



वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्  
Council of Scientific and Industrial Research

अनुसंधान भवन 2 रफी मार्ग नई दिल्ली 110001

Anusandhan Bhawan, 2 Rafi Marg, New Delhi-110001

Tel. Phone No. 011-23765091, Tele-Fax – 011-23715188.

Email: [thomas\\_tk@csir.res.in](mailto:thomas_tk@csir.res.in); [blmeena@csir.res.in](mailto:blmeena@csir.res.in) and [satish.chandra@csir.res.in](mailto:satish.chandra@csir.res.in)

A3 (50640)2010/PUR / Cat IV

30<sup>th</sup> Nov, 2011

From

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

To

CMC Limited.,  
Central Square, Ist and IIIrd Floor  
C-28 to C35, Cipet Road  
Thiru-Vi-Ka Industrial Estate  
Guindy  
Chennai – 600 032 (TN)  
Fax: +91-44-2250 1080

**Sub: Notification of Award-Rate Contract for Supply, Installation, Acceptance, Testing & Commissioning of Layer 3 Edge Switch-CATEGORY 5 -CSIR-SERC Tender.**

**Ref: i) Your Price bid No. BDG/CSIR/0402/01 (P), dated: 04<sup>th</sup> Feb. 2011 and  
ii) CSIR-SERC Tender No. A3 (50640)/2010 dt. 14.1.2011.**

Dear Sir,

In terms of the RC Tender under reference and your letter referred above regarding the discount, I am directed to convey the approval of Joint Secretary (Admin), CSIR for award of this Rate Contract for the following item/s to you.

**1. Items under Rate Contract:**

- a. **Layer 3 Edge Switches (Detailed BOM at Annexure 'A')-** PO is to be placed on High Seas Sale Agreement (Format enclosed at Annexure

C) to M/s CMC Limited, (To the address as applicable to the Labs as per Annexure D)

- b. **Installation and Commissioning charges at the Installation and Commissioning Sites, 4<sup>th</sup> and 5<sup>th</sup> Year AMC after the expiry of 3 years Standard warranty**

2. **Price (Separate Orders has to be placed for Supply and Service Components):**

a. **For Supply Component** : ₹ 2, 29, 755.00 (Two Lakhs Twenty Nine Thousand Seven Hundred Fifty Five Only)

b. **For Service Components:**

A. Installation of the Layer 3 Edge Switches at Site (Inclusive of Onsite Resident Engineer during warranty): ₹ 32, 256.00 (Thirty Two Thousand Two Hundred Fifty Six Only) Per unit

B. 4<sup>th</sup> and 5<sup>th</sup> Year AMC at Installation Site(CSIR) : ₹ 2, 343.00 (Two Thousand Three Hundred Forty Three Only) Per unit for each year

3. **Validity:** Validity of R.C will be six months from the date of issue of this letter. All orders issued up to last date of RC validity shall be effected as per Terms & Conditions of this RC

4. **Warranty:** 3 Year Comprehensive warranty including Onsite Residence support, after Installation & Acceptance at the Laboratories/Units/CSIR Hqr's.

5. **Payment Terms:**

6. 80% payment shall be released on shipment of Goods against the submission of documents specified in GCC Clause 16.1(For goods manufactured abroad) of the Original Tender.

The balance 20% payment shall be released on acceptance of the material as per the Acceptance Certificate issued by the Purchaser after submission of 10% PBG by CMC Ltd.

7. **Terms of Delivery:** The delivery would be CIF, Port of Landing (Named Port by Lab/Instt). The delivery shall be on "High Sea Sales Agreement" as per the Annexure 'C' to this Rate Contract.

8. **Delivery Period:** The Switches must be supplied within 4 - 6 weeks from the date of signing the High Sea Sale agreement between the respective offices of CMC Limited (Annexure D) & CSIR Labs

9. **Placement of Order:** The Purchase Order (PO) will be issued by the CSIR Laboratories (listed in Annexure- D) separately for Supply and Service Components

10. 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 / CSIR HQR'S , prior to payment of 20% by the respective offices of M/s CMC Limited (As per Annexure D), 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
11. **Duties & Taxes** – Customs Duty on equipment is extra and payable by the CSIR Labs/Units). Customs clearance to be arranged at the Airport of landing by CSIR Labs/Units Entry taxes/ Octroi as applicable is extra (as per Clause 1.11.6 of CSIR-SERC Rate Contract)
12. Pre-Installation Requirements (PIC) for the Layer 3 Edge Switches are air conditioned room and stabilized power supply. M/s CMC Limited will intimate Laboratory the details (PIC) within 5 days of receipt of order.
13. Liquidated Damages As per penalty clause 2.27.1 of SCC.

Please acknowledge.

Yours truly,



(Thomas T.K.)

Controller Stores & Purchase, C.S.I.R.

[thomas\\_tk@csir.res.in](mailto:thomas_tk@csir.res.in), 011-23715188

alt:email :Satish.chandra@csir.res.in

थोमस टी० के० / THOMAS T.K.  
भंडार व क्रय अधिकारी  
Controller of Stores & Purchase  
वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद  
Council of Scientific & Industrial Research  
2, Rafi Marg, New Delhi-110001  
2, रफी मार्ग, नई दिल्ली-110001

### **Special Conditions**

- 1.1 CSIR- reserves the right to conclude more than one rate contract for the same item.
- 1.2 CSIR- as well as CMC Ltd may withdraw the rate contract by serving suitable notice to each other. The prescribed notice period is generally thirty days.
- 1.3 CSIR- has the option to renegotiate the price with the rate contract holders.
- 1.4 In case of emergency, CSIR- will purchase the same item through ad hoc contract with a new Supplier.
- 1.5 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 will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms & conditions of the rate contract.
- 1.6 The purchase order may be placed on any of the RC holder.
- 1.7 **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.
- 1.8 Items for which Rate contract is to be concluded will be directly ordered by the sister labs/institutes of CSIR as per Annexure-B. Invoice to be raised by the successful bidder on the lab/Institute concerned and the payment will be directly made by the lab/Institute concerned.
- 1.9 Rate Contract will be valid for a period of 6 months, from the date of this Rate Contract.

