## Role Of Mechanical in Store Tender

Prof/RST

From the point of view of indenting, the requirement of materials for PU/Workshop /LCDs can be divided into following three categories:

(i) Stock items – These are items of regular requirement which are stocked in the stores depot and indented by Stores department.
(ii) Non stock items – These are the items which are indented as and when required.

#### Classification of Stock items -

- The Stores Department is required to give a service of making thousands of items available to the indenters when required.
- There are approximately one lakh eighty thousand such items all over the Railways stocked in 259 stores depots.
- To give this service we have to maintain stocks of a large number of items known as "Stock items"
- whereas for other items, which are not frequently required or having one time requirement, no stocks are maintained.
- These items are purchased as and when required to meet specific demands and are called "Non-stock items".

#### These stock items are classified further as under-

- 1.**Ordinary Stores**: These are generally such items of stores for which there is a regular turn over caused by a constant demand
- 2. Emergency stores: The stores depots are also required to stock certain items of stores even though they do not have a regular turn over. These are emergency stores and comprise of items which do not ordinarily wear out or require renewal but which are required to be kept in stock to meet emergency due to breakage or unanticipated deterioration. These items are not readily available in the market and as such would require a long time for procurement in case they are not stocked.

- 3. **Surplus Stores**: Stores, which have not been issued to any user for past 24 months or more, are classified as Surplus Stores.
- These are of two kinds- 'Moveable surplus' and 'Dead surplus'. Dead Surplus which are to be disposed off.
- 4. **Special Stores**: The items of stores required for works and other special purposes i.e. other than for 'operation' or 'ordinary maintenance and repairs' are called "Special Stores". Generally such items are dispatched directly to the users without being stocked in a stores depot.

- 5. **Custody Stores**: Stores which have been purchased for special works and charged to such works but left in the custody of stores department are called custody stores.
- Mainly used for construction of rolling stock sanctioned under the capital or revenue programme.
- The stores depot should keep them in safe custody, proper numerical records being maintained by it.
- 6. **Inactive stores**: Items which have no issues for last 12 months, and stocks exists are called inactive or non-moving items.

- 7. **Imprest Stores**: These items are required for day-to-day operation of services and maintenance of the activity.
- Imprest stores may be either charged off stores or may be kept in capital account head also.
- The senior supervisor in-charge of the unit like running sheds, train examination depots; Chief Signal Inspector, Electric Foreman etc. are allowed to maintain stocks of nominated items of stores for this purpose. These stores are called imprest stores.
- The limits up to which the stocks are to be kept are also specified while sanctioning such items and are generally fixed as 2 or 3 months requirement.

# Sources of Materials for shops and maintenance depots:

Materials for jobs undertaken in the workshops are obtained from following sources:-

- a. Workshop Stores Main Depot, attached to workshops.
- b. General Stores Depot
- c. Other Division or Railways
- d. Workshops (manufactured items)

- e.Orders placed by Principal Chief Material Manager (PCMM) for direct delivery of non-stock items M&P items from suppliers against orders placed by PCMM/COFMOW (Central Organization for Modernization Of Workshops)
- f. Government e Marketplace (GeM) (Reference railway Board letter number 88/RSG dt. 22.9.2017 and number 2016/RSM/GEM DT 11-5-2018).

- The essence of purchasing is rational source selection.
- Registration of firm as approved suppliers should be done carefully after assessing the Capacity-cum-capability of the firms and the checks prescribed by the Ministry of Railways from time to time should be rigidly carried out by the Railways.
- Vendors to possess valid Digital Signature
   Certificate Class III b with company name at the time of registration / renewal.

- The monetary limits should be carefully fixed keeping in view the Banker's reports, capacity and capability of the firm and other financial information indicated in the balance sheets, profit and loss statements.
- The monetary limit so laid down, does not, however, debar a firm from getting orders in excess of the monetary limit or for other groups of stores provided the Railways are satisfied about the capacity-cum-capability of the firm and requisite security deposit is obtained as is being done in the case of unregistered firms.

- Firms who are pre-inspected by D.G.S & D., RDSO or R.I.T.E.S. and considered fit for inclusion in approved list by one Railway should be considered for inclusion in the list of other Railways as well.
- Registration of firm done on the lines enumerated above should be treated as provisional only until the firm has executed satisfactorily one order, and
- once the registration has been confirmed no discrimination should be made in the tenders received from these registered firms.

