

Finalization of Tender



INDIAN RAILWAYS



Objective:

- To state the process of finalisation of tenders after these are opened and also to indicate that the Accepting Authority has to take while accepting an offer or the Tender Committee has to take while recommending an offer.
- निविदाओं के खुलने के बाद उन्हें अंतिम रूप देने की प्रक्रिया को बताना और यह भी इंगित करना कि किसी प्रस्ताव को स्वीकार करते समय फैसला स्वीकार करने वाले प्राधिकारी को लेना है या निविदा समिति को लेना है।

Contract Documents and their Precedence:

a

- Valid and authorized Amendments issued to the Contract;

b

- Contract Document (Purchase Order) and the Letter of Acceptance (LOA);

c

- Tender Documents;

d

- Special Tender conditions;

e

- Technical Specifications as given in tender documents;

f

- Drawings;

g

- IRS Conditions of Contract;

h

- General Tender Conditions/ instructions to tenderers; and

i

- Contractor's bid.

Some of the points to be kept in mind for deciding tenders are as under:

- Railway should ensure that contract are placed at least **three months ahead of commencement of the contract period** to ensure supply at the beginning of contract period.
- रेलवे को यह सुनिश्चित करना चाहिए कि अनुबंध अवधि शुरू होने से कम से कम तीन महीने पहले अनुबंध दिया जाए ताकि अनुबंध अवधि की शुरुआत में आपूर्ति सुनिश्चित की जा सके।

Original Bid Validity:

- Expeditious finalization of Tender.
- As far as possible tender may be **decided within validity** to avoid possibility of increase in price and incurrence of extra expenditure. (GFR 174 (iii))
- Any delay in finalization of tender involve foreign exchange may leads to **(i) Non utilization of foreign exchange (ii) Changes in comparative position of offers** due to fluctuation of exchange rate.
- निविदा का शीघ्र समापन।
- संभवतः निविदा को उसकी वैधता अवधि के भीतर तय किया जाना चाहिए ताकि मूल्य में वृद्धि और अतिरिक्त खर्च की संभावना से बचा जा सके।
- निविदा के समापन में कोई भी देरी, जो विदेशी मुद्रा से संबंधित हो, निम्नलिखित परिणामों का कारण बन सकती है:
- (i) विदेशी मुद्रा का उपयोग न होना।
- (ii) विनिमय दर में उतार-चढ़ाव के कारण प्रस्तावों की तुलनात्मक स्थिति में परिवर्तन।

Timely settlement:

- Settlement time of tender case after opening of tender.
 - TC Case: Within 45 days.
 - DA case: Within 15 days.
 - Vide PCMM letter No. Target 2025-26 of HODs-Stores department dated 16.05.2025 & for divisions letter's no. S/Tgt-Parameter/Instruction/25 dated 09.05.2025.
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- As per stores Shield Criteria issued by Railway Board:
 - TC case: 45 days
 - DA case: 10 days

Clarification:

- Clarification should **not be sought in piece-meal** from the tenderers.
- Such Clarification should not change the substance or price of the original offer.
- Technical Specification and requirement should be direct and to the point queries.
- Queries should be in such manner as not to leave any erroneous impression.
- निविदाकर्ताओं से टुकड़ों-टुकड़ों में स्पष्टीकरण नहीं पूछा जाना चाहिए।
- ऐसे स्पष्टीकरण से मूल प्रस्ताव की सामग्री या मूल्य में कोई बदलाव नहीं होना चाहिए।
- तकनीकी विशिष्टता और आवश्यकताओं के बारे में सीधे और स्पष्ट प्रश्न पूछे जाने चाहिए।
- प्रश्न इस प्रकार से होने चाहिए कि कोई भी गलत धारणा न बने।

Income Tax Clearance Certificate:

- All firms should be asked to submit the valid ITCC along with their quotation, and this aspect should be made abundantly clear in the tender document itself. Offer which are not accompanied by the valid ITCC should ordinarily be ignored.
- No payment should be allowed for supplies made under the contract and the supplier has no right to make any claim for payment till the production of valid and current ITCC. This aspect is clearly brought out in the agreement or letter of acceptance.

- सभी फर्मों से उनके उद्धरण के साथ वैध ITCC (Income Tax Clearance Certificate) प्रस्तुत करने के लिए कहा जाना चाहिए, और यह पहलू निविदा दस्तावेज़ में स्पष्ट रूप से उल्लेखित किया जाना चाहिए। जिन प्रस्तावों के साथ वैध ITCC नहीं होगा, उन्हें सामान्यतः नजरअंदाज किया जाना चाहिए।
- संविदा के तहत आपूर्ति की गई वस्तुओं के लिए कोई भुगतान नहीं किया जाना चाहिए, और आपूर्तिकर्ता के पास वैध और वर्तमान ITCC प्रस्तुत किए बिना भुगतान का दावा करने का कोई अधिकार नहीं होना चाहिए। यह पहलू समझौते या स्वीकृति पत्र में स्पष्ट रूप से दर्शाया जाना चाहिए।

Technical suitability:

- Bidders offers should be technically suitable.
- Technical scrutiny should not be resorted to in procedural manner.
- TS done in selected case where deviation to the specification have been indicated by bidder.
- Incase of procurement from sources for educational order.
- Purchase officers may get description, specification, drawing checked by technical department before issue of tender.
- Technical evaluation should be carried out within shortest possible time, not exceeding two weeks for open tender and one weeks for limited tender wherever consider necessary.

