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INTENTIONALLY DELETED

FORM-XV

Certificate of Local Content for compliance of “Make in India” Policy

PO NO.:

PO issue date:

Item Description:

I/We have examined the information, records and books of Accounts presented before me/us by our client(s) (Please mention the Name and complete address of the in the blank space) 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 (Please mention the percentage of local content in the blank space).

We confirm that the percentage of local content certified above does not include the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

We confirm that the percentage of local content certified above does not include imported items sourced locally from resellers/distributors. The license fees/royalties paid/technical charges paid out of India are also excluded from local content calculation. The offered item is not a repackaged/refurbished/rebranded imported product as per the definition of this policy, hence does not fall under the category of reselling of imported product.

We understand that this certificate is being produced by our client named above, for the compliance of Public Procurement (Preference to Make in India), Order 2017 as amended / for the purpose of availing purchase preference under Public Procurement (Preference to Make in India), Order 2017 as amended in the abovementioned 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)

UDIN :

6. ANNEXURES to Bid Document 08/26/1572

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<u>Annexure-VI</u> (Uploaded)	RB order dated 12/06/2020(DPIIT Public Procurement (Preference to Make in India) Order 2017 dated 04.06.2020), Public Procurement (Preference to Make in India) Order dated 16/09/2020 and Railway Board letter 2020/RS(G)/779/2/Part-1 dated 20/08/2024.
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ANNEXURE-I

E-Tender No. **08/26/1572**

Proforma for Bank Guarantee to submitted as Bid Security
(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

Ref Date
Bank Guarantee No.....

To,
THE PRESIDENT OF INDIA
Acting through the
Principal Chief Materials Manager,
Integral Coach Factory,
2nd Floor, Administrative Building,
Chennai: 600038

Dear Sir,

In accordance with your invitation to tender No. _____ for supply of
_____, M/s _____ hereinafter called the bidder with
the following Directors on Board of Directors/Partners of the firms:

- | | |
|----|-----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |
| 7. | 8. |
| 9. | 10. |

Wish to participate in the said tender for supply of _____
and agree to submit this bank guarantee for and on behalf of the "Bidder" .

As a Bank Guarantee against Bid Guarantee for sum of
.....(in words & figures
valid for (240) two hundred and Forty days fromrequired to be
submitted by the bidder as a condition for the participation, this
Bank _____ hereby guarantees and undertakes during the
above said period of (240) two hundred and Forty days to immediately pay, on demand by the
Principal Financial Advisor, Integral Coach Factory, 1st Floor, Administrative Building, Chennai:
600038 in writing the amount of
.....(in words & figures) to the said
Office of the Principal Chief Materials Manager, Integral Coach Factory, 2nd Floor, Administrative
Building, Chennai: 600038 and without any reservation and recourse, if :-

- i. the bidder after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the Purchaser, or
- ii. the bidder withdraws the said bid within 180 days after opening of bid; or
- iii. the bidder having not withdrawn the bid, fails to execute the contractual documents within the period provided in the contract, or
- iv. having executed the contract fails to give the bonds so aforesaid within the period provided in the contract.

The statement by the Principal Chief Materials Manager as to the occurrence of any one or more of the above events to invoke the guarantee, shall be considered as final and the Bank shall not be entitled to conduct any enquiry or verification on the same, if disputed by the bidder, and the bank shall not withhold the amounts due under the Bank Guarantee under the guise of any such enquiry / verification

This guarantee No. _____ dated _____, with its validity upto _____ and claim period upto _____, shall be irrevocable and shall remain valid upto 1100 P.M. onif further extension to this guarantee is required, the same shall be extended to such required periods on receiving instructions from M/s.....on whose behalf this guarantee is issued.

We, xxxxx(Bank), lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing. This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

Notwithstanding anything contained herein above;

- i. Our liability under this bank guarantee shall not exceed to Rs. _____ .
- ii. This bank Guarantee shall be valid up to xx-xx-xxxx and
- iii. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only, if you serve upon us a written claim or demand on or before xx-xx-xxxx.

Date :
Place:
Witness:

Signature.....
Printed Name.....
(Designation)

(Bank's Common Seal)

Annexure-II

E-Tender No.xxxxxxxx

FORMAT FOR PRE-BID QUERIES

S.No.	Category of the query as per Clause - 2.9.1	Clause No.	Description	Query	Remarks

Signature and seal of the
Manufacturer/Tenderer

Digitally Signed by the Tenderer

Annexure-IIIE-Tender No. **08/26/1572****ELECTRONIC FUND TRANSFER (EFT) MANDATE**

I/We _____ am/are
expressing my/our consent for getting my/our payment directly credited to my/our Bank
Account/s towards supply of stores to Indian Railways.

Company's Seal & Signature of
Authorised Signatory

Date -----

Name of the Company/Supplier	
Vendor/Supplier's Code	
Postal Address	
Name of the Bank & Branch Address (with Telephone No.)	
09 Digits MICR Code of the Bank	
IFSC (IFS Code) of Bank	
Account No. (15 Digits only)	
Type of Account	
Income Tax PAN No.	
Please attach following:	1. Copy of Cancelled cheque leaf. 2. Copy of PAN Card
	Signature of Tenderer's Authorised Signatory & Date

The above Account No. has been verified and details furnished above are found correct.

