



File No: 1/39/21-P

Date: 10-01-2022

Import Purchase Order

To,

M/s. Oxford Nanopore Technologies Ltd.
Gosling Building, Edmund Halley,
Oxford Science Park, Oxford, OX4 4DQ, UK
E-mail: support@nanoporetech.com

Subject : Purchase Order.

Reference: Your Quotation reference no. Quote-21879/SFDC dated 14.01.2022

Dear Sir,

With reference to the above, kindly arrange to supply the equipment/item(s) mentioned below as per specifications, terms and conditions etc mentioned herein under: -

Sl. No.	Description	Cat. No.	Qty	Unit USD	USD Amount
1.	PromethION Flow Cell R9 Version	FLO-PRO002	02	8,000.00	16,000.00
2.	Ligation Sequencing Kit	SQK-LSK109	01	579.00	579.00
3.	Flow Cell Priming Kit	EXP-FLP002	01	35.00	35.00
4.	Native Barcoding Expansion96	EXP-NBD196	02	1,200.00	2,400.00
Total Ex-Works USD Price					19,014.00
Add: Carriage on 1 shipment(s) to India USD					255.00
Total DAP Stores NBRI, Lucknow					19,269.00

(USD- Nineteen thousand two hundred sixty nine only)

Terms & Conditions:

- Scope of Order/contract: Supply, installation, testing and commissioning of equipment/item as mentioned above.
- Incoterm: DAP Stores NBRI, Lucknow, U.P. (India)
- Payment : 100% Sight draft after receiving of the consignment in good condition.
- Partial Shipment - Not Allowed, Transshipment-Allowed
- Pre Installation Requirement: will be informed by the supplier/representative in advance.
Supplier / agent will extend full support for pre installation activities.
- Delivery: 4-6 weeks after receipt of confirmed order.

Kindly unconditionally acknowledge this purchase order within 15 days of its receipt else the order will be liable to be rejected at the discretion of CSIR-NBRI.
Thanking You.


Yours faithfully
(Stores & Purchase Officer)

for and on behalf of the Director, CSIR-NBRI, Lucknow

- Dr. Samir V Sawnat , Sci, Indenting Officer - with a request to kindly check the correctness of this order w.r.t. his requirement and inform if any deviations / issue is observed within 3 days of receipt of this order copy else it will be assumed that the order is correct in all respect.
- Accounts section - for information and necessary action. B/H MLP-0035
- Stores Section - With the request to kindly receive the materials strictly as per the details of this purchase order.
- Customs Department copy
- Clearing Agency Copy
- Office Copy
- Spare Copy

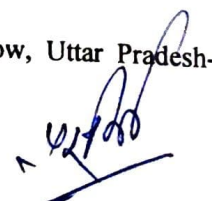
Note: Shipping intimation should be sent in advance to us on spo@nbri.res.in , s.mehrotra@nbri.res.in,

सीएसआरआईआर-राष्ट्रीय वनस्पति अनुसंधान संस्थान

CSIR-National Botanical Research Institute, Lucknow

क़्यादेश की सामान्य नियम व शर्तें / General Terms and conditions of the Purchase Order.

