

भारतसरकार



GOVERNMENT OF INDIA

केन्द्रीय औषधि प्रयोगशाला
CENTRAL DRUGS LABORATORY
केन्द्रीय अनुसंधान संस्थान
Central Research Institute
कसौली, हिमाचलप्रदेश- 173204
Kasauli, Himachal Pradesh, PIN 173204

दूरभाष/Tel: 0091-1792-272046, 272049
email id: stores-cdl@cdsco.nic.in
संख्या/No: 1-4/2023-24/CDL...
दिनांक/Dated: ... 04 MAR 2024

CDL, Kasauli (website)

Sub :- Invitation for Rate Contract to supply "Chemicals, Glassware and Plastic wares for the year 2024 – 2025". –Reg.

Dear Sir,

The Director CDL, Kasauli is pleased to invite rates for Annual Rate contract for the supply of Chemicals, Glassware and Plastic wares to this Lab on following terms and conditions:

1. Rate Contract should be sent by Registered Post/Speed Post/Courier only in sealed cover and the cover must containing "Rate Contract for the supply of Chemicals, Glassware and Plastic wares for the year 2024-25". Unsealed cover or Rate Contract received after the due date and those which are ambiguous are liable to be rejected. Your offer for Rate Contract should reach to this office by 26th March 2024_ at 2.30 pm .
2. The contract shall remain valid for financial year 2024-25 from the date of award of contract or till new contract is entered into.
3. Rate Contract is to be done by Manufacturer/firm.
4. The Rate Contract will be done by manufacturer's authorized dealer of the manufacturer by submitting authorization by the principal firm.
5. Rates of GST, Octroi and other taxes applicable should be indicated in clear terms separately. GST registration Number both under State and under Central Tax Act/Rules should be specifically indicated.
6. Supply of the items under the Rate contract shall be effected by you/your authorized dealer in CDL, Kasauli on the FOR destination within 30 days after issuing of purchase order. Any damage/shortage occurred during transit liable be replaced free of cost by you.
7. The material shall be delivered at the CDL, Kasauli with remaining shelf-life of at least 75% of the stipulated total shelf-life from the date of manufacturing of that product.

8. In case the quality of goods supplied are not in conformity with the standard given in Rate Contract or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced without any delay. Central Drugs Laboratory reserves all right to reject the goods if the same are not found in accordance with the required description/specification and liquidates damages shall be charged. In case the orders are not promptly executed within the stipulated period or full supplies not made a penalty of 2 % per week or part thereof, subject to a maximum 10% shall be imposed.
9. Supply should be made from the same batch of production along with C.O.A.
10. It will be presumed that the quoted rates are inclusive of all taxes/Levies and free delivery at our office unless otherwise mentioned in the Rate contract.
11. Companies leaflet need to be enclosed along with catalogue.
12. There should be no cutting / overwriting.
13. The Manufacturers (OEMs)/principals offering for the Rate Contract may furnish the name and address of their local authorized distributor/dealer, so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealer/stockiest has been nominated by the principal; the bill raised by them against our purchase order will be accepted.
14. Authorization letter from the manufacturer for the current financial year should be submitted along with Rate Contract, failing which Rate Contract will not be considered.
15. Printed & Bound price list Catalogue for 2024-25 (Both hard Copy & Soft Copy with **CD**) duly signed & certified by authorized signatory must accompany the rate contract. Photocopy of the price list and in spiral binding will not be accepted. The price list which is in CD may be downloaded and a copy may be supplied to this office duly signed and sealed by authorized signatory.
16. An undertaking may be given that the price list being furnished with the proposal will remain valid for the current rate contract irrespective of validity period.
17. In case the price list for the previous year 2023-2024 is still valid for the entire period of rate contract for the year 2024-2025 a certificate to this effect may please be furnished duly signed by the authorized signatory.
18. Trade discount along with certificate certifying that higher discount is not given to any other department /organization/institution than offered should be enclosed with Rate contract & furnish a certificate/undertaking that you have not quoted lowest rate to any other laboratory in this financial year.
19. In case of discrepancy between unit price & total price, the unit price shall prevail.

