

सी.एस.आई.आर - कोशिकीय एवं आणविक जीवविज्ञान केन्द्र

CSIR-CENTRE FOR CELLULAR & MOLECULAR BIOLOGY (CCMB)

(वैज्ञानिक तथा औद्योगिक अन्संधान परिषद्/ Council of Scientific & Industrial Research)

उप्पत रोड, हब्शिगूढ़ा, हैदराबाद 500 007 / Uppal Road, Habshiguda, Hyderabad 500007

(तेलंगाना / Telangana), भारत/India

e-mail: spo@ccmb.res.in, Phone: 91-40-2719 2681 & 2687

File / PO No. 6479/211021/1772/EQPT/

November 12, 2021

To

M/s SPT Labtech Limited Melbourn Science Park, Melbourn Hertfordshire SG8 6HB UNITED KINGDOM

Dear Sirs,

Sub: Supply of 5-position Mosquito HV Genomics System

Ref:

- 1. Our Tender Enquiry No.6479/211021/1772/EQPT dated 04.12.2019
- 2. Offer No.SPT-India/2021-22/299 dated 03.11.2021 and e-mail dated 05.11.2021 submitted by M/s. SPT Labtech India Pvt Ltd, India

Kindly arrange to supply the following items on the terms and conditions mentioned below and overleaf:

S.No.	Product/Service Description	Qty	Unit Price (US\$)	Total Price (US\$)
1.	MOSQUITO HV'- 5 DECK & DFD 6 GENOMICS SYSTEM Specifications: Supplies: Single reel of standard pipette tape carrying 18,500 Plate capacity: 5 SBS-format plates Pipette pitch: 4.5mm Tip reach: 13mm Dispense range: Minimum 500NI – Maximum 5000NI Throughput: 384-well plate-to-plate copy in under 3 minutes 96-well plate-to-plate copy in under 2 minutes Interfaces: Network and PC control for external Robotics	1 Set	As per list	220301
Net Ex-works				
Plus Handling charges:				300
Plus Airfreight & Insurance charges:				1000
Total CIP Hyderabad INCOTERNMS 2020				221601

LOCAL SUPPLY ITEM: M/s. SPT LABTECH INDIA Private Limited, Faridabad to SUPPLY LOCALLY 384 WELL PCR SYSTEM FREE OF COST

PLEASE SEND YOUR ORDER ACKNOWLEDGEMENT THROUGH e-mail IMMEDIATELY

TERMS & CONDITIONS

1. Please dispatch the material by Air up to Rajiv Gandhi International Airport, Shamshabad, Hyderabad, duly freight and insured for 110% of invoice value.

- 2. SHIPMENT TERMS: Shipment should be effected on 'CIP' basis up to Hyderabad.
- 3. **DELIVERY:** The material should be dispatched within 06 08 weeks
- Installation & Commissioning: Installation and Commissioning to be done within 30 days from the date of receipt at CSIR CCMB, Hyderabad.
- 5. Warranty: Warranty should be provided for a period of 36 months from the date of acceptance of the item. The defects, if any, during the guarantee/warrantee period are to be rectified free of charge by arranging free replacement wherever necessary. Any expenditure including government levies on account of the replacement is to be borne by the supplier.
- 6. PAYMENT TERMS: Payment will be made through Irrevocable Letter of Credit as per following details:
 - I. 80% payment will be made against following shipping documents.
 - Airway bill in original
 - Invoice for 100 % value but claiming 80 %
 - Insurance policy for 110% of invoice value
 - Warranty certificate
 - Inspection Certificate Certifying that the system has been inspected by qualified personnel to ensure meeting of specifications & performance as per PO
- II. 20% payment will be made against satisfactory installation & acceptance and on submission of Performance Bank Guarantee for 3% of contract value valid for 38 months from the date of acceptance.
- 7. Liquidated Damages: The penalty shall be: @ of 0.5 (half percent) of contract value per week subject to maximum of ten weeks per week towards the later delivery and 0.2% (Zero point two percent) of contract value per day subject to maximum of 42 days towards delay in installation and commissioning and thereafter CSIR/CCMB holds the option to cancel the contract and forfeit the entire Performance Bank Guarantee of the defaulting Supplier which may include the deposit made against other deliveries.

In the event of any replacement of defective equipment's during warranty period. The same should be made within seven days from the date of notice of defect failing which a penalty of Rs.500/- per day shall be levied from the date of notice of defect till the date replacement is made.

If any system is down beyond 72 (Seventy-two) hours, penalty will be charged per hour per system @ 1.0% (One percent) of the equipment value subject to maximum of 5% value of the system for that location.

Cumulative Penalty amount on the half-yearly basis must be deposited by the supplier to CSIR/IHBT in the form of Bank Draft/Pay Order within 30 (thirty) days of receiving such intimation for recovery from CSIR/IHBT.

