

Correction slip no.001

Correction slip to the "SECR General tender condition -2019"

Para No.	Revised EMD and SD Tender condition
3.1.1 of Section-I	EMD amount shall be mentioned in all tenders irrespective of the nature of the tender as per the EMD amount mentioned in clause 3.1.3 below or as decided by the purchaser under the policy. There shall be no exemption from submission of EMD for any tender or by any tenderer, subject to provisions under clause 15.2, Sub para (1.4) below, except following:
(a)	(i) EMD shall normally not be called against limited tenders with estimated value upto Rs. 25 lakhs (including single tenders, global limited tenders) (ii) If considered necessary, authority competent to issue tender may incorporate the condition to call for EMD even in such limited tenders, on case to case basis.
(b)	Micro and Small Enterprises (MSEs) registered 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 Department in terms of Railway Board's letter No.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, dtd.08.04.1993.
(e)	PSUs owned by Ministry of Railway 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 Railway for the trade group of the item tendered.
(g)	Vendors appearing on the approved vendor lists of RDSO/Pus/CORE, subject to approved status being valid on the date of tender closing.
(h)	Vendors registered with Railways for supply of medicine, medical equipments and consumables shall be exempted from submission of EMD for these items.
(i)	In tenders 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.
3.1.2 of Section-I	Offers submitted without EMD shall be summarily rejected.

Signature Not
Verified

Digitally signed by
BHALCHANDRA
VITTHALRAO
BARASKAR
Date: 2020.07.16
16:16:20 IST
Reason: IREPS-CRIS
Location: New Delhi



3.1.3 of Section-I	<p>Amount of EMD is as follows:</p> <table border="1"> <tr> <td>Estimated value of tender</td><td>EMD (rounded off to nearest higher Rs.10(ten))</td></tr> <tr> <td>Above Rs.25 lakh and upto Rs.50 cr.</td><td>@2% of the estimated value of the tender subject to Max. Rs.20 lakh.</td></tr> <tr> <td>Above Rs. 50 Cr.</td><td>Rs. 50 lakh.</td></tr> </table>	Estimated value of tender	EMD (rounded off to nearest higher Rs.10(ten))	Above Rs.25 lakh and upto Rs.50 cr.	@2% of the estimated value of the tender subject to Max. Rs.20 lakh.	Above Rs. 50 Cr.	Rs. 50 lakh.
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Above Rs.25 lakh and upto Rs.50 cr.	@2% of the estimated value of the tender subject to Max. Rs.20 lakh.						
Above Rs. 50 Cr.	Rs. 50 lakh.						
3.1.4 of Section-I	<p>Automatic Release of EMD wherever due</p> <p>1.EMD shall be refunded when any one of the following conditions is satisfied.</p> <p>(a)After finalization of tender the bidder is an unsuccessful bidder.</p> <p>(b)Validity of offer expires and validity extension is not sought.</p> <p>(c)Validity of offer expires and bidder refuses to extend validity of offer.</p> <p>(d)After finalization of the tender successful bidder submits required SD.</p> <p>2.EMD of bidders or tenders 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.</p> <p>3.System for online release of EMD has been rolled out by CRIS. Automatic release of EMD of unsuccessful tenders should be ensured.</p>						
15.1 of Section-II	<p>Security Deposit (SD)/Performance Security for Stores Contracts excepts M&P: There shall be no exemption from submission of Security Deposit (SD) for any tender or by any tenderer except following:</p>						
(a)	<p>(a)The Store contract cases of value upto Rs.25 (twenty five) lakh.</p>						
(b)	<p>(b)Other Railways and Government Departments in terms of Railway Board's letter No.2004/RS(G)/779/11 dated 24.07.2007.</p>						
(c)	<p>(c)Indian Ordnance Factories in terms of Railways Board's letter No.92/RSS(G)/363/1,dated 08.04.1993</p>						
(d)	<p>(d)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.</p>						
(e)	<p>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.</p>						
(f)	<p>Vendors registered with Railways for the trade group of the item tendered shall be exempted from SD for orders valued upto their monetary limit of registration.</p>						
(g)	<p>Vendors appearing on the approved vendor lists of RDSO/Pus/CORE, subject to approval status being valid on the date of tender closing.</p>						
(h)	<p>Vendors registered with Railways for supply of medicine, medical equipments and consumables shall be exempted from submission of SD for these items.</p>						

	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.	
(i)	In case of severable contracts, failure by contractor to meet deliveries for any lot, Railway may cancel the contract for default part by forfeiting SD commensurate to that lot.	
15.2 of Section-II	Security Deposit amount is as follows:	
	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.
	However, Railways are permitted to raise the upper ceiling of SD, upto 10% of the contract value in high value cases.	
	1.1 Security Deposit (SD) shall remain valid for a period of 60 days, beyond the date of completion of all contractual obligations.	
	1.2 Time for deposit of SD (i) SD from successful tenders should be received in purchase office within 21 days from the date of communication of acceptance with respect to the purchaser.	
	1.3 In the event of successful tenderer(s) failing to deposit/submit SD in acceptable form within the prescribed period as aforesaid, the EMD submitted by such successful tender(s) shall be automatically adjusted towards SD in view of the fact that in most of the cases, EMD amount would be adequate to meet the SD amount. In case where available EMD amount is less than required SD and the successful tenderer does not deposit the balance SD amount within stipulated time, then EMD shall be forfeited and case be dealt with as that of withdrawal of offer by the tenderer as per extant instruction. This will resolve the problem faced by purchaser to great extent due to intentional delay in submission of SD by successful tenderer(s).	
	1.4(i) All vendors, exempted from submitting EMD, as per para 3.1.1 above, irrespective of type of tender, i.e single, limited or open, shall be required to sign a bid securing declaration as per Annexure A to this instruction. It shall be incorporated in the tender conditions. (ii) There shall be no exemption to such bidders from submitting EMD and SD for all tenders published during the period of time they are so disqualified as per the declaration signed by them. (iii) 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	

