



PUNJAB HEALTH SYSTEMS CORPORATION

State Institute of Health and Family Welfare Complex

Phase-VI, Near Civil Hospital, Sahibzada Ajit Slingh Nagar (Mohali), PUNJAB

Phone : 0172-2262938, 2263938, Tele-Fax : 0172 - 2266938

Visit us at : punjabhealth.co.in : Email: jdpphsc@gmail.com

No. PHSC/Proc./RC-EDL/2016/6448-59

Dated : 17.06.2016

RATE CONTRACT OF 2016 FOR SUPPLY OF ESSENTIAL DRUGS VALID FOR TWO YEARS FROM DATE OF ISSUE

To

M/s Theon Pharmaceuticals Ltd.,
Plot no. 400, Industrial Area, Phase-1,
Panchkula-134113.
Tel No. 0172-5210200 & 5033851,
Email : spsingh@theonpharma.com

Subject : **Bid Ref. No. - PHSC/RC/Medicines (Essential & Others)/2016/06 : Clause 4 of General Terms and Conditions for Running Rate Contract. Technical bids (Cover-A) opened on 02.05.2016. Price Bids (Cover-B) opened on 18.05.2016 -(Package-I-Essential Drugs).**

Sir,

You are hereby informed that your above referred bid has been accepted for the items specified below. The Rate Contract will be governed by the terms and conditions of the tender document. Please note that this Rate Contract is being finalized relying upon the documents submitted by your company establishing the eligibility as per tender conditions, however if at any stage it is observed that your company does not meet/fulfil the eligibility criteria or your company has submitted any false statement or fabricated documents, the Rate Contract will be liable for cancellation and further action will be initiated against your firm as per tender conditions. The Rate contract and the schedules annexed hereto shall be the sole repository of this Rate Contract/ transaction :-

Sr. No.	Tender Sr. No.	Name of Item	Unit pack Size	Drug Licence No.	Basic Rates per unit in Rs. exclusive of VAT	VAT @ 5%	Total Rate per unit in Rs. (Including VAT) F.O.R destination
1.	32	Combi pack of 1 tablet Mifepristone 200 mg and 4 tablets of Misoprostol 200 mcg	Pack of 10 combi pack	MNB/06/409 & MB/06/410	257.73	12.88	270.61

A.	Particulars of supplier agent/distributors	:	N.A. (Supply to be made directly by the Manufacturer). The Rate Contract holder is principal manufacturer and is at full liberty to supply the material directly irrespective of appointment of agent/ distributor. However if the manufacturer wants to change the agent/ distributor, the manufacturer may do so upon written request to Managing Director, PHSC and after seeking approval from the Managing Director, PHSC.
B.	Mode of placement of orders and correspondence	:	The Orders will be placed through e-mail and followed by hard copies at following address :- M/s Theon Pharmaceuticals Ltd., Plot no. 400, Industrial Area, Phase-1, Panchkula-134113. Tel No. 0172-5210200 & 5033851, Email : spsingh@theonpharma.com Note: If there is any variation in the address of principal manufacturer or agent/distributor than request for amendment/ correction in address should be made in writing to the Director (procurement), PHSC, SAS Nagar within seven days from the issue of this Rate Contract approval letter. All correspondence with PHSC H.Q in respect to the Rate Contract should be addressed to the following email: jdpphsc@gmail.com

