

## Tender Administrative form

<b>Name of section/cell/field unit</b>	<b>Stores &amp; Purchase Department, Institute of Life Sciences, Nalco Square, Bhubaneswar-751 023, Odisha</b>																		
<b>Post Bid details of the tender</b>																			
Title of the Tender	Supply, Installation & Satisfactory Demonstration of the following Scientific Equipment/ item(s).																		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Sl.No.</th> <th style="width: 85%;">Name of the Item</th> <th style="width: 10%;">Quantity</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Inverted Microscope</td> <td style="text-align: center;">03</td> </tr> <tr> <td style="text-align: center;">2</td> <td>CO<sub>2</sub> Incubator</td> <td style="text-align: center;">02</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Bench top Centrifuge</td> <td style="text-align: center;">01</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Temperature Controlled UV-VIS Spectrophotometer</td> <td style="text-align: center;">01</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Real time PCR</td> <td style="text-align: center;">01</td> </tr> </tbody> </table>	Sl.No.	Name of the Item	Quantity	1	Inverted Microscope	03	2	CO <sub>2</sub> Incubator	02	3	Bench top Centrifuge	01	4	Temperature Controlled UV-VIS Spectrophotometer	01	5	Real time PCR	01
	Sl.No.	Name of the Item	Quantity																
	1	Inverted Microscope	03																
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	3	Bench top Centrifuge	01																
4	Temperature Controlled UV-VIS Spectrophotometer	01																	
5	Real time PCR	01																	
NIT/NIQ No. & date	IV- 263 -S&P/2017-18/2147 /SLT/SE/ILS dated 25.09.2017 & Corrigendum no. IV- 263 -S&P/2017-18/2236 /SLT/SE/Cgdm/ILS dated 11.10.2017																		
Tender type (Buy/Sell/Auction/Service/Work)	Buy																		
Type of Bidding	Dual Bid																		
Location	Meeting hall of this institute																		
Last date & time of submission of tender	25.10.2017 up to 16.00 hrs.																		
Date & time of Opening of NIT/NIQ	Technical: 25.10.2017 at 16.30 hrs. in the Meeting Hall of the Institute  Financial: (only of the successful technical bids): 08.11.2017 at 11.30 hrs. in the Meeting Hall of the Institute.																		
Mode of tender enquiry	Sealed Limited Tender																		
Date of Publication of NIT	25.09.2017																		
Total no. of Firms participated	See attached statement																		
Total no. of firms qualified	See attached statement																		
Total Value quoted	See attached statement																		
Whether contract awarded to the lowest tenderer/ Evaluated L1	Yes ( See attached purchase proceedings)																		
Name & Address of L1 bidder	See attached statement																		
Purchase Order No. / Date	See attached statement																		
Validity of the order/ Last date of supply	See attached statement																		
Total value of the Order	See attached statement																		

Sl.No of tender	Name of the Item	Qty.	No. of firm's quoted	No. of firm's qualified	L1 bidder's address	P.O details & total value	Validity of PO/ last date of supply
1	Inverted Microscope	03	6	1	M/s. DHR Holding India Pvt. Ltd., Bangalore-79 For M/s Leica Mikrosysteme Vertrieb GmbH, Germany	Tender cancelled due to single price bid	
2	CO <sub>2</sub> Incubator	02	6	2	M/s Eppendorf India Limited, 1C & 2C, Kaberi Abasan, 9 Selimpur Road, Kolkata - 700 031 for M/s. Eppendorf AG, Germany.	No.IV-263-S&P/2017-18/ 2594 /ILS Date: 23.11.2017. Grand Total EURO 9,172.00, CIF/CIP Kolkata by Air with Insurance up to ILS, Bhubaneswar	10.012018
3	Bench top Centrifuge	01	4	1	M/s. Suravi Instrumentation Pvt. Ltd., 86 B, Monoharpukur Road, Kolkata- 700 029 for Thermo Electron LED GmbH , Germany	Tender cancelled due to single price bid	
4	Temperature Controlled UV-VIS Spectrophotometer	01	1	1	M/s Anatek Services Pvt. Ltd., Kolkata-39 for JASCO International Co. Ltd., Japan	Tender cancelled due to single price bid	
5	Real time PCR	01	2	2	M/s Cole-Parmer India Pvt. Ltd., 403, A-Wing Delphi, Hiranandani Business Park, Mumbai 400076 for Cole Parmer Ltd., UK	No.IV-263-S&P/2017-18/ 2647 /ILS dated 29.11.2017. Grand Total USD 13,250.00, FTWZ Mumbai including Packing, Handling, Forwarding, Freight & Insurance up to ILS, Bhubaneswar	20 <sup>th</sup> February, 2018