	<p>powers to approve disqualification.</p> <p>(iv) The disqualification procedure and all correspondence thereof shall be online and digital. Updation on IREPS shall be done by Minimum JAG level officer dealing with vendor registration in the Railway.</p> <p>(v) This para shall not be applicable for Govt. Departments/ordnance factories/other Railways/Railway PSUs/KVIC/ACASH and matter shall be taken up with them department/administratively.</p> <p style="text-align: center;">Annexure-A</p> <p>" I/we certify that my/our offer is eligible for exemption from submission of bid security/Earnest Money Deposit, in terms of the conditions.</p> <p>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 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, Notice Inviting Tender, I/we shall be debarred from exemption of submitting Bid Security/Earnest Money Deposit and performance security/Security Deposit for a period of 6 (six) months, from the date I/we are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railways published during this period."</p>
15.2 of Section-II	<p>1.8 Where SD has been exempted, for any reason, and the supplier fails to supply goods as per conditions of contract, as amended from time to time, Purchaser shall have right to levy damages from the supplier for failing to comply with the contractual conditions, not by way of penalty, an amount equal to SD amount, as would have been applicable if the contract was with a non-exempted vendor. These damages shall be treated as recoveries outstanding against the vendor and dealt with accordingly. A suitable tender condition to be incorporated in the tender document.</p>
15.2 of Section-II	<p>1.6 Risk Purchase clause shall not be applicable.</p>

All other terms and condition in "SECR General tender condition -2019" uploaded on 01.10.2019 will remain same.

 10/01/2020

(B.V.Baraskar)
Dy.CMM(G1)
SECR/BSP/HQ

Correction slip to the "SECR General tender condition -2019"

Para No.	Revised Public Procurement (Preference to Make in India) Order, 2017
6.1 of Section-I	<p>Preference to Make in India, as per Railway Board's letter no.2020/RS(G)/779/2,dtd.12.06.2020, Rly Bd's letter No.2015/RS(G)/779/5(Vol.II),dtd.22.06.2020 and Rly Bd's letter No.2015/RS(G)/779/5(Vol.III),dtd.12.07.2020.</p> <p>Following provision will be applicable for Items to be procured under Public Procurement [Preference to Make in India]order, 2017.</p>
6.2 of Section-I	<p>Definitions:</p> <p>"Local content" - mean 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</p> <p>"Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.</p> <p>"Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.</p> <p>"Non-Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under Order.</p> <p>"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.</p> <p>"Margin of Purchase Preference" mean 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.</p> <p>"Nodal Ministry" means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.</p> <p>"Procuring entity" means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act</p> <p>"Works" means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.</p>
6.2.1 of Section-I	<p>Eligibility of "Class-I Local supplier"/"Class-II Local supplier"/"Non-Local suppliers for different types of procurement:</p> <p>(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.</p>

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	<p>(b) In procurement of all goods, services or works, not covered by sub-para 6.2.1(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161 (iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.</p> <p>(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.</p>
6.3 of Section-I	<p>Purchase Preference:</p> <p>(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class I local supplier' in procurements undertaken by procuring entities in the manner specified here under:</p> <p>(b) In the procurement of goods or works, which are covered by para 6.2.1(b) above and which are divisible in nature, 'Class-I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non-local supplier', as per the following procedure:</p> <p>(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.</p> <p>(ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.</p>
6.4 of Section-I	<p>(a) In the procurements of goods or works, which are covered by para 6.2.1(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:</p> <p>(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.</p> <p>(ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.</p> <p>(iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.</p> <p>(b) 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.</p>

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6.5 of Section-I	Exemption of small purchases: Notwithstanding anything contained in paragraph procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
6.6 of Section-I	Minimum local content: The local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'/'Non-local supplier' shall be as defined in the Para "6.2" of the Order. No change is permissible on this account.
6.7 of Section-I	Margin of Purchase Preference. The margin of purchase preference shall be 20%.
6.8 of Section-I	<p>Verification of local content:</p> <p>(a) The 'Class-I local supplier'/'Class II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>(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.</p> <p>(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.</p> <p>(d) Nodal Ministries may constitute committees with internal and external experts for independent verification of self declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.</p> <p>(e) Nodal Ministries and procuring entities may prescribe fees for such complaints.</p> <p>(f) False declarations will be in breach of the Code of Integrity Under Rule 175 (1) (i)(ii) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (ii) of the General Financial Rules along with such other actions as may be permissible under law.</p> <p>(g) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 6.8 (h) below.</p> <p>(h) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:</p> <p>(i) The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner;</p> <p>(ii) On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s).</p> <p>(iii) In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the</p>