- Earlier instructions on Vendor Evaluation were issued by the Railway Board vide their letter No. 88/RS(IC)/751/5 dated 16.05.1991.
- Later Board vide their letter No.95/RS(IC)/164/34 dated 25.10.1995 constituted a Multi Disciplinary Expert Committee of Officers from Stores, Accounts, Mechanical Branches and RITES to suggest a Evaluation System.
- Based on the recommendation of the Expert
  Committee Board has intimated an evaluation
  procedures for vendors on Indian Railways and
  Production Units.

- This evaluation is based on purchase order placed in a period of three years subject to the condition that the total number of purchase orders is not less than three.
- The further conditions are as under: -
- (i) Vendor evaluation shall not be applicable to purchase order below Rs. 40000.
- (ii) Vendor evaluation should be done every six months.
- (iii) Vendors with less than 30% vendor rating should be considered for deletion from the list of approved suppliers.

# Vendor capability/ performance, For RDSO approved firms

- While approving the firms, an undertaking may be obtained from them that they will not be part of a cartel with other vendors and will be quoting competitive rates in the tenders.
- The firms who quote in cartel may be warned that their names are likely to be deleted from the list of approved vendors.
- All cases of cartel formation is to be reported to —THE COMPETITION COMMISSION OF INDIA (CCI), New Delhi.

- The procedure for approval of firms should be made more transparent and
- the details of the procedure for approval of new firms may be put on the web-site and also published in a form of a booklet for information of the vendors.
- Time frame and the criteria for approval of new vendors as well as for upgrading from Part-II to Part-I category may be clearly indicated.

On the recommendation of Task Force on tendering procedure, the following guidelines are issued:(1) Railways may invite global tender for items wherever cartel formation is repeatedly noted by indigenous sources.

- (2) While inviting such tenders, the condition of procurement of bulk supply from RDSO approved sources should be dispensed with as tender condition.
- (3) In such global tenders, bulk quantity orders may be placed on potential indigenous / overseas suppliers, capable to supply the item.

- (4) The capability & capacity of such potential indigenous / overseas supplier should be evaluated by inclusion of desired conditions stipulations in the tender. However, such condition should not aim to restrict the competition.
- (5) It must be ensured that the procurement made through such Global tenders is cost effective with respect to the rates obtained in cartel formation situation.

- RDSO has devised format for customer feedback and circulated to all COSs under their letter No. MW/IL/Vendor Performance dt. 23.06.03.
- Thus for all those items where vendor approval is dealt by RDSO, it is requested to send the item-wise information in the above said prescribed format to RDSO on half yearly basis i.e. for the period ending June & December every year.

Vendor assessment and approval for Critical & Safety Items-

- i) For that category of Critical & Safety Items where PUs are permitted to develop new sources (as categorised by RDSO & circulated to all Railways & Production Units),
- the first inspection of the bulk procurement must be carried out by RDSO & final approval of the vendor on successful completion of the first bulk order, the vendor be incorporated in RDSO's approved vendor list for reassessment by RDSO.

- ii) In case of Diesel items, the PUs may develop & register vendor which are essential to continue the ongoing indigenisation programme for the locomotives.
- iii) Periodic re-certification of all vendors included in RDSO's vendor list will be done only by RDSO.

Authority: Bd's letter No 99/RS/(G)709/1Pt. I dated 11.03.2005 (Annexure I/4-22)

# Vendor capability/ performance, Developing new sources

- To follow transparent system of approval of sources Railways/PUs should call expression of interest by giving wide publicity for development of sources for those items where the approved sources are not adequate and where problems of cartel formation is suspected and high rates are quoted.
- While implementing the above, following may be kept in view:

- Automatic Registration of SSI Units Registered with NSIC.
- SSI Units applying for registration/renewal should be asked to get themselves registered first with NSIC.
- All Non-NSIC registered SSI units already on the approved list of the Railways should be got screened by NSIC afresh.
- If NSIC rejects any of them upon screening, they should be removed from Railway's approved list.
- No fee or cost of application form, questionnaire etc. is to be charged from the firms, which are already registered with NSIC and seek registration on Railways.

