



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/06

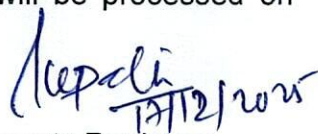
Dt. December 17, 2025

Indian Institute of Science Education and Research (IISER), Berhampur, is an autonomous Institute established under Ministry of Education, Government of India. The Institute needs 3 year AMC for 700 MHz NMR with magnet system and Cryoplatfrom system including Cryokit and services 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 07 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.


Deputy Registrar
Stores & Purchase Officer



Bruker India Scientific Pvt Ltd.

Unit Number 609, 6th floor, West Wing,
Satellite Gazebo, Guru Hargovindji Marg,
Andheri Ghatkopar Road,
Andheri East, Mumbai 400093.
Tel. +91 (22) 61128811
Fax +91 (22) 61128830
www.bruker.com
CIN No. U33125MH2006FTC165541
Manmohan Vyas
Regional Sales Manager After Market - India
Mobile: +91 9555721222
Email: Manmohan.Vyas@bruker.com

To

The Director,
IISER, Berhampur.
Transit Campus,
ITI Building, Engineering School Road,
Berhampur – 411025,
Orissa, India.

Date: 28.11.2025

PROPRIETARY CERTIFICATE

This is to certify that **Bruker India Scientific Pvt Ltd** is only authorized to providing services, spare, consumables, and factory trained refilling of helium and support for its systems in India for easy operations and support.

We would like to confirm that offer provided for **LabScape Essential contract AVANCE NEO 400 MHz NMR spectrometer [414859/12660741] & AVANCE NEO 700 MHz NMR spectrometer [414891/ 12661168]** to IISER, Berhampur as per our quotation no. **22434637 & 22434659** Date: **26.11.2025** quoted items are a Bruker product and of a proprietary nature.

Bruker systems are supported by trained and highly skilled team of engineers and we strongly advise to handle sophisticated systems like NMR with great care to avoid any problems, financial losses and accidents.

Place: - Mumbai
Date: - 28.11.2025

Signature of Bidder
FOR Bruker India Scientific Pvt Ltd
Name MANMOHAN VYAS
REGIONAL SALES MANAGER AFTERMARKET – INDIA



[Handwritten signature]
16/12/2025

(As per the Delegation of Power)

As per Delegation of Authority (Financial):

CFA	Upper Limit
HoDs	₹ 25,000
Deans	₹ 1,00,000
Registrar	₹ 2,50,000
DoRD (Extra-mural Fund)	Within sanctioned budget
Director	No upper limit (as per sanctioned budget)

Annexure – I

DETAILED TECHNICAL SPECIFICATIONS

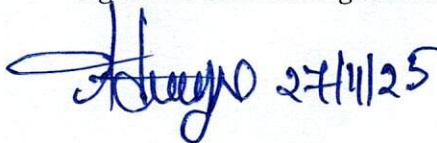
Technical Specification

**AMC for BRUKER AVANCE NEO 700 NMR spectrometer system with Magnet
MAINTENANCE AGRE. LABSCAPE ESSENTIAL(AMC)**

1. Labscape Select for 700MHz NMR instrument (AMC)- The AMC for the 700 MHz NMR instrument including magnet, Probes (TXI, TCI, ATMA), BCU-II, Console and all services.
2. Complete Scope of works under the AMC of 700 MHz NMR instrument.
 - 2.1 The AMC of the instrument covers the whole system, magnet quench recovery and remote monitoring with magnet coverage.
 - 2.2 The AMC of the instrument covers the Console with One Preventive maintenance (filter replacement each year, fans replacement after 5 years, and PC replacement after 3 years)
3. Probes to be covered
 - 3.1 The AMC covers **PA TXI 700S3 H-C/N-D-05 Z Z123730 52 and CP2.1 TCI 700S3 H-C/N-D-05 Z XT Z168381 3**
 - 3.2 The AMC covers ATMA probe and services.
4. BCU-II and services. - The AMC covers BCU-II and services.
5. CU5 unit and services (Cryo Kit and services)- Yearly Maintenance CU5 unit (Cryo kit small and big with services).
6. Breakdown visits:- 2 visits per year in addition to emergency visits as per requirement within contract period.
7. Helium Supply and Refilling- The AMC includes Supply of Liquid Helium of 300 litres and refilling within the contract period.