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	website(s) in the such a manner that ongoing procurements are not disrupted.																																																			
6.9 of Section-I	<p>Specification in Tenders and other procurement solicitations:</p> <p>(a) if this railway is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to this railway.</p> <p>(b) For the purpose of sub-paragraph 6.9 (a) above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that 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 to India.</p>																																																			
6.10 of Section-I	<p>Implementation of Public procurement (Preference to Make in India) Order, 2017. (Authority: Rly Bd' letter No. 2015/RS(G)/779/5 (Vol.III), dtd. 22.06.2020.</p> <p>Following items (List "A" and List "B"), for which sufficient local capacity and local competition exists, only Class I local suppliers shall be eligible to bid for supply of these items irrespective of the purchase value.</p> <p>List "A"</p> <table border="1"><thead><tr><th>Sr.No.</th><th>Item</th><th>Reference</th></tr></thead><tbody><tr><td>1.</td><td>Point Machine</td><td>D.5</td></tr><tr><td>2.</td><td>Signal Unit</td><td>C.1</td></tr><tr><td>3.</td><td>Shunt Signal-Position Light type</td><td>C.2</td></tr><tr><td>4.</td><td>Electric Point & Lock Detector</td><td>D.2</td></tr><tr><td>5.</td><td>Electric Key Transmitter</td><td>D.3</td></tr><tr><td>6.</td><td>Double Line Block Instrument</td><td>A.4</td></tr><tr><td>7.</td><td>Single Line Token Block Instrument (Handle Type)</td><td>A.5</td></tr><tr><td>8.</td><td>Single Line Neal's Ball Token Block Instrument</td><td>A.6</td></tr><tr><td>9.</td><td>Nylon Insulated Joints</td><td>H.8</td></tr><tr><td>10.</td><td>Electric Lifting barrier</td><td>J.1</td></tr></tbody></table> <p>Above Reference /S. Nos are from DDC No. QS M-B.2.1.1 Version 1.0 issued by RDSO i.e. VENDOR DIRECTORY (SIGNAL & TELECOM) Validity 01.01.2019 to 30.06.2019)</p> <p>List "B"</p> <table border="1"><thead><tr><th>Sr.No.</th><th>Item</th><th>Reference</th></tr></thead><tbody><tr><td>1.</td><td>Cable (All Types)</td><td>B-</td></tr><tr><td>2.</td><td>LED Signal-Lighting Units for Railway Signalling</td><td>C-7</td></tr><tr><td>3.</td><td>LED Signal Lamps for Main Color Light Signal for Railway Signalling</td><td>C-8</td></tr><tr><td>4.</td><td>Electric Point Machine (Non-Trailable Type)</td><td>D-5</td></tr><tr><td>5.</td><td>Motors for Electric Signal Machine</td><td>D-6</td></tr></tbody></table>	Sr.No.	Item	Reference	1.	Point Machine	D.5	2.	Signal Unit	C.1	3.	Shunt Signal-Position Light type	C.2	4.	Electric Point & Lock Detector	D.2	5.	Electric Key Transmitter	D.3	6.	Double Line Block Instrument	A.4	7.	Single Line Token Block Instrument (Handle Type)	A.5	8.	Single Line Neal's Ball Token Block Instrument	A.6	9.	Nylon Insulated Joints	H.8	10.	Electric Lifting barrier	J.1	Sr.No.	Item	Reference	1.	Cable (All Types)	B-	2.	LED Signal-Lighting Units for Railway Signalling	C-7	3.	LED Signal Lamps for Main Color Light Signal for Railway Signalling	C-8	4.	Electric Point Machine (Non-Trailable Type)	D-5	5.	Motors for Electric Signal Machine	D-6
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6.	ARA Terminal Blocks and Fuse Block-Blade PB/Polycarbonate	E-2
7.	Battery Charger for Railway S&T Installations	F-1
8.	Truck Feed Battery Charger	F-2
9.	'SITEL' Primary Cells(Dry, Leclanche Type) for Railway S&T Installations	F-7
10.	Low Maintenance Lead Acid Stationary Secondary Cell for S&T Installations	F-8
11.	Solar Photo-Voltaic Module	F-10
12.	Relays-Universal Plug-in type AC Lamp Proving Relay (M to L Contact) for LED Signal Lamp	G-1
13.	Relays - "Q" Series Neutral Line (AC & Non-AC)	G-3
14.	Relays-Plug-in type, Track Relay 9 & 4 (M to L) (AC & Non AC)	G-4
15.	Relays-Special type (Meta to Carbon)	G-5
16.	Choke Coil for Single Rail Track Circuits on 25kV 50Hz AC electrified sections	H-6
17.	Thermoplastic Poly Urethane Insulators for Railways Signaling	H-8
18.	Fail Safe Electronic Time Delay Device for Railway Signalling	I-3

Above Reference /S.Nos. are from DOC No. QS-M-8.2.1-2 issued by RDSO L VENDOR DIRECTORY (SIGNAL & TELECOMM) Val. dty 01.01.2020 to 31.06.2020)

6.11 of Section-I

Wagons and items required for manufacture and maintenance of wagons:
(Authority: Rly Bd' letter No.2015/RS(G)/779/5(Vol.III), dtd.12.07.2020.

All type of wagons and all spares and components required for manufacture and maintenance of wagons, including hardware and consumables, shall be procured, irrespective of the purchase value, from Class I Local Suppliers only, except for the following items, in procurement of which this restriction shall not apply.

