



क्रय अनुभाग
भारतीय वानिकी अनुसंधान एवं
शिक्षा परिषद- वन अनुसंधान संस्थान
देहरादून-२४८००६
GSTIN 05AAAAH1708G2Z6
PAN NO. AAAAH1708G

Purchase Section
Indian Council of Forestry Research and Education-
Forest Research Institute, DEHRADUN-248006
Phone: 0135-2224205
<http://fri.icfre.gov.in/tender/>
Email: po_fri@icfre.org



Objection Invitation against Proprietary Article Certificate

Dated 05.03.2025

Sub: - Purchase of spare part of HPLC "PERFORMANCE MAINTENANCE KIT" - reg.

Request has been received from Ashwini Kumar, Technical officer, Chemistry & Bio-prospecting Division, FRI, for purchase of spare part of HPLC "**1525 PERFORMANCE MAINTENANCE KIT (Quoted Part No. 201000114)**" from M/s Waters India Pvt. Ltd. Unit No. 912-917, DLF Tower-B, Jasola, New Delhi-110025 (Authorized Services for Waters Products M/s Waters India Pvt. Ltd. Peenya Industrial Area, Bangalore-560 058), on proprietary basis. The PAC certifications submitted by above mentioned firm is attached herewith.

The above document are being uploaded on FRI website for open information to prospective manufacturers/ Authorized dealers to submit their objections/comments (if any) regarding proprietary nature of equipment/item within 05 days of giving above mentioned reference number. The comments should be received in the office of Purchase Officer, FRI, Dehradun-248006, through E-mail (po_fri@icfre.org) on or before 11.03.2025 at 10:00 A.M. failing which, it will be presumed that any other vendor is having no comment to offer and case will be decided on merits.

Sd/-
Purchase Officer
Forest Research Institute

Encl:-

1- PAC Certificate,

Clarifications	1.	Ashwini Kumar, Technical officer, Chemistry & Bio-prospecting Division,	through email: varshneyvk@icfre.org	Phone No. 0135-222 4208 Mob. 7579016486
	2.	Purchase Section, FRI	through email : po_fri@icfre.org	Ph: 0135-222-4205,

Copy to: I.T. & GIS Discipline, FRI, with request to upload it on FRI website.

Customer:

FOREST RESEARCH INSTITUTE
P.O. NEW FOREST
IND-248006 DEHRADUN
Kind Attention Mr. Sushil Bhattarai

Tel : 08791166700
Email : sbhattarai16@gmail.com

FRI—Mr. Shushil —1525 PM Kit—Qty-01

Quotation 9001503472 / 23958898 - Expiration date : 31.03.2025

General information

796533/12090201

Billing from NEW DELHI Office and taxes will be applicable as per NEW DELHI GST rules.

Order should be addressed to our registered office address mentioned below:

**WATERS INDIA PVT LTD,
UNIT NO.912 -917,DLF TOWER-B, JASOLA,
NEW DELHI- 110025**

Provider:

Waters (India) Private Limited
No. 36A, II Phase,
Peenya Industrial Area
BANGALORE - 560 058

Quotation

FRI--Mr. Shushil --1525 PM Kit--Qty-01

Price Detail in INR

Please reference this quotation when purchase order is issued

Pos	Product code	Description	Unit price	Qty	Gross value	Net price
1	201000114	1525 PERFORMANCE MAINTENANCE KIT.	123,384	1	123,384	123,384
		HSN/SAC : 90279090. : IGST 18.00 %				
Net Total/Sub Total						123,384
Shipping and Handling						5,552
IGST						18.00 % 23,209
Grand Total						152,145

Quotation

FRI--Mr. Shushil --1525 PM KIT--Qty-D1

General Sales Terms and Conditions

*THIS TRANSACTION IS EXPRESSLY CONDITIONED UPON AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Acceptance - Buyer's acceptance of the offer to purchase the products and/or services set forth, made by Waters (India) Private Limited ("Waters") by this document ("Document") shall create a contract subject to and expressly limited by the terms and conditions contained on this Document. Acceptance of these terms and conditions set forth shall be final and binding on the parties: if additional or different terms are proposed by Buyer ("Buyer"), such additional or different terms shall not become a part of the contract formed by Buyer's acceptance, unless they are expressly agreed in writing by Waters. Receipt of the goods sold hereunder ("Products") or commencement of the services provided hereunder ("Services") shall constitute acceptance of the terms and conditions of this Document. However, Waters may accept or reject Buyer's order in whole or in part. Prices quoted in quotation are firm for a period of thirty (30) days unless otherwise specified.

