



इंडियन रेलवे कैंटरिंग एण्ड टूरिज्म कॉरपोरेशन लिमिटेड
(भारत सरकार का उद्यम—मिनी रत्न)
INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.
(A Govt. of India Enterprise-Mini Ratna)

"CIN-L74899DL1999GOI101707" E-mail : info@irctc.com Website : www.irctc.com

No.2020/IRCTC/CO/P&T/General Policy

Dt. 16-09-2021.

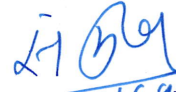
GGM's
Corporate Office
All IRCTC Zones

Subject: Standard EPC Tender Document for single stage two packet system.

Reference: i). Railway Board letter No. 2018/CE-I/CT/36-EPC Contract Policy dated 24.08.2021.

As per letter referred above, Railway Board has circulated the proposed changes in EPC tender documents on the basis of MoF letter regarding reduction of PG, abolition of Bid Security and additional PG, guidelines for participation of any bidder from the countries sharing a land border with India. Copy of the above referred letter with its annexure is enclosed for information and implementation.

DA:- As above.


(Sanjeev Misra)
GGM/P&T

CC: 1). PS to CMD – For kind information of DTM as CMD.
2). AGM/IT – For uploading on IRCTC portal.



भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड) (Railway Board)

No.2018/CE-I/CT/36-EPC Contract Policy

New Delhi, Dated: 24.08.2021

As per Mailing List

Sub: Standard EPC Tender Document for single stage two packet system
Ref: Railway Board's letters No. 2018/CE-I/CT/36-EPC Contract Policy dated 29.10.2019, 15.11.2019, 08.05.2020 & 28.05.2020

The documents for Request for Proposal (RFP) and Standard Engineering, Procurement and Construction Contract (EPC) Agreement for Single Stage Two Packet System of Tendering, were uploaded on IR website www.indianrailways.gov.in/railwayboard>>“About Indian Railways”>> “Railway Board Directorates” >> “Civil Engineering” >> “Policy Matters” >> “EPC Tender document (Single Stage)”, vide Railway Board's letter of even number dated 29.10.2019. Later on, the same was amended vide letters dated 15.11.2019, 08.05.2020 & 28.05.2020.

2. In order to incorporate the recent amendments approved by Government of India in General Financial Rules, 2017 and recent policy instructions issued by Ministry of Finance, it has been decided by Railway Board to further amend the relevant provisions of the document. The existing provisions vis-a-vis the amended provisions in juxtaposition is enclosed herewith for both cases i.e. *when Bid Security is taken and when Bid Security Declaration is taken from the bidders.*

3. This issues with the concurrence of Finance Directorate of Ministry of Railways.

Prem Sagar
24.08.21
(प्रेम सागर गुप्ता)

कार्यपालक निदेशक सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
[Rly No. 030-44803, MTNL No.-011-23383379]
e-mail address : edceg@rb.railnet.gov.in

Copy forwarded for information to :

1. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi
2. The PFAs, all Indian Railways

P. Singh

For Member Finance

Proposed Changes in EPC Tender Documents on the basis of MoF letter regarding Reduction of PG, abolition of Bid Security and additional PG, and guidelines for Participation of any bidder from the countries sharing a land border with India

Clause No	Existing provision	Modified provision Case 1: Bid Security is to be obtained from Bidders.	Modified provision Case 2: Bid Security Declaration is to be obtained from Bidders.									
	RFP											
	Additional Performance Security As defined in Clause 2.21.1	Deleted	Deleted									
1.2.4	A Bidder is required to submit, along with its Bid, a Bid Security of Rs.***** (the "Bid Security"), refundable not later than 200 (Two hundred) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any)as per the provision of this RFP and LOA.The Bidder will have to provide Bid Security through [e-payment Gateway of Authority]. The Bid shall be summarily rejected if it is not accompanied by the prescribed amount of Bid Security.The Bid document shall be available free of cost through e-portal (IREPS.gov.in).	A Bidder is required to submit, along with its Bid, a Bid Security of Rs.***** (the "Bid Security"), refundable not later than 200 (Two hundred) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security as per the provision of this RFP and LOA. The Bidder will have to provide Bid Security through [e-payment Gateway of Authority]. The Bid shall be summarily rejected if it is not accompanied by the prescribed amount of Bid Security. The Bid document shall be available free of cost through e-portal (IREPS.gov.in).	A Bidder is required to submit, along with its Bid, Bid Security Declaration as per Annexure - VIII of Appendix – IA accepting that if they withdraw or modify their Bids during period of validity etc. they will be barred from submission of Bids in any Works/Service tender issued by Indian Railway for a period of 12 months from the date of such banning done in e-platform IREPS. The Bid shall be summarily rejected if it is not accompanied by Bid Security Declaration. The Bid document shall be available free of cost through e-portal (IREPS.gov.in).									
1.3	Schedule of Bidding Process	Schedule of Bidding Process	Schedule of Bidding Process									
S.No. 15	<table><tr><td>15</td><td>Submission of Performance Security and Additional Performance Security, if any</td><td>Within 30 days of issue of LOA.</td></tr></table>	15	Submission of Performance Security and Additional Performance Security, if any	Within 30 days of issue of LOA.	<table><tr><td>15</td><td>Submission of Performance Security.</td><td>Within 30 days of issue of LOA.</td></tr></table>	15	Submission of Performance Security.	Within 30 days of issue of LOA.	<table><tr><td>15</td><td>Submission of Performance Security.</td><td>Within 30 days of issue of LOA.</td></tr></table>	15	Submission of Performance Security.	Within 30 days of issue of LOA.
15	Submission of Performance Security and Additional Performance Security, if any	Within 30 days of issue of LOA.										
15	Submission of Performance Security.	Within 30 days of issue of LOA.										
15	Submission of Performance Security.	Within 30 days of issue of LOA.										

