

OFFICE OF THE,
Medical Director
Lalit Narayan Mishra Rly Hospital
NER, Gorakhpur-273012

Rate Contract for Day to Day supply of Medicines/ Surgical items and Consumables etc. of LNM Rly Hospital GKP.

1.Scope of Work:

Cashless supply of the drugs surgical and consumables to the hospital on daily basis as & if required -

1. Medicines, (Generic and ethical Branded)
2. Sera (ATS & ADS) and Vaccine,
3. Surgical and Orthopedic Item and Consumable,
4. Pathological Reagent, kits and consumable
5. Other Hospital Consumable Like-X-Ray Plates /Cassette, ECG Rolls, First Aid Item
6. Dialysis Consumable- CAPD Fluids Hemodialysis Fluids
7. Ophthalmic items and consumable,

Supply Condition- The daily supply will be as per given condition Vendor should agree to supply the asked items to authorized person/persons nominated by hospital administration at LNM Rly Hospital GKP

- a) Normally Item shall be supplied on the same day before the closure of OPD, if demand/PO has been placed 4 hrs. before closure of existing OPD timings.
- b) In case of emergencies, vendor should supply the item on a short notice, preferably within 1hr of being intimated.

2. **Eligibility, Qualifying criteria of Firm / Vendors** –Before considering the offer firm should fulfill the following parameter otherwise firm offers will be rejected

Service levels criteria-

- i. Services will be provided round the clock (24x7)
- ii. Supply/delivery of the items shall be done as per the hospital requirements.
 - a. Items shall be supplied on the same day preferably before the closure of OPD, if the intimation /purchase order has been placed at least 4 hours before closure of OPD.
 - b. In cases of emergencies, vendor should supply the item on a short notice preferably within one hour of being intimated on phone / WhatsApp / message or fax etc.

Facility-

- a. Supply point- Pharmacist in charge of LP of the OPD/IPD or Nominated by hospital administration.
- b. Should fulfill all the condition as per statutory laws as laid down by central/state government authority for running the facility. - Attached as annexure 1
- c. Should have facility of proper storage, maintenance of stock, cold chain etc.

Legal/statutory requirements -

- i. Valid drug license for storage and supply of drugs and other item of medical store describes in scope of work as stipulated by the local authority of the concerned state government.
- ii. Should have valid license/legal/local formalities for establishment as well as manpower.
- iii. have the valid documents as laid document by Local, State and Central Government agencies or other government bodies from time to time, like-
- iv. GST registration and its details.
- v. Any other statutory / legal requirements.
- vi. The vendor must not have been convicted by competent Authorities and no any case should be pending under the Drug and Cosmetics Act and Rule against the venders

Financial capability:

- i. Average Annual Turnover of the vendor for the last three completed financial years prior to date of opening of tender will be – **Rs 3,30,00,000 or more.**
- The offer will be supported by Authentic certificates like Form 16 A issued by payment Disbursing Authority (other than Private Individual), audited balance sheet duly certified by the Chartered accountant etc. for each Financial Year.
- ii. Vendor should show profits in at least two out of the three last financial years. Balance sheet/Profit-loss account certified by CA should be called for this purpose.
- iii. Performance capacity-Experience/satisfactory working Certificate of last 03 years of credentials i.e. from Institutions of Central Government /State Govt./Autonomous Body including Municipal Corporations/PSUs, etc., where the vendor has performed similar nature of work. to be submitted along with the application and Order copy will be attached as a proof of supply
- iv. No liability certificates should attach.

3. **EMD-** The vendor shall be required to deposit earnest money of Rs 205000 (Two lakh five thousand only) as Ernest money (EMD) in favor of PFA/NER/Gorakhpur.

4. **Inspection of the Bidder premises.** -Whenever require The Medical Director will nominate the officer /committee to inspect the premises of supplier/Pharmacies to see whether they are suitable to supply these items to Railway Hospital or otherwise.

