

**Dayalbagh Educational Institute
(DEEMED TO BE UNIVERSITY)
Dayalbagh, Agra**

Tender No. DEI/Sc/Chemistry/AL/2023-24/TDR-7

Date: 26/02/2024

Single Tender Inquiry

Subject: Upgradation of O₃ Analyzer and 1 Year CMC

The request has been received from **Prof. Anita Lakhani, Department of Chemistry, Faculty of Science, Dayalbagh Educational Institute** to purchase the above item(s) from **M/s Thermo Fisher Scientific India Pvt. Ltd. Bhiwandi-Dist. Thane, Maharashtra, India** on proprietary basis. The Proposal Submitted by **M/s Thermo Fisher Scientific India Pvt. Ltd. Mayashree Logistics Centre, Kuksa- Borivali Village. Mumbai – Nashik H/W Survey No. 38/4, 40/1, 40/2p, 45/A, 40/2p, 421302 TAL. Bhiwandi-Dist. Thane, Maharashtra, India** and quotation and departmental PAC certificate are attached.

The above documents are being uploaded for open information to submit objections, comments, if any, from any manufacturer regarding proprietary nature of the equipment/ item within 15 Days from the date of issue of this notice giving reference no. **Tender No. DEI/Sc/Chemistry/AL/2023-24/TDR-7 dated 26-02-2024**. The necessary documents may be submitted to us in support of your intent/comments/objections for our consideration. The intent/comments/objections should be received by office of Registrar, Dayalbagh Educational Institute, Dayalbagh, Agra (e-mail: registrar@dei.ac.in) on or before **12-03-2024** up to 03.00 pm failing which it will be presumed that no other vendor has any comments to offer, and the case will be decided on merit.

REGISTRAR

Encl: As above

Service Quotation

THERMO FISHER SCIENTIFIC INDIA PVT. LTD.

Quote No.	Create Date	Exp. Delivery Time	Page
22054749	20.11.2023		1 / 4
Contact Info	Phone No.	Payment Terms	Valid To
		Net 7 days	20.12.2023
Inco 1	Inco 2	Shipping Method	
NOT APPLICABLE		Standard	

TOLL (INDIA) LOGISTICS PVT. LTD.
Mayashree Logistics Centre
Kuxa-Borivali Village, Mumbai-Nashik H/W
Survey No.: 38/4, 40/1, 40/2 p, 45/A, 40/2 p,
421302 TAL. BHIWANDI-DIST. THANE
Maharashtra INDIA

GSTIN NO.: 27AABCT3207A1ZZ

TAN : MUMT08958F

PAN :

AABCT3207A

Submitted To: 1734542

DAYALBAGH EDUCATIONAL INSTITUTE
DAYALBAGH
DEPARTMENT OF CHEMISTRY FACULTY OF SCIENCE
282005 AGRA
Uttar Pradesh India
GSTIN/UIN NO:09AAAAD2579G1ZP
Place Of Supply: Uttar Pradesh

PAN: AAAAD2579G

Telephone No: Mobile No: Email:	For Inquiries on Quotation Name: RADHESHYAM YADAV Tel: 9650002209 Email: radheshyam.yadav@thermofisher.com This order is subject to instructions and Thermo Fisher's terms & conditions on the last page
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Item	Material No.	Description	Qty	Unit Price	Total Price
10	701-INEPDBMSER HSN/SAC: 998719	Upgradation of ozone analyser	1 EA	800,000.00	800,000.00 INR

Serial No | Description:
821331334 | CHEMILUMINESCENT NO-NO2-NOX ANALYZER

plus Camc for 1 year, of Thermo make analysers

Taxable value 800,000.00 INR
Integrated GST @ 18 % 144,000.00 INR

Subtotal 800,000.00 INR

Total Taxable value 800,000.00 INR

Total IGST 144,000.00 INR

Total 944,000.00 INR

RUPEES NINE LAKH FORTY FOUR THOUSAND ONLY

Tax Collection at source (TCS): If provisions of Sec 206(1H) of Income tax act apply to this transaction, TCS would be charged on the Invoice at the applicable rates. TCS amount shown above may vary depending upon INR 50 Lakh threshold provided in the law

Service Quotation

THERMO FISHER SCIENTIFIC INDIA PVT. LTD.

