



No. CMS/SBP/LP/252701/02

Office of the  
Chief Medical Superintendent,  
Sambalpur  
Dt.29.05.2025

To,

The System Manager (IT),  
East Coast Railway,  
Bhubaneswar.

Sub	:	Publication of IREPS e-Tender to empanelment for supply Local Purchase of Medicines, Surgical items and Consumables etc by entering into Rate contract with vendors i.e. firms/distributors/chemist shops on the basis of discounts offered by vendors to DRH/ECOR/SBP
Ref	:	Railway Board letter No. 2017/H/4/1/Local Purchase (E-3236402) Dated: 31.07.2023

In reference to the above enclosed herewith the notice inviting e-tender in hard and soft copies in the Railway Website which can be downloaded free of cost for participation in E-tender through IREPS for empanelment for supply Local Purchase of medicines, Surgical items and consumables etc by entering into Rate contract with vendors i.e. firms/distributors/chemist shops on the basis of discounts offered by vendors to DRH/ECOR/SBP.

So, it is requested to upload the Notice of DRH/ECOR/SBP in website of East Coast Railway, Sambalpur Division, so that it can be advertised in Local news paper before due date.

Encl: One Notice Inviting E-Tender

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Chief Medical Superintendent  
East Coast Railway, Sambalpur  
**Chief Medical Superintendent**  
**E.Co. Railway Hospital**  
**SAMBALPUR**



## EAST COAST RAILWAY

Office of the  
Chief Medical Superintendent  
East Coast Railway/Sambalpur  
Date:29.05.2025

E-tender No.CMSSBPLP252701

### NOTICE INVITING e-Tender on IREPS

For and on behalf of President of India, Divisional Railway Manager (Medical), East Coast Railway, Sambalpur, invites e-tender on IREPS for the under mentioned work from vendors/drug stores for Local purchase of medicines, surgical items and consumables for the beneficiaries of Divisional Railway Hospital, Sambalpur duly fulfilling the eligibility criteria.

1.	Description of work	"RATE CONTRACT FOR SUPPLY OF (A) MEDICINES, (B) SURGICAL ITEMS&(C).CONSUMABLES, AGAINST DAY TO DAY LOCAL PURCHASE FOR DIVISIONAL RAILWAY HOSPITAL, SAMBALPUR FOR A PERIOD OF 02(TWO) YEARS FROM THE DATE OF COMMENCEMENT OF THE CONTRACT.RATE OF DISCOUNT IN PERCENTAGE OR AGAINST RUPEE 01 TO BE QUOTED FOR EACH GROUP SEPARATELY BY THE BIDDER.
2.	Period of contract	<b>02 (Two) years</b> from the date of commencement of the work."
3.	Approximate procurement value during the year 2024-25 (per year	Rs. 9,60,000/-
4.	IREPS e-tender closing date & time	<b>19/06/2025 (Thursday), Time-15:00 hrs.</b>
5.	Bidding to be done on	<b>IREPS</b>
5.	Item details purchase, Eligibility Conditions, supply condition Term and condition	Tender documents uploaded in IREPS
6.	Rate Contract For	<b>Group 01-</b> Rate Contract for All types Medicine like; tablets, capsules, injections (ampoules /vials/PFS),unit items like Drops, Phials, bottles, tubes, solutions etc. <b>Group 02-</b> Rate Contract for All types of Surgical Items like; Sutures, ligatures, I/V fluids, splints & braces etc <b>Group 03-</b> Rate Contract for All types of Consumable Items like; Gauge, bandages, Disposable Syringes, Infusion/Transfusion sets, products used in Pathology laboratory, Radiology, ECG rolls /Jelly etc.
7.	Earnest Money(INR)	<b>Rs.38,400.00</b>

NOTE:- The prospective vendors/drug stores are advised to register in IREPS and visit the tender section on IREPS for detail information.

CMS/SBP may kindly approve the notice inviting e-Tender.