The officer/ committee will inspect and verify -

- a) Physical verification of the premises/shop will be done.
- b) Verification of original documents submitted in Technical Bid.
- c) Verification of all physical amenities including cold chain maintenance, power backup etc.
- d) To assess availability of adequate qualified manpower, adequate stock of Medicine and Surgical items and Consumables etc. and financial viability etc.

and report indicating clearly whether the firm is suitable or unsuitable.

NOTE: In case, the team is not satisfied with the veracity of claims of the bidder it will be declared ineligible for participation in future process of registration of vendor and his financial bid will not be considered

5. **Right to accept/reject:** - Rate contract shall be for a period of two years. Medical Director/ LNM Rly Hospital North Eastern Railway Gorakhpur reserves the right to accept/reject at any time in the interest of the institution/to follow the rule without informing the vendor.
6. **Payment Conditions** Payment will be made through electronic transfer as per submitted bank details by the competent authority on submission of bills in triplicate at end of the month. MD/LNMRCH will be paying authority. Vendors should not claim any panel interests in case of delay of payment however if hospital administration trying to clear his dues within reasonable time TDS if applicable will be deducted.
7. **Dispute-**In case of any dispute arising out of the contract before going to Arbitration the Principal Chief Medical Director, North Eastern Railway Gorakhpur will be the competent authority to decide the issue.

8. ARBITRATION: In the event of any question, dispute or difference arising under these conditions or any special conditions of contractor in connection with this contract (except as to any matters the decision of which is specially provided for or the special condition) the same shall be referred to the sole arbitration of a Gazetted Railway Officer appointed to be the arbitrator, by the General Manager North Eastern Railway, GORAKHPUR.

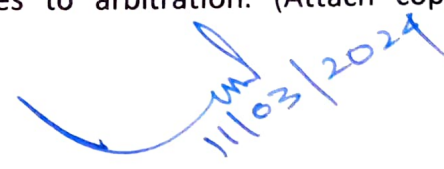
- a) The Gazette officer's appointment as arbitrator will not be those who had an opportunity to deal with the matter to which the contract relates or who in the course of their duties as Railway Servants, have expressed their views on all or any will be final and binding on the parties to this contract subject to the aforesaid, the arbitration and Conciliation Act, 1996 and to the rules made there under, any Statutory modification thereof, for the time being in force, will be deemed to apply to the arbitration proceedings, under this clause.
- b) In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in manner aforesaid.
- c) It is further a term of this contract that no person other than the person appointed by authority as aforesaid should act as arbitrator and that if for any reason that is not possible, the matter is not be referred to arbitration at all.
- d) The Arbitrator may from time to time with the consent of all the parties to be contract enlarge the time for making the award.
- e) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator.
- f) The venue of the arbitration shall be the place where the acceptance letter is issued or such other place as the arbitrator at his discretion may determine.
- g) In this clause the authority, to appoint the arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

9. Jurisdiction -All disputes are subject to Gorakhpur jurisdiction only

10. Other term & Conditions for operation of Rate Contract-

1. If the supplier fails to supply the order item in stipulated time then the next vendor in sequence on rotational basis will be given the order.
2. **If at any time, it comes to the notice that the price of item supplied is higher than in local market difference will be recovered from the bill.**
3. Whatever branded medicine is asked for only those should be supplied by the vendor except in exceptional circumstances where the branded medicine after taking consent from railway administration asked is not available, any equivalent product from a reputed firm will be supplied & cost of only supplied item will be charged subject to rebate. The selected suppliers will be required to supply the medicine manufactured by reputed firm.
4. The supplier will replace these items if found unsatisfactory free of cost.
5. Demanded Medicine if not supplied within specified time, will be procured from the vendor next in sequence in the list of rotation and it will be recorded in the performance register maintained by pharmacist concerned OR in case of emergency, it can be purchased from the local market and the difference in cost may be recovered from the vendor to whom the order is placed.
6. Railway administration reserves the right to impose a fine along with recovery of difference of cost between purchase and rate contract as per rule for late delivery of Medicines
7. If any doubt occurs regarding genuineness of the Medicine, supplier will have to show their purchase bill of the item. The supplier will supply a copy of analytical report from the manufactures as and when asked for.

