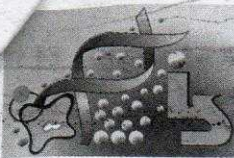


Tender Administrative form

Name of section/cell/field unit	Stores & Purchase Department, Institute of Life Sciences, Nalco Square, Bhubaneswar-751 023, Odisha				
Post Bid details of the tender					
Title of the Tender	Supply, Installation & Satisfactory Demonstration of the following Scientific Equipment/ item				
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 80%;">Name of the Item</th> <th style="width: 20%;">Quantity</th> </tr> </thead> <tbody> <tr> <td>Ultrasonic Processor / Ultrasonic Probe Sonicator</td> <td style="text-align: center;">01</td> </tr> </tbody> </table>	Name of the Item	Quantity	Ultrasonic Processor / Ultrasonic Probe Sonicator	01
Name of the Item	Quantity				
Ultrasonic Processor / Ultrasonic Probe Sonicator	01				
NIT/NIQ No. & date	IV- 263 -S&P/2017-18/747 /SLT/SE/ILS dated 23.03.2018				
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	16.04.2018 up to 16.00 hrs.				
Date & time of Opening of NIT/NIQ	Technical: 16.04.2018 at 16.30 hrs. in the Meeting Hall of the Institute Financial: (only of the successful technical bids): 23.04.2018 at 11.30 hrs in the Meeting Hall of the Institute				
Mode of tender enquiry	Sealed Limited Tender				
Date of Publication of NIT	23.03.2018				
Total no. of Firms participated	9				
Total no. of firms qualified	3				
Total Value quoted	USD 6,113.00 CIP Kolkata				
Whether contract awarded to the lowest tenderer/ Evaluated L1	Yes (See attached purchase proceedings)				
Name & Address of L1 bidder	M/s Inkar Instruments Pvt. Ltd., 1-2-45/1, Street No.2, Kakateeya Nagar Colony, Habsiguda, Hyderabad – 500 007				
Purchase Order No. / Date	✓ No.IV-263-S&P/2017-18/ 1113/ILS dated 16.05.2018 placed with M/s SONICS & MATERIALS,INC., USA				
Validity of the order/ Last date of supply	25 th July, 2018				
Total value of the Order	USD 6,113.00, CIP KOLKATA by Air with Insurance up to ILS, Bhubaneswar				

12-18



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/ 1113 /ILS

E-Mail / Fax

Date: 16.05.2018

To

M/s SONICS & MATERIALS, INC.
53 CHURCH HILL ROAD
NEW TOWN, CT 06470-1614, USA

FAX: 203-270-4610 E-mail: info@sonics.com

Sub.: Purchase of "Ultra Sonics Processor/ Ultrasonic Probe Sonicator, Model VCX-750 - 1 pc. with related accessories"

Ref.: (i) Our Sealed Limited Tender Call Notice No.: IV- 263 -S&P/2017-18/747 /SLT/SE/ILS dated 23.03.2018

(ii) Proforma Invoice/ Quotation No. INK/Sonics.07020/SS/VSKP/18-19 dated 11.04.2018 of your Indian Agent M/s Inkarp Instruments Pvt. Ltd., 1-2-45/1, Street No.2, Kakateeya Nagar Colony, Habsiguda, Hyderabad - 500 007

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 6,113.00, CIP Kolkata by Air with Insurance up to ILS, Bhubaneswar subject to the following terms & conditions:

ITEM DETAILS:

Sl.	Item(s) brief description	Part/cat. No.	Qty.	Total price in USD
1	Ultrasonic Processor, 750Watt, 250 microliters to 1 liter, Make: Sonics USA, Model: VCX 750 with following accessories	VCX-750	1	5,663.00
2	Sound Abating Enclosure	630-0427	1	
3	Tapered Microtip- 1-10 mL (1/8" (3mm))	630-0418	1	
4	VCX Temperature Probe	830-00060	1	
5	Laboratory Jack	830-00113	1	
Total Ex-works Value:				5,663.00
Add: Packing, Handling, Forwarding etc.:				150.00
Net FOB/FCA charges:				5,813.00
Add: Airfreight up to Kolkata with Insurance up to ILS, Bhubaneswar:				300.00*
*Total CIP Kolkata by Air with Insurance up to ILS, Bhubaneswar Value:				USD 6,113.00

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

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

Terms & Conditions:

Prices: USD 6,113.00, 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. DO fees as mentioned in the shipping document column in the reverse side of this order exceeding Rs. 5000/- will be borne by you as agreed failing which the order placed will be 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) 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) and your bank details for wire transfer may please be sent to the Finance & Accounts Section of this Institute for payment.

