

**CSIR-CENTRAL GLASS AND CERAMIC RESEARCH INSTITUTE**

[COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, CSIR]

196, Raja S. C. Mullick Road, Jadavpur, Kolkata – 700032 (W.B.) India

FAX: + 91 33, 2473-0957 EPABX: +91 33 2473 3469 Ext.3478/3453/3479

website: <http://www.cgcri.res.in> E-mail: purchase@cgcri.res.in**PURCHASE ORDER**

M/s Labindia Analytical Instruments Pvt. Ltd. 1-3-37, CP Chamber, 2nd Floor, Street No.5 Habsiguda, Hyderabad, Telengana-500007 Email:Chadrsekhar.V@labindia.com, Vinayak.Shenolikar@labindia.com	P.O. No.	P/NC/98/AA(NARODA)/SA/OTE/23-24(Re)
	Date	20.02.2025
	Subject	Purchase Order
Ref:	1. Our Bid Document No. P/NC/98/AA(NARODA)/SA/OTE/23-24(Re), dt. 29.07.2024 2. Technical & Price Bid No. LAIPL/CGCRI/08/252, dt. 10.09.2024 & 12.02.2025	

Dear Sir,

I am directed to request you to kindly supply, installation and commissioning the following material as per the enclosed terms & conditions.

SI No.	Description of Material	Quantit	Unit Price in INR	Total Price in INR
1	Vibratory Disc Mill Model:VDM1100 (HSN Code: 8474.20.90)	01 No.	12,25,000.00	12,25,000.00
2	100 ml Grinding Bowl of Zirconium	01 No.		
Total Ex-Works Price				12,25,000.00
IGST @18%				2,20,500.00
Total Value of the Goods				Rs. 14,45,500.00

The Specifications of the goods and other services shall strictly conform to those laid down in your offer No. **LAIPL/CGCRI/08/252, dt. 10.09.2024.**

This Contract/Purchase Order shall be governed by the terms & conditions stipulated in CSIR-CGCRI Tender document no. P/NC/98/AA(NARODA)/SA/OTE/23-24, dt. 29.04.2024 (Published on CPP Portal with Tender ID. 2024_CSIR_202997_1). Your attention is also invited to the terms & conditions mentioned overleaf.

The Order Acknowledgement must be submitted immediately and in any case, **within 10 days** from the date of placement of this Purchase Order failing which, the order will be deemed as cancelled, and the Bid Security, if any submitted by you/Indian Branch Office will be forfeited.

You are requested to return the duplicate copy of this Purchase Order, duly signed and stamped, as a token of your acceptance to this order.

Yours faithfully,

[Signature]
Stores & Purchase Officer
For & on behalf of the Council of Scientific & Industrial Research

भण्डार एवं क्रय अधिकारी/Stores & Purchase Officer
सीएसआईआर - केन्द्रीय काँच एवं सिरामिक अनुसंधान संस्थान
CSIR - CENTRAL GLASS & CERAMIC RESEARCH INSTITUTE
196, राजा एस. सी. मुल्लिक रोड / 196, Raja S. C. Mullick Road
कोलकाता / Kolkata-700 032

Explanations

The following words and expressions used in this Tender Document shall have the meanings hereby assigned to them:

Purchaser	Means CSIR-Central Glass & Ceramic Research Institute, 196, Raja S.C. Mullick Road, Kolkata 700 032, India.
Supplier	means M/s Labindia Analytical Instruments Pvt. Ltd. 1-3-37, CP Chamber, 2nd Floor, Street No.5 Habsiguda, Hyderabad, Telengana-500007 Email:chadraseskhar.v@labindia.com, vinayak.shenolikar@labindia.com

Terms and Conditions:-

01. Delivery Term	FOR, CSIR-CGCRI, Naroda Centre, Ahmedabad
02. Transportation / Despatch	The ordered goods shall be shipped on FOR, CSIR-CGCRI, Naroda Centre, Ahmedabad basis.
03. Purchase Order Value / Contract Price	INR 14,45,500.000 [INR Fourteen Lakh Forty Five Thousand and Five Hundred Only]
04. Payment	100% payment by RTGS within 30 days of Installation and Commissioning to the complete satisfaction of the User Division against submission of bills, applicable challans, inspection reports etc. and submission of Performance Security and fulfillment of all contractual obligations. Note: All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.
05. Performance Security	Shall be submitted @5% of the invoice value for a period covering the Warranty Period i.e. 02 years + 60 days after installation.
06. Customs Duty Exemption Certificate (CDEC)	Not Applicable
07. Country of Origin	INDIA
08. Port of Shipment	India (FOR CSIR-CGCRI, Naroda Centre, Ahmedabad basis)
09. Delivery period	The Supplier shall ship the consignment within 60 days from the date of issue of the Purchase Order. Any increase in statutory duties and/or upward rise in prices due to the PVC (Price Variation Clause) clause and/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, PVC and foreign exchange rate.
10. Warranty	Two (02) years on-site comprehensive Warranty from the date of Installation & Commissioning and completion of all contractual obligations to the entire satisfaction of the buyer.
11. Banking Charges	All bank charges shall be to the account of the supplier.
12. Insurance	The Insurance in respect of goods to cover all risks up to final destination shall be borne by the Seller at its own costs on FOR, CSIR-CGCRI, Naroda Centre, Ahmedabad basis.

