 1

Criteria BOM classified as domestic: The domestic BOM of desktop PCs would be the sum of 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 the table.

Main inputs of BOM / manufacture of desktop PCs	Value addition required for the inputs to be classified domestic BOM
1	2
Processor	Domestic ATMP/ fabrication or both
Memory	Domestic assembly of imported memory chips on imported/ indigenously manufactured bare PCB/ domestic ATMP / fabrication / or combination.
Hard Disk Drive	Domestic assembly and testing from imported Indigenously manufactured parts and components
LCD Monitor	Domestic assembly from imported LCD panel where in plastics moulding and stamping of metal parts is done domestically and testing / domestic fabrication of LCD panel or both.
DVD Drive	Domestic assembly and testing from imported / indigenously manufactured parts and components

Cabinet + SMPS	Domestically manufactured cabinet and domestic assembly and testing of SMPS from imported/ indigenously manufactured parts and components subject to the condition that value of the domestically manufactured parts and components used in the assembly of “SMPS” will be minimum 10% (of the value of part and components used in the manufactured of “ SMPS) in year 2 which will increase to minimum 20% of the value of part and components used in the manufactured of “ SMPS) in year 3 and subsequent years
Key Board/ Mouse	Domestic assembly and testing from imported / indigenously manufactured parts and components
Mother Board	Domestic assembly and testing from imported / indigenously manufactured parts and components except value of bare PCB
Bare PCB	Domestically manufactured
Final Assembly / Testing and design development	Domestically assembled / tested and any Intellectual Property (IP) resident in India.

II. Dot Matrix Printers :

A Dot Matrix printer is type of impact Printer that forms dot on a paper by a metal pin of diameter 0.2 mm to 0.3 mm which is driven by electro magnet based on solenoid principle and required character matrix is produced by horizontal and vertical resolution of the dot matrix print head. Dot matrix printers can create carbon copies and carbonless copies based on mechanical pressure of pin.

Percentage of procurement for which preference to domestically manufactured Dot Matrix Printers is to be provided (in value terms)	**Percentage of domestic value addition in terms of Bill of Material (BOM) required for the Dot Matrix Printers to qualify as domestically manufactured**
50%	**40% in year 1**

Criteria BOM classified as domestic: The domestic BOM of Dot Matrix Printers would be the sum of the cost of main inputs specified in Column 1 of the following table provided the inputs individually satisfy the value addition requirement specified in column 2 the table.

Main inputs in BOM / manufacture of Dot Matrix Printers	**Value addition required for the inputs to be classified domestic BOM**
1	**2**
Main PCB	Domestic assembly and testing from imported/ indigenously manufactured parts and components subject to the condition that value of the domestically manufactured parts and components used in the assembly of “Main PCB” will be minimum 10% (of the value of part and components used in the manufactured of “ Main PCB in year 2 which will increase to minimum 15% the value of part and components used in the manufactured of “ Main PCB) in year 3 and subsequent years except value of bare PCB
Bare PCB	Domestically manufactured
SMPS	Domestically assembly and testing from imported/ indigenously manufactured parts and components subject to the condition that value of the domestically manufactured parts and components used in the assembly of “SMPS” will be minimum 10% (of the value of part and components used in the manufactured of “ SMPS) in year 2 which will increase to minimum 20% of the value of part and components used in the manufactured of “

	SMPS) in year 3 and subsequent years
Carriage Motors and Paper feed motors	Imported as domestically mechanism. sub along assembly with and main tested printer
From Control Panel	Domestic assembly and testing from imported/ indigenously manufactured parts and components
Home position/ Paper End Sensors	Domestic assembly and testing from imported/ indigenously manufactured parts and components
Main Printer Cabinet and other small plastic components	Domestic Moulding of Printer Cabinets and other parts
Printer Mechanism Assembly	Domestic assembly using indigenously manufactured rubber platens, small rubber parts , sheets metal components, Plastic Gears and other Plastic Parts with turned steel shafts and above mentioned sensors and motors
Print Heads and inter connecting cables	Domestic assembly and testing from imported/ indigenously manufactured parts and components
Final Assembly/ testing and design/ development	Domestically assembled / tested and any Intellectual Property (IP) resident in India.

