भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान बरहमपुर
Indian Institute of Science Education and Research Berhampur
Established by the Ministry of Education, Govt. of India

PROPRIETARY ARTICLE NOTICE

No. IISERBpr/S&P/2025-26/PAC/01 Dt. April 23, 2025

Indian Institute of Science Education and Research (IISER), Berhampur, is an autonomous Institute established under Ministry of Education, Government of India. The Institute needs AMC of Milli Q water purification system on proprietary basis.

2. The following documents are hereby uploaded for open information, to submit objections, comments if any from any manufacturer regarding proprietary nature of the equipment / item: -

i) Proprietary Certificate by the firm

ii) Detailed specifications

3. Objections if any are to be submitted through e-mail to purchase@iiserbpr.ac.in within 14 days from the date of publishing this notice, failing which it will be presumed that no vendor is having any comments to offer and the case will be processed on merits.

23/04/2025.

Stores & Purchase Officer

DETAILED TECHNICAL SPECIFICATIONS

1. Comprehensive AMC service for the milliQ water purification system currently installed at the campus.

2. Service provider needs to visit the site and inspect the ~~chambers~~ system before quoting.

3. Minimum two maintenance visits per year (preventive maintenance visit) and prompt response to breakdown calls.

4. AMC period is 3 years from the date of award of the PO.

5. Common accessories (quantity as per the requirement during the AMC period), need to be included in the AMC quote.

6. Shifting support to new campus (from transit to permanent campus) for dismantling and re-assembly of chambers covered under AMC.

7. Vendor should provide detailed service report for each chamber and its working, authority letter and service support details from OEM.

8. All services will be carried out by well-trained and experienced technicians (dedicated team of service engineers).

9. Additional support wherever possible that can extend the lifetime and usage of the system.

10. In the highly unlikely event that we are not able to fix your appliances for reasons beyond our control, we can mutually agree to close the AMC and we can settle the payment on pro-rata basis.

19/3/25

Signature of Indenter

|To Whom So Ever It May Concern|

Dear Sir/Madam,

We **Merck Life Science Pvt Ltd.** are the reputed manufacturers of Water Purification System **(Milli-Q, Elix etc.)** and have the registered office at Mumbai (*Merck Life Science Private Limited (Formerly Millipore (India) Private Limited) Godrej One, 8th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli – East, Mumbai – 400079*) do hereby authorize **Noble Enterprises,Station Road, 760005 Bramahapur,India** to submit a bid, repair and conclude the contract with you for the above goods manufactured by us.

We hereby extend our full guarantee and warranty during warranty period by the above firm and also give support for repairing. This authorization Letter is valid until **31st March 2027.**

For Merck Life Science Pvt. Ltd.

Merck Life Science Private Limited

Dhirendra Kumar Panda
Account manager - Lab Water
Mobile: + 91 9337353133
Email:dhirendra-kumar.panda@merckgroup.com

MERCK

Our Ref R-10019988.2

Expiration Date: 28/05/2025

To,
The Director,
IISER-Berhampur
Biology
Industrial Training Institute (ITI) Berhampur, Engineering School Road
777 010 Berhampur,India

Terms & Conditions

Price	:	FOR Destination
Delivery	:	4-6weeks from the date receipt of confirmed Purchase Order
Payment	:	30 Days
Quote Validity	:	30 days
GST	:	18% included
Ordering Address	:	Noble Enterprises Mr. Rajesh Choudhury Station Road 760005 Bramahapur INDIA 9437065529

Note:

1. In AMC 2 PREVENTIVE MAINTENACE VISIT WITH 6 MONTHS INTERVAL.

2. BREAK DOWN AND EMERGNCY VISIT - 2 TIME AS ON REQUIRED

1. In case the system is not under AMC, additional service charge will be applicable.

In case there any concerns observed in the invoice / debit / credit notes / advance payment invoices, ('related documents'), they will need to be raised before or at the time of acceptance of the supply (goods & services) made under such invoice and not post acceptance of supply and / or consumption of the goods. The acceptance of supply will deem acceptance of related documents and no changes will be made to the latter post acceptance of the former.