13.	Installation, Commissioning	To be completed within 30 days from the date of receipt of order items in CSIR-CGCRI, Naroda Centre, Ahmedabad. Supplier will be provided granite sample of desired feed size and powder sample obtained will be verified for d90 using Particle Size Analyzer
15.	Training	Shall be provided for 05 nos. of operators or technical persons/ students regarding basic to advance level of operation and maintenance for a period of 02 day.
16.	Acceptance	Supply of the items as per the Purchase Order. Acceptance certificate will be provided by the user of CSIR-CGCRI.
17.	Liquidated Damages	Subject to the operation of force majeure, time of delivery and acceptance is the essence of this order. The supplier shall arrange to ship the consignment and complete the Installation , Commissioning and Training of the supplied items within 60 days from the date of issue of Purchase Order unless an extension is granted by a mutual agreement. As the sole and exclusive remedy for delay in shipment beyond the agreed upon shipment date, the supplier shall pay to the buyer liquidated damages at 0.5% per week or part of a week towards late delivery. The maximum amount of liquidated damages shall be 10%– for delay in completion of all contractual obligations. The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.
18.	Denial Clause (over and above levy of Liquidated Damage)	Any increase in statutory duties and/or upward rise in prices due to the PVC (Price Variation Clause) clause and/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, PVC and foreign exchange rate.
19.	Pre Dispatch Inspection	Not Applicable Pre Dispatch Inspection at manufacturer's site is to be arranged by the supplier with at least one week of prior intimation. The expenditure of the visit of CGCRI personnel viz. travel, boarding and lodging etc. will be borne by CSIR-CGCRI-NARODA CENTRE, AHMEDABAD. Necessary instruments are to be kept ready by the vendor to carry out measurement of the technical parameters to establish quality of the product. The testing charges for samples (if any) should be borne by the supplier.

Yours faithfully,

Stores & Purchase Officer
For & on behalf of the Council of Scientific & Industrial Research

मण्डार एवं क्रय अधिकारी/Stores & Purchase Officer
सीएसआईआर - केन्द्रीय कौच एवं सिरामिक अनुसंधान संस्थान
CSIR - CENTRAL GLASS & CERAMIC RESEARCH INSTITUTE
196, राजा एस. सी. मुल्लिक रोड / 196, Raja S. C. Mullick Road
कोलकाता / Kolkata- 700 032

Enclosures:

1. Form of No Claim.
2. Acceptance Certificate Form
3. Performance Security Form

FORM OF NO CLAIM CERTIFICATE

(On company letterhead)

To,

Name & Address of CSIR Labs/Instts _____

Attention:

NO CLAIM CERTIFICATE

Sub: Contract Agreement no.dated for the supply of

We have received the sum of Rs.(Rupees
..... only) in full and final settlement of all the payments due to us
for the supply of
under the abovementioned contract agreement, between us. We hereby unconditionally and
without any reservation whatsoever, certify that with this payment, we shall have no claim
whatsoever, of any description, on any account, against afore said contract agreement executed
by us. We further declare unequivocally, that with this payment, we have received all the
amounts payable to us, and have no dispute of any description whatsoever, regarding the
amounts worked out as payable to us and received by us, and that we shall continue to be bound
by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of Supplier or
Officer authorised to sign the contract documents
on behalf of the supplier
(company stamp)

Date:

Place:

ACCEPTANCE CERTIFICATE FORM

No. _____

Dated: _____

M/s. _____

Sub: Certificate of commissioning of equipment

01. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para 2). The same has been installed and commissioned.

- (a) Contract No. _____ Date _____
- (b) Description of the equipment _____
- (c) Name of the consignee _____
- (d) Scheduled date of delivery of the consignment to the Lab./Instts. _____
- (e) Actual date of receipt of consignment by the Lab./Instts. _____
- (f) Scheduled date for completion of installation/commissioning _____
- (g) Training Starting Date _____
- (h) Training Completion Date _____
- (i) Names of People Trained _____
- (j) Actual date of completion of installation/commissioning _____
- (k) Penalty for late delivery (at Lab./Instts. level) ₹ _____
- (l) Penalty for late installation (at Lab./Instts. level) ₹ _____

Details of accessories/items not yet supplied and recoveries to be made on that account:

Sl. No.	Description	Amount to be recovered

02. The acceptance test has been done to our entire satisfaction. The supplier has fulfilled his contractual obligations satisfactorily

or

The supplier has failed to fulfil his contractual obligations with regard to the following:

- (a)
- (b)
- (c)
- (d)

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at Sr. No. 3.

For Supplier

For Purchaser

Signature

Signature.....

Name

Name.....

Designation.....

Designation.....

Name of the firm.....

Name of the Lab/Instt.....

Date

Date.....

20

PERFORMANCE SECURITY FORM
MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

.....
WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract No. datedto supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.