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- बिडर्स के प्रस्ताव तकनीकी रूप से उपयुक्त होने चाहिए। तकनीकी जांच केवल प्रक्रियात्मक तरीके से नहीं की जानी चाहिए।
- तकनीकी जांच उन चयनित मामलों में की जानी चाहिए, जहाँ बिडर द्वारा विशिष्टताओं से भिन्नता की सूचना दी गई हो। शैक्षिक आदेशों के लिए स्रोतों से खरीदारी के मामले में, खरीद अधिकारी निविदा जारी करने से पहले तकनीकी विभाग से विवरण, विशिष्टताएँ, और ड्राइंग की जांच करवा सकते हैं।
- तकनीकी मूल्यांकन को सबसे कम समय में, खुले निविदा के लिए दो सप्ताह से अधिक और सीमित निविदा के लिए एक सप्ताह से अधिक का समय न लेते हुए किया जाना चाहिए, जहाँ यह आवश्यक समझा जाए।

Acceptance of offers from unregistered and untried firms through advertised tender:

Un registered firms:

- Firm should furnish along with their quotation:
 - The name, full address of their bankers.
 - Performance statement in prescribed proforma regarding supply made by them against order received from other Rly and other agencies for similar stores in the past 3 years.
 - Details of equipment, possess for manufacturing the items.
 - Quality control, details of technical personal employed.
 - Earnest money and security deposit should be insist upon unless they are waived as per extant instruction.
- **In case fails to furnish the above their offer should be ignored.

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- अपजीकृत फर्मों के लिए:
- फर्म को अपने उद्घरण के साथ निम्नलिखित जानकारी प्रदान करनी चाहिए:
- उनके बैंकों का नाम और पूरा पता।
- निर्धारित प्रारूप में प्रदर्शन विवरण, जिसमें अन्य रेलवे और अन्य एजेंसियों से प्राप्त आदेशों के खिलाफ उन्होंने पिछले 3 वर्षों में समान वस्तुओं की आपूर्ति की जानकारी हो।
- उन वस्तुओं का निर्माण करने के लिए उनके पास उपलब्ध उपकरणों का विवरण।
- गुणवत्ता नियंत्रण और तकनीकी कर्मचारियों का विवरण।
- ईमानदारी जूमा (Earnest Money) और सुरक्षा जूमा (Security Deposit) की मांग की जानी चाहिए, जब तक कि वे मौजूदा निर्देशों के अनुसार माफ न किए जाएं।
- यदि उपरोक्त जानकारी प्रस्तुत नहीं की जाती है, तो उनका प्रस्ताव नजरअंदाज किया जाना चाहिए।

- At least 80% demand should be covered on registered/approved suppliers.
- Balance upto 20% quantity could be covered on unregistered firms whose capacity could not be tried by an educational order either but whose offers are competitive and prima facie the Railway is satisfied that they are capable of executing the order.
- कम से कम 80% मांग पंजीकृत/स्वीकृत आपूर्तिकर्ताओं से पूरी की जानी चाहिए।
- बाकी 20% मात्रा उन अपरंजीकृत फर्मों से पूरी की जा सकती है, जिनकी क्षमता को शैक्षिक आदेश द्वारा परीक्षण नहीं किया गया है, लेकिन जिनके प्रस्ताव प्रतिस्पर्धात्मक हैं और प्राइम फेस (prima facie) रेलवे संतुष्ट है कि वे आदेश को निष्पादित करने में सक्षम हैं।

Ordering on approved sources:

Railway Board's letter No.99/RS(G)709/1 dated 18.11.2016

- Issue of maintaining Part-I and Part-II categorization among the approved/registered has been decided to do away by Railway board. (Now not in use).
- Railway Board's letter No.2001/Rs(G)779/7 pt 2 dated 25.06.2018:
- Vendors have been categorized in two categories:

Developmental Vendors: Vendors found by RDSO as capable to develop the item under consideration.

Erstwhile (भूतपूर्व) part-II sources of RDSO(as on 31.12.2016 but not yet approved by RDSO) shall also be considered as developmental vendor, till they complete the pre-defined requirement as approved vendors.

- **Approved Vendors:** Sources categorized as approved vendors by RDSO.