- An order for banning/suspension passed for certain specified period shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/banning passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.
- Railways should ensure that before sending the proposal for suspension or banning of business to Board, the name of the defaulting firm is removed from their list of approved sources.

- To vet was originally a horse-racing term, referring to the requirement that a horse be checked for health and soundness by a veterinarian before being allowed to race. Thus, it has taken the general meaning "to check". It is a figurative contraction of veterinarian, which originated in the mid-17th century.
- Technical vetting may be defined as the process of thoroughly investigating/checking the technical aspects of the documents during the process of material procurement, before making a decision to go forward.

Essential Technical particulars need to be checked are-

- Scope of supply and, end use of the required goods;
- All essential technical, qualitative, functional, environmental and performance characteristics and requirements(such as material composition, physical, dimensions and tolerances, workmanship and manufacturing process wherever applicable; test schedule; if any), including guaranteed or acceptable maximum or minimum values, as appropriate.

- Whenever necessary, the user may include an additional format for guaranteed technical parameters (as an attachment to the bid submission sheet), where the bidder shall provide detailed information on such technical performance characteristics in reference to the corresponding acceptable or guaranteed values;
- Drawings;

- Requirement of the BIS mark, where applicable, mentioning all parameters where such a specification provides options;
- Requirement of an advance sample, if any, at the post contract stage before bulk production;
- Special requirements of preservation, packing and marking, if any;
- Inspection procedure for goods ordered and criteria of conformity;
- Requirements of special tests or type test certificate or type approval for compliance of statutory requirements with reference to pollution, emission, noise, if any;

- Other additional work and/or related services required to achieve full delivery/completion, installation, commissioning, training, technical support, after-sales service and
- Annual Maintenance Contract (AMC) requirements, if any;
- Warranty requirements;
- Qualification criteria of the bidders, if any; and
- Any other aspects peculiar to the goods in question such as shelf life of the equipment, and so on

## **Technical suitability**

- The description, specifications, drawings and other technical terms and conditions are examined by TC in general and technical member(s) of the TC in particular.
- Nobody outside the TC should be allowed to determine this evaluation.
- Even if an external expert's advice and report is obtained, it is still the responsibility of the technical member(s) in particular and the TC in general to accept/ reject or modify the evaluation contained in such a report/evaluation.

#### **Technical suitability**

- The tender document should clearly state whether alternative offers/makes/models would be considered or not and, in the absence of an express statement to the effect, these should not be allowed.
- An important document is the exceptions/deviation form submitted by the tenderer.
- It is important to judge whether an exception/deviation is minor or major.

## **Technical suitability**

- Minor exceptions/deviations may be waived provided they do not constitute any material deviation and do not have significant financial impact and, also,
- would not prejudice or affect the ranking order of the price bid.
- Exceptions deviations should not grant the tenderer any undue advantage vis-à-vis other tenders and Procuring Entity.

- **Negotiations: -** The selection of contracts by negotiations is an exception rather than the rule and may be resorted to only under the following circumstances :--
- a. Where all the tenders are considered to be unreasonably high in value and it is felt that retendering would not secure better advantage to the Railways; and /or
- b. Where the lowest tender is technically not acceptable or is rejected because of unsatisfactory, credentials, inadequacy of capacity or unworkable rates, and the next higher offer to be considered in accordance with the established procedure is found to be unreasonably high.

#### **Negotiations: -**

- c. Where in the case of proprietary items of stores, the price quoted is considered to be unreasonably high.
- It should be ensured that, except where a single quotation has been received in response to call of Open Tenders, the number of tenderers to be called in for negotiation is not less than two.
- The decision whether to invite fresh tenders or to negotiate and in the latter case, with whom to negotiate, should be taken by the competent authority after obtaining the recommendations of the Tender Committee.

- After the competent authority has decided to call specific Tenderers for negotiation, the following procedure should be adopted:-
- The tenderers to be called in for negotiations should be addressed as laid down in Board's letter No. 61/WIII/CT/24 dated 31st October, 1965 (Annexure-II/4-10) so that the rates originally quoted by them shall remain open for acceptance in the event of failure of the contemplated negotiations.