ACMS/STORE/SBP





### TERM & CONDITION FOR

**“RATE CONTRACT FOR SUPPLY OF (A) MEDICINES, (B) SURGICAL ITEMS&(C).CONSUMABLES, AGAINST DAY TO DAY LOCAL PURCHASE FOR DIVISIONAL RAILWAY HOSPITAL, SAMBALPUR FOR A PERIOD OF 02(TWO) YEARS FROM THE DATE OF COMMENCEMENT OF THE CONTRACT.RATE OF DISCOUNT IN PERCENTAGE OR AGAINST RUPEE 01 TO BE QUOTED FOR EACH GROUP SEPARATELY BY THE BIDDER.**

1.	<b>Special Eligibility Criteria</b>	<p>(1).Valid Drug License for storage and supply of drugs to be submitted. [vide RB Circular Sl. 4.(c)(i)]</p> <p>(2).Full time Qualified Registered Pharmacist should be available in the establishment - Certificate of Registered Pharmacist to be submitted.[vide RB Circular Sl. 4.(c)(i)]</p> <p>(3).GST Registration document to be submitted.[vide RB Circular Sl. 4.(c)(iii)]</p> <p>(4).Average Annual Turnover duly certified by CA of the vendor for the last three completed financial years prior to date of opening of tender should be equal to or more than (<math>\geq</math>) three times the average annual value of retail local purchase procurement made Divisional Railway Hospital, Sambalpur in the last three completed financial years or three times the estimated annual value of purchase, whichever is higher. The average annual turnover of the bidder in the Last three completed financial years prior to date of opening of tender should not be less than Rs. 35,03,697/- [vide RB Circular Sl. 4.(d)(i)]</p> <p>(5).Vendor should show profits in at least two out of three last three financial years. Balance sheet/Profit- loss account certified by CA should be enclosed. [vide RB Circular Sl. 4.(d)(ii)]</p> <p>(6).Certificate of registration with any Government /Private /Corporate Hospitals to be submitted. [vide RB Circular Sl. 4.(d)(iii)]</p> <p>(7).Past experience of supply to Government/Private/corporate Hospitals for establishing the performance/Capacity of the vendor to be submitted. Documents related to registration and contract copies along with satisfactory working in these organizations to be submitted. [vide RB Circular Sl. 4.(d)(iii)]</p> <p><b>(8). A Self Declaration is to be submitted for ensuring compliance of following conditions:</b></p> <p><b>(8.1).</b>Location related to the supply points/hospital at Divisional Railway Hospital, Sambalpur. The licensed drug Retailers/wholesalers should be situated within the distance of 10 kms by road from Divisional Railway Hospital, Sambalpur. [vide RB Circular Sl. 4.(b)(i)]</p> <p><b>(8.2).</b>Requirement of proper storage, maintenance of stocks, cold chain etc [vide RB Circular Sl. 4.(b)(iii)]</p> <p><b>(8.3).</b>Services should be available 24x7.</p> <p><b>(8.4).</b>Supply/delivery of the items shall be done as per the local requirements.</p> <p><b>(8.5).</b>Items shall be supplied on the same day preferably before the closure of OPD, if the indent has been placed at least 4 hours before closure of OPD timings.</p> <p><b>(8.6).</b>In cases of life saving emergencies, vendor should be able to supply the item on a short notice preferably within one/two hour of being intimated on Phone/ Whatsapp / message or fax etc as decided [vide RB Circular Sl. 4.(a)(i) &amp; (ii)]</p> <p>(9). The firm must also submit an affidavit stating that the firm is not blacklisted/prematurely terminated and that there is no punitive action taken by any Railway/ State government or other Govt. Organisation. If the same (as provided) is proved wrong the vendor can be delisted for 3 years all over Indian Railways.</p> <p>(10). On failure of submission of above documents-the bid of the bidder is liable to be to summarily rejected</p>
2.	<b>Commercial Compliance</b>	<p>(1). <b>TURN OVER</b> -The average annual turnover of the bidder in the Last three completed financial years prior to date of opening of tender should not be less than Rs. 35,03,697/- (i.e.= or&gt; than three times estimated annual value of purchase by central Divisional Railway Hospital, Sambalpur). The bidder has to submit an Audit Balance sheet of last three Financial years, certified by CA in support thereof.</p> <p>(2). EMD as per extant instruction (refundable for unsuccessful bidder after finalization and for successful bidder after completion of contract) should be submitted in form of Demand draft from schedule bank in favour of <b>FA &amp; CAO, East Coast Railway, Bhubaneswar</b> payable at Sambalpur. EMD will be forfeited in case bidders withdraw from the registration process in between or after the offer of the acceptance letter or failure to sign the contract in accordance with the terms and condition. In case EMD is not</p>



