

24th March, 2011

From:

Joint Secretary (Admn.)
Council of Scientific & Industrial Research,
2, Rafi Marg,
New Delhi-110001.

To,

TATA Elxsi Ltd.,
Touch Down, Ground Floor,
Old Airport Road, HAL Industrial Estate,
Vibhutipura, Bangalore-37.
Tele Fax 080-22979790

Contact Person:
Tata Elxsi Chennai
S. Sarvana Kumar
Business Group Manager, SI
Mob. No. 09444055801
Tele Fax 044-24997685
Direct – 044-24987685

Sub: Notification of Award-Rate Contract for Supply, Installation, Acceptance, Testing and Commissioning of 20TB-Fujitsu Eternus SAN Storage.

Ref: i) Your price bid No.nil dt. 4/Feb/2011 & Negotiation held at CSIR Hqrs. on 18.3.2011.

ii) CSIR-SERC Tender No. A3 (50640)/2010 dt. 14.1.2011.

Dear Sir,

In terms of the RC Tender under reference and in continuation to the negotiations held at CSIR Hqrs on Friday 18th March, 2011, I am directed to convey the approval of Director General, C.S.I.R. for award of this Rate Contract for the following item/s to you.

- 1.0 **Items of Foreign Origin** (Tata Elxsi Singapore (PTE) Limited, 79, Robinson Road, #16-01, CPF Building, Singapore-068897) - **20 TB FUJITSU-ETERNUS SAN Storage Box with 24 port 8 Gbps SAN switches, 10 Mts. LC cables, LTO Tape Library and Media Cartridges**
(Detailed schedule of Requirements in Annexure-A)
- 1.1 **Indigenous Items** (Tata Elxsi Ltd., Touch Down, Ground Floor, Old Airport Road, HAL Industrial Estate, Vibhutipura, Bangalore-37. Copy to Tata Elxsi Ltd., Old No.1 New No. 17, Vishweswarapuram, Alwarpet, Chennai-18.) - **RITTAL Make 42U Rack, Comm.Vault backup software, Installation and Commissioning charges, 3 yrs AMC for software F.O.R. CSIR Laboratory Stores.**

1.2 Price

For item 1.0 (Goods of Foreign Origin) - **USD 99,400/-** CIP (named airport, India) ready for customs clearance- Incoterms 2010.

For item 1.1 (Goods of Indian Origin) - **INR 9,06,845/- F.O.R Laboratory** (inclusive of all taxes).

- 1.3 Validity of R.C will be six months from the date of issue of this letter. All orders issued upto last date of RC validity shall be effected as per Terms & Conditions of this RC.
- 1.4 Warranty – Comprehensive on site warranty after Installation & Acceptance at the Laboratories. (including Resident Engineer at site for 3 years).
- 1.5 AMC charges per unit for 4th & 5th year for all items (1.0 & 1.1) - **INR 1,48,019** (4th year) & **INR 1,83,642** (5th year)
- 1.6 The Purchase Order (PO) will be issued by the CSIR Laboratories (listed in Annexure-A enclosed).
- 1.7 All other Terms & Conditions viz. S.C.C & G.C.C of the Tender A3(50640)2010/Pur including Performance Security (@ 10% of this PO value to be submitted to Laboratory on receipt of this PO) shall apply to their RC (Annexure-B – G.C.C. and S.C.C.).
 - (a) S.C.C.-2.1 to 2.27. 1.-SCC including Warranty & Penalty.
 - (b) G.C.C.-2.1 to 2.39
- 1.8 Duties & Taxes – Customs Duty on equipment (foreign origin- 1.1 is extra and payable by the CSIR Labs/Units). Customs clearance to be arranged at the airport of landing by CSIR Labs/Units. Indian origin goods and services are inclusive of Local Taxes and Service tax.
- 1.9 Pre-Installation Requirements (PIC) for the SAN are air conditioned room and stabilized power supply. TATA Elxsi will intimate Laboratory the details (PIC) within 5 days of receipt of order.