Where the supply made under the related documents has been accepted by & / or taken delivery of by the Purchaser, and the Purchaser for any reason requires new / amended related documents, then the supplies made under the invoice will need to be returned by the Purchaser along with such earlier related documents. Without the receipt of the supplies back, no changes to the original related documents or issuance of new related documents will be made. The time limit to raise subject concerns will be a period of 15 calendar days.

Where the goods for any reason whatsoever are being returned by the Purchaser, it will be the responsibility of the Purchaser to create return E Way Bills, applicable related documents, debit note, obtain requisite approvals from relevant authorities for movement of goods back to Merck and align the related appropriate documentation as applicable under the prevailing laws. Where the goods are being returned from an SEZ premises, the Purchaser will be responsible for payment of tax on clearance for return of goods from the premises back to Merck premises.

GENERAL TERMS AND CONDITIONS OF SALE

1. **Applicability**

1.1 These terms and conditions of sale (these "Terms"), any Sales Documents accompanying or referencing these Terms, and Supplemental Terms, if any, comprise the entire agreement (the "Agreement") between Merck Life Science Private Limited thereof ("Seller") and the purchaser ("Purchaser") with respect to sale of products ("Products") and services ("Services") indicated on Sales Documents. "Sales Documents" means any document, print or digital, provided by Seller in the purchase and sale process, including but not limited to quotations, invoices, documents confirming, acknowledging or accepting an order ("Order Confirmation") and shipping documents. If the parties have signed a contract applicable to the sale of certain Products and/or Services, the terms of such contract shall prevail to the extent they are inconsistent with these Terms.

1.2 These Terms prevail over any Purchaser's terms regardless of when such terms are provided. Fulfilment of Purchaser's order does not constitute acceptance of any of Purchaser's terms and does not serve to modify or amend these Terms.

1.3 Certain Products and Services may be subject to additional terms ("Supplemental Terms") not contained herein, which, when applicable, may be referenced on or provided with Sales Documents or Seller's websites or provided by Seller upon request.

1.4 The Agreement between Seller and Purchaser is created when Seller confirms, acknowledges or begins to fulfil Purchaser's order. Purchaser may not modify or cancel the Agreement without Seller's express written consent. Modification or cancellation may require payment by Purchaser of certain costs incurred by Seller.

2. **Delivery and Performance**

2.1 Delivery dates provided by Seller are non-binding and time of delivery is not of the essence. Seller shall not be liable for any delays, loss or damage in transit.

2.2 Unless otherwise agreed in writing, Products are shipped using Seller's standard packaging and shipping methods, for which fees may apply. Unless otherwise agreed upon in writing by the parties or set forth on an Order Confirmation, delivery of Products shall be made CPT Purchaser's Ship-To Address (INCOTERMS® 2010), freight costs shall be prepaid by Seller and added to its invoice to Purchaser, and title to Products (excluding any Software) passes to Purchaser upon arrival at the destination.

2.3 Seller may, in its sole discretion, make partial shipments of Products and invoice immediately therefor. Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfilment of Purchaser's order.

2.4 With respect to certain Products, Seller reserves the right to (a) require the purchase of entire lots; and (b) allocate supply, to the extent such allocation is deemed necessary by Seller, among any or all customers (including Seller's affiliates and distributors) at its sole discretion, without liability for any failure of performance which may result therefrom.

2.5 Seller shall determine the location of Services. If Services are provided at Seller's site or a third-party site authorised by Seller, Purchaser shall be responsible for any shipping and transportation costs, including any insurance costs, if applicable. If Services are provided at Purchaser's site or another site under Purchaser's control, Purchaser shall (a) cooperate with Seller in all matters relating to the provision of Services and provide access to premises and facilities as may reasonably be necessary or requested, including a safe work environment; (b) promptly provide any requested materials, direction, information, approvals, authorisations, or decisions ("Information"); and (c) ensure that such Information is materially complete and accurate.

3. **Use of Products**

3.1 Purchaser shall (a) comply with all instructions, limitations, specifications, use statements or conditions of use made available by Seller, including but not limited to product data, product information, safety data sheets, limited use information and labelling ("Use Documents"), and (b) properly test, use, manufacture and market Products and/or materials produced with Products.

