

जीव विज्ञान संस्थान INSTITUTE OF LIFE SCIENCES

(An Autonomous Institute of the Department of Biotechnology, Govt. of India)

Air Mail Registered/ Fax
Date: 23.12.2015

No.IV-225-S&P/2015-16/ 2863 /ILS
To

M/s Olympus Corporation
Shinjuku Monolith, 3-1 Nishi-Shinjuku 2-chome
Shinjuku-ku, Tokyo 163-0914, Japan

(Fax: 81-3-3340-2590)

Sub: Purchase of "Olympus Motorized Inverted Research Fluorescence Microscope, Model: IX83 with Olympus Monochrome High resolution Cooled CCD Camera, Model: XM 10 & Olympus Cellsens Image Analysis Software: Quantity-1(one)set.

Ref.: (i) Our Sealed Open Global Tender Call Notice No.: IV-225-S&P/2015-16/2141/SOGT/SE/ILS dated 05.10.2015 & Corrigendum No.: IV-225-S&P/2015-16/2307/SOGT/SE/ILS dated 19.10.2015: item no. 1
(ii) Price Bid/Proforma Invoice/ Quotation No. PB-0400/ILS/AMIT/15-16 dated 02.11.2015 of your Indian Agent M/s. DSS Imagetech Pvt. Ltd., P-107, Lak Terrace, 1st Floor, Kolkata - 700029.

Sir,

As directed, this is to place an order with you towards supply of the following Scientific Equipment & its accessories to this Institute as mentioned in the ab cited quotation (copy duly countersigned by us is enclosed) at a total cost of Jap. Yen (¥) 4,741,950.00, CIP Kolkata by Air with Insurance up to ILS, Bhubaneswar subject the following terms & conditions:

ITEM DETAILS: Inverted Research Fluorescence Microscope with Cooled CCD Camera along with Image Processing Workstation

Sl.	Material code	Item Description	Part No.	Qty.	Total Price
1 Set OLYMPUS MOTORIZED INVERTED RESEARCH FLUORESCENCE MICROSCOPE MODEL IX83 WITH UIS2 INFINITY CORRECTED OPTICAL SYSTEM CONSISTING OF FOLLOWING:					
1	N4233400	Motorized Frame with Two Deck option. Motorized sextuple revolving nosepiece (DIC Slider attachable), simple waterproof structure, Stroke: 10.5 mm, Minimum increment: 0.01µm, Maximum nosepiece movement speed: 3mm/s, Motorized 0:100/50:50/100:0 (Left Side Port: BI port). SMART Touch Panel Controller Switch observation methods with a tap of the Touch Panel. A press of a touch panel is all it takes to change observation settings, with automatic controls enabling switching of optical components, aperture adjustment and exposure. Motorized Beam Path switch. Motorized Fine Focus Z- drive.	IX83P2ZF	1	
2	N4233900	Universal Control Box	IX3-CBH	1	
3	N2716100	Standalone control unit with push type buttons & focusing knobs. The combination of the U-MCZ and XY controller make it possible to provide the familiarity of conventional handle operation for confident working even in a darkroom.	U-MCZ	1	
4	N2750200	Cable	U-IFCBL200	1	
5	1460600	Power Cord	UYCP	2	
6	N1510400	Binocular Tube	U-BI90	1	
7	N4257700	Focusable 10X Eyepiece, F.N.22	WHN10X-H	1	
8	N4257600	10X Eyepiece, F.N.22	WHN10X	1	
9	N4244200	Transmitted pillar for IX73PP1F. Front operation knob for condenser focus, Focus Stopper for reproduce position. Halogen and LED light source can be mounted.	IX3-ILL	1	
10	N2757700	Lamp House for 100W halogen with long connection cord	U-LH100L-3	1	
11	N2665300	Extension cable for halogen lamp housing	U-RMT	1	
12	1493200	12V, 100watt Halogen Bulb	JC12V100WHAL-L	5	
13	N4248100	U-IFCBF100 100cm CAN cable for IX83 System. This cable is suitable for connection to IX3-LWUCDA on IX83P2ZF.	U-IFCBL100	2	
14	3826400	Interference light balance daylight filter, 45mm dia	45-LBD-IF	1	
15	N4265600	Frost filter for IX3-ILL. Diameter is 45mm	45FR	1	
16	4173300	Terasaki-Plate Holder (72-well/60-well) for IX-MVR, including position scales	IX-HOT	1	
17	N2758600	Cable	C1394A	1	
18	N4244600	Slide Glass/Slide Chamber Holder for IX3-Sxx stage series. High position reproducibility. IX3-HOW is required to use this holder.	IX3-HOS	1	
19	N4233600	IX3-LWUCDA Motorized LWD condenser for IX83P2ZF. Seven position optical elements (3x30mm, 4x38mm). Turret rotation, apertures stop open/close, polarizer in/out can be controlled through touch panel or software. Allen wrench	IX3-LWUCDA	1	
20	4173500	Petri-dish holder (65mm dia. hole) for IX-MVR, including adapters with 54mm dia. hole & 35mm dia. hole	IX-HOP	1	
21	4016300	Phase contrast ring slit (30mm dia.)	IX-PH1	1	
22	4144500	Attachable mechanical stage with flexible right-hand vertical low drive controls, including scales for 96 micro test plate	IX-MVR	1	
23	N1507600	Plan semi apochromat phase objective 10X, NA 0.30, WD 9.5	CPLFLN10XPH	1	
24	N1492900	Long working distance plan semi apochromat phase objective 20X, NA 0.45, WD 6.6-7.8 (c.c.0-2)	LUCPLFLN20XPH	1	
25	N1478600	U plan semi apochromat objective 40X/0.75, WD 0.51 (spring)	UPLFLN40X	1	
26	N1489500	Plan apochromat objective 60X N.A. 1.42, WD 0.15 (spring, oil)	PLAPON60XO	1	
27	N2750100	Cable	U-IFCBL15	1	
28	N2711800	Empty mirror unit, including assembly tool JA5431, attachment ring AB9169 (2 pcs.) and plastic case AR1924 Corresponded to RoHS regulation	U-FF	1	
29	N5145400	IX3-CAS Intermediate magnification changer IX, 1.6X, 2X	IX3-CAS	1	
30	N4245200	Fluorescence illuminator (340 nm applicable) with filter slider (32mm dia.), including UV light protection plate AW0243	IX3-RFA	1	
31	N2757800	Lamp house for 100W mercury burner with collector lens and connecting cable	U-LH100HG	1	
32	N1217800	100W mercury burner	USH103OL	1	
33	N2251000	Power supply unit for Mercury lamp meeting the RoHS regulation	U-RFL-T	1	
34	N5144900	Motorized Fluorescent Mirror turret for IX83P2ZF. Eight position for mirror unit. Turret rotation, Shutter open/close can be controlled through touch panel or software.	IX3-RFACA	1	
35	N2712900	Mirror unit for Fluorescence Microscopy, wide band interference green excitation, with exciter filter BP530-550, dichroic beamsplitter DM570 and barrier filter BA575-IF, including plastic case AR1924 (Rohdamine/CY3)	U-FGW	1	
36	N2712100	Mirror Unit for fluorescence microscopy, narrow band UV excitation with band pass barrier, exciter filter BP360-370, dichroic beam splitter DM410, barrier filter BA420-460, including plastic case AR1924	U-FUNA	1	
37	N2712800	Mirror unit for fluorescence microscopy, narrow band blue excitation (with band pass barrier), with exciter filter BP470-495, dichroic beam splitter DM505 and barrier filter BA510-550, including plastic case AR1924	U-FBNA	1	
38	N2713100	Mirror unit for fluorescence microscopy, narrow band Green excitation (with band pass barrier), with exciter filter BP540-550, dichroic beam splitter DM570 and barrier filter BA575-625, including plastic case AR1924 Corresponded to RoHS regulation.	U-FGNA	1	
39	4142900	Neutral Density Filter, 25% transmittance, 25mm dia.	25ND25	1	
40	N1133300	Dust Cover Type 020	COVER-020	1	
41	3812500	DIC prism slider for transmitted light	U-DICT	1	

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42	N4245300	Polarized filter block for transmitted DIC. It can be attached on fluorescence turret for IX3 series.	IX3-FDICT	1
43	N1504500	DIC Prism Insert for 40X objective	U-DIC40	1
44	N1504700	DIC Prism Insert for 60X objective	U-DIC60	1
45	N2757400	Direct Image video port	U-TVIX-2	1
46	N2757000	C mount adapter	U-CMAD3	1

High Resolution Monochrome Cooled CCD camera : 1 Set**OLYMPUS MONOCHROME COOLED CCD CAMERA MODEL XM10 WITH 1.4 MEGA PIXEL RESOLUTION CONSISTING OF THE FOLLOWING :**

Olympus High Resolution Monochrome Firewire Camera Model XM10 for any kind of Microscopy application. High quality 2/3" 1.4 Megapixel CCD based monochrome camera

Resolution: up to 1376 x 1032 pixel

Specifications:

CCD Sensor: 2/3" 1.4 megapixel CCD, Sensor Resolution: 1376 x 1032 Pixels. Pixel Size: 6.45µm x 6.45µm, A/D Conversion: 14 bit, Minimum of 20-38fps@full resolution, Max. Exposure: 160s.

Binning: 2X, 4X, 8X resulting in increased sensitivity and frame rates of up to 80 fps in live mode. Cooling: Peltier cooling 10° below ambient.

Image Analysis Software: OLYMPUS CELLSSENS IMAGE ANALYSIS SOFTWARE CONSISTING OF THE FOLLOWING : 1 set

CellSens Dimension-V1 DVD, Dongle, Instruction manual, Version 1.9, Software for image capturing and image analysis. The complete image acquisition, processing, viewing and analysis solution. T Advance package with multiple add-on solutions offer, Co-localization. Flexible and intuitive acquisition - whether snapping a single image or acquiring multiple wavelengths, x, y, z and time, capturing image is a breeze. Time lapse, z - Stack, Co-localization, Flat field correction and background subtraction and, Multi Fluorescence Mode, 2D/3D Structure View, un-mixing, measurement, Micro-scanning extended focus imaging modes are standard in Software. Generate professional reports with data using the included plug in for Microsoft Word.

TOTAL F.O.B./FCA TOKYO PRICE IN JAP. YENS: ¥ 4,711,950.00

AIRFREIGHT up to Kolkata airport : ¥ 20,000.00

INSURANCE CHARGES up to ILS, Bhubaneswar: ¥ 10,000.00

Total CIP Kolkata with insurance up to ILS, Bhubaneswar: Jap. Yen (¥) 4,741,950.00

* We will pay Air-freight and Insurance Charges as Jap. Yen 30,000.00 as quoted above or as per actual whichever is lower.

(For detail specifications of the above Instrument, please refer to the Proforma Invoice / Quotation / Price Bid mentioned above of your above India Office/ Agent)

This order is valid only if your above Indian Agent will give the following items from local sources at free of cost before release of payment in your favour.

COMPUTER	Branded Computer/Laptop with standard screen size, intel core i7 processor, 8 GB RAM, 1TB HDD, graphic card of 2GB, speed 2.4 GHz.	1 SET
UPS	Branded 1KVA offline UPS with 30 minutes back-up.	1 NO.

Terms & Conditions:

Prices: Jap. Yen (¥) 4,741,950.00, CIP KOLKATA by Air with Insurance up to ILS, Bhubaneswar. The Institute will bear the concessional Customs Duty, Custom Clearance charges and other levies as per actual.

Payment: Payment will be made through A/C Payee Foreign Demand Draft immediately (within 30 working days) after supply and successful installation of the above item(s) / immediately (within working days) after receipt of the item(s) at ILS for 100% Invoice value by our banker (with all Bank charges outside India to your account) M/s. Indian Overseas Bank, Unit-III, New Station Sq Bhubaneswar-751 001 (Ph.: +91-674-2534543, 2534249, Fax: 2534234) whichever is acceptable to you. Invoice for amounts in excess of amounts mentioned in this order value is not accepted. Invoice along with all other required supporting documents as mentioned below (in shipping documents heading) may please be sent to the Finance & Accounts Section of this Institute for payment.

Delivery: Maximum within 05th March, 2016. If supply is not completed within the stipulated period and no extension at the period of supply is applied for and granted, this Institute reserves the right to make purchase from any other sources without sending any intimation of cancellation of the order placed with you. This contract for supply cannot be sublet without the permission of the Director, Institute of Life Sciences. The article (instrument/equipment) supplied should strictly confirm to the specification, grades etc. quoted by the firm or to the samples supplied by the firm and accepted by ILS. If any of the articles supplied by you are found to be bad or unsound, un-merchantable, inferior in quality or not in accordance with the description or otherwise faulty for unfit for use, the price or prices, of such article has already been made to you, shall be refundable. If the payment has not been made, you will not be entitled for any payment whatsoever for such article. If you failed to execute the order(s) within the time period, as indicated in the tender/order for supplies or as mutually agreed to, the order will be cancelled and the security deposit forfeited to the Institute of Life Sciences, Bhubaneswar. You will also be liable for all damages sustained by the Institute for non supply of instrument/equipment/article including the liability to pay any difference between the prices accepted by you and those ultimately paid by the Institute for the articles. The Director, Institute of Life Sciences, Nalco Square, Bhubaneswar-751 023 will assess such damages his decision in the matter will be final.

Packing: The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. In case the packing is such it is not conducive to supply at the destinations indicated, the Supplier shall be responsible for unpacking/repacking of the goods and its ultimate delivery at the destinations indicated.

Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:

i) Item ii) Contract/ Order No. iii) Country of Origin of Goods iv) Supplier's Name and v) Packing list reference number.

Governing Language: The contract/ order shall be written in English language. All correspondence and other documents pertaining to the Contract/ Order, which are exchanged by the parties, shall be written in the same language.

Patent Rights: The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

Guaranty/ Warranty: The equipment(s) should be supplied with at least 3(three) year standard comprehensive Guarantee/ Warranty calculated from the date of successful installation demonstration at ILS or as per the warranty card whichever is higher by the manufacturer covering service, all spares and other related costs including shipping/ transportation charges up to ILS Bhubaneswar, all taxes, customs clearance & customs duty and all related charges. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The guaranty/ warranty should be comprehensive on : repair/replacement. Guarantee certificate should be submitted along with dispatch documents.

