

INSTRUCTIONS TO TENDERERS FOR E-TENDERS

Dt. 12.02.2025

NOTE:

- 1) Tenderers are required to refer to the General Tender Conditions.
- 2) These conditions will be applicable for Tenders published on or after the date of uploading of new/revised conditions

1.0. Bid Submission

- a) E-bid along with the relevant documents must be uploaded and digitally signed with the digital signature of the pre-authorized personnel of the tenderer already registered with the IREPS web site. Digital signature used must be "Class III B with Company Name" obtained from G.O.I. approved Certifying Authority.
- b) Firms are advised to ensure that address furnished by them for getting digital signature from accredited agencies are same as that furnished to and available with the centralized source approving authorities such as RDSO/CLW/DLW/ICF etc. They are further advised that while registering themselves in the IREPS website for participation in E-procurement system, the same address as above is filled up, to avoid any vitiation of information and consequent impairment in their credentials
- c) Tenderers must look out for NIT as soon as it is available in IREPS website and upload their offer well in advance without waiting for closing date and time, to avoid last minute hassles in their own computer system or communication line. South Central Railway is not responsible for non-participation of vendors due to any technical problems on the day of tender closing time.
- d) Only bids received in the Electronic tender box available on the web site www.ireps.gov.in will be considered.
- e) The e-procurement system does not permit submission of any offer after the closing date and time of that e-Tender. Hence there is no scope of any Late / Delayed offers in the online bidding process.

1.1. All mandatory fields marked with (*) have to be filled in by the bidders.

2.0. Please read carefully Instructions to tenderers, IRS Conditions of Contract, General Tender Conditions, E-Tender guidelines and Special Conditions of Contract available on S.C.Railway page on the web site www.ireps.gov.in

3.0. Your digital signature on the E-Tender form will be considered as your confirmation that you have read and accepted all the conditions laid down in the documents referred in para 2.0 above as well as schedule of tender, consisting of techno-commercial offer form (including special conditions attached to E-Tender) and Financial offer form, unless specific deviation is quoted in the techno commercial offer form.

4.0. Tenderers can download E-Tender form only after payment of tender document cost either online through payment gateway facility provided on the web site or after submitting the details of tender document cost paid offline in the form of Demand Draft,

Cash Receipt (for payment made to Chief Cashier of the Railway/ Production Unit) etc. The tenderers exempted for deposit of tender document cost have to declare the same specifying the clause under which they are exempted. They must upload a scanned copy of relevant document (such as MSE certificate) in support of their claim.

- 5.0. E-Tender document consists of
 - i. Instructions to Tenderers for E-Tenders
 - ii. General Tender Conditions
 - iii. IRS Conditions of Contract
 - iv. Special Conditions of Contract
 - v. Techno-commercial Offer Form Including Attached Documents, if Any.
 - vi. Financial Offer Form
- 6.0. No Manual offers sent by post/Fax or in person shall be accepted against such E-tenders even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.
- 7.0. 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 'B' of General Tender Conditions, 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.
- 8.0. The tenderers must fill in the techno-commercial offer form (consisting of eligibility criteria, terms & conditions, performance statement, deviation statement, check list & special conditions etc.), financial offer form and attach scanned copy of:
 - i. Authorization letter from OEM in case of an agent.
 - ii. Documents in support of proven supply performance uploading copies of I/Cs, R/Notes and P.Os etc..
 - iii. Manufacturing capacity and details of technical & non-technical man power employed by the vendor.
 - iv. Details of machinery and plant in their manufacturing unit.
 - v. Quality assurance plan (QAP) and details of testing equipments including details of technical man power engaged in testing of inward and outward material.
- 9.0. E-Tender form is not transferable and the same is to be submitted with digital signature of the pre- authorized personnel of the vendor, already registered with the site.
- 10.0. The Application does not permit submission of any offer after closing date & time of the e tender. Hence there is no scope of any late or delayed offer in the online bidding process.
- 11.0. All the mandatory fields of the Techno-commercial Offer Form and Financial Offer Form (i.e. Rate page) including basic rate, all taxes & duties (including maximum percentage of Sales Tax/VAT, and E.D, or any other taxes/duties which may become applicable

during the currency of Contract), freight and any other charges have to be filled up by the vendor. The unit of rate shall be as indicated in the tender schedule and cannot be changed or altered by the vendor. All-inclusive rates on FOR destination basis shall be automatically calculated by the system and shown to the vendor before submission of offer.

12.0. Nil.

13.0. EARNEST MONEY DEPOSIT (EMD) FOR STORES TENDERS:

13.1 EMD amount shall be mentioned in all tenders irrespective of the nature of the tender as per the EMD amount mentioned in **clause 13.2** below or as decided by the purchaser under the policy. There shall be no exemption from submission of EMD for any tender or by any tenderer, subject to provisions under **clause 14.6** below, except following:

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

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

- b) Micro and Small Enterprises (MSEs) registered for the tendered item in terms of Railway Board's letter No. 2010/RS(G)/363/1 dated 05.07.2012
- c) Other Railways and Government Departments in terms of Railway Board's 2004/RS(G)/779/11 dated 24.07.2007
- d) Indian Ordnance Factories in terms of Railway Board's letter No. 92/RS(G)/363/1 dated 08.04.1993.
- e) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them in terms of Railway Board's letter No. 2003/RS(G)/779/5 dated 10.09.2004.
- f) Vendors registered with Railways for the trade group of the item tendered.
- g) Vendors appearing on the approved vendor lists of RDSO/PUS/CORE (As available on IREPS/UVAM), subject to approval status being valid on the date of tender closing.
- h) Vendors registered with Railways for supply of medicine, medical equipment and consumables shall be exempted from submission of EMD for these items.
- i) In tenders issued against PAC, OEM in whose favour PAC has been issued shall be exempted from submitting EMD. KVIC and ACASH shall be exempted from EMD for items supplied by them.