## CONDITIONS OF CONTRACT

### A. GENERAL CONDITIONS OF CONTRACT

#### 2.1. Definitions

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

- (a) "Contract" means the Contract Agreement entered into between the CSIR/Labs and the CMC Ltd, 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 CMC Ltd 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 CMC Ltd 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 CMC Ltd is required to supply to the CSIR/Labs 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 CMC Ltd 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 CMC Ltd.
- (k) "CMC Ltd" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the CSIR/Labs 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 "CSIR/Labs" means Director, C.S.I.R. ----- (LABORATORY), AS PER LIST ATTACHED at Annexure 'B'.(41 Labs: / Units)
- (m) "The final destination," where applicable, means the place named in the SCC.

#### 2.2. Contract Documents

- 2.2.1 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.

#### 2.3 Fraud and Corruption

2.3.1 The CSIR/Labs requires that bidders, CMC Ltd, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, noncompetitive levels; and

(iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) the CSIR/Labs will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

#### **2.4 Joint Venture, Consortium or Association**

2.4.1 If the CMC Ltd is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the CSIR/Labs 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 CSIR/Labs.

#### **2.5. Scope of Supply**

2.5.1 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.

#### **2.6. CMC Ltds' Responsibilities**

2.6.1 CMC Ltd 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.

#### **2.7 Contract price**

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

## **2.8 Copy Right**

- 2.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the CSIR/Labs by the CMC Ltd herein shall remain vested in the CMC Ltd, or, if they are furnished to the CSIR/Labs directly or through the CMC Ltd by any third party, including CMC Ltds of materials, the copyright in such materials shall remain vested in such third party

## **2.9. Application**

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

## **2.10. Standards**

- 2.10.1 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.

## **2.11. Use of Contract Documents and Information**

- 2.11.1 CMC Ltd shall not, without the CSIR/Labs'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 CSIR/Labs in connection therewith, to any person other than a person employed by the CMC Ltd 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.
- 2.11.2 CMC Ltd shall not, without the CSIR/Labs's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.
- 2.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the CSIR/Labs and shall be returned (in all copies) to the CSIR/Labs on completion of the CMC Ltd's performance under the Contract if so required by the CSIR/Labs.

## **2.12. Patent Indemnity**

- 2.12.1 The CMC Ltd shall, subject to the CSIR/Labs's compliance with GCC Sub-Clause 12.2, indemnify and hold harmless the CSIR/Labs 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 CSIR/Labs 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 CMC Ltd or the use of the Goods in India; and
  - (b) The sale in any country of the products produced by the Goods.

- 2.12.2 If any proceedings are brought or any claim is made against the CSIR/Labs, the CSIR/Labs shall promptly give the CMC Ltd a notice thereof, and the CMC Ltd may at its own expense and in the CSIR/Labs's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

#### **2.13 Performance Security**

- 2.13.1 On receipt of the notification of Installation and commissioning (i. e. acceptance), for release of 20% payment as per payment clause, **CMC Ltd shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period.**
- 2.13.2 The proceeds of the performance security shall be payable to the CSIR/Labs as compensation for any loss resulting from the CMC Ltd's failure to complete its obligations under the Contract.
- 2.13.3 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.
- 2.13.4 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 CSIR/Labs. Or,
  - (c) A Fixed Deposit Receipt pledged in favour of the CSIR/Labs.
- 2.13.5 The performance security will be discharged by the CSIR/Labs and returned to the CMC Ltd not later than 60 days following the date of completion of the CMC Ltd's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.
- 2.13.6 In the event of any contract amendment, the CMC Ltd 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.

#### **2.14. Inspections and Tests**

- 2.14.1 The CMC Ltd shall at its own expense and at no cost to the CSIR/Labs 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.
- 2.14.2 The CSIR/Labs 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 CSIR/Labs. The Technical Specifications and SCC shall specify what inspections and tests the CSIR/Labs require and where they are to be conducted. The CSIR/Labs shall notify the CMC Ltd in writing in a timely manner of the identity of any representatives retained for these purposes.

- 2.14.3 The inspections and tests may be conducted on the premises of the CMC Ltd or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the CMC Ltd 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 CSIR/Labs.
- 2.14.4 Whenever the CMC Ltd is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the CSIR/Labs. The CMC Ltd shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the CSIR/Labs or its designated representative to attend the test and/or inspection.
- 2.14.5 Should any inspected or tested Goods fail to conform to the specifications, the CSIR/Labs may reject the goods and the CMC Ltd shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the CSIR/Labs.
- 2.14.6 The CSIR/Labs'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 CSIR/Labs or its representative prior to the Goods shipment.
- 2.14.7 The CMC Ltd shall provide the CSIR/Labs with a report of the results of any such test and /or inspection.
- 2.14.8 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 CSIR/Labs and he shall also liaise with the CSIR/Labs 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 CSIR/Labs on the event of the delay.

## **2.15. Packing**

- 2.15.1 The CMC Ltd 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.
- 2.15.2 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 CSIR/Labs.

## **2.16. Delivery and Documents**

- 2.16.1 Delivery of the Goods and completion and related services shall be made by the CMC Ltd in accordance with the terms specified by the CSIR/Labs in the contract. The details of shipping and/or other documents to be furnished by the CMC Ltd are specified in SCC.
- 2.16.2 The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Inco terms published by the International Chambers of Commerce, Paris.
- 2.16.3 The mode of transportation shall be as specified in SCC.

