

**OFFICE OF THE
PRINCIPAL CHIEF MEDICAL OFFICER
Modern Coach Factory Raebareli**

EXPRESSION OF INTEREST

**INVITATION FOR REGISTRATION OF VENDORS FOR SUPPLY OF MEDICINES
CONSUMABLES, DISPOSABLES (SURGICAL), SUTURE MATERIALS, NARCOTIC MEDICINES
UNDER RETAIL PURCHASE TO MODERN COACH FACTORY, RAEBARELI-229120.**

LAST DATE FOR SUBMISSION: 21.08.2022

Website: www.mcf.indianrailways.gov.in

**Registration of Suppliers/ Vendors for Retail/Local purchase of Medicines/Surgical/
Consumables.**

1. Scope of Work:

Applications are invited for the registration of vendors for the supply of Branded Medicines (other than narcotics) Consumables and Disposables (Surgical), Pathology, Suture materials and Narcotic medicines under Retail Purchase to Modern Coach Factory, Raebareli-229120 under jurisdiction of PCMO/MCF/RBL.

As per directions of Railway Board the validity of panel of registered vendors for local purchase shall be of two years. However comprehensive review of the panel of registered vendors, including those vendors who have been included in the panel during the validity of the panel, shall be done once in two years.

2. Technical Eligibility Criteria:

- 2.1 The vendor should be in the jurisdiction of Municipal Corporation limit District Raebareli.
- 2.2 Vendor should be able to supply the above items 24x7 at Modern Coach Factory, Raebareli-229120, i.e. round the clock when asked. Supply of items in Retail Purchase should be made on the same day preferably before closure of OPD 4 to 24 hours. In case of life saving emergencies, vendor should be able to supply the item on a short notice, preferably within 1 hour of intimation.
- 2.3 The vendor must hold a valid drug license issued by the Drug Controller Authority of Uttar Pradesh for running a Chemist Shop on the date of submission of form and also ensure that their license remains valid till the end of the contract period. It is preferable if they have valid Narcotics License.
- 2.4 The vendor must not have been convicted/debarred/blacklisted by State Drug Authorities and no case should be pending under the Drug and Cosmetics Act and Rule against him.
- 2.5 Performance certificate for last 02 years from Institutions of Central Government /State Govt./Autonomous Body including Municipal Corporations/PSUs, etc. where the vendor has performed similar nature of work, i.e. supply of medicines, surgical, consumables, etc. to be submitted along with the application.

3. **Financial Eligibility Criteria:**

- 3.1 The annual turnover of the firm supported by CA's certificate for the last (03) three years should be at least 30% of the average total value of retail/local purchase procurement made by the Modern Coach Factory, Raebareli in the same three years.
- 3.2 The average/annual turnover of the firm/vendor should be minimum Rs. 6,00,000/- (Rs. Six Lakhs) for last 03 (three) financial years i.e. 2019-20, 2020-21 & 2021-22.
- 3.3 For financial capacity, the vendor should submit audited balance sheet for last 03 (three) years i.e. 2019-20, 2020-21 & 2021-22.

Note:

- (I) All documents submitted with the bids are self attested by proprietor and are liable to be rejected if the requisite information/documents are not furnished.
- (II) After found technically eligible, if valid drug license of any bidder is going to expire in near future then they have to make sure to submit the renewed copy of valid drug license 20 days before the expiry of old one.

4. **Period of Contract:**

The period of contract shall be initially for a period of two (02) years from the date of awarding of the contract.

5. **Right to accept/reject any bid:**

Principal Chief Medical Officer, Modern Coach Factory, Raebareli reserves the right to accept/reject any bid and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder.

6. **Bidding procedure, signing and submission of bid.**

The bidder must submit his bid in two parts as mentioned below.

PACKET- A shall contain "TECHNICAL BID" and all details other than rebate and **PACKET- B** shall contain "FINANCIAL BID" i.e. rebate percentage for different groups of items.

First Technical bid will be opened and a committee approved by the competent authority (PCMO/MCF/RBL) will visit the premises of Suppliers/ Pharmacies to see whether they are suitable to supply medicines to Modern Coach Factory, Raebareli or otherwise. The committee should submit report indicating clearly whether the applicant is suitable or unsuitable. The recommendation of the committee may be approved by CMO/MCF/RBL.