		<p>submitted as per extant instructions along with the bid, the offer will be summarily rejected.</p> <p>(3). EMD 2 percent and Security deposit 5 percent based on the Annual estimated value of Rate contract. Annual estimated value is Rs.96000.0. The rate contract is for 02 years and total estimated value is Rs.1920000.00. So EMD 2 percent is Rs.38400.00 to be deposited by all tenderer. And successful tenderer shall have deposit Security Deposit 5 percent is Rs.96000.00 to be deposited.</p> <p>(4). Vendor should show profits in at least 2 of last 3 financial years. Balance sheet/Profit-Loss account certified by CA should be provided for this purpose.</p> <p>(5). Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.</p>
3.	<b>Technical-Compliances</b>	<p>(1). Full time Qualified Registered Pharmacist should be available in the establishment</p> <p>(2). The Drug retailer/wholesaler must hold valid Drug license as on the date of submission of bid in specified Form issued by Drug Control Authority of the state under the provision of Drugs and cosmetics Act 1940. The successful bidder will further ensure that their Licenses remain Valid on the date of bid opening and till the end of contract period.</p> <p>(3). The Drug retailer/wholesaler shop should be in existence continuously for at least last 03 Years (Copy of License held for last 03 years have to be submitted)</p> <p>(4). There should be proper storage and cold chain supply system in the vendor's establishment.</p> <p>(5). Performance Certificate from the institution where the firm has been supplying Medicines should be provided.</p> <p>(6). After opening of bids, those who are found Technically suitable/ eligible, the premises of such bidders will be inspected by a team nominated by the competent authority. Following checks will be conducted: -</p> <ol style="list-style-type: none"> <li>1. Physical verification of the premises/shop will be done.</li> <li>2. Verification of original documents submitted in bid</li> <li>3. Verification of amenities like Cold chain maintenance, power backup, adequate qualified manpower etc.</li> <li>4. Availability of adequate stock of Medicine and financial viability etc.</li> </ol>
4.	<b>Undertakings</b>	<p>The firm must also submit an affidavit stating that the firm is not black listed/ prematurely terminated and that there is no punitive action taken by any Railway/ State government or other Govt. Organisation. If the same (as provided) is proved wrong the vendor can be delisted for 3 years all over Indian Railways.</p>
5.	<b>General Instruction</b>	<p>(1). Tender value for Medicine, Surgical Items and Consumables is only tentative/ indicative and there is no certainty/guarantee of placing order for any quantity.</p> <p>(2). As per the notified schedule, the received offers will be opened duly following the extant procedure of this organization. There shall be a 3 member tender evaluation committee (1 each from Medical, Store and Finance dept.) which will recommend the list of qualified vendors for awarding tender after evaluation/scrutiny of records specified in Railway Board's letter No. 2017/H/4/1/ Local Purchase (E- 3236402) Dated:31.07.2023.</p> <p>(3). Quantity to be ordered against rate contracts shall be graded in relation to discounts offered by vendors i.e. L1 will get the maximum supply orders. In case of 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 in the ratio of 60:25:15 on monthly basis. Suitable mechanism may be worked out to implement this. While deciding the tender, the distribution should be followed as far as possible.</p> <p>(4). Vendors offering maximum discount on MRP shall be considered for rate contract, individually for each category- medicines, surgical items and consumables. If rate contract is to be entered with more than one vendor, discount offered by L1 should be counter-offered to other selected suitable higher bidders i.e. L2, L3 (as applicable) for acceptance. The bidders accepting the counter offers shall be finalized for placement of rate contract as per the predefined distribution. (The ratio will remain same to give the advantage to the one whose offer was L1).</p> <p>(5). Vendors should note that, the quoted price to this Railway after the offered discount should be inclusive of all the prevailing taxes.</p>





