

Government of West Bengal
Department of Health & Family Welfare
TDE Branch
Swasthya Bhawan
GN-29, Sector-V, Salt Lake, Kolkata – 700 091

Memo No.H/TDE/26/M-02/2012

Date 10th January, 2012

Memorandum

Sub : Procurement guideline of drugs/consumables for Janani Sishu Surakshya Karyakram(JSSK)

In order to reduce infant and mother mortality, GOI has decided to provide free treatment under JSSK in Government Institutions to all pregnant mothers opting for institutional delivery and to the neonates. In this respect an order has been issued by the Commissioner, Family Welfare & Secretary vide Memo No H/CFW/Gen-348/H/SFWB/11 dt 09-08-2011. Transportation of mother and children is already covered under the Matriyan Scheme. Regarding Investigations, clarification has been issued by the State Welfare Officer vide No H/SFWB/972(18) dt 09-12-2011. The revised arrangement for procurement of drug and consumables under JSSK will be as follows -

A. All procurements for JSSK shall be made from the fund available for JSSK at all tiers.

B. Procurement at CMOH level

- i) Presently, the CMOHs place orders with the CMS approved firms to distribute the drugs & consumables to different hospitals as per their average requirement at approved rate.
- ii) In case of non-supply from the CMS approved firm/drugs required for JSSK, but not listed in CMS catalogue, CMOH now invites tender as per the provisions of G.O. No. 10500-F dated 19.11.2004.
- iii) (i) & (ii) will continue.
- iv) Henceforth the size of the quantity ordered at a time shall be limited to the average consumption for three months for the whole district. The average will pertain to the most recent three month period with adequate, verifiable data.

C. Procurement at Superintendent (including primary tier)/MSVP Level

- i) At present, the superintendent/MSVP places orders with the CMS approved firms to supply drugs & consumables, in case the required quantity is not made available to him or is not being supplied from the DRS / CMOH.
- ii) In case of non-supply from CMS approved firm/ drugs required for JSSK, but not listed in CMS catalogue, the superintendent/MSVP can now invite quotation as per the *Financial Power for procurement* [vide Department's Order No HFW/HSDI/332/2010 dated 21.06.2010 and W.B. State Samity's No SHFWS/Estd-377/2010/4404 dt. 23.12.2010].
- iii) The superintendent/MSVP is hereby empowered to issue such supply order only for 15 days average consumption at a time. Here, average consumption levels would be set by the Superintendent / MSVP based on the most recent and relevant data.

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D) Need based procurement/emergency procurement during treatment of individual patient in respect of the items not available in the hospital store:

i) Selection of Supplier:

Superintendent/MSVP shall invite quotation from the local medical shop holders within January 2012 for selection, for supply of drugs and consumables on *discount based on MRP* (discount is applicable for all drugs & consumables to supply to hospital) and make formal arrangement by executing a contract as per format in Annexure-II. Under no circumstances the rate shall be more than the printed MRP price. In other words, the lowest accepted Quotations will have the highest discount level over the MRP.

- o Two or three medical shops shall be fixed for supply at L₁ rate in order to ensure uninterrupted supply of drugs and consumables for 24 hours.
- o At least one of the selected shops shall remain open at night.
- o The quotation rate shall remain valid for one year or such period as the RKS may approve.

(ii) Procedure for requisition

- The Medical Officer (bed holder of Maternity Ward)/ Medical Officer (bed holder of paediatric ward/neonatal) /Medical Officer on duty at SNCU/Primary tier hospital are allowed to issue the requisition for the items, which are not available in the hospital store / unit, in the format Annexure-I (must be on patient basis) in duplicate.
- Items requisitioned are expected to be within the drug protocol of JSSK.
- Requisition for Life Saving Drugs, which is not under the JSSK protocol, is allowed for emergency cases. A Monthly Report in this regard shall be submitted to the SFWO with a copy to CMOH & the Chairman, RKS.

(iii) Duties of Sister-in-charge:

Sister-in-charge on duty shall receive the drugs and consumables as advised by the Medical Officer (bed holder of Maternity Ward)/ Medical Officer (bed holder of paediatric ward) /Medical Officer on duty at SNCU/Primary tier hospital and acknowledge the challan of the supplier.


She will also record the receipts in her stock register and certify the same on the challan.

(iv) Payment protocol for requisitioned drugs and consumables shall be as under:

- The payment shall be made from the fund of JSSK allocation available with the Superintendent.

The medical shop holder who has delivered the medicines/consumables shall produce the bill daily/weekly to the Superintendent (as may be mutually agreed between the supplier and the superintendent) with the copy of acknowledged challan and requisition slip issued by the Medical Officer (bed holder of Maternity Ward)/ Medical Officer (bed holder of paediatric ward) /Medical Officer on duty at SNCU/primary tier hospital.