#### **2.17. Insurance**

- 2.17.1 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Supplier shall be responsible for follow up with their respective offices for ascertaining the dispatch details and informing the same to the CSIR/Labs and he shall also liaise with the CSIR/Labs 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 CSIR/Labs on the event of the delay.

#### **2.18. Transportation**

- 2.18.1 Where the CMC Ltd 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 CMC Ltd, and the cost thereof shall be included in the Contract price. Where the CMC Ltd 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 CSIR/Labs or other agreed point shall be arranged and paid for by the CMC Ltd, and the cost thereof shall be included in the Contract price.
- 2.18.2 Where the CMC Ltd 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 CSIR/Labs's country, as shall be specified in the Contract, shall be arranged and paid for by the CMC Ltd, and the cost thereof shall be included in the Contract Price.
- 2.18.3 In the case of supplies from within India, where the CMC Ltd 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 CMC Ltd, and the related costs shall be included in the Contract Price.

#### **2.19. Incidental Services**

- 2.19.1 The CMC Ltd may be required to provide any or all of the services, if any, specified in SCC.
- 2.19.2 For imported items, while unpacking the items the presence of Indian Agent is desirable.

#### **2.20. Spare Parts**

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

- (a) Such spare parts as the CSIR/Labs may elect to purchase from the CMC Ltd, providing that this election shall not relieve the CMC Ltd 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 CSIR/Labs of the pending termination, in sufficient time to permit the CSIR/Labs to procure needed requirements; and
  - (ii) Following such termination, furnishing at no cost to the CSIR/Labs, the blueprints, drawings and specifications of the spare parts, if requested.

## 2.21. Warranty

- 2.21.1 The CMC Ltd 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.
- 2.21.2 The CMC Ltd further warrants that the Goods shall be free from defects arising from any act or omission of the CMC Ltd or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- 2.21.3 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.
- 2.21.4 The CSIR/Labs shall give notice to the CMC Ltd stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The CSIR/Labs shall afford all reasonable opportunity for the CMC Ltd to inspect such defects.
- 2.21.5 Upon receipt of such notice, the CMC Ltd shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the CSIR/Labs.
- 2.21.6 If having been notified, the CMC Ltd fails to remedy the defect within the reasonable period of time, the CSIR/Labs may proceed to take within a reasonable period such remedial action as may be necessary, at the CMC Ltd's risk and expense and without prejudice to any other rights which the CSIR/Labs may have against the CMC Ltd under the Contract.
- 2.21.7 Goods requiring warranty replacements must be replaced on free of cost basis to the CSIR/Labs.

## 2.22. Terms of Payment

- 2.22.1 The method and conditions of payment to be made to the CMC Ltd under this Contract shall be as specified in the SCC.

- 2.22.2 The CMC Ltd's request(s) for payment shall be made to the CSIR/Labs 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.

## **2.23. Change Orders and Contract Amendments**

- 2.23.1 The CSIR/Labs may at any time, by written order given to the CMC Ltd 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 CSIR/Labs;
  - (b) The method of shipping or packing;
  - (c) The place of delivery; and/or
  - (d) The Services to be provided by the CMC Ltd.
  - (e) The delivery schedule.
- 2.23.2 If any such change causes an increase or decrease in the cost of, or the time required for, the CMC Ltd'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 CMC Ltd for adjustment under this clause must be asserted within fifteen (15) days from the date of the CMC Ltd's receipt of the CSIR/Labs's change order.
- 2.23.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

## **2.24. Assignment**

- 2.24.1 The CMC Ltd shall not assign, in whole or in part, its obligations to perform under the Contract, except with the CSIR/Labs's prior written consent.

## **2.25. Subcontracts**

- 2.25.1 The CMC Ltd shall notify the CSIR/Labs 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 CMC Ltd from any liability or duties or obligation under the Contract.

## **2.26. Extension of time**

- 2.26.1 Delivery of the Goods and performance of the Services shall be made by the CMC Ltd in accordance with the time schedule specified by the CSIR/Labs.
- 2.26.2 If at any time during performance of the Contract, the CMC Ltd or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the CMC Ltd shall promptly notify the CSIR/Labs in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the CMC Ltd's notice, the CSIR/Labs shall evaluate the situation and may, at its discretion, extend the CMC Ltd's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

2.26.3 Except as provided under the Force Majeure clause of the GCC, a delay by the CMC Ltd in the performance of its delivery obligations shall render the CMC Ltd 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.

## **2.27. Penalty clause**

2.27.1 Subject to GCC Clause on Force Majeure, if the CMC Ltd fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the CSIR/Labs 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 CSIR/Labs 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.

## **2.28. Termination for Default**

2.28.1 The CSIR/Labs may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the CMC Ltd, terminate the Contract in whole or part

- (a) If the CMC Ltd 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 CSIR/Labs pursuant to GCC Clause on Extension of Time; or
- (b) If the CMC Ltd fails to perform any other obligation(s) under the Contract.
- (c) If the CMC Ltd, in the judgment of the CSIR/Labs 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.

2.28.2 In the event the CSIR/Labs 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 CSIR/Labs may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the CMC Ltd shall be liable for all available actions against it in terms of the contract.
- c) However, the CMC Ltd shall continue to perform the contract to the extent not terminated.

## **2.29. Force Majeure**

2.29.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the CMC Ltd 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.

- 2.29.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the CMC Ltd that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the CMC Ltd. Such events may include, but not be limited to, acts of the CSIR/Labs in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 2.29.2 If a Force Majeure situation arises, the CMC Ltd shall promptly notify the CSIR/Labs in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the CSIR/Labs in writing, the CMC Ltd 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.
- 2.29.3 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.