- (6). Separate rate contract shall be entered for each category individually i.e. Medicine, Surgical Items and Consumables.
- (7). Mode of tendering will be single stage single packet system with open tender.
- (8). Chief Medical Superintendent, Divisional Railway Hospital, East Coast Railway, Sambalpur reserves the right to accept/reject any bid and annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected bidder.
- (9). Orders will be placed through email / Whatsapp/ Online Portal HMIS or any other web platforms as decided by the Railway Administration. The successful bidder should be able to respond to such Purchase Orders available on dedicated web portal and should enter the details of the items which is being supplied to this Hospital before delivering the material. In unavoidable circumstances physical copy of the Purchase order will be handed over to representative of vendor or through email/SMS/ WhatsApp to the supplier as decided by the competent authority.
- (10). All the Local Purchase prescriptions of the previous day will be accumulated, consolidated and with the approval of competent authority, orders by means of in person/mail or any other mode of communication will be issued to the successful bidder by 11:00 Hrs.
- (11). The successful bidder should supply the ordered Medicines to Local Purchase Stores of Divisional Railway Hospital, Sambalpur by 15:00 Hrs on the same day. In case of emergencies Medicines should be supplied immediately. Supplier should supply all the items which are ordered by this institution across the board without any deviation.
- (12). For life saving drugs the firm has to be supplied within a short notice preferably within one hour of being intimated.
- (13). Medicines and other items should be supplied by the same name (make & salt as Indented) No alternative or substitute will be accepted except with special permission of CMS in consultation of the treating doctor.
- (14). Details of each item received will be entered in the register maintained by Local purchase pharmacist and signature of Vendor or its authorized representative, while making deliveries shall be taken with date and time and personal identity details. Failure to supply in time, quantity and quality shall be recorded in Performance Register. Entries in the register would be final and shall not be put to question in any dispute (including before any arbitrator/ court).
- (15). If any vendor fails to supply as per the contract condition, that particular item will be procured from the vendor next on the sequence list of rotation if any, otherwise that item will be procured from the open market and difference in cost will be recovered from the vendor/s to whom the order is placed. This will be recorded in the performance register.
- (16). Vendors should note that, the cost of one medicine inclusive of all prevailing taxes in one bill should not cross Rs. 30,000/- (Authority IR MODEL SOP, Medical Matters, Part 'B', item no. 7.a)
- (17). Whenever asked the vendor will have to show the purchase bill for the medicine/ other items to ensure genuineness of the items being supplied.
- (18). Railway reserves the right to send the drugs etc supplied in L.P. to be tested by Govt and other approved testing laboratories and if required to inform Drug controller for suitable action.
- (19). The offer of given discount on MRP will be valid for the entire period of validity or rate contract including the extended period if any.
- (20). Vendor shall indemnify the railway administration for any loss or liabilities arising due to defective/ sub-standard supplies by the vendor.
- (21). Standard packaging norms based upon the Medicines, Surgical Items and Consumables requirements shall be followed as per extant practice. Delivery shall be made by the supplier in accordance with the local requirements.
- (22). There should be non-encumbrance in terms of sales tax, income tax, vigilance enquiry/ litigation and blacklisting by any government organization.
- (23). The Drug retailer/wholesaler or his representative shall always be contactable /approachable over phone on all the days.
- (24). Average Annual Medicine, Surgical Items & Consumables worth approx Rs.960000.00 are locally purchased through vendors per year as per day to day requirement. Approx value of Local Purchase of Medicine, Surgical Items & Consumables annually is Rs.960000.00 and the period of contract is for **02 years. Hence the approx purchase in two years calculated as follows Medicine-1780800.00, Surgical Items Rs.134400.00 and**