 26/11/25

Signature of Indenting Officer

 27/11/25

 28/11/25

STATEMENT OF CASE

(for Goods / Services valued above ₹ 50 lakh)

1. **Name of the item:** 3 Year AMC of 700 MHz NMR with the magnet system and cryo-platform system Including Cryokit and services
2. **Quantity required** 3 year AMC
3. **Estimated cost ₹** 18,478,085.30 (including 18% GST)
4. Brief write about the item:

Annual maintenance contract (AMC) is required to maintain the high-end 700 MHz NMR spectrometer with cryo-platform.

5. Broad Purpose of the item being procured

Annual maintenance contract services for the 700 MHz NMR spectrometer with cryo-platform

6. Details of previous purchases if any: None

7. Probable suppliers: **Bruker India Scientific Pvt Ltd**

8. Rates obtained from other organisation:


26/11/25
Signature of Indenting Officer

Remarks of HoD/ Section In-Charge

Quotation no.: 22434659



Item	Material/Description	Quantity	Unit price INR	Amount INR
20	LABSCAPEESSENTIAL MAINTENANCE AGRE. LABSCAPE ESSENTIAL Equipment: 12661168 AVANCE NEO 700 MHz NMR spectrometer Serial number: 414891 HSN/SAC Code: 998719 Contract Period: 01-01-2027 to 31-12-2027 Labscap Select- Magnet Quench recovery and remote monitoring with magnet coverage Labscap Essential - Console - One PM (filter replacement each year, fans replacement after 5 years, and PC replacement after 3 years) Labscap Essential- Probe PA TXI 700S3 H-C/N-D-05 Z Z123730 52 atma labscap Essential- BCU II Labscap Essential- CP2.1 TCI 700S3 H-C/N-D-05 Z XT Z168381 3 Labscap Essential- Yearly Maintenance CU5 unit Breakdown visits- 2 Visits within contract period Helium Supply 300 litres and refilling within the contract period Any Extra helium needed will be purchased by customer separately.	1 PC	5,204,028.32	5,204,028.32
30	LABSCAPEESSENTIAL MAINTENANCE AGRE. LABSCAPE ESSENTIAL Equipment: 12661168 AVANCE NEO 700 MHz NMR spectrometer Serial number: 414891 HSN/SAC Code: 998719 Contract Period: 01-01-2028 to 31-12-2028 Labscap Select- Magnet Quench recovery and remote monitoring with magnet coverage Labscap Essential - Console - One PM (filter replacement each year, fans replacement after 5 years, and PC replacement after 3 years) Labscap Essential- Probe PA TXI 700S3 H-C/N-D-05 Z Z123730 52 atma labscap Essential- BCU II Labscap Essential- CP2.1 TCI 700S3 H-C/N-D-05 Z XT Z168381 3 Labscap Essential- Yearly Maintenance CU5 unit Breakdown visits- 2 Visits within contract period Helium Supply 300 litres and refilling within the contract period Any Extra helium needed will be purchased by customer separately.	1 PC	5,724,431.16	5,724,431.16

Bruker India Scientific Pvt Ltd

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TEL. +91 22 6112 8813
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CIN : U33100MH1985PTC035138
PAN : AAACB2346K
TAN : MUMB11605G
GSTN : 27AAACB2346K1ZR

Bank of America
A Wing, One BKC, 'G' Block, Bandra Kurla Complex, Bandra east, Mumbai 400051, Maharashtra, India
Bankers MICR Code : 400032002
Account No. : 620573155015
NEFT IFSC Code : BOFA 0MM6205
RTGS IFSC Code : BOFA 0MM6205
Account Type : Current