List "C"

Sr.No.	Item
1	Automatic Twist Lock to RDSO Document No.CONTR-01-ATL-2011 and envelope drg no. CONTR-9405/S/21
2.	Grease for CTRB Class E & Class K to RDSO specification No.WD-24-MISC-2003.
3	Steel: For procurement of Steel the notification of Ministry of Steel on Policy for providing preference to domestically manufactured Iron & Steel Products in Government procurement (Ministry of Steel Gazette notification dated 29/05/2019, latest amended) shall apply.

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Requirement of vendor to be a Class-I local supplier(self-certification by bidder as per PPP-MII order 2017, as amendment), to be considered for ordering of items detailed in listed(List "A", "B" and "C") above, shall be a mandatory condition in addition to other qualifying criteria, including status of RDSO approval, which may be applicable for purchase of the item. Keeping with the Public Procurement(preference to Make in India) Order,2017, as amended, it has been found that there is sufficient local capacity and competition in supply of the tendered item of required quality and therefore Public procurement of the item is restricted to Class I local suppliers only and the vendors who do not qualify to be Class I local suppliers should not quote in the tender as their offers shall not be considered for any ordering. In case any vendor who does not qualify to be a Class I local supplier for the tendered item participates in the tender it does so at it's own risk and cost and Railways shall not be liable for any loss or damages caused to the vendor.

All other terms and condition in "SECR General tender condition-2019" uploaded on 01.10.2019 will remain same.



(P.K.Pradhan)
Dy.CMM(C&W)
SECR/BSP/HQ



Correction Slip No.003

Following condition is revised in Section-II, Para-1.1.1 to 1.1.3 Regarding "For item not reserved to be procured from approved sources" in Tender condition of SECR-2019.

Para No. in SECR tender condition- 2019	Items not reserved to be procured from approved sources.
Section-II Para 1.1.1	Tenderer with satisfactory past performance for the tendered item (with same/equivalent drawing/specification) within last 3 years for minimum 20 percent of the tendered quantity against a single order to any Zonal railway or railway Pw shall only be eligible for full/bulk order. Other sources may be considered for developmental order, provided the firm submits documentary proof in support of their credentials/satisfactory performance.
Section-II Para 1.1.2	All other offers can be considered only for developmental order upto 20 percent of the net procurable quantity provided tenderer is a manufacture or registered with any of the Zonal Railways/PU/CORE or MSE firm for the tendered item [Or for the item having same description, but of different sizes/ratings/capacities] subject to their rate being lower than the rate of the lowest bidder eligible for bulk order.
Section-II Para 1.1.3	The onus of submission of requisite documents (such as copies of Receipt note for stock items, receipt & acceptance for Non Stock items, Capacity & capability credential, M&P required for manufacturing tendered item, T&P, Technical manpower, in house testing facilities, MSE credentials, financial credential PAN no/ITCC etc.) along with their e-offer regarding 'Bulk order' or 'Developmental order' lies with the tenderer. In case the tender do not submit the requisite documents as detailed above along with their e-offer, the tender will be decided on the basis of their past supply performance records as available with SECR[if any].
Section-II Para 1.1.4 (New)	In case tenderer participate as an authorized agent, then the performance as required above shall be that of the Principal, authorizing the agent. It may so happen that the agent has credentials of past supply for a different Principal but this will not be considered as performance for placing bulk order in case of change of Principal.

All other Terms & Condition in "Tender Condition of SECR 2019" uploaded on 01.10.2019 will remain same.


(P.K. Pradhan)
Dy.CMM(C&W)

Signature Not
Verified

Digitally signed by
PRADIP KUMAR
PRADHAN
Date: 2020.10.15
12:45:43 IST
Reason: IREPS-CRIS
Location: New Delhi

I/10891/2020

Correction slip no.004**Correction slip to the "SECR General Tender Condition-2019"**

The policy issued vide Rly Board instruction's contained in L.No.2020/RS(G)/779/16, dtd.27.11.2020 which is as under and shall apply to Stores tender issued till 31.12.2021.

1.0	Earnest Money Deposit (EMD) for Stores Tenders :
(i)	All bidders shall be exempted from submission of EMD in all tenders except those disqualified from such exemption vide note 1 (ii) below, subject to submission of declaration as mentioned at Para (ii) below:
(ii)	All bidders shall be required to sign the bid securing declaration as follows: "I/we hereby understand and accept that if I/ we withdraw or modify my/ our bids during the period of validity, or if I/we are awarded the contract and on being called upon to submit the performance security/ Security Deposit, fail to submit the performance security/ Security Deposit before the deadline defined in the request for bid document/Notice Inviting Tender, I/we shall be debarred from exemption of submitting Bid Security/ Earnest Money Deposit and performance security/ Security Deposit for a period of 6 (six) months, from the date I/we are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railways published during this period."
2.0	Security Deposit (SD)/Performance Security for Stores Contracts:
(i)	For all tenders issued till 31/12/2021 performance security/security deposit shall be 3%.
3.0	All other instructions stipulated in Correction Slip No.001 will continue to apply.

All other terms & condition in "SECR General tender condition-2019" uploaded on 01.10.2019 will remain same.