III. Tablet Personal Computers:

For the purpose of this notification a Tablet PC shall necessarily consist of an Integrated Motherboard with a broad CPU / Processor , Memory and Power Module; Display Panel (Touch Panel + LCD/LED Module) and Integrated Battery and should be able to operate independently.

Percentage of procurement for which preference to domestically manufactured Tablets PCs is to be provided (in value terms)	**Percentage domestic value addition in terms of Bill of Material (BOM) requirement for the Tablet PCs to qualify at domestically manufactured**
50%	**30 % in one year**

Criteria BOM classified as domestic: The domestic BOM of Tablet PCs would be the sum of the cost of main inputs specified in Column 1 of the following table provided the inputs individually satisfy the value addition requirement specified in column 2 the table.

Main inputs in BOM / Stages for manufacture of Tablet PC	**Value addition required for the inputs to be classified domestic BOM**
1	**2**
Display Panel (Touch Panel + L	Domestic assembly and testing from imported/ indigenously manufactured Touch Panel + LCD/LED Module or combination subject to the condition that from year 3 onwards backlight assembly and testing of the Display Panel shall be done domestically
Integrated Motherboard with a broad CPU / Processor , Memory and Power Module, Semiconductor (i.e. the Semiconductor Chips and module on Integrated Motherboard	Domestically assembly and testing from imported/ indigenously manufactured parts and components except value of bare PCB and Semiconductor BOM (i.e. the Semiconductor Chips and module on Integrated Motherboard) Subject to the condition that the value of domestically manufactured parts and components used in the assembly of "Integrated Motherboard" will be minimum 10% (of the value of part and components used in the manufactured of "Integrated Motherboard) in year 2 which will increase to minimum 20% of the value of part and components used in the manufactured of "Integrated Motherboard) in year 3 and subsequent years. The value of only those Semiconductor Chips and module (including processor and memory) of the Integrated Motherboard less the value of there indigenous design (for which IP is resident in India) on which ATMP operations are carried out domestically will be taken as domestic BOM*
Bare PCB	Domestically manufactured
Power Adaptor	Domestically assembly and testing from imported/ indigenously manufactured parts and components subject to the condition that value of the domestically manufactured parts and components used in the assembly of "Power Adaptor" will be minimum 20% (of the value of

	part and components used in the manufactured of "Power Adaptor) in year 2 which will increase to minimum 30%,40% and 50% in years 3, 4 and 5 respectively
Casing	Domestically manufactured casing
Battery	Domestic assembly and testing from imported/ indigenously manufactured parts and components
Accessories (Camera, Speaker, Wifi, Antenna, etc)	Domestic assembly and testing from imported/ indigenously manufactured parts and components
(i) Final Assembly/ Testing and (ii) Design/ Development	(i) Domestically assembled/ tested and (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 item shall be reduce from its value in domestic BoM.

*This shall be reviewed when the Semiconductor Fab in India is operational.

IV. Laptop Personal Computers(PCs):

For the purpose of this Notification, a Laptop PC (commonly known in the market as Laptop/Notebook/Netbook/Ultrabook etc) shall necessarily consist of a CPU, Memory, Hard disk Drive, Keyboard, Touch pad and/or Trackpoint, an Integrated Display Unit, Integrated Battery and should be able to operate independently.

Percentage of procurement for which preference to domestically manufactured Laptop PCs is to be provided (in value terms)	**Percentage domestic value addition in terms of Bill of Material (BOM) requirement for the Laptop PCs to qualify at domestically manufactured**
50%	**25 % in one year**

Criteria BOM classified as domestic: The domestic BOM of Laptop PCs would be the sum of the cost of main inputs specified in Column 1 of the following table provided the inputs individually satisfy the value addition requirement specified in column 2 the table.

