



वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद  
केन्द्रीय कांच एवं सिरामिक अनुसंधान संस्था

CSIR- CENTRAL GLASS AND CERAMIC RESEARCH INSTITUTE  
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GST No.: 19AAATC2716R1ZC

Purchase Order

To OMEGA INSTRUMENTS (I) PVT LTD 4, RIPPON STREET, KOLKATA, PINCODE :700016, WEST BENGAL, INDIA	P.O. No.	P/NC/67/BK/PSB/24-25
	P.O. Date:	21/03/2025
	Quot Ref. No.	25Q/017/TB
	Quot Ref. Date	15/01/2025

Dear Sir/Madam,

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

Sl. No	Description (Make: TOKIO RIKAKIKAI)	Qty	Unit	"Unit Price In Rupees"	"Total Price In Rupees"
1	Eyela Round Shape Dryer Model DRC-2L With Shelf For Drying Of Petridishes And Test Tubes In Racks HSN:84195090	1	Nos.	474,000.00	474,000.00
GST and taxes on sum 474000					85,320.00
Total	INR Five Lac Fifty-Nine Thousand Three Hundred Twenty-Rupees Only				559,320.00

1	Price basis	The price is F. O. R CSIR-CGRI, KOLKATA
2	Delivery Period [ for Supply and Installation/ Commissioning of the ordered goods ]	The entire obligation of Supply and Installation/Commissioning of the ordered goods shall have to be completed within 16/05/2025.
3	Taxes	GST @18% shall be paid by CSIR-CGRI as indicated in the Purchase Order Tax Registration number must be mentioned on your invoice. Tax deducted at source (TDS): As per Income tax act, 1961, India and/or Goods and services tax (GST) act, 2017 India.
4	Installation and Commissioning	The ordered goods shall be installed and commissioned by Supplier's engineer(s) within the delivery period stipulated in the Purchase Order. At the time of installation and commissioning, necessary training on operation and maintenance of the equipment shall be imparted to Purchaser's Scientists/ Technical Officers.
5	Warranty	The ordered goods shall be covered under on-site comprehensive warranty for a period of 12 months, to be effective from the date of successful installation and commissioning of the goods. If a component is found defective, the same is to be replaced.
6	Payment	100 % Payment shall be released within 30 days from the date of receipt of invoice along with proof of dispatch/receipt of goods at stores, installation report, warrantee certificate etc. subject to receipt and satisfactory verification of the PBG of 3 % Purchase order value.

7	Specifications	Specifications, and other features of the ordered goods shall be strictly conform to those laid down in Vendor's quotation No 25Q/017/TB dated: 15/01/2025
8	Liquidated Damages:	Timely supply is the essence of the purchase order as our requirements are connected with time targeted research work. Non compliance with the delivery schedule will leave the Director CSIR-CGCRI, KOLKATA at liberty not to accept the delivery either in part or in full or cancel the purchase order and, to claim the liquidated damages at the rate of 0.5% per week subject to the maximum of 10% per cent of the total value of the purchase order and such money will be deducted from any money due or which may become due to the supplier in future.
9	Note:	All the other relevant terms and conditions of CSIR CGCRI tender no. P/ NC/67/BK/PSB/24-25 (Published on CPP portal with tender ID2025_csir_223807_1 dated 13/01/2025 ) shall also be applicable to this purchase order.
10	Performance Security	Within 21 days of issue of this Purchase Order, the Supplier shall furnish a Performance Security for 3% of The PO value. The proceeds of the Performance Security shall be payable as compensation for any loss caused to the Purchaser in case of non-fulfillment of contractual obligations (including warranty support) on part of the Supplier. The Performance Security may be furnished in the form of a Demand Draft or a Performance Bank Guarantee (PBG). In case a PBG is submitted, the said PBG is required to be issued by any scheduled commercial bank and to be valid upto 60 days beyond the warranty period. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 90 days following the date of completion of warranty obligations, without levy of interest.

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

Yours faithfully,

(Bodhisattwa Dhar)

Stores & Purchase Officer

For & on Behalf of Council of Scientific & Industrial Research

1. I/O, DR. Biswanath Kundu, Senior Principal Scientist, BCCD
2. Stores
3. Accounts' Section ( Budget Head : P50 )
4. PMD
5. O/C

Terms & Conditions

1. **Delivery:** To be delivered at Central Receipt Cell of CSIR-CGCRI, KOLKATA on DOOR DELIVERY BASIS within the time specified on front side. Delivery to be made any working day between 10AM to 5PM. Printed conditions of supply of the firm, if any, will not be binding on us.
2. **Challans:** Proper delivery Challans should accompany the goods which must be got entered at the CSIR-CGCRI, KOLKATA Main Entrance before producing the goods in Central Receipt Cell. 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.
3. **Payment:** Payment will be made by e-Payment mode, i.e. 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). The RTGS details should be indicated as per the RTGS format enclosed. 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.  
Tax deducted at source (TDS): As per Income tax act, 1961, India and/or Goods and services tax (GST) act, 2017 India.
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. **Liquidated Damages:** Timely supply is the essence of the purchase order as our requirements are connected with time targeted research work. Non compliance with the delivery schedule will leave the Director CSIR-CGCRI, KOLKATA at liberty not to accept the delivery either in part or in full or cancel the purchase order and, to claim the liquidated damages equivalent to 0.5% of the delivered price of the delayed goods/ unperformed services of contract value ( in case the delivery price of the delayed goods / unperformed services cannot be ascertained from the contract ) for each week or part thereof of delay until actual delivery or performance, upto a maximum of 10% deduction of the PO value.
7. **Documents:** A set of following document should reach us along with the consignment.

(a) Invoice(Pre-receipted) /Challans3 Copies	(b) Test/Inspection Certificate (For equipments)2 Copies
(c) Packing List 2 Copies	(d) Copy of our Purchase Order 1 Copy
8. **Guarantee/Warranty:** The ordered goods shall be covered under on-site comprehensive warranty for a period of 12 months, to be effective from the date of successful installation and commissioning of the goods.
9. **Short Shipment:** If any short-shipment etc. is noticed, the same will have to be arranged immediately with all charges to this effect to be born by supplier/dealer.



10 Problems & Disputes: Settlement of Disputes

1. 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.

2. 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.

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

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & 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) "Arbitration Clause" in the domestic agreement will be as under:-  
"ARBITRATION"

1. In the event of any question /dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.

2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and /or directions, as may be required.

3. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause."

(c) 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.

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

5. 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.

11 **Denial clause** :If delay in delivery is due to 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 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.

12 **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.

13 **Performance Security** : Within 21 days of issue of this Purchase Order, the Supplier shall furnish a Performance Security for 3% of The PO value. The proceeds of the Performance Security shall be payable as compensation for any loss caused to the Purchaser in case of non-fulfillment of contractual obligations (including warranty support) on part of the Supplier. The Performance Security may be furnished in the form of a Demand Draft or a Performance Bank Guarantee (PBG). In case a PBG is submitted, the said PBG is required to be issued by any scheduled commercial bank and to be valid upto 60 days beyond the warranty period. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 90 days following the date of completion of warranty obligations, without levy of interest.

  
21/3/2025