**Members Present:**

1. Dr. N.Acharya
2. Dr. G.H.Syed
3. Dr. S.Chauhan- Convener
4. Mr. R.Behera (FAO)
5. Mr. B.P. Samal (SPO)

The Committee thoroughly went through the documents like Tender notice, Tenders received, Indents, Technical Verification-cum-Comp Statements, Price Bids of all technically qualified bidders etc. and resolves the following with respect to the individual equipment.

**01. CO<sub>2</sub> Incubator - Qty: 02**

Item Sl. No. of the Tender - 02 Tender received from 6 firms Tech. qualified/ Price bid opened - 3 firms

The above system along with all accessories quoted in the main unit offered by the following lowest bidder may be purchased subject to the following terms & conditions.

Principal/ Manufacturer: M/s Eppendorf AG, Germany, Price Bid/Quotation No.: 4609706 dated 20.10.2017

Total Price: **EURO 9,172.00**, CIF/CIP Kolkata, Name of Bidder/ Vender: M/s Eppendorf India Limited, Kolkata

Make/ Model/ Cat. No.: Model: Eppendorf Galaxy CO170S with high temperature disinfection, Part no. CO17111001

Payment: Sight draft basis **Warranty: 3**(three) years from installation **Installation: Free of cost** **Validity: Up to 30.11.2017**

**Port of Shipment: Hamburg, Germany** **Country of origin: Germany** **Delivery: 4-6 weeks** **Penalty Clause: Agreed**

**02. Real time PCR - Qty: 01**

Item Sl. No. of the Tender - 05 Tender received from 2 firms Tech. qualified/ Price bid opened - 2 firms

The above system along with all accessories quoted in the main unit offered by the following lowest bidder may be purchased subject to the following terms & conditions.

Principal/ Manufacturer: M/s Cole-Parmer Ltd., UK Price Bid/Quotation No. CP/ILS/208/17-18 dated 18.10.2017

Total Price: **USD 13,250.00** FTWZ Mumbai including freight, forwarding & insurance upto ILS, Bhubaneswar. However, Customs duty & clearance charges will be borne by ILS.

Name of Bidder/ Vender: M/s Cole-Parmer India Pvt. Ltd., Mumbai.

Make/ Model/ Cat. No.: Model: Cole-Parmer make, PCR max Eco48 RT qPCR system, Cat no. 9947-00 including accessories.

As the firm has not submitted the full clause undertaking, order may be placed subject to submit the same as per the tender format.

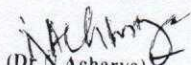
Payment: After Installation **Warranty: 12** months from installation **Installation: Free of cost** **Validity: 60** days from 25.10.2017


**Country of origin: UK** **Port of Shipment: May be UK as wrongly mentioned as Mumbai** **Delivery: 90** days **Penalty Clause: Agreed**

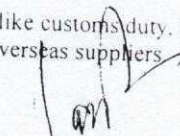
Due to single technical qualified bid, non-submission of the price bid in the prescribed format of ILS & moreover non-acceptance of the Penalty clause of ILS against item No. 1&4 of the tender notice (Inverted Microscope & Temperature Controlled UV-VIS Spectrophotometer) the committee recommends to go for re-tender with modified technical specifications, if needed

Due to single technical qualified bid, the tender for item no. 3 (Bench top Centrifuge) may also be retendered as suggested above

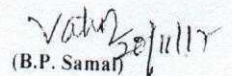
The committee also recommended to pay the Govt. levies like customs duty, taxes, customs clearance charges, DO fees, freight from Kolkata to Bhubaneswar etc. for the items to be purchased from the overseas suppliers

  
(Dr. N. Acharya)


  
(G.H. Syed)

  
(S. Chauhan)

  
(R. Behera)

  
(B.P. Samal)

**APPROVED**

  
DIRECTOR  
(An Autonomous Institute of the  
Dept. of Biotechnology, Govt. of India)  
INSTITUTE OF LIFE SCIENCES  
Bhubaneswar-751 023, INDIA



# जीव विज्ञान संस्थान

## INSTITUTE OF LIFE SCIENCES

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

No.IV-263-S&P/2017-18/2594/ILS  
To

M/s. Eppendorf AG,  
Barkhausenweg I  
22331, Hamburg, Germany.