PART-I Called "TECHNICAL BID" contains the following documents:-

- a. Name and address of the firm/vendor with complete detailed address, phone number, fax number, bank details & crossed cheque.
- b. Approximate distance from Modern Coach Factory, Raebareli by shortest route.
- c. Self attested copy of valid Drug license.

- d. Copy of relevant deeds like Proprietorship & Partnership deed with Power of attorney.
- e. Copy of GST registration & Pan Card of the firm/proprietor.
- f. Copy of Performance Certificate.
- g. Self declaration stating that contract of the bidder is not terminated by any Govt./PSU Hospital in last three years and for truthfulness of documents.
- h. Last 03 years audited Balance Sheet in support of annual Turnover of the firm.

PART-II: Called “FINANCIAL BID” Containing following documents:-

The “Financial Bid” to be submitted in the format given as (Annexure-1)

- a. The Bid is liable to be rejected if the requisite information/documents are not furnished.
- b. Individual signing the Bid and other documents must specify whether he/she is signing as:
 - 1- A sole proprietor, of the firm.
 - 2- A partner of the firm, if it is a 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.

7. Evaluation of Bid:

Technically suitable bidders shall be considered for Financial Bid evaluation. Financial Bids shall be evaluated based on maximum discount offered on MRP by bidder for different groups of items. Vendors offering maximum discount on MRP should be considered for ordering individually for different groups of items. To ensure empanelment of maximum no. of vendors counter offer at rate of L-1 of different items shall be given to all other technically suitable bidders. Bidders accepting to give L-1 will only be considered for empanelment for registration for Supply of items on rotational basis.

8. Inspection of the Bidder premises.

- 8.1 After opening Technical Bid those who are found suitable/eligible, then the premises of the bidder will be inspected by the team nominated by the competent authority.
- 8.2 Physical verification of the premises/shop will be done.
- 8.3 Verification of original documents submitted in Technical Bid.
- 8.4 Verification of all physical amenities including cold chain maintenance, power backup etc.
- 8.5 To assess availability of adequate stock of “Medicine” and financial viability etc. before opening financial bid.

NOTE:

In case the team is not satisfied with the veracity of claims of the bidder he will be declared ineligible for participation in future process of registration of vendor and his financial bid will not be opened.

TERMS & CONDITIONS

1. The representative of the supplier for the particular day nominated as per rotation will visit Modern Coach Factory, Raebareli-229120 twice a day to collect the Purchase order and deliver the Medicine. If he fails to turn up then the next vendor in sequence on rotational basis will be given the order. Supply of items in retail/Local purchase should be made within 24hours of placing the order. In case of life saving emergencies, vendor should be able to supply item on a short notice preferably within 1hr. of being intimidated. Different time limits can be set for different medicines, surgical & Consumables.
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. Only in exceptional circumstances where the brand 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 require to supply the medicine manufactured by reputed firm.
4. Performance register will be maintained by Pharmacist concerned. The vendor or his representative while making deliveries shall signature (with date and time) on the receipt register/ receipt challan, record of which shall be maintained by pharmacist concerned.
5. The supplier will replace these items if found unsatisfactory free of cost.
6. 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.
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. Bills will be verified by Pharmacist I/c Local Purchase and DMO/ADMO and then scrutinized by PCMO/MCF/RBL Local Purchase for onward submission to paying authority.
9. 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. PFA/MCF/RBL will be paying authority.
10. TDS if applicable will be deducted.
11. The rebate on MRP will be valid for a period of two years.
12. Railways 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.**
13. Ordinarily the Supplies shall be of recent manufacturing and expiry date shall not be less than six months from the date of supply.
14. An Approved Committee approved by the competent authority shall inspect the premises of suppliers/chemist to judge the suitability. Committee shall submit the report to PCMO/MCF/RBL, the accepting authority.
15. No application will be accepted after prescribed closing time for submission of the same. The delay will not be condoned for any reason whatsoever including postal/transit delay. However,

if the last date of submission of application is declared as a holiday by the government, the last date of submission of application will be extended to the next working day.

16. In case of any dispute arising out of out of the contract before going to Arbitration the PCMO/MCF/RBL will be the competent authority to decide the issue.

17. 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 Manger/MCF/RBL.

a) The Gazette officer's appointment as arbitrator will not be those who had an opportunity to deal with the matter to which the tender/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 Statuary 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.