Main inputs in BOM / Stages for manufacture of Tablet PC	**Value addition required for the inputs to be classified domestic BOM**
1	**2**
Hard Disk Drive	Domestic assembly and testing from imported/ ndigenously manufactured parts and components
Display Panel (LCD,LED etc) + Back cover+ Bezel	Domestic assembly and testing from imported/ indigenously manufactured Display Panel , Back cover, Bezel or combination subject to the condition that from year 3 onwards: **(i)** Back cover shall be domestically manufactured and **(ii)** Back Light assembly and testing of display panel shall be done domestically
DVD Drive	Domestic assembly and testing from imported/ indigenously manufactured parts and components
Cabinet+ Motherboard+ Power Module	Domestic assembly and testing from imported/ indigenously manufactured Cabinet, Motherboard, Power Module or combination except value of bare PCB and Semiconductor BoM (i.e., Semiconductor chips & modules on Motherboard) subject to the conditions that: **(I)** Value of domestically manufactured parts

	and components used in the assembly of "Motherboard + Power Module" will be minimum 10% (of the value of part and components used in the manufactured of "Motherboard + Power Module") in year 2, which will increase to minimum 20% (of the value of part and components used in the manufactured of "Motherboard + Power Module") in year 3 and subsequent years and **(II)** Cabinet shall be domestically manufactured from year 3 onwards.
Semiconductors (i.e. Semiconductor chips and Modules on Motherboard)	The value of only those Semiconductor Chips and modules (including processor and memory) of the Integrated Motherboard less the value of their indigenous design (for which IP is resident in India) on which ATMP operations are carried out domestically will be taken as domestic BOM *
Bare PCB	Domestically manufactured
Power Adapter	Domestically assembly and testing from imported/ indigenously manufactured parts and components subject to the condition that value of the domestically manufactured parts and components used in the assembly of "Power Adaptor" will be minimum 20% (of the value of part and components used in the manufactured of "Power Adaptor") in year 2 which will increase to minimum 30%,40% and 50% in years 3, 4 and 5 respectively
Keyboard/ Touchpad and/or Trackpoint	Domestic assembly and testing from imported/ indigenously manufactured parts and components
Battery	Domestic assembly and testing from imported/ indigenously manufactured parts and components
(i)Final Assembly/ Testing and (ii)Design/ Development	**(i)** Domestically assembled/ tested and **(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 item shall be reduce from its value in domestic BoM.

*This shall be reviewed when the Semiconductor Fab in India is operational.

V. Smart Cards:

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 and dual interface (both contact & contactless). Some of the applications of Smart Card are Identity Card, Banking Card, Health Card, Vehicle Registration Card etc.

(A) Contact Smart Cards:

Percentage of procurement for which preference to domestically manufactured Laptop PCs is to be provided (in value terms)	Percentage domestic value addition in terms of Bill of Material (BOM) requirement for the Laptop PCs to qualify at domestically manufactured
50%	30 % in Year 1 45% in Year 2 65% in Year 3 onwards*

Criteria BOM classified as domestic Contact Smart Cards: The domestic BOM of Contact Smart Cards would be the sum of the cost of main inputs specified in Column 1 of the following table provided the inputs individually satisfy the value addition requirement specified in column 2 the table.

Main inputs in BOM / Stages for manufacture of Contact Smart Cards	Value addition required for the inputs to be classified domestic BOM
1	2
Plastic Card Body	Domestic Manufacturing including sheet cutting and punching, printing, lamination and testing using imported/ indigenously manufactured raw material, parts and components*
IC Chip Module	Domestic assembly and testing of IC Chip Module using imported/ indigenously manufactured raw materials, 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/ Testing and (ii)Design/ Development	(i)Domestically assembled/ tested and (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 item shall be reduce from its value in domestic BoM.