Authorized Signatory
Bruker India Scientific Pvt Ltd

Quotation no.: 22434659



Item	Material/Description	Quantity	Unit price INR	Amount INR
	Net		INR	15,659,394.32
	IGST		18.00%	2,818,690.98
	Gross		INR	18,478,085.30

Billing Plan: Advance half yearly

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Item	Material/Description	Quantity	Amount INR
	b. The Insurance for the defective probe during to and fro transit will be to customer's account. c. Logistics, packing, forwarding will be on customer's account unless explicitly agreed in the contract. d. Customer has to agree to our repair estimate in writing before sending probe to our repair center. e. After inspection final repair estimate will be submitted to the customer and after receipt of valid purchase order, repairs will be initiated. f. In the event it is not possible, to repair the probe in our Bangalore centre, the probe will have to be sent to our factory in Switzerland/Germany for further repairs. g. In case of repairs at our factory, customer has to arrange all the Customs and RBI documentation, including insurance, logistics and packing and transportation (to and fro). h. After inspection at our factory a final repair estimate will be submitted to the customer by Bruker India and after receipt of valid purchase order, repairs will be initiated. i. After repairs probe will be returned to the customer and all charges pertaining to customs, clearance, IGST etc. are due on customer account. j. Bruker will not be responsible for any penalties, arising due to late clearance, demurrages charges etc. n) Bruker service personnel will contact buyer within 48 hours after receiving complaint in written, solution will be provided appropriate as contract, an attempt will be made using telephone, remote and if unsuccessful, a visit will be plan based on contract conditions, also evaluating situation and suitability for a visit. o) Although we will try our best efforts to respond in time, still in present COVID situation we cannot commit or guarantee anything about physical visit for 48 hours. p) Customer will provide necessary consumables, samples, standards and any required material needed to complete the maintenance activity. GXP standards, all kind of liquid standards, solid standards to be purchased in advance by customer time to time before it's expiry and should be presented during calibration or preventive maintenance. LabScape Connect - based on a secure remote connection (e.g. WebEx™ or TeamViewer™), we are able to connect to verify the health of your system allowing us to detect abnormalities that could have a serious detrimental impact on the uptime of your instrument. Further remote monitoring services allow us to detect many issues that could cause a magnet quench before it actually happens! LabScape Essential - included in this agreement is the replacement of critical components that are prone to failure due to wear and tear or life expectancy. Specified critical components with a life expectancy of 5 years or less are routinely replaced resulting in the almost complete elimination of spontaneous failure due to wear or aging. Also included is Planned Maintenance and inspection giving a complete overview of the system status and condition with full OQ (Operational Qualification) documentation provided to verify correct instrument performance. LabScape Comprehensive - our ultimate agreement enabling Bruker to respond in the shortest possible time and eliminating administrative delays (e.g. obtaining budgetary authorisation, raising purchase orders, etc.). Covered by this agreement level are all parts, site visits and labor & travel costs related to hardware failure. Any required breakdown repairs from minor to major and costly (e.g. a magnet quench) are fully covered. Of course, also included is any and all		

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Bruker India Scientific Pvt Ltd

