



# **PUNJAB HEALTH SYSTEMS CORPORATION**

State Institute of Health and Family Welfare Complex

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

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No. PHSC /Proc/RC-C.Tr. Drugs/2018/8838-85

Dated: 01-10-2018

## **RATE CONTRACT FOR SUPPLY OF CANCER TREATMENT DRUGS VALID FOR TWO YEARS FROM DATE OF ISSUE**

To

M/s Reliance Life Sciences Pvt Ltd  
R-282, TTC Area of MIDC, Thane-Belapur Road,  
Rabale, Navi Mumbai-400701, Maharashtra , India  
Phone: 022-40678000, Fax: 022-40678099  
Email: [vimal.singh@relbio.com](mailto:vimal.singh@relbio.com) , [suresh.chahal@relbio.com](mailto:suresh.chahal@relbio.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 revised rates offered by your company vide letter dated 27.09.2018.

It is 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.	Rate per unit in Rs. (Exclusive of GST)	GST ( As applicable)
1.	Trastuzumab Injection	440 mg Vial	KD-7	18519.00	Presently @ 12%

A	Particulars of supplier agent/distributors	:	<p>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:-</p> <p><b>M/s Batra Pharmaceuticals Distributors</b> <b>SCO .No.360, 2<sup>nd</sup> floor , Sector -32D, Chandigarh</b> <b>Mobile: 9814017342</b></p> <p>i) Principal manufacturer will be responsible for ensuring timely supplies.</p>
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		<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, <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. <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 Pharmaceuticals Distributors</b>  <b>SCO .No.360, 2<sup>nd</sup> floor , Sector -32D, Chandigarh</b>  <b>Mobile: 9814017342</b></p> <p><b>And</b></p> <p><b>Principal Manufacturer:</b></p> <p><b>M/s Reliance Life Sciences Pvt Ltd</b>  <b>R-282, TTC Area of MIDC, Thane-Belapur Road,</b>  <b>Rabale, Navi Mumbai-400701, Maharashtra , India</b>  <b>Phone: 022-40678000, Fax: 022-40678099</b>  <b>Email: <a href="mailto:vimal.singh@relbio.com">vimal.singh@relbio.com</a> , <a href="mailto:suresh.chahal@relbio.com">suresh.chahal@relbio.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 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:adprocphsc@gmail.com">adprocphsc@gmail.com</a></p>

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

**Copy to :-**

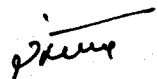
6. **The Director Health Services, Punjab** for kind information.
7. **The Director Research & Medical Education , Punjab** for kind information and informing the Government Medical Colleges.
8. **Programme Officer, Cancer Control Cell, Punjab O/o The Director Health and Family Welfare , Punjab** for information and necessary action.
9. **All the Civil Surgeons** in the State of Punjab for information.
10. **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 charges except for GST. GST will be allowed as per applicable rates. <b>Please read this with General Conditions of the Contract no 22 &amp; 23 of the tender document.</b>
3.	Terms of Delivery	:	<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>
4.	Delivery Period	:	Within 10 days from the issue of Indents/orders by the DDOs. To be read with tender <b>Clause no 26</b> 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 <b>clause 16</b> 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.

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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.

  
Director (P)  
PHSC, SAS Nagar  
