



सी एस आई आर - राष्ट्रीय धातुकर्म प्रयोगशाला  
**CSIR - NATIONAL METALLURGICAL LABORATORY**  
(वैज्ञानिक एवं औद्योगिक अनुसंधान परिषद) / (Council of Scientific & Industrial Research)  
बर्माइन्स, जमशेदपुर - 831007 / BURMAMINES, JAMSHEDPUR - 831 007  
Tel: 0657-2345129/132, Fax: 0657-2345131  
Email: spo@nmlindia.org Website: [www.nmlindia.org](http://www.nmlindia.org)

No. NML/PUR/72/229F/21/VP

Date: 29-10-2021

**क्रय आदेश/ PURCHASE ORDER**

BY AIRMAIL / EMAIL

M/s Metso Outotec Finland Oy Lokomonkatu 3, FI-33900 Tampere, Finland P.O. Box 306, FI-33101 Tampere, Finland Tel: +358 204840142 Email: <a href="mailto:services.india@outotec.com">services.india@outotec.com</a> / <a href="mailto:hsc@outotec.com">hsc@outotec.com</a> / <a href="mailto:hsc@mogroup.com">hsc@mogroup.com</a>	
विषय/Sub :	Supply of HSC 10 University Basic License
सन्दर्भ / Ref :	Quotation No. : 20180669 Dated : 04-03-2021

Dear Sir/s,

क्रय आदेश में निर्धारित विशेष और संलग्न साधारण नियमों तथा शर्तों का पालन करते हुए नीचे दिए हुए विवरण के मर्दों/सेवाओं की आपूर्ति के लिए अनुरोध किया जाता है . Please arrange to supply the goods / services noted below in accordance with the Special / General terms and conditions enclosed herewith.

Sl. No	Description	Total Price (in Euro)
	HSC 10 University Basic License, Material : 10002097, HSC 10 download + one year subscription for one computer	FCA, Pori value - 555.56

Note :

Payment	100% payment through Wire Transfer within 30 days of successful download and operation of the software.
PBG	Not applicable
Delivery	Online download, electronic delivery through link via email to <a href="mailto:pratima@nmlindia.org">pratima@nmlindia.org</a> within 2 weeks from the date of issue of Purchase order.
Validity	Till 31.10.2021
Warranty	Not applicable
Country of Origin	European Union
Port of Shipment	NA
Banking charges	All bank charges within India will be borne by CSIR-NML and all Bank charges outside India, if any, shall be borne by the Beneficiary.
Training, Installation & Commissioning	Download link will be provided by M/s Metso Outotec Finland Oy, Finland and installation will be done by end user( <a href="mailto:pratima@nmlindia.org">pratima@nmlindia.org</a> ).
Agency Commission	Not applicable
Clearing & Consolidating Agent	As below : NOT REQUIRED INDIA

Cc : **Indian Agent: NOT APPLICABLE**

Encl: 1. Specifications, attached/overleaf  
2. Terms and Conditions (SCC and GCC)

Specifications  
for  
**HSC 10 University Basic License**

<b>Supplier:</b> M/s Metso Outotec Finland Oy Lokomonkatu 3, FI-33900 Tampere, Finland P.O. Box 306, FI-33101 Tampere, Finland Tel: +358 204840142 Email: <a href="mailto:services.india@outotec.com">services.india@outotec.com</a> / <a href="mailto:hsc@outotec.com">hsc@outotec.com</a> / <a href="mailto:hsc@mogroup.com">hsc@mogroup.com</a>				
Indentor: Dr. Pratima Meshram, Scientist. Division: MER			Quotation No. : 20180669 Dated : 04-03-2021	
Sl. No	Description	Qty.	Unit Price(EURO)	Total Price (EURO)
1.	HSC 10 University Basic License, Material : 10002097, HSC 10 download + one year subscription for one computer	01 PC	555.56	555.56
<b>Sub-Total :</b>				555.56
Less Discount :				0.00
Total : FCA, Pori value				555.56