Yours truly,

(Thomas T.K.)
Controller Stores & Purchase ,C.S.I.R.
thomas_tk@csir.res.in
011-23715188

Bill of Materials

Sl.No	Part No	Description	Qty
1	FTS:LT60JFH1U	ETERNUS LT60,1xLTO-5HH FC, 24v48 Slot	1
	BASE MACHINE	Tape Library with 24 cartridge slots, integrated Barcode Reader and one LTO-5 Half Height (HH) FC-drive License upgradeable from 24 up to 36, 48 Slots (4 cartridge magazine per 12 cartridge already installed) Upgradeable with up to 3 x HH LTO-5 FC-drive (4 drives maximum) - Memory capacity until to 72 / 144 Tbyte (uncompr./compr.), depending on slot release - Device connection of changer and drive via FC connecting - LTO5 FC-drive capable of reading and writing to LTO-4 and LTO-5 cartridges, LTO-3 capable of reading. Can be installed into a four height units rack, Rack Kit, 1x Cleaning Cartridges, 1x Power Cord (Schuko plug) and 1x Ethernet cable (1,5m) is already included	
2	FTS:LT60JZ225E	ETERNUS LT60 LTO-5HH FC assem. Dr	1
3	FTS:LT60JZ225E	ETERNUS LT60 LTO-5HH FC assem. Dr (Integrated with Base Machine)	1
4	FTS:LT60HZ03E	ETERNUS LT60 Slot license 25 - 36	1
5	FTS:LT60HZ04E	ETERNUS LT60 Slot license 37 - 48	1
6	FTS:LT60HZ06E ³⁾	ETERNUS LT60 power supply assem.(Integrated with Base Machine)	1
7	D:CR-LTO5-FJ-01L	LTO5 data cartridge Fuji with label	1
8	FSP:GN3S00Z00IDS16	3 Years Onsite Warranty	1

Switch Unit

Sl.No	Part No	Description	Qty
1	D:FCSW-DX	FC-Switch 300 8/24 Port WT ZO (for DX)	1
		Fibre Channel switch with 24 ports 8 active ports Web Tools, Zoning upgrade to 16 or 24 ports by activating the port license 1 year on site warranty incl right to use software updates.1 year On-Site Service.	
2	D:FCSW-SW300-AN-E	Adaptive Networking (300) embedded	1
3	D:FCSW-300-UPG-E	16ports on demand(300),ports9-24 embedd.	1
4	D:FCSFP-B-MM8G	SFP Multi Mode Fibre, 8 Gb/s 50m/100m	24
5	V:SVC-MAINT-1Y ³⁾	SVC Maintenance first year (Integrated with Base Machine)	1

LC Cable

Sl.No	Part No	Description	Qty
1	D:FCKAB-OM3-C10L-L	FC-Kabel OM3, MMF, 10m, LC/LC 8Gbit/s	1

Bill of Materials - Per SAN Storage

		FUJITSU ETERNUS DX440 Base Unit (FTS rack mount)	
Sl.No	Part No	Description	Qty
1	FTS:ET44R2GAU	FUJITSU ETERNUS DX440 Base Unit (FTS rack mount)	1
	Controller Module ETERNUS DX440		
2	V:ET-DX440-CM	Controller Module ETERNUS DX440 - 'ETERNUS DX440 CM The model has a single two-core processor per CM. One core is allocated as an assigned CPU (CPU0), while the other core is used to perform encryption and parity creation for RAID 5 and RAID 6. Note: 240Volt Version (Integrated with Base Machine)	1
3	FTS:ETMM44U	DX440 16GB cache mem.set f.2Contr,2x2DIM	2
4	FTS:ETMHF88U	DX4xx Host interf.Cards 2x FC 4-port 8G	1
5	FTS:ETMHL14U	DX4xx Host interf.Cards 2x iSCSI 2-port	1
6	FTS:ETMLESATAU	Setup for EMEA DX4xx	1
7	FTS:ETMLT4U	Thin Provisioning License for DX440	1
8	FJS:D01910E82H	ACM 14.x Local Copy License for Tier2	1
9	FJS:D01913E82H	ACM 14.x Remote Copy License for Tier2	1
10	FJS:B0251SEB0H	ACM Mediapack 14.x for Windows	1
11	FTS:ETMLC4U	Advanced copy License for DX440	1
12	FJS:B0253REB0H	ETERNUS SF SC V14 Media Windows	1
13	FJS:D01916E81H	ETERNUS SF Storage Cruiser 14.x	1
14	FJS:B025C1120H	Windows ETERNUS MultiPathDriver (EMPD)	1
	Drive Enclosure pair (2xDE) ETERNUS DX4xx Rack		

