



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 B&C/2014/8992-9047

Dated : 16.10.2014

RATE CONTRACT FOR SUPPLY FOR DRUGS FOR TREATMENT OF HEPATITIS B&C - VALID FROM 16.10.2014 TO 15.10.2016

To

M/s FULFORD (INDIA) Ltd.,
8th Floor, Platina Building, C-59,
Block-G, BandraKurla Complex, Bandra (E),
Mumbai-400098.
Tel:- 022- 67898888, 67898889(F),
Email:- asit.gaur@merck.com

Subject : **Rate Contract Tender for drugs for treatment of Hepatitis B & C (Bid Ref. No. Medicine (Hepatitis-B & C)/2014/005 - Opening of Price Bid on 27.08.2014 at 10:30 am.**

Sir,

You are hereby informed that your above referred tender has been accepted for the items specified below. The Rate Contract will be governed by the terms and conditions of the bid document The Rate contract and the schedules annexed hereto shall be the sole repository of this Rate Contract/ transaction :-

| Sr. No. | Name of Item | Unit pack Size | Drug Licence No. | Rate per unit in Rs. (Excl. VAT) | VAT |
|---------|---|----------------|--|----------------------------------|----------------|
| 1. | Peginterferona alfa 2b : Dose varies as per the weights of the patient (i.e. 1.5 µg per kg/s.c) | | Manufactured by Schering-Plough (Brinny) Company, Innishannon, Country Cork, Ireland | | VAT extra @ 5% |
| | Peginterferona alfa 2b 50 mcg | One Vial | | 4252.50 | |
| | Peginterferona alfa 2b 80 mcg | One Vial | | 4252.50 | |
| | Peginterferona alfa 2b 100 mcg | One Vial | | 4252.50 | |
| | Peginterferona alfa 2b 120 mcg | One Vial | | 4252.50 | |
| | Following monitoring test for Hepatitis "C" to be arranged free of cost by the supplier of the above drugs for the patients :- | | | | |

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| | <p>1. HCV RNA-genotype on time</p> <p>2. Viral Load, i.e quantitative HCV RNA estimation will be done at base line, 4 weeks, 12 weeks, 24 weeks, or at 48 weeks, and finally 3 months after the last dose of treatment i.e end of the treatment.</p> <p>3. Quantitative HCV RNA assays should utilize automated real-time PCR technology (TaqMan) and should have a sensitivity (<10-50 IU/mL) and wider dynamic range (upto 8-9 log₁₀ IU/mL)</p> <p>Tab. Ribavirin to be provided free of cost.</p> | | | | |
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Terms & Conditions:-

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| 1. | Laboratories for Investigation tests | : | The supplier shall furnish detail of laboratories from where the investigation tests will be carried out for the patients within 10 days from the issue of this Rate Contract. |
| 2. | Security Deposit | : | Pursuant to clause 28 of the General Conditions of the Contract, EMD deposited by your company amounting to Rs. 20000/- 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. |
| 3. | Taxes & Duties | : | <p>Rates are inclusive of all taxes and duties except Sales Tax/VAT.</p> <p>Please read this with General Conditions of the Contract no 22& 23 of the tender document.</p> |
| 4. | Terms of Delivery | : | <p>Supply orders will be placed by the following officers designated as Direct Demanding Officers (DDOs).</p> <ol style="list-style-type: none"> 1. Secretary District Red Cross Society/Member Secretary, Rogi Kalyan Samitti. 2. Medical Superintendents, Govt. Medical Colleges Amritsar & Patiala <p>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.</p> <p>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</p> |




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| 5. | Delivery Period | : | Within 10 days from the issue of Indents/orders by the DDOs as per format of Indent at Annexure-I . To be read with tender Clause no 26 of General Terms and Conditions for the Rate Contract. |
| 6. | Cold Chain Maintenance | : | Cold chain maintenance for the drugs (if required) shall be the responsibility of the original manufacturers upto the destination i.e stores of DDOs. For details please refer to the clause 16 of General Terms and Conditions for the Rate Contract. |
| 7. | Penalties for late supply | : | 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. |
| 8. | Payment Terms | : | Payment for the supply will be made after receipt and acceptance of the goods directly by the Direct Demanding Officers or through nominees to whom bills are submitted. Preferably the payment through electronic transfer. |
| 9. | Testing of Drugs | : | Regular and random testing of drugs will be under taken 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. 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. |
| 10. | 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. "Supply under Rate Contract of PHSC" not to be sold in open market except at Jan Aushadhi Stores. |
| 11. | 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 Rate Contract. |
| 12. | Shelf Life | : | Drug supplied should have minimum one year remaining shelf life at the time of delivery. |
| 13. | Particulars of supplier agent/distributors | : | Pursuant to clause 15 of the General Terms and Conditions for the Rate Contract read with the proceedings of the pre-bid conference the goods may be supplied through below mentioned agent/distributors of the principal manufacturer subject to the following terms and conditions:- |

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Handwritten signature/initials

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| | | <p style="text-align: center;">M/s Batra Pharmaceuticals Distributors, SCO-360, 2nd Floor, Sector 32-D, Chandigarh. Mobile No. 9814017342</p> <p>i) Principal manufacturer will be responsible for ensuring timely supplies.</p> <p>ii) Principal manufacturer will be responsible for acts of his authorized agent/distributors related to the Rate Contract.</p> <p>iii) Supplies executed through agent/ distributors will be deemed to be made directly by the manufacturer holding the Rate contract for those items.</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>No change in agent / distributor will be allowed without prior approval of the Managing Director, PHSC.</p> |
| 14. | Mode of indenting and correspondence : | <p>The indents will be placed through e-mail and followed by hard copies of the indents at following address:</p> <p>Principal Manufacturer :-</p> <p style="text-align: center;">M/s FULFORD (INDIA) Ltd., 8th Floor, Platina Building, C-59, Block-G, BandraKurla Complex, Bandra (E), Mumbai-400098. Tel:- 022- 67898888, 67898889(F), Email:- asit.gaur@merck.com</p> <p>Copy to Agent/ distributor :-</p> <p style="text-align: center;">M/s Batra Pharmaceuticals Distributors, SCO-360, 2nd Floor, Sector 32-D, Chandigarh. Mobile No. 9814017342</p> <p>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 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 :- jdpphsc@gmail.com</p> |

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| 15. | General | : | Tender Document will be the integral part of this Rate Contract and conditions of tender document will prevail. |
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Rajiv Sharma

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. **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.
11. **The Nodal Officer (JAS), PHSC, Sahibzada Ajit Singh Nagar**
12. **All the Jan Aushadhi Store** in the State of Punjab