

SOUTH CENTRAL RAILWAY

OFFICE OF THE PCMM,  
6<sup>TH</sup> FLOOR,  
RAIL NILAYAM  
SECUNDERABAD – 25

Date: 12.04.2023

ZONAL RATE CONTRACT NO. 82230233

**M/s MERCK SPECIALITIES PRIVATE LIMITED MUMBAI**  
**A Block, Shiv Sagar Estate, Dr Annie Beasant Road, Worli, Mumbai**  
**400018**

**Sub: Zonal Rate Contract for supply of [PH.No.25157] CETUXIMAB**  
**500 MG IN 100 ML (5 MG/ML INJ)**

Ref: 1) This Office Tender No. 82230233 opened on 10-03-2023  
2) Your Bid ID **14932147** dated 09/03/2023

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With reference to the above, the Zonal rate contract is concluded on you for supply of **[PH.No.25157] CETUXIMAB 500 MG IN 100 ML (5 MG/ML INJ)** as mentioned in the enclosure. The Zonal rate contract is governed by IRS conditions of contract and as per the terms and conditions enclosed.

Schedule "A" Description of Stores, Price, Duties/Taxes etc.

(K. RAJA GOPAL)  
SMM/Health  
For PCMM/SCR

Copy To:

- (1) FA&CAO/S&W/SC
- (2) MD/CH/LGD
- (3) SUDHA AGENCIES-HYDERABAD (49745) / Authorized Dealer at address : HNO 12-13-132/1  
STREET NO-3, TARNAKA, HYDERABAD, Andhra Pradesh, India, 5000017

## Enclosure to Zonal Rate Contract.No. 82230233

1	Tender Description	[PH.No.25157] CETUXIMAB 500 MG IN 100 ML (5 MG/ML INJ)
2	Accepted Description	Same as tendered description, Brand: ERBITUX 5 MG/ML, Manufactured by: M/s MERCK HEALTHCARE KGaA/GERMANY, Imported and Marketed by: M/s MERCK SPECIALITIES PVT LTD/BHIWANDI, Pack size: 100 ML VIAL
3	Supply by	Supply order will be placed on and payment will be made to M/s. SUDHA AGENCIES-HYDERABAD (49745) / Authorized Dealer at address : HNO 12-13-132/1 STREET NO-3 ,TARNAKA, HYDERABAD, Andhra Pradesh, India, 5000017
4	Qty	5 Nos
5	Consignee	MD/CH/LGD
6	Basic Rate	Rs. 79055.06 ps each
7	Firm Price	The quoted prices will be firm and fixed for all the Supply Orders placed during the currency of the Rate Contract and no price variation will be allowed on any account.
8	GST	Extra @12%
9	FOR	Destination
10	Freight	Nil
11	AIR	Rs. 88541.6672 each
12	MRP	Rs. 106250/- PER VIAL OF 100 ML
13	Shelf-life	The remaining shelf life of the offered product should not be less than 80 percent of total shelf life or it should not be older than 6 months from the date of manufacture [whichever is more] at the time of supply. In specified cases, PCMD/ CHD/PCMM/CMM may relax this condition on case to case basis with the written undertaking by the manufacturing firm that the batch offered is the only batch available in India and that the firm will replace unused qty free of cost before the expiry date of that item with fresh batch, failing which the Railway reserves the right to recover the amount from firms pending/forthcoming bills.
14	Stamping	Printing/stamping/Hologram: Each strip should contain printing/stamping with indelible ink of FOR INDIAN RAILWAY USE ONLY- NOT FOR SALE and hologram on products/cartons.
15	SVC	STATUTORY VARIATION IN TAXES AND DUTIES, OR FRESH IMPOSITION OF TAXES AND DUTIES BY STATE/ CENTRAL GOVERNMENTS IN RESPECT OF THE ITEMS STIPULATED IN THE CONTRACT (AND NOT THE RAW MATERIALS THEREOF), WITHIN THE ORIGINAL DELIVERY PERIOD STIPULATED IN THE CONTRACT, OR LAST UNCONDITIONALLY EXTENDED DELIVERY PERIOD SHALL BE TO RAILWAYS' ACCOUNT. ONLY SUCH VARIATION SHALL BE ADMISSIBLE WHICH TAKES PLACE AFTER THE SUBMISSION OF BID. NO CLAIM ON ACCOUNT OF STATUTORY VARIATION IN RESPECT OF EXISTING TAX/DUTY WILL BE ACCEPTED UNLESS THE TENDERER HAS CLEARLY INDICATED IN HIS OFFER THE RATE OF TAX/DUTY CONSIDERED IN HIS QUOTED RATE. NO CLAIM ON ACCOUNT OF STATUTORY VARIATION SHALL BE ADMISSIBLE ON ACCOUNT OF MISCLASSIFICATION BY THE SUPPLIER/ CONTRACTOR
16	GST Declaration	1)ONUS OF CORRECT CLASSIFICATION AND RATE IS ON THE FIRM. 2)GST WILL BE PAID ON PRODUCTION OF DOCUMENTARY PROOF. 3)THE FIRM SHALL PASS ON (AS PER SECTION 17(1) OF CGST/SGST ACT) ANY REDUCTION IN TAX RATE ON SUPPLY OF GOODS OR ANY BENEFIT OF INPUT TAX CREDIT TO THE RAILWAY THROUGH A COMMENSURATE REDUCTION IN PRICE WITHOUT ANY UNDUE DELAY. TO THE ABOVE EFFECT. THE FIRM SHOULD GIVE DECLARATION THAT ALL THE BENEFITS ACCRUING ON ACCOUNT OF CHANGE IN TAX RATE AND ANY ADDITIONAL INPUT TAX CREDIT (ITC BENEFIT) SHALL BE PASSED ON TO THE RAILWAY. 4)ANY KIND OF REDUCTION IN PRICES OBTAINED BY THE SUPPLIER DUE TO IMPLEMENTATION OF GST IS TO BE PASSED ON TO THE PURCHASER AS PER ANTI-PROFITEERING CLAUSES OF GST ACT AT ANY POINT OF TIME DURING THE PERIOD OF THE CONTRACT