Signed by Manish Datta

Date: 17-12-2020 17:02:04

(Manish Datta)
Reason: Approved
Dy.CMM(S&T)

For PCMM/SECR/BSP

Signature Not
Verified

Digitally signed by
MANISH DUTTA
Date: 2020.12.17
17:20:34 +05'30'
Reason: IRR PS-CRIS
Location: New Delhi

Correction slip No.005

Correction slip to the "SECR General Tender Condition-2019"

Para No.	Public Procurement (Preference to Make in India) Order, 2017 as per Railway Board's letter no.2020/RS(G)/779/2/Pt.1, dtd.25.09.2020 and DPIIT letter dtd.16.09.2020 Following provision will be applicable for items to be procured under Public Procurement (Preference to Make in India) order, 2017.
6.4 (i) of Section-I	<p>Applicability In tenders where contract is to be awarded to multiple bidders:-</p> <p>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.</p> <p>(a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the Railway, 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"</p> <p>(b) In other cases, "Class-I local suppliers" and " Non-local suppliers" may also participate in the bidding process along with "Class-I Local suppliers" as per provision of this Order</p> <p>(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 supplier"/"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.</p> <p>(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.</p> <p>(e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to "Class-I local supplier" within the broad policy guidelines stipulated in sub-para above</p>
6.9 of Section-I	<p>Specification in Tenders and other procurement solicitations:</p> <p>(i) When Railways identifies that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities for</p>

Manish

appropriate reciprocal action.

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

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

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


Dy.CMM(S&T)
SECR/BSP



Correction Slip no.006

Correction slip to the "SECR General Tender Condition-2019"

Para 1.0	Security Deposit (SD)/Performance Security for Stores Contracts (Rly Bd's letter No.2020/RS(G)/779/16,dtd.31.12.2021)
(i)	For all tenders issued till 31/03/2023 performance security/security deposit shall be 3%.
Para 2.0	All other instruction stipulated in Correction Slip No.001 will continue to apply.

All other terms & condition in "SECR General Tender condition-2019" uploaded on 01.10.2019 will remain same.

Digitally Signed by Manish
Datta
(Manish Datta)
Date: 17-01-2022 15:44:10
Dy.CMM-I
Reason: Approved For PCMM/BSP

Signature Not
Verified

Digitally signed by
MANISH DUTTA
Date: 2022.01.17
15:53:33 +05'30'
Reason: IRIS-PS-CRIS
Location: New Delhi

Correction Slip No.007

Sub:-Amendment in e-RA policy to give impetus to Development of vendors.

Ref:-Rly Board's letter No.2020/RS(G)/779/17,dtd.16.12.2021.

in terms of above referred letter, Railway Board has amendment in e-RA condition.

Therefore, SECR has modified e-RA condition from "Special Conditions applicable for Electronic Reverse Auction (SECR)-2020" to "Special Conditions applicable for Electronic Reverse Auction (SECR)-2022"

Special Condition of e-RA (SECR)-2022 will be applicable for tenders which will be opened with new e-RA condition.


Dy.CMM-I
SECR/BSP

Signature Not
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Digitally signed by
MANISH DUTTA
Date: 2022.02.23
13:21:06 +05'30'
Reason: IIR PS-CRIS
Location: New Delhi

I/37065/2022

Correction Slip no.008Correction Slip to the "SECR General Tender Condition-2019"

Para	Revised Option clause
20.0	Insertion of Option Clause: In the tenders for fixed quantity contracts for procurement of materials and tender value is more than Rs. 1.5Cr., the following conditions will apply. Authority:- Railway Board , circular No. 2021/RS(G)/ 779/5 dated 04-03-2022
20.1	<p>The Purchaser reserves the right to vary the ordered quantity by (+) 30% at any time, till final delivery date of the contract, by giving reasonable notice, even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.</p> <p>(a) 'Reasonable notice' as mentioned above para 20.1, is only for the purpose of allowing the contractor suitable time to make necessary arrangements for the supplies and not for seeking any consent from the contractor towards exercise of the contractual option clause. To this end, a reasonable delivery schedule for the enhanced ordered quantity stipulated in the relevant Modification Advice to the contract will suffice.</p> <p>(b) In case Delivery Period is extended in a contract with (+) 30% Option Clause either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original DP, then during the extended delivery period also, quantity variations can be made on the total ordered quantities.</p>

Digitally Signed by Manish
Dy.CMM-I
Datta SECR/BSP
Date: 01-04-2022 15:41:42
Reason: Approved

Signature Not
Verified

Digitally signed by
MANISH DUTTA
Date: 2022.04.07
17:17:31 +05'30'
Reason: IRR PS-CRIS
Location: New Delhi

Correction slip no.009

Correction slip to the "SECR General tender condition -2019"

