



# **PUNJAB HEALTH SYSTEMS CORPORATION**

State Institute of Health and Family Welfare Complex

Phase-VI, Near Civil Hospital, SAS Nagar (Mohali), PUNJAB

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

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No. PHSC /Proc/RC-C.Tr. Drugs/2017/2654-90

Dated: 11/5/17

## **RATE CONTRACT. NO.CD-2 OF 2017 FOR SUPPLY OF CANCER TREATMENT DRUGS VALID FROM 11.05.2017 TO 10.05.2019**

To

**M/s Cadila Healthcare Limited  
Zydus Cadila (CHL)  
Zydus Tower, Satellite  
Ahmedabad-380015  
Tel: 079-26868100 / 26868453  
[www.zyduscadila.com](http://www.zyduscadila.com)**

**Subject:- Rate Contract for Cancer treatment drugs / supportive drugs as per reference of R.C Finalised by TMC-Mumbai.**

Sir,

This is in reference to the consent given by your company vide letter dated Nil in response to this office letter no. PHSC/Proc/2017/203 dated 16.01.2017 regarding supply of below mentioned drugs as per the Rate Contract Finalised by the TMC , Mumbai .

It is hereby informed that your above referred offer has been accepted for the items specified below. This Rate Contract will be governed by Terms and Conditions annexed and 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	Rates per unit (In Rs.)	VAT	Rate per Unit inclusive of VAT (In Rs.)	Remarks
1.	Tab.Celecoxib 200mg	10 tabs	97.14	5%	101.99	

A	Particulars of supplier agent/distributors	: The goods may be supplied through below mentioned agent/distributors of the principal manufacturer subject to the following terms and conditions:-  <b>M/s Batra Pharmaceutical Distributors, SCO-360, Top Floor, Sector 32-D, Chandigarh Telephone No. 0172-4579999 Email : <a href="mailto:batrapharma360@gmail.com">batrapharma360@gmail.com</a></b>  i) Principal manufacturer will be responsible for ensuring timely supplies.  ii) Principal manufacturer will be responsible for acts of his authorized agent/distributors related to the Rate Contract.  iii) Supplies executed through agent/ distributors will be deemed to be made directly by the manufacturer holding the Rate
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		<p>For supplies executed through authorized distributors/suppliers, <b>no</b> 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></p>
B	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><b>Agent / Distributor / Dealer :</b></p> <p><b>M/s Batra Pharmaceutical Distributors, SCO-360, Top Floor, Sector 32-D, Chandigarh Telephone No. 0172-4579999 Email : <a href="mailto:batrapharma360@gmail.com">batrapharma360@gmail.com</a></b></p> <p><b>And</b></p> <p><b>Principal Manufacturer:</b></p> <p><b>M/s Cadila Healthcare Limited Zydus Cadila (CHL) Zydus Tower, Satellite Ahmedabad-380015 Tel: 079-26868100 / 26868453 <a href="http://www.zyduscadila.com">www.zyduscadila.com</a></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 e mail: <a href="mailto:jdpphsc@gmail.com">jdpphsc@gmail.com</a></p>

*Rajinder Sharma*  
Director (P)  
PHSC, SAS Nagar

Copy to :- .

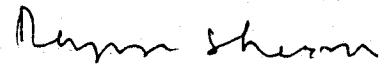
1. **The Director Health Services, Punjab** for kind information.
2. **Programme Officer, Cancer Control Cell, Punjab O/o The Director Health and Family Welfare, Punjab** for information and necessary action.
3. **All the Civil Surgeons** in the State of Punjab for information.
4. **All the Deputy Medical Commissioners** in the State of Punjab for information.

**Terms & Conditions in respect of Rate Contract for Cancer treatment drugs / supportive drugs :**  
**Ref. No. As per Rate Contract Finalised by the TMC, Mumbai.**

1.	<b>Taxes &amp; Duties</b>	:	Rates are inclusive of all taxes and duties except Sales Tax/VAT.
2.	<b>Terms of Delivery</b>	:	<p>Supply orders will be placed by the following officers designated as <b>Direct Demanding Officers (DDOs)</b>.</p> <p>I) Heads/ Authorized Purchase officers of the Punjab Govt Empanelled Hospitals for treatment of Cancer under Mukh Mantri Cancer Rahat Kosh.</p> <p>II) Any other officer/officers designated as Direct Demanding Officer by the M.D, PHSC for the purpose of this Rate Contract.</p> <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> <p><b>Detailed instructions to DDOs are being issued separately.</b></p>
3.	<b>Delivery Period</b>	:	Within 10 days from the issue of Indents/orders by the DDOs.
4.	<b>Cold Chain Maintenance</b>	:	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 <b>clause 16</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.
6.	<b>Payment Terms</b>	:	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.
7.	<b>Documents to be submitted with supplies</b>	:	<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) In house Test report in respect of each batch of supplied material.</p>

*Handwritten signature and initials*

8.	<b>Testing of Drugs</b>	:	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.
9.	<b>Marking</b>	:	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.
10.	<b>Packing</b>	:	The packing of the material should be strictly as per the terms and conditions specified in the tender document/Rate Contract of the TMC, Mumbai.
11.	<b>Shelf Life</b>	:	Drug supplied should have minimum one year remaining shelf life at the time of delivery. ( Clause 14 of the General Terms and conditions of the Contract).

  
Director (P)  
PHSC, SAS Nagar