*This shall be reviewed when the Semiconductor Fab in India is operational.

(B) Contactless Smart Cards (Includes Dual Interface Cards):

Percentage of procurement for which preference to domestically manufactured Laptop PCs is to be provided (in value terms)	Percentage domestic value addition in terms of Bill of Material (BOM) requirement for the Laptop PCs to qualify at domestically manufactured

50%	**40 % in Year 1** **50% in Year 2** **70% in Year 3 onwards***

Criteria BOM classified as domestic Contactless Smart Cards: The domestic BOM of Contactless Smart Cards would be the sum of the cost of main inputs specified in Column 1 of the following table provided the inputs individually satisfy the value addition requirement specified in column 2 the table.

Main inputs in BOM / Stages for manufacture of Contactless Smart Cards	**Value addition required for the inputs to be classified domestic BOM**
1	**2**
Plastic Card Body	Domestic Manufacturing including sheet cutting and punching, printing, lamination and testing using imported/ indigenously manufactured raw material, parts and components*
Card Inlay (Antenna)	Domestic assembly and testing from imported/ indigenously manufactured parts and components
IC Chip Module	Domestic assembly and testing of IC Chip Module using imported/ indigenously manufactured raw materials, 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/ Testing and (ii)Design/ Development	(i)Domestically assembled/ tested and (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 item shall be reduce from its value in domestic BoM.

*This shall be reviewed when the Semiconductor Fab in India is operational.

VI. LED Products:

For the purpose of this notification, LED Products are those whose function is to utilize light produced by LEDs and spanning applications in the areas of (i) Illumination, (ii) Optical Displays including true LED TVs (iii) Backlighting, (iv) Signalling and Indication and (v) Transportation.

Percentage of procurement for which preference to domestically manufactured Laptop PCs is to be provided (in value terms)	**Percentage domestic value addition in terms of Bill of Material (BOM) requirement for the Laptop PCs to qualify at domestically manufactured**
50%	**50 % in Year 1**

Criteria BOM classified as domestic LED Products: The domestic BOM of LED Products would be the sum of the cost of main inputs specified in Column 1 of the following table provided the inputs individually satisfy the value addition requirement specified in column 2 the table. However, the weightage of total cost of (d) Heat Sink or Thermal

Management Solutions, (e) Secondary Optics, (f) System Fixture and Fitting shall not exceed 20% of domestic BOM of the LED Product.

Main inputs in BoM / Stages for manufacture of LED Products	**Value addition required for the inputs to be classified domestic BoM**
1	**2**
(a) LED Emitter	Packaging from imported/ domestically fabricated bare LED Die subject to the condition that from Year 2 onwards, the bare LED Die shall be domestically fabricated using imported/indigenously manufactured inputs.
(b) Driving Electronics	Domestically assembly from imported/ indigenously manufactured parts and components subject to the condition that the value of domestically manufactured parts and components (excluding the value of bare PCB) used in the assembly of "Driving Electronics" will be minimum 10% (of the total value of part and components used in the manufacture of "Driving Electronics") in Year 1 which will increase to minimum of 20% of the total value of part and components used in the manufactured of "Driving Electronics") in year 2 and minimum 30% (of the total value of part and components used in the manufacture of "Driving Electronics") in Year 3 and subsequent years.
(c) Bare PCB including MCPCB	Domestically manufactured using imported/ indigenously manufactured inputs.
(d) Heat Sink or Thermal Management Solutions	Domestically manufactured using imported/ indigenously manufactured inputs.
(e) Secondary Optics	Domestically manufactured using imported/ indigenously manufactured inputs.
(f) System Fixture	Domestically manufactured
(g) Final Assembly/Testing	Domestically Assembled/Tested meeting Indian standards as notified from time to time.