- a.Revised bids should be obtained in writing from the selected tenderers at the end of the negotiations as indicated in the Annexure to Board's letter No.61/WII/CT/24 dated 31st October 1965
- b.In case however, any of the selected

  Tenderer prefers to send a revised bid

  instead of being present at the negotiation,
  the offer should be taken into account.

- d. The revised bids so obtained should be read out to those tenderers or such of the representatives of the tenderers as are present, immediately after completing the negotiations. Board's letter No. 64/W5/DL/SE6 dt 21st July 1964.
- **e**. Firms submitting late/delayed/post tender/offers should not be called for negotiations as these should be totally rejected.
- The above instructions regarding negotiations should be followed in respect of all contracts works, stores, etc. except specialised work.
- Negotiation is to be conducted only with the lowest technically acceptable tender.
- However, it should be noted that negotiations are to be held as an exception not as a rule.

- Where warranted, the tendered quantity may be split and tender decided in favour of one or more firms on merits of each case in consultation with Associate Finance and with the approval of the authority competent to accept the tender having due regard to the following factors:--
- i) Vital/Critical nature of the item;
- ii) Quantity to be procured;
- iii) delivery requirements;
- iv) capacity of the firms in the zone of consideration; and
- v) Past performance of firms;,
- Valid reasons to be recorded in writing for splitting the tendered quantity

- Normally where splitting is done effort should be made to see that orders are placed at one rate, namely lowest acceptance rate.
- Differential rates can be considered on the merit of the each case.
- While splitting the tender quantity lowest acceptable rate can be counter offered to the higher tenders which does not amount to negotiations.
- But it should not to be interpreted that making counter offer is mandatory before any consideration of differential rates when quantity is proposed to be split between more than one firm.

- The procedure of counter offer may be kept in view while splitting the tender quantity.
- However it is open to the Railway's to decide, depending upon the merit of the each case, to either counter offer the lowest acceptable rate while splitting the tender quantity, or place order on different rates.
- If after due processing, it is discovered that the quantity to be ordered is far more than
- what L-1 alone is capable of supplying and there was no prior decision to split the quantities,
- then the quantity being fully ordered should be distributed among the other bidders in a manner that is fair, transparent and equitable.

- the Purchaser reserves the right to distribute the procurable quantity on one or more of the eligible tenderers.
- Zone of consideration of such eligible tenderers will be the right of the purchaser.
- If splitting of quantity is required to be done by ordering on tenderers higher than the L2 tenderer,
- then the quantity distribution proportion amongst the tenderers will be decided by transparent/logical /equity based extrapolation

- The purchaser reserves the rights 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 their right to decide on the quantity distribution ratio/proportion.

Price Differential between L1 and L2	Quantity distribution ratio between L1 and L2	
Upto 3 %	60:40	
More than 3% & upto 5%	65:35	
More than 5%	At least 65 % on the L1 tenderer. For the quantity to be ordered on the L2 tenderer, TC/TAA should decide keeping in view conditions laid down in paras (iv) (b) (iii) and (iv) at Page 3 of Board's letter dated 15/10/2007	

#### Placement of Purchase Order:

- When the tenders have been decided, purchase officer records acceptance on the tender accepted by him and
- then the purchase case is passed on to the respective purchase section for preparation of purchase order.
- After the purchase order has been signed by the purchase officer, it is sent to Accounts Department for pre-check if value is more than Rs 4,00,000/-.

- All purchase orders issued against demands submitted by Stores Depots for stock items, availability of funds out of purchase grant is to be ascertained from Accounts Department.
- For this purpose, Accounts Department maintains an uptodate liability register.
- At the time of issue of purchase order, value of purchase order is posted in the liability register and funds certificate is recorded on the purchase order.
- Finally, the purchase order is numbered.

- Purchase order Number consists of 16 digits out of which
- first 8 digits are same as Demand number or Tender No., 9th digit indicates mode of purchase,
- 10th to 14th digits are serial number which are allotted paying authority wise,
- 15th & 16th digit indicates serial number of the item, consignee, delivery date,
- if there are more than one item, consignee, delivery dates respectively in the purchase order.