Quotation no.: 22434659



Item	Material/Description	Quantity	Amount INR
	necessary Planned Maintenance to ensure smooth running with minimal downtime. The LabScape Comprehensive agreement ensures full peace of mind whilst protecting your investment in your Bruker analytical instrumentation. Please refer to below link for detailed terms and conditions for Bruker labscape products, definitions about products and their scope cover, other regular definitions for labscape products can be read from this link, it can be referred for any detailed information, special conditions if any as per contract sold are given in scope separately by Bruker India. https://www.bruker.com/fileadmin/user_upload/8-PDF-Docs/AboutUs/TermsConditions/TCLabScape_Agreement_General_-_Switzerland_-_English.pdf 2. PRICE Quoted prices do not include GST or any other local sales, use or similar taxes, which Buyer shall additionally be liable to pay. Accordingly, in addition to the prices specified on the clause 2, the amount of any applicable GST, Local sales, use and/or similar taxes will appear as separate items on the invoice and will be paid by Buyer unless prior to shipment Seller receives an appropriate tax exemption certificate from Buyer. 3. BILLING & PAYMENT TERM Mode of Payment: Wire Transfer/Demand Draft • Bank Name: Bank of America NA, BKC Branch, • Account Type: Current Account • Account No: 620573155015 • IFSC Code: BOFA0MM6205 Any Previous Payment must be settled immediately within 10 days after this contract is signed and in force. Any overdue may subject to the Interest charged by the BRUKER INDIA from Customer @ 18% from 1st Day of the overdue. The interest chargeability will be solely dependent upon decision taken by the management of the BRUKER and in case if it is decided to charge interest due on delayed/overdue payment, Customer accept that it will honour the demand as per this clause Bruker may suspend its contractual obligations as long as overdue payments are outstanding or may terminate with immediate effect and in that case all obligations of BRUKER INDIA shall cease in the event 4. PURCHASE ORDER Order to be placed on Bruker India Scientific Pvt Ltd Unit No 609, 6th Floor, West Wing, Satellite Gazebo Guru Hargovindji Marg, Andheri Ghatkopar Road; Andheri East, Mumbai – 400093 5. WORK OUTSIDE SCOPE Any service which BRUKER INDIA provides outside the agreed scope of this contract it will be		

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Item	Material/Description	Quantity	Amount INR
	separately billed by BRUKER INDIA to Customer at Bruker's applicable rates Unless specified explicitly in the quotation, this contract applies only to defects in material and workmanship in covered products and is not to be interpreted as providing full-service coverage for such items as routine maintenance, adjustments, or recalibration as defined by the instrument manual. This contract covers only parts and labor furnished by BRUKER INDIA on Products and Accessories of its own manufacture. Items not manufactured by BRUKER may be repaired or replaced according to the original manufacturer's warranty terms, if any, but BRUKER accepts no responsibility for failure of the original manufacturer to perform under its warranty obligations. 6. TERMINATION This contract may be terminated at any time by either party on 30 days' written notice with detail reason of such termination. Any refunds or additional charges shall be on pro-rata basis. BRUKER INDIA shall calculate the prorated price of this contract from its effective date until the termination date plus a 10% cancellation fee. Any payments made by Buyer to BRUKER INDIA in excess of this amount shall be credited to the Buyer's account within thirty (30) days of the Termination date after adjusting any other legitimate dues to be collected from Buyer. Any unpaid portion of this amount shall be immediately due upon Buyers receipt of an invoice from Bruker India. 7. ACCESS & ASSITANCE Customer will allow access to its site to the BRUKER to enable them to provide service to the customer covered by this contract. Service work on Saturdays, Sundays and public holidays are excluded in general. Customer also agrees that it will give all the reasonable co-operation in providing manual labor /equipment to assist in moving or transport of heavy items and services of electricians, plumbers, masons, carpenters or other craftsmen where such services may be necessary for modifying or correcting the customer's facilities if it is required so to ensure functioning of Equipment under this contract. Such services are to be provided promptly. 8. RESPONSIBILITIES All services are to be performed in good faith, but no responsibility can be assumed for delays under the situation of Acts of the God, Damages caused due to rats/rodents, decrees or acts of Government, Epidemics, Natural calamities, strikes, delays of transportation/interruption of business of either party or other causes beyond our control. Any delay or Failure from customer to pay the dues as per clause 3 will absolve Service provider from any responsibility whatsoever under this contract 9. EXCLUSIONS The following are expressly not covered under this contract: a. Anything comes under FORCE MAJEURE as defined in Clause 4 of General Standard T&C b. Any service required by a failure resulting from actions by someone other than our personnel or our contractors c. Any service required by (1) your failure to fulfill your responsibilities under the contract;		