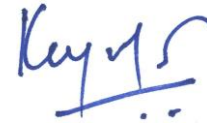
Quote No.	Create Date	Exp. Delivery Time	Page
22054749	20.11.2023		2 / 4
Contact Info	Phone No.	Payment Terms	Valid To
		Net 7 days	20.12.2023
Inco 1	Inco 2	Shipping Method	
NOT APPLICABLE		Standard	
For Inquiries on Quotation			
Name: RADHESHYAM YADAV			
Tel: 9650002209			
Email: radheshyam.yadav@thermofisher.com			

TOLL (INDIA) LOGISTICS PVT. LTD.
Mayashree Logistics Centre
Kuxa-Borivali Village, Mumbai-Nashik H/W
Survey No.: 38/4, 40/1, 40/2 p, 45/A, 4
421302 TAL. BHIWANDI-DIST. THANE
GSTIN/UIN NO : 27AABCT3207A1ZZ

Item	Material No.	Description	Qty	Unit Price	Total Price
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For Thermofisher Scientific India Pvt. Ltd.

Whether GST is payable under reverse charge ?
Yes No



Authorised Signatory

Note to Customer:

GENERAL TERMS AND CONDITIONS OF SALE**1. Contract Terms**

These are the contract terms ("Terms") under which we sell our products and provide services to you. These terms together with our quotation (if any), create the contract ("Contract") between us for the purchase and sale of products or services. The Contract is entered into when we accept your order, either by sending a written confirmation, or by fulfilling it. The Contract is between you and the Company that appears on our quotation or order confirmation and invoice. If any terms within the Contract documents conflict with each other, they will apply in the following order: the quotation, invoice, and finally these Terms.

2. Delivery, Title and Ordering

2.1 We will try to meet the delivery dates specified in your order, subject to availability and any applicable lead times. Any time or date of delivery is an estimate only and time and date is not of the essence to the Contract.
2.2 Sometimes we deliver orders in instalments. If we do, we may send you a separate invoice for each delivery. Once your order is placed, it cannot be cancelled. If deferral of the date of delivery would be helpful, please contact our Customer Services to see if your delivery can be rescheduled.

3. Inspection. We want you to receive the products you order in good condition. You can return products that are damaged or defective on delivery, or correct any shortages, if you notify our Customer Service within 5 days from the day you receive the product, in which case we will provide you with return or replacement instructions. If you do not notify us within this 5 day period, the return products will be considered accepted but you will not lose any warranty rights.

4. Price. The price for products and services is specified in our quotation to you. If we do not provide you with a quotation, the price will be the list price applicable to you in effect on the date we receive your order. Our prices, quoted or invoiced, are exclusive of all taxes, duties, levies, government fees, that may apply to your order. If applicable, it will be your responsibility to pay any such taxes or fees.

In case the customer is eligible for any exemption or lower rate of tax, the customer is responsible to provide the requisite details, documents, declarations or undertake any prescribed compliances for the purpose of tax exemptions / lower tax rates while issuing purchase order or before supply is made (whichever is earlier).

In absence of this, no tax exemption/ lower rates would be extended. Further, in case of any incorrect / incomplete / non-compliance on behalf of the customer and because of which a demand is made on Thermo Fisher Scientific India Private Limited ('the Company') by the tax authorities, the customer shall be immediately liable to pay the applicable taxes / amounts (including interest, penalty and associated litigation cost) if any upon notification by the Company.

"Tax" shall include taxes, Good & Service Tax (GST) which shall comprise of Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST'), Integrated Goods and Services Tax ('IGST') and any other taxes cess and similar imposts levied under the GST related legislations in India as may be applicable.