Para No.	Category of Developmental vendors in vendor directory.
1.2.2.3 of Section-II	Vide Railway Board letter no.2001/RS/(G)/779/7 Pt(2) dtd.06.11.2018 for consideration of developmental vendors for placement of bulk order without any quantity restriction in case of items where there are not more than three approved vendors in case of RDSO controlled items as mentioned at Para 1.2.1.1 (iii)(C) above, shall also for apply for all items approved by all vendors approving agencies.
4.0 of Section-I	Public Procurement Policy for Goods produced and Services rendered by Micro & Small Enterprises (MSEs): (Authority:-Railway Board's letter No.2022/RS(G)/363/1,dtd.21.09.2022 & MSE Gazette Notification No. 2119(E) dated 26.06.2020 of Govt. of India.
4.1 of Section-I	There will not be any purchase preference for products and services of CPSE except for preferential purchase policies framed for specific sectors like Micro & Small Enterprises (MSEs) separately as per Government policy framed from time to time. The public procurement policy on MSEs envisages certain benefits/preferential treatment to MSEs for development of appropriate vendors and enhancement of their participation in Government procurement as per guidelines of Govt. of India.
4.2 of Section-I	<p>In order to extend the benefit/preferential treatment to eligible MSEs, the following conditions apply:</p> <p>(I) (i) MSEs who are interested in availing themselves the benefits/preferential treatment, will upload with their offer, the proof of their being registered under Udyam Registration as MSE unit.</p> <p>(ii) The benefits of the Policy in respect of a particular item shall be given only to those MSEs which are registered for that item/group under Udyam Registration such that 2/4/5-digit NIC code/Description covers the broad description of the tendered item or the manufacturing process of the tendered item broadly.</p> <p>The benefits/preferential treatment extended to MSEs as per public procurement policy, are as below:</p> <p>(a) MSEs with Udyam Registration Certificate for the item tendered, will be exempted from payment of Earnest Money.</p> <p>(b) Items reserved exclusively for purchase from MSEs, shall continue to be purchased from them only. "</p> <p>(c) For items other than para (b) above, following will apply.</p> <p>(i) In tenders, participating MSEs quoting a price within price band of L1+15% shall be allowed to supply a portion of the requirement by</p>

	<p>bringing down their price to L1 price in a situation, where L1 price is from someone other than a MSE and such MSEs can be together, ordered up to 25% of the net procurable quantity.</p> <p>(ii) The sub-target for procurement of goods and services from MSEs owned by Scheduled Castes and Scheduled Tribes (SC/ST) entrepreneur shall be 4% out of the total 25%. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price; the 4% sub-target of procurement earmarked from MSEs owned by SC/ST entrepreneurs, shall be met from other MSEs.</p> <p>(iii) Minimum 3% reservation shall be provided for MSEs owned by women entrepreneurs within the above 25% reservation.</p> <p>(II) For availing the above benefits/preferential treatment, the tenderers are required to upload scanned copies of relevant documents indicating details of registration alongwith validity, name of the registering organization and details of the item, ownership etc, failing which, their offer will not be liable for consideration of benefits/preferential treatment extended to MSEs.</p> <p>(III) Traders and Agents are not eligible to avail the benefits, extended to MSE's under the Public Procurement Policy.</p> <p>(IV) The 358 items reserved for exclusive purchase from MSEs vide Railway Board's letter no. 95/RS (G)/363/1 dated 12.06.1998 shall be procured from the manufacturing enterprises (MSEs). Trading enterprises are not covered under the definition of MSE.</p>
4.3 of Section-I	Deleted
4.4 of Section-I	Deleted
4.5 of Section-I	Deleted
4.6 of Section-I	Deleted

Digitally Signed by **Manish Datta**
 Date: 04-11-2022 12:25:06
 Reason: Approved

Dr. CMM-1
SECR/BSP

Correction Slip No.010

1.0 New Para No. 5.4 is added in the section-II of SECR General Tender Condition-2019 as: -

“The tenderers in their bids shall indicate the details of their Jurisdictional Goods and Service Tax (GST) Assessing Officers (Designation, address & email id). In case of a contract award, a copy of the LOA/Purchase Order shall be immediately forwarded by Purchaser to the Jurisdictional GST Assessing Officer mentioned in the Tenderer’s bid”

2.0 Para Nos. 15.2(Sub Para 1.6 and 1.7) and 21.0 to 21.3 of section-II of SECR General Tender Condition-2019 are deleted.

3.0 Para No.1.2.1.1(ii) of Section-II of SECR General Tender Condition-2019 is changed as follows: -

from

"Orders on developmental vendors shall be developmental orders and treated as such, specifically, with regard to applicability of liquidated damages for delayed supplies and levy of general damages"

to

"Orders on developmental vendors shall be developmental orders and treated as such, specifically, with regard to applicability of liquidated damages for delayed supplies."

Digitally Signed by Manish
Dy.CMM-I
Datta SECR/BSP
Date: 24-11-2022 12:27:06
Reason: Approved

I/53054/2022

Correction slip no.011

Correction slip to the "SECR General tender condition -2019"

Para No.	Revised Correction slip No.009
4.2 of Section-I	<p>In order to extend the benefit/preferential treatment to eligible MSEs, the following conditions apply:</p> <p>(I) (i) MSEs who are interested in availing themselves the benefits/preferential treatment, will upload with their offer, the proof of their being registered under Udyam Registration as MSE unit.</p> <p>(ii)As per the extant public procurement policy of the Government of India, Micro and Small Enterprises (MSEs) registered under Udyam Registration, irrespective of relevance of product category are entitled for benefits and preferential treatments specified.</p> <p>The benefits/preferential treatment extended to MSEs as per public procurement policy, are as below:</p> <p>(a) MSEs with Udyam Registration Certificate irrespective of relevance of product category will be exempted from payment of Earnest Money.</p> <p>(b)Items reserved exclusively for purchase from MSEs, shall continue to be purchased from them only. "</p> <p>(c) For items other than para (b) above, following will apply.</p> <p>(i) In tenders, participating MSEs quoting a price within price band of L1+15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation, where L1 price is from someone other than a MSE and such MSEs can be together, ordered up to 25% of the net procurable quantity.</p> <p>(ii) The sub-target for procurement of goods and services from MSEs owned by Scheduled Castes and Scheduled Tribes (SC/ST) entrepreneur shall be 4% out of the total 25%. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price; the 4% sub-target of procurement earmarked from MSEs owned by SC/ST entrepreneurs, shall be met from other MSEs.</p> <p>(iii) Minimum 3% reservation shall be provided for MSEs owned by women entrepreneurs within the above 25% reservation.</p>