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Quotation no.: 22434659



Item	Material/Description	Quantity	Amount INR
	(2) the failure of anyone other than us or our service contractor to comply with our instructions or recommendations; (3) any alteration or improper storage, handling, use or maintenance of any part of the magnet by anyone other than us or our service contractor; and (4) anything external to the Covered Equipment, including building deficiency, power surge, fluctuation or failure, and air conditioner failure. d. Any loss, damage, and/or instrument malfunction relating in any way to: • Shipping or storage; • Accident, abuse, alteration, misuse, or neglect; • Breakage or abuse of parts; • Operation other than in accordance with correct operating procedures; • Tampering with the system (e.g. modification or tampering with one part of the instrument can, in some cases, affect another part of the instrument); • Lack of routine care and maintenance, such as lubrication and cleaning, as indicated in the operating manual; • Inadequate utility service, failure of electrical or other energy supplies, incorrect physical environment or other inadequate facilities or utilities as indicated in the operating manuals and/or pre-installation instructions; • Chemical action or contamination; • CMC/AMC does not cover filters, glassware, glass accessories, fuses, probe inserts, variable temperature Dewar's, and transfer lines, unless specifically mentioned in the contract e. If magnet is part of overall maintenance contract then Magnet Quench due to the following conditions • Metal objects attracted to the magnet • If liquid nitrogen is not filled into the liquid N2 Dewar of magnet every week. For magnets with sensor, 100% level should be achieved. For magnets without Sensor overflow should be achieved. • If, room in not well ventilated/air conditioned. • If due precautions are not taken during high and low temperature experiments on the NMR. 10. COMMUNICATIONS All the communication should be sent either in the form of email or letter to below address. Phone communication is acceptable for any service coordination or visit coordination or for Misc. matters but any official communication with respect to any other matter not mentioned in this clause must be in the form of email or letter. BRUKER INDIA SCIENTIFIC PVT LTD Unit No. 609, Satellite Gazebo, Andheri Ghatkopar road, Chakala , Andheri East, Mumbai – 400093 Email ID: Manmohan.Vyas@bruker.com Phone: +919555721222		

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

Through E-Mail

Page 1/3

PURCHASE ORDER

Reference No.: P/CHM/2018-19/226

Date: 16/03/2019

M/s Bruker BioSpin AG
Industriest. 26, 8117-Fallanden
Switzerland

Indian Agent Address

Unit Number 609, 6th floor, West Wing,
Satellite Gazebo, Guru Hargovindji Marg,
Andheri Ghatkopar Road, Andheri East, Mumbai 400093
Email : bhawani.joshi@bruker.com
Tel : 022-28490059 / 60, Mob : 9335921222

Subject: Purchase order against your/ your agent's quotation No: Q-00061685_1 dated March 07, 2019.

Sir/Madam,

With reference to above quotation please supply the under mentioned items in accordance with the terms and conditions set out here under and those mentioned in Annexure 1 & 2. Please acknowledge acceptance of the purchase order and confirm the delivery period.

Sl. No.	Item Description	Qty	Grand Total in USD (CIP Hyderabad)
1	700 MHz NMR Spectrometer (Detailed technical specifications are placed at Annexure III to this Purchase Order)	01	12,95,742.00
2	Packing & Forwarding to Zurich Airport	--	3,500.00
3	Freight and Insurance to Hyderabad Airport	--	5,500.00
Total CIP Price (CIP Hyderabad) in USD			13,04,742.00

Warranty: 1 Year comprehensive warranty from date of successful installation.

1. Payment: Mode: Code -02, 100% by irrevocable Letter of Credit.

2. Freight: CIP, Hyderabad

3. Our authorized Custom House Agent/ Freight Forwarder: -

In India

M/s Prakash Freight Movers Ltd. 15C Tarak Dutta Road (Opp. Quest Mall)

1st Floor, Kolkata- 700019. Tel no. 033 - 40606657/5757,

Email : jagdev.singh@pfmlindia.com;

avijit.choudhury@pfmlindia.com : kolkata@pfmlindia.com

4. Insurance: To be arranged by seller.

5. Delivery time: 10 months from date of receipt of LC. 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.

6. **Training:** Basic operator training will be provided by the engineer during the time of installation.