Pravin Seng

Ravi Sagar

2.1.12(f)	New clause	<p>"Any bidder from the countries sharing 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. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIT), Government of India. For interpretation of this clause Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred which is enclosed as annexure-VII of Appendix-1A".</p> <p>"Any bidder from the countries sharing 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. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIT), Government of India. For interpretation of this clause Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred which is enclosed as annexure-VII of Appendix-1A".</p>
2.2.1 (c)	<p>A Bidder shall not have a conflict of interest ("Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the Bid Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:</p> <p>(i) the Bidder, its Consortium/Joint Venture member (or any constituent thereof) and any other Bidder, its member or any member of its Consortium/Joint Venture thereof (or any constituent thereof) have common</p>	<p>A Bidder shall not have a conflict of interest ("Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the Bid Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:</p> <p>(i) the Bidder, its Consortium/Joint Venture member (or any constituent thereof) and any other Bidder, its member or any member of its Consortium/Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect</p> <p>A Bidder shall not have a conflict of interest ("Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for barring from submission of Bids in any Works/Service tender issued by Indian Railway for a period of 12months from the date of such banning done in e-platform IREPS or forfeiture and appropriation of Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:</p> <p>(i) the Bidder, its Consortium/Joint Venture member (or any constituent thereof) and any other</p>

Pravin Sagar

<p>controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Consortium/Joint Venture member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Consortium/Joint Venture member, as the case may be), in the other Bidder, its Consortium/Joint Venture member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows:</p> <p>(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and</p> <p>(bb) subject always to sub-clause (aa) above, where a person does not</p>	<p>shareholding of a Bidder, or its Consortium/Joint Venture member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Consortium/Joint Venture member, as the case may be), in the other Bidder, its Consortium/Joint Venture member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows:</p> <p>(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and</p> <p>(bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less</p>	<p>Bidder, its member or any member of its Consortium/Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Consortium/Joint Venture member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Consortium/Joint Venture member, as the case may be), in the other Bidder, its Consortium/Joint Venture member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows:</p> <p>(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and</p> <p>(bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or</p>	<p>than 26% of the subscribed and paid up equity shareholding of such intermediary; or</p> <p>(ii) a constituent of such Bidder is also a constituent of another Bidder; or</p> <p>(iii) such Bidder, or any of its Consortium/Joint Venture member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Consortium/Joint Venture member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any of its Consortium/Joint Venture member thereof; or</p>	<p>shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or</p> <p>(ii) a constituent of such Bidder is also a constituent of another Bidder; or</p> <p>(iii) such Bidder, or any of its Consortium/Joint Venture member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Consortium/Joint Venture member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any of its Consortium/Joint Venture member thereof; or</p> <p>(iv) such Bidder has the same legal representative for purposes of this RFP as any other Bidder; or</p> <p>(v) such Bidder, or any of its Consortium/Joint Venture member thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.</p>
<p>(ii) a constituent of such Bidder is also a constituent of another Bidder; or</p> <p>(iii) such Bidder, or any of its Consortium/Joint Venture member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Consortium/Joint Venture member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any of its Consortium/Joint Venture member thereof; or</p> <p>(iv) such Bidder has the same legal representative for purposes of this RFP as any other Bidder; or</p> <p>(v) such Bidder, or any of its Consortium/Joint Venture member thereof has a relationship with another Bidder, or any of its Consortium/Joint Venture member thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or</p> <p>(vi) such Bidder, or any of its Consortium/Joint Venture members thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.</p>	<p>(ii) a constituent of such Bidder is also a constituent of another Bidder; or</p> <p>(iii) such Bidder, or any of its Consortium/Joint Venture member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Consortium/Joint Venture member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any of its Consortium/Joint Venture member thereof; or</p> <p>(iv) such Bidder has the same legal representative for purposes of this RFP as any other Bidder; or</p> <p>(v) such Bidder, or any of its Consortium/Joint Venture member thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.</p>	<p>(ii) a constituent of such Bidder is also a constituent of another Bidder; or</p> <p>(iii) such Bidder, or any of its Consortium/Joint Venture member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Consortium/Joint Venture member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any of its Consortium/Joint Venture member thereof; or</p> <p>(iv) such Bidder has the same legal representative for purposes of this RFP as any other Bidder; or</p> <p>(v) such Bidder, or any of its Consortium/Joint Venture member thereof has a relationship with another Bidder, or any of its Consortium/Joint Venture member thereof, directly or through common third party/parties, that puts either or both of them in a position to have</p>

