



Office of the
Senior Materials Manager
Northern Railway Central Hospital
Basant Lane, New Delhi-110055
कार्यालय
वरिष्ठ सामग्री प्रबंधक
उत्तरी रेलवे केंद्रीय अस्पताल
बसंत लेन, नई दिल्ली-११००५५

No.

Date:

Additional Terms & Conditions

1	Offered Brand Name, MRP of the offered Brand, Detailed address of Manufacturing Unit (wherever applicable) / Importing & Marketing firm (wherever applicable) should be mentioned in the e-offer.
2	Railway reserves the right to vary the schedule of quantity distributed to various consignees during the delivery stage in the event of any exigency.
3	The medicine/other items wherever procured through tender, will be delivered directly to the pharmacist/store keeper of the respective consignee in the medical department.
4	Without Product Analysis / Performance / Compliance report (wherever & whenever applicable), supplied product will not be accepted by respective consignees. The firm will submit report of the item at the time of supply to the respective consignee, in standard format, that" this product has been analysed and found to be conforming to the standards'.
5	The materials shall be subject to inspection, which will be carried out by consignee or authorized representative on receipt of the material in the hospital. The material may also be subject to tests in Railway /Govt./Govt. recognized Laboratory on random basis or whenever found necessary by the concerned consignee.
6	After the Item has been supplied to the Railway, subsequent analysis cost shall be borne by the Railway. However, if the item on analysis is found to be sub-standard, cost shall be borne by the concerned firm.
7	Payment will be done after completion of supply to all consignee, the supplier will submit the consolidated Post-Supply bill together with copies of receipted challan & Inspection certificate.
8	Each strip/packet/bottle that contains the drug should have a printing/stamping with indelible ink of "Northern Railways - Not for Sale". Firms are advised to put their Holograms on their products/ cartons. PCMD / CHD will have discretion to modify this clause in cases wherever necessary.
9	For delayed supply, Railway will recover from the supplier as agreed Liquidated Damages (LD) and not by way of penalty, as sum equivalent to 2 % (two percent) of the delayed supply of stores (including elements of taxes, duties, freight etc.) each for month or part of a month during which the delivery of such stores has been or may be delayed, subject to maximum of 10% (ten percent) of the value of the delayed supplies.
10	Failure to execute the PO / supply the offered item against the PO within Delivery Period may lead to cancellation of PO. While cancellation purchaser reserves the right to recover Ten percent General Damage from the firm OR purchase the goods or any part thereof from other sources at risk purchase on firm's account. Also poor performance will be noted for the firm for future tenders.

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11	The contract with the stockiest/authorized importer will remain valid till such authorization exists and in the event of discontinuation of authorization by the principal firm, the contract with the supplier will be deemed to have terminated and fresh P.O. will be issued in favour of new supplier appointed by the principal. No confirmation from the distributor/supplier is necessary in these cases.
12	The remaining shelf life of the offered product should not be less than 80% of total shelf life or it should not be older than 06 months from the date of manufacture (whichever is more) at the time of supply. In specific cases, concerned CMM may relax this condition on case to case basis with written undertaking by the manufacturing firm that the firm will replace unused quantity free of cost before the expiry date of that item with fresh batch. A strict watch will be kept in all cases of such relaxation.
13	Proper execution & completion of the contract is the sole responsibility of the firm participating in the tender, even if the supply is made through authorized distributor / supplier.
14	The change of manufacturing unit /firm's name after placement of PO will not be done. Decision of concerned CMM will be final in such cases. It can be done only if the new manufacturing firm is also registered with a railways and is the 3rd party manufacturer of the PO holder and is inspected & approved fit by Railway authorities.
15	Whenever drug samples / items supplied on analysis are found to be not conforming to standards, the firms/suppliers are required to replace the whole batch free of cost with another batch to all the consignees, irrespective of whether the batch has been used completely/partially or not.
16	The firm should attach copy of the Govt's DPCO / NPPA in case of the Offered item is under DPCO/NPPA guidelines. The rate quoted / offered should not exceed the controlled price, if any, fixed by the Central / State Govt / NPPA / DPCO / DGS&D and MRP.
17	For purpose of eligibility criteria, various strength/Size of packing of the same salt will be regarded as same product. However, different type such as capsules, tablets and suspensions will be regarded as separate product.
18	Firms those who are not registered with PCMD/NR office & desires to quote in the respective tender may be allowed after getting approval of unregistered aspect from CMM/NR
19	Firm if not added has to submit the Last purchase details if not being registered with the PCMD/NR