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

8. 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

9. Remarks: IISER BERHAMPUR GST: 21AABAI0732K1Z5

Yours faithfully

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

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





PURCHASE ORDER

Page 2/3

Reference No.: P/CHM/2018-19/ 226

Date: 16/03/2019

Annexure I

Terms & Conditions of P.O. are as given below

1. Shipment through your / our authorized freight forwarder upto New Delhi only. In case your / our freight forwarder is not available in your country then only through other direct air lines.
2. Partial shipment/ transportation is not applicable to us in any case.
3. In case of Letter of Credit all the LC negotiating document should be sent to our banker immediately after dispatch of consignment for quick payment and custom clearance purpose. Freight and other charges are to be billed at actual against documents while negotiating with bank.
4. Packing and sealing should be proper to avoid any damage/ sabotages during transit. You should try to keep optimum number of packages and these packets are handled easily during transit.
5. If whole or part of the goods /equipment supplied against the order is found defective /nonfunctional or without specification the supplier will have to replace the defective goods /equipment to make equipment operational within a reasonable time (not exceeding two months from the date of intimation to the supplier or the Indian Agent) failure to which the supplier will have to refund the full cost of the equipment including freight, insurance etc.
6. The shipping document i.e. Air Way Bill, shipping invoice, packing list , certificate etc should contain the description and price of the goods as given in the purchase order to avoid delay in clearance from customs.
7. Please give our purchase order reference number in all further correspondence and on the packages dispatched to us.
8. Please note that the consignment should not be dispatched through courier service in any case.
9. Please send acknowledgement / acceptance of the above purchase order and country of origin for opening the letter of credit / preparation of advance demand draft /TT-Swift by return fax.
10. The bidder should submit performance bank guarantee as per the proforma in the NIT for an amount covering 10 % of the PO value within 15 days from the date issue of order acknowledgement, however it should be ensured that the BG should remain valid till 60 days beyond warranty period.

Postal and Shipping Address

IISER 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





Item	Material/Description	Quantity	Amount INR
	OUR OTHER GENERAL STANDARD TERMS AND CONDITIONS		
	1) GENERAL TERMS		
	• All quotations, shipments and services given and made by Bruker India are governed solely by the conditions and terms set forth in this quotation. • No additions to or modifications of any of the provisions upon the face or reverse of this form shall be binding upon BRUKER INDIA unless made in writing and signed by a duly authorized representative. • In absence of written acceptance of these terms and conditions, an acceptance of any goods or services, shipped or provided by BRUKER INDIA based on a purchase order received from purchaser shall constitute an acceptance of these terms and conditions. The terms and conditions herein shall prevail as against the terms and conditions of any purchase order. • The rights and obligations of the parties shall be governed in all respects by the laws of Govt of India and the parties shall submit themselves to the jurisdiction of the said country. • BRUKER INDIA shall retain copyright, trademark, patent and proprietary rights in all drawings, technical information and know-how. Purchaser agrees not to disclose to third parties any information gained from BRUKER INDIA without BRUKER INDIA prior written consent. In the event Purchaser breaches any of the conditions set forth herein including payment term, in addition to any other remedy BRUKER INDIA may have, it may discontinue all service to purchaser, and all guarantees and contracts shall be terminated without notice if BRUKER INDIA may choose to do so. • Documentation such as Software Listings, detailed Drawings and other documentation normally not distributed may only be provided by BRUKER INDIA on the condition that the receiver of such documentation sign a Confidentiality Contract. • Clerical errors and mistakes of fact are subject to correction by BRUKER INDIA at any time.		
	2) LIMITATION OF LIABILITY: -		
	Reasonable care must be used to avoid hazards. BRUKER INDIA expressly disclaims responsibility for loss or damage caused by use of its products other than in accordance with proper operating procedures. IN NO EVENT SHALL BRUKER INDIA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR RESULTING LOSS OR DAMAGE OF ANY KIND, HOWSOEVER CAUSED. BRUKER INDIA LIABILITY FOR DAMAGES SHALL NOT EXCEED PAYMENT, IF ANY RECEIVED BY BRUKER INDIA FOR THE UNIT OR PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH IS THE SUBJECT TO CLAIM OR DISPUTE. All obligations of BRUKER INDIA under this contract shall cease in the event its products or parts have been subject to accident, abuse, alteration, misuse or neglect, or which have not been operated and maintained in accordance with proper operating procedures. No action, regardless of form, arising out of, or in any way connected with, the products or services furnished or to be furnished by BRUKER INDIA may be brought by the Buyer more than THREE MONTHS after the cause of action has accrued.		
	3) ARBITRATION		