- As per Railway Board letter no. 2021/RS(G)/779/7 dated 09.05.2025:
 - vendor categorization system followed by RDSO shall be adopted uniformly by all vendor approving agencies. In essence, the categorization of vendors as “approved” and “developmental” shall be applied uniformly across all vendor approving agencies.
 - No category of vendors other than "Developmental vendors" and "Approved vendors" can exist on a vendor directory on UVAM.

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- रेलवे बोर्ड का पत्र संख्या 99/RS(G)709/1 दिनांक 18.11.2016: पंजीकृत/स्वीकृत फर्मों में भाग-I और भाग-II श्रेणीकरण बनाए रखने का मुद्दा रेलवे बोर्ड द्वारा समाप्त करने का निर्णय लिया गया है। (अब यह प्रचलन में नहीं है।)
- रेलवे बोर्ड का पत्र संख्या 2001/RS(G)779/7 pt 2 दिनांक 25.06.2018:
- वेंडरों को दो श्रेणियों में विभाजित किया गया है:
- **विकासात्मक वेंडर (Developmental Vendors):** वे वेंडर जिन्हें RDSO ने उन वस्तुओं को विकसित करने के लिए सक्षम पाया है।
- **पूर्व (भूतपूर्व) भाग-II स्रोत (Erstwhile Part-II sources) of RDSO:** वे वेंडर जो 31.12.2016 तक RDSO द्वारा स्वीकृत नहीं किए गए थे, लेकिन उन्हें विकासात्मक वेंडर के रूप में माना जाएगा, जब तक वे स्वीकृत वेंडर के रूप में पूर्व-निर्धारित आवश्यकताओं को पूरा नहीं कर लेते।
- **स्वीकृत वेंडर (Approved Vendors):** वे स्रोत जिन्हें RDSO द्वारा स्वीकृत वेंडर के रूप में वर्गीकृत किया गया है।

Quantity Allocation:

- Total quantity to be ordered on **developmental sources** shall be limited **upto 20% of NPQ** in regular tenders.
- Approved Vendors shall be eligible for bulk order, as per predefined tender conditions.
- Where, there are not more than three Indian suppliers categorized as **approved vendor for an item**, **developmental vendors can be considered for placement of bulk order without any quantity restrictions (railway board letter dated 06.11.2018).**

Quantity Allocation:

- In this regard, a suitable tender condition should be incorporated in the tender.
- While considering such vendors, factors including past performance, capacity, delivery requirements, quantity under procurement, nature of item, outstanding order load etc. shall be considered in a transparent manner, subject to rates being reasonable. Quantity allocation among eligible vendors shall be based on pre decided tender criteria. Suitable condition in this regard shall be made part of tender conditions.

- विकासोत्तमक स्रोतों पर कुल आदेश की मात्रा नियमित निविदाओं में **NPQ** का 20% तक सीमित होगी।
- स्वीकृत वेंडर निर्धारित निविदा शर्तों के अनुसार बल्क आदेश के लिए पात्र होंगे।
- जहाँ किसी वस्तु के लिए अनुमोदित विक्रेता के रूप में वर्गीकृत तीन से अधिक भारतीय आपूर्तिकर्ता नहीं हैं, वहाँ थोक ऑर्डर देने के लिए विकासोत्तमक विक्रेता पर विचार किया जा सकता है।
- इस संबंध में, एक उपयुक्त निविदा शर्त निविदा में शामिल की जानी चाहिए।
- ऐसे वेंडरों पर विचार करते समय, पिछले प्रदर्शन, क्षमता, डिलीवरी आवश्यकताएँ, खरीदारी के तहत मात्रा, वस्तु का प्रकार, लंबित आदेश लोड आदि सहित विभिन्न कारकों को पारदर्शी तरीके से ध्यान में रखा जाएगा, बशर्ते कि दरें उचित हों।
- पात्र वेंडरों के बीच मात्रा का वितरण पूर्व निर्धारित निविदा मानदंडों के आधार पर किया जाएगा। इस संबंध में उपयुक्त शर्त निविदा शर्तों का हिस्सा बनाई जाएगी।

Splitting of tender quantity:

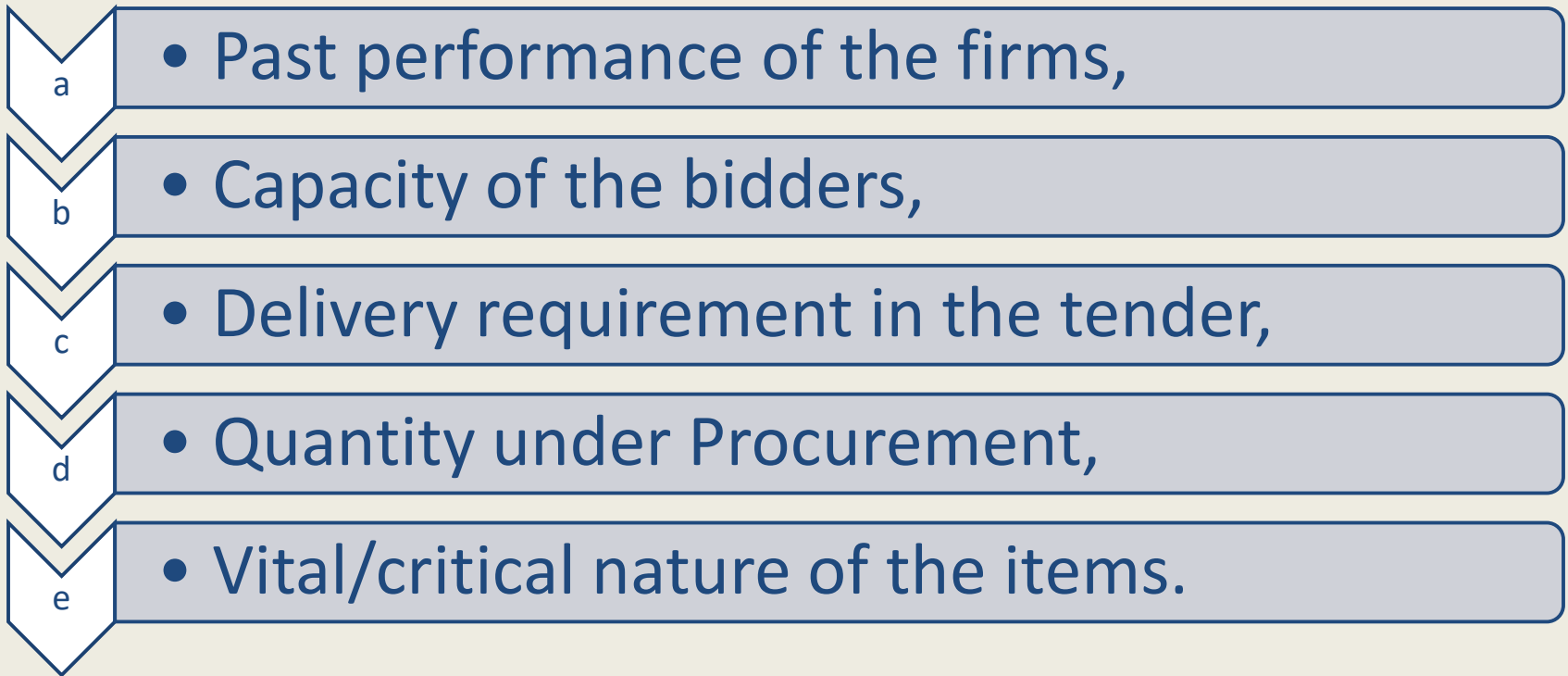
Railway Board's letter No. 99/RS(G)/779/2 Pt
dated 11.02.2016:

- ❖ Case of no prior decision to split the order:
- ❖ Case of pre-decided splitting of order:

Case of no prior decision to split the order:

- Normally full order should be placed on L-1 firm.
- After due processing it is discovered that the quantity to be ordered is more than what L-1 alone is capable of supplying.
- There was no prior decision to split the quantities.
- Aspect should be recorded in TC minutes/ acceptance in direct acceptance case.
- Quantity distributed among the bidders will be fair, transparent, and equitable.

The manners of splitting on the following parameters:

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- a • Past performance of the firms,
 - b • Capacity of the bidders,
 - c • Delivery requirement in the tender,
 - d • Quantity under Procurement,
 - e • Vital/critical nature of the items.

Splitting should not be done merely with a view to utilizing developed capacity of the different sources but should be for valid reason to be recorded in writing for splitting the tender quantity.

Case of pre-decided splitting of order:

- Railway may decided in advance to place order on more than one sources in terms of the critical/ vital/ safety nature of the item large quantity under procurement & urgent delivery:

- on account delivery requirement in tender,

- past performance,

- capability of bidders,

- quantity under procurement and vital/safety nature of items.

Zone of consideration of such eligible tenderers will be the right of the purchaser.

The zone of consideration means:

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- dynamic mix of inter-se position of firms

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- supply performance of the firms

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- quantity being procured

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- critically of item and lead time of supply of the item

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- number of established suppliers, their capacity etc.

- Whenever such splitting of the procurable quantity is made, the quantity distribution will depend upon the differential of rate quoted by the tenderers.
- Other aspect adequate capacity-cum capability, satisfactory past performance of the tenderers, outstanding order load for the Railway making the procurement, quoted delivery schedule.



Price differential between L1 & L2	Qty distribution ratio between L1 & L2
Upto 3%	60:40
More than 3% & upto 5%	65:35
More than 5%	At least 65% on L1, for the quantity to be ordered on the L2 tenderer TC/TAA .

- Normally, where splitting is done effort should be made to see that order are placed in one rate i.e. lowest acceptance rate. Differential rate can be considered on merit of the each cases. While splitting the tender quantity lowest acceptable rate can be counter offered to the higher tenderer.
- But it should not be interpreted that making counter offer is mandatory before any consideration of differential rate when quantity is proposed to be split between more than one firms. The procedure of counter offer may be kept in view while splitting tender quantity. However it is open to Railway to decide, depending upon merit of the each case. To either counter offer the lowest acceptable rate while splitting the tender quantity or placed order on differential rate.