5. Payment.

5.1 Unless otherwise expressly agreed between us, you must pay invoices within 30 days from the invoice date. Each order is a separate transaction, and you may not set-off payments from one order against another.
5.2 If you are late in making payment, then without limiting our other available remedies, we may (i) suspend delivery or cancel the contract; (ii) reject your future orders; and (iii) assess a late payment charge at the rate of two percent (2%) per month (24% per year) or the maximum amount allowed by law, in which case you must pay such late charge on demand. Also, there would be levy of taxes, as applicable, on the interest.
5.3 If we have to appoint a collection agency to recover any unpaid amounts from you, we reserve the right to recover all reasonable costs of collection, including all associated reasonable legal fees including taxes as well.
5.4 According to provisions of GST Acts, where the customer may be required to deduct tax at source on certain payments made to The Company, Customer shall deposit such amount with government within the prescribed time limit.
5.5 Customer shall also furnish a certificate in prescribed form to the Company against such deduction. Credit of taxes withheld (i.e. TDS) by the customer would be available to the Company only upon compliance with the prescribed procedures by the customer.
5.6 The same includes filing of the return in prescribed format (i.e. once the details are filled by the customer in its return, the same would be auto populated in Inward Supplies return of the Company) and further the same should match with the Tax actually deducted / TDS certificate issued if any.
5.7 In case of any incorrect / incomplete / non-compliance (or non-timely compliance) on behalf of the customer and because of which a demand is raised on the Company by the tax authorities, the customer shall be immediately liable to pay the applicable taxes / amounts (including interest, penalty and associated litigation cost) if any upon notification by the Company.

6. Product Use and Restrictions.

6.1 Unless otherwise expressly stated otherwise, all products are for RESEARCH USE ONLY, AND NOT FOR USE IN DIAGNOSTIC PROCEDURES. You must use our products in accordance with our instructions, and you may not act as a distributor of our products. Unless otherwise stated, we do not submit our products for regulatory review by any governmental body or other organization, and we do not validate them for clinical or diagnostic use, for safety and effectiveness, or for any other specific use or application. You are solely responsible for ensuring that your use of our products complies with all applicable laws, regulations and governmental policies, for obtaining all related and necessary approvals, intellectual property rights, licenses and consents, and for ensuring the products are suitable for your particular use.
6.2 You may not sell, rent, lease, loan, transfer or assign any instrument that contains software unless you first permanently delete or uninstall the software.

7. Instrument Related Services and Installation.

7.1 When you purchase an instrument we can perform services such as installation, training, maintenance, repair etc. For full details of our instrument service plans and additional applicable terms and conditions, please contact our Customer Service.

7.2 If we install or service an instrument at your premises, it is your responsibility to make sure that the workplace where the instrument is to be located or is located is safe. It is your responsibility to move the instrument (uncrated) to a tabletop in order to avoid any additional manual handling.

8. Limited Warranties.

8.1 **Warranties for consumables.** Unless a different written warranty is included with product literature, or is provided for under statutory warranty period, we warrant that each consumable will meet its description in our published catalogues. This warranty lasts from the time we deliver the consumable until either the consumable's expiration or "use by" date or its specified number of uses, but it will not exceed 6 months from the date of delivery. If we don't specify expiration date or number of uses, then the warranty lasts for 6 months from the date of delivery.

8.2 **Warranties for instruments.** Unless a different written warranty is included with product literature, or is provided for under statutory warranty period, we warrant that instruments will be free of defects in materials and workmanship and will perform according to our published specifications at the time of delivery and for 12 months following installation, but not for more than 15 months from the date of shipment. We warrant that spare parts purchased and installed by us, or a company certified by us as an authorized installer, will be free of defects in materials and workmanship for 3 months from the date of delivery, or, if longer, the original warranty period of the instrument in which the part is installed. We do not warrant parts that we do not install. Parts we do not install are sold "as is."

8.3 **Warranty for instrument related services.** Unless a different written warranty is included with product literature, or is provided for under statutory warranty period, we warrant that our services will be performed at least in accordance with the customary standard of care for the relevant instrument installation, repair or maintenance industry.