Free Annual Maintenance Contract/Service (AMC/AMS): NIL

Service manual & Guarantee/warranty card: The supplier should provide the service manual & Guarantee/warranty card along with the scientific equipment, which should be handed over to the Junior Instrumentation Engineer of ILS at the time of installation of the scientific equipment. Payment can only be made after receipt of the service manual & guarantee/warranty card by the Junior Instrumentation Engineer of ILS. In case of payment in advance/sight draft/letter of credit the service manual & guarantee/warranty card should be handed over by you/ your above India Office/ Agent to the Junior Instrumentation Engineer/ Technician of ILS at the time of installation of the scientific equipment; otherwise the security deposit submitted by the supplier will not be refunded. The manuals, drawings and guarantee/warranty card shall be in English Language.

Installation, Demonstration and Training: Free of cost at ILS by your Indian Office/ Agent.

Security Deposit/ Performance Security: Security Deposit of Rs.1,09,574/- [i.e., approximately @ 10% of total CIP value minus EMD of Rs.1,50,000/- submitted by your above Indian agent earlier] is to be submitted either by you or your above India Office/ Agent in shape of crossed Demand Draft of any commercial bank in favor of "Institute of Life Sciences, Bhubaneswar" payable at Bhubaneswar within 30 days from the date of issue of this letter failing which the order placed with you will be treated as cancelled. The same can also be deposited in the form of fixed deposit receipt from a commercial bank or through bank guarantee (in ILS format supplied to the vendors with the tender paper) of a commercial bank in an acceptable manner. However, the bank guarantee should be valid till satisfactory supply of all item(s) in all respect as per quality, quantity, and specification and moreover after 60 days, beyond the date of completion of all contractual obligation of the supplier including warranty/guarantee and extended warranty/guarantee/ free AMC obligation which will be calculated from the date of successful installation of the instrument/equipment/article. The security deposit will be refunded as per rules specified in the tender.

Country of Origin: Japan/ Phillipines/ Germany/ USA/ Canada

Port of Shipment: Any port of Tokyo, Japan

PENALTY CLAUSE:

On breakdown of the Equipment, the maximum time to attend the complaint is 5 working days from the date of lodging of the complaint. Otherwise penalty charges of ₹ 500/- (up to item value ₹ 10.00 lakhs) plus additional ₹ 25/- per lakh per day will be charged to the authorized service agent of the Manufacturer/ Supplier. Any rectification during the warranty/guarantee period should be done within 21 days from the date of report of the Service Engineer of the Manufacturer/Supplier for repair of the equipment in case of requirement of spare parts. Otherwise, the above penalty charge will again be imposed from the 21st day from the date of first report of the Service Engineer till rectification of the Equipment. The Manufacturer/Supplier is bound to extend the warranty/guarantee for the equipment equivalent to the number of days for which the equipment remains idle due to the break down. However, ILS will claim no extension of warranty/guarantee for the equipment lying idle due to break down for a total number of 24 days per year in the warranty/guarantee period. Both Manufacturer/Supplier and their authorized Indian service agent in this regard may furnish an undertaking with the order acknowledgement /security deposit in order to confirm the order. If you failed to submit the undertaking in original within the due date, then the order placed with you will automatically stand as cancelled. No conditional Penalty clause will be entertained.

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Vandana
23/12/15
23/12/15



जीव विज्ञान संस्थान INSTITUTE OF LIFE SCIENCES

(An Autonomous Institute of the Department of Biotechnology, Govt. of India)

No.IV-225-S&P/2015-16/ 2863 /ILS

Date: 23.12.2015

#3#

Shipment advice and shipping documents for imported instrument/equipment/article:

Shipment Advice: The shipment details and a set of copy of all shipping documents may please be sent to us as well as to our following custom clearing agent sufficiently ahead in order to avoid delay in custom clearance and any damage to the Consignment. Please ensure that all shipping documents mentioned below in original reaches to us prior to the arrival of the consignment at Kolkata Airport/Seaport in order to clear the consignment from the Customs Authority without paying any demurrage charges. The demurrage and other related charges, if any, due to negligence on your part will be borne by you.

Shipping Documents: At least 4 copies with original of all shipping documents including bill/invoice, airway bill(s)/ bill of lading, delivery chalan/packing list, weight list (both gross & net), Country of Origin certificate (to be issued by a Chamber of Commerce), insurance documents, pre-shipment inspection certificate [to be issued by the Manufacturer or Beneficiary for item value less than Rs.25.00 lakhs (approx. FOB value) and by the Society General De Surveillance S.A. Geneva or their local Accredited representatives for approx. FOB value ₹25.00 lakhs or more] certifying that "the goods conform to the specifications and quality in order No. (Mentioning this Purchase Order No. & Date) of Institute of Life Sciences, Bhubaneswar" etc. should be sent along with the consignment. Only direct documents through Airlines or Steamer are accepted. **Only direct documents through Airlines/Shipping line are accepted. For any third party transport documents/console agent documents the delivery order/other related charges are to be borne by you/ your following Indian agent. The destination charges applied on issuance of the Consignment Arrival Notice by the freight agents may be settled by the Indian Agents of the respective Shippers/ Suppliers. However, ILS will bear only the normal charges (Shipping charges/NOC/Delivery order/ ground rent) which is approx. ₹ 3500/- Any charges exceeding Rs. 3500/- will be borne by you or your above office/agent.** Transport documents must not be submitted prior to the order and short form/blank back transport documents are not acceptable. All the above documents should be properly signed and stamped by the authorized signatory of the firm. Insurance policy for this consignment must cover Institute Cargo Clauses (Air), Institute War Clauses (Air cargo) and Institute Strike Clauses (Air cargo) covering in the case of dispatch by AIR and Institute Cargo Clauses (Air), Institute War Clauses (cargo) covering in the case of carriage by Sea. Also insurance policy may be done for 100% of invoice value plus 10% in the currency of this order with claims payable in India. No consignment will be accepted without proper documents as mentioned above.

Agency Commission: Nil

Partial shipment: Not permitted.

Trans-shipment: Not permitted/permitted on request with a condition to bear all expenses for this.

Liquidated damages/Penalty: The date of delivery mentioned in any ILS order should be strictly adhered to otherwise, the Director, ILS reserves the right not to accept the delivery in part or in full and to claim the liquidated damages/Penalty at 1% per week or part thereof subject to a maximum of 10% of the total value of the supply order which may be deducted from the final bill.

Bank Charges: This Institute will not bear any bank charges outside India.

Other Charges: This Institute will not pay any other charges. Any other charges included by you but not payable as per the supply order will be deducted from your bill without any prior intimation.

Order Acceptance: You are requested to submit your acceptance of this Purchase Order within 30 days from the date of issue, failing which it shall be presumed that you are not interested to supply the ordered item(s). Failure to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids. In the event of any dispute or difference(s) between the vendee ILS Bhubaneswar and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director, ILS who may decide the matter himself or may appoint an arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties. The place of arbitration and the language to be used in arbitration proceedings shall be decided by the arbitrator. **The court situated at Bhubaneswar shall have jurisdiction to decide any dispute or litigation, if arises in future, beyond the above-mentioned rules and regulations. The resultant contract will be interpreted under Indian Laws.**

Please send an order acknowledgement immediately by accepting this order through Fax at the No.+91-674-2300728 as well as by Courier along with the Security Deposit.

Thanking you,

Yours faithfully,

[Signature]
Stores & Purchase Officer
E-mail/Speed post

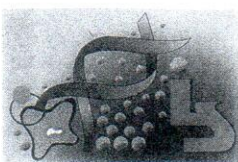
Copy to:

1. M/s. DSS Imagetech Pvt. Ltd., P-107, Lake Terrace, 1st Floor, Kolkata - 700029, Fax: 033-24660569, E-mail: kolkata@dssimage.com
2. Custom Agent: M/s G.C. Sen Agency, 15/1 Strand Road, Kolkata - 700 001; Tel.: +91 33-22107370, Tel./Fax: +91 33-24640122, e-mail: gcsenagency1@gmail.com, for information & necessary action towards customs clearance upon arrival of the above consignment.
3. The Finance & Accounts Section, ILS, Bhubaneswar (approved & sanctioned by the Director on 22.12.2015 at 8/N of file no. IV-225-S&P/2015-16 based on the recommendation of SPC-II dated 16.12.2015). **Payment Head:** From the Scientific Equipment Head of the Project entitled as "Global Profiling Leukemia, no. BT/MED/30/SP11239/2015". Approximately ₹ 28.27 lakh is booked for payment of this order including customs duty, customs clearance, freight from Kolkata to Bhubaneswar, entry tax etc.
4. Office P.O. File.
5. Dr. S.Chakraborty, ILS, Bhubaneswar with reference to his indent dated 14.08.2015 for the above equipment.
6. Mr. P.K. Das, Mr. S. Das & Mr. G. C. Parida of ILS, Bhubaneswar for taking necessary immediate action towards arrangement of installation on arrival of the above ordered Instrument(s).

(Prepared)

(Verified)

(PO entry)



जीव विज्ञान संस्थान INSTITUTE OF LIFE SCIENCES

(An Autonomous Institute of the Department of Biotechnology, Govt. of India)

Air Mail Registered/ Fax

Date: 23.12.2015

No.IV-225-S&P/2015-16/ 2862 /ILS

To

M/s Thermo Electron Scientific Instruments LLC,
5225 Verona Road, Madison WI 53718, USA

Sub.: Purchase of "Thermo make NanoDrop Spectrophotometer, Model: ND-2000C-IND- Qty. 2 (two)"

Ref.: (i) Our Sealed Open Global Tender Call Notice No.: IV-225-S&P/2015-16/2141/SOGT/SE/ILS dated 05.10.2015 & Corrigendum No.:

IV-225-S&P/2015-16/2307/SOGT/SE/ILS dated 19.10.2015: item no. 11

(ii) Price Bid/Proforma Invoice/ Quotation No. bt.17101 dated 04.11.2015 of your Indian Agent M/s Bio-technika, Plot No. 848, Sudarshan Palace-II, Madhusudan Nagar, Unit-IV, Bhubaneswar-751 001.

Sir,

As directed, this is to place an order with you towards supply of the following Scientific Equipment & its accessories to this Institute as mentioned in the above cited quotation (copy duly countersigned by us is enclosed) at a total cost of **USD 25,000.00**, CIF Kolkata by Air with Insurance up to ILS, Bhubaneswar subject to the following terms & conditions:

ITEM DETAILS:

Sl. No.	Items	Model/ Cat. No	Quantity	Total Price in USD
1.	Nanodrop Spectrophotometer, Model: ND-2000C Heating: 37± 0.5°C, stirring: 150-850rpm, Z-Height: 8.5mm, cuvette Dim.:12.5x 12.5 mm, up to 48mm H, path Length: 10.5,2,1 mm, Type: Masked cuvette, Absorbance Range: 0.002- 1.5, Detection Limit: 0.4ng/μl (dsDNA), maxm. Concentration: 750ng/ μl (dsDNA), measurement time < 3 seconds etc. with the following accessories	ND-2000C-IND	2	25,000.00
a	PR-1 Reconditioning Compound Kit w/Swabs	CHEM-PR1-KIT	2	
b	CF-1 calibration check Fluid includes an ampule of CF-1 solution for performance verification of nanodrop instruments	CHEM-CF-1	2	
c	One pair 10mm optical path X 12.5mm exterior with silica cuvette	SPL	2	
Grand Total CIP/CIF Kolkata by Air with Insurance up to ILS, Bhubaneswar Price:				USD 25,000.00

(For detail specifications of the above Instrument, please refer to the Proforma Invoice / Quotation mentioned above)

Local Supply by your above Indian Agent at extra cost:

Sl.	Item(s)	Qty.	Price in INR
1	Laptop: Core i5, 5 th gen, 8GB RAM, 1TB HDD, 15.5" HD monitor, Windows 10, Intel HD graphic, MS Office Pro 2010 original: Make- Lenovo/Dell/HP or similar	2	Rs. 1,70,000/-
2	1 KVA online UPS with 15 min. back-up: Make- Aplaab/Unilab/Socomec or similar	2	Rs. 56,000/-
Total			Rs. 2,26,000.00
Add VAT @5%:			Rs. 11,300.00
Grand Total:			Rs. 2,37,300.00

Terms & Conditions:

Prices: USD25,000.00, CIF KOLKATA by Air with Insurance up to ILS, Bhubaneswar. The Institute will bear the concessional Customs Duty, Custom Clearance charges & other Govt. levies as per actual.

Payment: Payment will be made through A/C Payee Foreign Demand Draft immediately (within 30 working days) after supply and successful installation of the above item immediately (within 30 working days) after receipt of the item(s) at ILS/ Sight Draft basis after receipt of the item(s). Irrevocable Letter of Credit for 100% Invoice value by a banker (with all Bank charges outside India to your account) M/s. Indian Overseas Bank, Unit-III, New Station Square, Bhubaneswar-751 001 (Ph.: +91-674-2534543, 2534249, F 2534234) whichever is acceptable to you. Invoice for amounts in excess of amounts mentioned in this order value is not accepted. Bill/ Invoice along with all other required support documents as mentioned below (in shipping documents heading) may please be sent to the Finance & Accounts Section of this Institute for payment. For local supplies payment will be made to your above Indian agent after supply & successful installation of the items supplied by them on receipt their bills in triplicate.

Delivery: Maximum within 30th March, 2016. If supply is not completed within the stipulated period and no extension at the period of supply is applied for and granted, the Institute reserves the right to make purchase from any other sources without sending any intimation of cancellation of the order placed with you. This contract for supply can be sublet without the permission of the Director of Institute of Life Sciences. The article (instrument/equipment) supplied should strictly conform to the specification, grades & quoted by the firm or to the samples supplied by the firm and accepted by ILS. If any of the articles supplied by you are found to be bad or unsound, un-merchantable, inferior in quality or not in accordance with the description or otherwise faulty for unfit for use or unwholesome, the price or prices, of such article has already been made to you, shall be refundable. If the payment has not been made, you will not be entitled for any payment whatsoever for such article. If you failed to execute the order(s) within the time period, as indicated in the tender/order for supplies or as mutually agreed to, the order will be cancelled and the security deposit forfeited by the Institute of Life Sciences Bhubaneswar. You will also be liable for all damages sustained by the Institute for non supply of instrument/equipment/article including the liability to pay any difference between the prices accepted by you and those ultimately paid by the Institute for the articles. The Director, Institute of Life Sciences, Nalco Square, Bhubaneswar-751 023 will assess such damages and his decision in the matter will be final.

