



# CENTRAL INSTITUTE OF MINING & FUEL RESEARCH

(CSIR, Ministry of Science & Technology, Govt. of India)

HQ: Barwa Road, Dhanbad – 826001 (Jharkhand), India

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☎ : 0326-2296030, ☎ : 0326-2296027/28

CIMFR's GSTIN No.: 20AAATC2716R1ZT, PAN: AAATC2716R, Service Tax Reg.No.: AAATC2716RSD035

## LETTER OF INTENT-cum-PURCHASE ORDER

File No. - CIMFR/PUR-14(16)2018

Date: 15.04.2019

To,

M/s LECO Corporation,  
3000, Lakeview Avenue, St. Joseph,  
MI 49085-2396, USA

Copy to: M/s I.R. Technologies Services Pvt. Ltd.,  
ECO Space Business Park, Block No.4B, 9<sup>th</sup> floor,  
Unit No. ESNT4B 0903, New Town Rajarhat,  
Kolkata- 700160

**Sub.: Purchase of Thermogravimetric Analyzer (TGA).**

**Ref.: Quotation No. ID3 77771 dt. 10.01.2019 from M/s I.R. Technologies Services Pvt. Ltd. .**

Dear Sir,

With reference to your offer and subsequent clarification, I am directed to inform you that the Director, CIMFR has been pleased to place a Letter of Intent-cum-Purchase Order in your favour for **Purchase of Thermogravimetric Analyzer (TGA)** detailed below as per the terms and conditions enclosed.

Offer No. ID3 7771 dt. 10.01.2019

S.No.	Part No./make model	Description of the Item	Qty.	Unit Rate	Total Amount
1.	TGA701 D4CR	TGA701 Dual Thermogravimetric Analyzer, package includes: Two Single Furnace Units with integral four place balances, (19+1) position ceramic carousels per furnace, Windows based operating software and operating supplies, 230VAC, 50/60 Hz, Single Phase. (With standard warranty of 1 year)	01 set	USD 51,690.00	USD 51,690.00
	502-682	Std LcRm Coal Prox Plus High 50g			
	502-832	Std Qar Crm Coal 2 50g			
	502-836	Std Qar Crm Coal 6 50g			
	529-048	Cover Large 5/pkg			
	621-331	Crucible Large Glazed Tga 5/pk			
	Installation & commissioning			USD 750.00	USD 750.00
	On-site training			USD 750.00	USD 750.00
	2 <sup>nd</sup> year warranty cost			USD 2,495.00	USD 2,495.00
	3 <sup>rd</sup> year warranty cost			USD 2,495.00	USD 2,495.00
	4 <sup>th</sup> year warranty cost			USD 2,495.00	USD 2,495.00
	5 <sup>th</sup> year warranty cost			USD 2,495.00	USD 2,495.00
				<b>Ex-works Price</b>	<b>USD 63,170.00</b>
				Packing, inland freight & Handling charges	USD 450.00
				<b>Total FCA Chicago Airport Price</b>	<b>USD 63,620.00</b>
				Less(-) Agency Commission @3% of Total Ex-works Price	USD 1,895.10
				<b>Total FCA Chicago Price after deduction of agency commission</b>	<b>USD 61,724.90</b>

### Terms & Conditions

1. Price	FCA Chicago, USA
2. Destination	FOR CIMFR Stores, Nagpur Unit-II.
3. Delivery Period	16 Weeks from the date of final LC.
4. Warranty	60 Months from the date of installation and commissioning.
5. Installation & commissioning	Free of cost by M/s I.R. Technologies Services Pvt. Ltd.
6. Terms & conditions are as per Annexure-I.	

Yours faithfully,

Stores & Purchase officer  
CSIR-CIMFR

*15/04/19*  
*Ranjit K Acharya*

Copy to: (1) I.O.: Mr. Ranjit K Acharya (2) Stores (3) Accounts (4) Office Copy, Budget Head: CIMFRFUND/LRF.



