

The M.P. Hospital Supplies Rules, 1972

MADHYA PRADESH

India

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Rule THE-M-P-HOSPITAL-SUPPLIES-RULES-1972 of 1972

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The M.P. Hospital Supplies Rules, 1972 Published vide Notification No. 3702-2189-71-17-Med-4, dated 31-10-1972, published in the M.P. Rajpatra, Part 4 (Ga), dated 23-3-1973 at pages 82-93 The State Government hereby makes the following rules for supplies to Government hospitals in the State, namely :-

1.

(a) These rules may be called the Madhya Pradesh Hospital Supplies Rules, 1972. (b) These rules shall come into force on the date of their publication in the "Madhya Pradesh Gazette". (c) These rules shall be in force in the whole of Madhya Pradesh.

2.

In these rules, unless the context otherwise requires- (a) 'Appendix' means the appendix annexed to these rules; (b) 'Article' means and includes food-grains, vegetables, milk, butter, ghee, oil, spices, meat, eggs, fruits, fuel and such other articles as are required for use in the hospitals; (c) 'Hospital' means the hospitals attached to the Government Medical Colleges established in Madhya Pradesh, District Hospitals, Tehsil Hospitals, Primary Health Centres, T.B. Hospitals and clinics, Mental Hospitals, Leprosy Hospitals and Allopathic and Ayurvedic Dispensaries; (d) 'Director' means the Director of medical Services, Madhya Pradesh and includes any officer performing the duties of the Director; (e) 'Dean' means the Dean of Medical College and includes any officer performing the duties of the Dean; (f) 'Superintendent' means the Superintendent of the Hospitals attached to the Medical College and of the T.B. and Mental Hospitals and includes any other officer performing the duties of the Superintendent; (g) 'Civil Surgeon' means the Civil Surgeon of the District Hospitals and includes any officer performing the duties of the Civil Surgeon; (h) 'Purchase Committee' means the local purchase committee consisting of a Chairman and four members appointed by the Director; (i) 'Tehsildar' means the Tehsildar of a Tehsil and includes any officer performing the duties of Tehsildar.

3.

Annual purchase or purchases exceeding the value of Rs. 5,000 of necessary articles shall be made inviting sealed tenders from reputed and reliable suppliers.

4.

Contracts for each financial year shall be entered into by a hospital or a group of hospitals at reasonable prices. The date of publishing, the tender notice for different articles, opening of tenders and preparing and sending the comparative statement to the Director and the period of issuing the sanction prescribed in Appendix 'A' should be adhered to. Supply of the articles shall be received in convenient instalments depending on the storage arrangements available in the hospitals concerned. Piece meal supply shall not be allowed in those hospitals where large scale storage arrangements are available. In the primary health centres and Civil Dispensaries, where the number of patients is comparatively less, it shall be the duty of the District Health Officer/the Civil Surgeon to make an arrangement for the supply of articles required for a period of not less than one week. Separate contracts should be entered into for :-(1) Food-grains, (2) vegetables, (3) milk, (4) ghee and oil, (5) spices, salt and sugar, (6) meat and eggs, and (7) fuel. Details of the items specified under each class have been given in appendix 'B'. Tea and Vegetable Oil should be purchased by contacting the agents of the company. Milk, butter and ghee should invariably be purchased from the Government Dairy. If wheat, rice and sugar are supplied from fair price shops on permits issued by the District Food Officer, the facility, whenever available, should always be availed of. Milk shall be tested twice a week and if any adulteration is found, deductions for the same shall be made from the money due for the milk supplied during the preceding four days. Samples shall be taken in the presence of the contractor or his representative. If the Civil Surgeon/Superintendent has reason to believe that the contractor or his representative is reluctant to give the sample then he himself shall arrange to take the sample and get it tested. How much milk should be purchased and how it should be distributed shall be determined by the Director according to the requirements.

5.

(a) The officers of the hospitals shall prepare an estimate of the requirements for the year on the basis of the average annual consumption during the last two years and thereafter they shall submit the same to their respective Civil Surgeon/District Medical Officer or where there is a hospital attached to a Medical College to the Superintendent of the hospital. They shall invite tenders after compiling the requirements of all the local hospitals. (b) When a Tehsil Hospital or a Primary Health Centre is situated far from the District Hospital and if it is convenient to purchase things independently, the Medical Officer of the hospital shall himself assess the requirements as above and invite tenders.

6.