Packing: The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of handling facilities at all points in transit. In case the packing is such that it is not conducive to supply at the destinations indicated, the Supplier shall be responsible for unpacking/repacking of the goods and its ultimate delivery at the destinations indicated.

Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:

i) Item ii) Contract/ Order No. iii) Country of Origin of Goods iv) Supplier's Name and v) Packing list reference number.

Governing Language: The contract/ order shall be written in English language. All correspondence and other documents pertaining to the Contract/ Order, which are exchanged by the parties, shall be written in the same language.

Patent Rights: The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of Goods or any part thereof in India.

Guaranty/ Warranty: The equipment(s) should be supplied with at least 2(two) year standard comprehensive Guarantee/ Warranty calculated from the date of successful

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installation and demonstration at ILS or as per the warranty card whichever is higher by the manufacturer covering service, all spares and other related costs including shipping transportation charges up to ILS, Bhubaneswar, all taxes, customs clearance & customs duty and all related charges. The Supplier warrants that the Goods supplied under Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise. The guaranty/ warranty should be comprehensive on site, repair/replacement. Guarantee certificate should be submitted along with dispatch documents.

Free Annual Maintenance Contract/Service (AMC/AMS): NIL

Service manual & Guarantee/warranty card: The supplier should provide the **service manual & Guarantee/warranty card** along with the scientific equipment, which should be handed over to the Junior Instrumentation Engineer of ILS at the time of installation of the scientific equipment. Payment can only be made after receipt of service manual & guarantee/warranty card by the Junior Instrumentation Engineer of ILS. In case of payment in advance/sight draft/letter of credit the service manual & guarantee/warranty card should be handed over by you/ your above India Office/ Agent to the Junior Instrumentation Engineer/ Technician of ILS at the time of installation of the scientific equipment; otherwise the security deposit submitted by the supplier will not be refunded. The manuals, drawings and guarantee/warranty card shall be in English Language.

Installation, Demonstration and Training: Free of cost at ILS by your Indian Office/ Agent.

Security Deposit/ Performance Security: Security Deposit of **Rs.1,89,235/-** [i.e., approximately @ 10% of total CIF value including local supplies cost] is to be submitted either by you or your above Indian Office/ Agent in shape of crossed Demand Draft of any commercial bank in favor of "Institute of Life Sciences, Bhubaneswar" payable at Bhubaneswar within 30 days from the date of issue of this letter failing which the order placed with you will be treated as cancelled. The same can also be deposited in the form of fixed deposit receipt from a commercial bank or through bank guarantee (in ILS format supplied to the vendors with the tender paper) of a commercial bank in an acceptable manner. However, the bank guarantee should be valid till satisfactory supply of item(s) in all respect as per quality, quantity, and specification and moreover after 60 days, beyond the date of completion of all contractual obligation of the supplier including warranty/guarantee and extended warranty/guarantee/ free AMC obligation which will be calculated from the date of successful installation of the instrument/equipment/article. The security deposit will be refunded as per rules specified in the tender. On receipt of the above Security deposit/ Performance Security, EMD of Rs. 1,25,000.00 submitted vide BG No. 122GT02153070004 dated 03.11.2015 of HDFC Bank Bhubaneswar by your above agent will be returned to them.

Country of Origin: USA **Port of Shipment:** Any Airport in USA

PENALTY CLAUSE:

On breakdown of the Equipment, the maximum time to attend the complaint is 5 working days from the date of lodging of the complaint. Otherwise penalty charges of ₹ 500/- (up to item value ₹ 10.00 lakhs) plus additional ₹ 25/- per lakh per day will be charged to the authorized service agent of the Manufacturer/ Supplier. Any rectification during the warranty/guarantee period should be done within 21 days from the date of report of the Service Engineer of the Manufacturer/Supplier for repair of the equipment in case of requirement of spare parts. Otherwise, the above penalty charge will again be imposed from the 21st day from the date of first report of the Service Engineer till rectification of the Equipment. The Manufacturer/Supplier is bound to extend the warranty/guarantee of the equipment equivalent to the number of days for which the equipment remains idle due to the break down. However, ILS will claim no extension of warranty/guarantee for the equipment lying idle due to break down for a total number of 24 days per year in the warranty/guarantee period. Both Manufacturer/Supplier and their authorized Indian service agent in this regard may furnish an undertaking with the order acknowledgement /security deposit in order to confirm the order. If you failed to submit the undertaking in original within the due date, then the order placed with you will automatically stand as cancelled. No conditional Penalty clause will be entertained.

Shipment advice and shipping documents for imported instrument/equipment/article:

Shipment Advice: The shipment details and a set of copy of all shipping documents may please be sent to us as well as to our following custom clearing agent sufficiently ahead in order to avoid delay in custom clearance and any damage to the Consignment. Please ensure that all shipping documents mentioned below in original reaches to us prior to the arrival of the consignment at Kolkata Airport/Seaport in order to clear the consignment from the Customs Authority without paying any demurrage charges. The demurrage and other related charges, if any, due to negligence on your part will be borne by you.

Shipping Documents: At least 4 copies with original of all shipping documents including bill/invoice, airway bill(s)/ bill of lading, delivery chalan/packing list, weight list (both gross & net) **Country of Origin certificate** (to be issued by a Chamber of Commerce), insurance documents, pre-shipment inspection certificate [to be issued by the Manufacturer or Beneficiary for item(s) value less than Rs.25.00 lakhs (approx. FOB value) and by the Society General De Surveillance S.A. Geneva or their local Accredited representatives for approx. FOB value ₹25.00 lakhs or more] certifying that "the goods conform to the specifications and quality in order No. (Mentioning this Purchase Order No. & Date) of Institute of Life Sciences, Bhubaneswar" etc. should be sent along with the consignment. Only direct documents through Airlines or Steamer are accepted. **Only direct documents through Airlines/Shipping line are accepted.** For any third party transport documents/console agent documents the delivery order/other related charges are to be borne by you/ your following Indian agent. The destination charges applied on issuance of the Cargo Arrival Notice by the freight agents may be settled by the Indian Agents of the respective Shippers/ Suppliers. However, ILS will bear only the normal charges (Shipping line charges/NOC/Delivery order/ground rent) which is approx. ₹ 3500/-. Any charges exceeding Rs. 3500/- will be borne by you or your above office/agent. Transport documents must not date prior to the order and short form/bill back transport documents are not acceptable. All the above documents should be properly signed and stamped by the authorized signatory of the firm. Insurance policy for this consignment must cover Institute Cargo Clauses (Air), Institute War Clauses (Air cargo) and Institute Strike Clauses (Air cargo) covering in the case of dispatch by AIR and Institute Cargo Clauses (Air), Institute War Clauses (cargo) covering in the case of carriage by Sea. Also insurance policy may be done for 100% of invoice value plus 10% in the currency of this order with claims payable in India. No consignment will be accepted without proper documents as mentioned above.

Agency Commission: Nil

Partial shipment: Not permitted.

Trans-shipment: Not permitted/permitted on request with a condition to bear all expenses for this.

Liquidated damages/Penalty: The date of delivery mentioned in any ILS order should be strictly adhered to otherwise, the Director, ILS reserves the right not to accept the delivery in part or full and to claim the liquidated damages/Penalty at 1% per week or part thereof subject to a maximum of 10% of the total value of the supply order which may be deducted from the final bill.

Bank Charges: This Institute will not bear any bank charges outside India.

Other Charges: This Institute will not pay any other charges. Any other charges included by you but not payable as per the supply order will be deducted from your bill without any prior intimation.

Order Acceptance: You are requested to submit your acceptance of this Purchase Order within 30 days from the date of issue, failing which it shall be presumed that you are not interested to supply the ordered item(s). Failure to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids.

Arbitration: In the event of any dispute or difference(s) between the vendee ILS Bhubaneswar and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director, ILS who may decide the matter himself or may appoint an arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator. **The court situated at Bhubaneswar shall have jurisdiction to decide any dispute or litigation, if arises in future, beyond the above-mentioned places and regulations.** The resultant contract will be interpreted under Indian Laws.

Please send an order acknowledgement immediately by accepting this order through Fax at the No.+91-674-2300728 as well as by Courier along with the Security Deposit.

Thanking you,

Yours faithfully,

Stores & Purchase officer
E-mail/Speed post

Copy to:

M/s Bio-technika, Plot No. 848, Sudarshan Palace-II, Madhusudan Nagar, Unit-IV, Bhubaneswar-751 001, E-mail: biotechnika.odisha@gmail.com , Fax: 0674-2390152
Custom Agent: M/s G.C. Sen Agency, 15/1 Strand Road, Kolkata - 700 001: Tel.: +91 33-22107370, Tel./Fax: +91 33-24640122, e-mail: gcsenagency1@gmail.com , for information & necessary action towards customs clearance upon arrival of the above consignment.

The Finance & Accounts Section, ILS, Bhubaneswar (approved & sanctioned by the Director on 22.12.2015 at 8/N of file no. IV-225-S&P/2015-16 based on the recommendation of SPC-II dated 16.12.2015). **Payment Head:** From the Scientific Equipment Head of DBT Core-grant 2014-15. Approximately ₹ 20.42 lakh may be booked for payment of this order including customs duty, customs clearance, freight from Kolkata to Bhubaneswar, entry tax etc.

Dr. S.V.Indran & Dr. S.Chauhan, ILS, Bhubaneswar with reference to their indent dated 01.10.2015 for the above equipment.

Mr. P.K. Das, Mr. S. Das & Mr. G. C. Parida of ILS, Bhubaneswar for taking necessary immediate action towards arrangement of installation on arrival of the above ordered instrument(s).

(Prepared)

(Verified)

(PO entry)



जीव विज्ञान संस्थान INSTITUTE OF LIFE SCIENCES

(An Autonomous Institute of the Department of Biotechnology, Govt. of India)

No.IV-225-S&P/2015-16/ 2861 /ILS

To
M/s Grant Instruments (Cambridge) Ltd.,
Shepreth, Cambridgeshire,
SG8 6GB, England

Fax: +44(0) 1763 262410 E-mail: archana@grantinstruments.com

Air Mail Registered/ Fax
Date: 23.12.2015

Sub.: Purchase of "Dual Tank Digital Unstirred Water Bath 5 & 12 ltr., Cat SAPD- Qty. 2 (two)"

Ref.: (i) Our Sealed Open Global Tender Call Notice No.: IV-225-S&P/2015-16/2141/SOGT/SE/ILS dated 05.10.2015 & Corrigendum No.: IV-225-S&P/2015-16/2307/SOGT/SE/ILS dated 19.10.2015: item no. 10

(ii) Price Bid/Proforma Invoice/ Quotation No. MOHASYNQ/2015-16/403(PRICE) dated 04.11.2015 of your Indian Agent M/s Mohapatra Scientific Supply Syndicate, F2G-30, Indradhanu Market Complex, IRC Village, Bhubaneswar-751 015

Sir,

As directed, this is to place an order with you towards supply of the following Scientific Equipment & its accessories to this Institute as mentioned in the above cited quotation (copy duly countersigned by us is enclosed) at a total cost of **GBP 2,700.00**, CIP Kolkata by Air with Insurance up to ILS, Bhubaneswar subject to the following terms & conditions:

ITEM DETAILS:

Sl. No.	Items	Model/ Cat. No	Quantity	Total Price in GBP
1.	Dual Tank Digital Unstirred Water Bath 5 & 12 ltr., Cat SAPD etc. with all accessories Ambient temp: +5 to 99°C, Digital Temp. setting, LED display, Uniformity: $\pm 0.1^\circ\text{C}$, Stability: DIN58966($^\circ\text{C}$); ± 0.2 , Display resolution: $\pm 1^\circ\text{C}$, 3 programmable temperature, 2 point calibration etc.	SAPD	2	2,500.00
Total Ex-works price:				2,500.00
Add: Packing & Forwarding charges:				100.00
FOB/FCA UK Price:				2,600.00
Add: Air-freight up to Kolkata & insurance up to ILS, Bhubaneswar:				100.00
Grand Total CIP/CIF Kolkata by Air with Insurance up to ILS, Bhubaneswar Price:				£ 2,700.00

(For detail specifications of the above Instrument, please refer to the Proforma Invoice / Quotation mentioned above)

Terms & Conditions:

Prices: **GBP 2,700.00, CIP KOLKATA** by Air with Insurance up to ILS, Bhubaneswar. The Institute will bear the concessional Customs Duty, Custom Clearance charges and other Govt. levies as per actual.

Payment: Payment will be made through A/C Payee Foreign Demand Draft immediately (within 30 working days) after supply and successful installation of the above item(s) by our banker (with all Bank charges outside India to your account) M/s. Indian Overseas Bank, Unit-III, New Station Square Bhubaneswar-751 001 (Ph.: +91-674-2534543, 2534249, Fax: 2534234). Invoice for amounts in excess of amounts mentioned in this order value is not accepted. Bill/ Invoice along with all other required supporting documents as mentioned below (in shipping documents heading) may please be sent to the Finance & Accounts Section of this Institute for payment.