20. A certificate to be given by the manufacturer that the price list(Catalogue)supplied is the only one in circulation.
21. In case of supply of good made through valid authorized dealer, their name & mail address may be declared/indicated in the Rate Contract.
22. Payment will be made within reasonable time say within 30 days after the receipt of material/stores in good condition at this Lab. Since the mode of payment will be e-payment system, hence Bank A/c and name of Bank & IFSC Code No. of the Bank with location may be mentioned in the quotation/bill positively.
23. Orders will be placed as per requirement and can be bifurcated to be supplied in time intervals.
24. Enlistment under Rate Contract with this Institute does not ensure business of any quantum, whatsoever. Any deviation from the term & Condition mentioned above will imply disqualification for the firm.
25. All communication should be addressed to the Director CDL, Kasauli only.
26. In case of breach of any terms & conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/Job without assigning any reason thereof and nothing will be payable by CDL, Kasauli in that event the security deposit shall also stands forfeited.
27. **If the firm is interested to enter in the R.C. please send the attached contract duly typed and signed on a stamp paper of Rs.50 along with pricelist by due date and time.**

Yours faithfully,



Store- In-Charge
CDL, Kasauli

Contractual Agreement

This Rate contract is entered by and between M/s _____ The manufacturer/ authorized distributor for the supply of chemicals/Glassware/plasticware of _____ brand herein after, called. 1st party authorized to sign this contract by M/s _____ and Director CDL, Kasauli herein known as CDL as 2nd Party.

Following terms of reference have been agreed upon by both the parties:

1. The contract shall remain valid for financial year 2024-25 from the date of signing of contract upto 31.03.2025 or beyond till the new R.C. is entered into even on revised pricelist.
2. That the first party is the authorized Manufacturer/Dealer/Distributor of the _____ and attested copy of authorization certificate is enclosed in case of authorized dealer/distributor.
3. That the first party will supply the articles on the pricelist of manufacturer for 2024-25 by offering _____ % discount and GST shall be extra.
4. That Supply of the items under the Rate contract shall be effected in CDL, Kasauli on the FOR destination within 30 days after issuing of purchase order. Any damage/shortage occurred during transit liable be replaced free of cost by first party.
5. That material shall be delivered at the CDL, Kasauli with remaining shelf-life of at least 75% of the stipulated total shelf-life from the date of manufacturing of that product.
6. That in case the quality of goods supplied are not in conformity with the standard given in Rate Contract or the supplies are found defective at any stage these goods shall immediately have to be taken back by the first party and will be replaced without any delay. CDL reserves all right to reject the goods if the same are not found in accordance with the required description/specification and liquidates damages shall be charged. In case the orders are not promptly executed within the stipulated period or full supplies not made a penalty of 2 % per week or part thereof, subject to a maximum 10% shall be imposed.
7. That Chemicals supplied should have sufficient period of expiry not exceeding 1/4th of the shelf life.
8. That Supply should be made from the same batch of production along with C.O.A.
9. That Companies leaflet need to be enclosed along with catalogue.
10. That the price list furnished with the proposal will remain valid for the current rate contract irrespective of validity period.

11. That first party confirms that the firm has not offered higher discount to any other department/organization/institution against this pricelist for 2024-25 and so on and the pricelist (Catalogue) supplied is the only one in circulation.
12. That in case of discrepancy between unit price & total price, the unit price shall prevail.
13. That the Payment will be made within reasonable time say within 30 days after the receipt of material/stores in good condition at this Lab through PFMS. Since the mode of payment will be e-payment system, hence Bank A/c and name of Bank & IFSC Code No. of the Bank with location may be mentioned in the quotation/bill positively.
14. That orders will be placed as per requirement and can be bifurcated to be supplied in time intervals.
15. That Enlistment under Rate Contract with this Institute does not ensure business of any quantum, whatsoever. Any deviation from the term & Condition mentioned above will imply disqualification for the firm.
16. All communication should be addressed to the Director CDL, Kasauli only.
17. That no change or waiver of any of the terms and conditions of this agreement shall be effective, unless under agreed to in writing and shall be in force as agreed upon by both the parties hereto.
18. That this agreement shall be governed by the law of India and shall be interpreted and construed in accordance with the laws of India and the courts at Kasauli/Solan shall have exclusive jurisdiction to try entertain and dispose between the parties hereto.

Signed on this _____ Day of _____ Month 2024.

(1st Party)

(2nd Party)

Stamp and Sign
of authorized signatory
For and on behalf of President of
India.

Director
Central Drugs Laboratory,
Kasauli

**CERTIFICATE OF PRICE JUSTIFICATION
(To be given on letter head)**

NO:

I/We, M/s. _____ Certify that the rates are provided are our best rates and We have not given these materials to any Government Department/PSU/Institution for lesser than the rates in the last one year.

Signature & Stamp of the Firm