

RAJASTHAN DRUGS & PHARMACEUTICALS LTD

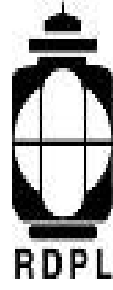
(A. GOVT. OF INDIA ENTERPRISE)

Road No. 12, V.K.I. Area, Jaipur- 302 013

Phone: 2330618,2330740,2330509,2332008

Fax: 0141-2330461 Website: www.rdpl-india.in

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राजस्थान ड्रग्स एण्ड फार्मास्यूटिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

विश्वकर्मा औद्योगिक क्षेत्र, रोड़ नं. 12, जयपुर-302013

दूरभाष: 2330618,2330740,2330509,2332008

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RDPL\PUR\2013-14\

Dated 9th April , 2013

M/s _____

Subject: - Supply of PVC / PVDC Film on Annual Rate Contract Basis

We are going to enter into a one year Rate Contract for Supply PVC / PVDC Film as per specification given below. Please quote your lowest rates strictly on F.O.R. RDPL & minimum 60 days clear credit with samples in sufficient quantity for machine trial along with terms and conditions of supply on or before 22/04/2013, you are advised to send your quotation in double sealed cover marked with "Quotation for PVC / PVDC Film on Annual Rate Contract basis & due on 22/04/2013 so as to reach this office latest by 2.30 P.M. on 22/04/2013. The offer received up to stipulated time and date will be opened on the same day at 3.30 P.M. Interested tenderar may witness the tender opening at their cost. The rate as well as terms and conditions once offered will be final. The management reserves the rights to accept or reject any offer without assigning any reason. The terms and conditions as enumerated in the enclosed **Annexure - I** shall be compiled with while submitted the offer. Offer submitted with counter conditions will not be considered.

	Annual Approximate Quantity
1. 250 micron PVC rigid Film in various colour and sizes	
2. 250/60 PvdC Coated Pvc rigid film in various colour & sizes	450 M.T.

Thanking You

Yours Faithfully
For Rajasthan Drugs & Pharmaceuticals Ltd.,

(Sanjay Kumar Mishra)
Manager (Materials)

Encl :- Annexure – I

ANNEXURE - I

TERMS & CONDITIONS

1. The rate should be quoted as F.O.R. Jaipur by Road Transport/Rail or free delivery at our works at Road No. 12, V.K.I. Area, Jaipur, exclusive of Sales-Tax & Excise duty etc. The rate (percentage) of Sales-Tax & Excise Duty should be clearly indicated, otherwise, tender is liable to ignored.
2. The quotations must accompany with an earnest money deposit @ 2% of quoted value in favour of Rajasthan Drugs & Pharmaceuticals Ltd. Payable by Demand Draft at Jaipur. This earnest money shall however, automatically be converted into Security Deposit immediately after acceptance of the offer of the party & placement of the purchase order. This is required for proper fulfilment of the order's terms and conditions and the purchaser reserves the right to forfeit this amount incase the supplier does not comply with the obligations of the terms and conditions of the orders.
3. It is not binding on the purchaser to place order on the lowest or any other tenderer against this enquiry. It also reserves the right to either increase or decrease the quantity and or to split the order between more than one tenderer.
4. The manufacture's name on the containers should be indicated in case of bulk drugs, chemicals & excipients, the name of the manufacturer, date of manufacturing and expiry and the batch Nos., gross & tare weight etc. should clearly be depicted on the labels of the containers.
5. The offer shall be kept valid for a period of minimum 10 days from the date of opening of tenders in case of bulk drugs, chemicals & excipients etc. and for 30 days for other items. Tenders not giving the required validity period may be rejected at the discretion of purchaser.
6. If the rates quoted are for F.O.R. Jaipur, then all the expenses like packing, forwarding, insurance, cartage and freight etc. are to be borne by the supplier. In other case where F.O.R. Ex-works/Ex-godown rate has been accepted, all these expenses shall be borne by the purchaser. However, transit risk of the goods supplied would be the responsibility of supplier.
7. The delivery period shall be the essence of the order. The delivery period should be specified very clearly and the supplier has to adhere to the delivery schedule prescribed, failing which they will have to pay liquidated damages/penalties. It should be noted that the delivery period stipulated in the order includes the transit period also.
8. **PENALTY** : Delayed supplies of goods beyond the stipulated period until imposition of penalty at the following rates:

Delay in days	Rate of penalty
Upto 2 days	0.5%
3 to 5 days	1%
6 to 10 days	2%
Over 10 days (but not exceeding 30 days in aggregate)	5%

The rate of penalty shall be applicable on the ordered prices of goods (provided that having considered the hindrances beyond the control of tenderer, delivery period may be extended with or without liquidated damages by the Company.