(a) The tender notice should be widely published locally by beat of drums with the help of the

Tehsildar or the Municipality.(b)The tender notice for the contract of annual purchase amounting to more than Rs. 5,000 shall be published in the "Madhya Pradesh Gazette" and two local dailies of wide circulation in Appendix 'C' specifying therein clearly the approximate quantity of the articles to be purchased and the manner in which the tender forms shall be obtained. The quotations shall be called for in decimal system.(c)The tender notice shall also be sent to the reputed suppliers. A list of such suppliers shall be maintained in every hospital and the names of the black-listed suppliers shall also be mentioned therein. Black-listing shall be done under the orders of the Directors.

7.

For the supply of requisite articles in huge quantity sealed tenders shall be invited in Appendix 'D' and on the conditions specified therein. Earnest money equal to two per cent of the value of the tenders should be credited in the Government Treasury under the appropriate head and a copy of the challan should be sent along with every tender. After the acceptance of the tender the said amount shall be refunded to those tenderers whose tenders have or equal to fifty per cent of the value of the tender shall have to be submitted along with the tender. The earnest money of the successful tenderer shall not be refunded but before supply of the contracted articles he shall be required to deposit as security an additional amount equal to 3 per cent of the contract money so as to make 5 per cent of the total value of the contract. The sanctioning of the contract shall be considered only when the Sales Tax Clearance Certificate is submitted by the tenderer alongwith the tender. It is essential to submit the solvency certificate along with the tender. In case, the cost of contract is up to Rs. 5,000 the solvency certificate shall not be required. If only one quotation is received in a tender, it may be accepted as a special case keeping in view the prevailing market rate.

8.

A period of two to three weeks shall be allowed between the date of publication of the tender notice and the date of opening the tenders for scrutiny. A notice as to time, date and place of opening the tenders shall be affixed on the notice-board. The delivery of articles supplied shall be taken at the store of the hospital by the person authorised by the Superintendent/Civil Surgeon or Medical Officer at the appointed time and no additional payment over and above what has been specified in the tender shall be made for their weightment and transport. The additional charge shall be borne by the tenderer.

9.

Tenders shall be received during office hours and they shall be registered on the same day. Tenders handed over to any officer or official at his residence or before or after the fixed time shall not be accepted. Tenders received even in the office after the fixed time shall not be opened for consideration.

10.

(a)Tenders shall be opened at the fixed time and place before purchase committee in the presence of the tenderers if present. Immediately after opening of the tenders the Chairman and the members of the Purchase Committee shall put their signature with time and date on every page of the tender and shall record thereon a certificate to the effect that there are no erasures or overwriting in the tender, and if there is any, then it should also be recorded as to what is that erasure or overwriting and it is at what place. After opening of the tenders, they shall be read out to all the tenderers and if desired they shall also be shown to them, and they may sign on them.(b)On the date of opening of the tenders the prevailing market rates or all rates shall be recorded in a comparative statement.(c)After preparing the comparative statement, the Purchase Committee shall record its opinion. In case only one tender is received, it shall be taken in consideration keeping in view the market rates and may be sent for acceptance. Thereafter the tender notice, original tenders and original copies of the challan, the solvency certificate, the rates obtained from the Tehsildar and the comparative statement shall be forwarded to the Director for acceptance and shall be accorded not on the basis of the value of the articles included in each category but on the basis of the lowest rates quoted by the tenderer for each article keeping in view the quality of the article. On receiving the acceptance the tenderers shall be informed, that their tenderers have been accepted and that they should deposit 3 per cent of the total tender value in the Treasury and produce the challan and should sign an agreement in the form given in Appendix 'E' before commencing the supply of the articles of the contract.(d)It is not necessary that the accepted rates of the tender should not be more than those certified by the Tahsildar.

11.

Any tenderer aggrieved by the order of acceptance of the Director may appeal to the State Government, within 30 days, whose decision shall be final.

12.

Where the Dean, Superintendent, Civil Surgeon and the District Medical Officer are competent to accept the tender, any tenderer aggrieved by the order of acceptance may appeal to the Director, within 30 days, whose decision shall be final.

13.

If the contractor, after complying with the prerequisites mentioned in Rule 10 fails to commence the supply within eight days from the date of the receipt of the acceptance his earnest money shall be forfeited and his name shall be black-listed. No tender form shall be issued from the office for contract to such black-listed contractors in the ensuing years. Whenever the name of any contractor is black-listed by the Director he shall intimate that name to all the hospitals in the State.

14.