8. Railway reserve the right to get the supply samples tested/checked by Govt. Lab and other approved testing laboratories. In case any of the samples is found Sub-standard, Railway reserves the right to cancel the agreement and to de-list the supplier for any supplies and to inform Drug Controller of India for any suitable action/penal action. **Supply of Sub-standard medicines will be dealt as per Railway Board letter No. 2014/RS (G)/79/13 dt. 04.06.2018.**
9. Ordinarily the Supplies shall be of recent manufacturing and expiry date shall not be less than six months from the date of supply.
10. Quantity to be ordered against rate contracts shall be graded in relation to discounts offered by vendors as per existing rule i.e. L1 will get the maximum supply orders. In case two vendors distribution of orders (value wise) should be in the ratio of 70:30 on monthly basis. Suitable methodology may be adopted in case of three vendors distribution of orders (value wise) should be the ratio of 60:25:15 on monthly basis.
11. Vender offering maximum discount on MRP shall be considered for rate contract, individually for each category- medicine, surgical items and consumables. etc.
12. Alteration and addition can be made to the agreement with the mutual consent of both the parties.
13. Supplier will indemnify the Railway Administration for any loss or liabilities arising due to defective/ Sub-standard items supplied by Firm/ Supplier.
14. The Contract may be terminated by Administration at any time without any information.
15. The Contract shall be liable under PFA Act and weight & measurement Act.
16. Both the party will follow the amendment of the rule related with the purchase in future also and in case of conflict between the above condition and railway board order then the railway board order will prevail
17. Firm will certify that he/she will supply only those those generic drug or item which has lowest MRP among the registered firm at Zonal HQ and the product is ethical one.
18. Rate contract will be done only with three/four firm which fulfill the condition otherwise the offer of the firm will be summerly rejected.
19. Timely supply against the supply order along with full quantity and quality / brand etc. as asked shall be the essence of the contract.
20. self-attested Copy of the latest GSTN deposit Challan and PAN Card of Proprietor of the vendor should be available with the technical bid.
21. The applicant vendors should submit a declaration on stamp paper that there is no punitive action by Central Govt. including Rly. /State Government or any other Govt. Organization and if the declaration provided is found wrong the vendor can be delisted for 3 years.
22. The EOI is liable to rejected if the requisite information/documents are not furnished.
23. Individual signing the Bid and other documents must specify whether he/she signing as:
 - 1- A sole proprietor of the firm.
 - 2- A partner of the firm, if it is partnership firm then in this case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration. (Attach copy of partnership deed)
 - 3- Power of Attorney to be attached.


(For & on behalf of President of India)
Medical Director
North Eastern Railway Central
Hospital, Gorakhpur
273012

Enclosure - following documents for technical Evaluation is required otherwise the application is summerly rejected

- a. Name of the vendor with complete detailed address, phone & fax NO., bank details (crossed cheque) etc.
- b. Approximate distance from LNM Rly Central Hospital Gorakhpur by shortest route.
- c. Self-attested copy of valid Drug license.
- d. Copy of relevant deeds i.e. Proprietor/Partnership deed. (attach Power of attorney).
- e. Copy of GST Clearance Certificate form Govt./PSU hospital presently working with.
- f. Copy of Performance Certificate and photocopy of latest GST deposit challan.
- g. Copy of valid Pharmacist/Chemist License issued by the Competent Authority for retailers
- h. Copy of Affidavit stating that contract of the bidder is not terminated by any govt./ PSU Hospital in last three years.
- i. Bidder has to submit Audited Balance Sheet of previous three years in support of annual turnover of the firm.
- j. Income tax return for the last three years.
- k. A copy of PAN Card of Proprietor of Firm.
- l. Experience certificate of last 3 years (as mentioned in eligibility).