- Purchase orders valuing more than Rs. 4.0 lakhs are pre-checked by finance to avoid any mistakes.
- After numbering, the purchase order is dispatched to suppliers by registered post A.D

- The period for delivery of the ordered goods and completion of any allied service(s) thereof (such as installation and commissioning of the equipment, operators' training and so on) are to be properly specified in the contract with definite dates and these shall be deemed to be the essence of the contract.
- The delivery period stipulated in contracts should be specific and practical.

- Vague and ambiguous terms such as 1,000

   5,000 (One to Five thousand) numbers
   per month, 2 to 16 (Two to Sixteen) weeks
   from the date of receipt of order,
   'immediate', 'exstock', 'as early as possible',
   'off the shelf', 'approximately' and
- the like should be scrupulously avoided as these will not be legally binding.

- In case of items such as raw material which is delivered throughout the year,
- a delivery schedule of the monthly rate of supply should be specified.
- It is usual in such cases that there is a slight deviation from such monthly rate of supply.

- It should be clarified in such cases that the variation
- in the periodic rate of supply beyond +/- 10 (Ten) per cent in any calendar month;
- or +/- seven per cent cumulative in any calendar quarter; or +/- five per cent cumulative in any calendar year would be considered as delay in delivery attracting imposition of LD.
- Unless otherwise agreed, the buyer of goods is not bound to accept the delivery there of in instalments.

# **Terms of Delivery**

- Terms of delivery (FOR, FOB, CIF, and CFR, and so on), inter alia, determine the delivery point of the ordered goods from where the purchaser is to receive/collect the goods.
- It also decides the legally important issue of when the 'titles of the goods' have passed to the purchaser.
- The delivery period is to be read in conjunction with the terms of delivery, therefore the delivery is taken to have been made at the time when goods reach the delivery point as per the delivery terms. Chapter 6 has more details in this regard.

#### **Severable and Entire Delivery Contracts**

- Such contracts, where instalments are not specified or not intended, are known as entire contracts.
- In such cases, even non-delivery of a part quantity can lead to a breach of contract.
- However, a variation of five per cent of the contract quantity is usually exempted in the contract conditions.

# Staggered/ Scheduled delivery; Severable and Entire Delivery Contracts

- In the case of an entire contract, even if providing a delivery schedule, it is not necessary to grant an extension in the delivery period in the case of delay in intermediate instalments.
- Such extension would be necessary only in case of a delay beyond the final date for the completion of the delivery.

#### **Extension of Delivery**

- Suppliers shall be required to adhere to the delivery schedule specified in the purchase order and, if there is delay in supplies, LD shall be levied wherever there is failure by the party.
- Extension of the delivery date amounts to amendment of the contract.
- Such an extension can be only done with the consent of both parties (that is, the purchaser and supplier).

#### **Extension of Delivery**

- No extension of the delivery date is to be granted suo moto unless the supplier specifically asks for it.
- However, in a few cases, it may be necessary to grant an extension of the delivery period suo moto in the interest of the administration.
- In such cases, it is legally necessary to obtain clear acceptance of the extension letter from the supplier.

#### **Dissent:** Handling Dissent among Tender Committee

- Tender Committee duties are to be discharged personally by the nominated officers.
- They may take help of their subordinate officers by way of reports/ evaluations, but they would still be answerable for such decisions.
- TC members cannot co-opt or nominate others to attend deliberations on their behalf.
- TC deliberations are best held across the table and not through circulation of notes.

#### **Dissent:**

- All members of the TC should resolve their differences through personal discussions instead of making to and fro references in writing.
- In cases where it is not possible to come to a consensus and differences persist amongst TC members, the reasons for dissent of a member should be recorded in a balanced manner along with the majority's views on the dissent note. The final recommendations should be that of the majority view.

#### **Dissent:**

- However, such situations should be rare CA can overrule such dissent notes after recording reasons for doing so clearly. His decision would be final.
- In cases where the CA does not agree with the majority or unanimous recommendations of the TC,
- he should record his views and, if possible, firstly send it back to TC to reconsider along the lines of the tender accepting authority's views.
- However, if the TC, after considering the views of the CA, sticks to its own earlier recommendations, the tender accepting authority can finally decide as deemed fit, duly recording detailed reasons.
- He will be responsible for such decisions. However, such situations should be rare.