- The Superintendent on receipt of bill as in (b) above shall make 90% payment on presentation. The remaining 10% shall be paid within a week after examination of documents to ensure that the items received by the respective sister-in-charge tally with the requisition slip (second copy) kept with sister-in-charge.



O.S.D & e.o. Special Secretary (TDE)
Department of Health & FW

Memo No.H/TDE/26/M-02/2012

Date 10th January, 2012

Copy forwarded for information & necessary action:

1. The Director of Medical Education & e.o. Secretary, Govt. of WB
2. The Director of Health Services & e.o. Secretary, Govt. of WB
3. The Secretary (Nursing), Deptt. of Health & FW, Govt. of WB with request kindly to consider to issue matching order through DDHS(Nursing) to regulate the duty of Sister-in-Charge.
4. The Executive Director, WBSH&FW Samiti
5. The Additional Mission Director, NRHM, West Bengal
6. The Director(Finance), State FMG, West Bengal
7. The Jt. DHS(FW) & SFWO, West Bengal
8. The Dy. DHS(Nursing), West Bengal
9. The Programme Officer, NRHM, West Bengal
10. The Chairperson, RKS / Vice Chairperson, RKS _____
- 13.The Chairperson, Governing Body _____
- 14.The District Magistrate _____
- The CMOH, _____
- 15.The MSVP/Superintendent, _____
16. PA to the Principal Secretary
- 16.Website : www.wbhealth.gov.in


O.S.D & e.o. Special Secretary (TDE)
Department of Health & FW

Serial No.:

Requisition Slip for JSSK
(First copy to be issued to the Supplier and
Second copy shall be kept with the Sister-in-charge)

(Name of the Hospital/Institution)

Name of the Patent: _____

Registration No.: _____ **Date:** _____

Name of the Unit(SNCU/Maternity/Paediatrie): _____

Name of the items	Quantity
1	
2	

(Full legible Signature/Name)

Medical Officer (bed holder of Maternity Ward)/
Medical Officer (bed holder of paediatric ward)/
Medical Officer on duty at SNCU/primary tier hospital

Serial No.: _____

Requisition Slip for JSSK
(First copy to be issued to the Supplier and
Second copy shall be kept with the Sister-in-charge)

(Name of the Hospital/Institution)

Name of the Patient: _____

Registration No.: _____ Date: _____

Name of the Unit(SNCU/Maternity/Paediatric): _____

Name of the items	Quantity
1	
2	

(Full legible Signature/Name)

Medical Officer (bed holder of Maternity Ward)/

Medical Officer (bed holder of paediatric ward)/

Medical Officer on duty at SNCU/primary tier hospital

(to be executed on stamp paper)

Annexure - II

Form of Agreement

THIS AGREEMENT made this the ____ day of _____ 20__ between the Superintendent(including primary tier hospital)/ MSVP _____ hereinafter called "the Employer" of the one part and _____ of _____ (the name, address and Registration No. of the medical shop holder/dealer) hereinafter called "the Supplier" of the other part.

WHEREAS, the Employer is desirous to get supply of medicine/consumables by the supplier for the period from _____ to _____ in the hospitals in West Bengal and has accepted the rate (L₁) of the medicines and consumables supply after being satisfied on quality and replacement of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the notification hereinafter referred to.
2. The following documents shall be deemed to form and to read and construed as part of this agreement, viz.:
 - (i) the Letter of Acceptance;
 - (ii) the notification;
 - (iii) the Price offer documents - _____ % percentage discounted Rate on MRP;
 - (iv) the copy of license;
 - (v) other documents as agreed upon
3. The supplier covenants to supply instantly on regular basis the drugs and consumables/replacement of defect supply immediately on receipt of requisition from the Medical Officer (bed holder of Maternity Ward)/ Medical Officer (bed holder of paediatric ward) /Medical Officer on duty at SNCU/Primary tier hospital after being satisfied himself with the quality of the drugs and consumables, as per Drugs and Cosmetics Act 1940.
4. In consideration of the supply of drugs and consumables, the employer covenants instant payment of at least 90% of the individual bill to the medical shop holder, if the whole bill is not paid forthwith. The rest 10% payment shall be paid within a week after due verification.
5. The Employer hereby covenants to order the Supplier for replacement of defect supply against any requisition as mentioned in para 3.
6. This agreement shall extend and be binding upon the parties hereto, successor, executors and permitted assigns, who shall jointly and severally be entitled to the benefits of the contract.

7. The employer has the rights to seize the agreement for non compliance of the conditions in proper quality and non supply of drugs and consumables / cancellation of the license by the authority.
8. For any dispute redressal the CMOH shall be the Appellate Authority.

Signature of Supplier

Signature of employer

IN WITNESSES whereof the parties hereto have caused this agreement to be executed the day and year first before written.

Signature of witness 1
with name & Address

Signature of witness 2
with name & Address