3.2 Purchaser acknowledges that Products are not tested for safety and efficacy in food, drug, medical device, cosmetic, commercial or any other use, unless otherwise explicitly stated in Use Documents. Purchaser is solely responsible for: (a) obtaining any necessary intellectual property permission related to the use of Products, (b) compliance with all applicable regulatory requirements and generally accepted industry standards, and (c) conducting all necessary testing and verification, including for fitness for the intended purpose.

3.3 If the applicable Use Documents, including but not limited to the limited use label licence, indicate that the Products are offered and sold for research purposes only, Purchaser has no express or implied authorisation from Seller to use such Products for any other purpose, including, without limitation, in vitro diagnostic purposes, in foods, drugs, medical devices or cosmetics for humans or animals or for commercial purposes. Purchaser shall not market, distribute, resell or export Products for any purpose, unless otherwise agreed by Seller in writing.

4. **Inspection and Rejection of Nonconforming Products**

4.1 Purchaser shall inspect Products no later than two (2) days after receipt ("Inspection Period"). Purchaser will be deemed to have accepted the received Products unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period, furnishing evidence or other documentation if required. "Nonconforming Products" means only those delivered Products, or quantity thereof, which are different than identified in the Order Confirmation.

4.2 If notified in accordance with Section 4.1, Seller shall, in its sole discretion, (a) replace such Nonconforming Products with conforming Products, or (b) credit the price for such Nonconforming Products or, in the event of partial delivery, adjust the invoice to reflect the actual quantity delivered. Seller reserves the right to inspect Products. Purchaser acknowledges and agrees that the remedies set forth herein are the exclusive remedies for delivery of Nonconforming Products.

4.3 Any returns, if authorised, shall be handled in accordance with Section 8 below.

5. **Price and Payment**

5.1 Purchaser shall purchase Products and Services from Seller at the prices offered by Seller, including but not limited to prices in a valid quotation or prices on a published price list valid as of date of the applicable Order Confirmation. If there is a price increase before Products are shipped, then the Agreement shall be construed as if the increased prices were originally inserted therein, and Purchaser shall be invoiced by Seller in accordance therewith.

5.2 All prices are exclusive of all sales, use, and excise taxes, goods and service tax (GST), duties, customs, tariffs, and any other similar taxes or charges of any kind imposed by any governmental authority or quasi-governmental authority on any amounts payable by Purchaser. Purchaser shall be responsible for all such taxes and charges; provided, however, that Purchaser shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

5.3 Purchaser shall pay all invoiced amounts within thirty (30) days from date of invoice to the specified bank account or as otherwise instructed.

5.4 Purchaser shall pay interest on all late payments at the lesser of (a) the rate of eighteen percent (18%) per annum or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Purchaser shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law, Seller may, without notice to Purchaser, delay or postpone delivery of Products and/or performance of Services and may, at its option, change the terms of payment with respect to any undelivered Products and/or unperformed Services.

5.5 Purchaser shall not withhold payment of any amounts due and payable hereunder by reason of any set-off of any claim or dispute with Seller.

5.6 In case there are any concerns observed in the invoice / debit / credit notes / advance payment invoices, ('related documents'), they will need to be raised before or at the time of acceptance of the supply (goods & services) made under such invoice and not post acceptance of supply and / or consumption of the goods. The acceptance of supply will deem acceptance of related documents and no changes will be made to the latter post acceptance of the former.

5.7 Where the supply made under the related documents has been accepted by & / or taken delivery of by the Purchaser, and the Purchaser for any reason requires new / amended related documents, then the supplies made under the invoice will need to be returned by the Purchaser along with such earlier related documents. Without the receipt of the supplies back, no changes to the original related documents or issuance of new related documents will be made. The time limit to raise subject concerns will be a period of 15 calendar days.