Purn Sengupta

	<p>another Bidder, or any of its Consortium/Joint Venture member thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or</p> <p>(vi) such Bidder, or any of its Consortium/Joint Venture members thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.</p>		<p>access to each others' information about, or to influence the Bid of either or each other; or</p> <p>(vi) such Bidder, or any of its Consortium/Joint Venture members thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.</p>
2.6.2	<p>The Authority reserves the right to reject any Bid and appropriate the Bid Security if:</p> <p>(a) at any time, a material misrepresentation is made or uncovered, or</p> <p>(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.</p>	<p>The Authority reserves the right to reject any Bid and appropriate the Bid Security if:</p> <p>(a) at any time, a material misrepresentation is made or uncovered, or</p> <p>(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.</p>	<p>The Authority reserves the right to reject any Bid and bar the bidder from submission of Bids in any Works/Service tender issued by Indian Railway for a period of 12 months from the date of such banning done in e-platform IREPS if:</p> <p>(a) at any time, a material misrepresentation is made or uncovered, or</p> <p>(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.</p>
2.6.3	<p>In case it is found during the evaluation or at any time before signing of the EPC Agreement or after its execution and during the period of defect liability subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false</p>	<p>In case it is found during the evaluation or at any time before signing of the EPC Agreement or after its execution and during the period of defect liability subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the</p>	<p>In case it is found during the evaluation or at any time before signing of the EPC Agreement or after its execution and during the period of defect liability subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information.</p>

Prem Sagar

information. the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the draft EPC Agreement, or otherwise.

contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Authority shall be entitled to *forfeit and appropriate the Bid Security* or Performance Security, as the case may be as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the draft EPC Agreement, or otherwise.

the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Authority shall be entitled to bar the bidder from submission of Bids in any Works/Service tender issued by Indian Railway for a period of 12 months from the date of such banning done in e-platform IREPS or forfeit and appropriate the Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the draft EPC Agreement, or otherwise.

2.6.4	A Bidder shall be liable for disqualification and forfeiture of Bid Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the	A Bidder shall be liable for disqualification and forfeiture of Bid Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the EPC Agreement. In the	A Bidder shall be liable for disqualification, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the
-------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Pawan Sagar

	scanned copy of the e-payment receipt shall be uploaded on e-procurement portal while applying to the tender.	payment receipt shall be uploaded on e-procurement portal while applying to the Bid.	Declaration shall be uploaded on e-procurement portal while applying to the Bid.
2.20.2	Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.	Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.	Any Bid not accompanied by the Bid Security Declaration shall be summarily rejected by the Authority as non-responsive.
2.20.3	The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.	The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.	--
2.20.4	The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.5 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.	The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.5 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.	The Authority shall be entitled to bar the bidder from submission of Bids in any Works/Service tender issued by Indian Railway for a period of 12 months from the date of such banning done in e-platform IREPS as Damages inter alia in any of the events specified in Clause 2.20.5 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security declaration shall be given to any Bidder.

Pravin Sagar

	<p>(i) issue of the LOA or (ii) execution of the EPC Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without Prejudice to any other right or remedy or the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.</p>	<p>event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without Prejudice to any other right or remedy or the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.</p>	<p>EPC Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without Prejudice to any other right or remedy or the Authority, including barring the bidder from submission of Bids in any Works/Service tender issued by Indian Railway for a period of 12 months from the date of such banning done in e-platform IREPS or forfeiture and appropriation of Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.</p>
2.20.1	<p>The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.4 hereinabove through [e-payment Gateway of Authority]. A scanned copy of the</p>	<p>The Bidder shall furnish as part of its Bid, a Bid Security Declaration referred to in Clause 1.2.4 hereinabove. A scanned copy of the Bid Security</p>	

Praveen Sanyal

	<p>Agreement; or (iii) to sign the EPC Agreement within 60 Days of LOA issue;</p>		<p>within 60 Days of LOA issue;</p>
2.21.1	<p>Within 30 (thirty) days of issue of LOA, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in draft EPC agreement (the "Performance Security") for an amount equal to 5% (five percent) of its Bid Price. In case of accepted Bid value is less than 90% of Estimated Project Cost, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given in draft EPC agreement towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:</p> <p>(i) If the Bid Price value offered by the Selected Bidder is less than 90% but up to 80% of the estimated Project Cost, then the Additional Performance Security shall be calculated @ 20% of the difference between 90% of Estimated Project Cost and the Bid Price offered by the selected Bidder.</p> <p>(ii) If the Bid Price value offered by the Selected Bidder is less than</p>	<p>[Within 30 (thirty) days of issue of LOA, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in draft EPC agreement (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price</p> <p>Or</p> <p>Within 30 (thirty) days of issue of LOA, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in draft EPC agreement (the "Performance Security") for an amount equal to 5% (five percent) of its Bid Price]</p>	<p>[Within 30 (thirty) days of issue of LOA, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in draft EPC agreement (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price</p> <p>Or</p> <p>Within 30 (thirty) days of issue of LOA, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in draft EPC agreement (the "Performance Security") for an amount equal to 5% (five percent) of its Bid Price]</p>

