


TERMS & CONDITIONS

(Draft of MoU to be signed between ESIC/ESIS Institution and PMBI's Authorized distribution channel partner)

1. Rates are inclusive of all excise duties/taxes payable. For billing, Maximum Retail Price minus GST as applicable will be calculated and a discount of 20% deducted. Further GST as applicable will be added to the final amount.
2. Goods are to be supplied on freight paid and door delivery basis to respective ESIC & ESIS Institution between 9:00 AM- 4:00 PM on Monday to Friday and 9:00 AM- 1:00 PM on Saturday (working day or on mutually agreed terms as per local conditions).
3. The supply will be made within 15 days of issue of the supply order at the location, failing which supply will be considered as cancelled. No penalty is to be levied for items not supplied.
4. The supply should be with strict cold chain maintenance, if required.
5. Invoice, in triplicate must be in the name of Direct Demanding Officer (DDO's) of respective ESIC & ESIS Institution and other procuring authorities of ESI user Units.
6. Supply should be of standard quality and pre-tested from Govt. approved Laboratory. It is deemed to understand that PMBI (Pharmaceutical & Medical Devices Bureau of India) is wholly responsible for any adverse event resulting from consumption of these medicines.
7. Supply should be made in minimum batches and full supply of procured quantity should be ensured by Direct Demanding Officer (DDO's) of respective ESIC & ESIS Institution and other procuring authorities.
8. No medicine with less than 06(six) months remaining shelf life will be accepted. Undertaking to this effect should be given along with the supply that in case the items are not consumed within the shelf life, the same will be replaced free of cost or the amount refunded.
9. If any batch is declared-Not of Standard Quality, the cost of the entire batch will be refunded, including the stock which has been already consumed.
10. All breakages/leakages/shortage of stock in transit shall be borne by the supplier.
11. The consignment should be accompanied by a Declaration that all medicines have been tested in a NABL Lab and Report of Analysis will be produced on demand. Direct Demanding Officer (DDO's) of respective ESIC & ESIS Institution will send random samples for testing the quality if there is any suspicion.


11/6/24


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The Memorandum will commence on _____, 2024 and will remain in force for 01 year and may be extended on mutual agreement ... Either Party may terminate this Memorandum forthwith by providing 60 days prior notice in writing to the Other Party.

The parties have caused this MOU to be signed and executed on _____, 2024.

On behalf of ESIC & ESIS Institution

On behalf of PMBI's Authorized distribution
channel partner

Signed by:

Signed by:

In the presence of
(Witnesses)

In the presence of
(Witnesses)

- 1.
- 2.

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11/6/24

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