5.8 Where the goods for any reason whatsoever are being returned by the Purchaser, it will be the responsibility of the Purchaser to create return E Way Bills, applicable related documents, debit note, obtain requisite approvals from relevant authorities for movement of goods back to Seller and align the related appropriate documentation as applicable under the prevailing laws. Where the goods are being returned from an SEZ premises, the Purchaser will be responsible for payment of tax on clearance for return of goods from the premises back to Seller's premises.

6. **Software and Use Documents Licence Terms**

6.1 If any software or Use Documents is provided or licensed by Seller to Purchaser, including software provided together or in connection with any Products or Services ("Software"), the terms provided with such Software or Use Documents shall apply. If there are no terms provided therewith, these Terms, including this Section 6, shall apply.

6.2 Seller grants Purchaser the right and licence to use the copy of the Software and the Use documents as provided by Seller. The licence rights granted herein may not be transferred to another party unless such party agrees in writing to comply with these Terms. In any case, Software provided together or in connection with any Products or Services shall not be transferred separately from such Products or Services.

6.3 The Software, Use Documents and related intellectual property rights including, without limitation, copyrights are owned by Seller, an affiliate, and/or certain suppliers of Seller or its affiliates, and title to the Software, Use Documents or respective intellectual property rights shall not pass to Purchaser or any other third party. Purchaser understands that its use of any third-party software is subject to, and it will comply with, the terms of any applicable third-party licence agreements or notices and to the rights of any other third-party owners or providers of software or firmware included in the Software.

6.4 Purchaser shall (a) only use the Software and Use Documents with Products or Services with or for which it is provided or for a purpose within the scope of the application for which it is provided, (b) not cause or permit any reverse engineering, disassembly, de-compilation, modification or adaptation of the Software or the combination of the Software with any other software, or (c) not move the Software to any country in violation of United States Foreign Asset Control Regulations or other applicable import or export control regulations.

6.5 Any replacements, fixes or upgrades of the Software shall be provided subject to the same restrictions and other provisions contained herein, unless such replacement, fix or upgrade is provided with a separate licence agreement. Any such replacements, fixes or upgrades shall be provided at prices and payment terms as specified by Seller.

7. **Limited Warranties**

7.1 Seller warrants to Purchaser that Products will conform to Seller's published specifications for (a) one (1) year from the date of shipment of Products or (b) the remaining shelf life or the period prior to the expiration date of Product, whichever is shorter.

7.2 Seller warrants that Services shall be performed in a professional and workmanlike manner in accordance with generally recognised industry standards for similar services and Seller shall devote adequate resources to meet its obligations under the Agreement. Any claim that Seller has breached the obligation herein must be made within the ninety (90) day period after the performance of the applicable Services.

7.3 Seller warrants that the Software, including any upgrades thereto, will materially conform to published specifications for one (1) year from date of delivery.

7.4 Except for the warranties set forth above, Seller makes no warranty whatsoever with respect to Products (including any uses thereof), Services, the Software or any technical assistance or information that it provides, including (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; or (c) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. Any suggestions by Seller regarding use, selection, application or suitability of Products shall not be construed as an express or implied warranty.

7.5 The limited warranties set forth above do not apply unless: (a) Purchaser gives written notice of the defect(s) to Seller immediately upon discovery; (b) if applicable, Seller is given reasonable opportunity to examine the relevant Products, Services or Software; and (c) the defect(s) are verified by Seller.

7.6 The limited warranty set forth in Section 7.1 does not apply if: (a) a defect arises as a result of a breach of the obligations in Section 3; (b) any unauthorized installation, repairs, modifications, upgrades, maintenance or other servicing of Products occurs; (c) a defect arises as a result of normal wear and tear or lack of proper maintenance; or (d) Products are used beyond the shelf life or expiration date as set forth in the applicable Use Documents.

7.7 The limited warranty set forth in Section 7.2 does not apply if an equipment failure or defect results directly or indirectly from the following: (a) non-compliance with Use Documents; (b) any misuse, theft, water flow-back, neglect or wrongful act by Purchaser, its contractors or agents; (c) accidents or shipping related damage; (d) electrical failure; (e) vandalism, explosion, flood or fire, weather or environmental conditions; or (f) any unauthorised installation, repairs, modifications, upgrades, maintenance or other servicing. If this limitation applies but Seller, at its sole discretion, elects to re-perform the applicable Services, Purchaser may be charged for fees and expenses, including but not limited to travel costs and any working time of Seller's employees, contractors or agents (at list rate).