#### **2.30. Termination for Insolvency**

- 2.30.1 The CSIR/Labs may at any time terminate the Contract by giving written notice to the CMC Ltd, if the CMC Ltd becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the CMC Ltd, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the CSIR/Labs.

#### **2.31. Termination for Convenience**

- 2.31.1 The CSIR/Labs, by written notice sent to the CMC Ltd, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the CSIR/Labs's convenience, the extent to which performance of the CMC Ltd under the Contract is terminated, and the date upon which such termination becomes effective.
- 2.31.2 The Goods that are complete and ready for shipment within 30 days after the CMC Ltd's receipt of notice of termination shall be accepted by the CSIR/Labs at the Contract terms and prices. For the remaining Goods, the CSIR/Labs 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 CMC Ltd an agreed amount for partially completed Goods and for materials and parts previously procured by the CMC Ltd.

#### **2.32. Settlement of Disputes**

- 2.32.1 The CSIR/Labs and the CMC Ltd 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.
- 2.32.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the CSIR/Labs or the CMC

Ltd 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.

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

- (a) In case of Dispute or difference arising between the CSIR/Labs and a domestic CMC Ltd 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 CSIR/Labs and a Foreign CMC Ltd, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the CMC Ltd then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

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

2.32.5 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 CSIR/Labs shall pay the CMC Ltd any monies due the CMC Ltd.

### **2.33. Governing Language**

2.33.1 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.

### **2.34. Applicable Law**

2.34.1 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.

### **2.35. Notices**

2.35.1 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.



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

**2.36. Taxes and Duties**

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

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

2.36.2 If any tax exemptions, reductions, allowances or privileges may be available to the CMC Ltd in India, the CSIR/Labs shall make its best efforts to enable the CMC Ltd to benefit from any such tax savings to the maximum allowable extent.

**2.37. Right to use Defective Goods**

2.37.1 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 CSIR/Labs 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 CSIR/Labs's operation.

**2.38. Protection against Damage**

2.38.1 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.

**2.39. Site preparation and installation**

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

**2.40 Integrity Pact**

Not applicable.

### 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 2.1(l)	<b>The CSIR/Labs is:</b> Directors of : Labs / Institutes listed in Annexure-B
GCC 2.1 (m)	<b>The Final Destination is :</b> Labs / Institutes listed in Annexure-B
GCC 2.13.1	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 after Installation and acceptance & prior to Payment of 20%.
GCC 2.14.1	<p>The Inspection and Tests prior to shipment of Goods and at final acceptance are as follows</p> <p>After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the CMC Ltd's plant by the CMC Ltd, 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 CSIR/Labs reserves the options to be present at the CMC Ltd's premises during such inspection and testing.</p> <p>The acceptance test will be conducted by the CSIR/Labs, their consultant or other such person nominated by the CSIR/Labs at its option after the equipment is installed at CSIR/Labs's site in the presence of CMC Ltd'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 CMC Ltd shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the CSIR/Labs, the successful completion of the test specified.</p> <p>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 CSIR/Labs reserve the right to get the equipment replaced by the CMC Ltd at no extra cost to the CSIR/Labs.</p> <p>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 CMC Ltd.</p> <p>Before the goods and equipments are taken over by the CSIR/Labs, the CMC Ltd 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.</p>


	<p>The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.</p> <p>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 CSIR/Labs.</p> <p>On successful completion of acceptability test, receipt of deliverables, etc. and after the CSIR/Labs is satisfied with the working of the equipment, the acceptance certificate signed by the CMC Ltd and the representative of the CSIR/Labs will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.</p>
GCC 2.15.2	<p>The marking and documentation within and outside the packages shall be:</p> <ol style="list-style-type: none"> <li>Each package should have a packing list within it detailing the part No.(s), description, quantity etc.</li> <li>Outside each package, the contract No., the name and address of the CSIR/Labs and the final destination should be indicated on all sides and top.</li> <li>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.</li> <li>All the sides and top of each package should carry an appropriate indication/label/stickers indicating the precautions to be taken while handling/storage.</li> </ol>
GCC 2.16	<p><b>Delivery:</b></p> <p>Delivery should be affected within 4 – 6 weeks from the date of date of signing the High Sea Sales agreement between CMC Limited &amp; the CSIR Labs/Institutes concerned.</p>
GCC 2.16.1	<p>Details of Shipping and other Documents to be furnished by the CMC Ltd are</p> <p><b>For Goods manufactured within India</b></p> <p>Within 24 hours of dispatch, the CMC Ltd shall notify the CSIR/Labs the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX.</p> <ol style="list-style-type: none"> <li>Two copies of CMC Ltd's Invoice indicating, inter-alia description and specification of the goods, quantity, unit price, total value;</li> <li>Packing list;</li> <li>Certificate of country of origin;</li> <li>Insurance certificate, if required under the contract;</li> <li>Railway receipt/Consignment note;</li> <li>Manufacturer's guarantee certificate and in-house inspection certificate;</li> <li>Inspection certificate issued by CSIR/Labs's inspector, if any and</li> <li>Any other document(s) as and when required in terms of the contract.</li> </ol> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>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).</li> <li>The above documents should be received by the CSIR/Labs before arrival of the Goods and, if not received, the CMC Ltd will be responsible for any</li> </ol>