Ref:2004/RS(G)/779/11 Pt. dated:23.12.2019

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

13.2 The amount of EMD shall be as under:

Estimated value of Tender	EMD(round off to nearest higher Rs.10(ten)
Above Rs.25lakh and upto Rs.50 Crore	@2% of the estimated value of the tender subject to maximum of Rs.20 Lakhs
Above Rs. 50 Crore	Rs.50 lakhs

13.3 Offers submitted without EMD shall be summarily rejected.

Ref: 2004/RS(G)779/11 Pt.dated 23.12.2019.

13.4 In exceptional cases exemption from seeking EMD shall be decided prior to issue of tender and suitably incorporated in tender conditions. Exemption shall require personal approval of the authority, on case-to-case basis, competent to issue the tender based on estimated value thereof, but not below the SAG level including SAG officers in the field units namely CMM, ADRM, CWM, CAO, CPM.

Ref:2004/RS(G)779/11 Pt. dated 23.12.2019

13.5 All the tenderers have to select the bid security declaration in the **UNDERTAKING** column while publishing the tender as follows.

"I/we certify that my/our offer is eligible for exemption from submission of bid security/ Earnest Money Deposit, in terms of the tender conditions.

In case my/our claim to exemption from submission of bid security/ Earnest Money Deposit is not found valid as per terms of the tender, I/we understand and accept that Railways has unquestionable right to summarily reject my bid and my offer shall not be considered for ordering. Further, I/ we hereby understand and accept that if I/ we withdraw or modify my/ our bids during the period of validity, or if I/ we are awarded the contract and on being called upon to submit the performance security/ Security Deposit, fail to submit the performance security/ Security Deposit before the deadline defined in the request for bid document/Notice Inviting Tender, I/ we shall be debarred from exemption of submitting Bid Security/Earnest Money Deposit and performance security/Security Deposit for a period of 6 (six) months, from the date I/ we are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railway Published during this Period". **Ref: 2004/RS(G)/779/11Pt. dated: 23.12.2019.**

a) This para shall be not be applicable for Govt. Departments/Ordnance Factories / other Railways/Railway PSUs/KVIC/ACASH and matter shall be taken up with them Departmentally /Administratively.

13.6 **FORFEITURE OF EARNEST MONEY:**

Railways have the Right to forfeit the Earnest Money Deposit if the tenderer withdraws or revises his offer within the offer validity period.

13.7 Automatic Release of EMD Wherever is due:

- i) EMD shall be refunded when any one of the following conditions is satisfied.
 - a) After finalization of tender the bidder is an unsuccessful bidder.
 - b) Validity of Offer expires and validity extension is not sought.
 - c) Validity of offer expires and bidder refuses to extend validity of offer.
 - d) After finalization of the tender successful bidder submits required SD.
 - e) After finalization of the first stage, i.e., technical evaluation in case of two stage or two packet tenders (including e-RA), if the bidder is declared unsuccessful or unsuitable
- ii) EMD of bidders or tenderers shall be released immediately after it is due for release as per above criterion. The Purchaser may initiate the process of release just after the EMD is due for release.
- iii) System for online release of EMD has been rolled out by CRIS. Automatic release of EMD of unsuccessful tenderers should be ensured.

Ref:2004RS(G)779/11Pt. dated 23.12.2019 (excluding point-e)

Ref: For Para-‘e’ above:2005/RS(g)709/3 dated:21.01.2025

13.8: The bidders will be allowed to **UPDATE THE BANK DETAILS ONLY** under the following circumstances:

- i. The tendering authority has not yet generated the digital pay order for release of EMD/TDC to the firm, against the tender,
- ii. The digital pay order generated against the bidder against the tender has been returned by accounts for any reason whatsoever and same has not been resubmitted to IPAS for payment.

The modified bank details submitted by the bidder shall also be incorporated in all the subsequent purchase orders issued through IMMS/IREPS in the name of the bidder against that tender, subject to the condition that the draft purchase order preparation has been initiated after submission of modified bank details by the bidder.

Ref: 2020/RS(M)Paperless working dated. 04.05.2020

14.0 SECURITY DEPOSIT (SD) / PERFORMANCE SECURITY FOR STORES CONTRACTS

14.1 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) lakhs.
- b) Other Railways and Government Departments in terms of Railway board letter No. 2004/RS(G)/779/11 dt.24.07.2007.
- c) Indian Ordnance Factories in terms of Railway board letter No.92/RSS(G)/363 /1 dt.08.04.1993.
- d) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them in terms of Railway board letter No 2003/RS9G)779/5 dt.10.09.2004.
- e) In tenders issued against PAC, OEM in whose favour PAC has been issued shall be exempted from submitting SD. KVIC and ACASH shall be exempted from SD for items supplied by them.
- f) Vendors registered with Railways for the trade group of the item tendered shall be exempted from SD for orders valued upto their monitory limit of registration.
- g) Vendors appearing on the approved vendor lists of RDSO/Pus/CORE (As available on IREPS/UVAM), subject to approval status being valid on the date of tender closing.
- h) Vendors registered with Railways for supply of medicine, medical equipments and consumables shall be exempted from submission of SD for these items.

