Date: 2026.04.22 10:27:58 IST
Reason: IREPS Document
Location: IREPS-CRIS
Digitally signed by MANISHA SHEKHAR KULKARNI
Date: 2026.09.30 12:25:34 IST
Reason: IREPS Document
Location: IREPS-CRIS

ANNEXURE-D

Eligibility criteria and test of responsiveness
Ineligible firms and unresponsive offers will be excluded from further consideration)
(As per Para 2.4 of part-I of policy)

A. Eligibility criteria 1. Only firms registered with the Railways are eligible for placement of order.

B. Test of responsiveness:

1. (i)The firm should quote price as free delivery on FOR destination basis unless otherwise indicated in the tender enquiry.

(ii)The rates should be written both in words & figures (applicable only for manual tender).

(iii) MRP of the offered brand must be mentioned.

2. The firm will certify that the brand quoted in the tender is the same as is marketed by it in the general market.

3. Brand name, detailed composition and name of the manufacturer of the offered brand must be mentioned. Except imported products, only the brands manufactured by one of the units of the firm inspected and approved by Railways are acceptable.

4. Product offered by the firm should be available in open retail market for sale by same brand name and one product sample or/outer paper package or/label from injection vial (as applicable) must be submitted with the tender. (For imported medicines photocopy of product packing is sufficient if it contains detailed information).

5. Offers of the firms suspected to have quoted in cartel are liable to be ignored for placement of order. The decision of railway administration in this regard will be final and binding.

TERMS & CONDITIONS* OF P.O. (ref 2.4.4 of Part I)

The conditions of contract will be as per IRS Conditions of Contract.

The following special conditions of contract will however governed the procurement of medicine and medical stores/consumables.

1. Each strip/packet/bottle that contains the drug should have a printing/stamping with indelible ink of "Zonal Railways – not for sale". Firms are advised to put their Holograms on their products/ cartons. CMD's will have the discretion to modify this clause in cases wherever necessary

Santosh Mittal AM

1.1 For items procured under urgency/on local purchase basis, material can be accepted without the label of "For Indian Railways" and stamping may be done by the consignee before use in such cases.

2. Analysis report for each batch from manufacturer's own laboratory/Govt. recognized laboratory must accompany the consignment without fail on supply of each batch of medicine.

3. The materials shall be subject to inspection, which will be carried out by consignee or authorized representative on receipt of the material in the hospital. The material may also be subject to tests in Railway/ Govt. /Govt. recognized Laboratory on random basis or whenever found necessary by the concerned consignee.

4. The remaining shelf life of the offered product should not be less than 80% of total shelf life or it should not be older than 06 months from the date of manufacture (whichever is more) at the time of supply. In specific cases, CMD/CHD may relax this condition on case to case basis with the written undertaking by the manufacturing firm that the firm will replace unused quantity free of cost before the expiry date of that item with fresh batch. A strict watch has to be kept in all cases of such relaxation.

5. Payment: - After completion of supply to all consignee, the supplier will submit the consolidated Post-supply bill together with copies of receipted challan & Inspection certificate.

6. Proper execution & completion of the contract is the sole responsibility of the firm participating in the tender, even if the supply is made through authorized distributor/supplier (as per firm's authorization in the tender offer).

7. The change of manufacturing firm's name after placement of PO is normally not done. Decision of Chief Medical Director or by CHD of that Railway (for contracts placed by him) will be final in such cases. It can be done only if the new manufacturing firm is also registered with railways and is the 3rd party manufacturer of the PO holder

8. Whenever drug samples on analysis are found to be not conforming to standards, the firms/suppliers are required to replace the whole batch free of cost with another batch to all the consignees, irrespective of whether the batch has been used completely/partially or not.

9. For delayed supply, Railway will recover from the supplier as agreed Liquidated Damages (LD) and not by way of penalty, a sum equivalent to 2% (two percent) of the price of the delayed supply of stores (including elements of taxes, duties, freight etc.) for each month or part of a month during which the delivery of such stores has been or may be delayed, subject to a maximum of 10% (ten percent) of the value of the delayed supplies.

Santosh Mittal

10. The contract with the stockist/authorized importer will remain valid till such authorization exists and in the event of discontinuation of authorization by the principal firm, the contract with the supplier will be deemed to have terminated and fresh P.O. will be issued in favour of new supplier appointed by the principal. No confirmation from the distributor /supplier is necessary in these cases.

* *This is only a Suggested Performa and local modifications in these conditions may be done according to requirement and practice*

Signature of the tenderer
Name & Designation
Office seal
Mobile No & Email-

Santosh Nitral

AVM