- Criterion for evaluation of offers/deciding inter-se position of bidder should be clearly mentioned in tender documents i.e. in case of multi-item or single item with multi consignee, as to whether inter-se position will be decided item wise/consignee wise or total value as whole.
- In case stipulation has not been mentioned tender documents the inter-se position of the bidder shall be decided based on the total value of the tender for all items and all consignee and not on the basis of individual items or individual consignee.

- If splitting of quantity is required to be done by ordering tenderers higher than the L-2 tenderer, then the quantity distribution proportion against the tenderers will be decided by transparent/logical/equity.
- The purchaser reserves the right to counter offer the lowest acceptable rate for bulk ordering to the higher tenderer(s). In the event of rejection of such counter offer(s) the purchaser will reserve the right to decide on the quantity distribution ratio/proportion.

- Ordering on approved vendors and developmental order shall not construe splitting of procurable quantity.

- If L1: Development firm
- L2: Approved firm
- L3: Approved firm
- L4: Approved firm
- Rate difference between L2 & L3 comes within the range of 3% to 5 %.

Quantity Allocation:

- L1: 20% of NPQ
- L2: 65 % of 80 % of NPQ
- L3: 35% of 80% of NPQ

- If L1: Approved firm
- L2: Development firm
- L3: Development firm
- L4: Approved firm
- Rate difference between L1 & L4 comes within the range of 3% to 5 %.

Quantity Allocation:

- L1-65%
- L2 & L3: 20% of 35% of NPQ
- L4- Balance Quantity.
- Development firm should not be at a higher rate than approved firm.

- In a tender of Splitting clause, quantity distribution in among three sources If rates of L1, L2 and L3 comes within the range of 3 %.

- $L1 + L2 + L3 = 100$
- $L1/L2 = L2/L3 = 60/40 = 3/2$
- $L1/L2 = 3/2$, $L2 = L1 \times 2/3$ and
- similarly $L3 = L2 \times 2/3 = L1 \times 2/3 \times 2/3 = L1 \times 4/9$
- $L1 + L2 + L3 = 100$
- $L1 + 2L1/3 + 4L1/9 = 100$
- $L1 = 47$, $L2 = 31$ & $L3 = 22$ (Approx)

Procurement from (OEM's) manufacturers or authorized agent / dealers

- (a) (i) In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/Product in the same tender.
- (ii) In a tender, if Indian agent on behalf of the Principal/OEM or Principal/OEM bids simultaneously for the same item/product in the same Tender, then both the offers will be considered ineligible and will be summarily rejected.

- (b)(i) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- (ii) If an agent submits bids on behalf of the Principal/OEM and also on behalf of another Principal/OEM in the same tender for the same item/Product, then Both offers will be considered ineligible and will be summarily rejected.
- (c) Also a “100% Indian Subsidiary” of the foreign firm cannot bid through another agent.
- “In case of imported goods, where the agent directly imports the goods in its own name or by the OEM on whom the order is placed, the submission of copies of import documents (Bill of Entry) is mandatory and the same should accompany the supplies.”

Receipt of Single offer:

Auth: Rly Board L/No.88/RS(G)/779/14 pt dt 12.03.2015.

		Remarks
LT (1 st time)	Single offer	Normally Re-tender In case of urgency *NS items Urgency- certified by Indenting department. For stock items urgency to be certified by stores departments. Upto Rs.10 lakhs-JAG, Above Rs.10 lakhs-SAG
LT(RT)	Single offer	Normal acceptance shall be followed. (subject to certification of reasonableness of rate)
AT	Single offer	Normal acceptance shall be followed. (subject to certification of reasonableness of rate)

*These power are to be exercised in urgency subject to tender enquiry have been issued to last supplier and price obtained being reasonable. Details reason should be recorded by purchases officers.

Acceptance of deviation clause:

- Acceptance of deviation clause from IRS conditions of contract without prior concurrence:
- **Direct acceptance:** One level higher than normal power acceptance but not below the JAG.
- **TC Case:** Normal power of acceptance of tender.

Auth: Rly Bd L/No.2007/RS(G)779/1 dt 04.04.08

Sample:

- In case of tender for supply stores, when samples are required to be submitted along with the tender, the sample shall be tested and the tender committee proceeding should contain their specific comments on the samples.
- The capacity, credential and financial status of the tenderer(s) should be investigated and only if these are found satisfactory, the contract should be awarded.

Delivery:

- As per IRS Clause 7.4, “The time for and the date specified in the Contract or as extended for the delivery of the Goods shall be deemed to be of the essence of the Contract and delivery must be completed not later than the date so specified or extended”.
- The delivery terms provided in the contract should not be vague.
- Specific date should be indicated in the purchase order, by which supplies should be completed by the suppliers both in case of entire and several contract.