**Terms and Conditions****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.

1.	The Purchaser is:	Director, CSIR-National Metallurgical Laboratory, Burma Mines, Jamshedpur 831007, East Singhbhum, Jharkhand, India.
2.	The supplier is: Principal/Manufacturer	M/s Metso Outotec Finland Oy, Lokomonkatu 3, FI-33900 Tampere, Finland, P.O. Box 306, FI-33101 Tampere, Finland
3.	The Indian Agent of the Supplier is:	NA
4.	Country of Origin shall be	European Union
5.	Order Acknowledgement/ Confirmation	Kindly arrange to provide the order acknowledgement of this purchase order duly signed as a token of acknowledging/accepting the order within 21 days from the date of receipt of order by you. <b>Your order acknowledgement must include description of the material to be supplied as per the purchase order including order value and complete bank details for making payment.</b> Once order acknowledgement has been provided by the supplier, then no claim for any cost escalation (due to currency escalation, material cost escalation etc.) would be entertained by CSIR-NML. Order acknowledgement should be clear and the content should be stated in unconditional and unambiguous terms. While acknowledging, also please intimate the nearest agent of our Consolidating Agent to whom it will be convenient to hand over the material.
6.	Dispatch	FCA, Pori
7.	Delivery	Online download, electronic delivery through link via email to <a href="mailto:pratima@nmlindia.org">pratima@nmlindia.org</a> within <b>2 weeks</b> from the date of issue of Purchase order.
8.	Payment	100% payment through Wire Transfer within 30 days of successful download and operation of the software.
9.	Taxes	1. The CSIR-National Metallurgical Laboratory is a Research Organisation under the Council of Scientific & Industrial Research, Govt. Of India, (Department of Science & Technology) and we are eligible for concessional rate of Customs Duty vide Customs Notification 51/96- Customs dated 23.07.96 as amended by Notfn. Nos. 93/96, 19/97, 28/98, 20/00, 24/02, 28/03, 24/07, 24/14, 43/17 2. TDS as applicable on the basic price would be deducted as per GCC 2.36.
10.	Insurance	The Insurance shall be for an amount equal to <del>110%</del> 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.
11.	Bank charges	All bank charges within India will be borne by CSIR-NML and all bank charges outside India shall be borne by the Beneficiary.
12.	Shipping Documents	<del>Incorporate in all shipping and negotiable documents that Goods are being imported under Customs Duty Exemption Scheme in terms of Government of India Notification No.51/96- Customs dated 23.07.96 Customs Notification 51/96- Customs dated 23.07.96 as amended by Notfn. Nos. 93/96, 19/97, 28/98, 20/00, 24/02, 28/03, 24/07, 24/14, 43/17</del>
13.	The following Documents must be sent immediately with the dispatch of goods :-  a. Signed commercial <b>Invoice</b> indicating detailed descriptions, quantity and value of goods confirming to order _____ 3 copies b. <b>Certificate of Country of Origin</b> in respect of goods innused by the Chamber of Commerce/Supplier/Independent authority. _____ 1 copy c. <b>Air Consignment Note</b> indicating Flight Number and Date evidencing good consigned to The Director, CSIR-National Metallurgical Laboratory, Jamshedpur _____ 1 copy d. <b>Case-wise Packing List</b> _____ 2 copies e. <b>Manufacturer's Test/Inspection Certificate</b> _____ 1 copy f. <b>Operating/Instruction/Maintenance Manual</b> (to be kept in the packing box) _____ 1 copy  N.B. : As soon as supplier gets the possession of the Airway bill ( Houseway airway bill, Master airway bill) , cargo manifest etc., the same may be immediately sent through email to <a href="mailto:spo@nmlindia.org">spo@nmlindia.org</a>	
14.	Warranty	Not Applicable, However regular updates should be provided time to time.
15.	Installation commissioning and Training charges.	Not Applicable
16.	Calibration	Certificates of calibration traceable to International Standards must be provided, if applicable
17.	Inspection and Testing	All inspections & test will be carried out by CSIR-NML's Scientist are CSIR-NML, Jamshedpur, India