9. **RISK PURCHASE** : Non-supply or failure to supply the material within the agreed delivery period shall cause risk purchase by the purchaser. Purchases made by the purchase due to non-supply of goods in prescribed period of delivery shall be at the risk and cost of supplier. In such cases, the purchaser has the right to recover the cost and damages incurred from the defaulter/supplier. However, no financial advantage shall be passed on to supplier if goods are purchased at lower rates.
10. **PAYMENT TERMS** : Normally 100% payment shall be made within 60 days on receipt of material, subject to acceptance of material. The material testing time is included in the 60 days period.
11. **ARBITRATION** : All disputes arising out of this order shall be referred to an arbitrator to be nominated by the Managing Director, RDPL. The award of the arbitrator shall be final and binding on both the parties.
12. **LEGAL PROCEEDINGS** : All disputes and legal proceedings arising out of this order shall be lodged and admissible in Jaipur Courts only and not outside Jaipur.

13. **PERFORMANCE GUARANTEE** : In case of supply of machines and equipment, The tenderer will have to submit a performance guarantee for smooth working and trouble free operation of the equipment for a period of minimum one year, in the event of the tender being found acceptable.
14. **PRICE ESCALATION** : The price escalation clause shall not be applicable.
15. **MATERIAL PACKING** : Suppliers must ensure that the materials should strictly conform with the specifications, tests, and sizes etc. mentioned in the purchase order. The material should be properly packed so as to avoid loss, damage, and other hazards of transportation.
16. **ACCEPTANCE OF PURCHASE ORDER** : Purchase Orders shall be sent under registered A/D cover or by Courier or in emergent case, by Fax. The supplier should ensure to send the acknowledgment of receipt of purchase order. The unconditional confirmation of receipt of purchase order may be faxed.
17. **TRANSPORTATION** : Materials should be transported preferably by any Bank approved carrier, or transporter having its godown at Vishwakarma Industrial Area, Jaipur. For the sake of convenience of suppliers, a list of transporters having godown in the Vishwakarma Ind. Area is enclosed with the purchase order.
18. **DESPATCH ADVICE & DOCUMENTS** : As soon as the consignment is delivered to the transporter a copy of consignment note, challan, delivery No. etc. indicating the order No. and date should be sent, immediately to the Stores Officer, RDPL, Jaipur CONSIGNMENT SHOULD NOT BE BOOKED TO SELF.
19. **INVOICE / BILL** :
 - (i) Invoice / Bill should be duly signed, clearly marked and properly made with regard to description, specifications and quantity of goods. Invoice should be sent in triplicate to the Dy.C.M. (F), RDPL, Jaipur and must be pre-receipted with Revenue Stamp.
 - (ii) Sales Tax Regn. No. should be printed on the Invoice/Bill, Failing which no sales-tax will be paid.
 - (iii) Invoice / Bill must indicate the Number and date of consignment note or challan, including the name of carrier.
 - (iv) A copy of Invoice / Bill should be sent to the Dy.C.M. (F), RDPL, Jaipur in case retirement of documents against payment through Bank has to be made.
 - (v) Purchase Order No. and date should invariably be quoted by the supplier in all correspondence relating to supplies.
20. **TEST CERTIFICATES** : Test, guarantee, Warranty, Performance certificate, or any other documents evidencing or testifying the quality, specification or description of goods should invariably be sent along with the despatch documents. Payments are liable to be with-held incase of non-compliance.
21. **DAMAGE, SHORTAGE** : Damage/Shortage, if any, notified by the consignee will be reported to the supplier within a reasonable period. The suppliers shall be bound to arrange prompt replacement/rectification on receipt of such intimation.
22. **ACCEPTANCE OF DELIVERY** : The delivery of goods shall be deemed to be accepted only when the goods are declared "Passed" by our Quality Control Department. The holding-up of goods for testing and inspection is not be regarded as exercising the right of ownership by purchaser.
23. **REJECTION & REMOVAL OF GOODS** : The declaration of rejection of goods by our inspecting Officer shall be final and binding and shall be intimated to the supplier within fifteen days of the receipt of material; Rejected goods shall be replaced by the supplier of his won Risk and cost. The rejected goods are to be removed by the supplier at his own risk and cost within a period of one week from the date of rejection intimation received by them.
24. **Amendment in Purchase Order** : Amendment in Purchase Order as may be anticipated by the tenderer with regard to name of supplier, price structure, quantity etc. Should be specifically mentioned in tender itself, and must be settled while placing the order, subsequent amendment sought therein, if any, after placing order shall not be considered by the purchaser unless the same results into any benefit to the purchaser.

ABOVE TERMS ARE ACCEPTED

Dy. Manager (Materials)

(Signature of Tenderer/Supplier)

R.D.P.L.