2. Payment - Unless otherwise agreed with Waters, any tax, duty, custom or other fee of any nature imposed upon this transaction by any state or central governmental authority shall be paid by Buyer in addition to the price quoted in the invoice/quotation. In the event Waters is required to prepay any such tax or fee, Buyer agrees to reimburse the same to Waters accordingly. All quotations and estimates used by Waters are, unless otherwise stated, based on the existing costs and are subject to amendment on or after acceptance of order by Waters to meet any rise in such costs. Notwithstanding any contrary language in this quotation, Waters expressly reserves the right to unilaterally adjust the prices effective as of January 1 every year. In the event that the Expiration Date stated in the quotation falls on a date later than January 1 of the following year, the prices will be deemed to have expired on January 1 of that year and will be replaced by the prices newly quoted by Waters, unless agreed otherwise with Waters.

2.1 Payment shall be made by Bank Drafts payable at Bangalore in the name of "Waters (India) Private Limited." Payment advice should have the necessary information about the order or invoice/quotation. In case of NEFT/RTGS/TT payments, Buyer shall mention the invoice/quotation/Contract number in the "Sender to Receiver" information. In case of payment consisting of multiple invoices, Buyer shall send the details to India_Accounts@waters.com. All the bank charges shall be made to Buyer's account.

2.2 Unless otherwise agreed by Waters, payment terms shall be as mentioned under the invoice / quotation, which the Buyer shall advance by DD in favour of WATERS (INDIA) PVT LTD, payable at Bangalore. All payments made by Buyer shall be made without any deduction of deferment in respect of any disputes or claims whatsoever.

2.3 Time for payment shall be of the essence. In case of any delay in payment, an interest charge equal to 1.5% interest per month will be added to the invoice and part thereof will be charged for any delayed payment if the payment is not settled within the agreed timeline.

2.4 Prices quoted are exclusive of all taxes and duties. Duties, levies and taxes will be charged additionally at the prevailing rates at the time of invoicing Products. If the concessions exemptions in the duties or taxes are claimed, the evidence thereof from the authority should be furnished along with the purchase order.

3. Delivery and Shipment - Unless otherwise specified, CIP terms will apply. Identification of the Products shall occur when they leave Waters' distribution point at which time title and risk of loss shall pass to Buyer. Waters will make reasonable commercial efforts to ship the Products or provide the Services hereunder in accordance with the delivery date agreed with Waters; provided that Waters accepts no liability for any losses or for general, special or consequential damages arising out of delays in delivery. Notwithstanding that Waters may agree to deliver the Products at some specified place, the delivery of the Products to a carrier for the purpose of transmission to Buyer is deemed to be a delivery of the Products to Buyer.

The period of delivery will commence only from the date of receipt of the technically and commercially clear order. Products will be delivered within the period stipulated in our order acknowledgement / proforma / invoice / quotation subject to delay caused by or any manner of Force Majeure (as detailed hereinafter) or any other reason caused beyond Waters' control. Waters shall not be liable for any damages or liquidated damages in such delay.

4. Warranty - The Products and/or Services shall be covered by the applicable Waters' standard warranty, a copy of which is supplied with the Products and/or Services or upon request. NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE PRODUCTS AND/OR SERVICES. WATERS EXPRESSLY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Any model or sample furnished to Buyer is merely illustrative of the general types and quality of goods and does not represent that the Products will conform to the model or sample. Buyer's remedies under Waters' warranty shall be limited to repair or replacement of the Product or component which failed to conform to Waters' standard warranty. WATERS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR ANY OTHER INDIRECT DAMAGES RESULTING FROM ECONOMIC LOSS OR PROPERTY DAMAGE SUSTAINED BY BUYER FROM THE USE OF ITS PRODUCTS OR SERVICES.