I/53054/2022

	<p>(II) For availing the above benefits/preferential treatment, the tenderers are required to upload scanned copies of relevant documents indicating details of registration alongwith validity, name of the registering organization and details of the item, ownership etc, failing which, their offer will not be liable for consideration of benefits/preferential treatment extended to MSEs.</p> <p>(III) Traders and Agents are not eligible to avail the benefits, extended to MSE's under the Public Procurement Policy.</p> <p>(IV) The 358 items reserved for exclusive purchase from MSEs vide Railway Board's letter No.95/RS(G)/363/1 dated 12.06.1998 shall be procured from the manufacturing enterprises (MSEs). Trading enterprises are not covered under the definition of MSE.</p>
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Dy.CMM-I

SECR/BSP

Date: 09-12-2022 12:00:43

Reason: Approved

Correction slip No.012

Sub:-Special Condition for Third-Party Inspection (TPI) Agencies.

Ref: Rly Board's letter No.2022/RS(G)/779/8,dtd.04.01.2023.

In terms of above referred letter, Railway Board has instructed to incorporate in tender as special condition for Third Party inspection agencies.

Special condition for inspection will be applicable to all tenders of SECR.

Digitally Signed by Manish

Datta Dy.CMM-I

Date: 10-03-2023 12:06:17

Reason: Approved

Signature Not
Verified

Digitally signed by
MANISH DUTTA
Date: 2023.03.10
12:31:34 +05'30'
Reason: IRPS-CRIS
Location: New Delhi

SPECIAL CONDITIONS FOR TPI AGENCIES

1. Attention of Tenderers/Bidders is invited to IRS conditions of contracts, which are the governing conditions of contract. Particular attention is invited to IRS conditions 0701, 1301 (a), 1301 (b) and 1301 (c), 1302 to 1309, 3400 to 3402.
2. In terms of IRS conditions of contract, following special provisions shall apply in cases of supply of pre-inspected goods through empanelled TPI agencies:
 - 2.1. Unless otherwise stated in the tender schedule, goods procured are required to be pre-inspected before dispatch by the Third Party Inspection (TPI) Agency appointed by Railways at its sole discretion. The TPI Agency appointed shall be indicated in the Purchase Order. It is agreed that Railway's right to appoint TPI Agency of its choice is absolute. Railway also reserves the right to change the TPI Agency at any time through issue of modification advice against the Purchase Order.
 - 2.2. Online inspection call shall be placed by the Supplier on IRUP after the Goods are ready for inspection.
 - 2.3. In Purchase Orders requiring Stage Inspection, Suppliers shall place online inspection call for a particular stage after achieving readiness required at that stage duly mentioning the stage number. The inspection for a particular stage shall be initiated only after inspection has been carried out for all the previous stages as may be applicable.
 - 2.4. The Third Party Inspection Agency appointed by Railways shall examine the online inspection call and may, within 48 hrs (excluding national holidays), seek additional information, if any from the Supplier. The Supplier shall within one calendar day (excluding Sundays and national holidays) furnish the required information/documents to the TPI Agency to enable them to register inspection call. In case of incomplete information even after providing opportunity to Supplier to furnish information, the call shall not be registered and Supplier shall be advised of observations through the online system to address the observations and place fresh inspection call. The inspection call may also be rejected by TPI Agency if sufficient time for carrying out the inspection and release of IC before end of delivery period is not available.
 - 2.5. Supplier shall be allowed to withdraw inspection call placed, without any cost, before the inspection call has been registered by the Third-Party Inspection Agency. Once the inspection has been scheduled by the TPI Agency, withdrawal of inspection call shall not be permitted.
 - 2.6. Inspection fee/charges will be paid directly by Railways to Third Party Inspection Agencies.
 - 2.7. However, charges/expenses specifically provided for in IRS Conditions of Contract, particularly in Para 1304, 1305, 1306 and 1400 of IRS conditions of contract, shall be borne by the Supplier.

Datta

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

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

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

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

2.8.4. To summarize, following charges shall be recovered from Supplier

Situation	Charges to be recovered from Supplier (plus GST extra)
At the time of physical visit call is cancelled due to Goods are not ready for inspection OR Goods, raw materials, components or sub components, as the case may be, are not yet ready for inspection, in cases involving Stage inspection (Call Cancellation through Issue of Call Cancellation Certificate)	Y/2, subject to a maximum of Rs 1:000/-
Goods, raw materials, components or sub components, as the case may be, rejected in Stage Inspection excluding the final Stage in cases involving stage	Y

Devi

inspection	
Goods rejected in final Stage, in cases involving stage inspection	2Y
Goods rejected in inspection, in cases without stage inspection	Y
Inspection Certificate revalidation or re-inspection	Scenario-1: Rs. 5000 or full inspection charges, whichever is lower for revalidation of inspection certificate Scenario-2: In case re-inspection is done afresh, inspection charges to be recovered from Vendor shall be "Y".