16	V:ET-DX4-R-2DE	Drive Enclosure pair (2xDE) ETERNUS DX4xx Rack (Integrated with Base Machine)	1
17	FTS:ETMFC3MU	DX4xx 300GB/15k disk drive x2 (RAID1)	2
18	FTS:ETMFC6HU	DX4xx 600GB/15k disk drive x1 (single)	26
19	FTS:ETMNT2WU	DX4xx 2TB/7.2k disk drive x8 (RAID6)	1
20	FTS:ETMNT2HU	DX4xx 2TB/7.2k disk drive x1 (single)	2
21	V:ET-DX4-PSE	ETERNUS PSE Module for DX410/DX440 (Integrated with Base Machine)	1
22	Addit. drive enclos. set (2xDE) DX440#1		
23	FTS:ETMDE2BU	'Additional Drive Enclosure pair (2xDE) DX440	1
24	S26361-F2735-L15	Adapter angle PC/DC-Rack, till 150Kg	6
25	S26361-F2262-L31	Socket strip 3phase 3x 8 sockets	2

BACKUP SOFTWARE BOM

Part Number	Description	Quantity
MA-LIN-S	1 Media Agent for a Linux server. Basic disk /tape library connector plus 1 direct drive support included. Includes Tape Shared Storage library option (SLMS).	10
MA-W-S	1 Media Agent for a Windows server. Basic disk /tape library connector plus 1 direct drive support included. Includes Tape Shared Storage library option (SLMS).	10
MM-UDDS-U	UPGRADE of DMS to SSO/iDDS (priced per drive)	2
AFP-ENCR-U	Enable CommCell-level Data Encryption capability on the CommServe. Supports CDR, network and primary copy data encryption. Purchase once per cell.	1
DA-W-WS-1	1 iDataAgent for Windows Server	25
DA-W-SQL-C	1 Application iDA for MS SQL Database Server on Windows. Match to W-FS iDA.	2
SB-CELL-C-20	20 Server Bundle: 1 CS; 1 MA-W (Basic disk /tape library connector plus 1 direct drive support included.); 2TB Adv Dedupe Disk (ADO); choice of 20 FS iDA (W/L/NW); 2 windows-based, backup application iDA of customer's choice (Virtual Server Agent/Host, AD, Exchange, SPP, Notes/W, or Database/W). Limit one per cell	1

RITTAL – 42U Rack & ATEN KVM Switches

SL No	Description	Article No.	Quantity
1	DK-PS Frame, 600W x 2000H x 1200D, Top cover with 4 x cutout of Dia 112, 2 x cutout of Dia 112 for cable entry. Bottom cover with 4 x cutout of Dia 112 for cable entry. All cutouts blanked with Plastic caps. 2 pairs, 42 U 19" L type angle Front & Rear on 6 x punched section. Color: RAL 7035,	9788274	1
2	Side Panel 2000H X 1200D Screw Fixed, unvented (RAL 7035)	9788204	1
3	Perforated double door, 2000H x 600W, RAL 7035	9788327	2
4	SO Plinth 600Wx1000Dx100H mm. - RAL 7022	9789430	1
5	Captive Hardware - Pack of 20	9787244	1
6	Vertical PDU with 15 Nos of 5/15A PDU with Digital ammeter with 32A rating with 3 Mtr Power Chord of 4 Sq.mm with 32A industrial plug.	DK-SPL	2
7	230V.AC,90 cfm fan(pack of 4). Fully Wired	9788332	1
8	Digital Keypad Lock	DK-SPL	1
9	16 Port UBS KVM Switch with KVM over IP Support	KH 1516i	1



Council of Scientific and Industrial Research

Anusandhan Bhawan, 2-Rafi Marg, New Delhi-110001

Ph:- 011-23715188 (Telefax), 23765091

Email: thomas.tk@csir.res.in

Contract number: A3(50640)/2010/Pur

Tata Elxsi Ltd.,
HAL Industrial Estate,
Old Airport Road, Vibhutipura,
Bangalore-37.

Sub: Rate Contract for Supply, Installation, Acceptance, Testing & Commissioning of Fujitsu Eternus DX440 - Storage Area Network – 20 TB Capacity, with software, rack, media, switches-CATEGORY 1

Ref: Tender No. A3 (50640)2010/Pur dated 14.01.2011

Your Price bid dated 4th Feb 2011, negotiation at CSIR Headquarters New Delhi on 18-03-2011

Director General, CSIR - has APPROVED the award of the Rate Contract for purchase of following items for use by CSIR Laboratories and outreach centres.