If the contractor, after complying with the prerequisites mentioned in Rule 10 fails to supply the articles as per agreement, the Superintendent, Civil Surgeon, District Health Officer and Medical Officer shall have the power to impose a fine up to Rs. 50 for every default, which the contractor shall have to deposit before making the next supply and if the contractor after the fine imposed thrice fails to improve, the fact shall be reported to the Director, who shall have the power to cancel the contract. If the contractor fails to supply any article in time the Superintendent, Civil Surgeon, District Health Officer and the Medical Officer shall have the power to purchase the said articles immediately from the local market without calling for quotations and if the Government is put to any loss by making such purchases, to deduct an amount equal to the loss sustained from the monthly bill of any category or from the security deposit of the contractor. A contractor aggrieved by any such order shall have the right to appeal to the Director within a period of 30 days, whose decision shall be final.

15.

It shall be the duty of the Civil Surgeons/Superintendents of the hospitals to exercise check over the quantity of the articles to be purchased and they should see that there should be reasonable grounds for purchasing any article in excess or short of the estimated quantity. For this purpose either they may themselves sign the daily indent to be furnished to the contractor or authorise any of their subordinate gazetted officers for this purpose. In no case shall an indent signed by the steward or Dietician be sent to the contractor.

16.

While communicating sanction of the contract to the contractor, the annual estimated quantity of the articles to be purchased should also be communicated to him and a copy of the same should be supplied to the Accountant of the office so that he may, while receiving orders for the payment of the bills, bring this fact to the notice of the Superintendent of the Hospital/ Civil Surgeon/Medical Officer whether any article is being purchased in excess or short of the estimated quantity.

17.

If at any place no tender is received within the fixed time after publication of the tender notice the time for receiving tenders may be extended by next contract is sanctioned, provided the contractor is ready to supply the tenders received, no tenderer has furnished a solvency certificate or in its absence a challan for 10 per cent of the total value of the tender, then the articles shall be purchased from the contractor of the same category of the previous year till the next contract is sanctioned, provided the contractor is ready to supply the articles on the same rates, otherwise, the purchase shall be made from him on the rates certified by the Tehsildar. If the contractor of the previous year is not ready to supply the articles, then the Director shall have the power to constitute a committee after recording justification of the officers and employees of that hospital consisting of not less than

three and not more than five members for the purpose. The committee shall, from time to time and according to the requirements purchase the articles on cash payment from the local market. The Purchase Committee shall see that such purchases are not made from one dealer only and that the purchases are made according to the Store Purchase Rules. Stock Registers should be maintained for all items as per Store Purchase Rules. This should be checked and signed monthly by the Controlling Officer. Appendix A[See Rule 4]

1. For the annul contract commencing from 1st April. Categories 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12.

Date of Publication of tender notice	1st January
Date of opening of tenders	15th January (Afternoon)
Date of sending comparative statement for acceptance	30th January
Period within which acceptance will be communicated by the sanctioning officer.	From 1st February to 15th March.

Note. - (1) If any of the above prescribed dates happens to fall on Sunday or a Gazetted holiday, the said action may be taken a day earlier than the above mentioned date. Note. - (2) It shall be the responsibility of the Superintendent/Civil Surgeon/Medical Officer to send tender notice for publication to the Publicity Department at least 3 weeks before the date of its publication. Appendix B[See Rule 4]Category 1-Wheat (Pissi, Malwi, Sharbati, Kathia)Rice (Coarse).Pulses (Arhar, Masoor, Mung, Split with husk).(Samples of the quality of articles to be purchased should be kept available in the office in sealed glass jars so that the tenderers may fill in their tenders accordingly).Category 2-Spices, Mustard (Rai), Fenugreek, (Methi), Cumin Seed (Jeera), Turmeric (Haldi).Coriander seed (Dhania), Asafoetida (Heeng),Aniseed (Sonf), Nigella Indica (Kalonji),Cinnamon (Dalchini), Black Pepper (Kali Mirch).Salt-Pulverized.Chilli-Pulverized.Sugar-Crystalline.(Samples of the quality of articles to be purchased should be kept available in the office in sealed glass jars so that the tenderer may fill in their tenders accordingly).Category 3-Wood-Assorted (cut into places as per requirements).Charcoal-Sieved in a sieve of 21.2 cm.Soft coke, Hard coke and Cowdung cakes which should not be more than 3 in one kilogram.Category 4-