Pram Sagar

<p>The Bid Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter-alia, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the Bidding documents and / or under the Agreement, or otherwise, under the following conditions:</p> <p>(a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in <u>Section 4</u> of this RFP;</p> <p>(b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;</p> <p>(c) In the case of Selected Bidder, if it fails within the specified/extended time limit by Authority -</p> <p>(i) to sign and return the duplicate copy of LOA;</p> <p>(ii) to furnish the Performance Security /Additional Performance Security (if any) as per Article 7 of draft LPC</p>	<p>The Bid Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter-alia, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the Bidding documents and / or under the Agreement, or otherwise, under the following conditions:</p> <p>(a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in <u>Section 4</u> of this RFP;</p> <p>(b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;</p> <p>(c) In the case of Selected Bidder, if it fails within the specified/extended time limit by Authority -</p> <p>(i) to sign and return the duplicate copy of LOA;</p> <p>(ii) to furnish the Performance Security as per Article 7 of draft EPC Agreement; or</p> <p>(iii) to sign the EPC Agreement within 60 Days of LOA issue;</p>	<p>The bidder will be barred from submission of Bids in any Works/Service tender issued by Indian Railway for a period of 12 months from the date of such banning done in e-platform IREPS by the Authority as damages payable to the Authority for, inter-alia, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the Bidding documents and / or under the Agreement, or otherwise, under the following conditions:</p> <p>(a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in <u>Section 4</u> of this RFP;</p> <p>(b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;</p> <p>(c) In the case of Selected Bidder, if it fails within the specified/extended time limit by Authority -</p> <p>(i) to sign and return the duplicate copy of LOA;</p> <p>(ii) to furnish the Performance Security as per Article 7 of draft EPC Agreement; or</p> <p>(iii) to sign the LPC Agreement</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Pran Sagar

	to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder and Original copy of Joint Venture/Consortium Agreement is/are not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.	days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder and Original copy of Joint Venture/Consortium Agreement is/are not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.	Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder and Original copy of Joint Venture/Consortium Agreement is/are not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, bar the bidder from submission of Bids in any Works/Service tender issued by Indian Railway for a period of 12 months from the date of such banning done in e-platform IREPS as Damages on account of failure of the Selected Bidder to acknowledge the LOA.
3.3.5	After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to submit Performance Security and Additional Performance Security (if any) within the period prescribed/extended by Authority and then execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.	After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to submit Performance Security within the period prescribed/extended by Authority and then execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement	After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to submit Performance Security within the period prescribed/extended by Authority and then execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement
3.3.6	The Bid security of other than selected Bidders shall be returned within 7 working days of issue of LOA. The Authority shall be responsible to return the Bid Security, as above, and the Bidders shall not be required to ask for the same.	The Bid security of other than selected Bidders shall be returned within 7 working days of issue of LOA. The Authority shall be responsible to return the Bid Security, as above, and the Bidders shall not be required to ask for the same.	--
4.1	The Bidders and their respective officers, employees, agents and	The Bidders and their respective officers, employees, agents and advisers shall	The Bidders and their respective

Pawan Sagar

	<p>80% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference between 90% of Estimated Project Cost and the Bid Price offered by the selected Bidder.</p> <p>(iii) This Additional Performance Security shall be treated as part of the Performance Security.</p>		
2.21.2	<p>For detailed provisions of Performance Security and Additional Performance Security refer Article 7 of draft EPC agreement.</p>	<p>For detailed provisions of Performance Security refer Article 7 of draft EPC agreement.</p>	<p>For detailed provisions of Performance Security refer Article 7 of draft EPC agreement.</p>
3.1.6	<p>As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:</p> <p>(a) Technical Bid is received online as per the format at Appendix-IA including Annexure I, II, III, IV, V and VI;</p> <p>(b) All Documents listed at clause 2.11.2 are received physically within time as mentioned in clause 1.3;</p> <p>(c) Technical Bid is accompanied by the Bid Security as specified in Clause 1.2.4 and 2.20;</p>	<p>As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:</p> <p>(a) Technical Bid is received online as per the format at Appendix-IA including Annexure I, II, III, IV and V;</p> <p>(b) All Documents listed at clause 2.11.2 are received physically within time as mentioned in clause 1.3;</p> <p>(c) Technical Bid is accompanied by the Bid Security as specified in Clause 1.2.4 and 2.20;</p>	<p>As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:</p> <p>(a) Technical Bid is received online as per the format at Appendix-IA including Annexure I, II, III, IV and V;</p> <p>(b) All Documents listed at clause 2.11.2 are received physically within time as mentioned in clause 1.3;</p> <p>(c) Technical Bid is accompanied by the Bid Security Declaration as specified in Clause 1.2.4 and 2.20;</p>
3.3.4	<p>After selection, a Letter of Acceptance(the "LOA") shall be issued in duplicate, by the Authority</p>	<p>After selection, a Letter of Acceptance(the "LOA") shall be issued in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven)</p>	<p>After selection, a Letter of Acceptance(the "LOA") shall be issued in duplicate, by the Authority to the Selected Bidder and the</p>