7.8 The limited warranty set forth in Section 7.3 does not apply to any defects arising out of or relating to (a) Purchaser's breach of Section 6.4; (b) Purchaser's failure to promptly install required updates; or (c) the operation of Purchaser or a third-party system or network.

7.9 Subject to the conditions set forth above in this Section, including the time limitations set forth in Sections 7.1, 7.2 and 7.3, Seller shall, in its sole discretion (a) with respect to Products or Software, either repair or replace Products or Software (or the defective part thereof) and if Seller is unable to repair or replace, Seller shall credit the price of such Products, Software or the part thereof; or (b) with respect to Services, re-perform the applicable Services or credit the price of such Services at the pro rata contract rate. The remedies set forth herein shall be Purchaser's sole and exclusive remedy and Seller's entire liability for any breach of its warranty.

8. **Returns**

Purchaser shall not return Products without Seller's prior written consent. Seller reserves the right to inspect Products at Purchaser's site and/or require disposal instead of return. All returns must be in compliance with Seller's instructions and may be subject to a restocking charge. Certain Products (e.g. diagnostic reagents; refrigerated or frozen products; custom Products or special orders) may not be returned under any circumstances. Title to returned Products shall transfer to Seller upon acceptance at the facility designated by Seller. Any returned Products must be in their original packaging with the original label affixed, and unaltered in form and content.

9. **Limitation of Liability and Indemnification**

9.1 Purchaser assumes all risk and liability for loss, damage or injury to persons or to property of Purchaser or others arising out of (a) the transport, storage or use of Products or Software, including infringement of any third-party intellectual property rights resulting from Purchaser's specific use of Products or Software and (b) any provision or use of Services. If Seller's performance of its obligations is prevented or delayed by any act or omission of Purchaser, its agents or subcontractors, Seller shall not be deemed in breach of its obligations or otherwise liable for any costs, charges, or losses sustained or incurred by Purchaser or others, in each case, to the extent arising directly or indirectly from such prevention or delay.

9.2 Purchaser shall indemnify and hold Seller, its affiliates, and their respective agents, employees, and representatives, harmless from and against all claims, damages, losses, costs and expenses (including attorney's fees) (a) arising from or in connection with the transport, storage, sale or use of Products, (b) resulting from Purchaser's breach of the Agreement, and/or (c) arising from the negligence, recklessness or misconduct of Purchaser, its affiliates, or their respective agents, employees, partners or subcontractors.

9.3 Except as otherwise expressly provided herein, Seller shall not indemnify nor be liable to Purchaser or any person or entity for any claim, damage or loss arising out of the Products, including the sale, transport, storage, failure, use or distribution thereof, the provision of Services, or the licence of Software regardless of the theory of liability, including but not limited to warranty, negligence or strict liability. In addition, Seller shall not be liable for incidental, consequential, indirect, exemplary or special damages of any kind, including, without limitation, liability for loss of use, loss of work in progress, loss of revenue or profits, cost of substitute equipment, facilities or services, downtime costs, or any liability of Purchaser to a third party. The total liability of Seller hereunder shall not exceed the purchase price of Products or Services, or the licence fee of Software involved. Without limiting the provisions regarding and limiting warranty claims hereunder, all claims must be brought within one (1) year of delivery of Products or Software or performance of Services, regardless of their nature.

10. **Compliance with Laws**

Purchaser shall comply with all applicable laws, regulations and ordinances, including but not limited to those pertaining to the following: export control, pharmaceutical, cosmetic and food preparations, electrical or electronic waste, introduction or production and use of chemical substances and bribery and corruption (e.g. Foreign Corrupt Practices Act and UK Bribery Act). Purchaser shall maintain in effect all required licences, permissions, authorisations, consents, and permits. Purchaser shall comply with all applicable export and import laws in its purchase of Products hereunder and assumes all responsibility for all shipments governed by such laws. Seller may terminate the Agreement or suspend delivery if any governmental authority imposes anti-dumping or countervailing duties or any other penalties on Products.

