

**Terms & Conditions:-**

1.	<b>EMD</b>	: 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.	<b>Performance Security</b>	: 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 of 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.	<b>Taxes &amp; Duties</b>	: Rates are FOR destination. <b>Please read this with General Conditions no. 18, 19 &amp; 20 of the tender document.</b>
4.	<b>Terms of Delivery</b>	: 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.	<b>Delivery Period</b>	: Within 6 weeks from the issue of orders by the DDO.
6.	<b>Penalties for late supply</b>	: Penalty @ 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 Rate Contract Tender.
7.	<b>Cancellation of Contract</b>	: 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 Rate Contract Tender conditions.
8.	<b>Payment Terms</b>	: 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, please refer to the tender clause no. 21 of the general terms & conditions of the Rate Contract Tender.
9.	<b>Documents to be submitted with supplies</b>	: The supplier should submit the following documents with material for claiming payment:- i) Bills in triplicate, duly verified by the consignees with stock register entry number. ii) Material Receipt Report (MRR), clearly specifying date of receipt of material. iii) In house Test report in respect of each batch of supplied material. For items concerned under Drugs & Cosmetic Act, the supplier should be accompanied by test reports from NABL accredited laboratories. The test report from the NABL accredited Laboratory to be submitted alongwith supplies should be for all the parameters of the concerned drug items as the concerned pharmacopeia. Item for which Laboratory testing facilities are not available may be inspected by team of this office to check the conformity of item to the desired specifications. iv) When the material is ready for dispatch, the supplier shall upload the information of material being dispatched on Supplier Interface Desk of online application ( <a href="http://www.eaushadhipb.in">www.eaushadhipb.in</a> ). Suppliers who have already

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		<p>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 <a href="mailto:itcell.phsc@gmail.com">itcell.phsc@gmail.com</a>. In case of any problem please contact I.T Cell at Mobile numbers 7529813669, 9888786319.</p> <p>v) 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:-  <b><a href="mailto:jdpphsc@gmail.com">jdpphsc@gmail.com</a>,<a href="mailto:qccellkharar@gmail.com">qccellkharar@gmail.com</a> &amp; <a href="mailto:payments.phsc@gmail.com">payments.phsc@gmail.com</a></b></p>									
10.	<b>Testing of Material</b>	<p>a) Each item of Hospital Consumables will be got tested from the empanelled laboratories. Testing charges on actual basis will be deducted from the payment of the suppliers. Item for which Laboratory testing facilities are not available may be inspected by team of this office to check the conformity of item to the desired specifications.</p> <p>b) Regular and random testing of material 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) 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 Controlling Authorities for getting the material tested as per procedure from the Appellate Laboratory.</p>									
11.	<b>Marking</b>	<p>Each packing shall be marked with nomenclature of the item and shall be labeled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 or relevant standards as applicable.</p>									
12.	<b>Packing</b>	<p>The packing of the material should be strictly as per packing specified in tender documents clause no. 12 of General Conditions for the Running Rate Contract as under:</p> <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, bottles etc., should be emboldened / imprinted / stamped with the letters "<b>Punjab Govt. supply not to be sold</b>" and <b>logo of PHSC</b></p> <p>d) <b>Rates of the product supplied should NOT be mentioned/ printed.</b></p> <p>e) Loose supplies/damaged packing/tampered or damaged labeled supplies shall not be accepted under any circumstances.</p> <p>f) Supplies to be made in proper boxes.</p> <p>g) It should be ensured that only <b>first use packaging material, of uniform size is used for making supplies</b> on the basis of this Rate Contract.</p> <p>h) All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia/ standards.</p> <p>i) Packing should be able to prevent damage or deterioration during transit.</p> <p>j)</p>									
13.	<b>Life Period</b>	<p>Items supplied should not be older than one sixth (1/6) of its shelf life from the date of manufacture in case of bulk orders and should not be older than one fifth (1/5) of its shelf life in case of user charges supplies.</p>									
14.	<b>Information regarding Execution of Orders</b>	<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 <a href="mailto:jdpphsc@gmail.com">jdpphsc@gmail.com</a>:-</p> <table border="1" data-bbox="655 1912 1513 2072"> <thead> <tr> <th>Sr. No.</th> <th>Supply order No. &amp; Date</th> <th>Particulars of items ordered (Item-wise) all the items for which order was placed</th> <th>Qty. Order -ed</th> <th>Due date of supply as per purchases order</th> <th>Qty. Supp -lied</th> <th>Date of supply</th> <th>Qty. not suppli ed</th> <th>Reason s for delay or non supply</th> </tr> </thead> </table>	Sr. No.	Supply order No. & Date	Particulars of items ordered (Item-wise) all the items for which order was placed	Qty. Order -ed	Due date of supply as per purchases order	Qty. Supp -lied	Date of supply	Qty. not suppli ed	Reason s for delay or non supply
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15.	<b>Inspection Authority</b>	:	As per clause 39 and 40 of General Terms and Conditions for Running Rate Contract.
16.	<b>Place where the stores are to be tendered for inspection</b>	:	At the suppliers premises or Consignees stores.
17.	<b>General</b>	:	Tender Document will be the integral part of this Rate Contract and conditions of tender document will prevail.
18.	<b>Validity of Rate Contract</b>	:	This Rate Contract will be valid for a period of two years from the date of issue of this Rate Contract.
19.	<b>Bar Coding</b>	:	GS-1 bar coding is mandatory for Secondary and Tertiary packing.
20.	<b>Supplier Interface</b>	:	<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 (<a href="http://www.eaushadhipb.in">www.eaushadhipb.in</a>). 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 <a href="mailto:itcell.phsc@gmail.com">itcell.phsc@gmail.com</a>. In case of any problem please contact I.T. Cell at Mobile numbers 7529813669, 9888786319.</p>

*Rajesh Sharma*  
**Director (Procurement)**

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, Sahibzada Alit Singh Nagar (Mohali).
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 (Sahibzada Alit Singh Nagar Mohali), 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.

*Rajesh Sharma*  
**Director (Procurement)**

PHSC, Sahibzada Ajit Singh Nagar (Mohali)