1. **Tender Document**

Following check-points are suggested:

|  |  |  |
| --- | --- | --- |
| **Sl No.** | **Checklist** | **Compliance** |
| i. | Whether availability of fund for the project has been checked and fund booking has been made? |  |
| ii. | Whether detailed estimate has been prepared? |  |
| iii. | Whether an authority which is competent to incur expenditure has sanctioned the purchase of goods required for the project in accordance with provisions in the Delegation of Financial Power. |  |
| iv. | Whether standard approved tender document has been used or not? If not, separate approval of the Competent Authority has been taken? |  |
| v. | Whether relevant modality to deal with any ambiguity in the bid has been provided in the tender document? |  |
| vi. | Whether all the documents/drawings stated to have been attached with the tender documents have actually been attached or not? |  |
| vii. | Whether proper place of tender receipt has been notified in the NIT (Notice Inviting Tender) or not? |  |
| viii. | Whether the provision of additional bank guarantees or other securities have been made in case of bid being unbalanced or front-loaded? |  |
| ix. | Bank Guarantees from Nationalised Banks only should be accepted. Under no circumstances bank guarantees from Co-operative Banks should be accepted? |  |

**2. Pre-qualification**

Following check-points are suggested:

|  |  |  |
| --- | --- | --- |
| **Sl No.** | **Checklist** | **Compliance** |
| i. | Whether pre-qualification criteria for the instant procurement have been framed objectively commensurate with importance and size of the project/procurement?  |  |
| ii. | Whether the pre-qualification criterion was frozen before inviting pre-qualification bids?  |  |
| iii. | Whether the pre-qualification criterion has been approved by the Competent Authority? |  |
| iv. | Whether there is any deliberate attempt to make the pre-qualification criteria suiting to particular bidder(s)? |  |
| v. | Whether the qualification criteria were not unduly restrictive? |  |
| vi. | Whether restriction clause has been set in Pre-Qualification criteria as per Amendment Rule 161(iv) of GFR. |  |
| vii. | Whether prior approval for relaxation from the Competent Authority has been obtained for Global Tender Enquiry. |  |

1. **Invitation of Tenders**

Following check-points are suggested:

|  |  |  |
| --- | --- | --- |
| **Sl No.** | **Checklist** | **Compliance** |
| i. | Whether the procurement was satisfactorily advertised and sufficient time was given for submission of bids? |  |
| ii. | Whether NIT has been posted on the organization’s website and CPPP? |  |
| iii. | Whether place of tender receipt as notified in the NIT is conspicuous. |  |

1. **Opening of Tenders**

Following check-points are suggested:

|  |  |  |
| --- | --- | --- |
| **Sl No.** | **Checklist** | **Compliance** |
| i. | Whether the committee to open the tenders has been duly approved by the Competent Authority? |  |
| ii. | Whether the tenders are opened in presence of the bidders or their authorized representatives? |  |
| iii. | Whether cutting/overwriting /insertions are accounted for on each page of the price bid? |  |
| iv. | Whether the members of the Tender Opening Committee have signed on each page of the price bid? |  |

1. **Tender Evaluation and Award of Work:**

This is the most sensitive area susceptible to corruption. Corruption is inversely proportional to transparency and fairness. To ensure that evaluation is done in most transparent, fair & open manner, following points should be taken care of:

Following check-points are suggested:

|  |  |  |
| --- | --- | --- |
| **Sl No.** | **Checklist** | **Compliance** |
| i. | Evaluation of tenders needs to be done as per pre-notified criteria. |  |
| ii. | Timely decision within validity period. |  |
| iii. | Complying with CVC circular regarding negotiations. |  |
| iv. | Ensuring that conditions / specifications are not relaxed in favour of contractor to whom the work is being awarded. |  |
| v. | Ensuring that L1 is not ignored on flimsy grounds. |  |
| vi. | Ensuring that work order / supply order is placed within justified rates. |  |
| vii. | Whether the Tender Evaluation Committee has been duly approved by the Competent Authority? |  |
| viii. | Whether the bids are evaluated as per the terms of the tender document or not? |  |
| ix. | Whether ambiguity clause has been properly applied to deal with any inconsistency in the bid during evaluation? |  |
| x. | Whether there has been any inordinate delay in processing the tender for award of the work? |  |

1. **Rejection of all bids**

Following check-points are suggested:

|  |  |  |
| --- | --- | --- |
| **Sl No.** | **Checklist** | **Compliance** |
| i. | Whether effective competition is failed? |  |
| ii. | Whether all Bids and Proposals are not substantially responsive to the requirements of the Procurement Documents. |  |
| iii. | Whether the Bid’s/Proposal’s price are substantially higher than the updated cost estimate or available budget; or. |  |
| iv. | Whether none of the technical Proposals meets the minimum technical qualifying score |  |

1. **Payment to the Contractors/Suppliers**

Following check-points are suggested:

|  |  |  |
| --- | --- | --- |
| **Sl No.** | **Checklist** | **Compliance** |
| i. | Whether the payment is made as per the terms of the contract? |  |
| ii. | Whether there is any possibility of duplicate payment being made to the contractor/supplier? |  |
| iii. | Whether any over payment is being made to the contractor/supplier? |  |
| iv. | Whether the rates for extra/substituted items have been derived as per the provision in the contract agreement/ Purchase Order? |  |
| v. | Whether the payment for extra/substituted items have been made after due approval of the Competent Authority? |  |
| vi. | Whether advances are paid to the contractors/suppliers for the amount specified in the contract agreement? |  |
| vii. | Whether recovery of advances is being made as per the terms of the contract agreement? |  |
| viii. | Whether recovery of mandatory taxes and duties is being done as per the extant instructions of the Government and as per the terms of the contract agreement? |  |
| ix. | Some of the contracts provide escalation clause, with detailed formula in order to compensate the contractors for increase in the material cost during the contract period. Whether the formula for escalation is applied correctly or not? |  |