Praveen Sagar

Appendix-1A	accordance with the RFP Document.	Document.
Item No 21 of Appendix-1A	The Bid Security in the form of a e-payment receipt is attached.	The Bid Security declaration is attached.
Para 5 of Appendix-III	<p>We, having our registered office at M/s. having our registered office at M/s. ... having our registered office at and having our registered office at (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s having its registered office at being one of the Members of the {Consortium/Joint Venture}, as the Lead Member and true and lawful attorney of the Consortium/Joint Venture (hereinafter referred to as the "Attorney"). We hereby authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the {Consortium/Joint Venture} and any one of us during the Bidding process and, in the event the {Consortium/Joint Venture} is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the {Consortium/Joint Venture}, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the {Consortium/Joint Venture} and submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents, signing bank Guarantee for Bid security and writings, participate in pre Bid and other conferences, respond to queries,</p>	<p>We, having our registered office at M/s. having our registered office at M/s. ... having our registered office at and having our registered office at (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s having its registered office at being one of the Members of the {Consortium/Joint Venture}, as the Lead Member and true and lawful attorney of the Consortium/Joint Venture (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the {Consortium/Joint Venture} and any one of us during the Bidding process and, in the event the {Consortium/Joint Venture} is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the {Consortium/Joint Venture}, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the {Consortium/Joint Venture} and submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents, signing bank Guarantee for Bid security and writings, participate in pre Bid and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the {Consortium/Joint Venture} and generally to represent the {Consortium/Joint Venture} in all its dealings with the Authority, and/ or</p>
	<p>We, having our registered office at M/s. having our registered office at M/s. ... having our registered office at and having our registered office at (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s having its registered office at being one of the Members of the {Consortium/Joint Venture}, as the Lead Member and true and lawful attorney of the Consortium/Joint Venture (hereinafter referred to as the "Attorney"). We hereby authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the {Consortium/Joint Venture} and any one of us during the Bidding process and, in the event the {Consortium/Joint Venture} is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the {Consortium/Joint Venture}, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the {Consortium/Joint Venture} and submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents, signing Bid security Declaration and writings, participate in pre Bid and other conferences, respond to queries, submit information/ documents, sign and execute contracts</p>	<p>We, having our registered office at M/s. having our registered office at M/s. ... having our registered office at and having our registered office at (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s having its registered office at being one of the Members of the {Consortium/Joint Venture}, as the Lead Member and true and lawful attorney of the Consortium/Joint Venture (hereinafter referred to as the "Attorney"). We hereby authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the {Consortium/Joint Venture} and any one of us during the Bidding process and, in the event the {Consortium/Joint Venture} is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the {Consortium/Joint Venture}, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the {Consortium/Joint Venture} and submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents, signing Bid security Declaration and writings, participate in pre Bid and other conferences, respond to queries, submit information/ documents, sign and execute contracts</p>

Prem Sagar

	advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to bar the bidder from submission of Bids in any Works/Service tender issued by Indian Railway for a period of 12 months from the date of such banning done in e-platform IREPS or to forfeit and appropriate the Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.	observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to bar the bidder from submission of Bids in any Works/Service tender issued by Indian Railway for a period of 12 months from the date of such banning done in e-platform IREPS or to forfeit and appropriate the Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.	officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to bar the bidder from submission of Bids in any Works/Service tender issued by Indian Railway for a period of 12 months from the date of such banning done in e-platform IREPS or to forfeit and appropriate the Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
Item No 14 of Appendix-IA	I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated 13.7.01, a copy of which forms part of the RFP at Annexure VI of Appendix-IA thereof.	I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 3/9/2016-DoD-II-B dated 28.09.2017, a copy of which forms part of the RFP at Annexure VI of Appendix-IA thereof.	I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 3/9/2016-DoD-II-B dated 28.09.2017, a copy of which forms part of the RFP at Annexure VI of Appendix-IA thereof.
Item No 20 of	I/ We offer a Bid Security of Rs. **** (Rupees **** only) to the Authority in	I/ We offer a Bid Security of Rs. **** (Rupees **** only) to the Authority in	I/ We submit a Bid Security Declaration to the Authority in accordance with the RFP

from Sagar

		enclosed")	valid registration by the competent authority is enclosed)"
Foot note of Annexure II of Appendix-IA	The conversion rate of USD into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where relevant date should be as on the date 60 (Sixty) days prior to the Bid Due Date. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.	The conversion rate of USD into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date. Where relevant date should be as on the date 60 (Sixty) days prior to the Bid Due Date. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.	The conversion rate of USD into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date. Where relevant date should be as on the date 60 (Sixty) days prior to the Bid Due Date. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
MCA			
3.2.5	New Clause 3.2.5	"Notwithstanding anything to the contrary contained in this Concession Agreement, the Concessionaire agrees and acknowledges that it will not assign any work to any Contractor/sub-contractor from a country which shares a land border with India unless such Contractor/sub-contractor is registered with the competent Authority. Concessionaire will ensure that such Contractor/sub-contractor fulfills all requirements in this regard and is eligible to be considered (evidence of valid registration by the competent authority is enclosed). The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and	"Notwithstanding anything to the contrary contained in this Concession Agreement, the Concessionaire agrees and acknowledges that it will not assign any work to any Contractor/sub-contractor from a country which shares a land border with India unless such Contractor/sub-contractor is registered with the competent Authority. Concessionaire will ensure that such Contractor/sub-contractor fulfills all requirements in this regard and is eligible to be considered (evidence of valid registration by the competent authority is enclosed). The Competent Authority for registration will be the Registration