- The delivery period in stores procurement shall be reckoned from the date of issue of advance PO/ letter of advance acceptance/letter of acceptance.
- Tenderers should invariably quote firm delivery as stipulated in electronics tender SOR.
- In case of ex-stock offers, the dispatch of stores should be effected within 7 days of the receipt of order.
- In case of Inspection by TPI, before dispatch, extra time of 3 weeks will be allowed to cover time in inspection.

- In case of local delivery/outstation dispatch sent by lorry, the date on which material are actually received/ delivered to consignee will be taken as date of delivery.
- Tenderer should note that as contract shall be entered into on severable contract basis only.
- PO shall be issued on severable contract basis with delivery of specific units of materials shall be completed within each months or within specific period duly taking into account our delivery requirements.
- Failure on part of supplier to complete of each installment with specific period or within specified date indicated in PO shall be treated as breach of contract on part of supplier & purchaser shall have right to take necessary action.

Delivery terms:

- The purchaser will prefer free delivery by road at consignee's end.
- In case of offer is submitted on the basis of FOR- station of dispatch, without indicating freight/delivery charges, the supplier shall agree to dispatch the stores by road on free delivery to consignee on freight pre-paid basis and claim reimbursement of the lower of road/rail freight.
- In case an offer on FOR station of dispatch is accepted with mode of dispatch by Rail, the supplier shall agree to book the stores by train for wagon loaded consignment and passenger/parcel train for smalls. Reimbursement of pre-paid freight element may be obtained through bill.
- In case of mode of dispatch by Road date of delivery at consignee end shall be considered as date of delivery.
- In case of dispatch by road FOR Ex works or station of dispatch will not be acceptable.

- Mode of dispatch should be preferably by road/ personal courier, directly to the consignee end.
- For such mode of dispatch, the date of receipt of material by consignee will be taken as date of delivery.
- Mode of dispatch should be road on FOR destination basis.
- In case of tenderer quote ex-works or ex-Godown price, they should invariable indicate the total freight charges i.e. from their ex-works or ex-Godown to destination.
- In the event of any tenderer does not specifically record anything about place of delivery In his offer.
- It is assumed that, tenderer will bear the freight and the offer is for freight free delivery at destination.

- **Advice of dispatch of Stores:** The supplier should ensure that Railway receipt/PWB under which the materials is booked to a Railway consignee are prepared in favor of Consignee not '**Self**' failing which they will be required to take delivery themselves and deliver the consignment to the consignee.
- **Packing Conditions:** Material should be supplied with packing conditions specified in P.O. or it should be supplied with standard packing which can withstand transit damage, handling and proper storage.

Negotiation [GFR 173 (xiv)]:

- Conducting negotiation is an exceptional rather than the rule, may resorted to only under following circumstances:
 - Where all the tenders are considered to be unreasonably high in value and it is felt that re-tendering would not secure better advantage to the Railway.
 - Lowest tender is technically not acceptable or is rejected because of unsatisfactory credential, inadequacy of capacity unworkable rates, and the next higher offer to be considered in accordance with the established procedure is found to be unreasonably high.
 - Where in case of proprietary item of stores, the price quoted is considered unreasonably high.

- The decision, whether to invite fresh tender or negotiate and in the later case, with whom to negotiate, should be taken by competent authority, after recommendation of the tender committee.
- The tender committee has to make a careful examination of all the aspect including physical and capacity of firm in regards to various reason for which any tender is overlooked and only the remaining tenderer(s) are called for negotiation.

Procedure for conducting Negotiation:

- Negotiation is to be conducted only with the lowest technically acceptable tenderer.
- Revised bids should be obtained in writing/online from selected at the end of the negotiation.
- In case any tenderer(s) prefer to send revised bids in stead of being present at the negotiation, the offers should be taken into account.
- The revised bids so obtained should be read out to those tenderers or such of the representative of the tenderers as are present, immediately after completing the negotiation.

- The tenderer to be called for negotiations should be asked to give his consent that the rates originally quoted by them shall remain open for acceptance in the event of failure of the contemplated negotiations.
- Firms submitting late/delayed tender/post tender should not be called for negotiation as these should be totally rejected.

- There should be no compromise to transparency, equity or fair treatment in acceptance of tender. Prescribed time-frame of setting tenders is to be strictly adhere to.

- Counter offer to L-1, in order to arrive at an acceptable rate shall amount to negotiation.
- Any counter offer to L-2, L-3, etc in case of splitting of quantities, as pre-disclosed in tender, shall not be deemed to negotiation.
- In cases where the rate of highest tenderer within the zone of consideration, rate is reasonable, and a counter offer is made only to economies the purchase, then the same may be done simultaneously to all tenderers within the zone of consideration.

Auth:Rly Bd L/No.99/RS(G)779/2 date
22.10.2008.