Where, $Y = X/100$ of total value of Goods inspected as per Purchase Order,
Where X is the percentage inspection charges of the concerned PO Value slab for Product Inspection

3. Applicable inspection charges in percentage of PO value and slab wise is as under for information of Suppliers.

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

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

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

Plater

NOTE 3: For inspection of Goods by Third Party Inspection Agency where Purchase Order value is above Rs 500 Cr, the inspection charges in such cases will be fixed separately by the purchaser subject to maximum of 0.03% + GST extra.

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

5. Procedure for Joint Inspection:

(i) If Goods, pre-inspected by TPI Agency, gets rejected at consignee and after receipt by consignee, the material rejection advice/rejection memo will be sent by consignee through online system to all concerned i.e. Vendor, TPI Agency, Procuring Entity and Paying Authority and to such others as required.

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

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

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

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

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

I/81051/2024

Correction Slip No. 014

Correction Slip to the “SECR General Tender Condition-2019”

15.2 of Section –II (Security Deposit amount) has amended as detailed below:

15.2 of Section -II	Security Deposit amount is as follows:
	Railways are permitted to raise the upper ceiling of SD, upto 5% of the contract value in high value cases

Digitally Signed by Manish
Manish Datta
Datta Dy.CMM-II
Date: 18-03-2024 12:09:24
Reason: Approved

I/84437/2024

Correction Slip No.015**Sub:-Compostable plastics and biodegradable plastics under Plastic Waste Management Rules, 2016 as amended – reg.****Ref.:Rly. Board's letter No.2023/RS(G)/164/IR dated 19.03.2024**

In terms of above referred letter, Railway Board has instructed to incorporate in all the tender invited should be in line with Plastic Waste Management Rules, 2016 and guideline thereof.

This condition will be applicable to all tenders of SECR.

Digitally Signed by
Prafulla Pokhara
Date: 2024.05.14 16:49:07
Reason: Approved
**Dy. CMM-IV
SECR/BSP**

Signature Not
Verified

Digitally signed by
MOHAMMAD
HUSSAIN
Date: 2024.05.31
09:31:26 IST
Reason: IREPS-CRIS
Location: New Delhi

I/84437/2024

Compostable plastics and biodegradable plastics under Plastic Waste Management Rules, 2016 as amended – reg.

1. The compostable plastics as well as biodegradable plastics are distinctly recognised under the Plastic Waste Management Rules, 2016. The plastic packaging as well as commodities made out of the two types have been treated differently under the rules. Manufacturers and sellers of commodities or packaging including carry bags, made from compostable plastics and biodegradable plastics have to be certified by Central Pollution Control Board (CPCB), before marketing and selling, as per Rule 4(h) of Plastic Waste Management Rules, 2016. The testing protocols to obtain certification, for the compostable and biodegradable plastics, are based on different BIS standards. No manufacturer or seller of commodities or plastic packaging, including carry bags made from compostable or biodegradable plastics, can place them in market and sell without prior certification by CPCB.
2. Compostable plastic need a controlled industrial composting facility for composting. Compostable plastics cannot degrade in the ambient environment. The compostable plastic packaging and carry bags made out of it entail EPR obligations on PIBOs. Producers, Importers and Brand Owners of plastic sheet or like used for packaging as well as carry bags, made from compostable plastics, have to register on Centralized Online Extended Producer Responsibility Portal on plastic packaging. As per rule 11 of Plastic Waste Management Rules, 2016, the manufacturer and sellers of carry bags, made from compostable plastics, are mandated to mention the certificate number issued by CPCB on carry bags.
3. Biodegradable plastics have also been recognized under Plastic Waste Management (Second Amendment) Rules, 2022. As per the Plastic Waste Management Rules, biodegradable plastics are to degrade under ambient environment conditions without generation of toxic residue or microplastics. At present, there is no certified biodegradable plastic in the country. As such, any claim on use of "biodegradable plastic" for selling banned single use plastic items (cutlery, glasses, cups, plates, stirrers etc.), in the absence of certification by CPCB, is in deviation of Plastic Waste Management Rules, and has to be dealt with in accordance with law. Biodegradable plastic packaging do not have EPR obligations under the PWM Rules.
4. Also, the use of any other category of plastics such as "Bio-compostable", "Oxo-degradable", "Oxo-biodegradable" or the like, is not recognized under Plastic Waste Management Rule, in a manner to mislead and circumvent the ban on identified single use plastics and hence, is not in accordance with the Rules. It has to be dealt with accordingly as these are not recognized and are not permissible under the Plastic Waste Management Rules, 2016.

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5. It is requested to take necessary measures to ensure the compliance of Plastic Waste Management Rules, 2016 in respect of compostable plastics as well as biodegradable plastics and ensure that these are sold in the market as per the provisions under the rules. Also, the claim regarding compostable plastics as well as biodegradable plastic has to be based on certification by CPCB of the manufacturers of biodegradable plastics as well as compostable plastics. No other types of plastics viz. "Bio-compostable". "Oxo-degradable","Oxo-biodegradable" or the like, are certified by CPCB. This issues with the approval of the competent authority.

Correction Slip No. 016

Sub: Withdrawn of correction slip no. 013 in all SECR tenders.

The correction slip no. 013 regarding "Conditions of responsiveness in all SECR tenders" is hereby withdrawn.