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

- (Ref) (i) For Point Nos(b)(c)&(d)as per Rly Bd Lr.No. Rly Bd Lr.No.2018/Trans Cell/Stores Procurement dt.02.01.2019.
ii) For Point No(a) e to h as per Rly Bd.Lr.No.2004/RS(G)779/11Pt. Dt.23.12.2019

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

14.2 AMOUNT OF SECURITY DEPOSIT:

(i)a)

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

Ref: As per Rly Bd Lr.No.2004/RS(G)/779/11 Pt.23.12.2019

b) Railways are permitted to raise the upper sealing of SD upto 5% of the contract value in high value cases(above Rs.10crs)

(Ref:Rly Bd Lr.No.2020/RS(G)779/16 Dt.27.02.2024)

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

Ref: Rly Bd Lr. NO.2018/Trans Cell/Stores Procurement dt. 02.01.2019

14.4. Time for deposit of SD:

- i) SD from successful tenderer should be received in purchase office within 21 days from the date of communication of acceptance with respect to the purchaser.
- (ii) Authority competent to condone delay in submission of SD shall be SAG for cases upto acceptance power of SAG. PHOD/ CHOD shall have full power for such condonation. Condonation shall be on case-to-case basis.

(Ref:- Rly Bd Lr.No.2004/RS(G)/779/11Pt. Dt. 23.12.2019)

14.5. 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 view of the fact that in most of the cases, EMD amount would be adequate to meet the SD amount. In case where available EMD amount is less than required SD and the successful tenderer does not deposit the balance SD amount within stipulated time, then EMD **shall be forfeited** and case will be dealt with as that of withdrawal of offer by the tenderer as per extant instructions. This will resolve the problem faced by purchaser to great extent due to intentional delay in submission of SD by successful tenderer(s).

(Ref: Rly Bd Lr.No.2018/Trans Cell/Stores Procurement dt. 02.01.2019)

- 14.6(A)** (i) There shall be no exemption to such bidders from submitting EMD and SD for all tenders published during the period of time they are disqualified as per declaration signed by them.
- (ii) Authority competent to approve the disqualification shall be the tender accepting authority not below the level of SAG Including SAG officers in the field units namely CMM, ADRM, CWM, CAO, CPM, subject to PHOD/CHOD having full powers to approve disqualification.
 - (iii) The disqualification procedure and all correspondence thereof shall be online and digital. Updation on IREPS shall be done by minimum JAG level officer dealing with vendor registration in the Railway.
 - (iv) This para shall not be applicable for Govt. Departments/ordnance factories other Railways/RailwayPSUs/KVIC/ACASH and matter shall be taken up with them departmentally /administratively.

(B) 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 out standing against the vendor and dealt with accordingly.

(Ref:- Rly Bd Lr.No.2004/RS(G)/779/11Pt. Dt. 23.12.2019)

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

(Ref: Rly Bd Lr.No. 2018/Trans Cell/Stores Procurement dt. 02.01.2019)

14.8 Risk Purchase Clause shall not be applicable.

(Ref: Rly Bd Lr.No.2004/RS(G)779/11 Pt.Dt.23.12.2019)

14.9 In exceptional cases exemption from seeking SD shall be decided prior to issue of tender (including global tenders) and suitably incorporated in tender conditions. Exemption shall require personal approval of the authority, on case to case basis, competent to issue the tender based on estimated value thereof, but not below the SAG level including SAG officers in the field units namely CMM, ADRM, CWM, CAO, CPM.

(Ref:2004/RS(G)779/11 Pt.23.12.2019)

15.0 Security deposit is to be paid in any of the manner prescribed below:

- i. Government securities at 5 percent below the market value.
- ii. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds (as per annexure 'A') of the State Bank of India or any of the Nationalized Bank.
- iii. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds (as per annexure 'A') issued by any Scheduled Commercial Bank.
- iv. Deposit Receipts of the Post Office Saving Bank.
- v. The Bond of Indian Railway Finance Corporation (in case of bonds issued under non-cumulative interest scheme, postdated interest warrants should be submitted along with the bonds and the interest warrants could be given back as and when the interest becomes due) and KRCL Bonds of Rs.1000 each. Payment of Security Deposit and Earnest Money in the form of Pay Order/Demand Draft should be drawn in favor of FA&CAO only.

- vi. If the SD is submitted in the form of Bank Guarantees, the Bank Guarantee for SD should be submitted in the prescribed format. No other format will be acceptable. If SD is submitted under structured Financial Management system (SFMS) the Bank account details of South Central Railway are as following:

Name of the Bank	State Bank Of India
Place	Himmatnagar/Secunderabad
Account Number	62337131167
Bank Code	SBIN
IFSC Code	SBIN0020244
Name of the Railway Account	FA&CAO/SC01

(This account is to be operated for HEADQUARTERS UNITS ONLY)

The Bank Guarantees are to be sent directly by the Bank to the Principal Chief Material Manager, Stores Department, 6th floor, Rail Nilayam, Secunderabad-71 in Bank's letter head only and no other formats of BG submitted by the firm will be entertained.

➤ **Bank Guarantee should be submit as per Annexure-A**

16.0 DRAWINGS AND SPECIFICATIONS:

16.1 Unless Drawings and Specifications as mentioned in the tender schedule/enquiry/offer form are provided with the tender documents or made available on Railway's website for downloading by the tenderers, these may be obtained in the manner shown below:

- i. Specification/STR/Drawing of RDSO/ICF/DLW/CLW/CORE etc may be obtained from the concerned authorities who have issued these, on payment.
- ii. Drawings and Specifications framed by Railways may be obtained from the office of the purchaser such as Controller of Stores, Principal Chief Engineer etc. However, in these cases, the tenderers shall have to:
 - a) Produce the documentary evidence for having paid the cost of tender documents by them unless they are provided with these documents free of cost because of their entitlement/eligibility. In the later case, the tenderer will have to produce documentary evidence that they have been provided tender documents free.
 - b) For such tenderers who download the tender documents, they have to produce the proof of such download while asking for such drawings and specifications.