		<p><b>Consumables Rs.76800.00</b></p> <p>(25). All disputes are subject to Sambalpur jurisdiction</p> <p>(26). In the year 2022, 2023 &amp; 2024 (Three Years) total value of purchase against rate contract was <b>Rs.35,03,697.00</b></p> <p>[(a) Medicine –Rs.31,53,328.00 (90%) ,</p> <p>(b) Surgical Items-Rs.2,10,221.82 (06%) &amp;</p> <p>(c) Consumables-Rs.1,40,147.88 (04%)]</p> <p>(27). Supply order will be placed by Medical Department, East Coast Railway, Sambalpur to the Suppliers.</p>
6.	<b>Special Conditions</b>	<p>(1). Validity of Contract will be 02 years (Two Years) from the date of signing of the contract by both the sides.</p> <p>Under exceptional circumstances, to maintain the continuity of supply, period of rate contract can be extended for a period maximum up to 03 months at a time with approval of Chief Medical Superintendent, Divisional Railway Hospital, Sambalpur with Finance concurrence from Associate Finance and not more than 06 months overall period.</p> <p>(2). Railway reserves the right to terminate the rate contract any time without assigning any reason to vendor. However competent authority (of the level of Tender Accepting Authority) shall give speaking orders with reasons to be recorded for such actions.</p> <p>(3). The procurement will be governed under the guidelines of New Drug Procurement Policy for Railway hospitals/ Health units et. Vide Railway Board's letter No. 2017/H/4/1/ Local Purchase (E- 3236402) Dated:31.07.2023.</p> <p>(4). The contract shall be governed by latest version (along with all correction slips) of IRS Conditions of contract, and all other terms and conditions incorporated in the tender document.</p>

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29/5/25  
CMS/SBP

**Chief Medical Superintendent  
E.Co. Railway Hospital  
SAMBALPUR**

*(Signature)*  
29/5/2025

**ACMS/STORE/SBP  
Addl. Chief Medical Superintendent (Store)  
Divisional Railway Hospital  
East Coast Railway, Sambalpur.**





भारत सरकार  
रेल मंत्रालय (रेलवे बोर्ड)  
Government of India  
Ministry of Railways  
(Railway Board)



2017/H/4/1/Local Purchase (E-3236402)

Dated: 31.07.2023

The General Managers, All Indian Railways/PUs, NF(C), CORE  
DG/RDSO/Lucknow, NAIR/Vadodara  
PCAO, PLW/Patiala, COFMOW  
CAO, WPO/Patna, RWP/ Bela  
CMDs/ MDs of Indian Railway PSUs/ Autonomous Bodies / Societies

**Sub: Local Purchase of Medicines, Surgical Items and consumables etc**

Ref: Railway Board letter No 2017/H/4/1/Local Purchase dated- 31-10-2018

Local Purchase of Medicines, surgical items and consumables etc. is an important requirement in providing adequate and timely health care services by Railway hospitals. Various Railways have been following different systems for Local Purchase bringing in non-uniformity in systems across Railways. In this background, to streamline the system, need was felt to adopt a uniform system across Railways. Vide Board's letter at reference above, guidelines were issued on the matter. The matter has further been examined in consultation with Health and Finance directorate of Board and in supersession of Railway Board letter under reference, the following guidelines are issued: -

## 2.0 The guidelines cover following aspects: -

- i) Local Purchase of medicines, surgical items and consumables etc by entering into Rate Contracts with vendors i.e. firms / distributors / chemist shops on the basis of discounts offered by vendors.
- ii) Process of receipt, accountal, payment and other related issues for such purchases.

## 3.0 Process for entering into Rate contract for local purchase.

- a. Separate rate contract shall be entered for each group i.e. Medicines, Surgical items and Consumables.
- b. Rate contract shall be for a period of two years. Under exceptional circumstances, to maintain the continuity of supply, period of rate contract can be extended for a period maximum upto 03 months at a time with the approval of hospital in charge i.e. MD (for Central hospitals and attached Health

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*Units) / CMS (for Divisional Hospitals and attached Health Units/ CMO (PUs) and concurrence of Associate Finance. Total extension shall not be more than 6 months.*