ANNEXURE – 12

FORMAT FOR AFFIDAVIT OF SELF CERTIFICATION REGARDING DOMESTIC VALUE ADDITION IN IRON & STEEL PRODUCTS TO BE PROVIDED ON RS. 100/- STAMP PAPER

I _____S/o, D/o, W/o_____Resident of_____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:_____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No. _____whe rein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies) is hereby authorized to forfeit and my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i. Name and details of the Bidder
   (Registered Office, Manufacturing unit location, nature of legal entity)
ii. Date on which this certificate is issued
iii. Iron & Steel Products for which the certificate is produced
iv. Procuring agency to whom the certificate is furnished
v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
vi. Name and contact details of the unit of the manufacturer (s)

vii. Net Selling Price of the iron & steel products
viii. Freight, insurance and handling till plant
ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
x. List and total cost of input steel which are domestically sourced
xi. Please attach value addition certificates from suppliers, if the input is not in-house.
xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

For and on behalf of_____(Name of firm/entity)

Authorized signatory (To be authorized by the Board of Directors)
<Insert Name, Designation and Contact No.>

Annexure 13

Excise Duty: (this clause is applicable only for the items which are still under the purview of Excise duty)

1.0 If purchaser is required to reimburse the Excise Duty separately, tenderers shall clearly indicate the specific percentage of Excise Duty that shall be applicable in the relevant field of 'Financial Rate Page for Supply' form.

1.1 Excise duty options-

a. If reimbursement of Excise Duty is intended as extra over the quoted prices, the tenderers must use the drop down menu in the 'Financial Rate Page for Supply' form and select 'Maximum Applicable' option in the Excise Duty Type field on the 'Financial Rate page', and also quote the maximum percentage of Excise Duty that may be claimed in the E.D. Maximum Applicable (%) field. Alternatively, in case specific amount of Excise Duty is applicable per unit, the tenderer may quote specific Excise Duty by choosing the 'Specific ED Maximum Applicable' option.

In such cases, the offers shall be evaluated on the basis of maximum rate of ED applicable, as quoted by the tenderer in the relevant field, on the date of tender opening. However, ED will be reimbursed at actual (on production of documentary evidence of payment of ED) and within the upper ceiling of the maximum ED rate considered for evaluation purpose.

N.B.: If any concession on Excise duty is available to the tenderer at the time of submitting offers, which may be reduced or withdrawn, and the tenderers wish that actual ED at the time of supply should be reimbursed, then they should clearly quote with maximum percentage of statutory ED that can become applicable. Similarly, if the excise duty rate may increase due to increase in turnover, the tenderer shall indicate the maximum rate of excise duty which may become applicable.

b. If quoted rate is inclusive of ED, the tenderers must use the drop down menu and select 'Inclusive' option in the Excise Duty Type field on the 'Financial Rate Page for Supply' form. Alternatively, in case specific amount of Excise Duty is applicable per unit, the tenderer may choose the 'Specific ED Inclusive' option. In such cases, the tenderer shall also mention the percentage or amount of Excise Duty that has been included in the quoted rate in the 'Remarks' field on the 'Financial Rate Page for Supply' form, and If it is not done so, then, the offer will be taken as inclusive of ED at the highest rate of ED applicable for the item. Nothing extra shall be payable in such cases on account of Excise Duty, except on account of Statutory Variation, wherever permissible as per contract conditions. However, in case a lower rate of Excise Duty becomes applicable at the time of supply, the purchaser shall be entitled to recover from the supplier the difference in amount on account of such reduction in Excise Duty.

If a tenderer chooses to quote price inclusive of excise duty, it will be presumed that the excise duty so included is firm unless he has clearly indicated the rate of excise duty and quantum of excise duty included in his price and also sought adjustment on account of statutory variation in excise duty.

c. In case the tenderer selects 'Nil' or 'Not applicable' option in the Excise Duty Type field, nothing extra shall be payable by the purchaser on account of Excise Duty.

1.2 The tenderers should indicate in their offer whether they are registered with Excise authorities for availing CENVAT or not. If they are availing CENVAT, they should take into account the entire credit on inputs available under CENVAT Scheme while quoting the price and furnish a declaration to this effect along with a confirmation that any further benefit available in future on account of CENVAT will be passed on to the purchaser.