Bank Seal & Signature

Signature and seal of the
Manufacturer/Tenderer

E-Tender No.08/26/1572

List of certificates to be submitted along with the offer

- i) Form -I : Letter of Technical Bid
- ii) Form -II: Particulars of the Bidder.
- iii) Form -III: Statement of Legal Capacity
- iv) Form-IV: 'Power of Attorney' for the authorized signatory, authorising the signatory of the Bid to commit the Bidder.
- v) Form -V: 'Power of Attorney' for Lead Member of Consortium, in case Bidder is a Consortium.
- vi) Form -VI: 'Joint Bidding Agreement', in case Bidder is a Consortium.
- vii) Form -VII: Details of 'Technical Eligibility' in terms of Clause 5.1.3 above (along with requisite Certificate(s) from Client/Project Owner/statutory auditors of the Bidder or its Associates),
- viii) Form-VIII : Details of 'Financial Eligibility' in terms of Clause 5.1.2 above (along with Certificate(s) from the Statutory Auditors of the Bidder or its Associates), furnishing necessary supporting documents.
- ix) Form IX: Associate Declaration Form
- x) Form X: IPR of Technology.
- xi) Form-XI: Self Declaration for local content for Compliance to " Make in India".
- xii) Form-XII: Format for Affidavit
- xiii) Form-XIII: Format for Clause-by-Clause compliance of the Specifications and Standards set forth in Schedule-A of the Agreement. In the event the bidder fails to meet the performance requirements specified in the Specifications and Standards, his Bid shall be deemed non-compliant and no further evaluation of such Bid shall be undertaken
- xiv) Form-XIV: Proforma for Integrity Pact - DELETED
- xv) Form-XV: Proforma for **Certificate of Local Content for Compliance to " Make in India"**
- xvi) Declaration for passing on the input tax credit as per para 4.2.3, 4.2.4 and 4.2.5 of the Bid Document.
- xvii) Clause-by-Clause compliance of the specifications and standards set forth in the schedule-A of the Agreement.
- xviii) Annexure-VII- Parent Company Guarantee(if applicable)

भारत सरकार BHARAT SARKAR
रेलमंत्रालय MINISTRY OF RAILWAYS
रेलवे बोर्ड RAILWAY BOARD

No. 2020/RS(G)/779/2

नई दिल्ली New Delhi Dated: 06.08.2020.

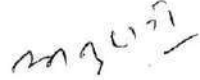
The General Managers, All Indian Railways/PUs, NF(C), CORE
DG/RDSO/Lucknow, NAIR/Vadodara,
PCAO, DMW/Patiala, COFMOW
CAO, WPO/Patna, RWP/ Bela.

Sub.: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017.

- Ref.: i. Ministry of Finance OM No. F.No. 6/18/2019-PPD dated 23/07/2020.
ii. Ministry of Finance, Order (Public Procurement No. 1), F.No. 6/18/2019-PPD dated 23/07/2020.
iii. Ministry of Finance, Order (Public Procurement No. 2), F.No. 6/18/2019-PPD dated 23/07/2020.
iv. Ministry of Finance, Order (Public Procurement No. 3), F.No. 6/18/2019-PPD dated 24/07/2020.

- 1.0 Ministry of Finance, vide OM at ref. i, has inserted Rule 144 (xi), in Rule 144 of the General Financial Rules, 2017. Rule 144 is entitled as 'Fundamental principles of public buying.'
2.0 The Ministry of Finance, has also issued three Public Procurement Orders, which complement the Rule 144 (xi).
3.0 The OM and Public Procurement Orders (referred above and attached herewith) are hereby circulated for strict compliance.

This is issued with the approval of Railway Board (MMM and FC).


(Anurag Grover)
Deputy Director Railway Stores(G)
Railway Board

No. 2020/RS(G)/779/2

Dated: 06.08.2020

1. PFAs, All Indian Railways & Production Units
2. The ADAI(Railways), New Delhi
3. The Directors of Audit, All Indian Railways


For Financial Commissioner/Railways

LIST FOR DISTRIBUTION

Directors of all CTIs,
CMDs /MDs of all Railway PSUs/ autonomous bodies/ societies,
PCMMs, PCEs, PCMEs, PCEEs, PCSTEs, All Indian Railways & PUs, COFMOW, CORE, WPO/Patna and RWP/Bela
Sr. Prof. (Material Management), NAIR, Vadodara, Executive Director (Stores), RDSO, Lucknow
Chief Commissioner, Railway Safety, Lucknow
Zonal Railway Training Institute, Sukadia Circle, Udaipur

Copy to:

The Genl. Secy., AIRF, Room No. 248, & NFIR Room No. 256-C, Rail Bhavan
The Secy. Genl., IRPOF, Room No. 268, FROA, Room No. 256-D & AIRPOA, Room No. 256-D Rail Bhavan.

Copy to:- PSOs/Sr. PPSs / PPSs / PSs to :

MR, MoS(R)
CRB, FC, ME, MTR, MRS, MS, MT, SECY., DG (RHS), DG (RPF)
All AMs, PEDs & Executive Directors of Railway Board

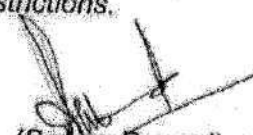
161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)

Joint Secretary (PPD)

Email ID: js.pfc2.doe@gov.in

Telephone: 011-23093882

- To,
- (1) Secretaries of All Ministries/ Departments of Government of India
 - (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the



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-

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

- 4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

- 5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

- 6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- 8. "Bidder from a country which shares a land border with India" for the purpose of this Order means



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- 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

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

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

Explanation—

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

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

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

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

[Handwritten signature]

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(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.

10. "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.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors 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. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. 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.

Validity of registration

13. 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.

Government E-Marketplace

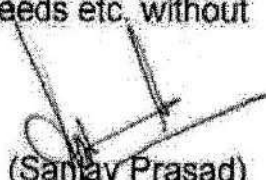
14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

P. N. S.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



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Annex I: 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.



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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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