1.0. Category 1 – 20 TB SAN storage with all accessories

Sl. No.	Component Description	Unit Cost
1.	SAN Storage of 20 TB USABLE CAPACITY	USD 99,400 CIP (Named Indian Airport)
2.	24 port 8 Gbps SAN switches	
3.	10 Mts. LC-LC cables	
4.	Tape library with 2 nos. of LTO5 drive and 40 Media slots	
5.	Media cartridges (LTO5) 1500/3000GB	
6.	Backup Software <i>1 server with 25 clients</i> , Agent for SQL on Windows-4 LAN free backup agents per client for (Linux/Windows)-20	INR 2,36,084 FOR Labs/Units
7.	42 U OEM Rack with suitable size to house the above SAN storage solution with dual power supply, and all required accessories	INR 1,78,481 FOR Labs/Units

8.	Installation and commissioning charges (per unit)	INR 3,72,814
9.	AMC for CommVault during the warranty (per unit)	INR 1,19,466
10.	AMC charges post warranty 4 th year (per unit)	INR 1,48,019
11.	AMC charges post warranty 5 th year (per unit)	INR 1,83,642

1.1. Terms of Delivery: Sl. No. 1 to 5 – USD 99,400 – CIP (named Airport, India) **Incoterms Rules, 2010**. Customs clearance has to be completed by CSIR/Labs.

1.2. Sl. No. 6 & 7 – F.O.R. CSIR Stores at the Locations listed in Annexure B

Special Conditions

- ☐ CSIR- as well as the supplier may withdraw the rate contract by serving suitable notice to each other. The prescribed notice period is generally thirty days.
- ☐ CSIR- has the option to renegotiate the price with the rate contract holders.
- ☐ In case of emergency, CSIR- will purchase the same item through ad hoc contract with a new supplier.
- ☐ CSIR-is entitled to place purchase orders up to the last day of the validity of the rate contract and, though supplies against such purchase orders may be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms & conditions of the rate contract.
- ☐ The purchase order may be placed on any of the RC holders.
- ☐ Fall Clause: - If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and rate contract amended accordingly.
- ☐ This Rate Contract will be valid for a period of 6 months from the date of signing of this Rate Contract i.e. up to 30th Sept 2011.

CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions

1.1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" means the General Conditions of Contract.
- (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (i) "SCC" means the Special Conditions of Contract.
- (j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom, any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) "Tata Elxsi Ltd. (Supplier)" means the private entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(l) The “Council” means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India and the **“Purchaser” means Director, C.S.I.R.----- (LABORATORY), AS PER LIST ATTACHED.(41 Labs: / Units).**

(m) “The final destination,” where applicable, means the place named in the SCC.

1.2. Contract Documents

1.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

1.3. Joint Venture, Consortium or Association

1.3.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

1.4. Scope of Supply

1.4.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

The competent authority is authorized to accept or reject any quote on supply without assigning any reasons thereof.

1.5. Suppliers’ Responsibilities

1.5.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

1.6. Contract price

1.6.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

All supplies of foreign origin are governed by **INCOTERMS Rules 2010** as amended/modified from time to time.

1.7 Copy Right

1.7.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

1.8. Application

1.8.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

1.9. Standards

1.9.1 The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

1.10. Use of Contract Documents and Information

1.10.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

1.10.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

1.10.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

1.11. Patent Indemnity

1.11.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 1.11.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in India; and

(b) the sale in any country of the products produced by the Goods.

1.11.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceeding or claim.

1.12. Performance Security

1.12.1 Within 21 days of receipt of the notification of award/PO, **the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period.** Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

1.12.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

1.12.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

1.12.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

1.12.5 The Performance security shall be in one of the following forms:

(a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents. Or

(b) A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or

(c) A Fixed Deposit Receipt pledged in favour of the Purchaser.

1.12.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than **60 days** following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

1.12.7 In the event of any contract amendment, the supplier shall, within **21 days** of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

1.13. Inspections and Tests

1.13.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC or as discussed and agreed to during the course of finalization of contract.

1.13.2 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Technical Specifications and SCC shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

1.13.3 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

1.13.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

1.13.5 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

1.13.6 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

1.13.7 The Supplier shall provide the Purchaser with a report of the results of any such test and /or inspection.

1.13.8 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/ Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

1.14. Packing

1.14.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

1.14.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

1.15. Delivery and Documents

1.15.1 Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

1.15.2 The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the **Incoterms Rules (2010)** published by the International Chambers of Commerce, Paris.