1. Potatoes (Aloo)

2. Sponge gourd (Gilkee)

3. Bottle gourd (Loki)

4. Spinach (Palak)

5. Gourd (Kaddu)

6. Cauliflower (Phool gobhi)

7. Cabbage (Patta gobhi)

8. Brinjal

9. Onions.

10. Green chillies

11. Kothmeer

12. Methi bhaji

13. Ginger

14. Garlicks.

15. Lemons

16. Tomatoes.

Category 5 (Fruits)-Mausambi-Not more than eight in 1 kg. Orange-Not more than eight in 1 kg. Plaintain-Not more than 12 in 1 kg. Papaya Category 6-Bread-200 grams each. Category 7-Meat of goat. Category 8-Eggs-(of hens), weight should be 30 grams per egg. Category 9-Milk 5 per cent (fat). Category 10-Butter, pure ghee. Note. - Pure ghee shall be purchased by Ayurvedic Dispensary only. Category 11-Oils, hydrogenated vegetable oil, (Dalda, Lotus or Rath Brand). Category 12-Tea (Hotel brand dust). Appendix C[See Rule 6 (b)] Tender Notice Tenders are invited for supply of articles of the following categories required for use in the local hospitals from (date)..... to..... Separate tenders should be sent for different categories in separate sealed covers and they should reach the office of the undersigned up to (time)..... on (date)..... No tender will be entertained after the specified date;

Sl. No. Name of the category

1. Wheat, Rice and Pulses.
2. Spices, Salt, Red chillies, Sugar.
3. Fuel charcoal, soft coal, soft coke, hard coke and cowdung cakes.
4. Vegetables.
5. Fruits.
6. Bread.

7. Meat (of goat).
8. Egg (of hen).
9. Milk.
10. Butter.
11. Ground nut oil hydrogenated vegetable oil (Rath, Lotus or Dalda).
12. Tea.

(Article for which no tenders are invited should be deleted from the tender notice).

2. Tender form, estimated quantity of articles and conditions of the contract can be obtained from the office on any day (except holidays) during office hours. Tender forms and conditions of the tenders can be obtained from the office by depositing in cash 25 paise per tender form and rupee one per copy of the conditions of the tender.

3. The categories given above do not mean that the tender whose total value for all the articles included in the category is lowest shall be given contract. Generally the lowest quotations separately for different articles in each category offered by the tenderer shall be taken into account for giving contracts for that particular article.

4. Along with the tender copy of the challan should be sent in proof of having deposited in the Government Treasury an amount equal to 2 per cent of the total value of the contract as earnest money under the head "T-Deposits and Advances Part II-Deposits not bearing interest C-Deposits." This challan shall be returned in case the tender is not accepted.

5. After acceptance of the tender and before commencement of the supply of articles the earnest money of 2 per cent shall have to be increased to 5 per cent and be known as security deposit. If the contractor is unable to produce the challan he may produce a call deposit receipt of an equal amount from any Scheduled Bank.

6. It is essential to send along with the tender a Solvency Certificate of an amount equal to 50 per cent of the value of the contract issued in the name of the tenderer or a Bank Guarantee of an equal amount of a Scheduled Bank or a copy of the challan after depositing an amount equal to 10 per cent of the value of the contract under the appropriate head in the Government Treasury or a call deposit receipt of a Scheduled Bank. In case of non-compliance of

one of the above four conditions the tender shall be treated as incomplete and it shall not be taken into account. An assurance to submit the same separately shall not be accepted.

7. In the tender the rates shall be quoted in decimal system both in figures as well as in words, and those rates shall be inclusive of sales tax.

8. The tenders shall be opened on (date)..... at (time)..... (at place)..... before the Purchase Committee before the tenderers present on the occasion.

9. On the expiry of the contract if the contract for the next year is not accepted due to any reason, the contractor shall have to supply the articles till the new contract is entered into on the rates sanctioned for the last year, and this period shall not be of more than one month's duration.

10. All supplies shall be made from time to time to the officer appointed for this purpose in the Kitchen of the hospital according to his written indent and for this no additional charges shall be paid.

11. The undersigned shall have power to reject any tender without assigning any reason.

Signature and Designation. Appendix D [See Rule 7] Tender Form From Name and address of the tenderer To

1. Dean, Medical College.

2. Civil Surgeon Distt.

3. Medical Officer.

4. Superintendent. Strike out which is not applicable.

Sir, With reference to the tender notice published in..... (name of the newspaper) on (date)..... I/We am/are submitting in the prescribed tender form my/our tender/tenders for the following articles on the terms mentioned therein and on the conditions of the contract obtained from the office. A copy of the challan depositing the requisite earnest money/call deposit receipt/solvency certificate for rupees..... and a Bank Guarantee are enclosed therewith.

Sl. No.	Name of the article	Estimated quantity	Rate	Total
(1)	(2)	(3)	(4)	(5)

Enclosures:

Signature of the Tenderer

Place

Date

Declaration

1. I/We am/are a citizen of India.

2. I/We am/are competent to enter into a contract in accordance with the Indian Contract Act.

3. 1/We have not been blacklisted by any department of the Government of Madhya Pradesh on account of unsatisfactory supply of articles.