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Andheri East, Mumbai 400093
TEL: +91 22 6112 8813
FAX: +91 22 6112 8830
CIN : U33100MH1985PTC035138
PAN : AAACB2346K
TAN : MUMB11605G
GSTN: 27AAACB2346K1ZR

Bank of America
A Wing, One BKC, 'G' Block, Bandra Kurla Complex, Bandra east, Mumbai 400051, Maharashtra, India
Bankers MICR Code : 400032002
Account No. : 620573155015
NEFT IFSC Code : BOFA0MM6205
RTGS IFSC Code : BOFA0MM6205
Account Type : Current

Authorized Signatory
Bruker India Scientific Pvt Ltd



Item	Material/Description	Quantity	Amount INR
	If any difference and disputes between the parties herein or successors or assignees thereof, regarding the Agreement. Its interpretations and renewals thereof then the dispute or differences, if any, shall be referred to two arbitrators, one to be appointed by each party in dispute to an Umpire to be appointed by the arbitrators before entering upon the reference and every such reference shall be governed in accordance with the provisions of the Arbitration and Reconciliation Act 1996 or any modification or re-enactment thereof for the time being in force in India and the awards arising out of such arbitration proceedings shall be binding on the parties. The parties shall bear the costs of arbitration equally and the arbitration proceedings shall be conducted in Mumbai. 4) FORCE MAJEURE: BRUKER shall not be liable for failure to perform occasioned by strikes, lockouts, labor difficulties, riots, inability or difficulty in obtaining or procuring supplies, labor or transportation, End of product life, fires, storms, floods, earthquakes, explosions, accidents, acts of God, interference by civil or military authorities, whether legal or de facto, acts of the public enemy, war, rebellion, insurrection, sabotage, embargoes, orders given priority by any public authority or any other cause beyond the reasonable control of BRUKER INDIA. 5) JURISDICTION The parties hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the Competent Courts in Mumbai only regarding any question or matter arising out of this contract and any other documents that may be executed by the parties hereto or any of them in pursuance hereof or arising here from. 6) CONFIDENTIALITY OF INFORMATION These terms and conditions, the quotation and other related documents shall neither be passed on or communicated (directly or indirectly) to third parties nor copied unless Bruker explicitly agrees in writing BRUKER INDIA and our service contractor will hold in confidence and not disclose any information we obtain by means which is designated by you as confidential or proprietary. We and our service contractor will use reasonable efforts to protect against any such disclosure 7) COMPLIANCE WITH FCPA Customer hereby represents and warrants that it will follow the country FCPA or other equivalent regulations as per the applicable law in India. 8) ASSIGNMENT The BRUKER shall be entitled to Assign in whole or in part of this Contract / Agreement/ the obligations under this Agreement/Order to its successors, assignees or Affiliates		

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Bruker India Scientific Pvt Ltd



Item	Material/Description	Quantity	Amount INR
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GST registration details of Bruker India Scientific Private Limited:

SR. NO: 1

State: Maharashtra

Address: Unit No 609, 6th Floor, West Wing, Satellite Gazebo, Guru Hargovindji Marg, Andheri Ghatkopar Road, Andheri East, Mumbai – 400093