E-mail: [info@eppendorf.com](mailto:info@eppendorf.com)

(Fax: +40-53801-556, +40-53801-862)

**Air Mail Registered/ e-mail**  
Date: 23.11.2017

**Sub.:** Purchase of CO<sub>2</sub> Incubator; Eppendorf Galaxy CO170S with high temperature disinfection, Part no. CO17111001- 2 nos. with accessories.  
**Ref.:** i) Our Sealed Limited Tender Call Notice No.: IV-263 -S&P/2017-18/2147/SLT/SE/ILS dated 25.09.2017 & Corrigendum No. IV-263 -S&P/2017-18/2236 /SLT/SE/Cgdm/ILS dated 11.10.2017  
ii) Quote/ Price bid no. 4609706 dated 20.10.2017 of your Indian office/ agent M/s Eppendorf India Limited, 1C & 2C, Kaberi Abasan, 9 Selimpur Road, Kolkata - 700 031

Sir,

As directed, this is to place an order with you towards supply of the following accessories of the Scientific Equipment to this Institute as mentioned in the above quotation/price bid (copy duly countersigned by us is enclosed) at a total cost of **EURO 9,172.00**, CIF/CIP Kolkata, by Air with Insurance up to ILS, Bhubaneswar subject to following terms & conditions:

### ITEM DETAILS:

Sl.	Items	Part/ Code No	Quantity	Total Price (in EURO)
1.	Eppendorf Galaxy 170S CO <sub>2</sub> Incubator with high temperature disinfection, 170 liter, 6.0 cu. Ft. capacity	CO17111001	2	8,772.00
1a	Lower Stacking Stand with for Castors 170R/S	6710 070.219	1	Included
1b	Mid/Upper Stacking frame for 170R/S	6710 070.200	1	Included
				Net Ex-Works Value: 8,772.00
				Add; Pacing & Forwarding charges: 100.00
				Net F.O.B Hamburg Germany Price: 8,872.00
				Add: Air freight up to Kolkata & Insurance charges up to ILS, Bhubaneswar : 300.00*
				Net CIP Kolkata ( Insurance up to ILS, Bhubaneswar) Value: <b>EURO 9,172.00</b>

(For detail specifications of the above Instrument, please refer to the quotation mentioned above)

\* Air freight up to Kolkata & Insurance charges up to ILS, Bhubaneswar will be paid as per actual or maximum Euro 300.00.

### Terms & Conditions:

**Prices:** Euro 9,172.00, CIP KOLKATA through Airfreight with Insurance up to ILS, Bhubaneswar. The Institute will bear the concessional Customs Duty, Custom Clearance charges and other Govt. levies as per actual. DO fees as mentioned in the shipping document column in the reverse side of this order exceeding Rs. 5000/- will be borne by you failing which the order placed stand as cancelled.

**Payment:** Payment will be made through A/C Payee Foreign Demand Draft/ Wire Transfer immediately (within 30 working days) after supply and successful installation of the above item(s) immediately (within 30 working days) after receipt of the item(s) at ILS/ Sight Draft basis after receipt of the 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) 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 (in shipping document 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 10<sup>th</sup> January, 2018. 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 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) 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/ 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 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.

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

Nalco Square, Bhubaneswar - 751 023, Odisha, India

ନାଲକୋ ଚୌକ ଧନମେନ୍ଦ୍ର-୧୦୧, ୭୫୧୦୨୩, ଓଡ଼ିଶା ସାହାରା

Fax : +91-674-2300728, Website : [www.ils.res.in](http://www.ils.res.in)

फैक्स : +९१-६७४-२३००७२८, वेबसाईट : [www.ils.res.in](http://www.ils.res.in)

#2 #

**Installation, Demonstration and Training:** Free of cost at ILS by your Indian Office/ Agent.  
**Security Deposit/ Performance Security:** Security Deposit of Rs.55,055/- [i.e., approximately @ 10% of total CIF value plus 7.15% as customs duty, clearance etc. minus Rs.25/- deposited by your Indian agent as EMD ] is to be submitted either by you or your above Indian Office/ Agent in shape of crossed Demand Draft of any commercial bank in favour 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) 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 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.