1.15.3 The mode of transportation shall be as specified in SCC.

1.16. Insurance

1.16.1 Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

1.16.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.

1.16.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser. However, if the delay was caused by Indian Agent on any account after receipt of item at CSIR, the Indian Agent shall be directly responsible for any loss sustained by CSIR.

1.16.4 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

1.17. Transportation

1.17.1 Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.

1.17.2 Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

1.17.3 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified

in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

1.18. Incidental Services

1.18.1 The supplier may be required to provide any or all of the services, if any, specified in SCC.

1.18.2 While unpacking imported items the presence of Indian Agent is desirable.

1.19. Spare Parts

1.19.1 The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

1.20. Warranty

1.20.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

1.20.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

1.20.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

1.20.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

1.20.5 Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

1.20.6 If having been notified, the Supplier fails to remedy the defect within the reasonable period of time, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

1.20.7 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

1.21. Terms of Payment

1.21.1 The method and conditions of payment, for items manufactured abroad and items of Indian origin are to be made to the Supplier under this Contract shall be as specified in the SCC.

1.21.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfillment of other obligations stipulated in the contract. (See SCC)

1.22. Change Orders and Contract Amendments

1.22.1 The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The Services to be provided by the Supplier.
- (e) The delivery schedule.

1.22.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

1.22.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

1.23. Assignment

1.23.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

1.24. Subcontracts

1.24.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

1.25. Extension of time

1.25.1 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.

1.25.2 If at any time during performance of the Contract, the Supplier or its subcontractor(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 penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

1.26. Penalty clause

1.26.1 Subject to GCC Clause on Force Majeure, 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 the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a

maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

1.27. Termination for Default

1.27.1 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 as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

1.27.2 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.

1.28. Force Majeure

1.28.1 Notwithstanding the provisions of GCC 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.

1.28.2 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.

1.28.3 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.

1.28.4 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.

1.29. Termination for Insolvency

1.29.1 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.

1.30. Termination for Convenience

1.30.1 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.

1.30.2 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.

1.31. Settlement of Disputes

1.31.1 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.

1.31.2 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. .

1.31.3 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**, 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 Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(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.

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

1.31.5 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

1.32. Governing Language

1.32.1 The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

1.33. Applicable Law

1.33.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

1.34. Notices

1.34.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the SCC.

1.34.2 A notice shall be effective when delivered or on the notice's effective date, which ever is later.

1.35. Taxes and Duties

1.35.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

1.35.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

1.35.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

1.36. Right to use Defective Goods

1.36.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

1.37. Protection against Damage

1.37.1 The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site as under:

a) Voltage 230 volts – Single phase/ 415 V 3 phase (+_ 10%)

b) Frequency 50 Hz.

1.38. Site preparation and installation

The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of award/contract.

B. Special conditions of contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(l) **The Purchaser is:** Directors of : Labs /Institutes listed in Annexure-B

GCC 1.1 (m) **The Final Destination is :** Labs / Institutes listed in Annexure-B

GCC 1.12.1 **The amount of the Performance Security shall be: 10% (Ten Percent)** of contract value to be submitted to Labs/Institutes concerned by whom the Purchase Order would be placed.

GCC 1.13.1 The Inspection and Tests prior to shipment of Goods and at final acceptance are as follows

After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications. Manufacturer's test certificate with data sheet shall be issued to this effect and submit along with the delivery documents. The purchaser reserves the options to be present at the supplier's premises during such inspection and testing.

The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at Purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.

In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.

Successful conduct and conclusion of the acceptance test for the installed goods and equipments shall also be the responsibility and at the cost of the Supplier.

Before the goods and equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipments built. These shall be in such details as will enable the Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.

Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser.

On successful completion of acceptability test, receipt of deliverables, etc. and after the Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.

GCC 1.14.2

The marking and documentation within and outside the packages shall be:

- a) Each package should have a packing list within it detailing the part No.s, description, quantity etc.
- b) Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top.
- c) Each package should be marked as 1/x, 2/x, 3/x.....x/x, where "x" is the total No. of packages contained in the consignment.
- d) All the sides and top of each package should carry an appropriate indication/label/stickers indicating the precautions to be taken while handling/storage.

GCC 1.15

Delivery: Delivery should be effected within 4 weeks from the date of contract signed by Labs/Institutes concerned.

