



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

Visit us at : punjabhealth.co.in : email : jdpphsc@gmail.com and Proc.phsc@gmail.com

No. PHSC /Proc/RC-C.Tr. Drugs/2017/2691-2737

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 Khandelwal Laboratories Pvt. Ltd.

79/87, D. Lad Path,

Mumbai-400033

Tel: 022-23718238/23718246, Fax: 022-23739381

Email: sampat@khandelwallab.com

**Subject:- Rate Contract for Cancer treatment drugs / supportive drugs : Bid Ref. No. Tender
No. PHSC/RC/Cancer Drugs/2016/12.**

Sir,

This is in reference to the bid submitted by your company for Rate Contract of Cancer Treatment Drugs against Notice Inviting Rate Contract Tenders published by this office vide bid Ref. No. **PHSC/RC/Cancer Drugs/2016/12** and reply submitted by your firm vide letter no. 200117/RC-PHSC/RS in response to this office letter no. PHSC/Proc/2017/188 dated 16.01.2017

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. 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	Drug Licence no.	Rates per unit (In Rs.)	VAT	Rate per Unit inclusive of VAT (In Rs.)	Remarks
1.	Inj. Premetrexed Disod 500mg	Injection	KD 349	975.00	5%	1023.75	

A	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:- M/s Batra Pharmaceutical Distributors, SCO-360, Top Floor, Sector 32-D, Chandigarh Telephone No. 0172-4579999 Email : batrapharma360@gmail.com
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		<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>
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>Agent/Distributor / Dealer :</p> <p>M/s Batra Pharmaceutical Distributors, SCO-360, Top Floor, Sector 32-D, Chandigarh Telephone No. 0172-4579999 Email : batrapharma360@gmail.com</p> <p>And</p> <p>Principal Manufacturer:</p> <p>M/s Khandelwal Laboratories Pvt. Ltd. 79/87, D. Lad Path, Mumbai-400033 Tel: 022-23718238/23718246, Fax: 022-23739381 Email: sampat@khandelwallab.com</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>

Rayan 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 :
Bid Ref. No. Tender No. PHSC/RC/Cancer Drugs/2016/12

1.	Security Deposit	:	Pursuant to clause 28 (b) of the General Conditions of the Contract , EMD deposited by your company amounting to Rs.200000/- 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.
2.	Taxes & Duties	:	Rates are inclusive of all taxes and duties except Sales Tax/VAT. Please read this with General Conditions of the Contract no 22 & 23 of the tender document.
3.	Terms of Delivery	:	Supply orders will be placed by the following officers designated as Direct Demanding Officers (DDOs) . I) Heads/ Authorized Purchase officers of the Punjab Govt Empanelled Hospitals for treatment of Cancer under Mukh Mantri Cancer Rahat Kosh. II) Any other officer/officers designated as Direct Demanding Officer by the M.D, PHSC for the purpose of 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. Detailed instructions to DDOs are being issued separately.
4.	Delivery Period	:	Within 10 days from the issue of Indents/orders by the DDOs. To be read with tender Clause no 26 of General Terms and Conditions for the Rate Contract.
5.	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.
6.	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.
7.	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.

8.	Documents to be submitted with supplies	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) In house Test report in respect of each batch of supplied material.
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.
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. (Clause 14 of the General Terms and conditions of the Contract).
13.	General	: Tender Document will be the integral part of this Rate Contract and conditions of tender document will prevail.

Rajendra Sharma
Director (P)
PHSC, SAS Nagar

