

SOUTH CENTRAL RAILWAY

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

ZONAL RATE CONTRACT NO. 82224617A

Date: 09.11.2022

M/S MERCK SPECIALITIES PRIVATE LIMITED MUMBAI  
A Block, Shiv Sagar Estate Dr Annie Beasant Road,  
Worli, Mumbai, Maharashtra

**Sub: Zonal Rate Contract for supply of (PH NO. : 25084) CETUXIMAB 100 MG  
INJ**

Ref: 1) This Office Tender No. 82224617A opened on 20-10-2022  
2) Your Offer No. 14382251 dated 14/10/2022

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With reference to the above, the Zonal rate contract is concluded on you for supply of (PH NO. : 25084) CETUXIMAB 100 MG 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.

  
( Y.SUDHAKAR )  
SMM/Health  
For PCMM

Copy To:

- (1) FA&CAO/S&W/SC,
- (2) MD/CH/LGD
- (3) M/s SUDHA AGENCIES-HYDERABAD HNO 12-13-132/I STREET NO-3, TARNAKA, HYDERABAD,  
Andhra Pradesh, India, 5000017


## Schedule - A

Enclosure to Zonal Rate Contract.No. 82224617A

1	Tender Description	(PIN NO. : 25084) CETUXIMAB 100 MG INJ
2	Accepted Description	Same as tendered description. Accepted brand: ERBITUX 5 MG/ML. Manufactured by: M/s MERCK HEALTHCARE KGaA/GERMANY. Imported and Marketed by: MERCK SPECIALITIES PVT LTD/BHIWANDI. Pack size: 20 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	25 Nos.
5	Consignee	MD/CH/LGD
6	Basic Rate	Rs. 15811.01 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. 17708.3312 ps each
12	MRP	Rs. 21250 per VIAL of 20 ML.
12 (a)	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
12 (b)	Stamping	Each strip/packet/bottle that contains the drug should have a printing/stamping with indelible ink of FOR INDIAN RAILWAY USE ONLY- NOT FOR SALE. Firms are advised to put their holograms on their products/cartons.
13	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
14	Delivery	Supplies have to be delivered to the consignee i.e. MD/CH/LGD in S.C. Railway as and when required by them against the Supply Orders
15	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
16	Inspection	By consignee after receipt of material
17	Mode of despatch	By Road
18	Payment	100% payment against receipt, inspection and acceptance of material by consignee at destination
19	Qty. Option clause	+/- 30% option clause applicable during the currency of the Rate Contract.
20	Validity	ONE YEAR from the date of issue of formal contract from 09.11.2022 to 08.11.2023
21	S.D	The firm is exempted from paying S.D as per Tender condition
21	Authority	Rate Contract will be operated by PCMM OFFICE/S.C.RLY/SC
22	Total Value	Rs. 442708.28 ps
23	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/SCR. 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	
24	S.C.Rly reserves the right to enter into parallel rate contract with more than one supplier for any Location	
25	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.	
26	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.	
27	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.	
28	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.	
29	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.	
30	All other terms and conditions as per tender no. 82224617A opened on 20-10-2022	
31	Bank details of supplier	
	IFSC CODE.	IOBA0001301
	ACCOUNT NO.	058302000000718
	BANK NAME	Indian Overseas Bank
	BRANCH ADDRESS	Adarsh Nagar Branch

  
 ( Y.SUDHAKAR )  
 SMM/Health  
 For PCMM

**Special Terms and Conditions firms for Essential Drugs and Medicines:**

1. This Tender has been invited for concluding rate contract for supply of Essential Drugs and Medicines for a period of ONE YEAR from the date of conclusion of the contract. The quantity shown in the tender form is the approximate ONE YEAR requirement and is subject to increase or decrease. The supply against this rate contract to be concluded will be made as and when required against the supply orders to be placed by PCMM Office of S.C Railway. Firm may however note that the purchaser may/may not place any supply orders for this item and do not stand committed to place any supply orders.
2. The rate contract shall remain in force for a period of ONE YEAR. Supply orders can be placed up to the last date of the currency of rate contract. Delivery date in the supply orders need not necessarily fall within the currency of rate contract but it can go beyond depending upon the terms of delivery stipulated in the supply orders. No extension of validity period of the rate contract is required when the delivery against the outstanding supply orders continues even after expiry of validity period. The contract will remain alive for the purpose of delivery for all the stores ordered during the currency of the rate contract until deliveries have been completed.
3. 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.
4. The supplies have to be delivered to the consignees i.e. Hospitals and Health Units in South Central Railway and as and when required by them against the Supply Orders.
5. The Rate Contract and supply orders shall be governed by the IRS conditions of contract as amended up to date, tender conditions and the special conditions to the tenderers enclosed with the tender schedule.
6. If the 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 contract.
7. Firm Price: The quoted prices will be firm and fixed for all the supply orders placed during the currency of Rate Contract and no price variation will be allowed on any account.
8. S.C Railway reserves the right to enter into parallel Rate Contract with more than one supplier for any location.
9. The Purchaser shall be entitled to increase/decrease the ordered quantity by 30% anytime during the currency of the contract.
10. Period of validity of Rate Contract is ONE YEAR.
11. The Rate Contract can be terminated without assigning any reason if the performance is not satisfactory or can be extended on mutual agreement for a further period as agreed.