	<p>consequent expenses</p> <p><b>For Goods manufactured abroad</b></p> <p>Within 08 hours of dispatch, the CMC Ltd shall notify the CSIR/Labs the complete details of dispatch and also supply following documents by EMAIL/courier and copies thereof by FAX.</p> <p>(a) Two copies of CMC Ltd's Invoice giving full details of the goods including quantity, value, etc.;</p> <p>(b) Packing list;</p> <p>(c) Certificate of country of origin;</p> <p>(d) Manufacturer's guarantee and Inspection certificate;</p> <p>(e) Inspection certificate issued by the CSIR/Labs's Inspector, if any;</p> <p>(f) Insurance Certificate, if required under the contract;</p> <p>(g) Name of the Vessel/Carrier;</p> <p>(h) Bill of Lading/Airway Bill, as the case may be</p> <p>(i) Port of Loading;</p> <p>(j) Date of Shipment;</p> <p>(k) Port of Discharge &amp; expected date of arrival of goods and</p> <p>(l) Any other document(s) as and when required in terms of the contract.</p> <p><b>Note:</b></p> <p>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).</p> <p>2. The above documents should be received by the CSIR/Labs before arrival of the Goods and, if not received, the CMC Ltd will be responsible for any consequent expenses</p>
GCC 2.16.3	<p>In case of supplies from within India, the mode of transportation shall be by Road</p> <p>In case of supplies from abroad, the mode of transportation shall be by Air.</p>
GCC 2.17.1	<p>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.</p>
GCC 2.19.1	<p>The incidental services to be provided are as in specification.</p>
GCC 2.21.3	<p>The period of validity of the Warranty shall be:</p> <p><b>3 Years on site comprehensive warranty including onsite residence support, from the date of completion of installation at the site.</b></p>
GCC 2.22.1	<p>The method and conditions of payment to be made to the CMC Ltd under this Contract shall be as follows:</p> <p>Payment for Goods and Services supplied shall be made in Indian Rupees, as follows:</p> <p>(a) <b>On shipment:</b> 80% payment shall be released on shipment of Goods against the submission of documents specified in GCC Clause 16.1(For goods manufactured abroad).</p> <p>(b) <b>On Acceptance:</b> The remaining 20 % (Twenty percent ) of the Contract value shall be paid to the CMC Ltd within thirty (30) days after the date of the acceptance certificate issued by the CSIR/Labs subject to submission of</p>

	performance security. If any
GCC 2.27.1	<p>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/Labs. holds the option to cancel the contract and forfeit the entire Performance Bank Guarantee of the defaulting CMC Ltd which may include the deposit made against other deliveries.</p> <p>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.</p> <p>Cumulative Penalty amount on the half-yearly basis must be deposited by the CMC Ltd to CSIR/Labs. in the form of Bank Draft/Pay Order within 30(thirty) days of receiving such intimation for recovery from CSIR/Labs..</p>
GCC 2.34.1	<p>The place of jurisdiction is NEW DELHI</p> <p>For notices, the CSIR address is  The Joint Secretary (Admin)  (Controllor of Stores &amp; Purchase)  Council of Scientific &amp; Industrial Research  Anusandhan Bhawan  2, Rafi Marg  New Delhi-110001 (INDIA)  Tel: 0091 11 23715188  E-mail: thomas_tk@csir.res.in</p>

**A. Bill of Material for each Unit of Layer 3 Edge Switch (Alcatel Make) – Supply Component**

Sl. No	Part No.	Description	Qty	Price (In ₹)
1	OS6850E-24	OS6850E-24: Gigabit Ethernet L3 fixed configuration chassis in 1U form factor with 20 RJ-45 10/100/1000 BaseT ports, 4 combo ports (10/100/1000 BaseT or 1000BaseX) and 2 CX-4 ports. The 2 CX-4 ports can be used as stacking ports or as connectors for the OS6-XNI-U2 that supports 2 SFP+ 10 GigE ports. The bundle includes a 126W AC power supply with power shelf and country specific power cord, user manuals access card, rack mounts and RJ-45 to DB-9 adaptor	1	58045
2	OS6850E-48	OS6850E-48: Gigabit Ethernet L3 fixed configuration chassis in 1U form factor with 44 RJ-45 10/100/1000 BaseT ports, 4 combo ports (10/100/1000 BaseT or 1000BaseX) and 2 CX-4 ports. The 2 CX-4 ports can be used as stacking ports or as connectors for the OS6-XNI-U2 that supports 2 SFP+ 10 GigE ports. The bundle includes a 126W AC power supply with power shelf and country specific power cord, user manuals access card, rack mounts and RJ-45 to DB-9 adaptor	1	100419
3	OS6850E-24	OS6850E-24: Gigabit Ethernet L3 fixed configuration chassis in 1U form factor with 20 RJ-45 10/100/1000 BaseT ports, 4 combo ports (10/100/1000 BaseT or 1000BaseX) and 2 CX-4 ports. The 2 CX-4 ports can be used as stacking ports or as connectors for the OS6-XNI-U2 that supports 2 SFP+ 10 GigE ports. The bundle includes a 126W AC power supply with power shelf and country specific power cord, user manuals access card, rack mounts and RJ-45 to DB-9 adaptor	1	71291
4	SFP-GIG-SX	1000BaseX-SX Gigabit Ethernet optical transceiver (SFP MSA). Supports multimode fiber over 850nm wavelength (nominal) with an LC connector. Typical reach of 300m on 62.5/125 µm MMF or 550m on 50.125 µm MMF.	1	
5	SFP-GIG-LX	1000BaseX-LX Gigabit Ethernet optical transceiver (SFP MSA). Supports single mode fiber over 1310nm wavelength (nominal) with an LC connector. Typical reach of 10 Km on 9/125 µm SMF.	1	
<b>TOTAL Cost of Supply Component</b>				<b>₹ 229755</b>

  
 थोमस टी० के० / THOMAS T. K.  
 भंडार व क्रय अधिकारी  
 Controller of Stores & Purchase  
 वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद  
 Council of Scientific & Industrial Research  
 2, Rafi Marg, New Delhi-110001  
 2, रफी मार्ग, नई दिल्ली-110001

