

FAX: 040 27160996, 27160311 EPABX: 040-27160222 – 241, 040-27192681 & 2687 Ext. 2796, 2785 (Stores)

सीएसआईआर-कोशिकीय एवं आणविक जीवविज्ञान केन्द्र



CSIR-CENTRE FOR CELLULAR & MOLECULAR BIOLOGY

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्)

(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH)

उप्पल रोड, हैदराबाद/Uppal Road, Hyderabad – 500 007 (तेलंगाना / Telangana) भारत/India

Email: spo@ccmb.res.in

निविदा के लिए निमंत्रण / INVITATION TO TENDER

सं./No. 0211/020524/1572/CH

31.05.2024

सेवामें/To

M/s. Premas Life Sciences Private Limited,
E 49/5, 2nd Floor, Okhla Industrial Area Phase 2,
New Delhi – 110020.
Email: cs@premaslifesciences.com

प्रियमहोदय/Dear Sirs,

Sub: Supply of NovaSeq Consumables.

We are interested in importing the following materials as per the terms and conditions given below. Kindly submit your detailed quotation through CPP Portal <https://etenders.gov.in/eprocure/app>.

S. No.	Description of Item	Qty.
01	20015963 TruSeq DNA PCR-Free High Throughput Library Prep Kit (96 samples)	5
02	20022370 IDT for Illumina – TruSeq DNA UD Indexes (96 Indexes, 96 Samples)	5
03	20028312 NovaSeq 6000 S4 Reagent Kit v1.5 (300 cycles)	25
04	20043131 NovaSeq XP 4-Lane Kit v1.5	25
05	20021667 NovaSeq™ Xp 4-Lane Manifold Pack	1
06	20060059 ILMN DNA LP (M) Tagmentation (96 Samples, IPB)	30
07	20027213 IDT® for Illumina® DNA/RNA UD Indexes Set A, Tagmentation (96 Indexes, 96 Samples)	10
08	20027214 IDT® for Illumina® DNA/RNA UD Indexes Set B, Tagmentation (96 Indexes, 96 Samples)	10
09	20042666 IDT® for Illumina® DNA/RNA UD Indexes Set C, Tagmentation (96 Indexes, 96 Samples)	10
10	20042667 IDT® for Illumina® DNA/RNA UD Indexes Set D, Tagmentation (96 Indexes, 96 Samples)	10
11	20028317 NovaSeq 6000 S1 Reagent Kit v1.5(300 cycles)	20
12	20028400 NovaSeq 6000 SP Reagent Kit v1.5(300 cycles)	20

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निबंधनएवंशर्तें/ Terms & Conditions

1. **Price:** Kindly quote ex-works price for the above items. Packing, forwarding, freight & insurance charges up to CCMB, Hyderabad, India should clearly be indicated wherever chargeable. Customs Duty exemption certificate will be issued for CD exemption. Please provide the institutional discount as applicable to other CSIR Labs
2. Along with your quote following document to be submitted as per format attached to this tender invitation.

Declaration for abiding by the code of integrity and conflict of interest (**Annexure I**).

3. Reasonability of Prices:

- a. Please quote best minimum prices applicable for a premiere Research Institution, leaving no scope for any further negotiations on prices.
- b. A certificate (**Annexure II**) should be given to the effect that the quoted prices are the minimum and you have not quoted the same item on lesser rates than those being offered to CSIR-CCMB to any other customers nor you will do so till the validity of offer or execution of the Purchase Order, whichever is later.
- c. Manufacturers Authorization Certificate to be submitted (**Annexure IV**).

4. Requirement of Registration - Order No. F.No.7/10/2021- PPD (1) dated 23.02.2023 of Department of Expenditure, Ministry of Finance, Government of India refers)

- I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including Consultancy Services and Non-Consultancy Services) or works (including turnkey projects) only if the Bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority. i.e Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidder stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

III. Bidder (or entity) from a country which shares a land border with India "for the purpose of above order/ this tender means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country;
or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country: or
- e. An Indian (Or other) agent of such an entity or
- f. A natural Person who is a citizen of such a country; or
- g. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The Beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. 'Controlling ownership interest" means ownership of or entitlement to more than twenty –five per cent of shares or capital or profits of the company;
- b. "Control" Shall include the right to appoint majority of the directors or to control the management or Policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or Profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or Profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;



5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution. Further a certificate as per **Annexure III** has to be submitted by the bidder.