**TERMS & CONDITIONS**

- 1. **GENERAL:** Supplier has to submit acknowledgement cum Performa Invoice with Port of shipment and Banker's detail immediately from the date of Purchase Order. CIMFR is not liable for any payment for any expenditure before successful installation and commission and final acceptance by the User. The order materials must comply strictly with the Specification as mentioned in the LOI/Agreement and your Offer.
- 2. **DELIVERY:** (i) Ordered materials should be dispatched in **FCA, Chicago Airport, USA** within **16 Weeks** from the date of opening of Letter of credit. (ii) Our freight forwarder will take up the imported consignment in **FCA Chicago Airport, USA** from the foreign principal and deliver complete set at the following address:-

(i) Mr. Ranjit K Acharya, Technical Officer, CSIR-CIMFR Regional Centre, 17/C. Telengkhedhi Area, Civil Line, Nagpur-440 001 (Maharashtra), Qty: 01 complete sets.

Note:- In case of wrong delivery the delivery charges up to correct destination will be deducted from the bill of responsible one i.e., either supplier or freight forwarder.

**3. WARRANTY:**

- (a) The ordered materials should be warranted on site comprehensive against any defects for a period of **60 Months** from the date of its installation, and successful commissioning and final acceptance by the user Scientist. The warranty period shall be automatically extended for such period for which the equipment is not attended installation of our written request. Spare parts must be made available at least for 10 years of placement of order. Declaration of consumables of any component after order is not accepted.
- (b) On receipt of the Cargo by the Buyer if it is found that the same has either been wrongly shipped or damaged in transit for inadequate packing for which the Insurance Company does not take any responsibility, the supplier has to arrange for FREE REPLACEMENT including TO and FRO (where applicable) charges of freight forwarder, insurance premium and charges for clearing at Kolkata Airport.

**4. PAYMENT:**

The Buyer will establish a Letter of Credit for an amount of **USD 61,724.90 (United States Dollar Sixty One Thousand Seven Hundred Twenty Four point Nine Zero Only)** in favour of the supplier on receipt of the ORDER ACCEPTANCE.

Letter of Credit has to be opened for 100% of the order value. 80% payment will be released on shipment against requisite documents & 20% against successful installation & commissioning and verification of PBG.

*"If the firm fails to get the equipment installed, commissioned and demonstrated successfully at CIMFR within the schedule, they will have to take back their equipment at their own cost after refunding the entire amount incurred by the Institute for importing the equipment with interest. The firm will also be blacklisted from all CSIR Labs. Both the manufacturer and the I.A. will be held responsible for such failure"*

**5. PACKING & PACKING LIST:**

To be suitably packed in Special Export Packing to withstand Air Transmissions enroute to Destination, India. Copy of Packing List is to be kept in each case/carton/package/box. Packing list should indicate the L/C No., P.O. No., Number of Box, Contents, Gross and Net Weights and Cubic Measurement etc. Supplier has to replace the damaged material due to packing of the material. There should be clear cut marking on the each packed of the consignment about the destination i.e., respective CIMFR Stores as elaborated in delivery clause, Country: India. Any additional expenditure due non-marking/wrong marking about destination will be deducted from the supplier's bill.

- 6. **CONSIGNEE** : Director, CSIR-CIMFR, Barwa Road Campus, PIN-826001, Distt.: Dhanbad, State: Jharkhand, India
- 7. **COUNTRY OF ORIGIN** : USA
- 8. **PORT OF SHIPMENT** : Chicago Airport
- 9. **PORT OF DESTINATION** : Kolkata Airport
- 10. **MODE OF SHIPMENT** : By Air
- 11. **IMPORT LICENSE** : Open General License

**12. PERFORMANCE BANK GUARANTEE:**

An unconditional Performance Bank Guarantee (PBG) for 10% of the total order value issued from an Indian schedule Bank needs to be submitted within 21 days from the date of Purchase Order. The PBG must be valid for a period of **62 (sixty two) months** i.e; **60 days** after the completion of **Five (5) years** warranty period.

**13. AGENCY COMMISSION:** @3% of Total Ex-works Price of **USD 63,170.00** i.e; **USD 1,895.10** which will be paid in INR. **INR value is ₹1,33,410.30 + GST@5% ₹6,670.52. Total Value = INR 1,40,080.82**, no higher fluctuation in foreign currency will be acceptable for Indian Agency Commission + payment.