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

17.0 TENDER OPENING:

No Vendor shall be required to be present in the Railways office for any E-Tender opening process. They can obtain totally transparent bid tabulation statement by logging on to the website.

Railway does not guarantee opening of tenders at the specified Date and Time due to reasons beyond control and hence tenders can be opened after due date and time also. It will, however, be ensured that no bids are submitted after tender closing Date and Time. Vendors cannot submit any offer or attach any file after the due date and time as stipulated under the tender notice.

18.0 Documents to be attached/uploaded along with E-Bid:

Scanned copy of following documents should be uploaded along with E-Bid.

- (i) Performance statement against Railways Orders for supply of same or similar items. Correct status/supply position of pending orders if any should be invariably indicated. Supporting documents are to be uploaded.
- (ii) Supply/purchase orders including inspection certificate issued by RDSO/RITES and Receipt. Note to substantiate their past performance.
- (iii) Details of Machinery and Plant, other equipments, testing facilities, quality management/control systems and details of technical manpower available.
- (iv) Letter of approval from RDSO/ Railways indicating current validity and approval of their QAP by RDSO, wherever necessary.
- (v) Tenderers should also indicate their registration number with the Concerned Railway with monetary limit, trade groups for which registered and validity date of registration.
- (vi) MSE Certificate, if Registered with MSEs for the Tendered item (s).
- (vii) Proof for having paid EMD or grounds in favour of exemption/waiver, details of which has been submitted by the tenderer in payment detail page of E-Tender. E-Bid along with above documents must be uploaded and signed by the authorized user of the firm using his Digital Signature Certificate.

I. APPLICABLE ONLY FOR ITEMS WHICH ARE NOT COVERED BY GST:

19.0 TAXES AND DUTIES:

Each vendor must fill and submit the Financial Offer Form i.e. Rate form, as available with e-tender, encrypt his offer on his client machine with the secure encryption key available with the tender and digitally sign using his Digital Signature Certificate.

- 19.1** Tenderers should clearly indicate separately ex-works basic price, packing charges, forwarding charges, Maximum applicable percentage of Excise Duty, Educational Cess, Sales Tax/VAT and Freight charges upto destination, in the respective field of the Financial Offer Form for each unit tendered. Duties and Taxes are not payable on freight charges and forwarding charges. Therefore, if the tenderer happens to quote a composite rate, due break-up is to be given showing freight and forwarding charges separately in the field of the Financial Offer Form.

- 19.2** 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 will make the offer liable to be ignored.

DENIAL CLAUSE:

Supplier will not be entitled to any benefit of upward Statutory Variations in ED & Taxes announced after expiry of the original Delivery Period as per Purchase Order.

20.0 Excise Duty:

- 20.1** Tenderers are requested to refrain from quoting vague terms like “Excise Duty as applicable”. They will have to clearly quote the percentage ED extra as applicable. If quoted rate is inclusive of ED or the item is not dutiable, the tenderer must use the drop down option in the Excise Duty type and select appropriate option such as “Inclusive” or “Nil” or “Not applicable”. If it is not done so, then, the offer will be taken as inclusive of ED at the highest rate obtained in the tender batch. General phrases as “Excise duty extra as applicable” shall not be accepted. Please mention clearly if excise duty is applicable on the tendered item or not. If Excise Duty (ED) is being charged extra, then the tenderers should clearly indicate the maximum percentage of statutory ED as will be applicable during currency of contract for the tendered stores in the appropriate field of the Financial Offer Form. If concessional ED is applicable at the time of submitting offers and the tenderer wish 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 later based on Turn Over. Tenders will be evaluated on the basis of maximum rate of statutory ED which may become applicable, and not the concessional rate of ED. 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.

If ED is not claimed in the offer and no mention is made about Excise duty, then no ED will be payable. If ED is claimed in the offer with exact rate and no statutory variation is also claimed by the firm in the offer, then the same will be considered duly evaluating the offers with exact rate of ED.

In no case the variation in ED (beyond the statutory maximum rate of ED applicable at the time of submission of offer) due to increase in turnover during the currency of contract will be admissible unless specifically mentioned in the offer. If tenderer misclassifies the goods under relevant excise tariff rules, the Railway will not pay increased Excise Duty due to such misclassification. ED will be paid subject to documentary evidence and government notifications only.

20.2 Payment of ED and Excise Duty -MODVAT Rules.

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 is legally leviable and payable under the provision of the relevant act or rules made there under.

(iii) 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.

(iv) 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.

(v) 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."

20.3 Special MODVAT Condition for all the Lead Acid Batteries:

The tenderer has to give details of MODVAT benefit on raw material (lead), which will be passed on to the purchaser. The tenderer should indicate weight of 'Lead' used in manufacturing one battery as 'Raw Material' input. Modvat benefits/additional duty set-off on the goods supplied, if any, accrued to the tenderer will have to be passed on to the Railways (purchaser) under the MODVAT Scheme by way of reduction in prices.

21.0 Sales Tax/Value Added Tax :

Sales tax/ Value Added Taxes should be quoted 'extra' in percentage if applicable or quote "Zero" if exempted in the appropriate input box on the Financial Offer Form. Issue of Form 'D' towards CST on inter-state purchase by Railways is withdrawn. Consequent upon the withdrawal of 'D' Form, the rate of CST on inter-state sale to Railways shall be the rate of VAT/State Sales Tax applicable in the state of the selling dealer/vendor.