8.4 **Exclusions.** Our warranties do not apply to defects or failures caused by (a) external sources such as short circuits or incorrect voltages, (b) normal wear and tear; (c) instruments sold to you as a "used" product; (d) contact with improperly used or unapproved chemicals or samples; (e) parts that are excluded from warranty terms; (f) repair, modification, alteration or installation by anyone other than us or an authorized person; (g) removal, use or maintenance in an improper, inadequate, or unapproved manner, such as failure to follow our instructions or operating guidelines, operation outside of stated environmental or use specifications, or operation with unapproved software, materials or other products; (h) manufacture in accordance with specifications provided by you, (h) installation of software or interfacing, or use in combination with software or products, not approved by us; or (i) neglect or accident caused by you.

8.5 **Submitting Warranty Claims and Remedies.** If a Product does not meet our warranty, you must notify our Customer Service in writing as soon as reasonably practicable after you discover the failure during the warranty period. For valid product claims timely made, we will replace or repair the product, or provide you with a credit for the price you paid, at our option, after you return the product to us in accordance with the instructions received from our Customer Service. For valid service claims timely made, we will re-perform the services or refund you the price charged for the service.

8.6 **Limitations.** Our warranties extend only to you, the original purchaser, and are not transferable. IN NO EVENT WILL OUR TOTAL LIABILITY FOR BREACH OF WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT OR SERVICE. THE ABOVE WARRANTIES ARE EXCLUSIVE, AND WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OR ANY KIND WHATSOEVER FOR PRODUCTS OR SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT OR SERVICE, WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. If you wish to make a claim for breach of OUR SERVICE WARRANTY, you must do so within 90 days after we complete performance of the service. TO THE MAXIMUM EXTENT PERMITTED BY LAW, Our only responsibility, and your only remedy FOR A BREACH OF THIS INSTRUMENT RELATED WARRANTY, is for us to either re-perform the services at our own cost, or refund the amounts you paid for the defective services, at our option

9. Third Party Products. We do not support or make any warranties regarding third-party products purchased through one of our sales channels. When you are making such a third party purchase we will notify you that this purchase is governed by a third-party's own contract terms. You must look directly to the relevant third-party manufacturer for product support, warranties, and to make warranty claims.

10. Intellectual Property

10.1 You acknowledge that all intellectual property rights relating to our products and services, as between you and us, are solely and exclusively owned by us. Our sale of products to you only grants you a limited, non-transferable right, for only you to use the quantity of the products that you have bought from us in accordance with the Contract. When we sell products to you, we do not grant you a license to our intellectual property, whether express, implied, by estoppel or otherwise, or grant you the right to make or have made any product or to use the product beyond the scope of the Supplemental Terms. Nothing in the Contract limits our ability to enforce our intellectual property rights.

10.2 In relation to processes, methods or related synthesis of a custom product, or otherwise in connection with the design or manufacture of a custom product, any inventions (patentable or otherwise), discoveries, improvements, data, know-how or other results that are conceived, developed, discovered, reduced to practice, or generated by or for us, or jointly by us and you, will be and will remain our sole and exclusive intellectual property, and you transfer and assign all of your right, title and interest in and to any such joint intellectual property to us and assist us, at our request and at our expense, in securing and recording our rights in such intellectual property.

11. Intellectual Property Indemnity

11.1 **Our Indemnity of You.** We will defend and indemnify you from and against infringement damages finally awarded in a legal action brought by a third party against you to the extent that the action is based on a claim that our manufacture and sale of a product infringes any patent, copyright, trademark or other intellectual property right of such third party if we had actual knowledge of such intellectual property right and actual infringement at the time of delivery of the product to you. This indemnity does not apply to products that we made, assembled or labeled in reliance upon your instructions, specifications, or other directions, or to claims based on your use or resale of products, or to modifications made by you or any third party. This indemnity does not apply to products originating from third parties. THIS INDEMNITY IS OUR ONLY LIABILITY TO YOU, AND YOUR ONLY REMEDY, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY OR IN CONNECTION WITH ANY PRODUCT. As a condition to this indemnity, you must (i) notify us in writing, as soon as possible upon becoming aware of any such claim, (ii) not make any admission of liability or take any other action in connection with the claim that could prejudice the defense, (iii) allow us to solely control the defense or settlement of the claim, and (iv) give us your reasonable information, co-operation and assistance.