**14. AMC charges for freezing purpose:** (1) For Imported items :- (i) AMC charges for 1<sup>st</sup> year after completion of warranty period: **₹1,30,000.00/- + GST@18% per unit** (ii) AMC charges for 2<sup>nd</sup> year after completion of warranty period: **₹1,45,000/- + GST@18% per unit** (iii) Comprehensive AMC charges for 3<sup>rd</sup> year after completion of warranty period: **₹1,58,000/- + GST@18% per unit** (iv) Comprehensive AMC charges for 4<sup>th</sup> year after completion of warranty period: **₹1,75,000/- + GST@18% per unit** (v) Comprehensive AMC charges for 5<sup>th</sup> year after

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₹1,90,000/- + GST@18% per unit, the AMC includes four (04) plan maintenance visits each year for each set and break-down/emergency visit as and when required.

Payment of proportionate amount will be made after service on annual basis or in exceptional circumstances advance will be made on receipt of equivalent amount of Bank Guarantee valid for 2 months beyond the AMC period. AMC will begin after issue of AMC order and all other terms & conditions of AMC will be decided on its commencement.

**15. FOLLOW UP OF PURCHASE ORDER / L/C:**

The Indian Agent will keep in touch with the shipment of the consignment and will be responsible for the follow up of the same with their Principal for ascertaining the dispatch details and informing the same to CIMFR and shall also liaise with CIMFR to ascertain the arrival of the consignment after clearance, so that, immediately thereafter in his presence the consignment could be opened and insurance claim be lodged, if required, without any loss of time. Any delay on the part of Indian Agent would view seriously and he shall be directly responsible for any loss sustained by CIMFR on the event of the delay.

**16. INSTALLATION, COMMISSIONING & TRAINING:**

The consignment must be opened and get inspected by the user Scientist in the presence of the Indian Agent within **2 days** of delivery at Stores. The installation and commissioning shall have to be completed within 30 days of delivery of the consignment by trained engineers of your Indian Agent at CIMFR all units as mentioned in the delivery place. The entire job will be sole responsibility of the Indian Agent to be arranged by Indian Agent. The firm must ensure that **FREE ON SITE TRAINING** is imparted to CIMFR personnel regarding operation and preventive maintenance.

**17. BANK CHARGES:**

- i. All Bank Charges in India to be borne by Importer and Foreign Bank Charges to be borne by Beneficiary.
- ii. In case of any amendment the entire charges will be borne by the Beneficiary.
- iii. **Banker's detail: Comerica Bank, International Collection Dept., P.O. Box 75000, Detroit, MI 48275-3342, USA**  
**ABA# 072-000-096, Account # 1076-019452, Swift Code: MNBDUS33**

**18. FORCE MAJEURE:** 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 For purposes of this clause. "Force Majeure" means an even 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 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.

**19. PENALTY CLAUSE:** Since, time of delivery of the ordered stores is the essence of the contract. The supplier shall arrange to ship the ordered materials as stipulated workout any fail. The same must be got installed & commissioned immediately as per schedule. However, in case the shipment cannot be made within agreed upon time, CIMFR shall have the right to claim penalty for late delivery and late installation & commissioning@1%of the contract value per week subject to a maximum of 10%. The rate of penalty changes may go beyond 10% depending the magnified of delay and non compliance of the commercial terms & conditions. If the delay in shipment and late installation & commissioning of the ordered materials attributable to the supplier exceeds the time period mentioned in the Purchase Order from the date of original agreed upon date of shipment, CIMFR shall have the right to cancel the contract/purchase order. This also applies for violation of any of the contractual terms in any form.

**20. INSURANCE:** Insurance of the Cargo will be arranged by the purchaser.

As soon as AIRWAY BILL covers the Cargo, the AIRWAY BILL number and date should be intimated to us by E-Mail or through FAX to cover insurance of the consignment.

**21. PROTECTION AGAINST DAMAGE:** The equipment must be capable of withstanding power failures and equipment should not be prone to damage due to power failures and trip outs. The normal voltage and frequency condition available at the site are as follows:  
Normal Voltage: 230 +/- 10% on single phase or 415 +/- 10% on 3-phase, frequency 50 +/- 5% Hz

**22. DESPATCH OF THE CONSIGNMENT:**

The consignment duly packed and labeled/marked about destinations are:-

(i) Mr. Ranjit K Acharya, Technical Officer, CSIR-CIMFR Regional Centre, 17/C. Telengkhedi Area, Civil Line, Nagpur-440 001 (Maharashtra), Qty: 01 complete sets.  
\*Note:- In case of wrong delivery the delivery charges up to correct destination will be deducted from the bill of responsible one i.e; either supplier or freight forwarder.