Delivery: Maximum within 20th March, 2016. If supply is not completed within the stipulated period and no extension at the period of supply is applied for and granted, this Institute reserves the right to make purchase from any other sources without sending any intimation of cancellation of the order placed with you. This contract for supply cannot be sublet without the permission of the Director of Institute of Life Sciences. The article (instrument/equipment) supplied should strictly conform to the specification, grades etc. quoted by the firm or to the samples supplied by the firm and accepted by ILS. If any of the articles supplied by you are found to be bad or unsound, un-merchantable, inferior in quality or not in accordance with the description or otherwise faulty for unfit for use or unwholesome, the price or prices, of such article has already been made to you, shall be refundable. If the payment has not been made, you will not be entitled for any payment whatsoever for such article. If you failed to execute the order(s) within the time period, as indicated in the tender/order for supplies or as mutually agreed to, the order will be cancelled and the security deposit forfeited by the Institute of Life Sciences, Bhubaneswar. You will also be liable for all damages sustained by the Institute for non supply of instrument/equipment/article including the liability to pay any difference between the prices accepted by you and those ultimately paid by the Institute for the articles. The Director, Institute of Life Sciences, Nalco Square, Bhubaneswar 751 023 will assess such damages and his decision in the matter will be final.

Packing: The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. In case the packing is such that it is not conducive to supply at the destinations indicated, the Supplier shall be responsible for unpacking/repacking of the goods and its ultimate delivery at the destinations indicated.

Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:

i) Item ii) Contract/ Order No. iii) Country of Origin of Goods iv) Supplier's Name and v) Packing list reference number.

Governing Language: The contract/ order shall be written in **English language**. All correspondence and other documents pertaining to the Contract/ Order which are exchanged by the parties, shall be written in the same language.

Patent Rights: The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design right arising from use of the Goods or any part thereof in India.

Guaranty/ Warranty: The equipment(s) should be supplied with at least **2(two)** year standard comprehensive Guarantee/ Warranty calculated from the date of successful installation and demonstration at ILS or as per the warranty card whichever is higher by the manufacturer covering service, all spares and other related costs including shipping/ transportation charges up to ILS, Bhubaneswar, all taxes, customs clearance & customs duty and all related charges. The

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Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The warranty/ warranty should be comprehensive on site repair/replacement. Guarantee certificate should be submitted along with dispatch documents.

Free Annual Maintenance Contract/Service (AMC/AMS): NIL

Service manual & Guarantee/warranty card: The supplier should provide the service manual & Guarantee/warranty card along with the scientific equipment, which should be handed over to the Junior Instrumentation Engineer of ILS at the time of installation of the scientific equipment. Payment can only be made after receipt of the service manual & guarantee/warranty card by the Junior Instrumentation Engineer of ILS. In case of payment in advance/sight draft/letter of credit the service manual & guarantee/warranty card should be handed over by you/ your above India Office/ Agent to the Junior Instrumentation Engineer/ Technician of ILS at the time of installation of the scientific equipment; otherwise the security deposit submitted by the supplier will not be refunded. The manuals, drawings and guarantee/warranty card shall be in English Language.

Installation, Demonstration and Training: Free of cost at ILS by your Indian Office/ Agent.

Security Deposit/ Performance Security: Security Deposit of Rs.3,541/- [i.e., approximately @ 10% of total CIP value minus EMD of Rs.23,000/- submitted by your above Indian agent earlier] is to be submitted either by you or your above Indian Office/ Agent in shape of crossed Demand Draft of any commercial bank in favor of "Institute of Life Sciences, Bhubaneswar" payable at Bhubaneswar within 30 days from the date of issue of this letter failing which the order placed with you will be treated as cancelled. The same can also be deposited in the form of fixed deposit receipt from a commercial bank or through bank guarantee (in ILS format supplied to the vendors with the tender paper) of a commercial bank in an acceptable manner. However, the bank guarantee should be valid till satisfactory supply of all item(s) in all respect as per quality, quantity, and specification and moreover after 60 days, beyond the date of completion of all contractual obligation of the supplier including warranty/guarantee and extended warranty/guarantee/ free AMC obligation which will be calculated from the date of successful installation of the instrument/equipment/article. The security deposit will be refunded as per rules specified in the tender.

Country of Origin: UK **Port of Shipment:** Any Airport in UK

PENALTY CLAUSE:

On breakdown of the Equipment, the maximum time to attend the complaint is 5 working days from the date of lodging of the complaint. Otherwise penalty charges of ₹ 500/- (up to item value ₹ 10.00 lakhs) plus additional ₹ 25/- per lakh per day will be charged to the authorized service agent of the Manufacturer/ Supplier. Any rectification during the warranty/guarantee period should be done within 21 days from the date of report of the Service Engineer of the Manufacturer/Supplier for repair of the equipment in case of requirement of spare parts. Otherwise, the above penalty charge will again be imposed from the 21st day from the date of first report of the Service Engineer till rectification of the Equipment. The Manufacturer/Supplier is bound to extend the warranty/guarantee of the equipment equivalent to the number of days for which the equipment remains idle due to the break down. However, ILS will claim no extension of warranty/guarantee for the equipment lying idle due to break down for a total number of 24 days per year in the warranty/guarantee period. Both Manufacturer/Supplier and their authorized Indian service agent in this regard may furnish an undertaking with the order acknowledgement /security deposit in order to confirm the order. If you failed to submit the undertaking in original within the due date, then the order placed with you will automatically stand as cancelled. No conditional Penalty clause will be entertained.

Shipment advice and shipping documents for imported instrument/equipment/article:

Shipment Advice: The shipment details and a set of copy of all shipping documents may please be sent to us as well as to our following custom clearing agent sufficiently ahead in order to avoid delay in custom clearance and any damage to the Consignment. Please ensure that all shipping documents mentioned below in original reaches to us prior to the arrival of the consignment at Kolkata Airport/Seaport in order to clear the consignment from the Customs Authority without paying any demurrage charges. The demurrage and other related charges, if any, due to negligence on your part will be borne by you.

Shipping Documents: At least 4 copies with original of all shipping documents including bill/invoice, airway bill(s)/ bill of lading, delivery chalan/packing list, weight list (both gross & net), Country of Origin certificate (to be issued by a Chamber of Commerce), insurance documents, pre-shipment inspection certificate [to be issued by the Manufacturer or Beneficiary for item(s) value less than Rs.25.00 lakhs/ appx. FOB value) and by the Society General De Surveillance S.A. Geneva or their local Accredited representatives for appx. FOB value ₹25.00 lakhs or more] certifying that "the goods conform to the specifications and quality in order No. (Mentioning this Purchase Order No. & Date) of Institute of Life Sciences, Bhubaneswar" etc. should be sent along with the consignment. Only direct documents through Airlines or Steamer are accepted. Only direct documents through Airlines/Shipping line are accepted. For any third party transport documents/console agent documents the delivery order/other related charges are to be borne by you/ your following Indian agent. The destination charges applied on issuance of the Cargo Arrival Notice by the freight agents may be settled by the Indian Agents of the respective Shippers/ Suppliers. However, ILS will bear only the normal charges (Shipping charges/NOC/Delivery order/ ground rent) which is approx. ₹ 3500/-. Any charges exceeding Rs. 3500/- will be borne by you or your above office/agent. Transport documents must not date prior to the order and short form/blank back transport documents are not acceptable. All the above documents should be properly signed and stamped by the authorized signatory of the firm. Insurance policy for this consignment must cover Institute Cargo Clauses (Air), Institute War Clauses (Air cargo) and Institute Strike Clauses (Air cargo) covering in the case of dispatch by AIR and Institute Cargo Clauses (Air), Institute War Clauses (cargo) covering in the case of carriage by Sea. Also insurance policy may be done for 100% of invoice value plus 10% in the currency of this order with claims payable in India. No consignment will be accepted without proper documents as mentioned above.

Agency Commission: Nil

Partial shipment: Not permitted.

Trans-shipment: Not permitted/permitted on request with a condition to bear all expenses for this.

Liquidated damages/Penalty: The date of delivery mentioned in any ILS order should be strictly adhered to otherwise, the Director, ILS reserves the right not to accept the delivery in part or full and to claim the liquidated damages/Penalty at 1% per week or part thereof subject to a maximum of 10% of the total value of the supply order which may be deducted from the final bill.

Bank Charges: This Institute will not bear any bank charges outside India.

Other Charges: This Institute will not pay any other charges. Any other charges included by you but not payable as per the supply order will be deducted from your bill without any prior intimation.

Order Acceptance: You are requested to submit your acceptance of this Purchase Order within 30 days from the date of issue, failing which it shall be presumed that you are not interested to supply the ordered item(s). Failure to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids.

In the event of any dispute or difference(s) between the vendee ILS Bhubaneswar and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director, ILS who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties. The place of arbitration and the language to be used in arbit proceedings shall be decided by the arbitrator. The court situated at Bhubaneswar shall have jurisdiction to decide any dispute or litigation, if arises in future, beyond the above-mentioned rules and regulations. The resultant contract will be interpreted under Indian Laws.

Please send an order acknowledgement immediately by accepting this order through Fax at the No.+91-674-2300728 as well as by Courier along with the Security Deposit.

Thanking you,

Yours faithfully,

[Signature]
Stores & Purchase officer
E-mail/Speed post

Copy to:

1. M/s Mohapatra Scientific Supply Syndicate, F2G-30, Indradhanu Market Complex, IRC Village, Bhubaneswar-751 015 E-mail: mohasyn.bbsr@gmail.com
2. M/s Ginger Science Pvt. Ltd., LGF-6-8, Jinkushal Suri Complex, 230-A, Masjid Moth, South Ex-II, New Delhi-110 049, e-mail: sales@gingerscience.co.in
3. Custom Agent: M/s G.C. Sen Agency, 15/1 Strand Road, Kolkata - 700 001: Tel.: +91 33-22107370, Tel./Fax: +91 33-24640122, e-mail: gcsenagency1@gmail.com information & necessary action towards customs clearance upon arrival of the above consignment.
4. The Finance & Accounts Section, ILS, Bhubaneswar (approved & sanctioned by the Director on 22.12.2015 at 8/N of file no. IV-225-S&P/2015-16 based on recommendation of SPC-II dated 16.12.2015). **Payment Head:** From the Scientific Equipment Head of DBT Core-grant 2014-15. Approximately ₹ 2.90 lakh m booked for payment of this order including customs duty, customs clearance, freight from Kolkata to Bhubaneswar, entry tax etc.
5. Office P.O. File.
6. Dr. S.V. Indran & Dr. S. Chauhan, ILS, Bhubaneswar with reference to their indent dated 01.10.2015 for the above equipment.
7. Mr. P.K. Das, Mr. S. Das & Mr. G. C. Parida of ILS, Bhubaneswar for taking necessary immediate action towards arrangement of installation on arrival of the ordered instrument(s).

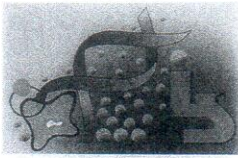
(Prepared)

[Signature]

[Signature]
(Verified)

(PO entry)

[Signature]



जीव विज्ञान संस्थान INSTITUTE OF LIFE SCIENCES

(An Autonomous Institute of the Department of Biotechnology, Govt. of India) **Speed Post**
Date: 12.01.2016

No.IV-225-S&P/2015-16/ 82 /ILS

To

M/s CITIZEN INDUSTRIES

**Plot No. 57, G.I.D.C. Estate, Phase-II, Naroda,
Ahmedabad- 382 330**

Fax: 079 2656 5642 E-mail: corporate@citizenind.com unit2@citizenind.com

Sub: Purchase of Complete Individually Ventilated Caging System (IVC).

Ref.: (i) Our Sealed Open Global Tender Call Notice No.: IV-225-S&P/2015-16/2141/SOGT/SE/ILS dated 05.10.2015 & Corrigendum No.: IV-225-S&P/2015-16/2307/ SOGT/ SE/ ILS dated 19.10.2015: item no. 08

(ii) Your Price Bid/Proforma Invoice/ Quotation No. CI/10/15/AG/6914/R0 dated 27.10.2015 & revised quotation No. CI/12/15/AG/6914/R1 dated 16.12.2015

(iii) Your e-mail letter no. CI/01/16/PY/6914/02 dated 08.01.2016.

Sir,

As directed, this is to place an order with you towards supply of the following items to this Institute at a total cost of **Rs. 15,75,000.00**, F.O.R, ILS, Bhubaneswar including Packing, Handling & Forwarding charges @3%, CST @ 15% , delivery/freight charges of Rs. 70,000/- and Entry tax @2%, subject to the terms & conditions mentioned below and in our above tender notice which have been accepted by you.

Sl. No.	Items(brief description)	Quantity	Price (each) in Rupees	Total Price in Rupees
1	IVC Cage rack model: CRB-96-DS Racks double sided: not less than 128 cages (not less than 64 on each side) comprising of frame structure and other details as per your quotation. Overall Dimension: L 1960 x W 880 x H 1965 mm	2Pcs.	1,58,000.00	3,16,000.00
2	IVC Cage Assembly size B, in Polysulphone construction with cage floor area 530 cm²: Comprising of cage bottom, lid with supply air port, exhaust air port, water bottle port with self closing isolators, 0.2 micron breather filter, filter retaining grill, lid clamps & label holder. Water bottle in PS construction with SS caps, with nipple .Cage grill in SS 304 construction with nylon gasket. Overall Dimension: L 365 x W 207 x H 190mm, Clear height: 14 cms	192Pcs.	4,104.00	7,87,968.00
3	Blower-Exhaust Modules/ Air Handling Unit (AHU): Suitable to handle at least 2 double sided racks. IVC Ventilator model V-4: Comprising of fresh air supply system, Exhaust air Evacuation system, Programmable Logical Controller, Caster wheels, Supply & Exhaust air nozzles, Housing & structure in SS 304 construction etc. as per your quotation with 0.5kva UPS with 3-4 hrs. battery back-up with Ethernet port.	1Pc.	4,64,760.00	4,64,760.00
Total Ex-works Amount:				15,68,728.00
Less: Discount:				(-) 3,24,221.00
Net Ex-works Amount:				12,44,507.00
Add: Packing, Handling & Forwarding charges @3%:				37,335.00
Add: CST @ 15% or as applicable *:				1,92,276.00
Delivery/ Freight charges*:				70,000.00
Total:				15,44,118.00
Add: Entry Tax @2% or as applicable *:				30,882.00
Grand Total:				15,75,000.00*

Size, specification, material quality etc. will be as per our above tender and your above quotation. A copy of your quotation (only price section) for detailed description duly countersigned by us is enclosed.

The following documents are enclosed herewith for availing Central Excise Duty Exemption as required by you:

- 1) Attested photocopy of our DSIR certificate [Regd. No. TU/V/RG-CDE (388)/2013 dated August 8, 2013]
- 2) The required Essentiality Certificate duly signed by our Director.