from Sagar

	submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the { Consortium/Joint Venture} and generally to represent the { Consortium/Joint Venture} in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the {Consortium/Joint Venture} Bid for the in all respect Project and/ or upon award thereof till the EPC Contract is entered into with the Authority & Compelled.	any other Government Agency or any person, in all matters in connection with or relating to or arising out of the {Consortium/Joint Venture} Bid in all respect for the Project and/ or upon award thereof till the EPC Contract is entered into with the Authority & Completed.	and undertakings consequent to acceptance of the Bid of the { Consortium/Joint Venture} and generally to represent the { Consortium/Joint Venture} in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the {Consortium/Joint Venture} Bid in all respect for the Project and/ or upon award thereof till the EPC Contract is entered into with the Authority & Compelled.
Item 8 of Appendix-IV	This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the {Consortium/Joint Venture} However, in case the {Consortium/Joint Venture} is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.	This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the {Consortium/Joint Venture} However, in case the {Consortium/Joint Venture} is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.	This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the {Consortium/Joint Venture} However, in case the {Consortium/Joint Venture} is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified .
New item No.29 of appendix-IA of RFP	New item	I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is	I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I/We am/are not from such a country or, if from such a country, has been registered with the competent Authority. I/We hereby certify that I/we fulfills all the requirements in this regard and am/are eligible to be considered (evidence of

from Signature

	<p>The Performance Security shall be valid until 60 (sixty) days of the expiry of the Defects Liability Period specified in Clause 15.1.1. Until such time the Performance Security is provided by the Contractor pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security, the Authority shall release the Bid Security to the Contractor. For the avoidance of doubt, the Parties expressly agree that the Contractor shall provide, no later than 30 (thirty) days prior to the expiry of the Performance Security for the Defects Liability Period specified in Clause 15.1.1, a Performance Security in respect of the extended Defects Liability Period, as specified in Clause 15.1.2, for an amount equal to 5% (five per cent) of the estimated cost of the Structures, Important Bridges, if any, comprising a new technology not currently in use in the Railways and the interlocking and telecom switching equipment as specified in Schedule B.</p>	<p>Performance Security in respect of the extended Defects Liability Period, as specified in Clause 15.1.2, for an amount equal to [3% or 5%] of the estimated cost of the Structures, Important Bridges, if any, comprising a new technology not currently in use in the Railways and the interlocking and telecom switching equipment as specified in Schedule B.</p>	<p>estimated cost of the Structures, Important Bridges, if any, comprising a new technology not currently in use in the Railways and the interlocking and telecom switching equipment as specified in Schedule B.</p>
7.1.3	<p>In the event the Contractor fails to provide the Performance Security within 30 (Thirty) days of the date of this Agreement, it may seek extension of time for a period not exceeding a further 15 (fifteen) days on payment of Damages for such extended period in a sum calculated at the rate of 0.00175% (zero point zero three five per cent) of the Performance security for each day until the Performance</p>	<p>In the event the Contractor fails to provide the Performance Security within 30 (Thirty) days of the date of this Agreement, it may seek extension of time for a period not exceeding a further 15 (fifteen) days on payment of Damages for such extended period in a sum calculated at the rate of 0.00175% (zero point zero zero one seven five per cent) of the Contract Price for each day until the Performance Security is provided.</p>	<p>In the event the Contractor fails to provide the Performance Security within 30 (Thirty) days of the date of this Agreement, it may seek extension of time for a period not exceeding a further 15 (fifteen) days on payment of Damages for such extended period in a sum calculated at the rate of 0.00175% (zero point zero zero one seven five per cent) of the Contract Price for each day until the Performance Security is</p>