Terms & Conditions:-

1.	EMD	: Pursuant to clause 24 (c) of the General Conditions of the tender, EMD deposited by your company for the concerned item against this Rate Contract Tender has been converted into performance security. This security will be kept till the Rate Contract Period as security amount for performance of contract. If your firm has submitted EMD in shape of Bank guarantee then the Bank Guarantee should be extended till 30.06.2018 or Bank Draft equivalent to the EMD of the above item should be submitted within 2 weeks from the date of issue of this Rate Contract. In case of your failure to submit the extended Bank Guarantee within 2 weeks from the date of issue of this rate Contract, this office will lodge the Bank Guarantee submitted by your firm as EMD for encashment.
2.	Performance Security	: Apart from above you have to submit Performance Security equivalent to 5% of the value of the supply order within 10 days from the issue supply order under this Rate Contract in the form given in the tender document clause 24 (a) (This will be applicable for orders to be issued by State Headquarter i.e. Punjab Health Systems Corporation (PHSC)).
3.	Taxes & Duties	: Rates are FOR destination. Please read this with General Conditions no. 17, 18, 19 & 20 of the tender document.
4.	Terms of Delivery	: Supply orders will be placed by the Direct Demanding Officers (DDOs) nominated by the Managing Director, PHSC. Presently Director (Procurement), PHSC is DDO for operating this Rate Contract. Supply orders will be placed from time to time during the currency of the contract in which the exact quantities required on each occasion together with the date of delivery shall be specified by the Direct Demanding Officers. Supply orders against the contract will be accepted as long as these reach the contractor on or before the last date of the currency of the contract. Supply orders received during the closing days should be complied with in due course, in accordance with the contract, even though in some cases, owing to contract having expired, supplies are to be executed after the expiry of the last date of contract
5.	Delivery Conditions (clause 22 of the tender document)	a) Batch Size: In case of bulk orders issued by the State H.Q, the number of batches of each item supplied under the Rate Contract shall be minimum and the quantity of item supplied in each batch shall not be less than the minimum batch size specified in schedule of requirements. b) Delivery Period: Delivery must be completed within 60 days from the issue of award. The successful tenderers shall make deliveries against supply orders within 60 days from the actual date of dispatch by e-mail/online application. In case of failure to supply, the DHFW Punjab reserves the right to purchase the stocks from other sources as risk purchase, i.e. purchase from any other firm or firms, in the rate contract or from outside the contract at the discretion of the Direct Demanding Officer concerned at a competitive rate. c) Immediately on receipt of the order, the supplier should confirm the receipt of order and inform the tentative schedule by which the material will be supplied by the supplier. In case the supplier is not in a position to execute the award wholly or partially within the stipulated delivery period, the supplier must inform the PHSC in this regard within 5 days from the date of dispatch of order, so that alternative arrangement for procurement from matched bidder/outside the Rate Contract may be made by the purchaser for meeting emergent requirements at the risk and cost of the supplier. In case no confirmation is received from the supplier regarding execution of order within the stipulated delivery period, it will be presumed that the order will be executed within the delivery period and in case it is not executed within the stipulated delivery period, action will be initiated against the bidder for debarring/risk purchase. d) In case of emergent requirements the suppliers have to deliver the material within 30 days or even earlier and in such cases the supplier must ensure to deliver the material within the period mentioned in the purchase order. In case the supplier is not in a position to execute the complete order within the stipulated delivery period, the supplier must inform the PHSC in this regard within 5 days from the date of dispatch of order about his inability with details of the material that can be delivered by the supplier within the delivery period mentioned in the purchase order, so that alternative arrangement for procurement





			<p>from matched bidder/outside the Rate Contract may be made by the purchaser for meeting emergent requirements. In case no confirmation is received from the supplier regarding execution of order within the stipulated delivery period, it will be presumed that the order will be executed within the delivery period mentioned in the order and in case it is not executed within the stipulated delivery period, action will be taken against the bidder for debarring/risk purchase in addition to the other penalties as per tender conditions.</p> <p>e) The items supplied should be accompanied by the test reports from NABL accredited Laboratory in respect of each batch supplied.</p> <p>f) The supplier shall update the details of material being supplied using supplier interface for which the supplier shall ensure to obtain their user I.D. and passwords from the I.T cell of the PHSC.</p>
6.	Penalties for late supply	:	Penalty @ of 0.25 % per day of the value of the order not supplied will be levied. For details, please refer to the tender clause no. 23 of the General Conditions of the tender.
7.	Cancellation of Contract	:	In case of your failure to supply the material within the stipulated delivery period the contract will be liable for cancellation irrespective of imposition of penalties as per tender conditions.
8.	Payment Terms	:	Payment for the supply will be made within 4 to 6 weeks (after receipt and acceptance of the goods) directly by the Direct Demanding Officers or through nominees to whom bills are submitted.
9.	Documents to be submitted with supplies		<p>The supplier should submit the following documents with material for claiming payment :-</p> <p>i) Bills in triplicate, duly verified by the consignees with stock register entry number.</p> <p>ii) Material Receipt Report, clearly specifying date of receipt of material.</p> <p>iii) Test report from NABL accredited laboratory for each batch of supplied material. The test report from the NABL accredited Laboratory to be submitted alongwith supplies should be for all the parameters of the concerned drugs as the concerned pharmacopeia</p> <p>iv) Batch details of each item supplied against the Rate Contract to be sent to the following e-mails within 2 days from the date of supply:- <u>jdpphsc@gmail.com, qccellkharar@gmail.com and payments.phsc@gmail.com</u></p>
10.	Testing of Drugs	:	<p>Each batch of medicines will be got tested from the empanelled laboratories/ any other laboratory nominated by the Managing Director, PHSC. Testing charges on actual basis will be deducted from the payment of the suppliers.</p> <p>Regular and random testing of drugs will be under taken by the consignees from the Government/Government approved Laboratories at the time of supply and at any time during the shelf life or whenever any defect is noticed.</p> <p>The report of the Government/Government approved Laboratory shall be accepted by the supplier. In case the same is disputed by the supplier giving reasons, the report of the Appellate Laboratory only will be accepted as final and the same should be submitted within three months, from the date, the disputed test report is communicated to the supplier. For this, the firm should approach the concerned Drug Control Authorities for getting the drugs tested as per procedure from the Appellate Laboratory</p>
11.	Marking	:	Each packing shall be marked with nomenclature of the drug and shall be labeled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 and in rules made thereunder.
12.	Packing	:	The packing of the material should be strictly as per packing specified in tender documents clause no 12 and 13 of General Conditions for the Running Rate Contract as under:-