- 8. Risk Purchase Clause: If you fail to deliver the goods within the maximum delivery period specified, we may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered and you are liable to us for any excess costs for such Similar Goods or Services.
- 9. Arbitration: 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. 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

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

- a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matter, decision or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to "Delhi International Arbitration Centre (DIAC), New Delhi:. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties.
- b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration. In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

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

- 10. **Force Majeure:** If the performance of the obligation of either party is rendered commercially impossible by any of the events herein-after mentioned, the same party shall notice of <u>15 days</u> from the date of such in event in writing to the other party. (i) Government regulation (ii) Legislation (iii) Natural disasters (iv) Strikes (v) Lockout (vi) Act of God.
- 11. **PACKING:** Kindly ensure that the material is well packed with a water proof paper or Polythene sheet and suitably cushioned to withstand the rigorous of journey from ware-house to the ware-house. All fragile items must be packed in suitable crates.
- 12. Kindly note that the entire material against this order is to be supplied in one lot.

Your specific co-operation is once again requested for compliance to conditions stated in this order.

Kindly acknowledge receipt.

Yours faithfully,

(S. GNANAPRAKASAM)

Sr. Controller of Stores & Purchase
For and on behalf of CSIR

वरिष्ठ भंडार एवं कय नियन्त्रक Sr. Controller of Stores & Purchase सीएसआईआर-कोन्निकीच एवं आणविक जीवविज्ञान केन्द्र CSIR-Centre for Cellular and Molecular Biology उप्पल रोड, हैदराबाद / Uppal Road, Hyderabad-500 007

Copy to:

M/s SPT Labtech India Pvt. Ltd. Unit-134-135, 1st Floor, SRS Tower, Sector-31, 14/5 Mathura Road, Faridabad (NCR Delhi) – 121003, India

Email: servicesupport-india@sptlabtech.com & enquiries-india@sptlabtech.com

ANNEXURE-I

File / P.O. Ref: 6479/211021/1772/EQPT/_

LIST OF ITEMS (5-POSITION MOSQUITO HV GENOMICS SYSTEM)

S. No.	Part No. / Description	Qty.	Unit Price (US\$)	Total Price (US\$)
1.	3097-01057 5-position Mosquito HV Genomics System includes the following:	1	1,27,487.30	1,27,487.30
2.	SD WIZARD Serial Dilution Software Wizard	1	Included	Included
3.	3019-06101 Mosquito® Application software	1	Included	Included
4.	3268-03000 Mosquito® Genomics configured touchscreen Laptop Computer	1	Included	Included
5.	3019-03020 1 Pipette Loader	1	Included	Included
6.	4150-02205 Mosquito® Leader Tape	1	Included	Included
7.	3019-05104 Calibration Block	1	Included	Included
8.	3085-01036 Plate Clamp Magnetic	1	Included	Included
9.	3019-04134 Pipette Tape Spool Cover	1	Included	Included
10.	4150-03033 Spool of 18500 Gamma Ray sterilized Pipettes 9mm Pitch HV (Choose One Spool)	1	Included	Included
11.	3268-020008 Magnetic Bead Separation Block for 384 PCR Plates	1	Included	Included
12.	3268-10007 384 PCR Plate Cooling Block	1	Included	Included
13.	 3152-10007 Dragonfly® Discovery 6 head Features & Specifications: Simple: Robust, User friendly, minimal set up time, irrespective of liquid class Pipetting range: 200 ul − 4 ml Productive: Significantly reduces assay development time and improves assay robustness Compatible Plate Format: 96, 384 & 1536 well Reliable: Low volume, Non-contact dispensing from disposable positive displacement tips Pipetting Speed: High dispensing speed (Fill 384 well plate <30 sec & 1536 in <90 sec) irrespective of viscosity Economical: Enables rapid assay development and a significant savings of precious samples and reagents 	1	91,677.00	91,677.00
14.	4150-07200 Dragonfly® Discovery syringes (Pack 100 syringes / plungers)	1	Included	Included
irchepe light and ir Biology	4150-07207 Dragonfly® Discovery syringes (Pack 10 syringes / plungers) for install	1	Included	Included
16.	4150-07103 Dragonfly® reservoirs (Pack/50)	1	Included	Included
17.	4150-07202 Dragonfly® Discovery LDV Reservoirs (Pack/25)	1	Included	Included
18.	3152-10009 Dragonfly® Discovery Laptop with control software installed	1	Included	Included
19.	3152-02011 Dragonfly® Discovery Chilled Block	1	699.45	699.45
20.	3152-02014 Dragonfly® Discovery 384-Well PCR Adaptor Plate	1	437:25	437.25
			Net Ex-works	2,20,301.00