

Purchase Order 2019-20/IND62311PO1 /Rijwan No:

Date 06/08/2020

From

The Director Central Drug Research Institute LUCKNOW

То

**Principal Supplier** 

Indian Agent

Molecular Devices LLC Spinco Biotech Pvt. Ltd., 1311, Orleans Drive, Spinco Towers, , Sunnyvale, D-41, Block-D, CA 94089 Sector-11, USA Noida USA India 0 201301

FOR CDRI STORES

Reference: Your Offer/Quotation No: SBPL/MDLLC/BNM/240220/19-20 Dated: 12/05/2020

Dear Sirs

Please arrange to supply the articles noted below strictly on the terms and conditions stated on the reverse of this order latest by 6-8 WEEKS failing which the order may be treated as cancelled.

S.No	Item Name	Catalog No	Price	Qty	Total (USD)
1	Multimode Microplate Reader (Spectramax ® M2e Multi Detection Microplate Readers with Dual- Mode Cuvette Ports with SoftMax Pro Software) (AS PER ATTACHED SPECIFICATION)	M2e-SC- ACAD3	19900.0	1	19900.0
	Warrenty :				
Total after Discounts:				19900.0	
Packet Forwarding Chages:					500.0
Total after Taxes:					20400.0
Grand Total :(USD)					20400.0

Remarks :

Delivery Schedule :

6-8 WEEKS

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NORMAL **:FOR CDRI STORES** 

Note :

SPO Comments:

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**1. SPECIFICATIONS :** The ordered materials must comply with the specifications as mentioned in the purchase order.

**2. WARRANTY: THREE Year from the date of installation** (service along with spares ,D.D.P., CDRI, Lucknow) . Any down time of the equipment during the warranty period shall entail extension of warranty period further till such time the rectification/repairs have been undertaken.

**3. ORDER ACCEPTANCE: THREE Year from the date of installation** (service along with spares ,D.D.P., CDRI, Lucknow) . Any down time of the equipment during the warranty period shall entail extension of warranty period further till such time the rectification/repairs have been undertaken.

**4. PAYMENT :** Payment will be made against **wire Transfer** presented to our bankers M/S State Bank of India, Main Branch, International Banking Division, Lucknow along with shipping documents including invoice, AWB, Packing list, certificate of origin etc.

## NOTE: AGENCY COMMISSION-

**5. DELIVERY PERIOD** : The ordered materials should be dispatched within 06-08 WEEKS from the date of receipt of order/ the date of establishment of L/c/ Receipt of foreign advance Demand draft.

**6. FORCE MAJEURE:** 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 obligation under the contract is the result of an event of force majored. For purpose of this clause ?force majors? means an event beyond the control of supplier and not involving the supplier?s fault and negligence and not foreseeable . Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as for as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**7. PENALTY CLAUSE :**Subject to operation of force majored, time for delivery and acceptance is the essence of this contract. The supplier shall arrange to ship the ordered materials within 4-6 weeks from the date of establishment of valid Letter of Credit /receipt unless an extension is granted by a mutual agreement. However, in case the shipment cannot be made within agreed period Director, CDRI shall have the right to claim penalty for late delivery @ 1% of the contract value per week subject a maximum of 5%. The same penalty rate shall be leviable in case of delay in installation beyond scheduled as per contract.

8. INSURANCE : Insurance of the cargo will be arranged by the Suppliar..

**9. INSTALLATION** :You or your Indian agent are required to install and demonstrate (without any extra charges) satisfactory performance of the equipment in our laboratory within 15 days after its receipt at cdri.

**10. PROTECTION AGAINST DAMAGE :** The equipment must be capable of withstanding power failures and equipment should not be prone to damage due to power failures and trip outs. The normal voltage and frequency condition available at the site are as follows.Normal Voltage:  $230 \pm 10\%$  on single phase or  $415 \pm 10\%$  on 3 phases. Frequency  $50 \pm 5\%$  Hz.Normal Voltage:  $230 \pm 10\%$  on single phase or  $415 \pm 10\%$  on 3 phases. Frequency  $50 \pm 5\%$  Hz.

## 11. **DESTINATION AIRPORT:**IGI AIRPORT, NEW DELHI.

**12. DISPATCH:** The cargo should be addressed to the Director,CDRI ,India duly packed to withstand all types of transportation hazards and every precautions should be taken to avoid loss to our Institute. The cargo should be marked with our Purchase Order No. with date and L.C/DD No. The copy of AWB and Invoice must be sent by fax to 91-522-2629504 within 24 hours of shipment. E-mail: spo@cdri.res.in

In case material been found on receipt to be either wrongly shipped or damaged in a way for which the Insurance Company do not take any responsibility you will have to arrange for free replacement including DO and FRO charges of forwarding agent insurance premium and charges for clearing at New Delhi i.e. DDP CDRI, Lucknow as per Incoterms 2000.

**13. Our LC terms are as follows :** A). Partial shipment- Not permitted. B). Transshipment- Permitted. C). Certificate of Origin issued by the firm & certified by the chamber of commerce in the country of Origin. D). All Bank Charges outside India are to the Account of beneficiary. E). Documents to be presented for negotiation within 21 days from the date of shipment.F). Once a clear L/C is established all further amendment charges shall be to the account of the beneficiary.

## CONSIGNEE:

The Director,CENTRAL DRUG RESEARCH INSTITUTE P.B. 173, BS 10/1, Sector 10, Jankipuram Extension Sirapur Road Lucknow, 226031 TELEFAX : 91-522-2629504/STORES:2618367 Email: **spo@cdri.res.in**, **so.purchase@cdri.res.in**, **store\_officer@cdri.res.in** Order No.2019-20/IND63047PO2

DELIVERY TERMS IS FOR TO CDRI STORES.

**IMPORTANT :** 

(i) Please be sure that letter of Credit Number and our purchase Order Reference Numbers are invariably mentioned clearly in all the Shipping Documents, Packing List along with instruction manual if any, must be kept inside each package.

(ii) RBI & FEMA guidelines of GOVT. OF INDIA do not permit inclusion in CIF value the Commission. Discount or like rebates allowed etc., if any, should please be specified separately in your invoice to enable us emit the same in Indian Rupee to your authorized Indian Agents.

(iii) We now look forward to your acknowledging receipt to this Order.

Section Officer(S&P)/Stores & Purchase Officer Phone:91-522-2618367 91-522-2629504 Fax:91-522-2629504 e-mail: spo@cdri.res.in