- 1) The institute is entitled to issue the Indian Customs Duty Exemptions (concessional) certificate in accordance with the notification no. 51/96 Customs dated 23.07.1996 (TUN/RG-CDE(8)/2016 dated 28.02.2018 as amended from time to time. Kindly take necessary action accordingly.
- 2) The institute is entitled to issue the GST exemption (concessional) certificate in accordance with the notification no. 47/2017-Integrated Tax (Rate) dt. 14.11.2017 and notification. No. 45/2017-Central Tax (Rate) dt. 14.11.2017, Notfn. No. 45/2017- Union Territory Tax (Rate) dt. 14.11.2017, as amended from time to time. Kindly take necessary action accordingly.
- 3) Kindly unconditionally acknowledge the receipt of this purchase order immediately through return letter or email at spo@nbri.res.in within 21 days of receipt of this purchase order else the competent authority, CSIR NBRI reserves the right to cancel the purchase order.
- 4) The advance intimation about the dispatch/shipment of materials may be provided to CSIR NBRI at email spo@nbri.res.in enabling us to take necessary action in the matter.
- 5) Complete technical literature/catalogue, application/operation and instructions manual should be supplied with the delivery/shipment.
- 6) Delivery scheduled mentioned in the purchase order should be strictly adhered else the institute will levy late delivery (LD) penalty @ 0.5% per week subject to maximum of 10% unless the delivery period is extended by CSIR NBRI in writing without LD penalty.
- 7) Certificate about the inspection of materials before dispatch (wherever applicable) should be provided.
- 8) In case of foreign shipments we, have appointed our Customs House Agent cum consolidator to M/s East West freight carriers limited, L-126/A, First floor, street no. 5, Mahipal Pur Extn, New Delhi, India, Pin-II0037, contact: Phone: +91 011 26782707/08, mobile: 8377002984, email: docsdel@ewfcpl.com, jignesh@wefcpl.com (+91 9930887060), arora@ewfcpl.com. Kindly coordinate with them while shipping the ordered items as per the terms and conditions of the purchase order of NBRI.
- 9) The foreign payment will be made as per the terms and conditions of this purchase order and foreign bank charges will be borne by the beneficiary. Bank charges inside India will be borne by the NBRI. If any LC amendment etc is there then such related charges will have to be borne by the beneficiary.
- 10) Invoicing should be strictly done as per the purchase order materials. There should not be any price variation on higher side except where officially accepted through amendment by NBRI. If after the receipt of the purchase order there is a reduction in prices of the ordered materials then the lower side price must be mentioned in the invoice.
- 11) Agency commission etc. payable to any Indian agent must be declared by the principal party in his quotation which will be payable to Indian agent in Indian currency.
- 12) Pre installation requirement wherever applicable should be informed by the supplier while acknowledge the purchase order.
- 13) The supplier/Indian agent has to do the installation of the equipment (wherever applicable) successfully as per the terms and conditions of the purchase order. If nothing is mentioned in the purchase order regarding the installation charges, then the installation etc will be done by the supplier or their representative as free of cost.
- 14) Payment terms: as stipulated exclusively herein in the purchase order.
- 15) Shipping Instructions and documents : The supplier must intimate the foreign shipment details in advance on email spo@nbri.res.in and ensure the following documents :-
 - i. Master Airway bill/ Sea way bill/ House air way bill
 - ii. Invoice in triplicate as per the ordered materials showing individual cost of the stores, inland packing and forwarding charges, agency commission, net cost, air freight and FCA/FOB charges etc.
 - iii. Packing list in triplicate
 - iv. Test/ Inspection certificate
 - v. Guarantee/warranty certificate
 - vi. Certificate of origin issued by manufacturer or chamber of commerce
 - vii. technical literature of the shipped item(s)
 - viii. Any other document required as per purchase order.
- 16) The warranty will be applicable from the date of satisfactory installation, commissioning etc.
- 17) 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. While shipping the order the packing should be used properly and as per the export packaging standards (in case of import). If the consignment is found damaged due to poor packing then it will be the responsibility of the shipper/supplier etc. Special packing and handling instructions may be indicated on the consignment wherever required. Seaworthy packing may be used for the consignment exporting by sea route.
- 18) The consignment must be addressed to
The Director, CSIR-National Botanical Research Institute Rana Pratap Marg, Lucknow, Uttar Pradesh-226001, India.



सीएसआईआर-राष्ट्रीय वनस्पति अनुसंधान संस्थान
CSIR-National Botanical Research Institute, Lucknow

हवाईश की सामान्य नियम व शर्तें / General Terms and conditions of the Purchase Order.

File No: 139/21
To,

- 19) The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
(a) In case of Dispute or difference arising between the Purchaser 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 the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- 20) 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 arbitration shall be the place from where the contract has been issued.
- 21) Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any monies due the Supplier.
- 22) Director, CSIR-NBRI reserves the right to cancel this purchase order in case of the materials is not supplied within the delivery period unless the same is extended by CSIR NBRI.
- 23) Clauses relating to extension of delivery time, penalty 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.
- 24) 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.
- 25) 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.
- 26) In case of Import, 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.
- 27) 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.
- 28) For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.
- 29) The system shall not be prone to damage during power failures and trip outs.
- 30) The normal voltage and frequency conditions available at site as under:
a. a) Voltage 230 volts - Single phase/ 415 V 3 phase(+_- 10%)
b. b) Frequency 50 Hz.
- 31) Kindly insure the goods at your cost (in case of Indian supplies) or as per the purchase order INCOTERM (in case of foreign order).
- 32) The Supplier shall, 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:
the installation of the Goods by the Supplier or the use of the Goods in India;
and
the sale in any country of the products produced by the Goods.
- 33) 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.
- 34) The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications/Schedule of Requirements, 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.
- 35) 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 purchaser to/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.

Prasenjeet Mitra
Stores & Purchase officer