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Should be handed over by the supplier to the authorized CHA of the buyer, who will arrange for its clearance, shipment & handling, transportation to Kolkata Airport, India.

Once the Cargo is dispatched a complete set of shipping documents viz Original Invoice, AWB, Packing List, Certificate of Origin etc., must be sent by Fax/E-Mail to the following address:

**Buyer: CSIR-CIMFR**, Barwa Road Campus, PIN-826001, Dist.: Dhanbad, State: Jharkhand, Country: INDIA

Tele-Fax No.: +91-0326-2296030, E-mail: [spo.cimfr@rediffmail.com](mailto:spo.cimfr@rediffmail.com) / [kumarjijha@gmail.com](mailto:kumarjijha@gmail.com)

**Manager: HDFC Bank, Hirapur, Dhanbad-826001, State: Jharkhand, India**

Mr. Umesh Joshi, Area Sales Head for Foreign Exchange- [umesh.joshi@hdfcbank.com](mailto:umesh.joshi@hdfcbank.com)

Mr. Shivnandan Singh, Branch Manager- [shivnandan.singh@hdfcbank.com](mailto:shivnandan.singh@hdfcbank.com)

Mr. Ranjit Pandey, Trade & Forex Sales Manager- [ranjit.pandey@hdfcbank.com](mailto:ranjit.pandey@hdfcbank.com)

**CHA/Freight Forwarding Agent: M/s Balmer Lawrie & Co. Ltd.,**

Address: 21, Netaji Subhas Road, Kolkata – 700 001 (West Bengal)

Tel- 033-2222 5456 / 457 / 458

Satyajit Shankar Guha, Chief Branch Manager- [guha.ss@balmerlawrie.com](mailto:guha.ss@balmerlawrie.com);

Mohit Kumar, Deputy Manager- Mob: 9007066782, E-Mail- [kumar.m@balmerlawrie.com](mailto:kumar.m@balmerlawrie.com);

Abhishek Bhattacharya- [bhattacharya.abhishek@balmerlawrie.com](mailto:bhattacharya.abhishek@balmerlawrie.com)

Gopendra N. Chowdhury- Mob: 9831423616, E-Mail- [chowdhury.gn@balmerlawrie.com](mailto:chowdhury.gn@balmerlawrie.com)

**CHA's Overseas Associate- Carol A. Sabo – Regional Director**

Director of Operations – Indian Sub-Continent

**Mallory Alexander International Logistics.**

5195 Southridge Parkway, Suite 120, College Park, GA 30349

D 678.284.5003 | C 678.237.1462 | F 770.994.2637

Email: [carols@mallorygroup.com](mailto:carols@mallorygroup.com), [www.mallorygroup.com](http://www.mallorygroup.com)

The documents must be sent by courier duly issued to CSIR-CIMFR, Dhanbad along with the details of the consignment so that necessary documents required could be submitted in time for getting the consignment cleared without the levy of Customs Duty / Demurrage, in case of the courier agency is not able to arrange for insurance, please arrange insurance at your end on warehouse basis.

### 23. CLEARANCE OF CONSIGNMENT AT AIRPORT:

The day the Cargo is handed over to our forwarding agent for shipment, the same should immediately be intimated to us along with copies of Invoice & Packing List (box wise), Certificate of Origin to enable us its clearance at Kolkata Airport without any demurrage/port charges.

24. The supplier or its Indian representative commits himself to take all measures necessary to prevent corruption. It will not, directly or through any other person or firm will offer, promise or give to any of the CSIR-CIMFR employees involved in the procurement process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled.

The supplier or its Indian representative will not enter with other bidders into any undisclosed formal/informal agreement or understanding. This applies in particular to the prices, specifications, certificates, subsidiary contracts or any action which restricts the fairness in the procurement process. If it is found at the later stage that the supplier has given the wrong/incorrect information or if the bidder or its Indian representative firm has committed a transgression through the violation of the contents stated as above, or in any other form such as to put his reliability or credibility in question, the purchase is fully entitled to disqualify him from the current as well as future procurement process including tender process and award of the contract/purchase order, and no correspondence will be entertained in this regard.