18. Alteration and addition can be made to the agreement with the mutual consent of both the parties.

19. Supplier will indemnify the Railway Administration for any loss or liabilities arising due to defective/ Sub-standard items supplied by Firm/Supplier.

20. Railway administration reserves the right to impose a fine of rupees five hundred/day for late delivery of Medicines beyond the statuary period of four hours.

21. All disputes are subject to Lucknow High Court or its subordinate courts only.

22. The Contract may be terminated by Administration by giving thirty days notice.

23. The Contract shall be liable under PFA Act and weight & measurement Act.

24. The last date of submitting the application form along with requisite document is 21.08.2022 till 17.00 hrs. in the office of PCMO/MCF/RBL. Inspection will be done by the consignee as destination.

25. The items will be purchased on retail as per PCMO's SOP of Rs.50,000/- per item per day inclusive of Tax.

A Committee approved by the competent authority will visit the premises of supplier/Pharmacies to see whether they are suitable to supply these items to MCF/RBL Hospital or otherwise. The committee should report indicating clearly whether the applicant is suitable or unsuitable. The recommendation of the committee may be approved by PCMO/MCF/RBL.

(For & on behalf of President of India)
The Principal Chief Medical Officer
Modern Coach Factory, Raebareli-229120.

PCMO/MCF/RBL

Packet "A"(Technical bid)

Sub: Application form for registration of Pharmacy/Supplier of Branded Medicines, Consumables & disposables (surgical), CAPD Fluids, Dental, Pathology and Suture materials.

Our details are as under:

1. Name of the firm/Supplier :
2. Address :
3. Telephone No. :
4. Fax No. :
5. App. Distance from MCF/RBL/Hospital :
6. Name & address of Proprietor :
7. Details of statutory Drug License :
Registration CST No. etc.
(Supporting documents to be attached)
8. Turnover for the last 3 years
2019-20 :
2020-21 :
2021-22 :
9. Details of regular supply/emergency
i) Supply being made to railway/others
ii) Govt. Hospitals in last 3 years
(Supporting documents to be attached)
10. 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.
11. Details of the bankers of the firm :
(Bank report of last 3 years to be submitted)
12. Submit offer and make commitment
On behalf of the firm
(Authorization documents to be submitted)
13. 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
Name & Address of the Signatory with stamp

Name & address of the signatory with stamp

Note: This form should be submitted in a sealed envelope marked “Packet A ” along with packet-(B) to be separately and then put in one big envelope

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	TIN NO.	:	
14	Signature of Beneficiary	:	

Signature of Bank Official with Stamp

MCF/RBL

EXPRESSION OF INTEREST NOTICE

The Chief Medical Officer, Modern Coach Factory, Raebareli acting for and on behalf of The President of India invites Expression of Interest for registration of suppliers for supply of Branded Medicines, Consumables, Disposables (Surgical), Suture materials under retail purchase to Modern Coach Factory, Raebareli-229120

Name of Work : Registration of suppliers application on prescribed Performa are invited from pharmacies/suppliers/firms located within approximately 25 KM (Twenty-five km.) radius from Modern Coach Factory Raebareli-229221, by the nearest route to register them for supply of Branded Medicines, Consumables and Disposables (surgical), & Suture material to Modern Coach Factory, Raebareli-229120 under jurisdiction of Principal Chief Medical Officer, Modern Coach Factory, Raebareli-229120

Packet “B”(Financial bid)

Principal Chief Medical Officer,
For & on Behalf of President of India
Modern Coach Factory, Raebareli-229120

Rebate offer form to be filled by firm/supplier due date: 21.08.2022 at 17.00 Hrs.

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

- 1.Rebate on retail day to day Generic Medicines.....%
- (In words.....%)
- 2.Rebate on retail day to day Non-Generic Medicines.....%
- (In words.....%)
- 3. Rebate on consumables & disposables (surgical) items.....%
- (In words.....%)
- 4. Rebate on Sutures%
- (In words%)
- 5.Rebate on Pathology items%
- (In words%)

Vendor offering maximum discount on MRP shall be considered for ordering individually for different group.

Note: This form should be submitted in a sealed envelope marked “Packet B” along with Packet-A to be separately and then put in one big envelope.

- 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 on found missing.
- 5. Supplier must read specially following instruction to minimum rebate before quoting the rate otherwise offer will be treated invalid.

Name and address of the signatory.....

Date.....

Signature of the authorized Signatory/Proprietor of the Firm
Name & Address of the Signatory with stamp