- c. Mode of tendering shall be single stage single packet system with OPEN tender.
- d. Eligibility criteria and other terms and conditions including required documents etc should be clearly and unambiguously detailed in the tender so that prospective tenderers can clearly understand the scope of supply and terms and conditions and acceptability of the offer can be considered by competent authority based on the tender documents of Railway and bids submitted by the vendors.
- e. While publishing the tender, the approximate value of the items purchased and broad information of items purchased in Local purchase in previous two years as well as likely to be purchased against the proposed rate contract needs to be included in the tender for the purpose of information to bidders, for fair competition and maintaining transparency in the tender.
- f. To ensure continuity of supply, process for entering into rate contract should be initiated sufficiently in advance to expiry of existing rate contract. Time of start of rate contract (e.g. one month from the date of rate contract) and period of rate contract with provision of extension should be stated in the tender.
- g. Tender may be called individual hospital-wise as decided by hospital in-charge i.e.MD (for Central hospitals) / CMS (for Divisional Hospitals)/CMO (for PUs)or for a group of Hospital with Health Units, / or Health Units by the MD or Divisional in-charges as per their jurisdiction.
- h. Tendering shall be through e-tender on IREPS. Guidelines on website/ print media advertisement for tendering process shall be followed:
- i. For evaluation of the bids received there shall be tender evaluation committee consisting of :
  - i. Three officers of Sr scale level (One each from Medical, Stores and Finance/Accounts department) for tenders with estimated value upto Rs 50 lakhs. The convener of Tender committee shall be from Medical department and Accepting Authority shall be minimum JA grade level ( from Medical Department).
  - ii. Three officers of JA grade level(One each from Medical, Stores and Finance/Accounts department) for tenders with estimated value above Rs 50 lakhs and upto Rs 10 crores. The convener of Tender committee shall be from Medical department and Accepting Authority shall be minimum SAG level (from Medical Department). In case no SAG level officer is posted/available and SAG/DACP is looking after the work of SAG, SAG/ DACP shall be accepting authority.
  - iii. Three officers of SAG level (One each from Medical, Stores and Finance/Accounts department) for tenders with estimated value above Rs 10 crores. In case no SAG level medical officer is posted/available and SAG/DACP is looking after the work of SAG, SAG/ DACP may be TC member. The convener of Tender committee shall be from Medical department and Accepting Authority shall be HAG level (from Medical Department).
  - iv. *Nomination of members by the respective department in-charges / PHOD's as the case may be.*
- j. Comparative charts of the financial bids for each of the categories (Medicines, surgical items and Consumables), in terms of discounts offered by vendors (vendor offering maximum discount






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being L-1), shall be prepared and vetted by accounts. Vetting is not required if tender is e-tender on IREPS and tabulation is system generated. In that case system as followed for e-tenders shall be followed.

k. Reasonability of the discounts offered by vendors shall be assessed while deciding the tender.

l. To avoid failure of supply in hospital, as per the need, Rate contract may be entered with more than one vendor for local purchase as per need. Decision in this regard shall be taken by hospital incharge i.e. MD (for Central hospitals) / CMS (for Divisional Hospitals)/CMO (for PUs). Such intention of the purchaser shall be disclosed in advance in the tender.

m. Quantity to be ordered against rate contracts shall be graded in relation to discounts offered by vendors i.e. L1 will get the maximum supply orders. In case of 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 in the ratio of 60:25:15 on monthly basis. Suitable mechanism may be worked out to implement this. While deciding the tender, the distribution should be followed as far as possible. These provisions must be transparently disclosed in the tender.

n. Vendors offering maximum discount on MRP shall be considered for rate contract, individually for each category- medicines, surgical items and consumables. If rate contract is to be entered with more than one vendor, discount offered by L1 should be counter-offered to other selected suitable higher bidders i.e. L2, L3 (as applicable) for acceptance. The bidders accepting the counter offers shall be finalized for placement of rate contract as per the predefined distribution. (The ratio will remain same to give the advantage to the one whose offer was L1)

o. The tender committee shall evaluate the bids received for eligibility, techno-commercial suitability and financial suitability of the bids and give its recommendations to the Tender Accepting Authority for its consideration through convener of the committee. Rate contracts shall be placed as per the acceptance of the Accepting Authority.

p. EMD / Security deposit, based on the annual estimated value of the Rate contract, should be taken from vendors as per the extant instructions.

#### 4.0 Techno-commercial details:

Complete techno-commercial requirements/details from Railway side and information required from vendors should be provided in the tender. Important requirements are listed below-

##### a. Service levels

- i. Services should be available 24x7 or 12x7 or 24x6 etc. (as per the requirement).
- ii. Supply/delivery of the items shall be done as per the local requirements.

For example –

- a. Items shall be supplied on the same day preferably before the closure of OPD, if the indent has been placed at least 4 hours before closure of OPD timings.