The Procuring Entity may cancel the process of procurement or reject all bids under the circumstances mentioned below:

- If the quantity and quality of requirements have changed substantially.
- There is an un-rectifiable infirmity in the tender process.
- When none of the bids is substantially responsive.
- None of the technical Proposals meets the minimum technical qualifying score;
- If effective competition is lacking.

- The Bids/Proposals prices are substantially higher than the updated cost estimate or available budget;
- If the bidder, whose bid has been found to be the lowest evaluated bid, fails to sign the procurement contract, or fails to provide the performance security as may be required or otherwise withdraws from the procurement process, the Procuring Entity shall re-tender the case.
- It may be noted that once a Tender is retendered, the bids in the old tender cannot be revived and reconsidered, as per the Indian Contract Act, even if prices received in the new tender turn out to be higher.

Before retendering, the procuring entity is first to check whether, while floating/issuing the enquiry, all requirements, and formalities such as standard conditions, industry-friendly qualification criteria, technical and commercial terms, wide publicity, sufficient time for tendering, and so on, were fulfilled. If not, a fresh enquiry is to be issued after rectifying the deficiencies.

Question

Q1. Where there is less than three Indian supplier categorized as approved vendor for an item, developmental order may be given upto of NPQ on one or more vendors approved as developmental vendors.

- A. 15 %
- B. 20 %
- C. 50 %
- D. Full Quantity

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Question

Q2. In pre-decided of splitting, if price difference between L1 & L2 is more than 3 % but less than 5 % the quantity ratio between L2 & L1 is:

- A. 60:40
- B. 65:35
- C. 80:20
- D. None of the above

Question

Q2. In pre-decided of splitting, if price difference between L1 & L2 is more than 3 % but less than 5 % the quantity ratio between L2 & L1 is:

A. 60:40

B. 65:35

C. 80:20

D. None of the above

Question

Q3. In case on Non stock items of 14 lakh tender value single offer is received, then urgency certified by:

- A. JAG Purchase officer
- B. SAG Purchase officer
- C. SAG Indenting officer
- D. SAG Account officer

Question

Q3. In case on Non stock items of 14 lakh tender value single offer is received, then urgency certified by:

- A. JAG Purchase officer
- B. SAG Purchase officer
- C. SAG Indenting officer
- D. SAG Account officer

Question

Q4. If a firm is Approved/downgraded/removed/suspended/banned after the opening of the tender, how will this change be taken into account?

- A. It will not be taken into account
- B. It will be taken into account while deciding tenders
- C. It will only be taken into account in case of downgrading/removal/suspension/banning
- D. It will only be taken into account in case firm is approved after the opening of the tender

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Question

Q5. Under what circumstances can developmental vendor can be consider for bulk order without quantity restriction

- A. When there are no Indian suppliers categorized as approved vendors for a particular item
- B. When the developmental vendors have quoted the lowest rates
- C. When the approved vendors are unable to meet the delivery requirements
- D. When the approved vendors have quoted unreasonably high rates

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- D. When the approved vendors have quoted unreasonably high rates

Question

Q6. Wherever there is a restriction policy to procure the item from approved sources, How much quantity shall be ordered on Approved Sources

- A. Minimum 80% of tendered Quantity
- B. Maximum 80% of tendered quantity
- C. Maximum 80% of NPQ
- D. Minimum 80% of NPQ

Question

Q6. Wherever there is a restriction policy to procure the item from approved sources, How much quantity shall be ordered on Approved Sources

- A. Minimum 80% of tendered Quantity
- B. Maximum 80% of tendered quantity
- C. Maximum 80% of NPQ
- D. Minimum 80% of NPQ

Question

Q7. If an agent submits bids on behalf of the OEM and also on behalf of another OEM in the same tender for the same item/Product, then.

- A. The Lowest offer shall be considered
- B. Then Both offers will be considered ineligible and will be summarily rejected
- C. Agent shall required to submit tender specific authorization from both the OEMs
- D. Agent will be asked to withdraw bid of any OEM

Question

Q7. If an agent submits bids on behalf of the OEM and also on behalf of another OEM in the same tender for the same item/Product, then.

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Question

Q8. In case cartel formation is suspected. Railways may

- i. place order on one or more firms without assigning any reasons.
- ii. The firms who quote in cartel, their names are likely to be deleted from approved list.

- A. Only (i) is true
- B. Only (ii) is true
- C. Both (i) & (ii) are true
- D. Neither (i) nor (ii) is true

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- D. Neither (i) nor (ii) is true

Question

Q9. Consider following statements :

- i. SD from successful tenderer should be received in purchase office within 21 days from the date of communication of acceptance.
- ii. If firm fails to submit SD in time, CMM shall have full power for such condonation.