Prem Sagar

		Internal Trade (DPIIT), India.	Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), India.
7.1.1	<p>The Contractor shall, for the performance of its obligations hereunder, provide to the Authority, within 30 (Thirty) days of issue of LOA, an irrevocable and unconditional guarantee (the “Performance Security”), for an amount equal to 5% (five per cent) of the Contract Price from a Bank in the form set forth in Annex-I of Schedule-F.</p> <p>In case accepted bid value is less than 90% of the Estimated Project Cost, selected Bidder have to provide Additional Performance Security for an amount calculated as under:</p> <p>(a) If the Bid Price offered by the Selected Bidder is less than 90% but upto 80% of the estimated Project Cost, then the Additional Performance Security shall be calculated @ 20% of the difference between 90% of Estimated Project Cost and the Bid Price offered by the selected Bidder.</p> <p>(b) If the Bid Price offered by the Selected Bidder is less than 80% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference between 90% of Estimated Project Cost and the Bid Price offered by the selected Bidder.</p>	<p>[Contractor shall, for the performance of its obligations hereunder, provide to the Authority, within 30 (Thirty) days of issue of LOA, an irrevocable and unconditional guarantee (the “Performance Security”), for an amount equal to 3% (three per cent) of the Contract Price from a Bank in the form set forth in Annex-I of Schedule-F.</p> <p>Or</p> <p>The Contractor shall, for the performance of its obligations hereunder, provide to the Authority, within 30 (Thirty) days of issue of LOA, an irrevocable and unconditional guarantee (the “Performance Security”), for an amount equal to 5% (five percent) of the Contract Price from a Bank in the form set forth in Annex-I of Schedule-F].</p> <p>The Performance Security shall be valid until 60 (sixty) days of the expiry of the Defects Liability Period specified in Clause 15.1.1. Until such time the Performance Security is provided by the Contractor pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security, the Authority shall release the Bid Security to the Contractor. For the avoidance of doubt, the Parties expressly agree that the Contractor shall provide, no later than 30 (thirty) days prior to the expiry of the Performance Security for the Defects Liability Period specified in Clause 15.1.1, a</p>	<p>[The Contractor shall, for the performance of its obligations hereunder, provide to the Authority, within 30 (Thirty) days of issue of LOA, an irrevocable and unconditional guarantee (the “Performance Security”), for an amount equal to 3% (three per cent) of the Contract Price from a Bank in the form set forth in Annex-I of Schedule-F.</p> <p>Or</p> <p>Contractor shall, for the performance of its obligations hereunder, provide to the Authority, within 30 (Thirty) days of issue of LOA, an irrevocable and unconditional guarantee (the “Performance Security”), for an amount equal to 5% (five percent) of the Contract Price from a Bank in the form set forth in Annex-I of Schedule-F].</p> <p>The Performance Security shall be valid until 60 (sixty) days of the expiry of the Defects Liability Period specified in Clause 15.1.1. The Parties expressly agree that the Contractor shall provide, no later than 30 (thirty) days prior to the expiry of the Performance Security for the Defects Liability Period specified in Clause 15.1.1, a Performance Security in respect of the extended Defects Liability Period, as specified in Clause 15.1.2, for an amount equal to [3% or 5%] of the</p>

Pravin Sagar

	<p>(a) 0.1% (zero point one per cent) of the Performance Security, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Authority's Engineer. Subject to payment of such Damages, the Contractor shall be entitled to a further period not exceeding 120 (one hundred and twenty) days for completion of the Punch List items. For the avoidance of doubt, it is agreed that if completion of any item in the Punch List is delayed for reasons attributable to the Authority or due to Force Majeure, the completion date thereof shall be determined by the Authority's Engineer in accordance with Good Industry Practice, and such completion date shall be deemed to be the date of issue of the Provisional Certificate for the purposes of Damages, if any, payable for such item under this Clause 12.3.</p>	<p>cent) of the Contract Price, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Authority's Engineer. Subject to payment of such Damages, the Contractor shall be entitled to a further period not exceeding 120 (one hundred and twenty) days for completion of the Punch List items. For the avoidance of doubt, it is agreed that if completion of any item in the Punch List is delayed for reasons attributable to the Authority or due to Force Majeure, the completion date thereof shall be determined by the Authority's Engineer in accordance with Good Industry Practice, and such completion date shall be deemed to be the date of issue of the Provisional Certificate for the purposes of Damages, if any, payable for such item under this Clause 12.3.</p>	<p>0.005% (zero point zero five per cent) of the Contract Price, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Authority's Engineer. Subject to payment of such Damages, the Contractor shall be entitled to a further period not exceeding 120 (one hundred and twenty) days for completion of the Punch List items. For the avoidance of doubt, it is agreed that if completion of any item in the Punch List is delayed for reasons attributable to the Authority or due to Force Majeure, the completion date thereof shall be determined by the Authority's Engineer in accordance with Good Industry Practice, and such completion date shall be deemed to be the date of issue of the Provisional Certificate for the purposes of Damages, if any, payable for such item under this Clause 12.3.</p>
<p>Definition</p>	<p>"Bid Security" means the bid security provided by the Contractor to the Authority in accordance with the Request for Proposal, and which is to remain in force until substituted by the Performance Security;</p>	<p>"Bid Security" means the bid security provided by the Contractor to the Authority in accordance with the Request for Proposal, and which is to remain in force until substituted by the Performance Security;</p>	<p>To be deleted.</p>