Annexure-I

Sub: Application form for registration of Vendors of Medicines, (Generic and ethical Branded) Sera (ATS & ADS) AND Vaccine, Surgical and Orthopedic Item and Consumable, Pathological Reagent, kits and consumable Other Hospital Consumable Like-X-Ray Plates /Cassette, ECG Rolls, Dialysis Consumable CAPD Fluids Hemodialysis Fluids Ophthalmic items and consumable our details are as under

1. Name of the firm/Supplier :
2. Address :
3. Telephone No./Mobile No :
4. Fax No. :
5. Approx. Distance from LNM Rly Hospital Gorakhpur by nearest route:
6. Name & address of Proprietor :
7. Details of statutory Drug License, :
Registration GST No. etc.
(Supporting documents to be attached)
Turnover for the last 3 years-
2020-21 :
2021-22 :
2022-23 :
8. Details of regular supply/emergency 1.
Supply being made to railway/others2.
Govt. Hospitals in last 3 years 3.
(Supporting documents to be attached)
9. Details of supplies declared rejected :
Declared rejected/substandard/not
Satisfactory in last 3 years pertaining
To the supplies made to the railway/other govt. hospitals.
10. Details of the bankers of the firm :
(bank report of last 3 years to be submitted)
11. Name of authorized Signatory to act/ submit offer and make commitment
on behalf of the firm
(Authorization documents to be submitted)
12. Details of other documents attached:
(1)
(2)
(3)
(4)

I/we..... do hereby declare that the above information and details made herein are true to the best of my knowledge and that I/we shall be bound by the acts and commitments on my/our authorized signatory. I/we also do hereby confirm that I/we have read and understood the terms and conditions enclosed and instructions to applicant & special condition of contract and would abide by these conditions in all respect. I/We also agree to the payment system of "Monthly Bills".

Signature of the authorized Signatory/Proprietor of the Firm

Annexure-II

The Medical Director,
(For & on Behalf of president of India)
LNM Rly Hospital, Gorakhpur-273012

Rebate offer form to be filled by firm/supplier and upload with tender:

I/We hereby offer to supply all the required Medicines at the rebate % on MRP as indicated below on the same day

Rebate on Medicines (Generic)..... %

Rebate on Medicines (Ethical Branded) %

Rebate on Sera (ATS & ADS) and Vaccine, %

Rebate on Surgical Item and Consumable..... %

Rebate on Orthopedic Item and Consumable..... %

Rebate on Pathological Reagent, kits and consumable %

Rebate on X-Ray Plates /Cassette..... %

Rebate on ECG Rolls..... %

Rebate on Dialysis Consumable CAPD Fluids & Hemodialysis Fluids..... %

Rebate on Ophthalmic items and consumable..... %

- 1) The MRP will be as indicated on the supply.
- 2) The Supply rate after rebate will be all inclusive. No carriage charges will be included.
- 3) The items will be delivered at the hospital within delivery time and no charges for the delivery will be added in the bill.
- 4) Supplier will be considered invalid if any page left unsigned or found missing.

Signature & Add. of the authorized Signatory/Proprietor of the firm

Annexure-III

Details of beneficiary for Electronic Transfer of Funds

1	Beneficiary Name	:	
2	Beneficiary Address	:	
3	Bank Name	:	
4	Branch Address	:	
5	IFSC Code	:	
6	MICR Code	:	
7	Account Type	:	
8	Account Number	:	
9	City	:	
10	Tel./Fax No. (if any)	:	
11	PAN No.	:	
12	Service tax Registration No. linked with PAN no.	:	
13	GST NO.	:	
14	Signature of Beneficiary	:	

Signature of Bank Official with Stamp

Rate Contract for Day to Day supply of Medicines/ Surgical items and Consumables etc. of LNM Rly Hospital GKP.

1.	Notice No.	2024/LNM/Local Purchase/Rate Contract dated 11.03.24
2.	Name of work	Cashless supply of the drugs, surgical and consumables items to the LNM Rly hospital on daily basis as & if required -
3.	Monthly purchase turnover approx.	a) Rs. 8,00,000. (Rs Eight Lacs only) per month
4.	Period of Rate contract	Two years from the issue to letter of Acceptance.
5.	Last Date & Time of submission & Opening of application form	On Line submission through www.ireps.gov.in from 18.03.24 to 08.04.24 Time-15.30 opening of tender on same day
6.	Detailed information regarding Rate Contract	Detailed information is available in website. www.ner.indianrailway.gov.in .