Terms & Conditions:

Prices: Rs. 15,75,000.00, F.O.R, ILS, Bhubaneswar including Packing, Handling & Forwarding charges @3%, CST @ 15% , Delivery/Freight charges of Rs. 70,000 and Entry Tax @2% or as per actual which ever lower subject to the following:

*However CST @15% or as actual which ever lower and Entry tax @2% or as actual which ever lower will be paid to you. Entry tax will be paid only on submission of original Entry tax receipt issued by Odisha sales Tax Department. Delivery/Freight charges of Rs. 70,000/- or as actual which ever lower will also be paid only after receipt of the original voucher of the transporter.

Payment: 100% through A/C Payee Cheque/ Demand Draft against delivery and successful installation of all above items at ILS. Your pre-receipted bill in triplicate (giving complete specification) drawn in the name of Institute of Life Sciences, Nalco Square, Chandrasekharapur, Bhubaneswar-75 023 may be sent with other related documents for arranging payment. Please send your income tax, sales tax clearance and TIN No. allotment certificates duly signed & stamped by you, along with the bills for payment.

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Security Deposit/ Performance Security: Security Deposit of Rs.72,500.00/- [i.e., approximately @ 10% of total FOR value minus EM Rs.85,000/- submitted by you earlier] is to be submitted by you in shape of crossed Demand Draft of any commercial bank in favor of "Institute of Life Sciences, Bhubaneswar" payable at Bhubaneswar within 30 days from the date of issue of this letter failing which the order placed with you will be treated as cancelled. The same can also be deposited in the form of fixed deposit receipt from a commercial bank in an acceptable manner. However, the bank guarantee should be in ILS format supplied to the vendors with the tender paper) of a commercial bank in an acceptable manner. However, the bank guarantee should be valid till satisfactory supply of all item(s) in all respect as per quality, quantity, and specification and moreover after 60 days, beyond the date of completion of all contractual obligation of the supplier including warranty/guarantee and extended warranty/guarantee/ free AMC obligation will be calculated from the date of successful installation of the instrument/equipment/article. The security deposit will be refunded as per the specified in the tender.

Delivery & Installation Site: ILS, Bhubaneswar.

Installation, Demonstration and Training: Free of cost at ILS by you.

Delivery: Maximum within 15th April 2016. If supply is not completed as stipulated above and no extension at the period of supply is applied for, the Institute reserves the right to make purchase from any other sources without sending any intimation of cancellation of the order placed with you. Article supplied should strictly conform to the specification, grade etc. quoted by you/as per the company specification and stipulated in the supply order or to the sample supplied by you and duly accepted by us. The date of delivery mentioned in this order should be strictly adhered to, otherwise, the Director, ILS reserves the right not to accept the delivery in part or full and to claim the liquidated damages @ 1% per week or part thereof subject to a maximum of 10% of the total value of the supply order.

Road Permit/ Pass: This is for your information that the above laboratory equipment are being purchased only for our research purposes which are not meant for any commercial/trading/re-sale purposes.

For road permit and entry tax purpose, you are requested to fill up the online VAT-402A e-form available in the website odishatax.gov.in - e-service - VAT 402A e-Form

1. Please note the following details required for filling the form.
2. Consignee: Institute of Life Sciences, An Autonomous Institute of the Department of Biotechnology, Govt. of India
3. Address: Nalco Square, Bhubaneswar-751023, Odisha, India
4. Pan No.: AAAAI4541B; E-mail: spdilsc@gmail.com; Mobile: 07873845267, 09861314747

Guarantee/ Warranty: Total warranty at least 2(two) years for item sl. 2 and 5(five) years for IVC Ventilator & IVC Cage Racks (item sl.1 & 3) from the date of supply & successful installation at ILS. The guaranty/ warranty should be comprehensive (repair /replacement) on site i.e including labor, spare cost, delivery, taxes etc. Guarantee/ warranty certificate should be submitted along with dispatch documents.

Partial Shipment: Not permitted.

Liquidated damages/ Penalty: The date of delivery mentioned in any ILS order should be strictly adhered to otherwise, the Director, ILS reserves the right not to accept the delivery in part or full and to claim the liquidated damages/ Penalty at 1% per week or part thereof subject to a maximum of 10% of the total value of the supply order which may be deducted from the final bill.

Bank Charges: This Institute will not bear any bank charges outside India.

Other Charges: This Institute will not pay any other charges. Any other charges included by you but not payable as per the supply order will be deducted from your bill without any prior intimation.

Order Acceptance: You are requested to submit your acceptance of this Purchase Order within 30 days from the date of issue, failing which it shall be presumed that you are not interested to supply the ordered item(s). Failure to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids.

In the event of any dispute or difference(s) between the vendee ILS Bhubaneswar and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director, ILS who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator. The court situated at Bhubaneswar shall have jurisdiction to decide any dispute or litigation, if arises in future, beyond the above-mentioned rules and regulations. The resultant contract will be interpreted under Indian Laws.

Please send an order acknowledgement immediately by accepting this order through Fax at the No.+91-674-2300728 as well as by Courier along with the Security Deposit.

Thanking you,

Yours faithfully,

[Signature]

Stores & Purchase Officer
E-mail: labsales@citizenind.com
Fax: 079 2656 5642

- Copy to:**
- 1) M/s CITIZEN INDUSTRIES, Citizen Arena, Darshan Society Road, Near Stadium Circle, Navrangpura, Ahmedabad- 380 009.
 - 2) The Finance & Accounts Section, ILS, Bhubaneswar (approved & sanctioned by the Director on 11.01.2016 at 10-11/N of file no. IV-225-S&P/2015-16 based on the recommendation of SPC-II dated 05.01.2016). Payment Head: From the Scientific Equipment Head of the Project entitled as "Global Profiling..... Leukemia, no. BT/MED/30/SP11239/2015".
 - 3) Office P.O. File.
 - 4) Dr. S.Chakraborty, ILS, Bhubaneswar with reference to his indent dated 14.08.2015 for the above equipment.
 - 5) Mr. P.K. Das, Mr. S. Das & Mr. G. C. Parida of ILS, Bhubaneswar for taking necessary immediate action towards arrangement of installation on arrival of the above ordered Instrument(s).

[Signature]
(Prepared)

[Signature]
(Verified)

[Signature]
(PO entry)



जीव विज्ञान संस्थान

INSTITUTE OF LIFE SCIENCES

(An Autonomous Institute of the Department of Biotechnology, Govt. of India)

No.IV-225-S&P/2015-16/ 83 /ILS

To

M/s PXI Precision X-Ray Inc- USA
15 Commerce drive North Branford, CT 06471,USA

Fax.: 203.484.2012 e-mail: sales@pxinc.com

E- Mail / Fax

Date: 12.01.2016

Sub: Purchase of PXI Precision X-Ray INC, USA make "X-Ray Irradiator for Small Animal & Cells/Tissue, Model : X-RAD 225 XL - quantity- 1(one) with relat accessories.

Ref: (i) Our Sealed Open Global Tender Call Notice No.: IV-225-S&P/2015-16/2141/SOGT/SE/ILS dated 05.10.2015 & Corrigendum No.: IV-225-S&P/2015- 16/2307/ SOGT/ SE/ ILS dated 19.10.2015: item no. 07
(ii) Quotation / Price bid / Proforma Invoice No.: INK/RAJ.RXI.1/VIZ/2015 dated 01.11.2015, revised quotation No. INK/RAJ.RXI.2/VIZ/2016 dated 05.01.2 and final revised quote No. INK/RAJ.RXI.3/VIZ/2016 dated 11.01.2016 against our e-mail enquiry dated 11.01.2016 of your Indian agent M/s Inkarp Instrum Pvt. Ltd., 1-2-45/1, Street No.2, Kakateya Nagar Colony, Habisguda, Hyderabad – 500 007.

Sir,

As directed, this is to place an order again with you towards supply of the following Scientific Equipment & its accessories to this Institute as mentioned in above cited quotations (copy duly countersigned by us is enclosed) at a total cost of USD 1,39,394.75 CIF Kolkata Seaport with Insurance up to ILS, Bhubaneswar, subject the following terms & conditions:

ITEM DETAILS:

Sl. No.	Items	Quantity	Total Price in USD
1	PXI Precision X-Ray INC, USA make "X-Ray Irradiator for Small Animal & Cells/Tissue, Model : X-RAD 225 XL Biological Irradiator Cabinet Tech. Spec.: Shielded X-Ray Cabinet with Viewing Port, External/ Internal Dimension: 77" x 47" x 35"/22" x 14.75" x 15" HWD, Cabinet meets requirements of Federal Regulation 21 CFR1040 sub chapter 'J', 4000 Watts High Stability, High Frequency X-Ray generator, Touch RAD multi user control with LCD Display, 225kV Metal Ceramic X-Ray tube, Closed Loop Internal Cooler, Filter/Collimator holder, Adjustable Height Shelf, Source to Specimen Distance Indicator, 4 Wheels mounted for mobility. Weight 2395lbs, Operators Manual with following accessories:	01	1,31,490.00
a	DOSE MEASUREMENT & CONTROL (Touch Screen Control, Measurement & Control of X-Ray Dose, Selectable Entry of Dose)	01	
b	SPOT BEAM COLLIMATOR (1 cm diameter)	01	
c	HOLDERS (to hold the Cell Culture Flasks for Irradiation)	01	
d	Mouse Pie Cage (holds up to 11 mice)	04	1,840.00
e	Restrainers / Shields: Left Flank, Right Flank, Dual Flank, Whole Body Flank & Head Shields : 2(two) pcs. each	As mentioned	3,990.00
f	Autoclavable Mouse/ Rat Disk	05	1,074.75
Net Total Ex-works Value:			1,38,394.75
Add: Packing & Forwarding charges:			1,000.00
Total FOB/FCA value:			1,39,394.75
Ocean Freight up to Kolkata with Insurance up to ILS, Bhubaneswar Value at your scope:			0.00
Total CIF Kolkata by Sea freight with Insurance up to ILS, Bhubaneswar Value:			USD 1,39,394.75

* Ocean freight and insurance up to ILS, Bhubaneswar will be borne by you as per above revised offer dated 05.01.2016 & 11.01.2016
(For detail specifications of the above Instrument, please refer to the Proforma Invoice / Quotation mentioned above)*

Terms & Conditions:

Prices: USD 1,39,394.75, CIP Kolkata by Ocean freight (with insurance up to ILS, Bhubaneswar). The Institute will bear the concessional Customs Duty, Custom Clearance charges and other Govt. levies as per actual.

Payment: Payment will be made through A/C Payee Foreign Demand Draft immediately (within 30 working days) after supply and successful installation of the above item immediately (within 30 working days) after receipt of the item(s) at ILS/ Sight Draft basis after receipt of the item(s)/ Irrevocable Letter of Credit for 100% Invoice value our banker (with all Bank charges outside India to your account) M/s. Indian Overseas Bank, Unit-III, New Station Square, Bhubaneswar-751 001 (Ph.: +91-674-25345-2534249, Fax: 2534234) whichever is acceptable to you. Invoice for amounts in excess of amounts mentioned in this order value is not accepted. Bill/ Invoice along with other required supporting documents as mentioned below (in shipping documents heading) may please be sent to the Finance & Accounts Section of this Institute for payment.

Delivery: Maximum within 05th May, 2016. If supply is not completed within the stipulated period and no extension at the period of supply is applied for and granted, the Institute reserves the right to make purchase from any other sources without sending any intimation of cancellation of the order placed with you. This contract for supply can be sublet without the permission of the Director of Institute of Life Sciences. The article (instrument/equipment) supplied should strictly confirm to the specification, grades quoted by the firm or to the samples supplied by the firm and accepted by ILS. If any of the articles supplied by you are found to be bad or unsound, un-merchantable, inferior in quality or not in accordance with the description or otherwise faulty for unfit for use or unwholesome, the price or prices, of such article has already been made to you, shall be refundable. If the payment has not been made, you will not be entitled for any payment whatsoever for such article. If you failed to execute the order(s) within the time period, as indicated in the tender/order for supplies or as mutually agreed to, the order will be cancelled and the security deposit forfeited by the Institute of Life Sciences, Bhubaneswar. You will also be liable for all damages sustained by the Institute for non supply of instrument/equipment/article including the liability to pay any difference between the prices accepted by you and those ultimately paid by the Institute for the articles. The Director, Institute of Life Sciences, Nalco Square, Bhubaneswar-751 023 will assess such damages and his decision in the matter will be final.

Packing: The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of handling facilities at all points in transit. In case the packing is such that it is not conducive to supply at the destinations indicated, the Supplier shall be responsible for unpacking/repacking of the goods and its ultimate delivery at the destinations indicated.

Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:

i) Item ii) Contract/ Order No. iii) Country of Origin of Goods iv) Supplier's Name and v) Packing list reference number.

Contd....P/2 (back page)

Nalco Square, Bhubaneswar - 751 023, Odisha, India

EPABX: +91-674-2300137, 2301460, 2301476, 2301219

Fax : +91-674-2300728, Website : www.ils.res.in

नालको चौक, भुवनेश्वर-751023, ओडीशा, भारत

ईपीएबिक्स : +91-674-2300137, 2301460, 2301476, 2301219

फैक्स : +91-674-2300728 वेबसाईट : www.ils.res.in

Governing Language: The contract/ order shall be written in **English language**. All correspondence and other documents pertaining to the Contract/ Order, which are exchanged between the parties, shall be written in the same language.

Patent Rights: The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

Warranty/ Warranty: The equipment(s) should be supplied with at least **2(two) years** standard comprehensive Guarantee/ Warranty from the date of successful installation and demonstration at ILS or as per the warranty card whichever is higher by the manufacturer covering service, all spares and other related costs including shipping/ transportation charges up to ILS, Bhubaneswar, all tax customs clearance & customs duty and all related charges. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those that incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The warranty/ warranty should be comprehensive on site, repair/replacement. Guarantee certificate should be submitted along with dispatch documents.