(a) Following may be noted wherever Value Added Tax is applicable:

(i) The tenderer should quote the exact percentage of VAT that they will be charging extra.

(ii) While quoting the rates, tenderer should 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.

(iii) The tenderer while quoting for tenders should give the following declaration: "We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly."

(b) The supplier while claiming the payment shall furnish the following certificate to the paying authorities:

"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".

If any surcharge on tax is applicable the same should be indicated clearly. **All the offers shall be evaluated as per tax regime as applicable on the date of tender opening.**

22.0 Octroi Exemption Certificate:

Purchaser will not bear any Octroi charges, and if required will issue Octroi Exemption Certificate (OEC) only. In the event of Octroi exemption certificate not being honored by the concerned municipal authority, and Octroi charges become payable, the supplier will have to bear the same.

II -APPLICABLE ONLY FOR ITEMS WHICH ARE COVERED BY GST:

22.1 TAXES AND DUTIES: Each vendor must fill and submit the Financial Offer from i.e. Rate form, as available. with E-tender ,encrypt his offer on his client machine with the secure encryption key available with the tender and digitally sign using his Digital Signature Certificate.

22.2 Tenderers should clearly indicate separately ex-works basic price, packing charges, forwarding charges, GST applicable with HSN code and Freight charges upto destination, in the respective field of the Financial Offer form for each unit tendered Therefore, if the tenderer happens to quote a composite rate, due break-up is to be given Showing freight and forwarding charges separately in the field of the Financial Offer Form.

22.3 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 will make the offer liable to be ignored.

DENIAL CLAUSE:

Supplier will not be entitled to any benefit of upward Statutory Variations in GST rates announced after expiry of the original Delivery Period as per purchase order & in Case of reduction in GST rates if any, benefit will be passed on to Railways at any stage Of the contract.

22.4 Goods and Services Tax:

22.5

- (i) Tenderers will examine the various provisions of the Central Goods and Services Tax Act,2017(CGST)/Integrated Goods and Services Tax Act,2017(IGST)/Union Territory Goods and Services Tax Act, 2017 (UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from Time to time and applicable taxes before bidding. Tenderers will ensure that full benefit Of Input Tax Credit(ITC) likely to be availed by them is duly considered while quoting Rates.
- (ii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required Under CGST/IGST/UTGST/SGST Act to Railway at the time of submission of offer/

After conclusion contract, without which no payment shall be released to the tenderer.

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

22.6 Tenderers are requested to refrain from quoting vague terms like “GST as applicable” They will have to clearly quote the current percentage rate of GST extra as applicable With HSN No.

22.7 The offers will be evaluated based on the GST rate quoted by bidders. While quoting it is the responsibility of the bidders to ensure that they are quoting correct GST rate and HSN No. If they quote erroneous GST rate and HSN No. then the liability for payment of the difference in GST amount if any, at a later date will lie with the bidders only and no increase in rate of GST rate will be allowed subsequently unless or until the same is changed by statute after the opening of tender and within the original delivery period.

22.8 Payment of GST:

- (i) The rate of GST at present legally leviable in this case is_% as assessed by the concerned authority. The claim for GST on each bill should be supported by following certificate.
- (ii) Certified that the GST charged on this bill is not more than that is legally leviable and payable under the provision of the relevant act or rules made there under.
- (iii) Certified that the amount of Rs. claimed as GST in this bill is in accordance with the provision of the rules in all respects and the same has been actually paid to the authorities concerned in respect of the stores covered by the bills.
- (iv) Addition:
GST will be paid on production of documentary proof. All input credits should be Passed on to Railways by the supplier. To this effect, the firm should give declaration that all input credits has been passed on to Railways while submitting the bills. 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 by way of reduction in price and advise the purchaser accordingly.

23.0 Price Variation Clause:

23.1 Railways, in general, prefer firm price contracts.

23.2 However, there may be cases of procurement of stores which are raw- material (Steel/ Non-Ferrous) intensive wherein the tenderers may quote with Price Variation clause. Such Price Variation Clause must be unambiguous and having clear price variation formulae. Ambiguous conditions like “Price Variation Clause applicable” will not be acceptable and such offers shall be summarily rejected.

23.3 Following Price Variation Clauses are generally recognized by the Railways

(a) IEEMA PVC for the items covered by IEEMA formulae.

(b) DGS&D's PVC for the items which are covered by such formulae.

(c) Railway Board's /**CORE's** PVC for items covered by such formula.

(d) *PVC BASED ON WPI* for items covered by such formula

(e) PVC based on prices of HCL, HZL, SAIL, LME, BME etc.

(f) In case where no Price Variation Clause has been incorporated by Rlys. in the tender schedule, tenderers must quote on fixed price basis only. Offers from tenderers quoting with PVC Clause in such cases will be summarily ignored.

(g) Tenderers are advised to quote as per the specific PV Formula given in the tender Schedule. Offers with deviation in the PVC formula and base date of prices of input raw Material than as prescribed in the tender schedule will be summarily rejected. Offers from Tenderers quoting with fixed price where Railway has incorporated pre-defined PVC will be summarily rejected.

Note:-Tenderers whose offers are with IEEMA PVC, Railway Board's PVC / DGS&D's PVC have to quote with the prices of input raw materials ruling on the base date as stipulated in the relevant PVC (IEEMA/ Railway Board/ DGS&D). For example in case of IEEMA PVC, if the Tender opening date falls in May of a year, the applicable prices of input raw materials should be those prevailing on the 1st April of that year.