17	Inspection	By consignee after receipt of material
18	Mode of despatch	By Road
19	Payment	100% payment against receipt, inspection and acceptance of material by consignee at destination
20	Validity	ONE YEAR from the date of issue of formal contract from 12.04.2023 to 11.04.2024
21	S.D	Exempted as per tender
22	Authority	Rate Contract will be operated by PCMM OFFICE/S.C.RLY/SC
23	Bill paying officer	FA&CAO/S&W/SC
24	<b>Total Value</b>	<b>Rs. 442708.34</b>
25	The Qty. Shown is approximate for ONE year requirement and it is subject to increase or decrease. The drawal against this RATE CONTRACT will be made as and when required against the supply order to be placed by PCMM office of S.C Railway. Firm may however note that the purchaser may or may not place any supply order for this item and DOES NOT stand committed to place supply order	
26	The quantity mentioned is approximate for the consignees located in S.C Railway. The successful firm has to supply the item/items to the various consignees in S.C Railway as per the Supply Orders. The ZRC shall be operated and Supply Order shall be placed by PCMM OFFICE	
27	Supplies have to be delivered to the consignees i.e. MD/CH/LGD in S.C. Railway as and when required by them against the Supply Orders.	
28	The Supply order will be placed up to the last date of currency of the rate contract. Delivery date in the supply order need not necessarily fall within the currency of the rate contract but it can go beyond depending upon the terms of delivery stipulated in the supply order and no extension of validity period of the rate contract is required when the delivery against the outstanding supply order continues even after expiry of validity period. The contract will remain live for the purpose of delivery for all the stores ordered during the currency of the rate contract until deliveries have been completed.	
29	If the Rate Contract is concluded with the distributor, the responsibility to complete the supplies will remain with the distributor until the dealership with the manufacturer is valid. In case the distributorship changes, the manufacturer shall be solely responsible until the completion of the Rate Contract.	
30	Rate Contract can be terminated without assigning any reason if the performance of the supplier is not satisfactory or can be extended on mutual agreement for a further period as agreed.	
31	The Rate Contract and supply orders shall be governed by IRS Conditions of Contract as amended up to date, General Tender Conditions and Special Conditions to tenderers enclosed with tender schedule.	
32	This tender is for entering into Rate Contract with the Firm(s) to meet Stock and Non-stock requirements of this Railway for the subject item. Supply orders shall be placed by the Competent Authority in the office of the Principal Chief Materials Manager, South central Railway, Secunderabad. Exact Consignees will be indicated in the Supply Order. The currency of the Rate Contract will be for a period of one year from the date of commencement of the RC. However, the currency of the contract can be extended by another year with the consent of both the parties to the contract. Purchase order can be placed till last date of the currency of the Rate Contract and the Delivery period can go beyond the said period. Railway also reserve the right to short close the RCs during the currency of the contract if the same is found to be non advantageous.	
33	All other terms and conditions as per tender no. 82230233 opened on 10-03-2023	
34	This ZRC has been placed against this office LOA No. STORES / 82230233 / 706404 Dated: 22/03/2023	
35	Bank details of supplier	
	IFSC CODE	IOBA0001301
	ACCOUNT NO.	058302000000718
	BANK NAME	INDIAN OVERSEAS BANK
	BRANCH ADDRESS	ADARSH NAGAR BRANCH HYDERABAD HYDERABAD Telangana India 500063

(K.RAJAGOPAL)  
SMM/Health  
For PCMM/SCR