Pravin Sanyal

10.2.5	<p>Security is provided.</p> <p>In the event of delay by the Contractor in submitting the signalling interlocking plan or route control chart, as the case may be, within the period specified in Clause 10.2.4 for any reason other than Force Majeure or breach of this Agreement by the Authority, the Contractor shall pay Damages to the Authority in a sum equal to 0.2% (zero point two per cent) of the Performance Security for each day of delay.</p>	<p>In the event of delay by the Contractor in submitting the signalling interlocking plan or route control chart, as the case may be, within the period specified in Clause 10.2.4 for any reason other than Force Majeure or breach of this Agreement by the Authority, the Contractor shall pay Damages to the Authority in a sum equal to 0.01% (zero point zero one per cent) of the Contract Price for each day of delay.</p>	<p>provided.</p> <p>In the event of delay by the Contractor in submitting the signalling interlocking plan or route control chart, as the case may be, within the period specified in Clause 10.2.4 for any reason other than Force Majeure or breach of this Agreement by the Authority, the Contractor shall pay Damages to the Authority in a sum equal to 0.01% (zero point zero one per cent) of the Contract Price for each day of delay.</p>
10.2.6	<p>In the event of delay by the Authority in providing to the Contractor the approved signalling interlocking plan or route control chart, as the case may be, within the period specified in Clause 10.2.4 for any reason other than Force Majeure or breach of this Agreement by the Contractor, the Authority shall pay Damages to the Contractor in a sum equal to 0.2% (zero point two per cent) of the Performance Security for each day of delay, and shall also grant Time Extension in accordance with the provisions of Clause 10.4.</p>	<p>In the event of delay by the Authority in providing to the Contractor the approved signalling interlocking plan or route control chart, as the case may be, within the period specified in Clause 10.2.4 for any reason other than Force Majeure or breach of this Agreement by the Contractor, the Authority shall pay Damages to the Contractor in a sum equal to 0.01% (zero point zero one per cent) of the Contract Price for each day of delay, and shall also grant Time Extension in accordance with the provisions of Clause 10.4.</p>	<p>In the event of delay by the Authority in providing to the Contractor the approved signalling interlocking plan or route control chart, as the case may be, within the period specified in Clause 10.2.4 for any reason other than Force Majeure or breach of this Agreement by the Contractor, the Authority shall pay Damages to the Contractor in a sum equal to 0.01% (zero point zero one per cent) of the Contract Price for each day of delay, and shall also grant Time Extension in accordance with the provisions of Clause 10.4.</p>
12.3	<p>All items in the Punch List shall be completed by the Contractor within 90 (ninety) days of the date of issuance of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Contractor to be calculated and paid for each day of delay until all items are completed, at the lower of</p>	<p>All items in the Punch List shall be completed by the Contractor within 90 (ninety) days of the date of issuance of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Contractor to be calculated and paid for each day of delay until all items are completed, at the lower of</p>	<p>All items in the Punch List shall be completed by the Contractor within 90 (ninety) days of the date of issuance of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Contractor to be calculated and paid for each day of delay until all items are completed, at the lower of (a)</p>

Pran Sagar

Appendix-IA

Annexure-VIII

I/We, (name of Bidder) am/are aware that I/We have been exempted from submission of Bid Security in lieu of This Bid Security Declaration. I/We understand and accept that if I/We withdraw my/Our Bid within Bid validity Period or if awarded the tender and on being called upon to submit the Performance Guarantee fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement failed to sign the same within the stipulated period mentioned in tender documents, I/WE shall be banned from submission of Bids in any Works/Service tender issued by Indian Railway for a period of 12 months from the date of such banning done in e-platform IREPS.

Ravi Sagar

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*

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

- 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;

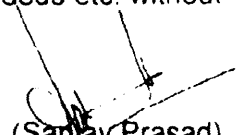
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of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

4/12

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

6/12

(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.

5/11

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.

7/12

- 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.]

8/12

Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- 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. 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
- 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 per cent. of shares or capital or profits of the company;

10/12

Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

9/12

- 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. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

11/12

Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

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

Model Certificate for GeM

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

12/12

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

161, North Block,
New Delhi
24th July, 2020

Order (Public Procurement No. 3)

Subject: Clarification to Order (Public Procurement No.1) dated 23rd July 2020

Attention is invited to paragraph 3(b) of the Order (Public Procurement No.1), under the heading "Transitional provisions" which reads as follows:

- b) If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.*

It is hereby clarified that for the purpose of paragraph 3 (b), "qualified bidders" means only those bidders who would otherwise have been qualified for award of the tender after considering all factors including price, if Order (Public Procurement No. 1) dated 23rd July 2020 had not been issued.

2. If bidders from such countries would not have qualified for award for reasons unconnected with the said Order (for example, because they do not meet tender criteria or their price bid is higher or because of the provisions of purchase preference under any other order or rule or any other reason) then there is no need to scrap the tender / start the process de novo.

3. The following examples are given to assist in implementation of the Order.

Example1: Four bids are received in a tender. One of them is from a country which shares a land border with India. The bidder from such country is found to be qualified technically by meeting all prescribed criteria and is also the lowest bidder. In this case, the bidder is qualified for award of the tender, except for the provisions of the Order (Public Procurement No. 1) dated 23rd July. In this case, the tender should be scrapped and fresh tender initiated.

Example 2: The facts are as in Example 1, but the bidder from such country, though technically qualified is not the lowest because there are other technically qualified bidders whose price is lower. Hence the bidder from such country would not be

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. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that 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.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.


(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) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

qualified for award of the tender irrespective of the Order (Public Procurement No. 1) dated 23rd July 2020. In such a case, there is no need to scrap the tender.

Example 3: The facts are as in Example 1, but the bidder from a country which shares a land border with India, though technically qualified, is not eligible for award due to the application of price preference as per other orders/ rules. In such a case, there is no need to scrap the tender.

Example 4: Three bids are received in a tender. One of them is a bidder from a country sharing a land border with India. The bidder from such a country does not meet the technical requirements and hence is not qualified. There is no need to scrap the tender.


(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 the clarification to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately circulate this clarification among Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