23.4 For those items which are not covered by any of the aforesaid PVC, other PVC specific for such stores may be considered and accepted if found to be in order. However, in all such cases, the contract prices upward/ downward will be regulated with reference to the date of inspection of stores and will be applicable to the stores tendered for inspection after one month from the date of variation in the price of relevant input material by the specified agencies like SAIL, HZL, HCL etc. The date on which stores are offered for inspection will be treated as the date of supply for the purpose of Price Variation Clause. Furthermore, the base month for such input materials will be one month prior to that of tender opening. Admission of any claim in this regard will be subject to the suppliers furnishing all the supporting documents.

23.5 Tenderers who quote with price escalation on account of raw material in the tenders will please note that such escalation claims will be subject to verification by the Financial Adviser and Chief Accounts Officer of the Railways with reference to the records that may be called for from them. Successful tenderer will be required to produce complete records including position of ground stocks available at the time of submission of tender for verification / examination of their claims under price escalation before their claims are accepted. If the tenderer fails to establish his claim by producing satisfactory records before the FA & CAO of the concerned Railway, their claim will be disallowed and/ or proportionately reduced.

23.6 In case of entire or severable contract with staggered delivery schedule, the PVC claims if any, will be restricted for that particular quantity of supply required to be completed in that period, as indicated in the original delivery schedule, irrespective of the fact, whether the supply has been made / completed subsequently within the overall delivery schedule of the contracts.

24.0 I.T.C.C.: This will be governed by extant rules of the Government of India. Tenderers are to indicate their Income Tax PAN details and upload a scanned copy of the same.

25.0 Validity: Tenderers have to keep validity of their offer open for a minimum period of 120 days from the tender closing date. Offers with validity period of short duration may be taken as unresponsive to Railway's requirements.

26.0 Evaluation Criteria:

(i) Rates quoted by the Tenderers with discounts if any linked to quantity will be considered for determining inter-se position of the offers. Discounts with conditions attached to early payment, early Receipt notes etc., will be ignored for calculating inter-se position. However, Railways may avail the discounts linked to early payment, early receipt notes etc. if otherwise, firm's offer is found to be acceptable.

(ii) **Tenderers should show discount in the rate schedule/financial bid only, instead of anywhere else in the offer. Discounts not shown at designated place will be summarily ignored for assigning inter-se ranking of offers. However, the same shall be availed while placing order(s). Conditional discount will not be considered for adjudging the inter-se position i.e. rate quoted without any conditions attached (viz. Discount / Rebates having linkages to quantity, payment, Inspection agency, destination, delivery place etc) will only be considered for evaluation purpose. In other words, discounted rates linked to quantities, prompt payment etc. will be ignored for determining inter-se position. Purchaser, however, reserves the right to use the discount rate / rates considered workable and appropriate, for counter offer to the successful tenderers.**

(iii) (a) **APPLICABLE ONLY FOR ITEMS WHICH ARE NOT COVERED BY GST:** Inter-se ranking of the offers will be determined on Total Unit Rate basis which will include Basic rate/Unit, all Statutory Taxes and Duties ie., ED, Educational Cess, ST/VAT, packing charges, Forwarding charges, freight, Insurance and any other charges Quoted by the tenderer.

(b) **APPLICABLE ONLY FOR ITEMS WHICH ARE COVERED BY GST:** Inter-se ranking of the offers will be determined on Total unit Rate basis which will Include Basic rate/Unit, all statutory taxes ie.GST, packing charges, Forwarding charges, Freight, Insurance and any other charges quoted by the tenderer.

(iv) The criteria for evaluation of inter-se-position of bidders shall be item wise and destination wise unless otherwise some other evaluation criteria is specifically mentioned in the tender.

(v) Railways reserve the right to avail the benefit of financial discounts quoted by the firm irrespective of the quantity ordered on them.

27.0 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 in their own interest are advised to quote for the tenders well in advance before the tender closing time. South Central Railway is not responsible for non-participation of vendors due to any technical problems on the day of tender closing time.

28.0 The vendors should quote financial terms and conditions in the nominated fields of financial rate page only. Any financial terms and conditions mentioned in the fields other than the nominated fields will be ignored. Similarly, any financial terms and conditions enclosed as attachments will be ignored.

29.0 Force Majeure Clause:

- Force Majeure is an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchase 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. This should not be used by party to effectively to escape liability for bad performance.
- If there is delay in performance or other failures by the supplier to perform its obligation under the 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 Force Majeure event.
- If the performance in whole or in part or any obligation under the 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 will take up with the supplier on similar lines as mentioned above."

30.0 Delivery of Material:

Delivery is required to be made at the place as stated. Any deviation from the same may be considered as commercially unresponsive and the offer is liable to be ignored.

31.0 IRS CONDITIONS OF CONTRACT:

Firm should accept all IRS Conditions of Contract. Any condition not in conformity with IRS Conditions of Contract should be avoided.

32.0 NOTE TO ALL CONCERNED:

It may be ensured that, the BGs/ DDs / FDRs /Guarantee Bonds towards EMD/SD/Performance Guarantee are to be obtained in favour of the concerned Accounts Officers /FA&CAO only.

Applicable only for all Global tenders & for all tenders where the minimum local content shall be 50% & tenders valuing above Rs. 5 lakhs.

33.0 "This tender complies with Public Procurement Policy order 2017 Revision dt.25.09.2020.

33.1 (A)

(a) Local content:

- i) **Minimum local content.:-** The local content requirement to categorize a 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 higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class II local supplier' from time to time for various items.
- ii) Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

(b) Margin of Purchase Preference:

- i) The margin of purchase preference shall be 20%.
- ii) '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.