Details of Shipping and other Documents to be furnished by the Supplier are

(a) For Goods manufactured within India

Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX.

- a) Two copies of Supplier's Invoice indicating, *inter-alia* description and specification of the goods, quantity, unit price, total value;
- b) Packing list;
- c) Certificate of country of origin;
- d) Insurance certificate, if required under the contract;
- e) Railway receipt/Consignment note;
- f) Manufacturer's guarantee certificate and in-house inspection certificate;
- g) Inspection certificate issued by purchaser's inspector, if any and
- h) Any other document(s) as and when required in terms of the contract.

Note:

- 1. The nomenclature used for the item description in the invoices(s), packing list(s) and the Delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).
- 2. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses

(b) For Goods manufactured abroad

Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX.

- (a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;

- (b) Packing list;
- (c) Certificate of country of origin;
- (d) Manufacturer's guarantee and Inspection certificate;
- (e) Inspection certificate issued by the Purchaser's Inspector, if any;
- (f) Insurance Certificate, if required under the contract;
- (g) Name of the Vessel/Carrier;
- (h) Bill of Lading/Airway Bill, as the case may be
- (i) Port of Loading;
- (j) Date of Shipment;
- (k) Port of Discharge & expected date of arrival of goods and
- (l) Any other document(s) as and when required in terms of the contract.

Note:

1. The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).
2. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

- GCC 1.15.3 In case of supplies from within India, the mode of transportation shall be by Road
- In case of supplies from abroad, the mode of transportation shall be by Air.
- GCC 1.16.1 The **Insurance** shall be for an amount equal to **110% of the CIF or CIP value** of the contract from within “warehouse to warehouse (final destination)” on “all risk basis” including strikes, riots and civil commotion.
- GCC 1.18.1 The incidental services to be provided are as in specification.
- GCC 1.20.3 **The period of validity of the Warranty shall be:**
- 3 Years** on site comprehensive warranty including onsite residence support, from the date of completion of installation at the site.
- AMC Charges for 4th and 5th Year are indicated** separately year wise.
- GCC 1.21.1 **The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:**
- (i) Payment for Goods supplied from abroad:**
- Payment of foreign currency portion shall be made in () [*currency of the Contract Price*] in the following manner:
- (a) **On Shipment:** 80 % (Eighty percent) of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 1.16.
- (b) **On Acceptance:** 20 % (Twenty percent) of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and successful installation & commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security.
- The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. Payment of local currency portion shall be made in Indian Rupees

within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value.

(ii) Payment for Goods and Services supplied from India:

Payment for Goods and Services supplied from within India shall be made in Indian Rupees, as follows:

(a) **On shipment** : 80 % (Eighty percent) of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 16.1

(b) **On Acceptance**: The remaining 20 % (Twenty percent) of the Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate issued by the Purchaser subject to submission of performance security, if any.

GCC 1.26.1

The penalty shall be: @ of 0.5 (half percent) of contract value per week subject to maximum of ten weeks per week towards the later delivery and 0.2% (Zero point two percent) of contract value per day subject to maximum of 42 days towards delay in installation and commissioning and thereafter CSIR/SERC holds the option to cancel the contract and forfeit the entire Performance Bank Guarantee of the defaulting Supplier which may include the deposit made against other deliveries.

In the event of any replacement of defective equipments during warranty period. The same should be made within seven days from the date of notice of defect failing which a penalty of Rs.500/- per day shall be levied from the date of notice of defect till the date replacement is made.

If any system is down beyond 72 (Seventy-two) hours, penalty will be charged per hour per system @ 1.0% (One percent) of the equipment value subject to maximum of 5% value of the system for that location.

Cumulative Penalty amount on the half-yearly basis must be deposited by the supplier to CSIR/Lab in the form of Bank Draft/Pay Order within 30(thirty) days of receiving such intimation for recovery from CSIR/Lab.

GCC 1.34.1

The place of jurisdiction is NEW DELHI

For notices, the Purchaser's address is:

Joint Secretary (Admin.)
(Controller of Stores & Purchase)
C.S.I.R., Anusandhan Bhawan,
2 Rafi Ahmed Kidwai Marg,
New Delhi-1,
India.