			<p>a) Tendering firms must supply the material as per the packing specified against each item in the schedule annexed "To the Rate Enquiry", as any other packing may not be accepted.</p> <p>b) Where no pack is specified, the supplies may be made for standard packs available in the market.</p> <p>c) All labels of cartons, ampoules, vials, bottles, jars, tubes, tins, containers etc., should be embossed/imprinted/ stamped with the letters "Punjab Govt. Supply Not to be Sold".</p> <p>d) Rates of the product supplied should NOT be mentioned/printed.</p> <p>e) Loose supplies/damaged packing/tampered or damaged labelled supplies shall not be accepted under any circumstances.</p> <p>f) Tablets/Capsules should be supplied in Strip packing only except where mentioned.</p> <p>g) Supplies to be made in proper boxes.</p> <p>h) Liquid orals to be supplied only in glass bottles/plastic bottles conforming to IP/Drugs & Cosmetics Act.</p> <p>i) Large volume parenterals to be supplied only in plastic bottles/polypacks conforming to I.P.</p> <p>j) It should be ensured that only first use packaging material, of uniform size including Bottles and vials is used for making supplies on the basis of this Rate Contract.</p> <p>k) All primary packing container should be strictly conforming to the specification included in the relevant pharmacopoeia.</p> <p>l) Packing should be able to prevent damage or deterioration during transit</p> <p>All containers i.e. bottles, tins, cartons, tubes etc., are required to be secured with pilfer-proof seals to ensure genuineness of the products packed and the correctness of the contents.</p>																		
13.	Shelf Life	:	Drug supplied should not be older than one sixth (1/6) of its shelf life from the date of manufacture i.e. the drugs supplied should have 5/6 th remaining shelf life as on date of supply.																		
14.	Information regarding Execution of Orders	:	<p>The supplier has to submit details of orders execution after complete execution of each supply order as per following format to the Director (P), PHSC, within 30 days from the completion of supply against each order issued under this Rate Contract to e-mail jdpphsc@g.mail.com:-</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Supply order No. & Date</th> <th>Particulars of items ordered (Item-wise) all the items for which order was placed</th> <th>Qty. Ordered</th> <th>Due date of supply as per purchases order</th> <th>Qty. Supplied</th> <th>Date of supply</th> <th>Qty. not supplied</th> <th>Reasons for delay or non supply</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sr. No.	Supply order No. & Date	Particulars of items ordered (Item-wise) all the items for which order was placed	Qty. Ordered	Due date of supply as per purchases order	Qty. Supplied	Date of supply	Qty. not supplied	Reasons for delay or non supply									
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15.	Inspection Authority	:	As per clause 39 and 40 of General Terms and Conditions for Running Rate Contract																		
16.	Place where the stores are to be tendered for inspection	:	At the suppliers premises or Consignees stores																		
17.	General	:	Tender Document will be the integral part of this Rate Contract and conditions of tender document will prevail.																		
18.	Validity of Rate Contract	:	This Rate Contract will be valid for a period of two years from the date of issue of this Rate Contract.																		
19.	Bar Coding	:	GS-1 bar coding is mandatory for Secondary and Tertiary packing.																		

Handwritten marks and signatures at the bottom of the page.

20.	Supplier Interface	<p>The PHSC has put in place an online inventory management application e-aushadhi at Warehouses and hospitals for efficient and effective supply chain monitoring and management system.</p> <p>A Suppliers Interface Desk has also been provided in the above application. Therefore when the material is ready for dispatch, the supplier shall upload the information of material being dispatched on Supplier Interface Desk of online application (www.eaushadhipb.in). Suppliers who have already obtained user I.D and password for the online application may use the same User I.D and password for uploading material dispatched against the orders issued under different Rate Contracts. However the suppliers who have not yet obtained User I.D and password for online application must obtain their User IDs and passwords from itcell.phsc@gmail.com. In case of any problem please contact I.T. Cell at Mobile numbers 7529813669, 9888786319.</p>
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Raym Shaw
Director (Proc.)

PHSC, Sahibzada Ajit Singh Nagar (Mohali)

Copy forwarded to :

1. **The Mission Director**, National Health Mission (NHM) Punjab, Prayas Building, Sector-38, Chandigarh for kind information.
2. **The Director, Research and Medical Education, Punjab** for kind information.
3. **The Director Health Services**, Punjab for kind information.
4. **The Director Family Welfare**, Punjab for kind information.
5. **The Director Health (SI)**, Punjab for kind information.
6. **The Director (P&F), PHSC, SAS Nagar.**
7. **All the Civil Surgeons** in the State of Punjab with request to circulate the copy to all the SMO's of PHSC Hospitals in their district.
8. **The Medical Superintendent**, CH-Jalandhar/MKH Patiala for information.
9. **All the Deputy Medical Commissioners** in the State of Punjab for information.
10. The Warehouse I/c Regional Warehouse of PHSC, Kharar (SAS Nagar), Bathinda and Verka (Amritsar) for information and necessary action.
11. The In-Charge, IT Cell, PHSC, Sahibzada Ajit Singh Nagar, Mohali for information and necessary action.