18.	Assignment	The supplier shall not assign in whole or in part their obligation to perform under the contract, except with Purchaser's prior written consent.
19.	Patent Rights & IPR Laws	The Supplier shall indemnify the purchase against all third party claims of infringement of patent, Trademark or Industrial Design Rights arising from the use of Goods or any part thereof in the Purchaser's country.
20.	The marking and documentation within and outside the packages shall be:	<p>a. Each package should have a packing list within it detailing the part No.(s), description, quantity etc.</p> <p>b. Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top.</p> <p>c. Each package should be marked as 1/x, 2/x, 3/x.....x/x, where "x" is the total No. of packages contained in the consignment.</p> <p>d. All the sides and top of each package should carry an appropriate indication/label/stickers indicating the precautions to be taken while handling/storage.</p>
21.	Consignment Details	The supplier should provide weight, dimension and despatch details of the consignment before shipment.
22.	Penalty Clause / Liquidated damage	The penalty (Liquidated Damages) shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning. The maximum amount of liquidated damages shall be 10%. The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.
23.	Integrity Pact (IP)	<p>The integrity pact envisages an agreement between the prospective bidders/vendors with the buyer committing the persons/officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. IP also envisages Panel of Independent External Monitors (IEMs) which shall be provided/recommended by CSIR/its labs and institutes &amp; approved by CVC.</p> <p>*In this contract, there is no need to enter into a separate integrity pact. However vendor must comply with the essence and purpose of I P that is not to exercise any corrupt influence on any aspect of the contract / Purchase Order.</p>
24.		All the terms & conditions mentioned in our Enquiry No. NML/PUR/32/43/20 dated 23-02-2021 will be the part & parcel of this purchase order/contract.
25.	Applicable Law	The Contract shall be interpreted in accordance with laws applicable in India and subject to the jurisdiction of the court in <b>Jamshedpur</b> (in Jharkhand State, India).
26.	Arbitration	<p>The dispute settlement mechanism/arbitration proceedings shall be concluded as under:</p> <p>a.) In case of Dispute or difference arising between NML and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration &amp; 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 Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi as per section 12(5) of Arbitration and Conciliation (amend.) Act, 2015 whose award shall be final, conclusive and binding on all parties to this order.</p> <p>b.) The venue of the arbitration shall be New Delhi.</p> <p>2.32.4</p> <p>The resultant contract will be interpreted under Indian Laws in case of Purchase from Indian suppliers and / or United Nations Commission on International Trade Laws (UNCITRAL) in the case of foreign suppliers.</p>

## GENERAL CONDITIONS OF CONTRACT (GCC)

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## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **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 Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfilment of the Goods and related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" means the General Conditions of Contract.
- (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (i) "SCC" means the Special Conditions of Contract.
- (j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) "Supplier" 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 Purchaser and is named as such in the Contract Agreement.
- (l) The "Council" means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India.
- (m) The "Purchaser" means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC.
- (n) "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 Code of Integrity**

#### **2.3.1**

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Purchaser may take appropriate measures including one or more of the following:

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.
- a) Provisions in addition to above:
  - 1) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
  - 2) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;

- 3) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

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

### 2.4.1

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

## **2.5 Scope of Supply**

### 2.5.1

The Goods and Related Services to be supplied shall be as specified in Chapter 4 i.e. Specifications and allied technical details.

## **2.6 Suppliers' Responsibilities**

### 2.6.1

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

## **2.7 Contract price**

### 2.7.1

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

## **2.8 Copy Right**

### 2.8.1

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

## **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, 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

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

### 2.11.2

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

### 2.11.3

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

## **2.12 Patent Indemnity**

### 2.12.1

The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 2.12.2 Indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in India; and
- (b) the sale in any country of the products produced by the Goods.

#### 2.12.2

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

### 2.13 **Performance Security**

#### 2.13.1

Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period.

#### 2.13.2

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

#### 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 or in equivalent Indian Rupees in case the Performance Security is submitted by the Indian Agent.

#### 2.13.4

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

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

- (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents.  
Or
- (b) A Banker's cheque or Account Payee demand draft in favour of the purchaser.  
Or
- (c) A Fixed Deposit Receipt pledged in favour of the Purchaser.

#### 2.13.6

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

#### 2.13.7

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

#### 2.13.8

The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

#### 2.13.9

**Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.**

### 2.14 **Inspections and Tests**

#### 2.14.1

The inspections & test, training required would be as detailed in Chapter-4 of the Bidding Document relating to Specification and Allied Technical details.

### 2.15 **Packing**

#### 2.15.1

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



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 Purchaser.

## **2.16 Delivery and Documents**

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

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. In case the purchaser elects to have the transportation done through Air, then air lifting needs to be done through Air India only. In case Air India does not operate in the Airport of despatch, then the bidder is free to engage the services of any other Airlines.

## **2.17 Insurance**

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

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

2.17.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser.

