

TERMS & CONDITIONS FOR SUPPLY OF ITEMS TO RCB
(as per supply order)

- (i) All deliveries and bills/invoices shall be addressed to Executive Director, Regional Centre for Biotechnology, Faridabad.
- (ii) Date of delivery shall be strictly as per Supply Order.
- (iii) Intimation regarding despatch of goods and the estimated delivery time to RCB may be sent at the earliest to avoid any demurrage charges.
- (iv) **Date of Delivery shall be adhered to strictly failing which the Institute reserves right to refuse the supply/cancel the supply order.** However, due to unavoidable circumstances, if the order is delayed, the extension for a specified period must be done prior to the last date of delivery in consultation with the indenter.
- (v) The institute reserve the right to impose liquidated damages as follows:
 - (a) **Supply delay by one week or a part thereof - @ 0.5%**
 - (b) **Supply delay by an additional week or a part thereof – additional @ 0.5% (subject to a ceiling of 10% of the order value).**
- (vi) The Vendor/Supplier shall submit the Invoice/Bill in triplicate along with the goods to Stores department.
- (vii) The payments shall be made as per the Supply Order.
- (viii) Stores/Supplies pertaining to a particular Supply Order may be dispatched in one lot as far as possible.
- (ix) The payment will be made after satisfactory receipt of ordered Goods (complete supplies) through online bank transfer/A/c payee Cheque, sent by Registered Post/courier.
- (x) Payment will be made on presentation of Inspection Note and Installation Certificate duly signed by the purchaser, provided that Performance Bank Guarantee (in case of equipment only) equal to 10% of order value with a validity upto 90 days beyond the warranty period is submitted to Purchase Section.
- (xi) The Vendor/Supplier shall supply, install, commission and satisfactorily demonstrate the equipment within the stipulated delivery period as specified in the supply order, failing which E.M.D./Security Deposit furnished by them may be forfeited or necessary action, as deemed fit by the Centre, shall be taken against the firm as per rules.
- (xii) All disputes and, if any that arise between the RCB, FARIDABAD and the supplier out of or in connection with the terms and conditions contained herein or

as to the construction of application thereof or the respective rights and obligations of the parties there-under or as to any clause or thing herein contained or by reason of the supply or failure of refusal to supply any material or as to any other matter in any way relating to these presents shall be referred to a single Arbitration, in case the parties agree upon one, otherwise two arbitrators, one to be appointed by the supplier and the other by the RCB, FARIDABAD and an umpire in accordance with the subject to the provision of Indian Arbitration Act, 1940 for any statutory replacement or modifications thereof for the time being in force. The venue of such arbitration shall be FARIDABAD. The decision of the arbitrator shall be final & binding upon

- (xiii) Any failure or omission to carry out the provisions of supply order by the supplier shall not give rise to any claim by the supplier and the Institute, one against the other, if such failure or omission arises from the act of God, which shall include all acts of natural calamities such as fire, floods, civil strike, compliance with any statute regulations of the Govt., Lockouts, and strikes, riots, embargoes, or from any political or other reason beyond control of supplier and their Indian agent including war (whether declared or not) civil war or state of insurrection, provided notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of any event which could be attributed to Force Majeure conditions.
- (xiv) The courts at FARIDABAD will have the jurisdiction to try any matter, disputes or difference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Court at Faridabad, Haryana shall have jurisdiction in the matter.