

AWARD OF CONTRACT

P.O No. IGIB/7-5/120/23-24(460)/583

Dated: 15.09.2023

M/s.DHR Holding india Pvt. Ltd.,
Plot No. 121, Udyog Vihar, Phase-IV
Gurgaon, Haryana-122015,

Ref: RC No. AS/IGIB/2023/02 Dated : 27.08.2023

The following material should be done as per the terms and conditions mentioned on back of this Order.

S. No.	Item Description	Qty	Rate (Rs)	Amount(Rs)
1	<u>Comprehensive Annual Maintenance contract</u> CMC OF Leica SP8 Confocal microscope Model : SP8 Serial No. 8100001077 Period of Contract : For One Year Scope of Work: Includes: All lasers and spare parts: Replacement or repair of defective parts Excludes : Lamps and immersion oil Routine Visits-2 & Emergency Visits- As & when required Period : One year (15 Sep. 23 to 14 Sep. 2024)	1	18,37,500.00	18,37,500.00
	Sub-Total			18,37,500.00
	Add: GST @ 18%			3,30,750.00
	Total Amount R/o			21,68,250.00

Total Rs. 21,68,250.00 (Rupees Twenty One Lac Sixty Eight Thousand Two Hundred Fifty only)

1. **Terms of Delivery:** FOR: CSIR-IGIB Mathura Road, New Delhi
2. **TDS:** TDS shall be deducted on prevailing rates for GST and Income Tax as per the extent rules.
3. **Payment Terms:** On **Half yearly** after completion of the work.

Yours faithfully,



भंडार एवं क्रय अधिकारी

Stores & Purchase Officer

(For & on behalf of Council of Scientific & Industrial Research)

प्रतिलिपि :-

1. भंडार अनुभाग
2. लेखा अनुभाग
3. मांगकर्ता: Dr.T.N Vivek, Sr.Pr Scientist इस आशय के साथ की वे क्रय आदेश की जाँच ले और अगर कोई त्रुटि हो तो तुरंत जानकारी में लाएँ.
4. स्वीकृति: बजट उपशीर्ष STS-0021/Cons. के अंतर्गत Rs. 21,68,250.00 (Rupees Twenty One Lac Sixty Eight Thousand Two Hundred Fifty only) की राशि Dr. T.N Vivek द्वारा स्वीकृत की गयी है
5. कार्यालय प्रति

Terms & Conditions of the Purchase Order

1. **Order Acknowledgement:** The Purchase Order to be called hereinafter as 'Order or Contract' should be acknowledged within 14 days of the date of order, confirming the acceptance of rates and all other conditions of supply. Any variation in specifications or T&C must be intimated at the time of acceptance of order. Non-receipt of order acceptance within the stipulated period may lead to cancellation of the order.
2. **Order Amendment/corrigendum:** Any order amendment/corrigendum made subsequent to this order shall be treated as part of the order.
3. **Mode of Dispatch:** Goods must be dispatched by Road/Rail/Air as specified in the order along with the applicable transportation/freight charges and relevant bill should be submitted with the GR/RR/AWB, wherever applicable.
4. **Intimation of Shipment/Delivery of Material:** Immediately on delivery of goods at CSIR-IGIB Stores Section or dispatch from supplier's premises, the supplier shall notify the purchaser, the complete details of dispatch on Email to purchase@igib.res.in, store@igib.res.in and brijesh.sharma@igib.res.in along with the following documents:
 - (a) Copy of Supplier's Invoice
 - (b) Copy of Packing list;
 - (c) Copy of Insurance certificate, if required under the contract;
 - (d) Copy of Road/Railway/Air receipt/Consignment note/Delivery Challan;
 - (e) Copy of Manufacturer's warranty certificate;Original documents shall be submitted by Registered Post/Speed Post or in person to the Stores Section, failing compliance of the above, the supplier will be responsible for any consequent expenses or delays in payment etc.
5. **Delivery Timings:** The material may be arranged to be delivered **ONLY in Stores Section of CSIR-IGIB at Mall Road or Mathura Road as specified in the Order**, between 9.30 am to 12.00 pm and 2.00 pm to 4.30 pm on all working days. CSIR-IGIB follows a week of 5-working days.
6. **Additional charges** such as packing, forwarding, Insurance and GST etc. will not be paid unless specifically mentioned in the order and supported by payees' Receipts or original vouchers.
7. **Packing:** The items ordered should be properly and securely packed in a manner that would be normally acceptable to insurance companies. The consignment should be packed in such a manner that it would withstand all types of transportation hazards until delivery to the consignee.
8. **Packing of Special Material:** Packing of material should be done keeping in view the nature of the material i.e. hazardous, perishable and requiring low temperature or Dry Ice.
9. **Invoice/Bill:** Supplier's Invoice indicating *inter-alia* description and specification of the goods, quantity, unit price, total value and currency of the Invoice, should be submitted at the earliest to the Stores Section of CSIR-IGIB. The Invoice/Bill duly typed and signed should be prepared in Triplicate and submitted for processing payment. It should also be pre-receipted and **affixed with REVENUE STAMP**.
10. **Nomenclature of Items:** The nomenclature used for the item description in the Invoice/Bill as well as the Delivery Note/Challan and packing list etc. should be identical to that used in the order. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).
11. **The number & date & serial no. of the articles** of the order must be mentioned in the Invoice/Bill & the rate must be in accordance with your original quotation/our Order. Any variation in price & specifications must be intimated before affecting the supply.
12. **GST Number:** Please indicate your GST Number on your Proforma Invoice/Bill. **GST No. of CSIR-IGIB is 07AAATC2716R4ZE.**
13. **Mode of Payment:** Payment of your Invoice/Bill shall, normally, be made within Thirty Days on receipt of article in good working condition through RTGS. Details of your Bank account may be mentioned in your Invoice/Bill.
14. **Concessional Duty/Tax:** This Laboratory/Institute Is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional Customs Duty is leviable on all imports covered under notification No.51/96-Customs dated 23.07.1996 and GST/IGST on procurement of goods under Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017.
15. **Inspection of the Material:** The inspection will be carried out at IGIB, Delhi and all damaged or/and unapproved goods shall be returned at your cost and risk and the incidental expenses incurred thereon shall be recoverable from any of your bills. The installation of equipment/instrument where ever necessary will be done by the supplier on free of cost before releasing the payment.
16. **Return of Damaged/Rejected Goods:** All damaged or unapproved goods shall be returned at your cost & risk and the incidental expenses incurred thereon shall be recoverable from any of your Invoice/Bill.
17. **Liquidated Damages:** Subject to Force Majeure below, if the supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the order value, as penalty, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services or contract value in case the delivered price of the delayed goods or unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider termination of the Contract.
The same penalty rate shall be leviable in case of delay in installation.
18. **FORCE MAJEURE:** 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 beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
19. **Printed conditions**, if any, sent along with the quotation shall not be binding, unless specifically agreed by us.
20. **Dispute Settlement:** All disputes will be subject to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.