- b. In cases of life saving emergencies, vendor should be able to supply the item on a short notice preferably within one/two hour of being intimated on phone / Whatsapp / message or fax etc as decided.
- c. Different time limits can be set for different medicines, surgical items or consumables as per local requirements.
- iii. Timely supply against the supply order along with full quantity and quality/brand etc as asked shall be the essence of the contract.

**b. Facilities**

- i. Location related to the supply points/hospital(may only be included if considered essential as per the local conditions, else delivery requirements should cover this aspect)
- ii. Should follow statutory laws as laid down by central/state government authority for running the facility.
- iii. Requirement of proper storage, maintenance of stocks, cold chain etc (if required, specific requirement to be defined clearly in the tender)

**c. Legal/statutory requirements –**

- i. Valid drug license for storage and supply of drugs as stipulated by the local authority of the concerned state government. Also, valid license/legal/local formalities for establishment as well as manpower.
- ii. It should have the valid documents as laid down by Local, State and Central Government agencies or other government bodies from time to time.
- iii. GST registration details
- iv. Any other statutory / legal requirements.

**d. Financial capability:**

- i. Average Annual Turnover of the vendor for the last three completed financial years prior to date of opening of tender should be equal to or more than ( $\geq$ ) three times the average annual value of retail local purchase procurement made by that Railway hospital in the last three completed financial years or three times the estimated annual value of purchase, whichever is higher.
- ii. Vendor should show profits in at least two out of the three last three financial years. Balance sheet/Profit – loss account certified by CA should be called for this purpose.
- iii. Details of registration with any Government/Private/corporate Hospitals and past experience of supply to Government/Private/corporate Hospitals for establishing the performance/Capacity of the vendor. Documents related to registration and contract copies along with satisfactory working in these organisations should be called.



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**e. Others**

- i. Termination of Rate Contract – Railway reserves the right to terminate the rate contract any time without assigning any reason to vendor. However competent authority (of the level of Tender Accepting Authority) shall give speaking orders with reasons to be recorded for such actions.
- ii. The purchaser shall have the right to ask the vendor to show the purchase bill for the medicine/other items to ensure genuineness of the items being supplied.
- iii. Railway reserves the right to send the drugs etc supplied in L.P. to be tested by Govt and other approved testing laboratories and, if required, to inform Drug Controller for suitable action.
- iv. The offer of given discount on MRP will be valid for the entire period of validity of rate contract including the extended period if any.
- v. Vendor shall indemnify the Railway administration for any loss or liabilities arising due to defective/sub-standard supplies by the vendor.
- vi. Packaging and Delivery requirements: Standard packaging norms based upon the Medicines, Surgical Items and consumables requirements shall be followed as per extant practice. Delivery shall be made by the supplier in accordance with the Local requirements.

**5.0 Operation of Rate Contract**

- a. Supply Order against the rate contracts should be placed on the vendor(s) as per the criteria and periodicity fixed by the hospital in charge i.e. MD (for Central hospitals/*Attached Health Units*) / CMS (for Divisional Hospitals/*Attached Health Units*)/CMO (PUs) based on the requirement and fulfilling the criteria in the tender document/contract. Supply order shall be issued exercising Local purchase powers provided under Medical SOP for Medical department.
- b. Procedure for placing the supply order, i.e. whether through physical handover to the representative of vendor during visit to hospital/ health unit or through FAX or email / digitally signed order or any other means should be pre-decided and mentioned in the tender.
- c. Wherever HMIS is fully implemented, live data of stock of all drugs including alternatives will be visible to all doctors and pharmacists. Wherever HMIS is not available, Store pharmacist will circulate the updated list of available items in stock periodically (periodicity to be fixed by hospital in charge i.e. MD (for Central hospitals) / CMS (for Divisional Hospitals)/CMO (PUs) for the information of all doctors working in the hospital.
- d. Treating doctor will issue the LP slip to LP pharmacist who will compile all such prescriptions as per stock position, duly certifying that all the items indented are out of stock in store, and put up to the medical officer looking after store for necessary scrutiny. Then it will be put up to hospital in charge i.e. MD (for Central hospitals) / CMS (for Divisional Hospitals)/CMO (for PUs) for final approval. MD (for Central hospitals) / CMS (for Divisional Hospitals) /CMO (for PUs) can nominate a IRHS officer for this purpose.