11. **Termination**

In addition to any other remedies provided hereunder, Seller may immediately terminate the Agreement upon written notice if Purchaser: (a) fails to pay any amount when due; (b) has not otherwise performed or complied herewith, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganisation , or assignment for the benefit of creditors.

12. **Confidential Information**

All non-public, confidential or proprietary information, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" is confidential and may not be disclosed or used by Purchaser for its own use, including but not limited to filing any patent applications disclosing or based on such confidential information, unless authorised in advance in writing by Seller. Upon request, Purchaser shall promptly return or destroy all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this section. This section does not apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

13. **Force Majeure**

Neither party will be in default of any obligation under this Agreement (other than obligations to pay money) to the extent performance is prevented or delayed by a Force Majeure Event. A "Force Majeure Event" shall include any occurrence beyond the reasonable control of a party, including without limitation: act of nature (e.g., flood, earthquake or storm); war or terrorism; civil commotion or riot; epidemic or pandemic (e.g., COVID-19); destruction of facilities or materials; fire or explosion; labour disturbance or strike; laws, regulations, directives or orders of any government, regulatory or judicial authority; embargo, shortage of raw materials or labour; equipment failure; or failure of public utilities or common carriers. The party declaring a Force Majeure Event will notify the other party in writing, explaining the nature thereof, and will also notify the other party of the cessation of any such event. A party declaring a Force Majeure Event will use commercially reasonable efforts to remedy, remove, or mitigate such event and the effects thereof. Upon cessation of the Force Majeure Event, performance of any suspended obligation or duty will promptly recommence.

14. **Miscellaneous**

14.1 No Waiver. No waiver by Seller of any provisions of the Agreement is effective unless explicitly set forth in writing. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement operates, or may be construed, as a waiver thereof.

14.2 Assignment. Purchaser shall not assign any of its rights or delegate any of its obligations under the Agreement without Seller's prior written consent. Any purported assignment or delegation in violation hereof is null and void. No assignment or delegation relieves Purchaser of any of its obligations hereunder.

14.3 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14.4 No Third-Party Beneficiaries. The Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature.

भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान बरहमपुर
Indian Institute of Science Education and Research Berhampur
Established by the Ministry of HRD, Govt. of India

PURCHASE ORDER

Purchase Order No.: P/BIO/2019-20/ 31

Date: May 13.2019.

M/s Noble Enterprises
Station Road, Berhampur.
E Mail- noble2@bsnl.in , mail.noble2@gmail.com

Subject: Purchase order against your quotation No: NE/IISER dated December 09, 2018.

Our Reference: NIT No. IISERBpr/S&P/2018-19/69 dated December 11, 2018.

Sir/Madam,

1. With reference to above quotation in the NIT No. IISERBpr/S&P/2018-19/69 dated December 11, 2018 and on the basis of recommendation of Technical Committee duly approved by Director, the purchase order is hereby released for supply of the below mentioned items in accordance with the terms and conditions set out here below.

2. Please acknowledge acceptance of the purchase order within 14 days from the date of issue of Purchase Order.

Sl. No	Item Description	Qty	Cost ₹	GST@5% ₹	Total Value ₹
I.	Water Purification system HSN Code- 84212190 (Specifications as per Section IV of NIT Tender Document)	01	8,65,600.00	43,280.00	9,08,880.00
Total Purchase Order Value (F O R IISER Berhampur)					**9,08,880.00**

Amount in Words- (Rupees- Nine Lacs Eight Thousand Eight Hundred Eighty Only)

Warranty – 1 Year on-site warranty from the date of successful installation of the equipment.

3. **Other Terms and conditions: -**

I. Payment: Mode: 100% payment shall be made after delivery, installation and acceptance subject to submission of S.D of 10 % in form of DD/BG up to 60 (sixty) days beyond the Warranty period.