1.3 No claim on account of statutory variation will be accepted unless the tenderer has clearly indicated the rate of excise duty in his offer, and has also sought adjustment on account of statutory variation in excise duty. Statutory variation in Excise duty will be admissible within the original delivery period only, subject to statutory variation clause being a part of the Contract, and subject to production of documentary evidence and Govt. Notifications.

1.4 PAYMENT OF ED AND EXCISE DUTY- MODVAT RULES.

a) The purchaser will not be responsible for payment of taxes and duties paid by the supplier under misapprehensions of law or misclassification and in such cases even if the suppliers bill contain an element of tax or duty which is not payable by the purchaser, such payment would be disallowed.

b) The claim for ED on each bill should be supported by the following certificates.

i) The rate of ED is advalorem. The ED at present legally leviable in this case is Rs i.e ----on Rs -----being the unit value of the Stores assessed by the concerned authority of the Excise department.

ii) Certified that the ED charged on this bill is not more than that legally leviable and payable under the provision of the relevant act or rules made there under.

c) Certified that the amount of Rs claimed as ED in this bill is in accordance with the provision of the rules in all respects and the same has been actually paid to the excise authorities in respect of the stores covered by the bills.

d) Quarterly certificate to the effect that no refund of ED already reimbursed against this contract has been obtained during the quarter ending. In the event of any such refund being obtained by the seller, the same should be passed on to the purchaser.

e) **MODVAT CERTIFICATE: -** The tenderers will have to give the

following certificates in their offer:-

"We hereby declare that in quoting the above price, we have taken into effect, the full effect of the duty set-off on 'Central excise and counter veiling duties' available under the existing MODVAT scheme. We further agree to pass on such additional duties and set off as may become available in future in respect of all the inputs used for the manufacture of the final product, on the date of the supply under MODVAT scheme, by way of reduction in price and advise the purchaser accordingly."

1.5 North Central Railway will not reimburse any Excise duty paid by the supplier due to misclassification.

2.0 Sales Tax/VAT : this clause is applicable only for the items which are still under the purview of sales tax/VAT

2.1 If reimbursement of Sales tax/VAT is intended as extra over the quoted prices, the tenderers must use the drop down menu in the relevant field and select CST Extra, LST Extra or VAT Extra options in the Sales Tax field on the 'Financial Rate Page for Supply' form, and also quote the percentage of Sales Tax/VAT that is required to be reimbursed by the purchaser. In the absence of any such stipulation, no claim on account of Sales Tax/VAT will be entertained after the opening of tender.

2.2 While quoting the rates, tenderer shall pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of VAT from the existing system of Sales Tax, duly stating the quantum of such credit per unit of the item quoted for, which has been availed and passed on to the purchaser in the rates submitted.

2.3 The tenderers while submitting the tenders shall give the following declaration. "We agree to pass on such additional set off/input tax credit as may become available in future under

the VAT scheme in respect of all the inputs used in the manufacture of the final product on the date of supply, by way of reduction in price and advise the purchaser accordingly."

2.4 The suppliers while claiming the payment for the supplies made will furnish the following certificate to the paying authorities;"We hereby declare that additional set offs/input tax credit to the tune of Rs.----- has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted." This certificate shall be furnished even for contracts where CST is payable.

2.5 Provincial or inter-state central sales tax where leviable and intended to be claimed from purchaser should be separately indicated along with the quoted price. As per Taxation Laws (Amendment) Act, 2007 amending the CST act, 1956, Form-D for concessional sales tax for Government purchases is not being issued w.e.f. 01.04.07.

2.6 No claim on account of statutory increase in Sales Tax/VAT will be accepted unless the tenderer has clearly indicated the rate of Sales Tax/VAT in his offer, and has also sought adjustment on account of statutory variation in Sales Tax/VAT. Statutory variation in Sales Tax/VAT will be admissible within the original delivery period only, subject to indication of the same in the Contract, and subject to production of documentary evidence and Govt. Notifications.