# TCM/ TCR wording TCM stands for Tender committee minutes-

- The Tender Committee Minutes should be drawn up by the T.C. Members.
- Preparation of T.C. Minutes by clerks is objectionable, although their assistance may be taken in dealing with the tenders.
- Complete records should be maintained on the file and secrecy of the tender ensured.

#### Annoxura 3: Tandar Committee Minutes Format (For Tochno-Commorcial/ Financial Bids)

(Refer Para 5.5.1 (v) and 5.6.11)									
Organisation:									
Minutes of Tender Committee Meeting									
(Techno-commercial/ Financial Bids)									
Section I: Top Sheet									
File No:			Dete:						
Description			Estimated Cost:						
Tender Published In			Date of Publication						
Bid Valid	ny		Bid Opening Date						
Past Procurements									
Sr. No.	Supplier	Order Reference & Date	Quantity	Basic Rate (Rs.)	Romarks				
Members	Members of the Tender Committee								
Sr. No.	Name	Designation	Sr. No.	Name	Designation				
1			2						
3			4						
Section II: Salient Feature of the Tender									
Review background of indent; technical and financial approvals; estimated cost; budgetary provisions; urgency of requirement; special technical requirements and other connected procurements which are part of same package/project.									
Review mode of bidding; bidding document contents; bid publication; level of competition obtained; issues if any noticed during bidropening (bids not opened due to look/ unsatisfactory EMD, etc.) and any other procurement of this requirement in process (at various stages)									
Review special conditions, restriction if any, on participation of bidders; purchase preferences, requirements prescribed in bid documents (EMD, document submission, etc.)									

Section	III: Proliminary Evaluation			
Roviow	handling of any complaints received			
Review/	confirmation of quantity and period of	delivery required		
Discuss clarifica	proliminary avaluation for determining : tions	ubstantially responsive	bids and for minor	corrections and
Section	III: Evaluation of Responsive Bids			
In case Start wit Insert a	e deliberation should be recorded of evaluation of Financial Bids th review of technocommercial evaluatio summary table of evaluated price in the stions should be in the sequence of U1, U	arder of L1, L2, etc.		
	IV: Summary of Recommendations	2, etc.		
Total va Montion Request	untion that the rates recommended are or live of the recommendations for determin that none of the TC members have any acceptance of recommendations by cor SePP/ DFPR.	ing level of acceptant conflict of interest wit	te authority. In the parties recomm	nended for award.
Signatu	re Name and Designation of the Membe	ors		
1		2		
	Date:		Date:	
	(Name & Designation)		(Name & Design	ation)
2		4		
	Date:		Date:	
	(Name & Designation)		(Name & Design	ation)
Romark	s by the Accepting Authority:			
Signatu	ne:D	ote:	_	
Name !	& Designation of Accepting Authority			

# TCR wording:

#### Tender Committee Recommendations/ Report

- The TC has to make formal recommendations (Annexure 3) for the award of the contract to the bidder whose bid has been determined to be substantially responsive and the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily and his credentials have been verified.
- It is a good practice that TC should spell out salient terms and conditions of the offer(s) recommended for acceptance.

- It should also be ensured by the TC that any deviation/variation quoted by the contractor in his bid are not left undeliberated and ruled upon in the TC; otherwise there may be delay in acceptance of the contract by the contractor.
- These recommendations are submitted for approval to the tender accepting authority.

- Since a nominee of Financial Adviser of the Department is usually a member of the Tender Committee,
- there is no need for the CA to consult the FA
   of the Department before accepting the TC
   recommendations.
- In any purchase decision, the responsibility of the CA is not discharged merely by selecting the cheapest offer or accepting TC recommendations but ensuring whether:

- i)Offers have been invited in accordance with this manual and after following fair and reasonable procedures in prevailing circumstances;
- ii) He is satisfied that the selected offer will adequately meet the requirement for which it is being procured;
- iii) The price of the offer is reasonable and consistent with the quality required; and
- iv) The accepted offer is the most appropriate taking all relevant factors into account in keeping with the standards of financial propriety.
- After the acceptance of these recommendations by the tender accepting authority, the Letter (Notification) of Award (LOA) can be issued.

# Thank You