Free Annual Maintenance Contract/Service (AMC/AMS): NIL

Service manual & Guarantee/warranty card: The supplier should provide the **service manual & Guarantee/warranty card** along with the scientific equipment, which should be handed over to the Junior Instrumentation Engineer of ILS at the time of installation of the scientific equipment. Payment can only be made after receipt of the service manual & guarantee/warranty card by the Junior Instrumentation Engineer of ILS. In case of payment in advance/sight draft/letter of credit the service manual & guarantee/warranty card should be handed over by you/ your above India Office/ Agent to the Junior Instrumentation Engineer/ Technician of ILS at the time of installation of the scientific equipment; otherwise the security deposit submitted by the supplier will not be refunded. The manuals, drawings and guarantee/warranty card shall be in English Language.

Installation, Demonstration and Training: Free of cost at ILS by your above Indian Office/ Agent.

Security Deposit/ Performance Security: A Security Deposit of **Rs.9,33,947/- [i.e., approximately @ 10% of total CIF value]** is to be submitted either by you or your above Indian Office/ Agent in shape of crossed Demand Draft of any commercial bank in favor of "Institute of Life Sciences, Bhubaneswar" payable at Bhubaneswar within 30 days from the date of issue of this letter failing which the order placed with you will be treated as cancelled. The same can also be deposited in the form of fixed deposit receipt from a commercial bank or through bank guarantee (in ILS form supplied to the vendors with the tender paper) of a commercial bank in an acceptable manner. However, the bank guarantee should be valid till satisfactory supply of all item(s) in all respect as to quality, quantity, and specification and moreover after 60 days, beyond the date of completion of all contractual obligation of the supplier including **warranty/guarantee and extend warranty/guarantee/ free AMC obligation** which will be calculated from the date of successful installation of the instrument/equipment/article. The security deposit will be refunded as per rupee specified in the tender. On receipt of the above Security deposit/ Performance Security, EMD of Rs. 4,48,760.00 submitted vide BG No. 16340100004181 dated 29.10.2015 of Axis Bank Ltd. by your above agent will be returned to them.

Country of Origin: USA

Port of Shipment: New York

PENALTY CLAUSE:

On breakdown of the Equipment, the maximum time to attend the complaint is 5 working days from the date of lodging of the complaint. Otherwise penalty charges of ₹ 500/- (up to item value 10.00 lakhs) plus additional ₹ 25/- per lakh per day will be charged to the authorized service agent of the Manufacturer/ Supplier. Any rectification during the warranty/guarantee period should be done within 21 days from the date of report of the Service Engineer of the Manufacturer/Supplier for repair of the equipment in case of requirement of spare parts. Otherwise, the above penalty charge will again be imposed from the 21st day from the date of first report of the Service Engineer till rectification of the Equipment. The Manufacturer/Supplier is bound to extend the warranty/guarantee of the equipment equivalent to the number of days for which the equipment remains idle due to the break down. However, ILS will claim no extension of warranty/guarantee for the equipment lying idle due to break down for a total number of 24 days per year in the warranty/guarantee period. Both Manufacturer/Supplier and their authorized Indian service agent in this regard may furnish undertaking with the order acknowledgement /security deposit in order to confirm the order. If you failed to submit the undertaking in original within the due date, then the order placed with you will automatically stand as cancelled. No conditional Penalty clause will be entertained.

Shipment advice and shipping documents for imported instrument/equipment/article:

Shipment Advice: The shipment details and a set of copy of all shipping documents may please be sent to us as well as to our following custom clearing agent sufficiently ahead in order to avoid delay in custom clearance and any damage to the Consignment. Please ensure that all shipping documents mentioned below in original reaches to us prior to the arrival of the consignment at Kolkata Airport/Seaport in order to clear the consignment from the Customs Authority without paying any demurrage charges. The demurrage and other related charges, if any, due to negligence on your part will be borne by you.

Shipping Documents: At least 4 copies with original of all shipping documents including **bill/invoice, airway bill(s)/ bill of lading, delivery chalan/packing list, weight list (both gross & net), Country of Origin certificate (to be issued by a Chamber of Commerce), insurance documents, pre-shipment inspection certificate** [to be issued by the Manufacturer or Beneficiary for item value less than Rs.25.00 lakhs (appx. FOB value) and by the Society General De Surveillance S.A. Geneva or their local Accredited representatives for appx. FOB value ₹25.00 lakhs or more] certifying that "the goods conform to the specifications and quality in order No. (Mentioning this Purchase Order No. & Date) of Institute of Life Sciences, Bhubaneswar" etc. should be sent along with the consignment. Only direct documents through Airlines or Steamer are accepted. Transport documents must not date prior to the order and short form/blank back transport documents are not acceptable. All the above documents should be properly signed and stamped by the authorized signatory of the firm. Insurance policy for this consignment must cover Institute Cargo Clauses (Air) Institute War Clauses (Air cargo) and Institute Strike Clauses (Air cargo) covering in the case of dispatch by AIR and Institute Cargo Clauses (Air), Institute War Clauses (cargo) covering in the case of carriage by Sea. Also insurance policy may be done for 100% of invoice value plus 10% in the currency of this order with claims payable in India. No consignment will be accepted without proper documents as mentioned above.

Agency Commission: Nil

Partial shipment: Not permitted.

Trans-shipment: Not permitted/allowed on request with a condition to bear all expenses for this.

Liquidated damages/ Penalty: The date of delivery mentioned in any ILS order should be strictly adhered to otherwise, the Director, ILS reserves the right not to accept the delivery in part or full and to claim the liquidated damages/ Penalty at 1% per week or part thereof subject to a maximum of 10% of the total value of the supply order which may be deducted from the final bill.

Bank Charges: This Institute will not bear any bank charges outside India.

Other Charges: This Institute will not pay any other charges. Any other charges included by you but not payable as per the supply order will be deducted from your bill without any prior intimation necessary action towards customs clearance upon arrival of the above consignment.

Order Acceptance: You are requested to submit your acceptance of this Purchase Order within 30 days from the date of issue, failing which it shall be presumed that you are not interested to supply the ordered item(s). Failure to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids. In the event of any dispute or difference(s) between the vendee ILS Bhubaneswar and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or for other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director, ILS who may decide the matter himself or may appoint an arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator. **The court situated at Bhubaneswar shall have jurisdiction to decide any dispute or litigation, if arises in future, beyond the above-mentioned rules and regulations. The resultant contract will be interpreted under Indian Laws.**

Please send an order acknowledgement immediately by accepting this order through Fax at the No.+91-674-2300728 as well as by Courier along with the Security Deposit.

Thanking you,

Yours faithfully,

V. Chandra
21/1/16
Stores & Purchase Officer

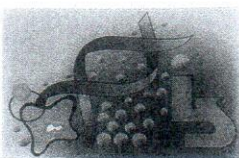
Copy to:

1. M/s Inkarp Instruments Pvt. Ltd., 1-2-45/1, Street No.2, Kakateeya Nagar Colony, Habisguda, Hyderabad - 500 007, Fax:040- 27154686, E-mail: sales@inkarp.co.in, rajesh@inkarp.co.in, saleshyd@inkarp.co.in Speed Post
2. Custom Agent: M/s G.C. Sen Agency, 15/1 Strand Road, Kolkata - 700 001; Tel.: +91 33-22107370, Tel./Fax: +91 33-24640122, e-mail: gcsenagency1@gmail.com, for information necessary action towards customs clearance upon arrival of the above consignment.
3. The Finance & Accounts Section, ILS, Bhubaneswar (approved & sanctioned by the Director on 11.01.2016 at 10-12/N of file no. IV-225-S&P/2015-16 based on recommendation of SPC-II dated 05.01.2016). Payment Head: From the Scientific Equipment Head of the Project entitled as "Global Profiling..... Leukemia, no. BT/MED/30/SP11239/2016. Approximately ₹ 101.34 lakh may be booked for payment of this order including customs duty, customs clearance, freight from Kolkata to Bhubaneswar, entry tax etc.
4. Office P.O. File.
5. Dr. S.Chakraborty, ILS, Bhubaneswar with reference to his indent dated 14.08.2015 for the above equipment and his notes in the bottom of the last page of the above SPC-II minutes.
6. Mr. P.K. Das, Mr. S. Das & Mr. G. C. Parida of ILS, Bhubaneswar for taking necessary immediate action towards arrangement of installation on arrival of the above ordered Instrument(s).

(Prepared)

(Verified)

(PO entry)



जीव विज्ञान संस्थान INSTITUTE OF LIFE SCIENCES

(An Autonomous Institute of the Department of Biotechnology, Govt. of India)

No.IV-225-S&P/2015-16/80 /ILS

To

M/s. Thermo Electron LED GmbH,
Robert-Bosch-Strasse-1, D-63505,
Langenselbold, Germany.

Fax: 0049-6184-90-6758

Email: reinhard.knorr@thermofisher.com

E-mail/ Fax

Date: 12.01.2016

Sub.: Purchase of "Thermo Heraeus make Biological Safety Cabinet, Class II, Vertical Type, Model: MSC advantage 1.2- Qty. 1(one)"

Ref.: (i) Our Sealed Open Global Tender Call Notice No.: IV-225-S&P/2015-16/2141/SOGT/SE/ILS dated 05.10.2015 & Corrigendum No.: IV-225-S&P/2015-16/2307/SOGT/SE/ILS dated 19.10.2015: item no. 02

(ii) Price Bid/Proforma Invoice/ Quotation No. CAL/JNM/ILS/10/2015/265(A)(Price) dated 28.10.2015 of your Indian Agent M/s. Suravi Instrumentation P Ltd., 86 B, Monoharpukur Road, Kolkata- 700 029.

Sir,

As directed, this is to place an order with you towards supply of the following Scientific Equipment & its accessories to this Institute as mentioned in the ab cited quotation (copy duly countersigned by us is enclosed) at a total cost of **USD 7,300.00**, CIF Kolkata by Ocean with Insurance up to ILS, Bhubaneswar subject to following terms & conditions:

ITEM DETAILS:

Sl. No.	Items	Model/ Part. No	Quantity	Total Price in USD
1.	Thermo Heraeus Brand Biological Safety Cabinet, Class II, Vertical Type, Model: MSC advantage 1.2 : Exterior dimension ; WxHxD/1300x1550x798mm, Interior dimension; WxHxD/1200x780x465mm, 230V AC, 50 Hz with the following accessories	51025411	1	6,000.00
a	UV-Lamp (factory installed)	51900912	1	
b	Replacement Stainless steel Armrest (set of 2)	50073663	1 set	
Add: Packing, Forwarding, Inland freight charges up to nearest German Seaport and Ocean freight up to Kolkata & Insurance up to ILS, Bhubaneswar:				1,300.00
Grand Total CIP/CIF Kolkata by Sea with Insurance up to ILS, Bhubaneswar Price:				USD 7,300.00

(For detail specifications of the above Instrument, please refer to the Proforma Invoice / Quotation mentioned above)

Local Supply by your above Indian Agent at free of cost:

Sl.	Item(s)	Qty.
1	Floor Stand at the time of installation	1

Terms & Conditions:

Prices: USD 7,300.00, CIF KOLKATA by Sea with Insurance up to ILS, Bhubaneswar. The Institute will bear the concessional Customs Duty, Custom Clearance charges & other Govt. levies as per actual.

Payment: Payment will be made through A/C Payee Foreign Demand Draft immediately (within 30 working days) after supply and successful installation of the above item immediately (within 30 working days) after receipt of the item(s) at ILS/ Sight Draft basis after receipt of the item(s) for 100% Invoice value by our banker (with all Bank charges outside India to your account) M/s. Indian Overseas Bank, Unit-III, New Station Square, Bhubaneswar-751 001 (Ph.: +91-674-2534543, 2534249, Fax: 2534234) whichever is acceptable to you. Invoice for amounts in excess of amounts mentioned in this order value is not accepted. Bill/ Invoice along with all other required supporting documents as mentioned below shipping documents heading) may please be sent to the Finance & Accounts Section of this Institute for payment.

Delivery: Maximum within **30th March, 2016**. If supply is not completed within the stipulated period and no extension at the period of supply is applied for and granted, the Institute reserves the right to make purchase from any other sources without sending any intimation of cancellation of the order placed with you. This contract for supply can be sublet without the permission of the Director of Institute of Life Sciences. The article (instrument/equipment) supplied should strictly confirm to the specification, grades & quoted by the firm or to the samples supplied by the firm and accepted by ILS. If any of the articles supplied by you are found to be bad or unsound, un-merchantable, inferior in quality or not in accordance with the description or otherwise faulty for unfit for use or unwholesome, the price or prices, of such article has already been made to you, shall be refundable. If the payment has not been made, you will not be entitled for any payment whatsoever for such article. If you failed to execute the order(s) within the time period, as indicated in the tender/order for supplies or as mutually agreed to, the order will be cancelled and the security deposit forfeited by the Institute of Life Sciences, Bhubaneswar. You will also be liable for all damages sustained by the Institute for non supply of instrument/equipment/article including the liability to pay any difference between the prices accepted by you and those ultimately paid by the Institute for the articles. The Director, Institute of Life Sciences, Nalco Square, Bhubaneswar-751 023 will assess such damages and his decision in the matter will be final.

Packing: The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of handling facilities at all points in transit. In case the packing is such that it is not conducive to supply at the destinations indicated, the Supplier shall be responsible for unpacking/repacking of the goods and its ultimate delivery at the destinations indicated.

Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:

i) Item ii) Contract/ Order No. iii) Country of Origin of Goods iv) Supplier's Name and v) Packing list reference number.

Governing Language: The contract/ order shall be written in **English language**. All correspondence and other documents pertaining to the Contract/ Order, which are exchanged by the parties, shall be written in the same language.

Patent Rights: The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

Guaranty/ Warranty: The equipment(s) should be supplied with at least **2(two)** years standard comprehensive Guarantee/ Warranty calculated from the date of successful installation and demonstration at ILS or as per the warranty card whichever is higher by the manufacturer covering service, all spares and other related costs including shipping and transportation charges up to ILS, Bhubaneswar, all taxes, customs clearance & customs duty and all related charges. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The guaranty/ warranty should be comprehensive on site, repair/replacement. Guarantee certificate should be submitted along with dispatch documents.