II. Freight: F O R IISER Berhampur.

III. Delivery time: 6 to 8 weeks from date of release of Purchase Order. Penalty @1% per week or part there of subject to a maximum of 10% of the delivery price will be deducted from your bills if supply is not completed within stipulated period or valid extension obtained.

IV. Insurance to be arranged by supplier.

V. Your offer and our purchase order will form a valid contract between us.

VI. Advance intimation of Dispatch (most important). The supplier shall give advance intimation to the consignee by mail. purchase@iiserbpr.ac.in, Ph. +916802227708/709/707

VII. Remarks: *IISER BERHAMPUR GST:* 21AABAI0732K1Z5

Postal and Shipping Address: -

Indian Institute of Science Education and Research Berhampur
Transit Campus, Govt. ITI Berhampur,
Engineering School Road, NH-59
Berhampur - 760010, Ganjam District, Odisha
India.

Yours faithfully

Acting Store & Purchase Officer
for and on behalf of Director IISER Berhampur.

Stores & Purchase Officer
Dept. Of S & P
IISER Berhampur

भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान बरहमपुर
Indian Institute of Science Education and Research Berhampur
Established by the Ministry of HRD, Govt. of India

CENTRAL STORE & PURCHASE SECTION

Terms & Conditions for Supply of the articles

IISER BERHAMPUR GST: 21AABAI0732K1Z5
E-Mail: purchase@iiserbpr.ac.in   Phone No: +916802227709/707

PO No.: P/BIO/2019-20/ 31   Date: May 13, 2019.

I. The article supplied should be exactly according to the specifications laid in purchase order. Any article found defective or deviating from the specification will not be accepted and returned at your risk and cost. In case of furniture the supply should be done exactly as per the sample provided by you.

II. All the consignments securely packed should be booked with freight paid, insured & addressed to the Director, IISER Berhampur.

III. GR/TR/RR and Bills in triplicate along with freight and insurance receipt etc. Should be sent to Stores & Purchase Officer, Purchase section directly.

IV. Demurrage, where as if any, on account of late receipt of GR/TR/RR will be chargeable to you.

V. No Goods will be accepted by the institute unless delivery challan/Packing slips give full details of the purchase Order No. In absence of any of the above, the institute will not be held responsible for refusing to take the delivery of the goods. Parcels sent through post parcel and V.P.P must bear the number of the Purchase Order and date on the wrapper.

VI. If goods are rejected, notice of such rejection shall be given to you. On receipt of such notice the rejected goods must be removed immediately at the supplier's expense and replaced by the other goods to be approved. All the rejected goods pending removal will remain in our premises at supplier's risk.

VII. Please indicate GST registration No. on the bill and proforma invoice to facilitate the payment. In case of payments against delivery, please send proforma invoice mentioning purchase order no. This requires to prepare cheque for advance payment against delivery.

VIII. Technical Literature working/installation instruction must accompany with all machines and equipment.

IX. The delivery must be completed within specified period. the order is liable to be cancelled if no extension for delivery period is sought before the expiry of deliver period or suitable penalty will be impounded.

X. Any dispute out of this purchase order is subject to the jurisdictions of Berhampur city court only.

Local delivery must be made at central stores only.

XI. Please furnish the following certificate on the bill: - "Certified that the goods on which GST has been charged have not been exempted under the rules made thereunder and the amounts charged on account of GST on these goods are not more than what is payable under the provisions of relevant act/ rules made there under".

XII. Local agent / OEM is required to submit BG equivalent to 10 % of Purchase Order Value valid up to 18 months within 14 days from order acceptance, however it should be ensured that the BG should remain valid till 60 days beyond the date of warranty period.

XIII. Please send acceptance of the purchase order as well as the terms and conditions for supply of the above mentioned materials /items within one week of receipt of this letter. If no reply /acceptance is received within one week of receipt of this letter, it shall be assumed that you are not interested to supply the items. Accordingly, the purchase order shall be liable to be withdrawn for all intents and purpose. this period of one week shall not be disconnected from the total period of supply of the item.

Acting Stores & Purchase Officer
for and on behalf of Director IISER Berhampur

Stores & Purchase Officer
Dept. Of S & P
IISER Berhampur