Delivery: Maximum within 25th July, 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 above equipment(s) should be supplied with at least 1(one) 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 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)

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

Security Deposit/ Performance Security: Security Deposit of Rs.34,888,00/- [i.e. approximately @ 10% of total CIP/CIF Kolkata value plus Customs duty, Clearance to Bhubaneswar as per tender minus EMD of Rs.10,000/- submitted by your above Indian agent earlier] is to be submitted either by you or your above Indian Office/ Agent 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 order 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. Security deposit will be refunded as per rules specified in the tender.

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 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 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 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 the consignment at Kolkata Airport/Seaport in order to clear the consignment from the Customs Authority without paying any penalty charges for non-filing of the Bill of Entry within 24 hrs of the arrival of the consignment at the destination airport and also the demurrage charges. The penalty/ demurrage and other related charges, if any, due to negligence on your part will be borne by you.

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 (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 line 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 (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 0.5% per week or part thereof subject to a maximum of 5% 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/Speed post

Copy to:

- M/s Inkar Instruments Pvt. Ltd., 1-2-45/1, Street No.2, Kakateeya Nagar Colony, Habsiguda, Hyderabad - 500 007, Fax:040- 27154686, E-mail: sales@inkarp.co.in, rajesh@inkarp.co.in ; saleshyd@inkarp.co.in
- 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, Cell: 09830333034, 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 14.05.2018 at 18/N of file no IV-263-S&P/2017-18 based on the recommendation of PFM&C committee dated 14.05.2018). **Payment Head:** From the Equipment head of Dr. D.Vasudevan's DBT Project grant no. BT/PR23375/AAQ/3/849/2017: Structural.....Nucleotide Synthesis. Approximately ₹ 4.54 lakh may be booked for payment of this order including customs clearance and freight from Kolkata to Bhubaneswar etc.
- Office P.O. File.
- Dr. D Vasudevan, ILS with reference to his Indent dated 09.01.2018 for purchase of the above item(s).
- Mr. A.Routray & Mr. G. C. Parida of Stores Department of ILS, Bhubaneswar for information & necessary action
- Mr. S. Das, ILS, Bhubaneswar for taking necessary immediate action towards arrangement of installation on arrival of the above ordered Instrument(s).

[Signature]

[Signature]

[Signature]

Proceedings of the Purchase, Financial Management & Compliances Committee Meeting held on 14.05.2018 at 15:30 hrs. in the Meeting Hall of the Institute for purchase of Scientific Equipment vide Sealed Limited Tender Call Notice No.: IV- 263 -S&P/2017-18/747 /SLT/SE/ILS dated 23.03.2018.

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-Comparative Statements, Price Bids of all technically qualified bidders etc. and resolves the following with respect to the individual equipment.

01. Ultrasonic Processor / Ultrasonic Probe Sonicator: - Qty: 01

No. of firms participated/ total tenders received - 9 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.

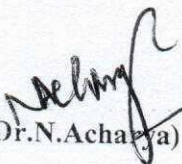
Principal/ Manufacturer: M/s Sonics & Materials, USA, Price Bid/Quotation No.: INK/Sonics.07020/SS/VSKP/18-19 dated 11.04.2018

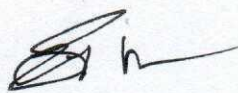
Total Price: **USD 6,113.00**, CIF/CIP Kolkata, Name of Bidder/ Vender: M/s Inkarp Instruments Pvt. Ltd., Hyderabad Make/ Model/ Cat. No.: Sonics USA VCX-750, Part no. VcX-750 with spares


Payment: After installation **Warranty:** 1(one) year from installation **Installation:** Free of cost **Validity:** Up to 60 days

Port of Shipment: New York **Country of origin:** USA **Delivery:** 8-10 weeks **Penalty Clause:** Agreed

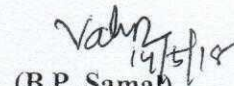
The committee also recommended to pay the Govt. levies and other charges like customs duty, taxes, customs clearance charges, DO fees, freight from Kolkata to Bhubaneswar etc.


(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