**B. Bill of Material for each Unit of Layer 3 Edge Switch (Alcatel Make) – Service Component**

Sl. No	Part No.	Description	Qty	Installation, Commissioning and Training Charges, If Any and Onsite RE Support for 3 years (In ₹)	AMC cost for 4 <sup>th</sup> Year	AMC cost for 5 <sup>th</sup> Year
1	OS6850E-24	OS6850E-24: Gigabit Ethernet L3 fixed configuration chassis in 1U form factor with 20 RJ-45 10/100/1000 BaseT ports, 4 combo ports (10/100/1000 BaseT or 1000BaseX) and 2 CX-4 ports. The 2 CX-4 ports can be used as stacking ports or as connectors for the OS6-XNI-U2 that supports 2 SFP+ 10 GigE ports. The bundle includes a 126W AC power supply with power shelf and country specific power cord, user manuals access card, rack mounts and RJ-45 to DB-9 adaptor	1	10752	508	508
2	OS6850E-48	OS6850E-48: Gigabit Ethernet L3 fixed configuration chassis in 1U form factor with 44 RJ-45 10/100/1000 BaseT ports, 4 combo ports (10/100/1000 BaseT or 1000BaseX) and 2 CX-4 ports. The 2 CX-4 ports can be used as stacking ports or as connectors for the OS6-XNI-U2 that supports 2 SFP+ 10 GigE ports. The bundle includes a 126W AC power supply with power shelf and country specific power cord, user manuals access card, rack mounts and RJ-45 to DB-9 adaptor	1	10752	889	889
3	OS6850E-24	OS6850E-24: Gigabit Ethernet L3 fixed configuration chassis in 1U form factor with 20 RJ-45 10/100/1000 BaseT ports, 4 combo ports (10/100/1000 BaseT or 1000BaseX) and 2 CX-4 ports. The 2 CX-4 ports can be used as stacking ports or as connectors for the OS6-XNI-U2 that supports 2 SFP+ 10 GigE ports. The bundle includes a 126W AC power supply with power shelf and country specific power cord, user manuals access card, rack mounts and RJ-45 to DB-9 adaptor	1	10752	946	946
4	SFP-GIG-SX	1000BaseX-SX Gigabit Ethernet optical transceiver (SFP MSA). Supports multimode fiber over 850nm wavelength (nominal) with an LC connector. Typical reach of 300m on 62.5/125 µm MMF or 550m on 50.125 µm MMF.	1			
5	SFP-GIG-LX	1000BaseX-LX Gigabit Ethernet optical transceiver (SFP MSA). Supports single mode fiber over 1310nm wavelength (nominal) with an LC connector. Typical reach of 10 Km on 9/125 µm SMF.	1			
<b>TOTAL Cost of Service Component</b>				<b>₹ 32256</b>	<b>₹ 2343</b>	<b>₹ 2343</b>

## List of CSIR Labs/Institutes/Units along with Addresses

1.	The Director, Advanced Materials & Processes Research Institute, Hoshangabad Road, Near Habibganj Naka, Bhopal 462 064.	11	The Director, Central Leather Research Institute, Adyar, Chennai 600 020.
2	The Director, Central Building Research Institute, Roorkee 247 667. (Uttaranchal)	12	The Director, Central Mechanical Engineering Research Institute, Mahatma Gandhi Avenue, Durgapur 713 209(WB).
3	The Director, Centre for Cellular & Molecular Biology, Uppal Road, Hyderabad 500 007 (A.P).	13	The Director, Central Road Research Institute, Delhi-Mathura Road, P.O.CRRI, New Delhi 110 020
4	The Director, Central Drug Research Institute, Chattar Manzil Palace, Post Box No.173, Lucknow 226 001(U.P).	14	The Director, Central Scientific Instruments Organisation, Sector 30-C, Chandigarh 160 030 (UT).
5	The Director, Central Electrochemical Research Institute, Karaikudi – 630 006. (Tamil Nadu)	15	The Director, Central Salt & Marine Chemicals Research Institute, Gijubhai Badheka Marg, Bhavnagar 364 002 (Gujarat).
6	The Director, Central Electronics Engineering Research Institute, Pilani – 333 031 (Rajasthan).	16	The Director, Institute of Genomics and Integrative Biology, University Campus, Mall Road, New Delhi 110 007.
7	The Director, Central Food Technological Research Institute, Mysore 570 020 (Karnataka).	17	The Director, Institute of Himalayan Bioresource Technology, Post Box No.6, Palampur 176 061 (H.P).
8	The Director, Central Glass & Ceramic Research Institute, 196, Raja SC Mullick road, Kolkata 700 032 (WB).	18	The Director, Indian Institute of Chemical Biology, 4, Raja S.C. Mullick Road, Jadavpur, Kolkata 700 032(West Bengal).
9	The Director, Central Institute of Medicinal & Aromatic Plants, P.O.CIMAP, Near kukrail Picnic Spot, Lucknow 226 015 (UP).	19	The Director, Indian Institute of Chemical Technology, Uppal Road, Hyderabad 500 607 (A.P).
10	The Director, Central Institute of Mining and Fuel Research, Barwa Road, Dhanbad 825 015. Jharkhand.	20	The Director, Indian Institute of Integrative Medicine, Canal Road, Jammu 180 001 (J &K).