**Country of Origin:** Germany **Port of Shipment:** Hamburg, 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 per 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 for 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. In case of requirement of spare parts. Otherwise, the above penalty charges will again be imposed from the 21<sup>st</sup> 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 breakdown. However, ILS will claim no extension of warranty/guarantee for the equipment lying idle due to breakdown 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 not submitted along with the tender. If you failed to submit the undertaking in original within the due date, then the order placed with you will automatically stand 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 customs house 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 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 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 and net), Country of Origin certificate, insurance documents etc. & pre-shipment inspection certificate to be issued by the Manufacturer or Beneficiary for item(s) value less than Rs.25 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 goods conform to the specifications and quality in order No. (Mentioning this Purchase Order No. & Date) of Institute of Life Sciences, Bhubaneswar" should be sent along with 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. ₹ 5,000/-. Any charges exceeding Rs. 5,000/- 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 (Air cargo) and Institute Strike Clauses (Air 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 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,

*Vishu*  
23/11/2017  
Stores & Purchase Officer  
E-mail/Speed post  
info@eppendorf.co.in, ashok.s@eppendorf.co.in  
gcsenagency1@gmail.com for information &

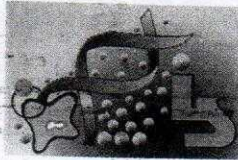
**Copy to:**

1. M/s Eppendorf India Limited, 1C & 2C, Kaberi Abasan, 9 Selimpur Road, Kolkata - 700 031. Fax: 033-2429 2214, E-mail: info@eppendorf.co.in
2. Custom House 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 21.11.2017 at 08/N of file no. IV-263-S&P/2017-18 based on the recommendation of PFM&C committee dated 21.11.2017). **Payment Head:** From the Scientific Equipment head of DBT Core grant 2017-18. Approximately ₹ 7.65 lakh may be booked for payment of this order including customs clearance and freight from Kolkata to Bhubaneswar etc.
4. Office P.O. File.
5. Dr. G.H.Syed & Dr. P.Prasad, ILS with reference to their joint indent dated 08.09.2017 for the above equipment.
6. Mr. S.Das, JIE for information about timely installation of the above item(s).
7. Mr. A.Routray & Mr. G. C. Parida of Stores department of ILS, Bhubaneswar for information & necessary action

*[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-263-S&P/2017-18/ 2647 /ILS

Air Mail Registered/ e-mail

Date: 29.11.2017

To  
M/s Cole-Parmer India Pvt. Ltd.,  
403, A-Wing Delphi  
Hiranandani Business Park, Mumbai 400076, India Fax: 91-22-61394422 Email: [info@coleparmer.in](mailto:info@coleparmer.in) [kalyanasis.pathak@coleparmer.in](mailto:kalyanasis.pathak@coleparmer.in)

**Sub.:** Purchase of Cole-Parmer Ltd., UK make, Real Time PCR, PCRmax Eco48 RT qPCR system, Cat no. 93947-00 including accessories - 1 no.

**Ref.:** i) Our Sealed Limited Tender Call Notice No.: IV- 263 -S&P/2017-18/2147 /SLT/SE/ILS dated 25.09.2017 & Corrigendum No. IV- 263 -S&P/2017-18/2236 /SLT/SE/Cgdm/ILS dated 11.10.2017

ii) Your quote/ Price bid no. CP/ILS/208/17-18 dated 18.10.2017 and e-mail clarification dated 27.11.2017 & 28.11.2017

Sir,

As directed, this is to place an order with you towards supply of the following accessories of the Scientific Equipment to this Institute as mentioned in the above cited quotation/price bid (copy duly countersigned by us is enclosed) at a total cost of USD 13,250.00, FTWZ Mumbai including Packing, Handling, Forwarding, Freight & Insurance up to ILS, Bhubaneswar, subject to the following terms & conditions:

#### ITEM DETAILS:

Sl.	Items	Part/Code No	Quantity	Total Price (in USD)
1.	Real Time PCR ; PCRmax Eco48 Real-Time qPCR system; 100 to 240V, 50/60Hz + accessories : Eco Spin Centrifuge , qPCR48-well Plates & qPCR plate seals ; Make: Cole-Parmer Model: ECO 48	93947-00+Accessories 99965-52x 2 qty, 93947-99x 2 qty, 99957-13	1 package	13,250.00
Net FTWZ (Free Trade and Warehousing Zones) Mumbai Value:				USD 13,250.00*

(For detail specifications of the above Instrument, please refer to the quotation mentioned above)

\*The above prices includes Packing, Handling, Forwarding, Freight & Insurance up to ILS, Bhubaneswar

The following documents are enclosed herewith for Custom purposes as required by you.