GST ARN: 27AAACB2346K1ZR

PAN NO: AAA CB 2346 K

LABSCAPE ESSENTIAL MAINTENANCE CONTRACT

This contract is between BRUKER INDIA SCIENTIFIC PVT LTD a company incorporated under the Companies Act, 1956 and having its registered office at Unit No. 609, Satellite Gazebo, Andheri Ghatkopar road, Chakala, Andheri East, Mumbai - 400093 hereinafter referred to as the "BRUKER INDIA" or "BRUKER" or "Service Provider" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assignees) and

Indian Institute of Science Education and Research Berhampur.

Govt. ITI Berhampur, Odisha, Transit Campus, NH-59, Engineering School Rd, Ganjam District, Berhampur - 760010, Orissa, India.

hereinafter referred to as the "Customer", or "Buyer" in accordance with the terms set forth below.

1. SCOPE OF SERVICE

Scope of service is defined below and both the parties agrees to the same. Any change in scope will not be valid unless it is agreed by both the parties as an addendum to this contract. Any product/ parts other than listed in scope of work is not considered in this contract thus not eligible for services here.

Please refer respective line item for respective scope of work.

SERVICE RESPONSE PROTOCOL IN CONTEXT OF SCOPE OF SERVICE-

a) Upon receiving a Buyer request for support, the Bruker India Engineer will contact the Buyer to gain a more complete understanding of the request, recommend diagnostic tests and, with the Buyer, interpret the results.

b) For calls received before 12:00 noon (Local time), the contact will be attempted prior to the end of the business day. For calls received after 12:00 noon (Local time), the contact will be attempted prior to 12:00 noon of the following day. In either case, if telephone contact cannot be made, a message will be left and / or an email message will be sent.

c) If the diagnostics indicate that material is required, the Bruker India engineer will arrange for material either from local stock if available or place order on the factory for priority shipment. If

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Item	Material/Description	Quantity	Amount INR
	this contract does not cover repair parts then you must provide a Purchase Order to cover the cost of the parts plus shipping, handling, local transport and other Govt levies/taxes as applicable. d) If PROBE and BOARD is covered under maintenance contract and if in the course of maintenance defective Probe or Board is replaced, then the customer will return defective PROBE OR BOARD as the case may be, to the Bruker India with proper documentation if BRUKER INDIA wish to do so. e) If the replacement material did not resolve the problem, the Bruker India engineer, and the Buyer will mutually determine the best next step. f) If this contract does not cover any specific onsite service, the Buyer must provide a Purchase Order to cover the cost of the service visit before a service representative can be sent to the Buyer's site. g) Liquid helium if covered specifically in this contract, it will be supplied in returnable Dewar as per the contract however for the transport of liquid helium, necessary document should be provided by the buyer on timely basis when the Buyer request has been resolved, the dispatch will be closed. h) All the logistics, packing, customs, duty, and transport (local and international) are customers responsibility until they are specially mentioned in the Scope of work by Bruker. Bruker can't be made responsible if any required document are not provided by Customer on time, incomplete, denied for documents. i) Any kind of penalty/demurrage etc. will remain the responsibility of customer in case delay is caused due to any act by customer. j) Please note a valid insurance covering whole transit/ domestic or international/import and export/ transportation should be provided by buyer and this is solely buyer's responsibility, Bruker will only consider the shipment for any transfer when all relevant documents are well available and as per Bruker recommendation. k) In absence of any of above-mentioned conditions/ documentations will lead to downtime or any penalties are not under Bruker responsibilities and Bruker adhere to such non-negotiable conditions. l) Please note Probe repair services are not part of any Labscape contract except where probe repair is explicitly covered under the Labscape Comprehensive or labscape Select contract. m) In cases where probe repair is either covered or not covered under labscape contracts, the following shall apply- a. The defective probe will be sent to our probe repair Centre in Bangalore, for a 1st level repair if possible.		

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