21	The Director, Indian Institute of Petroleum, P.O.IIP, Mohkampur, Dehradun 248 005 (Uttaranchal).	31	The Director, National Institute of Interdisciplinary science & Technology, Industrial Estate, P.O, Pappanamcode, Thiruvananthapuram 695 019.
22	The Director, Indian Institute of Toxicology Research, Mahatma Gandhi Marg, Post Box No.80, Lucknow 226 001(UP).	32	The Director, National Institute of Oceanography, Dona Paula, Goa 403 004.
23	The Director, Institute of Minerals & Materials Tech., Bhubaneswar 751 013 (Orissa).	33	The Director, National Institute of Science Communication and information resources, Dr. K.S. Krishnan Marg, New Delhi 110 012.
24	The Director, Institute of Microbial Technology, Sector 39-A, Chandigarh 160 036.	34	The Director, National Institute of Science Technology and Development Studies, Dr. K.S. Krishnan Marg, Pusha Gate, New Delhi 110 012.
25	The Director, National Aerospace Laboratories, Post Bag No.1779, Bangalore – 560 017 ( Karnataka).	35	The Director, National Metallurgical Laboratory, Jamshedpur 831 007, (Jharkhand).
26	The Director, National Botanical Research Institute, Rana Pratap Marg, Post Box No.436, Lucknow 226 001 (U.P).	36	The Director, National Physical Laboratory, Dr. K.S. Krishnan Marg, New Delhi 110 012.
27	The Director, National Chemical Laboratory, Pashan Road, Pune 411 008	37	The Director Structural Engineering Research Centre, CSIR Campus, TTTI Taramani, Post Bag No. 8287, Chennai 600 113. (TN)
28	The Director, National Environmental Engineering Research Institute, Nehru Marg, Nagpur 440 020 (Maharashtra).		
29	The Director, North-East Institute of Science and Technology P.O. Jorhat 785 006 (Assam).		
30	The Director, National Geophysical Research Institute, Uppal Road, Hyderabad 500 608 (A.P).		

"HIGH SEAS SALE AGREEMENT"

No.

Date

THIS HIGH SEAS SALE AGREEMENT is made this day..... at ..... (Name of Place) between CMC Limited (address to be mentioned as per the respective offices of CMC Limited) a company incorporated under the provisions of the Companies Act 1956 (hereinafter referred to as the seller which expression unless it be repugnant to the meaning and context thereof be deemed to include their successors and assigns).

AND

Council of Scientific & Industrial Research – Name of Lab/Instt (hereinafter referred to as the Buyer, which expression shall unless they are repugnant to the meaning or context thereof, mean and include its successors and assigns).

WHEREAS the seller has placed an order to buy certain goods from M/s. **Alcatel-Lucent C/o UPS, 1F East Asia Industrial Building, 2 Ho Tin Street N.T. Hong Kong** hereinafter called the foreign supplier, hereby agrees to sell the said goods to Council of Scientific & Industrial Research - Name of Lab, on high sea sales.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND THE FOLLOWING TERMS AND CONDITIONS ARE HEREBY AGREED TO BY AND BETWEEN BOTH THE PARTIES HERETO.

**Details**

- |   |   |   |
|---|---|---|
| a) Name & Address of the seller             | : | M/s CMC Limited<br>(Address as per the respective offices of CMC Ltd)                                 |
| b) IEC code of seller                       | : | 0388128453  |
| c) Name and address of the buyer            | : | CSIR LABS – (Name and Address)  |
| d) IEC code of buyer                        | : | 0588137685  |
| e) Name and address of the foreign supplier | : | <b>Alcatel-Lucent C/o UPS<br/>1F East Asia Industrial Building<br/>2 Ho Tin Street N.T. Hong Kong</b> |
| f) Description of Goods                     | : | LAYER 3 EDGE SWITCHES   |
| g) Shipment details                         | : | Shipped as per AWB No:  |

**2. PAYMENT**

The buyer agrees to make payment for the goods by the seller on High Sea as per the Terms & Conditions of the RC No. **A3 (50640)/2010 dated. 30.11.2011**

**3. DELIVERY**

The seller will transfer the rights & Title of the goods to the buyer by endorsing the AWB in favour the buyer.

**4. FREIGHT & INSURANCE****a) FREIGHT**

Considering the fact, that current shipment is on CIP, Destination terms, the seller shall be responsible for the payment of freight other related expenses with respect to this High Sea Sales.

b) INSURANCE

Considering the fact, that current shipment is on CIP, Destination terms, the seller shall be responsible for the payment of insurance with respect to this high sea sales.

5. CUSTOMS CLEARANCE

In view of disposal of goods on high sea sales basis and transfer of title by the seller in favour of the buyer, the buyer shall arrange clearance of goods from Customs at its sole risk and responsibilities. The buyer shall be responsible for payment of the customs duties, clearing of goods, port expenses, demurrage container charges, octroi, inland transportation and any other related expenses.

6. POST PROCEDURE

The Buyer shall hand over to the seller the Original exchange control copy of the Bill of Entry, copy of Customs attested invoice and other documentary proof of having cleared the material from the Customs as are required by the Seller to the Bank and or RBI or any other State or Central Govt. Agency.

7. SALES TAX

As the goods are being sold on high sea sales, no central sales tax will be charged under the provision of Central Sales Tax Act and rules thereof. However, in the event of any amendments, modifications, and notifications to the contrary the liability if any shall be borne by the buyer. Entry taxes/Octroi/other local/state (as applicable) is to the account of the Buyer.

8. CONSIDERATION

In consideration of this sale, the buyer shall pay to the seller (as per payment terms enumerated above in clause) as detailed below.

Sl. No.	Particulars	Amount
1.	Cost of Material	
2.	Freight	
3.	Insurance	
4.	Consideration	

This amount shall present the 80% of the Contract amount payable by the buyer to the seller and shall include all cost of the seller.

IN WITNESS WHEREOF BOTH THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON DAY AND DATE AS FIRST MENTIONED HEREIN ABOVE.

