



# **PUNJAB HEALTH SYSTEMS CORPORATION**

**State Institute of Health and Family Welfare Complex**

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

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No PHSC/Proc./RC-Hepatitis-C/2016/11316-26

Dated : 18.11.2016

## **RATE CONTRACT FOR SUPPLY OF INDIVIDUAL DRUGS FOR TREATMENT OF HEPATITIS-"C" - VALID FOR ONE YEAR FROM DATE OF ISSUE**

To

M/s Mylan Pharmaceuticals Pvt. Ltd.,  
10<sup>th</sup> Floor, Block-3, Prestige Platina,  
Kadubisanahalli, Bangalore - 560087  
Tel No. 080-66728731/080-66728899  
Email : [tarakesh.veerabhadrapa@mylan.in](mailto:tarakesh.veerabhadrapa@mylan.in)

Subject : **Acceptance of Rates for Individual drugs for treatment of Hepatitis C (Bid Ref. No. Medicine (Hepatitis-C)/2016/40.**

This is in reference to the bid submitted by your firm for supply of Individual Drugs for treatment of Hepatitis C against notice inviting tender published by this office vide bid reference no. Medicine (Hepatitis-C)/2016/40.

It is hereby informed that your above referred bid has been accepted for the items specified below. 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/fulfill 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. This Rate Contract will be governed by Terms and Conditions annexed and bid document.:-

Sr. No.	Particulars of the Drug	Pack details	Drug Licence and particulars of manufacturer	Rate per unit in Rs. (Excl. VAT)	VAT	Total Landed Price inc all taxes (In Rs)
1.	Tablet Sofosbuvir 400 mg + Ledipasvir 90 mg with Trade name MyHep LVIR	Bottle of 28 tablets	Drug License no. NKD /89 Manufactured by M/s Mylan Laboratories Limitd, Sinnar, Nashik, MH and marketed by M/s Mylan Pharmaceuticals Pvt Ltd with trade name of MyHep LVIR	4250.00	212.50	4462.50

*Handwritten signature*

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**Terms & Conditions:-**

1.	<b>Security Deposit</b>	:	EMD deposited by your company amounting to Rs. 1,00,000/- against the above item has been converted into performance security. This security will be kept till the Rate Contract Period as security amount for performance of contract. <b>For details please refer to Clause 28 of General Terms and Conditions of the Rate Contract.</b>
2.	<b>Taxes &amp; Duties</b>	:	Rates are inclusive of all taxes and duties and charges upto consignee stores except Sales Tax/VAT, which is indicated separately in the above rates. <b>Terms and Conditions of the Rate Contract no. 22&amp; 23 of the tender document.</b>
3.	<b>Terms of Delivery</b>	:	Supply orders will be placed by the Direct Demanding Officers (DDOs) nominated by the <b>Managing Director, PHSC. Presently Director (Procurement), PHSC and Joint Director (Procurement )</b> , PHSC are the DDOs 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
4.	<b>Delivery Period</b>	:	Within 14 days from the issue of Indents/orders by the DDOs. To be read with tender <b>Clause no 26</b> of General Terms and Conditions for the Rate Contract.
5.	<b>Penalties for late supply</b>	:	Penalty @ 0.25 % per day of the value of the order not supplied within the stipulated delivery period will be levied. For details, please refer to the tender clause no. 27 (a) and 27 (b) of the General Conditions for the Running Rate Contract.
6.	<b>Payment Terms</b>	:	90% payment will be released to the supplier on receipt of the goods at Warehouses and receipt of verified bills, Material Receipt Reports and Test reports in respected of each batch submitted by the supplier.  10% payment will be released to the supplier on acceptance of the material after the test report from empanelled laboratories/Government Laboratory.  <b>Please refer to the clause 25 of the General Terms and Conditions for the Rate Contract.</b>




7.	<b>Testing of Drugs</b>	:	<p>a. The principal manufacturer/supplier shall ensure that In-house test report in respect of each batch should accompany supplies made under this Rate Contract and these test reports should be Sent alongwith invoices.</p> <p>b. Regular and random testing of drugs will be under taken from 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>c. For post delivery testing of the drugs supplied , the supplier shall provide method of analysis of drug formulations of individual active drugs and Fixed Dose Combination as the case may be and sufficient quantity of each API of formulation free of cost for testing of the drugs for which their bids have been accepted.</p> <p>d. The report of the Government / Government approved Laboratory shall be accepted by the firm. In case the same is disputed by the firm giving reason, 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 firm. For this, the firm should approach the concerned Drug Control Authorities for getting the drugs tested as per procedure from the Appellate Laboratory.</p>
8.	<b>Marking</b>	:	<p>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.</p> <p>The supplied material shall carry printing/markung  <b>"Punjab Government Rate Contract supply not for sale"</b></p>
9.	<b>Packing</b>	:	<p>The packing of the material should be strictly as per packing specified in tender documents <b>clause no 12 and 13</b> of General Terms and condition for the Rate Contract.</p>
10.	<b>Shelf Life</b>	:	<p>Drug supplied should have minimum 5/6<sup>th</sup> remaining shelf life at the time of delivery.  Please refer to <b>clause 14</b> of the General Terms and condition for the Rate Contract.</p>
11.	<b>Particulars of supplier agent/distributors</b>	:	<p>The goods may be supplied through below mentioned agent/distributors of the Rate Contract Holder or Directly by the Principal Rate Contract Holder;</p> <p><b>M/s Batra Pharmaceuticals Distributors ,  SCO-360, 2nd floor, Sector -32D, Chandigarh</b></p> <p>For supplies executed through authorized distributors/suppliers, no additional commission or handling charges or forwarding charges over and above the rates finalized and approved in Rate Contract will be paid.</p> <p><b>No change in agent/distributor will be allowed without prior approval of the Managing Director, PHSC.</b>  For details please refer to the Clause 51 of the General Terms and condition for the Rate Contract.</p>

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12.	<b>Mode of indenting and correspondence</b>	<p>The indents will be placed through e-mail and followed by hard copies of the indents at following address:</p> <p><b><u>Rate Contract Holder</u></b></p> <p><b>M/s Mylan Pharmaceuticals Pvt. Ltd., 10<sup>th</sup> Floor, Block-3, Prestige Platina, Kadubisanahalli, Bangalore - 560087 Tel No. 080-66728731/080-66728899 Email : <a href="mailto:tarakesh.veerabhadrapa@mylan.in">tarakesh.veerabhadrapa@mylan.in</a></b></p> <p>Copy of the order will be sent to the authorized distributor at following address :-</p> <p><b>M/s Batra Pharmaceuticals Distributors , SCO-360, 2nd floor, Sector -32D, Chandigarh</b></p> <p><b>Note:</b> 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 Joint Director (procurement), PHSC, SAS Nagar within seven days from the issue of this Rate Contract approval letter.</p> <p>All correspondence with PHSC H.Q in respect to the Rate Contract should be addressed to the following email :- <a href="mailto:jdpphsc@gmail.com">jdpphsc@gmail.com</a></p>
13.	<b>General</b>	Tender Document will be the integral part of this Rate Contract and conditions of tender document will prevail.

  
 Director (Proc.) 8/11/18  
 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. **The Project Co-coordinator cum State Surveillance Officer, IDSP, O/o DHS, Punjab**
8. **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.
9. **The Medical Superintendent, CH-Jalandhar/MKH Patiala** for information.
10. **All the Deputy Medical Commissioners** in the State of Punjab for information.