### 25. GOVERNING LAW:

**Jurisdiction:** This contract between the supplier and the buyer shall be governed by the LAWS of India and under this contract shall be taken by the parties only in Dhanbad, India to competent jurisdiction.

#### **Arbitration:**

All disputes arising out of this contract shall be referred to the sole arbitration of the D'CIMFR or his nominee as per the provisions of Indian Arbitration and reconciliation Act 1996 and his award shall be final and binding on the parties to the dispute. The venue of arbitration shall be decided by the Director of the institute.

26. The Firm must confirm the LOI cum Purchase Order for supply, in form of Performa Invoice and come with Rs.100/- Non-Judicial Stamp Duty for carry out Contract Agreement at CSIR-CIMFR, Barwa Road Campus within 15 days from issue of the LOI-cum Purchase Order.

Yours faithfully,

Stores & Purchase officer  
CSIR-CIMFR

RKSingh  
15/09/19

15/09/19





# CENTRAL INSTITUTE OF MINING & FUEL RESEARCH

(CSIR, Ministry of Science & Technology, Govt. of India)

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## LETTER OF INTENT-cum-PURCHASE ORDER

File No. - CIMFR/PUR-14(16)2018

Dated: 15.04.2019

To,  
M/s I.R.Technologies Services Pvt. Ltd.,  
ECO Space Business Park, Block No.4B, 9<sup>th</sup>  
floor,  
Unit No. ESNT4B 0903, New Town Rajarhat,  
Kolkata- 700160

Copy to: M/s LECO Corporation,  
3000, Lakeview Avenue, St. Joseph,  
MI 49085-2396, USA

**Sub.: Purchase of Thermogravimetric Analyzer (TGA).**

**Ref.: Quotation No. INDG/ID7771/TGA701/CIMFR dt. 10.01.2019 from M/s I.R.Technologies Services Pvt. Ltd. .**

Dear Sir,

With reference to your offer and subsequent clarification, I am directed to inform you that the Director, CIMFR has been pleased to place a Letter of Intent-cum-Purchase Order in your favour for Purchase of **Thermogravimetric Analyzer (TGA)**, detailed below as per the terms and conditions enclosed.

Offer No. INDG/ID7771/TGA701/CIMFR dt. 10.01.2019				
Sl.No.	Description/Part No./ Make model	Qty.	Unit Price In INR	Total amount
1.	<b>Branded Computer (DELL/HP)</b> Processor i7 or better, 1 TB HDD, 8GB RAM, 19" LED Colour Monitor with minimum 5 USB ports, MM Keyboard, Optical Mouse with Latest Compatible Software	01 Nos.	₹70,000.00	₹70,000.00
	Extra warranty charges for 4 years @₹2,000/- (After standard warranty of 1 year)	01 Nos.	₹8,000.00	₹8,000.00
2.	HP make Black & White Laserjet Printer	01 Nos.	₹11,000.00	₹11,000.00
	Extra warranty charges for 4 years @₹800/- (After standard warranty of 1 year)	01 Nos.	₹3,200.00	₹3,200.00
3.	Oxygen gas with cylinder	02 Nos.	₹20,000.00	₹40,000.00
4.	Nitrogen gas with cylinder	02 Nos.	₹20,000.00	₹40,000.00
5.	Stainless Steel Double Gas regulator	04 Nos.	₹9,000.00	₹36,000.00
	Extra warranty charges for 4 years @₹200/- (After standard warranty of 1 year)	01 Nos.	₹800.00	₹800.00
<b>Total Ex-Works price</b>				₹2,11,400.00
Insurance & Freight				₹11,933.00
Installation				₹10,000.00
Sub-total				₹2,33,333.00
Add (+) Concessional GST @5%				₹11,666.65
<b>Total Landing cost for Indigenous items</b>				₹2,44,999.65
Rounded off				₹2,45,000.00

### Terms & Conditions:

- 1) Price/Destination: For CIMFR Stores Nagpur Unit-II -02 complete sets.
- 2) Concessional GST @5% extra will paid.
- 3) Warranty: 5 years for Sl No. 1,2 &5.
- 6) Road Permit: Will be provided with LOI cum Purchase Order.
- 7) Delivery Period: Must be delivered synchronizing with the delivery of imported items.
- 8) PBG @10% will be provided by M/s I R Technologies in INR valid for two months beyond the warranty period.

