CSIR Institute Of Genomics And Integrative Biology

Near Jubilee Hall, Mall Road, Delhi-110 007

GST : 07AATC2716R4ZE

Email : , Contact :

PURCHASE ORDER

PO No : IGIB/2024-25/STE/CON/143

Date : 28-02-2025

Quotation No: QTN/1210/2024-25_Consumable

Quotation Date: 06-02-2025

To :RAR Life Sciences
D-235, D Block Sector 105 Noida, Gautam Buddha Nagar
Vendor GST : 09AAXFR8294C1ZE
Email :info@rarlifesciences.com
Contact :

Tender ID GEM/CPPP/Manual : 2025_CSIR_224792_1

Tender date :27-01-2025

Other Ref/Clarifications :

Dear Sir/Madam

Please arrange to supply the items or provide the services noted below, before the delivery scheduled strictly on the terms and conditions stated below. Kindly acknowledge the Purchase Order. The Tender Document also forms part of this Purchase Order/contract unless and otherwise superseded by this Purchase Order.

Sl.No.	Description Of Item Details	Unit	Quantity	Rate	Discount	Basic Cost	IGST	Amount
1	Sample loop 1 mL (Cat No-18111401) Make: Cytiva	Nos	1	13387.00	0.00	13387.00	2409.66	15796.66
2	HiLoad 16/600 Superdex 200 pg (Cat No-28989335) Make: Cytiva	Nos	1	409036.00	0.00	409036.00	73626.48	482662.47
				Total	**0.00**	**422423.00**	**76036.14**	**498459.13**

Total Order Value : 498459.13
Delivery On or Before : 28-04-2025

Delivery Location : IGIB South Campus, Mathura Road, New Delhi

MSE/NonMSE,Women,SC/ST :MSE
Other charges / Description : 0 /
Price Basis : Free Delivery

3/3/2025

General Terms And Condition

Sl.No.	Terms AND Conditions
1	**General Conditions of Contract (GCC) -** GCC as per Tender Document shall be part and parcel of this Purchase Order.
2	**Order Acknowledgement -** Within seven (07) days from the date of the Purchase order, the Order must be acknowledged by the Vendor / Foreign Principal failing which it will be deemed that the vendor is not interested in the Purchase Order and the bid security will be forfeited without any further recourse.
3	**Correspondence -** Please quote our Purchase Order Number in all correspondence.
4	**Modification of contract -** No variation or modification of the terms of the contract shall be made except by written amendment.

5	**Installation and Commissioning -** The installation of the equipment/machinery/asset shall be done by the OEM certified engineers at consignee's location and a report must be signed by installation engineer and the consignee. The date of installation shall be the date for initiation of warranty period.
6	**Invoicing -** Invoices should contain firm's GST number and our Lab's/Instt's GST number correctly. Invoices without correct GST number will not be accepted for payment. Invoice should also contain P.O. Number, Bank Details (including Account No.,Branch Name & Code, IFSC Code, Beneficiary Name etc.). Invoice must be submitted in triplicate.
7	**Payment Terms I -** 100% payment after delivery, installation and acceptance of the Stores. The payment shall be done through RTGS only. No cheque or cash payment shall be done.
8	**Documents Required for Payment -** The following documents are required by us at the time of payment (a) Four copies of the supplier's Invoice giving full details of the goods including quantity, size, weight, value etc; (b) Detailed Packing list; if applicable (c) Manufacturer's guarantee/Warranty certificate if applicable (d) User manual if applicable. (e) Inspection-cum-acceptance certificate. if applicable (f) Performance Security Deposit if applicable g) Copy of the service report evidencing installation, testing, commissioning and training of the order item showing the start and end date of warranty if applicable.
9	**GST TDS -** Applicable and will be recovered from the Invoice as per rule.
10	**Liquidated Damages (LD) -** Timely supply is the essence of our contract. Our requirements have got direct bearing with time targeted research work. By any measure, if there is any delay in delivery of the ordered material(s). A sum equivalent to 0.5% (Half) percent of contract value for each week of delay or part thereof until actual delivery will be deducted from the contract value as liquidated damages, subject to the maximum deduction of 10% (ten) percent. Lab/Instts. is at liberty to consider the termination of the contract subsequent to the attainment of maximum deduction.
11	**Termination for Cause -** The Purchase Order can be terminated without any notice in case the performance of the firms is found consistently unsatisfactory or due to the serious lapse on the part of the firm like very delayed supply, consistent lack of quality materials being supplied etc.
12	**Termination for Default -** The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to Clause on Extension of Time; or (b) If the Supplier fails to perform any other obligation(s) under the Contract. (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices in competing for or in executing the Contract. In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action: (a) The Performance Security is to be forfeited; (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract. (c) However, the supplier shall continue to perform the contract to the extent not terminated.
13	**Termination for Insolvency -** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
14	**Termination for Convenience -** The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: (a) To have any portion completed and delivered at the Contract terms and prices; and / or (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

15	**Force Majeure -** a) Notwithstanding the provisions of Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.
16	**Dispute & Applicable Law -** This contract is subject to the Indian law and especially laws like Sale of Goods Act, Indian Contracts Act etc. as amended from time to time.
17	**Arbitration clause -** The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. a) If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified below. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national and national arbitration. b) In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The dispute shall be referred to the Delhi International Arbitration Centre, Delhi high court premises, New Delhi and if they are unable or unwilling to act, to the sole arbitration of some other person appointed by them willing to act as arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this contract / subsequent orders based on contract. c) Venue of Arbitration shall be New Delhi only.
18	**Jurisdiction -** All disputes are subject to the courts within Delhi jurisdiction only.
19	**Merger and Acquisition -** Any merger and acquisition of the foreign principal / Indian company by other companies / Vendors must be intimated to IGIB immediately.
20	**Risk Purchase Clause -** If the Supplier fails to deliver the goods within the maximum delivery period specified in the Purchase Order, IGIB may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered and the Supplier be liable to IGIB for any excess costs incurred for such similar Goods or Services.
21	**Part Delivery & Discrepancies -** The Director, IGIB reserves the right to accept the delivery in part or in full. Damaged and unaccepted supply will be returned to the vendor at vendor's risk and cost.

Your faithfully,

5/3/2025

SO / SPO / COSP / Sr.COSP

(For and On behalf of Council of Scientific and Industrial Research)