It will be done through HMIS as per laid down procedure, wherever HMIS is implemented.

- e. After final approval, LP pharmacist will place the supply order on the vendor(s) as per the criteria and periodicity policy already decided.
- f. Timeline for supply should be strictly followed.
- g. If a vendor fails to supply as per the supply order placed as per contract conditions of rate contract, that particular item shall be procured from the next vendor due for the next supply order as per the criteria and periodicity policy already decided for placement of supply orders and the failure will be recorded in performance register against the defaulting vendor. If this arrangement fails and there is extreme urgency, hospital in charge i.e. MD (for Central hospitals) / CMS(for Divisional Hospitals) /CMO(PUs) can permit purchase from the open market.
- h. Poor performance of the defaulting vendor shall be recorded. Any extra expenditure incurred in arranging the required items due to default of the vendor in supply shall be recovered from the defaulting vendor.
- i. Efforts should be maintained to limit the local purchase. The items frequently procured through local purchase should be converted as stock item and their regular availability should be ensured by including these regularly in AMI/Supplementary indent / Special indent, procured by Stores department.

#### **6.0 Process of Receipt, Accountal, Payment, Issue and other related issues for items under local purchase.**

- a. Medicines and other items should be supplied by the same quality/ brand etc as mentioned in the supply order. No alternate or substitute will be accepted. However, in case there is no option, the indenting officer will obtain permission from hospital in charge i.e. MD (for Central hospitals) / CMS (for Divisional Hospitals)/CMO(PUs) for accepting any alternative medicine or item in consultation with the treating doctor.
- b. Wherever possible, Receipt register will be maintained by the store pharmacist on UDM and all items received should be entered into UDM Software. Details of each receipt shall be entered in this receipt register and sign of the vendor or its authorized representative while making deliveries shall be taken (with date and time along with his personal identity details) on the receipt register. Store pharmacist concerned taking the deliveries shall also sign the register against each delivery. Acknowledgement of the receipt of the items shall be given to vendor after entry in the register and signature of store pharmacist concerned and vendor or his authorized representative.
- c. Entries in the register shall be maintained neatly and properly and would be final and shall not be put to question in any dispute (including before any arbitrator/ court). This should be made part of the tender document.

Wherever UDM is integrated with HMIS, all items are to be taken from UDM directly to HMIS store module.





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d. Receipt register shall also keep record of the value of supplies with discounts as per the contract and total value of the supplies received from a vendor.

Receipt register shall also be maintained in UDM, wherever UDM is integrated with HMIS.

e. Performance register will be maintained by the store pharmacist concerned and shall be countersigned by a medical officer (doctor in-charge of store at that unit). It will have record of all – Failures in supply, delay in supplies, failure related to right quantity/quality/brand as asked for etc.


f. Bill should be verified by Pharmacist in charge of local purchase and by the doctor looking after the medical stores before same is submitted to the bill passing authority i.e. - hospital in charge i.e. MD (for Central hospitals) / CMS (for Divisional Hospitals)/CMO (PUs) OR nominated SAG/ JAG IRHS Officer, not below the rank of DMO. In case no SAG level medical officer is posted/available and SAG/DACP is looking after the work of SAG, SAG/DACP may be nominated for bill passing. For timely payment to vendors, schedule for processing of bills should be decided in consultation with finance.

g. Payment should be online directly to the vendor's bank account and all care shall be taken to ensure that bills are cleared within a reasonable period of time to be decided in consultation with Associate Finance.

h. System of ordering, receipt, accountal and payment of Local Purchase items should be digitized through integration of UDM with HMIS within 3 months.

i. Fund for Local purchase is not to exceed 15% of the budget allocated to that unit. If it is proposed to exceed, approval of PCMD is to be taken.

  
(Chandan Kumar)  
Director Railway Stores (IC)  
Railway Board

  
(Dr. Praval Pant)  
Director(IH)  
Railway Board

No. 2017/H/4/1/Local Purchase (E-3236402)

Dated: 31.07.2023

1. PFAs, All Indian Railways & Production Units
2. The ADAI (Railways), New Delhi
3. The Directors of Audit, All Indian Railways

  
For Member Finance  
Railway Board

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 31/8/23