Tel: 0091 11 23715188

E-mail: [thomas tk@csir.res.in](mailto:thomas_tk@csir.res.in)

ANNEXURE-B

1.	The Director, Advanced Materials & Processes Research Institute, Hoshangabad Road, Near Habibganj Naka, Bhopal 462 064.	9.	The Director, Central Institute of Medicinal & Aromatic Plants, P.O.CIMAP, Near kukrail Picnic Spot, Lucknow 226 015 (UP).
2.	The Director, Central Building Research Institute, Roorkee 247 667. (Uttaranchal)	10.	The Director, Central Institute of Mining and Fuel Research, Barwa Road, Dhanbad 825 015. Jharkhand.
3.	The Director, Centre for Cellular & Molecular Biology, Uppal Road, Hyderabad 500 007 (A.P).	11.	The Director, Central Leather Research Institute, Adyar, Chennai 600 020.
4.	The Director, Central Drug Research Institute, Chattar Manzil Palace, Post Box No.173, Lucknow 226 001(U.P).	12.	The Director, Central Mechanical Engineering Research Institute, Mahathma Gandhi Avenue, Durgapur 713 209(WB).
5.	The Director, Central Electrochemical Research Institute, Karaikudi – 630 006. (Tamil Nadu)	13.	The Director, Central Road Research Institute, Delhi-Mathura Road, P.O.CCRI, New Delhi 110 020
6.	The Director, Central Electronics Engineering Research Institute, Pilani – 333 031 (Rajasthan).	14.	The Director, Central Scientific Instruments Organisation, Sector 30-C, Chandigarh 160 030 (UT).
7.	The Director, Central Food Technological Research Institute, Mysore 570 020 (Karnataka).	15.	The Director, Central Salt & Marine Chemicals Research Institute, Gijubhai Badheka Marg, Bhavnagar 364 002 (Gujarat).
8.	The Director, Central Glass & Ceramic Research Institute, 196, Raja SC Mullick road, Kolkata 700 032 (WB).	16.	The Director, Institute of Genomics and Integrative Biology, University Campus, Mall Road, New Delhi 110 007.
17.	The Director, Institute of Himalayan Bioresource Technology, Post Box No.6, Palampur 176 061 (H.P).	28.	The Director, National Environmental Engineering Research Institute, Nehru Marg, Nagpur 440 020 (Maharashtra).
18.	The Director, Indian Institute of Chemical Biology, 4, Raja S.C. Mullick Road, Jadavpur, Kolkata 700 032(West Bengal).	29.	The Director, North-East Institute of Science and Technology P.O. Jorhat 785 006 (Assam).

ANNEXURE-B

19.	The Director, Indian Institute of Chemical Technology, Uppal Road, Hyderabad 500 607 (A.P).	30.	The Director, National Geophysical Research Institute, Uppal Road, Hyderabad 500 608 (A.P).
20.	The Director, Indian Institute of Integrative Medicine, Canal Road, Jammu 180 001 (J &K).	31.	The Director, National Institute of Interdisciplinary science & Technology, Industrial Estate, P.O, Pappanamcode, Thiruvananthapuram 695 019.
21.	The Director, Indian Institute of Petroleum, P.O.IIP, Mohkampur, Dehradun 248 005 (Uttaranchal).	32.	The Director, National Institute of Oceanography, Dona Paula, Goa 403 004.
22.	The Director, Indian Institute of Toxicology Research, Mahatma Gandhi Marg, Post Box No.80, Lucknow 226 001(UP).	33.	The Director, National Institute of Science Communication and information resources, Dr. K.S. Krishnan Marg, New Delhi 110 012.
23.	The Director, Institute of Minerals & Materials Tech., Bhubaneswar 751 013 (Orissa).	34.	The Director, National Institute of Science Technology and Development Studies, Dr. K.S. Krishnan Marg, Pusha Gate, New Delhi 110 012.
24.	The Director, Institute of Microbial Technology, Sector 39-A, Chandigarh 160 036.	35.	The Director, National Metallurgical Laboratory, Jamshedpur 831 007, (Jharkhand).
25.	The Director, National Aerospace Laboratories, Post Bag No.1779, Bangalore – 560 017 (Karnataka).	36.	The Director, National Physical Laboratory, Dr. K.S. Krishnan Marg, New Delhi 110 012.
26.	The Director, National Botanical Research Institute, Rana Pratap Marg, Post Box No.436, Lucknow 226 001 (U.P).	37.	The Director Structural Engineering Research Centre, CSIR Campus, TTTI Taramani, Post Bag No. 8287, Chennai 600 113. (TN)
27.	The Director, National Chemical Laboratory, Pashan Road, Pune 411 008		