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Nalco Square, Bhubaneswar - 751 023, Odisha, India

EPABX: +91-674-2300137, 2301460, 2301476, 2301219

Fax : +91-674-2300728, Website : www.ils.res.in

नालको चौक, भुवनेश्वर-751023, ओडीशा, भारत

ईपीएबिक्स : +९१-६७४-२३००१३७, २३०१४६०, २३०१४७६, २३०१२१९

फैक्स : +९१-६७४-२३००७२८. वेबसाइट : www.ils.res.in

Free Annual Maintenance Contract/Service (AMC/AMS): NIL

2

Service manual & Guarantee/warranty card: The supplier should provide the *service manual & Guarantee/warranty card* along with the scientific equipment, should be handed over to the Junior Instrumentation Engineer of ILS at the time of installation of the scientific equipment. Payment can only be made after receipt of service manual & guarantee/warranty card by the Junior Instrumentation Engineer of ILS. In case of payment in advance/sight draft/letter of credit the service manual & guarantee/warranty card should be handed over by you/ your above India Office/ Agent to the Junior Instrumentation Engineer/ Technician of ILS at the time of installation of the scientific equipment; otherwise the security deposit submitted by the supplier will not be refunded. The manuals, drawings and guarantee/warranty card shall be in English Language.

Installation, Demonstration and Training: Free of cost at ILS by your Indian Office/ Agent.

Security Deposit/ Performance Security: Security Deposit of Rs.25,185/- [i.e., approximately @ 10% of total CIP/CF value minus EMD of Rs.23,725/- submitted by your above Indian Office/ Agent] is to be submitted either by you or your above Indian Office/ Agent in shape of crossed Demand Draft of any commercial bank in favor of "Institute of Life Sciences, Bhubaneswar" payable to order within 30 days from the date of issue of this letter failing which the order placed with you will be treated as cancelled. The same can also be deposited in the form of fixed deposit of Rs.25,185/- from a commercial bank or through bank guarantee (in ILS format supplied to the vendors with the tender paper) of a commercial bank in an acceptable manner. However, the bank guarantee shall be valid till satisfactory supply of all item(s) in all respect as per quality, quantity, and specification and moreover after 60 days, beyond the date of completion of all contractual obligation of the supplier including **warranty/guarantee and extended warranty/guarantee/ free AMC obligation** which will be calculated from the date of successful installation of the instrument/equipment/article. The security deposit will be refunded as per rules specified in the tender.

Country of Origin: Germany **Port of Shipment:** Any Seaport in Germany

PENALTY CLAUSE:

On breakdown of the Equipment, the maximum time to attend the complaint is 5 working days from the date of lodging of the complaint. Otherwise penalty charges of ₹ 500/- (up to item done within 21 days from the date of report of the Service Engineer of the Manufacturer/Supplier for repair of the equipment in case of requirement of spare parts. Otherwise, the above penalty charge will again be imposed from the 21st day from the date of first report of the Service Engineer till rectification of the Equipment. The Manufacturer/Supplier is bound to extend the warranty/guarantee period for the equipment equivalent to the number of days for which the equipment remains idle due to the break down. However, ILS will claim no extension of warranty/guarantee for the equipment lying due to break down for a total number of 24 days per year in the warranty/guarantee period. Both Manufacturer/Supplier and their authorized Indian service agent in this regard may furnish undertaking with the order acknowledgement/ security deposit in order to confirm the order. If you failed to submit the undertaking in original within the due date, then the order placed with you automatically stand as cancelled. No conditional Penalty clause will be entertained.

Shipment advice and shipping documents for imported instrument/equipment/article:

Shipment Advice: The shipment details and a set of copy of all shipping documents may please be sent to us as well as to our following custom clearing agent sufficiently ahead in order to avoid delay in custom clearance and any damage to the Consignment. Please ensure that all shipping documents mentioned below in original reaches to us prior to the arrival of the consignment at Kol Airport/Seaport in order to clear the consignment from the Customs Authority without paying any demurrage charges. The demurrage and other related charges, if any, due to negligence on your part will be borne by you.

Shipping Documents: At least 4 copies with original of all shipping documents including bill/invoice, airway bill(s)/ bill of lading, delivery chalan/packing list, weight list (both gross & net), value less than Rs.25.00 lakhs (approx. FOB value) and by the Society General De Surveillance S.A. Geneva or their local Accredited representatives for approx. FOB value ₹ 25.00 lakhs or more, certifying that "the goods conform to the specifications and quality in order No. (Mentioning this Purchase Order No. & Date) of Institute of Life Sciences, Bhubaneswar" etc. should be sent along with the consignment. Only direct documents through Airlines or Steamer are accepted. **Only direct documents through Airlines/Shipping line are accepted.** For any third party transshipment documents/console agent documents the delivery order/other related charges are to be borne by you/ your following Indian agent. The destination charges applied on issuance of the Consignment Arrival Notice by the freight agents may be settled by the Indian Agents of the respective Shippers/ Suppliers. However, ILS will bear only the normal charges (Shipping charges/NOC/Delivery order/ ground rent) which is approx. ₹ 3500/-. Any charges exceeding Rs. 3500/- will be borne by you or your above office/agent. Transport documents must not be prior to the order and short form/blank back transport documents are not acceptable. All the above documents should be properly signed and stamped by the authorized signatory of the firm. Insurance policy for this consignment must cover Institute Cargo Clauses (Air), Institute War Clauses (Air cargo) and Institute Strike Clauses (Air cargo) covering in the case of dispatch by AIR and Institute Cargo Clauses (Air), Institute War Clauses (cargo) covering in the case of carriage by Sea. Also insurance policy may be done for 100% of invoice value plus 10% in the currency of this order with claims payable in India. No consignment will be accepted without proper documents as mentioned above.

Agency Commission: Nil

Partial shipment: Not permitted.

Trans-shipment: Not permitted/ permitted on request with a condition to bear all expenses for this.

Liquidated damages/ Penalty: The date of delivery mentioned in any ILS order should be strictly adhered to otherwise, the Director, ILS reserves the right not to accept the delivery in part or full and to claim the liquidated damages/ Penalty at 1% per week or part thereof subject to a maximum of 10% of the total value of the supply order which may be deducted from the final bill.

Bank Charges: This Institute will not bear any bank charges outside India.

Other Charges: This Institute will not pay any other charges. Any other charges included by you but not payable as per the supply order will be deducted from your bill without any prior intimation.

Order Acceptance: You are requested to submit your acceptance of this Purchase Order within 30 days from the date of issue, failing which it shall be presumed that you are not interested to supply the ordered item(s). Failure to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids.

In the event of any dispute or difference(s) between the vendee ILS Bhubaneswar and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director, ILS who may decide the matter himself or may appoint an arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties. The place of arbitration and the language to be used in arbitration proceedings shall be decided by the arbitrator. **The court situated at Bhubaneswar shall have jurisdiction to decide any dispute or litigation, if arises in future, beyond the above-mentioned rules and regulations. The resultant contract will be interpreted under Indian Laws.**

Please send an order acknowledgement immediately by accepting this order through Fax at the No. 191-674-2300728 as well as by Courier along with the Security Deposit.

Thanking you,

Yours faithfully,

Varan
Stores & Purchase officer
E-mail/Speed post

Copy to:

M/s. Suravi Instrumentation Pvt. Ltd., 86 B, Monoharpukur Road, Kolkata- 700 029. Fax: 033-2463-4989, e-mail: sipl@suravical.com
Custom Agent: M/s G.C. Sen Agency, 15/1 Strand Road, Kolkata - 700 001: Tel.: +91 33-22107370, Tel./Fax: +91 33-24640122, e-mail: gcsenagency1@gmail.com
information & necessary action towards customs clearance upon arrival of the above consignment.

The Finance & Accounts Section, ILS, Bhubaneswar (approved & sanctioned by the Director on 11.01.2016 at 10-11/N of file no. IV-225-S&P/2015-16 based on the recommendation of SPC-II dated 05.01.2016). Payment Head: From the Scientific Equipment Head of the Project entitled as "Global Profiling..... Leukemia, no. BT/MED/30/SP11239/2015". Approximately ₹ 5 lakh may be booked for payment of this order including customs duty, customs clearance, freight from Kolkata to Bhubaneswar, entry tax etc.

Office P.O. File
Dr. S. Chakraborty, ILS, Bhubaneswar with reference to his indent dated 14.08.2015 for the above equipment.

Mr. P.K. Das, Mr. S. Das & Mr. G. C. Parida of ILS, Bhubaneswar for taking necessary immediate action towards arrangement of installation on arrival of the above ordered Instrument(s).

DPB
(Prepared)

(P)
(Verified)

(P)
(PO entry)



जीव विज्ञान संस्थान

INSTITUTE OF LIFE SCIENCES

(An Autonomous Institute of the Department of Biotechnology, Govt. of India)

No.IV-225-S&P/2015-16/81 /ILS

To

M/s. Thermo Electron LED GmbH,

Robert-Bosch-Strasse-1, D-63505,

Langenselbold, Germany.

Fax: 0049-6184-90-6785

Email: reinhard.knorr@thermofisher.com

E-Mail / Fax

Date: 12.01.2016

Sub.: Purchase of "Thermo Heraeus make "Cell Culture CO2 Incubator, Model: HERAccl 150i- 2 Pcs., High Speed Table Top Refrigerated Centrifuge, Model: Biofuge Stratos- 1pc. and Table Top Refrigerated Centrifuge, Model: Megafuge 16R - 4 pcs. with related accessories"

Ref.: (i) Our Sealed Open Global Tender Call Notice No.: IV-225-S&P/2015-16/2141/SOGT/SE/ILS dated 05.10.2015 & Corrigendum No.: IV- 225-S&P/2015- 16/2307/ SOGT/ SE/ ILS da 19.10.2015: item no. 03, 04 & 09

(ii) Price Bid/Proforma Invoice/ Quotation Nos. CAL/JNM/ILS/10/2015/265(B)(Price), CAL/JNM/ILS/10/2015/265(C)(Price), CAL/JNM/ILS/10/2015/265(D)(Price) dated 28.10.2015 & revised offer No. CAL/JNM/ILS/10/2015/265(B+C+D)(Price)(R) dated 05.01.2016 of your Indian Agent M/s. Suravi Instrumentation Pvt. Ltd., 86 B, Monoharpukur Road, Kolkata- 700 029.

Sir,

As directed, this is to place an order with you towards supply of the following Scientific Equipments & its accessories to this Institute as mentioned in the ab cited quotation (copy duly countersigned by us is enclosed) at a total cost of **USD 65,508.00**, CIF Kolkata by Air with Insurance up to ILS, Bhubaneswar subject to following terms & conditions:

ITEM DETAILS:

Sl.	Item(s) brief description	Part/cat. No.	Qty.	Total price in USD
A. Thermo Heraeus Brand "Cell Culture CO2 Incubator, Model: HERAccl 150i"				
1	CO ₂ Incubator, Model: HERAccl 150i, Vol. 150 liters (5.3 cu ft.), Temp. Ambient +3°C to +55°C, CO ₂ Range: 0 to 20%, CO ₂ Accuracy: ±0.1%, 230V, AC, Single Phase, 50 HZ.	51026280	2	12,480.00
B. Thermo Heraeus Brand "High Speed Table Top Refrigerated Centrifuge, Model: Biofuge Stratos"				
1	High Speed Table Top Refrigerated Centrifuge, Model: Biofuge Stratos. Min/Max speed 300/23,300rpm, Max [™] RCF: 50,377xg, Max [™] capacity: 6x94ml (F/A) & 4x180 ml (S/O) rotors, Microprocessor controlled, temp range: -19°C to +40°C, 230V, AC, 50 HZ with following Accessories:	75005282	1	5,910.00
2	24 x 1.5 ml Fixed Angle Rotor, Max. Speed: 23,300 rpm & Max. RCF: 50,377 x g	75003331	1	637.00
3	Adapter 0.2 ml PCR Tube for 24 x 1.5 ml Fixed Angle Rotor, set of 24	76003250	1 set	35.00
4	2 x 2 Standard Micro plate Rotor, Max. Speed: 3,000 rpm & Max. RCF: 1,370 x g	75003048	1	1,240.00
5	6 x 94 ml Fixed Angle Rotor, Max. Speed: 15,000 rpm & Max. RCF: 25,410 x g	75003334	1	1,205.00
6	Adapter 1 x 50 ml Round Bottom Tube for 6 x 94 ml Fixed Angle Rotor	75003014	6	318.00
7	Adapter 1 x 16 ml Round Bottom Tube for 6 x 94 ml Fixed Angle Rotor	76002906	6	300.00
8	8 x 50 ml Fixed Angle Rotor, Max. Speed: 15,000 rpm & Max. RCF: 26,920 x g	75003335	1	1,240.00
9	Adapter 1 x 16 ml Round Bottom Tube for 8 x 50 ml Fixed Angle Rotor	76002904	8	408.00
C. Thermo Heraeus Brand "Table Top Refrigerated Centrifuge, Model: Megafuge 16R"				
1	Table Top Refrigerated Centrifuge, Model: Megafuge 16R Max speed 300-15,200rpm with F/A Rotor & 5,500rpm with Swing Out Rotor, Max [™] RCF: 25,830xg with Fixed Angle Rotor & 5,580xg with Swing Out Rotor, Digital Display of Speed, Time, Temperature & RCF Max [™] capacity: 6x100ml (F/A) & 4x400 ml (S/O) rotors, Microprocessor controlled, temp range: -10°C to +40°C, 230V, AC, 50 HZ with following Accessories:	75004270	4	12,854.00
2	TX-400, 4 x 400 ml Swinging Bucket Rotor, Max. Speed: 5,000 rpm & Max. RCF 4,696 x g	75003181	4	2,680.00
3	Round Bucket, Set of 4 for 4 x 400 ml Swinging Bucket Rotor	75003655	4 sets	1,960.00
4	Lid for Round Bucket, Set of 4 for 4 x 400 ml Swinging Bucket Rotor	75003656	4 sets	752.00
5	Adapter 4x 50 ml Conical tube for 4 x 400 ml Swinging Bucket Rotor, set of 4	75003683	4 sets	856.00
6	Adapter 9 x 15 ml Conical tube for 4 x 400 ml Swinging Bucket Rotor, set of 4	75003682	4 sets	856.00
7	FibreLite F-15, 6x100 ml Fixed Angle Rotor, Max. Speed 13,000 rpm & Max. RCF 18,516 xg	75003698	4	7,048.00
8	Adapter 1x50 ml Conical tube for 6 x 100 ml Fixed Angle Rotor	75003103	24	1,200.00
9	Adapter 1x15 ml conical tube for 6 x 100 ml Fixed angle rotor	75003095	24	1,224.00
10	M-20 Micro Plate Rotor includes 2 buckets and 2 adapters for 2 x 3 Standard 96 well plate and 2 x 1 deep well plate Max. Speed: 4000 rpm & Max. RCF 2272xg	75003624	4	2,356.00
11	Sealed carrier includes trays & lids (set of 2) for M-20	75003625	4 sets	1,880.00
12	Micro liter 30x2 ml Aluminum Fixed Angle Rotor, Max. Speed: 15200 rpm & Max. RCF 25,830xg	75003652	4	2,705.00
13	Adaptor 0.2 ml. PCR tube for Micro liter 30x2 sealed Aluminum fixed angle rotor, set of 24	76003750	1 set	128.00
14	Adaptor 0.5 ml. Micro tube for Micro liter 30x2 sealed Aluminum fixed angle rotor, set of 24	76003758	4 set	128.00
Add: Packing, Forwarding, Inland freight charges up to the nearest German Airport and Airfreight up to Kolkata with Insurance up to ILS, Bhubaneswar:				60,400.00
Less: Special package discount for Packing, Forwarding up to the nearest German Airport and Airfreight up to Kolkata on Sl. No. A & B:				5,608.00
Final :Total CIP Kolkata by Air with Insurance up to ILS, Bhubaneswar Value :				(-) 500.00
				USD 65,508.00