5. **Payment Terms:** Payments for supply will be made by the RTGS through our bankers i.e. State Bank of India, Habsiguda, Uppal Road, Hyderabad 500 007 only after receipt and acceptance of material.
6. **Penalty clause for late delivery:** Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange the ordered materials within the delivery period mentioned in the order unless extended with/without penalty. In case of delay in supply on part of the supplier, a penalty @ 1% per week of Order value will be charged for delayed period.
7. **Validity Period:** Your offer should be valid for 90 days from the date of submission.
8. **FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its performance bank guarantee, 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. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a **Force Majeure** situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. 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.

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 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. 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 any other matter under these presents but excluding any matters, decisions 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. Conditional Tender: Conditional tender will not be accepted.

The tender should be addressed to the Director, CSIR-Centre for Cellular and Molecular Biology, Hyderabad 500 007, India.

11. The acceptance of the tender will rest with the Director who does not bind himself to accept the lowest tender and reserves the right to himself to reject or partially accept any or all the tenders received, without assigning any reason.

12. JURISDICTION: Any dispute will be subject to Indian Law and local courts at Hyderabad, India only.

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13. INTEGRITY PACT: To be signed by seller and buyer.

Integrity Pact binds both buyers and sellers to ethical conduct and transparency in all activities from pre selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.

The Integrity pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- i) Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available;
- ii) Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;
- iii) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
- iv) Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;
- iv) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- v) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
- vi) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;
- vii) Integrity Pact lays down the punitive actions for any violation.

Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

The Integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.

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The Integrity Pact will be monitored by following Independent External Monitors (IEM).


Shri Prabakaran Palaniappan
IAS (Retd)
New No.9, (Old No.4B/14),
Venkateswara Nagar, 3rd Street,
Adyar,
Chennai – 600 020.
Email: pprabakaranias@gmail.com

Shri Rajan S Katoch
IAS (Retd)
A-91, Alkapuri,
Bhopal (MP) 462 022.
E Mail: rkatoch@nic.in

The modal format of IP is attached (**Annexure V**).

The tender is liable to be rejected if any of the above conditions are not complied with.

भवदीय/Yours faithfully,


Sudhanshu S Choudhary
Controller of Stores & Purchase

Annexure-I

Format for declaration by the Bidder for Code of Integrity & conflict of interest
(Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

Director,
CSIR-Centre for Cellular & Molecular Biology (CCMB),
Habsiguda, Uppal Road,
Hyderabad- 500007, India.

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Annexure-II

Format for declaration by the Bidder for Reasonability of Prices
(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,
The Director,
CSIR-CCMB,
Hyderabad- 500007.

Sir,

With reference to your Tender No. _____ dated _____ I/We
hereby certify that the price/s offered vide our Quotation No. _____
dated _____ is reasonable.

We further certify that the quoted prices are the minimum and we have not quoted
the same item/s on lesser rates than those being offered to CCMB, to any other customers.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Annexure-III

Format for declaration by the Bidder for Land Border Clause
(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,
The Director,
CSIR-CCMB,
Hyderabad- 500007.

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby certify that we have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered."

Thanking you,

Yours sincerely,

Date: _____ (Name & Signature of bidder)
(Where applicable, evidence of valid registrations by the competent Authority shall be attached)

MANUFACTURERS' AUTHORIZATION FORM (MAF)
(TENDER SPECIFIC)

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer and be enclosed with the technical bid.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation for Bids]*

To: *[insert complete name and address of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Format of Integrity Pact
INTEGRITY PACT

Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by _____ hereinafter referred to as "The Principal".

Andherein referred to as "The Bidder/ Contractor."

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.

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- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.
- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to

agents, brokers or any other intermediaries in connection with the award of the contract.

- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 – Disqualification from tender process and exclusion from future Contracts

- (1) If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per extant procedure on "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors

- (1) If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
- (8) If the Monitor has reported to the JS(A), CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by JS(A), CSIR.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)/CCMB
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Countersigned by.....
COA/AO(CCMB)

Place.....

Place.....

Date.....

Date.....

Witness 1:(Name & Address): _____

Witness 2:(Name & Address): _____