11.2 **Your Indemnity of Us.** If a third party makes a claim against us for infringement of its intellectual property rights based on our manufacture or sale of a product in reliance upon your instructions, specifications, directions, installation or assembly, or based on your modification, use or resale of a product, then you will indemnify and hold us harmless from and against any and all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees and other costs of defending and/or settling any action) that we may incur as a result of this claim.

11.3 **Avoidance.** We wish to avoid claims of IP infringement, and if we believe a product may be subject to a claim for IP infringement, then you will allow us, at our option and expense, to either: (a) secure for you the right to continue using the product; (b) substitute the product with another suitable product with comparable functionality; or (c) require you to return the product and upon return, refund to you the price you paid. In the case of instruments, we will deduct a reasonable amount for the instrument's use, damage and obsolescence.

12. Limitations of Liability.

12.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO COST OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OR REVENUE) THAT YOU MIGHT INCUR UNDER THIS CONTRACT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH OUR PRODUCTS OR SERVICES, EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. our MAXIMUM LIABILITY, AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT IS LIMITED TO THE AMOUNT YOU PAID TO US FOR THE PRODUCT OR SERVICE PURCHASED. These provisions do not limit our liability for death or personal injury caused by our negligence or fraud or fraudulent misrepresentation or any other liability that cannot be excluded by law.

12.2 Our delivery dates and times are estimates only and we will not be liable (in contract, delict, tort or otherwise) for any losses, expenses, claims or damages caused by a late delivery.

13. Export Control. Products and information that you receive from us are subject to US, EU and local export control laws and regulations, and you may not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any such product or information (including products derived from or based on our products or information) to any destination, entity, or person prohibited by US, EU or local laws or regulations.

14. Entire Contracts. This Contract represents the entire agreement between you and us regarding the products and services we provide to you under it. It supersedes and overrides any previous agreements between us (whether written or oral) and we reject any contradicting, amending or additional terms within your purchase order or similar documents.

15. Miscellaneous.

15.1 We will not be responsible or liable for failing to perform this Contract to the extent caused by circumstances beyond our reasonable control. In certain situations, we may, in our reasonable judgment, apportion products then available for delivery fairly among our customers.

15.2 We reserve the right to cancel any order in whole or in part if we determine, in our sole discretion, that fulfilling the order would pose a biosafety or a biosecurity threat.

15.3 Our failure to exercise any rights under this Contract is not a waiver of our rights to damages for your breach of contract and is not a waiver of any subsequent breach. If any provision, or part, of these Terms is found by any court of competent jurisdiction to be invalid and unenforceable, such invalidity or unenforceability will not affect the other provisions of these Terms. No person other than you or us will have any rights under these Terms or any Contract that these Terms form a part of.

15.4 You agree to keep confidential any technical, commercial information or instructions (including any gene sequences, oligo types or sequences) received from us as a result of discussions, negotiations and other communications between us in relation to the products or services.

16. Governing Law and Venue. This Contract and performance under it will be governed by the laws of India. Both, you and we agree to the non-exclusive jurisdiction of the Mumbai courts except for the IDD business, it will be the courts in Delhi.

17. As per the provisions of GST Acts, monthly returns i.e. GSTR-1 (details of outward supply), GSTR-2 (details of inward supply) and GSTR-3 (monthly return) need to be uploaded on GSTN portal. The Company and customer should mutually agree to share details which would be uploaded by the Company in their GSTR-1 and corresponding input tax credit to be claimed by customer in said month on a specified date (before the due date to upload GSTR 1) which could be independently reconciled at each end and either of the party could communicate in case of any discrepancy. No changes to invoice would be requested by customer once the details of the same are uploaded by TFS.

18. Please forward all GST related documents to the following address:

Accounts Receivable Department
Thermo Fisher Scientific India Private Limited
503, Delphi - B Wing, Hiranandani Business Park,
Powai, Mumbai - 400 076

Regd office: 403-404, B-Wing, Delphi, Hiranandani Business park, Powai, Mumbai, India-400076