(c) Fee for complaints:

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/SCR. The fee shall be deposited with the office of the PFA/S.C.R.

(d) Local Supplier:

'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 and as per para 33.1,(A), 'a' above.

'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 as per para 33.1, (A), 'a' above.

'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

- (e) **L1:** Means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- (f) **'Procuring entity'** means a Ministry or department or attached or subordinate office or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
- (g) **"Work"** means all works as per Rules 130 of GFR -2017, and will also include "turnkey works".

33.1(B) 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 under the Order, shall be eligible to bid irrespective of purchase value.
- b) 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'. In Procurement of all goods services or works not covered by sub-para.33.1,(B), 'a' above, and with estimated value of purchases less than Rs. 200 Crs, in accordance with Rule.161(iv) of GFR- 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.
- c) For the purpose of this order, works includes Engineering, Procurement and Construction (EPC) contracts and services include system integrator (SI) contracts.

33.2 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) as which the local value addition is made.

- b) In cases of procurement for a value in excess of Rs. 10 Crores, the Class –I local supplier'/'Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- c) (i) 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
- d) 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 the procurement made by the entity debarred and any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph '(e)' below.
- e) The debarment shall be as decided by Department of Expenditure from time to time and debarment in respect of procuring entities other than the one which has carried out the debarment and the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.
- f) On a periodical basis such cases are consolidated and a centralized list of decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s).

33.3 (A) 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 under taken by procuring entities in the manner specified here under.
- b) In the procurement of goods or works, which is covered by para 33.1(B)(b) above and which are advisable 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 local supplier's quoted price failing 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 33.1(B)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 for full quantity 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 local supplier's quoted price failing within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier subject to matching the L1 price.
 - iii) In case lowest eligible 'Class-I local supplier fails to match the L1 price, 'Class-I the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- d) 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.

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

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only 'Class-I local suppliers' shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class-I Local suppliers'
- b) In other cases 'Class-II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class-I Local suppliers' as per provisions of this Order.

- c) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class-I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-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 lowest quoting 'Class-I local supplier' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on

33.4 Exemption of small purchases: Notwithstanding anything contained in paragraph 33.3, procurements where the estimated value to be procured is less than Rs.5 Lakhs shall be exempt from the Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this order.

33.5 Indication of Local Content %:

All the Tenderers have to indicate local content % invariably in the tender at the time of submitting their offers. In case the local contents are not declared, it will be presumed that the minimum local contents is as indicated in the tender subject to minimum 50% as per the requirement of the item tendered for the items pertaining to Railways.

33.6 Specifications in Tenders and other procurement solicitations:

a) Reciprocity Clause:-

- i) Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - ii) The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- b) For the purpose of sub-paragraph 33.6(a) above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in the country, or (ii) a majority of its shareholding or effective control of the entity is exercised from the country or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect of India.

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

33.8 **Power to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control) with the approval of their Minister-in-charge may be written order, for reasons to be recorded in writing.

- a) Reduce the minimum local content below the prescribed level, or
- b) Reduce the margin of purchase preference below 20% or
- c) Exempt any particular item or supplying entities from the operation of this order or any part of the Order.

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

33.9 Restrictions under Rule 144(xi) of GFRs-2017:

33.9 (A) **Registration clause for bidders from country which shares a land border with India:**

- i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii) 'Bidder' (including the term 'tenderer', 'consultant' 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.
- iii) "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) 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.

iv) **The beneficial owner for the purpose of (iii) above will be as under:**

1. 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, 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 percent of shares or capital or profits of the company;
 - b. 'Control' shall include the right to appoint 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;
2. 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;
 3. 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;
 4. Where no natural person is identified under '1' or '2' or '3' above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. 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.
- v) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi) 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.
- B) i) All the bidders shall submit the following certificate regarding their compliance with this Order as below. 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.**
- a) "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India."
 - b) "I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent authority."
 - c) 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].

- ii). If the bidder fails to give such declaration as given in Para 33.9 (B), 'i' along with the tender than it will be considered that the contents of above declaration have been read and unconditionally agreed and accepted by the tenderer.

If the tenderer are not agreeable to this declaration they have to categorically mention about the disagreement in Techno Commercial Deviation.

33.9 (C) Notwithstanding anything contained therein; the said Order 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.

33.9 (D) The lists of countries to which lines of credit have been extended or in which development projects are undertaken are as given in the website of the Ministry of External Affairs.

33.9(E) Modalities in this regard are being updated from time to time by Railway Board and the modality as updated on the date of tender opening shall be applicable

34.0 Suppliers are requested to visit Indian Railway website www.ireps.gov.in in which the tenders pertaining to this Railway are published and tender documents are available.

35.0 The following procedure will be adopted once Digital submission/processing of Vendors bill is implemented.

- 1) CRIS is in the process of creating the module of online bill submission by vendors on IREPS. As IMMS and IPAS have already been integrated, digitally signed bill/supplementary bill submitted by vendor on IREPS in "Bill submission utility" will be used by IPAS along with other digitally Signed documents like Receipted Challan/Receipt note/Inspection Certificate etc for registering Vendors bill(CO-6).The bill payment by the bill paying authority will hereafter be done through IPAS based on digitally signed bill and Receipted Challan,R/Note, Inspection Certificate etc.. available on IMMS without insisting on hard copies of same either from depot/consignee or from supplier.
- 2) This will be applicable for Purchase Order/contracts of both Stock, Non-stock items and services Later on, payment against Works Contracts may also be brought under purview of Digital bill submission.
- 3) It shall cover bills for advance payment and final payment to be chosen by vendor.
- 4) It shall cover bills with GST as well as Excise Duty applicability to be chosen by vendors.
- 5) Bills shall be Purchase order wise i.e, one bill shall include items of only one Purchase order which shall automatically make it Paying authority wise. There can be multiple supplies in a bill related to same purchase order. Some supplies can be by road and some by rail/courier etc.