1) Xerox copy of our custom duty exemption Certificate [Regd. No. TU/V/RG-CDE (388)/2017 dated August 29, 2017].

2) The required certificate duly signed by our Director towards availing custom duty exemption.

3) End User certificate.

4) Authorization in your favor for clearance of the consignment on our behalf.

#### Terms & Conditions:

**Prices:** USD 13,250.00, FTWZ Mumbai including Packing, Handling, Forwarding, Freight & Insurance up to ILS, Bhubaneswar. The Institute will bear the concessional Customs Duty as per actual, if applicable (as the item is RTPCR customs duty may not be applicable) & Custom Clearance charges as per actual subject to maximum of Rs.7,000/- as per your mail dated 28.11.2017. Safe delivery at ILS, Bhubaneswar and customs clearance at Mumbai is in your scope.

**Payment:** Payment will be made through A/C Payee Foreign Demand Draft/ Wire Transfer immediately (within 30 working days) after supply and successful installation of the above item(s) by our banker 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. 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 20<sup>th</sup> February, 2018. 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 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 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 rights arising from use of the Goods or any part thereof in India.

**Guaranty/ Warranty:** The equipment(s) should be supplied with at least 1(one) year standard comprehensive Guaranty/ 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 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 site, repair/replacement. Guaranty certificate should be submitted along with dispatch documents.

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

**Service manual & Guaranty/warranty card:** The supplier should provide the service manual & Guaranty/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 & guaranty/warranty card by the Junior Instrumentation Engineer of ILS. In case of payment in advance/sight draft/letter of credit the service manual & guaranty/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 guaranty/warranty card shall be in English Language.

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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](http://www.ils.res.in)

नालको चौक, भुवनेश्वर-751023, ओडीशा, भारत

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

फैक्स : +91-674-2300728, वेबसाइट : [www.ils.res.in](http://www.ils.res.in)

#2 #

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

**Security Deposit/ Performance Security:** Security Deposit of Rs. 73,995/- [i.e., approximately @ 10% of total FOR value including customs duty, if applicable minus Rs. 18,000/- deposited by you as EMD. If customs duty is not applicable then appx. EMD of Rs. 29,299.00 is to be submitted instead of Rs. 73,995.00] 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) 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.

**Country of Origin:** UK **Port of Shipment:** FTWZ Mumbai

**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 21<sup>st</sup> 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 not submitted along with the tender. 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 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 the destination 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. Custom Clearance will be done by you or your authorized agent. It is your responsibility to deliver the consignment safely at ILS, Bhubaneswar. **All required custom clearance documents will be provided to you as & when required.**

**Shipping Documents:** At least 3 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, insurance documents etc. & 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" 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. 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/permited 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 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]*  
29/11/2017  
Stores & Purchase officer  
E-mail

- Copy to:**
- M/s Cole-Parmer Ltd., Beacon Road, stone, Staffordshire, ST 15 OSA, UK. E-mail: [info@coleparmer.in](mailto:info@coleparmer.in)
  - The Finance & Accounts Section, ILS, Bhubaneswar (approved & sanctioned by the Director on 21.11.2017 & 28.11.2017 at 08/N of file no. IV-263-S&P/2017-18 based on the recommendation of PFM&C committee dated 21.11.2017). **Payment Head:** Rs. 8,67,000.00 from the Scientific Equipment head of the SERB Project no. EMR/2016/003780 dated 25.03.2017 of Dr. R.Swain and rests from the Core grant 2017-18. Approximately ₹ 9.20 lakh may be booked for payment of this order including customs clearance and freight from Kolkata to Bhubaneswar etc.
  - Office P.O. File.
  - Dr. R.Swain, ILS with reference to his indent dated 26.07.2017 for the above equipment.
  - Mr. S.Das, JIE for information about timely installation of the above item(s).
  - Mr. A.Routray & Mr. C. Parida of Stores department of ILS, Bhubaneswar for information & necessary action

*[Signature]*  
(Prepared)

*[Signature]*  
(Verified)

*[Signature]*  
(PO entry)