Buyer hereby releases Waters from all actions, claims, demands, suits and liability whatsoever which it may have or claim to have or but for this release might have had against Waters (a) arising out of any representation, warranty covenant or term or provision not set out or referred to herein or (b) arising out of or in conjunction with the Products not being suitable for Buyer's purposes or operating site.

5. Returned Products - Waters may, in its sole discretion, authorize Product returns in appropriate circumstances, subject to such conditions as Waters may specify. Any such return shall be subject to the express prior authorization of Waters, payment of a restocking charge by Buyer, and in accordance with Waters' Return Policy. However, no returns will be authorized after ninety (90) days following shipment to Buyer.

6. Technical Advice - Waters may, at Buyer's request furnish technical assistance, advice and information with respect to the Products, if and to the extent that such advice, assistance and information is conveniently available. It is expressly agreed that there is no obligation to provide such information which is provided without charge at Buyer's risk, and which is PROVIDED WITHOUT WARRANTY OF ANY KIND AND IS SUBJECT TO THE WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY SET FORTH IN PARAGRAPH 4 ABOVE.

7. Waters' Right of Possession, etc. - Buyer hereby grants Waters a purchase money security interest in any goods offered by way of this invoice/quotation to secure the due and punctual payment of the purchase price specified in this invoice/quotation. In the event of default by Buyer in any payment due Waters or in the event Buyer declares bankruptcy or becomes insolvent, Waters shall have the right, in addition to any other remedies it may have at law or in equity, to cancel the contract and in its discretion, sell the Products to any other third party if shipment has not occurred, withhold shipment, recall Products in transit and retake the same, or repossess any Products or goods which may be stored with Waters for Buyer's account without the necessity for Waters to initiate any other proceedings. Waters also reserves the right, in its sole discretion, to sell the Products to any other party in case of a non-adherence to payment milestones by Buyer.

8. Agents, etc. - No agent, employee or other representative has the right to modify or expand Waters' standard warranty applicable to the Products and/or services or to make any representations as to the Products other than those set forth in the applicable user or operator's guide delivered with the Products, and any such affirmation, representation or warranty, if made, should not be relied upon by Buyer and shall not form a part of contract between Waters and Buyer for the purchase of the Products or Services.

9. Modifications, Waiver, Termination - The contract formed by Buyer's acceptance of this invoice/quotation or the sale of Products and/or performance of the Services may be modified, and any breach thereunder may be waived only by a writing signed by the party against whom enforcement thereof is sought.

10. Additional Terms and Conditions - These terms and conditions may also be subject to any "Special Terms and Conditions" applicable to the Products or Services specified by Waters under the invoice, quotation or any other document. Any variance from the terms and conditions of this Document or other written notification from Buyer, will be of no effect in the absence of a written approval by authorized personnel of Waters.

11. Governing Law/Disputes - These terms and conditions are governed and construed in accordance with laws of India. All disputes or controversies arising in connection with the contract formed by Buyer's acceptance of this invoice/quotation or the sale of Products and/or performance of the Services shall be resolved by final and binding arbitration seated in Bengaluru, India under the Rules of Arbitration of the Indian Arbitration and Conciliation Act, 1996 by a single arbitrator mutually appointed in accordance with the said Rules then in effect. The language of arbitration shall be English. The award of the arbitration shall be final and binding on both Parties.

12. Export - Buyer hereby undertakes to comply fully with all applicable provisions of the Export Control Laws as may be in effect for any of the Products and shall seek, whenever required, at its own expense, export licenses prior to any export of the Products and shall further assure compliance with all reexport restrictions under Export Control Laws.

13. Intellectual Property/Software - The sale of the Products or Services by Waters to Buyer does not confer any right or license upon Buyer to use, exploit or otherwise utilize any intellectual property rights subsisting in or relating to the goods of which Waters is a proprietor or to which Waters is otherwise entitled. - To the extent there is any software included with the Products, the software is being licensed on a non-exclusive, non-transferable, non-sublicensable basis to Buyer, and not sold. All rights, titles and interests therein shall remain with Waters. Use of the software shall be in accordance with the applicable software license agreement/terms and conditions delivered with the Products.

14. Claims - Claims for shortages, non-conformity with specification, error or deficiency or for damages in transit or delivery, or for other causes shall be deemed waived or released by Buyer unless received in writing within 5 (five) days of delivery of Products or the installation thereof by Waters' representative, whichever is earlier.