(For detail specifications of the above Instrument, please refer to the Proforma Invoice / Quotation mentioned above)

Local Supply by your above Indian Agent at free of cost for item at A:

Sl.	Item(s)	Qty.
1	CO ₂ Pressure Regulator : Double stage stainless steel diaphragm brass body with 2 nos. gauges at the time of Installation for CO ₂ Incubator, i.e for item at A	2

Terms & Conditions:

Prices: USD 65,508.00, CIF KOLKATA by Air with Insurance up to ILS, Bhubaneswar. The Institute will bear the concessional Customs Duty, Custom Clearance charges and other Govt. levies as per actual.

Payment: Payment will be made through A/C Payee Foreign Demand Draft immediately (within 30 working days) after supply and successful installation of the above item(s)/ immediately (within working days) after receipt of the item(s) at ILS/ Sight Draft basis after receipt of the item(s)/ Irrevocable Letter of Credit for 100% Invoice value by our banker (with all Bank charges outside India your account) M/s. Indian Overseas Bank, Unit-III, New Station Square, Bhubaneswar-751 001 (Ph.: +91-674-2334543, 2534249, Fax: 2534234) whichever is acceptable to you. Invoice for amounts excess of amounts mentioned in this order value is not accepted. Bill/ Invoice along with all other required supporting documents as mentioned below (in shipping documents heading) may please sent to the Finance & Accounts Section of this Institute for payment.

Delivery: Maximum within 30th March, 2016. If supply is not completed within the stipulated period and no extension at the period of supply is applied for and granted, this Institute reserves the right to purchase from any other sources without sending any intimation of cancellation of the order placed with you. This contract for supply cannot be sublet without the permission of the Director of Institute of Life Sciences. The article (instrument/equipment) supplied should strictly confirm to the specification, grades etc. quoted by the firm or to the samples supplied by the firm and accepted by ILS. If any of the article supplied by you are found to be bad or unsound, un-merchantable, inferior in quality or not in accordance with the description or otherwise faulty for unfit for use or unwholesome, the price or prices, of such article already been made to you, shall be refundable. If the payment has not been made, you will not be entitled for any payment whatsoever for such article. If you failed to execute the order(s) within the time period, indicated in the tender/order for supplies or as mutually agreed to, the order will be cancelled and the security deposit forfeited by the Institute of Life Sciences, Bhubaneswar. You will also be liable for all damages sustained by the Institute for non supply of instrument/equipment/article including the liability to pay any difference between the prices accepted by you and those ultimately paid by the Institute for the articles. I Director, Institute of Life Sciences, Nalco Square, Bhubaneswar-751 023 will assess such damages and his decision in the matter will be final.

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Nalco Square, Bhubaneswar - 751 023, Odisha, India

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Fax : +91-674-2300728, Website : www.ils.res.in

नालको चौक, भुवनेश्वर-751023, ओडीशा, भारत

ईपीएक्स : +९१-६७४-२३००१३७, २३०१४६०, २३०१४७६, २३०१२१९

फैक्स : +९१-६७४-२३००७२८, वेबसाइट : www.ils.res.in

Packing: The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be so arranged that the Goods shall be able to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. In case the packing is such that it is not conducive to supply at the destinations indicated, the Supplier shall be responsible for unpacking/repacking of the goods and its ultimate delivery at the destinations indicated.

Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:

i) Item ii) Contract/ Order No. iii) Country of Origin of Goods iv) Supplier's Name and v) Packing list reference number.

Governing Language: The contract/ order shall be written in English language. All correspondence and other documents pertaining to the Contract/ Order, which are exchanged by the parties, shall be written in the same language.

Patent Rights: The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

Guaranty/ Warranty: The above equipment(s) should be supplied with at least 2(two) years standard comprehensive Guarantee/ Warranty (Fibrolite F-15, 6x100 ml Fixed Angle Rotor is highly Corrosion & Resistance, light weight and guaranteed for 15 years of operation as per warranty clause) calculated from the date of successful installation and demonstration at ILS or as per the warranty card whichever is provided by the manufacturer covering service, all spares and other related costs including shipping/ transportation charges up to ILS, Bhubaneswar, all taxes, customs clearance & customs duty and all related charges otherwise in the Contract. The guaranty/ warranty should be comprehensive on site, repair/replacement. Guarantee certificate should be submitted along with dispatch documents.

Free Annual Maintenance Contract/Service (AMC/AMS): NIL.

Service manual & Guarantee/warranty card: The supplier should provide the service manual & Guarantee/warranty card along with the scientific equipment, which should be handed over to the Instrumentation Engineer of ILS at the time of installation of the scientific equipment. Payment can only be made after receipt of the service manual & guarantee/warranty card by the Junior Instrumentation Engineer of ILS. In case of payment in advance/sight draft/letter of credit the service manual & guarantee/warranty card should be handed over by you/ your above India Office/ Agent to the Junior Instrumentation Engineer of ILS at the time of installation of the scientific equipment; otherwise the security deposit submitted by the supplier will not be refunded. The manuals, drawings and guarantee/warranty card shall be in English Language.

Installation, Demonstration and Training: Free of cost at ILS by your Indian Office/ Agent.

Security Deposit/ Performance Security: Security Deposit of Rs.2,37,829.00/- (i.e., approximately @ 10% of total CIP/CIF value minus EMD of Rs.2,01,075/- submitted by your above Indian agent earlier) shall be submitted either by you or your above Indian Office/ Agent in shape of crossed Demand Draft of any commercial bank in favor of "Institute of Life Sciences, Bhubaneswar" payable at Bhubaneswar with a period of 15 days from the date of issue of this letter failing which the order placed with you will be treated as cancelled. The same can also be deposited in the form of fixed deposit receipt from a commercial bank or the bank guarantee (in ILS format supplied to the vendors with the tender paper) of a commercial bank in an acceptable manner. However, the bank guarantee should be valid till satisfactory supply of all item(s) as per quality, quantity, and specification and moreover after 60 days, beyond the date of completion of all contractual obligation of the supplier including warranty/guarantee and extended warranty/guarantee free AMC obligation which will be calculated from the date of successful installation of the instrument/equipment/article. The security deposit will be refunded as per rules specified in the tender.

Country of Origin: Germany Port of Shipment: Any Airport in Germany

PENALTY CLAUSE:

On breakdown of the Equipment, the maximum time to attend the complaint is 5 working days from the date of lodging of the complaint. Otherwise penalty charges of ₹ 500/- (up to item value ₹ 10.00 lakhs) plus additional ₹ 25/- per lakh per day will be charged to the authorized service agent of the Manufacturer/ Supplier. Any rectification during the warranty/guarantee period should be done within 21 days from the date of report of the Service Engineer of the Manufacturer/Supplier for repair of the equipment in case of requirement of spare parts. Otherwise, the above penalty charges will again be imposed from the 21st day from the date of first report of the Service Engineer till rectification of the Equipment. The Manufacturer/Supplier is bound to extend the warranty/guarantee of the equipment equivalent to the number of days for which the equipment remains idle due to the break down. However, ILS will claim no extension of warranty/guarantee for the equipment lying idle due to break down for a total number of 24 days per year in order. If you failed to submit the undertaking in original within the due date, then the order placed with you will automatically stand as cancelled. No conditional Penalty clause will be entertained.

Shipment advice and shipping documents for imported instrument/equipment/article:

Shipment Advice: The shipment details and a set of copy of all shipping documents may please be sent to us as well as to our following custom clearing agent sufficiently ahead in order to avoid delay in customs clearance and any damage to the Consignment. Please ensure that all shipping documents mentioned below in original reaches to us prior to the arrival of the consignment at Kolkata Airport/Seaport in order to clear the consignment from the Customs Authority without paying any demurrage charges. The demurrage and other related charges, if any, due to negligence on your part will be borne by you.

Shipping Documents: At least 4 copies with original of all shipping documents including bill/invoice, airway bill(s)/ bill of lading, delivery chalan/packing list, weight list (both gross & net) Country of Origin certificate (to be issued by a Chamber of Commerce), insurance documents, pre-shipment inspection certificate [to be issued by the Manufacturer or Beneficiary for item(s) value less than Rs.25.00 lakhs and quality in order No. (Mentioning this Purchase Order No. & Date) of Institute of Life Sciences, Bhubaneswar] etc. should be sent along with the consignment. Only direct documents through Airlines or Steamers are accepted. Only direct documents through Airlines/Shipping line are accepted. For any third party transport documents/console agent documents the delivery order/other related charges are to be borne by you/ your following Indian agent. The destination charges applied on issuance of the Cargo Arrival Notice by the freight agents may be settled by the Indian Agents of the respective Shippers. Suppliers. However, ILS will bear only the normal charges (Shipping line charges/NOC/Delivery order/ ground rent) which is approx. ₹ 3500/-. Any charges exceeding Rs. 3500/- will be borne by you. The authorized signatory of the firm. Insurance policy for this consignment must cover Institute Cargo Clauses (Air), Institute War Clauses (Air cargo) and Institute Strike Clauses (Air cargo) covering in the case of dispatch by AIR and Institute Cargo Clauses (Air), Institute War Clauses (cargo) covering in the case of carriage by Sea. Also insurance policy may be done for 100% of invoice value plus 10% in the currency of the order with claims payable in India. No consignment will be accepted without proper documents as mentioned above.

Agency Commission: Nil

Partial shipment: Not permitted.

Trans-shipment: Not permitted/ permitted on request with a condition to bear all expenses for this.

Liquidated damages/ Penalty: The date of delivery mentioned in any ILS order should be strictly adhered to otherwise, the Director, ILS reserves the right not to accept the delivery in part or full and to claim a

Bank Charges: This Institute will not bear any bank charges outside India.

Other Charges: This Institute will not pay any other charges. Any other charges included by you but not payable as per the supply order will be deducted from your bill without any prior intimation.

Order Acceptance: You are requested to submit your acceptance of this Purchase Order within 30 days from the date of issue, failing which it shall be presumed that you are not interested to supply the order item(s). Failure to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids.

In the event of any dispute or difference(s) between the vendee ILS Bhubaneswar and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director, ILS who may decide the matter himself or may appoint arbitrator(s) under the Arbitration and Conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator. The court situated at Bhubaneswar shall have jurisdiction to decide any dispute or litigation, if arises in future, beyond the above-mentioned rules and regulations. The resultant contract will be interpreted under Indian Laws.

Please send an order acknowledgement immediately by accepting this order through Fax at the No.+91-674-2300728 as well as by Courier along with the Security Deposit.

Thanking you,

Yours faithfully,

Stores & Purchase officer
E-mail/Speed post

Copy to:

- M/s. Suravi Instrumentation Pvt. Ltd., 86 B, Monoharpukur Road, Kolkata- 700 029. Fax: 033-2463-4989, e-mail: sipl@suravical.com
- Custom Agent: M/s G.C. Sen Agency, 15/1 Strand Road, Kolkata - 700 001. Tel.: +91 33-22107370, Tel./Fax: +91 33-24640122, e-mail: gcsenagency1@gmail.com, for information & necessary action to
- customs clearance upon arrival of the above consignment.
- The Finance & Accounts Section, ILS, Bhubaneswar (approved & sanctioned by the Director on 11.01.2016 at 10-11/N of file no. IV-225-S&P/2015-16 based on the recommendation of SPC-II dated 05.01.2016). Payment Head: USD 26,144.00 for items at A & B is from the Scientific Equipment Head of the Project entitled as "Global Profiling..... Leukemia, no. BT/MED/30/SP11239/2015" and rest 39,364.00 is from the Scientific Equipment Head of DBT Core-grant 2015-16. Approximately ₹ 47.85 lakh may be booked for payment of this order including customs duty, customs clearance, freight
- Kolkata to Bhubaneswar, entry tax etc.
- Office P.O. File.
- Dr. S Chakraborty (for items at A & B), Dr. S.V.Indran (2 pcs. of item at C with related accy.) & Dr. S.Chauhan (2 pcs. of item at C with related accy.), ILS, Bhubaneswar with reference to their indents dated 14.08.2015, 01.10.2015 & 01.10.2015 respectively for the above equipment.
- Mr. P.K. Das, Mr. S. Das & Mr. G. C. Parida of ILS, Bhubaneswar for taking necessary immediate action towards arrangement of installation on arrival of the above ordered Instrument(s).

(Prepared)

(Verified)

(PO entry)