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

## **2.18 Transportation**

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

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

2.18.3 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

## **2.19 Incidental Services**

2.19.1 The supplier may be required to provide any or all of the services, including training, if any, specified in chapter 4.

## **2.20 Spare Parts**

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

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

- (b) In the event of termination of production of the spare parts:
- (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

## **2.21 Warranty**

### **2.21.1**

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

### **2.21.2**

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

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

### **2.21.5**

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

### **2.21.6**

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

### **2.21.7**

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

## **2.22 Terms of Payment**

### **2.22.1**

The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.

### **2.22.2**

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

### **2.22.3**

Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier. While claiming the payment, the supplier should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract.

### **2.22.4**

Payment shall be made in currency as indicated in the contract.

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

### **2.23.1**

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

- (a) Increase or decrease in the quantity required, exercise of quantity option clause;
- (b) Changes in schedule of deliveries and terms of delivery;
- (c) The changes in inspection arrangements;
- (d) Changes in terms of payments and statutory levies;
- (e) Changes due to any other situation not anticipated;

### **2.23.2**

No changes in the price quoted shall be permitted after the purchase order has been issued except on account of statutory variations.

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

**2.25 Subcontracts**

2.25.1

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

**2.26 Extension of time.**

2.26.1

Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

2.26.2

If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, 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 Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to liquidated damages Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

**2.27 Liquidated Damages**

2.27.1

Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value in case the delivered price of the delayed goods or unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default.

**2.28 Termination for Default**

2.28.1

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.

2.28.2

In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- (a) The Performance Security is to be forfeited;
- (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- (c) However, the supplier shall continue to perform the contract to the extent not terminated.

**2.29 Force Majeure**

2.29.1

Notwithstanding the provisions of GCC Clauses relating to extension of time, Liquidated damages and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and

to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.29.2

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.29.3

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.29.4

If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

### **2.30 Termination for Insolvency**

2.30.1

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

### **2.31 Termination for Convenience**

2.31.1

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

2.31.2

The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

### **2.32 Settlement of Disputes**

2.32.1

The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

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 Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

2.32.3

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

- a.) In case of Dispute or difference arising between NML and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi as per section 12(5) of Arbitration and Conciliation (amend.) Act, 2015 whose award shall be final, conclusive and binding on all parties to this order.
- b.) The venue of the arbitration shall be New Delhi.

2.32.4

The resultant contract will be interpreted under Indian Laws in case of Purchase from Indian suppliers and / or United

Nations Commission on International Trade Laws (UNCITRAL) in the case of foreign suppliers.

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 Purchaser shall pay the Supplier any monies due the Supplier.

### **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, whichever is later.

### **2.36 Taxes and Duties**

2.36.1

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

2.36.2

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

2.36.3

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

2.36.4

**All payments due under the contract shall be paid after deduction of statutory levies (at source) (like IT, etc.) wherever applicable.**

2.36.5

**Customs Duty** – If the supply is from abroad this Institute is permitted to import goods as per notification No.51/96 – Customs and pay a concessional duty up to 5% as per notification 24/2002 – Customs on all imports.

### **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 Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

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

**2.40 Import and Export Licenses**

2.40.1

If the ordered materials are covered under restricted category of EXIM policy in India the Vendor / Agent may intimate such information for obtaining necessary, license in India.

2.40.2

If the ordered equipment is subject to Vendor procuring an export license from the designated government agency / country from where the goods are shipped / sold, the vendor has to mention the name, address of the government agency / authority. The vendor must also mention the time period within which the license will be granted in normal course.

**2.41 Risk Purchase Clause**

2.41.1

If the supplier fails to deliver the goods within the maximum delivery period specified in the contract or Purchase Order, the purchaser may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered and the Supplier shall be liable to the purchaser for any excess costs incurred for such similar goods or services.

**2.42 Option Clause**

2.42.1

The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

**2.43 Integrity Pact**

2.43.1

The SCC shall specify whether there is a need to enter into a separate Integrity pact or not.

2.43.2

The names and contact details of the Independent External Monitors (IEM) on the event of the need of IP is as detailed in the SCC.

**2.44 Order Acceptance**

2.44.1

The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited., and/or as per SCC.

*Bas*  
*29/10/23*  
Section officer(S&P)/S.P.O/C.O.S.P.  
For and on behalf of CSIR