- 6) Vendor shall select the PO item serial number and go on for submitting the bill details for that PO item serial, therefore can submit data for more than one supplies in one bill.
- 7) IREPS shall generate unique bill registration number for each bill which shall be passed on to IPAS and IREPS shall communicate through this unique number Vendor can also enquire and Track their bill status based on this number.
- 8) Vendor can prepare a bill for advance payment for road dispatches for those supplies only whose Challan number is registered in IREPS .DRR number is allotted and Receipted challan is digitally Signed by competent authority in depot. Vendor will only select from the list. Receipted challan Quantity for bill shall be auto filled by the system and vendor cannot edit the same. Once digitally Signed receipted challan with Inspection Certificate is made available online to Bill passing/paying Authority, need for original copy of IC from vendor to Bill Passing/paying authority should not be insisted for advance bill passing.
- 9) For advance payment for supplies against RR/PWB (which are still not digital) as none of the Documents are available with depot at the time of claim of advance payment by vendor, the Verification process for RR/PWB and IC against the online submitted bill shall continue to be Manual by bill passing/paying authority as is the existing process.
- 10) For final payment bill can be prepared only for Digitally signed RO available in the system for selection by vendor against the PO serial of the item and only for the RO quantity.
- 11) Bill rate shall be calculated after adjusting PVC amount and discount in purchase order rate.
- 12) Various expense amounts and taxable value shall be worked out for bill percent (i.e.95%, 5%,100%) In other words. vendor will raise bill accordingly to the prescribed percentage payment and CGST/ SGST-UTGST or IGST shall be worked out on the taxable value, in commensurate with the HSN Code of the supply of material as per the Purchase Order/Contract.
- 13) Bill amount shall be calculated as per bill percent.
- 14) Digitally signed Receipted Challan, Receipt Note, RO, Inspection Certificate etc. shall be available for view in IPAS.
- 15) Documents can be uploaded by vendor for each supply in a bill, All the uploaded documents with the bill shall be digitally signed by the vendor.
- 16) Vendor can save the bill, edit the bill, add/delete supplies to the bill, and delete the bill before Signing and submitting the bill. Once bill is digitally signed and submitted, it can neither be Amended nor withdrawn/cancelled.
- 17) Summary of bills and status of bills submitted against each, purchase order shall be available to vendor for managing his bills.

- 18) The bill date shall be taken by IPAS from IREPS/IMMS database and digitally signed bill and Vendor documents shall be available to IPAS for use.
- 19) After this, bill shall be processed by bill passing system of IPAS as their process.
- 20) Progress of bill at different stages shall also be shown to vendor in this IREPS login account.

36.0 All suppliers shall ensure that the supplies including packing materials must comply Plastic Waste Management Rules 2016 and amendments thereof.

37.0. Recovery of Income Tax @ 0.1% from the suppliers under New Section 194 Q in the Income Tax Act of Finance Act of 2021 No.13 of 2021 dated 28.03.2021:

Finance Act of 2021 No 13 of 2021 dated 28.03.2021 has Inserted a new section 194Q in the Income Tax Act as per the newly introduced section, the following are to be ensured while passing the bills pertaining to purchase of goods.

1. Income Tax to be deducted @ 0.1% on purchase of any goods from the seller, who is resident of India on the value or aggregate of such value exceeding INR 50 Lakhs in any previous year.
2. The provision is applicable from 1st July 2021.
- 3..The tax to be deducted at higher rate of 5%, if the seller doesn't hold a PAN in India.
4. Further higher rate of 5% has to be deducted if the seller has to be deducted if the seller has not filed the returns of income for both of the immediately preceding two years relevant to the year in which Tax is required to be deducted.

In the light of the above provisions of the ACT, to avoid ambiguity, it is decided to deduct the tax @ 0.1% on the stores bills excluding GST. The seller may claim, if any in case of any dispute, from the Income Tax Authorities.

All the suppliers are requested to submit the following documents along with ensuing bills through ON LINE.

- 1 .Copy of PAN CARD of the supplier.
2. Latest certificate from the Chartered Accountant regarding turnover of the supplier.
3. Copies of the IT returns submitted by the supplier for the two preceding years to the year in which bill is being processed. For ex. while submitting the bills during the year 2021-22, tax returns for financial year 2019-20 and 2020-21.

PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT (SD)

To:
The President of India Acting through
PFA, South Central Railway.

GUARANTEE BOND

1. In consideration of the President of India (hereinafter called "the Government") having agreed to exempt _____ (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated _____ made between **Principal Chief Materials Manager**, South Central Railway, and _____ for (hereinafter called "the said Agreement"), of security deposit for due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement on _____ production of a bank Guarantee for Rs. _____ (Rupees _____ only), we (Indicate name of the bank) (hereinafter referred to as "the Bank") at the request of _____ contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.
2. We _____ (Indicate name of the bank) do here by undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs _____.
3. We under take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any Court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.
4. We _____ (Indicate name of the bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **Principal Chief Materials Manager, South Central Railway**, Ministry of Railway certifies that the terms and conditions of the said Agreement has been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this Guarantee thereafter.

5. We _____ (Indicate name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).
7. We _____ (indicate name of bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Date the _____ day of _____

For _____
(Indicate name of the Bank)
(Bank's common seal)