Annexure-14

Calculation of Local Content

Name of manufacturer	Calculation of Manufacturer (Cost per unit of product)		
	Cost (Domestic Component) a	Total Cost b	Percentage of Local Content C=(a/b)*100
I. …. II. …. III. …. Total Cost(Excluding tax and duties)			

Note:

I. Cost(Domestic Component): Cost of domestic component 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.

b. Ex-Factory Price of product minus profit after tax minus sum of imported Bill of Material used (directly or indirectly) a inputs in producing the product (including duties and taxes levied 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 be taken) minus sales and marketing expenses.

II. Total Cost: Total cost 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 levied on procurement of inputs except those for which credit / set-off can be taken).

b. Ex-Factory Price of product minus profit after tax, minus warranty costs.

c. Market price minus post-production freight, insurance and other handling costs minus profit after tax, minus warranty costs minus sales and marketing expenses.

Annexure-15

Format for Affidavit of Self Certification regarding Local Content in a Medical Device to be provided on Rs, 100/- Stamp Paper

Date:_____

I _____ S/o,D/o,W/o _____,
Resident of _____
do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and 6onditions of the policy of Government of India issued vide Notification No:

That the information furnished hereinafter is Correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any -authority nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said medical device has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department l of Pharmaceuticals, Government of India for the purpose of assessing the local content, action will be taken against the as per Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 and Guidelines issued vide letter no. 31026/36/2016- MD dated 18.05.2018.

I agree to maintain the following information, in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority:

i) Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
ii) Date on which this certificate is issued
iii) Medical devices for which the certificate is produced
iv) Procuring entity to whom the certificate is furnished
v) Percentage of local content claimed
vi) Name and contact details of the unit of the manufacturer
vii) Sale Price of the product
viii) Ex-Factory Price of the product
ix) Freight, insurance and handling
x) Total Bill of Material
xi) List and total cost value of inputs used for manufacture of the medical device
xii) List and total cost of inputs which are domestically sourced. Value addition certificates from suppliers, if the input is not in- house to be attached.
xiii) List and cost of inputs which are imported, directly or indirectly

For and on behalf of (Name of firm/entity) Authorized signatory (To be duly authorized by the Board of Director)

Annexure 16

Bid securing declaration to be signed by bidders availing exemption from submission of EMD

"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 the 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 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."

For and on behalf of (Name of firm/entity)

Annexure 17

Certificate of Local Content for Availing " Make in India" Preference

Tender No.: **Opening Date:** **Item Description:**

I/We have examined the information, records and books of Accounts presented before me/us by our client(s) **(Name and complete address of the company)** and certify that the local content, which is the amount of value added in India (i.e. the total value of the item procured excluding net domestic indirect taxes, minus the value of the imported content, if any, of the above mentioned item including all custom duties), as a proportion of the total value, in percent is **(percentage of local content)**.

We understand that this certificate is being produced by our client named above, for the purpose of availing purchase preference under Public Procurement (Preference to Make in India), Order 2017, when the certified local content is minimum 50%, in the above mentioned tender. We are aware that any false declarations in this respect will be in breach of the Code of integrity under Rule 175(1) (i) (h) of the General Financial Rule for which our client or its successors can be debarred for up to two years as per 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

I/We are also aware that I/We am/are liable to be taken up under Section 22 of the Chartered Accountants Act, 1949 along with such other actions as may be permissible under the Company and other relevant laws, in case of any false/incorrect certification of local content mentioned as above, by us.

Date:

(Seal & Signature of the Auditor/Cost Accountant)

ANNEXURE 18

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.

C. 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 procurement 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 pare D shall remain and no registration shall be granted without such clearance. 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 19

Certificate for Compliance of OM of MoF dated 23.07.2020

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"