

SPECIAL CONDITIONS OF CONTRACT FOR PROCUREMENT OF MEDICINES AND MEDICAL CONSUMABLES

The following special conditions of contract will however governed the procurement of medicine and medicals stores/Consumables.

1. Each strip/Package/Bottle that contains the drug should have a printing/stamping with indelible ink of "Zonal Railway- not for sale". Firms are advised to put their Holograms on their product/cartons.
 - 1.1 For items procured under urgency/on local purchase basis, material can be accepted without the label for "For Indian Railways" and stamping may be done by the consignee before use in such cases.
2. Analysis report for each batch from manufacture's own laboratory/Govt, recognized laboratory must accompany the consignment without fail on supply of each batch of medicine.
3. 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.
4. 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.
5. Payment:-After completion of supply to all consignee, the supplier will submit the consolidated post supply bill together with copies of receipted challan & Inspection certificate.
6. 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 (as per firm's authorization in the tender offer).
7. The change of manufacturing firm's name after placement of PO is normally not done. Decision of Chief Medical Director or by CHD of that Railway (for contracts placed by him) will be final in such cases. It can be done only if the new manufacturing firm is also registered with railways and is the 3rd party manufacturer of the PO holder.
8. Whenever drug samples 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.
9. For delayed supply, Railway will recover from the supplier as agreed Liquidated Damages (LD) and not by way of penalty, recovery of Liquidated Damage (LD) shall be levied @ ½% (half percent) of the price of the store per week or part of the week during which delivery is accepted and the upper limit for recovery of LD in supply contract is 10% (ten Percent) of the value of contract irrespective of delays, unless otherwise provided specifically in the contract.
10. 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.