



# PUNJAB HEALTH SYSTEMS CORPORATION

## State Institute of Health and Family Welfare Complex

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

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

Visit us at : [punjabhealth.co.in](http://punjabhealth.co.in) : Email: [jdpphsc@gmail.com](mailto:jdpphsc@gmail.com)

No. PHSC/Proc./RC-Drugs-JSSK/2015/16116-28

Dated: 18/11/15

### RATE CONTRACT OF 2015 FOR SUPPLY OF DRUGS UNDER JSSK VALID FOR TWO YEARS FROM DATE OF ISSUE

To

M/s Brooks Laboratories Ltd.,  
502, Kanakia Atrium -2, Next to Courtyard Marriot Hotel,  
Andheri Kurla Road, Andheri (E),  
Mumbai-400093  
Tel No. 022-61933114, 61933100-30  
Email : [businessdevelopment@brookslabs.net](mailto:businessdevelopment@brookslabs.net)

Subject : Bid Ref. No. - PHSC/RC/Medicines (Essential & Others)/2015/16 : Clause 4 of General Terms and Conditions for Running Rate Contract. Technical bids (Cover-A) opened on 09.07.2015, Price Bids (Cover-B) opened on 06.10.2015 -(Package-II- Drugs under JSSK).

Sir,

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/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. The Rate contract and the schedules annexed hereto shall be the sole repository of this Rate Contract/ transaction :-

Sr. No.	Tender Sr. No.	Name of the quoted Item	Unit Pack	Drug Licence No.	Rates per unit exclusive of VAT	VAT @ 5%	Total Rate per unit in Rs. (Including VAT) F.O.R destination
1.	3.	Inj. Imipenem 1 gm and Cilastatin 1 gm	Amp	MNB/06/299 & MB/06/300	242.00	12.100	254.100

**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 30.11.2017 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 60 days 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 tender.

*[Handwritten marks]*

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 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.
9.	<b>Documents to be submitted with supplies</b>	<p>The supplier should submit the following documents with material for claiming payment :-</p> <ul style="list-style-type: none"> <li>i) Bills in triplicate, duly verified by the consignees with stock register entry number.</li> <li>ii) Material Receipt Report, clearly specifying date of receipt of material.</li> <li>iii) Test report from NABL accredited laboratory for each batch of supplied material.</li> <li>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 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.</li> <li>v) Batch details of each item supplied against the Rate Contract on the format attached at <b>Annexure-I</b> to be sent to the following e-mails within 2 days from the date of supply:-  <a href="mailto:jdpphsc@gmail.com">jdpphsc@gmail.com</a>, <a href="mailto:qccellkharar@gmail.com">qccellkharar@gmail.com</a>  and <a href="mailto:payments.phsc@gmail.com">payments.phsc@gmail.com</a></li> </ul>
10.	<b>Testing of Drugs</b>	<p>Each batch of medicines will be got tested from the empanelled laboratories/ any other laboratory nominated by the Managing Director, PHSC. Testing charges on actual basis will be deducted from the payment of the suppliers.</p> <p>Regular and random testing of drugs will be under taken by the consignees 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.</p> <p>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</p>



			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
11.	<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.
12.	<b>Packing</b>	:	<p>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 Running Rate Contract as under:-</p> <ol style="list-style-type: none"> <li>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.</li> <li>b) Where no pack is specified, the supplies may be made for standard packs available in the market.</li> <li>c) All labels of cartons, ampoules, vials, bottles, jars, tubes, tins, containers etc., should be embossed/imprinted/ stamped with the letters "<b>Punjab Govt. Supply Not to be Sold</b>".</li> <li>d) <b>Rates of the product supplied should NOT be mentioned/printed.</b></li> <li>e) Loose supplies/damaged packing/tampered or damaged labelled supplies shall not be accepted under any circumstances.</li> <li>f) Tablets/Capsules should be supplied in <b>Strip packing</b> only except where mentioned.</li> <li>g) Supplies to be made in proper boxes.</li> <li>h) Liquid orals to be supplied only in glass bottles/plastic bottles conforming to IP/Drugs &amp; Cosmetics Act.</li> <li>i) Large volume parenterals to be supplied only in plastic bottles/polypacks conforming to I.P.</li> <li>j) It should be ensured that only <b>first use packaging material, of uniform size including Bottles</b> and vials is used for making supplies on the basis of this Rate Contract.</li> <li>k) All primary packing container should be strictly conforming to the specification included in the relevant pharmacopoeia.</li> <li>l) Packing should be able to prevent damage or deterioration during transit</li> </ol>

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			All containers i.e. bottles, tins, cartons, tubes etc., are required to be secured with pilfer-proof seals to ensure genuineness of the products packed and the correctness of the contents.																								
13.	<b>Shelf Life</b>	:	Drug supplied should not be older than one sixth (1/6) of its shelf life from the date of manufacture i.e. the drugs supplied should have 5/6 <sup>th</sup> remaining shelf life as on date of supply.																								
14.	<b>Particulars of supplier agent/distributors</b>	:	----- The Rate Contract holder is principal manufacturer and is at full liberty to supply the material directly irrespective of appointment of agent/distributor. However if the manufacturer wants to change the agent/distributor, the manufacturer may do so upon written request to Managing Director, PHSC and after seeking approval from the Managing Director, PHSC.																								
15.	<b>Mode of placement of orders and correspondence</b>	:	<p>The Orders will be placed through e-mail and followed by hard copies at following address :-</p> <p style="text-align: center;">M/s Brooks Laboratories Ltd, 502, Kanakia Atrium -2, Next to Courtyard Marriot Hotel, Andheri Kurla Road, Andheri (E), Mumbai-400093 Tel No. 022-61933114, 61933100-30 Email : <a href="mailto:businessdevelopment@brookslabs.net">businessdevelopment@brookslabs.net</a></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 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>																								
16.	<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" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Sr. No.</th> <th style="width: 10%;">Supply order No. &amp; Date</th> <th style="width: 20%;">Particulars of items ordered (item-wise) all the items for which order was placed</th> <th style="width: 5%;">Qty. Order -ed</th> <th style="width: 10%;">Due date of supply as per purchases order</th> <th style="width: 5%;">Qty. Supp -lied</th> <th style="width: 5%;">Date of supply</th> <th style="width: 5%;">Qty. not supplied</th> <th style="width: 10%;">Reason delay non sup</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </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 supplied	Reason delay non sup									
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17.	<b>Inspection Authority</b>	:	As per clause 39 and 40 of General Terms and Conditions for Running Rate Contract																								



18.	<b>Place where the stores are to be tendered for inspection</b>	:	At the suppliers premises or Consignees stores.
19.	<b>General</b>	:	Tender Document will be the integral part of this Rate Contract and conditions of tender document will prevail.
20.	<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.
21.	<b>Bar Coding</b>	:	GS-1 bar coding is mandatory for Secondary and Tertiary packing.
22.	<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>

*Rajon Sharma*

Director (Procurement)

PHSC, Sahibzada Ajit Singh Nagar (Mohali)

*[Signature]*

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. **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 Programme Officer (JSSK)**, National Health Mission (NHM) Punjab
11. **The Warehouse I/c Regional Warehouse of PHSC, Kharar (SAS Nagar), Bathinda and Verka (Amritsar)** for information and necessary action.
12. **The In-Charge, IT Cell, PHSC, Sahibzada Ajit Singh Nagar, Mohali** for information and necessary action.