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- D. Neither (i) nor (ii) is true

Question

Q10. Consider following statements :

- i. All vendors exempted from submitting SD, shall be required to sign a bid securing declaration.
- ii. In case where available EMD amount is less than required SD and the successful tenderer does not deposit the balance SD amount within stipulated time, then EMD shall be forfeited and case be dealt with as failure of firm to execute the contract.

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Question

Q11. In a tender, firm A quoted basic rate @ 100/- + GST 12%, and B quoted @98 /- + GST 18%. Actual GST rate for that HSN is 18%. Order shall be placed on:

- A. Firm A at his quoted all inclusive rate.
- B. Firm B at his quoted all inclusive rate.
- C. Firm A at quoted all inclusive rate but GST@18% inclusive.
- D. Offer of A shall be passed over.

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- C. Firm A at quoted all inclusive rate but GST@18% inclusive.
- D. Offer of A shall be passed over.

Question

Q12. Payment terms for Machinery & Plant items: payment will be allowed after receipt of the machine in good and acceptable condition at consignee's end against inspection certificate and the supplier's challan certified by the consignee Gazetted Officer. Balance payment will be made on successful installation, commissioning and testing of the machine and also furnishing of a Bank Guarantee towards warranty obligations of the contractor for of the value of the machinery or plant.

- A. 80%, 10%, 10%
- B. 90%, 10%, 10%
- C. 80%, 20%, 10%
- D. 90%, 10%, 5%

Question

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A. 80%, 10%, 10%

B. 90%, 10%, 10%

C. 80%, 20%, 10%

D. 90%, 10%, 5%

Question:

Q13. In urgency, to get supply at the earliest, Railway may incorporate in the tender.

- A. Option Clause
- B. Time preference Clause
- C. PVC
- D. Force majeure Clause

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Question:

Q14. In the event of cartel formation is suspected, purchaser also reserves the right to refer the matter to?

- A. Railway Board
- B. Competition Corporation of India
- C. RDSO
- D. Competition Commission of India

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Question:

Q15. In case of no prior decision to split the order, which factor is NOT considered while distributing the quantity among other bidders?

- A. Past performance
- B. Capacity
- C. Delivery requirements
- D. Quoted rates

Question:

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Question:

Q16. In a tender with PVC applicable, If a tenderer quotes with a price escalation formula different from the one prescribed in the tender schedule, what will be the consequence?

- A. The offer will be accepted with PVC as applicable in tender.
- B. The offer will be summarily rejected.
- C. The offer will be considered after negotiation.
- D. The offer may be ignored.

Question:

Q16. In a tender with PVC applicable, If a tenderer quotes with a price escalation formula different from the one prescribed in the tender schedule, what will be the consequence?

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- C. The offer will be considered after negotiation.
- D. The offer may be ignored.

Question:

- Q17. Under what circumstances can the book examination clause be invoked by the Purchaser?
- A. If the rates quoted by the firm are unreasonable high with due regard to previous purchase rates and price trends.
 - B. If the rates quoted by the firm are higher than the estimated cost.
 - C. If the rates quoted by the firm are lower than the estimated cost.
 - D. If firm does not reduce price during negotiation.

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- D. If firm does not reduce price during negotiation.

Question:

Q18. If the contractor fails to allow examination of its books within the specified period, what action can the purchaser take?

- A. Impose a penalty on the contractor.
- B. Reduce and determine the contract price according to the purchaser's best judgment.
- C. Terminate the contract.
- D. Both (b) and (c).

Question:

Q18. If the contractor fails to allow examination of its books within the specified period, what action can the purchaser take?

- A. Impose a penalty on the contractor.
- B. Reduce and determine the contract price according to the purchaser's best judgment.
- C. Terminate the contract.
- D. Both (b) and (c).

Question:

Q19. If a longer/shorter warranty/ guarantee period is specified in the technical specifications or other contract documents, which period will prevail?

- A. The standard warranty period as per IRS conditions of contract.
- B. The warranty period specified in the technical specifications or other contract documents.
- C. The longer of the two warranty periods.
- D. The shorter of the two warranty periods.

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Question:

Q.21 For stores tenders invited through single packet system, the level of Tender Committee to consider the tendered offers will be decided based on----

- A. The lowest offer received
- B. Estimated Value of the tender
- C. The lowest acceptable offer as per the technical note
- D. Highest offer in the zone of consideration

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Question:

Q22. In case of pre-decided split ordering, if the price differential between L1 and L2 is 3.1%, what is the recommended quantum of percentage of tendered quantity which can be given to L2?

- A. 40 %
- B. 50 %
- C. 100 %
- D. 35%

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The image features a scenic mountain landscape with a central purple diamond containing the text "THANK YOU". The background is a composite of mountain peaks, valleys, and a lake, framed by a dark, repeating geometric pattern of rounded hexagons. The central diamond is a vibrant purple-to-pink gradient. The text "THANK YOU" is written in a bold, white, sans-serif font, centered within the diamond. The overall composition is modern and visually appealing, suitable for a presentation or a thank-you card.

**THANK
YOU**