



# CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY

(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)  
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## PURCHASE ORDER

M/s Premas Life Sciences Pvt. Ltd E 49/5, 2 <sup>nd</sup> Floor, Okha Industrial Area Phase 2, New Delhi:-110020 Email:-cs@premaslifesciences.com	PO No.	IICB/PUR/599/611/32/729/21-22
	Date	10.01.2022
	Subject	Procurement of Consumables
	Your Ref.	SQPLS/ILM/21-22/0721 dated 05.01.22 & further emails exchanged in regard to the said quotation

Dear Sir,

With reference to above, you are requested to supply the following services on **Terms & Conditions** mentioned overleaf and instructions below.

SI No	Item Description	Quantity	Value (INR)
01	Illumina COVIDSeq (RUO) ASSAY (96 Samples)	02 Pcs.	732565.54
02	MiSeq Reagent Kit v3 (150-cycle)	03 Pcs	289020.00
03	Illumina COVIDSeq v4 Primer Pools, 384 Samples RUO	01 Pc	24072.00
		Sub-total	<b>Rs. 1045657.54</b>
		Add: GST	<b>Rs. 0.00</b>
		Total	<b>Rs. 1045657.54</b>

Payment Terms	100% after successful delivery. Payment will be made within 30 days of receipt and inspection of all the ordered goods against submission of bills, challans and inspection report
Taxes (GST) & Duties	GST is NIL. CDEC will be issued
Delivery of Material	On or before 10.03.2022 at CSIR-IICB, TRUE CAMPUS, CN-06, CN Block, Sector V, Bidhannagar, Kolkata, West Bengal 700091
Others	All relevant terms and conditions of CSIR-IICB tender document no. IICB/PUR/599/611/32/21-22 shall also be applicable in this order. The order value/ contract price shall remain firm during the duration of the contract.

**Terms & Conditions:** This order is subject to the instructions mentioned overleaf.

Yours faithfully,

*[Signature]*  
10/1/2022

Stores & Purchase Officer  
For & On behalf of The Council of Scientific & Industrial Research



### Terms & Conditions

1. **Delivery of service/material:** As mentioned in first page .
2. **Challans:** Proper delivery Challans should accompany the goods which must be got entered at the IICB Main Entrance before producing the goods in Central Stores. Separate Challans and invoices should be prepared against different orders. The Challan should contain the information like Order No. & Date; Item Description & its value. You should also send a copy of our Purchase Order along with the supplies. For services challans are not required.
3. **Payment:** Payment will be made by RTGS only after receipt of items in good condition in our stores and its proper installation and commissioning at the user end (wherever applicable). Part supplies should be avoided at any cost. If due to unavoidable reasons part supply is made, bill will only be processed for payment after completion of the supply/installation/commissioning as the case may be. **Bills for partial supply should not be raised.** Bills can only be raised after completion of the entire supply. The duly signed invoices should be submitted in **Triplicate** with pre-receipted revenue stamp (Revenue Stamp required for all invoices of more than Rs. 5,000.00). Our purchase order number must be quoted on your Invoice. Overwriting/Cuttings should be avoided on invoices. Submitting wrong invoices or invoices without revenue stamps might result in delay of payments.
4. **Taxes:** Payable at the rate indicated in your quotation/Proforma Invoice. Tax Registration number must be mentioned on your invoice. IT deduction and GST-TDS will be applicable.
5. **Installation Prerequisites:** Pre-installation requisites (electrical/floor/space/air-conditioning etc.), if any, should be mentioned clearly. Installation/ Training (if required) will be the full responsibility of the supplier. After supply we will not be responsible for delays in release of payments on account of non-installation of the item for want of any essential installation prerequisite needed from our end. Please coordinate with the user/user department for deciding training/ installation schedule. Operation Manual is to be supplied along with the equipment wherever applicable.
6. **Penalty Clause:** 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 Contract Price, 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 pursuant to Clause on Termination for Default.
7. **Denial clause:** Since delay in delivery is a default by the seller, the buyer should protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the supplier of extension of the delivery period. In the denial clause, any increase in statutory duties and/or upward rise in prices or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, and foreign exchange rate.
8. **Force Majeure Clause**
  - 1) A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.
  - 2) Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.
9. **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 GCC 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 etc as defined in GCC Clause (mentioned under "Tender Notice" of our website [www.iicb.res.in](http://www.iicb.res.in)) and ITB clause on code of integrity 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.

**10. Extension of time:** Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except as provided under the Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to liquidated damages Clause unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

**11. Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be resolved as per Point No. 12 (Settlement of Disputes)

**12. Settlement of Disputes**

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.

If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- (a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996 and Arbitration & Conciliation (Amendment) Act 2015, the rules there under and any statutory modifications or re-enactments thereof shall apply

to the arbitration proceedings. The dispute shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.

(b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

The venue of the arbitration shall be the place from where the purchase order or contract is issued.

Notwithstanding, any reference to arbitration herein,

i. The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

ii. the Purchaser shall pay the Supplier any monies due the Supplier.

13. **Risk Purchase Clause:** If the supplier fails to deliver the goods within the maximum delivery period specified in the contract or Purchase Order, the purchaser may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered and the Supplier shall be liable to the purchaser for any excess costs incurred for such similar goods or services.

14. **Option Clause**

The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