SIGNED AND DELIVERED

Name of the Person  
Designation

In presence of  
Signed and Delivered

(Name & Address of Person)  
For Buyer

**CMC NORTH REGION OFFICE**

JEEVAN VIHAR BUILDING  
2nd FLOOR, 3, SANSAD MARG  
NEW DELHI, 110001  
TEL :- 011-23360184(5 LINES), FAX :- 011-23746025

**CSIR LABS**

The Director, Central Building Research Institute, Roorkee 247 667. (Uttaranchal)	The Director, Central Road Research Institute, Delhi-Mathura Road, P.O.CRRI, New Delhi 110 020	The Director, Advanced Materials & Processes Research Institute, Hoshangabad Road, Near Habibganj Naka, Bhopal 462 064.
The Director, Central Drug Research Institute, Chattar Manzil Palace, Post Box No.173, Lucknow 226 001(U.P).	The Director, Central Scientific Instruments Organisation, Sector 30-C, Chandigarh 160 030 (UT).	The Director, Institute of Genomics and Integrative Biology, University Campus, Mall Road, New Delhi 110 007.
The Director, Central Institute of Medicinal & Aromatic Plants, P.O.CIMAP, Near kukrail Picnic Spot, Lucknow 226 015 (UP).	The Director, Central Institute of Mining and Fuel Research, Barwa Road, Dhanbad 825 015. Jharkhand	The Director, Indian Institute of Integrative Medicine, Canal Road, Jammu 180 001 (J &K).
The Director, Indian Institute of Petroleum, P.O.IIP, Mohkampur, Dehradun 248 005 (Uttaranchal).	The Director, Indian Institute of Toxicology Research, Mahatma Gandhi Marg, Post Box No.80, Lucknow 226 001(UP).	The Director, National Institute of Science Communication and information resources, Dr. K.S. Krishnan Marg, New Delhi 110 012.
The Director, Institute of Microbial Technology, Sector 39-A, Chandigarh 160 036.	The Director, National Institute of Science Technology and Development Studies, Dr. K.S. Krishnan Marg, Pusha Gate, New Delhi 110 012.	The Director, National Botanical Research Institute, Rana Pratap Marg, Post Box No.436, Lucknow 226 001 (U.P).
The Director, National Physical Laboratory, Dr. K.S. Krishnan Marg, New Delhi 110 012.	The Director, Institute of Himalayan Bioresource Technology, Post Box No.6, Palampur 176 061 (H.P).	

**CMC WESTERN REGION OFFICE**

Regional Office CMC House  
 C-18 Bandra-Kurla Complex  
 Bandra(East)  
 Mumbai 400 051  
 Tel +91-22-6781 1000/01/02 Fax +91-22-2659 `046

**CSIR LABS**

The Director, Central Salt & Marine Chemicals Research Institute, Gijubhai Badheka Marg, Bhavnagar 364 002 (Gujarat).	The Director, Central Electronics Engineering Research Institute, Pilani – 333 031 (Rajasthan).	The Director, National Institute of Oceanography, Dona Paula, Goa 403 004.
The Director, National Chemical Laboratory, Pashan Road, Pune 411 008	The Director, National Environmental Engineering Research Institute, Nehru Marg, Nagpur 440 020 (Maharashtra).	

**CMC EASTERN REGION OFFICE**

CMC House  
 28, Camac Street  
 Kolkata 700 016  
 India  
 Tel: +91-33-2287 4845  
 Fax: +91-33-2287 8058

**CSIR LABS**

The Director, Central Mechanical Engineering Research Institute, Mahatma Gandhi Avenue, Durgapur 713 209(WB).	The Director, Central Glass & Ceramic Research Institute, 196, Raja SC Mullick road, Kolkata 700 032 (WB).	The Director, Indian Institute of Chemical Biology, 4, Raja S.C. Mullick Road, Jadavpur, Kolkata 700 032(West Bengal).
The Director, Institute of Minerals & Materials Tech., Bhubaneswar 751 013 (Orissa).	The Director, National Metallurgical Laboratory, Jamshedpur 831 007, (Jharkhand).	The Director, North-East Institute of Science and Technology P.O. Jorhat 785 006 (Assam).

**CMC SOUTH REGION - CHENNAI OFFICE**

Central Square I  
III Floor, C28-C35 Cipet Road,  
Thiru-vi-Ka Industrial Estate  
Guindy,  
Chennai 600 032  
India  
Tel: +91-44- 2250 4500  
Fax: +91-44-2250 1080

**CSIR LABS**

The Director, Central Electrochemical Research Institute, Karaikudi – 630 006. (Tamil Nadu)	The Director, National Institute of Interdisciplinary science & Technology, Industrial Estate, P.O, Pappanamcode, Thiruvananthapuram 695 019.
The Director, Central Leather Research Institute, Adyar, Chennai 600 020.	The Director Structural Engineering Research Centre, CSIR Campus, TTTI Taramani, Post Bag No. 8287, Chennai 600 113. (TN)

**CMC HYDERABAD OFFICE**

4-3-596/A, Tilak Road  
5th Floor, Posnett Bhawan  
Ramkote  
Hyderabad 500 001  
India  
Tel: +91-40-2475 0371  
Fax: +91-40-2475 2678

**CSIR LABS**

The Director, Centre for Cellular & Molecular Biology, Uppal Road, Hyderabad 500 007 (A.P).	The Director, Indian Institute of Chemical Technology, Uppal Road, Hyderabad 500 607 (A.P).	The Director, National Geophysical Research Institute, Uppal Road, Hyderabad 500 608 (A.P).
--	---	---

**CMC BANGALORE OFFICE**

11/2, Palace Road  
Bengaluru - 560 052  
Tel: +91-80-6694 0500  
Fax: +91-80-2235 3322

**CSIR LABS**

The Director, Central Food Technological Research Institute, Mysore 570 020 (Karnataka).	The Director, National Aerospace Laboratories, Post Bag No.1779, Bangalore – 560 017 ( Karnataka).
--	---