4. I/We am/are neither an agent nor am/are I/We working for such a contractor who has been blacklisted by any department of the Government of Madhya Pradesh.

Signature of the TendererPlaceDateAppendix E[See Rule 10(c)]AgreementThis agreement is made this..... day of..... 197..... between Shri..... s/o..... resident of..... in the..... Tehsil of the..... District a Company/Society registered under..... Act..... and having its registered office at..... acting through..... (hereinafter called the contractor, which expression shall, where the context so admits, include his heirs, executors administrators, representatives and assigns of the one part, and the Government of Madhya Pradesh, acting through the Superintendent/Civil Surgeon..... (hereinafter called the Governor, which expression shall, where the context so admits, include his successor/successors-in-office) of the other part;Whereas, the contractor has on the terms hereinafter contained and on the conditions of the contract supplied by the office offered to undertake, for a period of one year commencing from..... and if necessary for a further period of one month, supply of the articles as mentioned in the schedule given below (hereinafter referred to as the said articles) to the Governor for the local hospitals;And whereas the Governor has agreed to purchase from the contractor the said articles on the above terms and conditions and rates;Now, therefore, this agreement witnesseth and it is hereby agreed as follows :

1. (a) The contractor shall during the period of one year commencing from..... and ending on..... and, if necessary for a further period of one month, supply, annually/monthly/weekly/daily between..... to..... the articles according to the quantities and within the time specified in the

supply order sent to him from time to time by the Superintendent/Civil Surgeon/Medical Officer (hereinafter referred to as the competent authority) and on the rates specified in the schedule given below without any other charges.

(b)The contractor shall always keep ready for supply one week's quota of all non-perishable articles specified in the supply order issued to him.

2. The articles supplied under this agreement shall be of fair average quality and shall conform to the approved samples and shall be hygienic and clean and free from dust, dirt, gravels or other foreign matter, moisture, and insects and shall be fit for human consumption.

3. The competent authority may reject the articles supplied under this agreement which do not conform to the requirements of clause 2. The contractor shall be bound to remove at his own expense and risk the articles so rejected and shall immediately make a fresh supply of articles in such quantity which is equal to that of the articles rejected for not being in conformity with the requirements of clause 2. The decision of the competent authority to the effect that the articles supplied under this agreement do not conform to the requirements of clause 2 shall be conclusive and binding. All the articles so rejected shall, after rejection be immediately removed by the contractor and in case they are not removed within the period fixed for the purpose in a written notice issued by the competent authority, the competent authority shall sell them by auction or otherwise. The sale proceeds shall be paid to the contractor after deducting the expenses, if any incurred on the sale.

4. In case the contractor fails to supply the articles within the time mentioned in clause 1 (a), the competent authority shall be free to make good the shortage by purchasing it from anywhere at the risk and cost of the contractor. In case of such a purchase, all expenses whatsoever incurred in excess of the costs which would have been paid to the contractor at the rates on which the contractor have agreed to supply the articles, shall be deducted from any of the amount payable to the contractor or shall be recovered from him as arrears of land revenue or from his security deposit.

- 5. When the amount of security deposit falls short on forfeiture of the security deposit under clause 4 the contractor shall make good the shortfall within 7 days of the receipt of the notice therefor, failing which the Director may terminate the agreement.**
- 6. The contractor shall not without obtaining prior written permission from the competent authority lease out the work or any part thereof as a task or piece work, nor he shall assign, sublet or transfer any rights relating to the payment thereof to any other person nor he shall allow any other person or persons to be associated with him in the execution of the contract.**
- 7. Subject to clause 3 the decision of the Director on any dispute arising under this contract shall be conclusive and binding on the parties.**
- 8. The contractor shall not have under any circumstances whatsoever any monetary dealings with any of the officers or employees of the concerned hospital or the Health Department, nor shall he pay them through others any fee or presents or make any promise for the same.**
- 9. This agreement shall be and shall always be deemed to be subject to the provision of the Madhya Pradesh Hospital Supplies Rules, 1972 and also of the terms and conditions of the Tender Notice issued under Government Notification No..... dated..... all of which shall form part of this agreement and shall be construed to have been specially provided for in these presents.**

Schedule

Item (Description of the articles)	Quality	Quantity	Rate	Remark
(1)	(2)	(3)	(4)	(5)

In witnesses whereof the parties hereto have signed this deed on the day and year respectively mentioned against their signatures. Witnesses :

1.

2.

3.

DateContractorSuperintendent/Civil Surgeon.