15. Cancellation - Order once placed with and accepted by Waters may be cancelled only with Waters' consent. In such event, Buyer shall indemnify and hold Waters harmless against any loss or damages. A 10% cancellation and restocking charge of the order value will be charged from Buyer for any cancellation. Waters reserves the right to cancel the order in whole or in part based on reasonable grounds such as inability to verify or identify Buyer, product availability, etc.

16. Force Majeure - Waters shall have no liability for failure to perform, or delay in performance, or in the delivery of any and all equipment manufactured or sold by Waters including instruments, supplies, components, systems, chemistry, accessories, replacement spare parts, or any and all services provided by Waters, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of nature, floods, fire, explosions, war or military mobilization, riots, epidemic, pandemic, quarantine, landslides, lightning, earthquakes, Governmental action or inaction, request of governmental authority, delays of any kind in transportation or inability to obtain material or equipment, acts of other governments, strikes, or labor disturbances.

17. Other Agreements - If there is any inconsistency between these terms and any order submitted by Buyer (whether in writing, verbally or otherwise) or any other arrangements between the parties, these terms prevail unless otherwise agreed in writing by the parties, save that as between these terms and any valid, binding and current written agreement signed by Buyer and the seller, such formal written agreement shall prevail to the extent of any inconsistency. For the avoidance of doubt, in the event of a conflict between these terms and conditions and the conditions of Buyer, the following order of precedence shall apply: Waters Special Terms and Conditions; Waters General Terms and Conditions, Buyer Purchase Order, any other relevant contract or documents between the parties.

18. Assignment - Buyer shall not transfer or assign its rights under these terms to anyone else without Waters' prior consent in writing. Waters may assign or transfer any of its rights or obligations under these terms without Buyer's consent. Each assignee or transferee is to have the same rights against Buyer under these terms as if named as Waters'.

19. Severability - If a provision of the foregoing terms is or becomes legally invalid, the validity of the remainder of the provisions shall not be affected thereby.

20. Software as a Service (SaaS) - Notwithstanding any other term of this Document to the contrary, all purchases of and access to Waters' SaaS offerings contained within this Document are governed solely by the terms and conditions of the Software as a Service (SaaS) Agreement located at: <https://waters.policystech.com/docNet/documents/docId=11788&public=true>. The terms and conditions of the Software as a Service (SaaS) Agreement are hereby incorporated into this Document by reference. No other terms or conditions (including, without limitation, the other Waters general sales terms and conditions in this Document above, any terms in Buyer's purchase order, nor any license agreement) will apply to Buyer's order of Waters' SaaS offerings, unless expressly stated otherwise in the Software as a Service (SaaS) Agreement. By issuing a purchase order in response to this quotation or otherwise receiving, accessing, or using any of Waters' SaaS offerings, Buyer confirms acceptance of the Software as a Service (SaaS) Agreement as the exclusive document governing Buyer's access and use of the Waters SaaS offering and the parties' relationship with regard to the same, without modification. Additional or different terms contained in Buyer's purchase order, any other Buyer document, or Waters' invoice will not be binding on the parties, and of no force or effect, and the parties hereby reject such additional or different terms. These conditions form part of the contract to the exclusion of all other terms and conditions (including any terms or conditions which Buyer purports to apply under any purchase order, confirmation of order, specification or other document) unless expressly stated otherwise in the Software as a Service (SaaS) Agreement.

SDS/2025
20.02.2025

TO WHOM SO EVER IT MAY CONCERN

Proprietary certificate and price reasonability certificate

This is to certify that we are the only company to authorize services for Waters. Products and no other company other than Waters India (Private) Limited is authorized to Supply Spare/service Document no: 23958898 submitted to you.

The quoted Part No. (201000114-1525 PERFORMANCE MAINTENANCE Kit) is the propriety item of Waters India Pvt Ltd. and no other manufacturer/ Company can supply the same.

This is also to certify that the prices quoted to you are the best discounted price to you as this system contains so many extra modules and we have not given the less price than this price to any other customer in India to Supply Spare/service.

for Waters (India) Pvt. Ltd.

Greetanjali

New
Authorised Signatory