Yours faithfully,

Stores & Purchase officer  
CSIR-CIMFR

Ranjit K Acharya  
15/4/19

Copy to: (1) I.O.: Mr. Ranjit K Acharya (2) Stores (3) Accounts (4) Office Copy, Budget Head: CIMFR FUND/LRF



**नियम एवं शर्तों / TERMS & CONDITIONS**

१. पावती: आपूर्ति के सभी शर्तों की पुष्टि, आदेश दरों की स्वीकृति के अधिकतम २१ दिनों के भीतर किया जाना चाहिए। विनिर्देशों या ड्राइंग में किसी भी बदलाव को आदेश की स्वीकृति के समय पर सूचित किया जाना चाहिए। यदि कोई आदेश तय सीमा के भीतर स्वीकार नहीं किया जाता है तो क्रय आदेश को निरस्त किया जा सकता है।

1. **ACKNOWLEDGEMENT:** The order must be acknowledged immediately maximum within 21 days confirming the acceptance of rates all other conditions of supply. Any variation in specifications or drawing must be intimated at the time of acceptance of order. In case no order acceptance is received within the stipulated period the purchase order is liable to be cancelled.

२. इस आदेश की संख्या और तिथि बिल में और इस आपूर्ति से संबंधित सभी पत्राचार में उद्धृत किया जाना चाहिए।

2- The Number and Date of this order must be quoted in the bill and in all correspondences relating to this supply.

३. अतिरिक्त लागत यथा— पैकिंग, अग्रेषण, बिक्री कर, बीमा, डाक, चुंगी, माल भाड़ा, परिवहन शुल्क आदि का भुगतान नहीं किया जाएगा, यदि क्रय आदेश में इसका विशेष रूप से उल्लेख नहीं किया गया हो तथा आदाता नकद पैसा प्राप्तियों या मूल बाउचर द्वारा समर्थित हो। यह कार्यालय "फार्म सी या डी" कुछ राज्यों को छोड़कर वैज्ञानिक उपकरणों आदि की खरीद पर अनुसंधान और शैक्षणिक संस्थानों पर लागू केन्द्रीय बिक्री कर की रियायती दर हेतु "फार्म सी एवं डी" जारी करने योग्य नहीं है।

3- Additional charges such as packing, forwarding, Sales Tax, Insurance, postal, Octroi, Freight, Transportation Charges etc. will not be paid unless specifically mentioned in order and supported by payees' Cash Money receipts or original vouchers. This office is not eligible to issue "C" or "D" form for the concessional rate of Central Sales Tax applicable to Research and Educational Institute on purchase of scientific instruments etc. except certain states.

४. बिल और भुगतान: इस आदेश और क्रम का नम्बर और तारीख एवं वस्तु की संख्या बिल में उद्धृत किया जाना चाहिए। आपूर्तिकर्ता का बिल स्याही में तैयार या टाइप किया हुआ, विधिवत् पूर्व रसीदी व राजस्व टिकट चिपका हुआ और तीन प्रतियों में प्रस्तुत किया जाना चाहिए। आपूर्तिकर्ता बिल में स्थायी खाता संख्या/टिन नं० जो आयकर एवं बिक्री कर विभाग से निर्गत हो संलग्न करें, अन्यथा बिल पर विचार नहीं किया जाएगा। नगर निगम की सीमा के भीतर चुगी शुल्क भुगतान स्वीकार नहीं किए जाएंगे। भाग बिलिंग सख्त वर्जित है, यद्यपि आपूर्ति एक से अधिक बार की गई हो तो भी अंतिम आपूर्ति के पश्चात् ही बिल दिया जाना चाहिए। बिल का भुगतान माल/भंडार की प्राप्ति, परीक्षण/निरीक्षण/चालन और आदेश के समतुल्य गुणवत्ता, मात्रा और विनिर्देशों के संबंध में संतोषजनक पाए जाने के पश्चात् आपूर्तिकर्ता को भारतीय स्टेट बैंक, हीरापुर शाखा "कोड १६७०", धनबाद द्वारा निर्गत चेक के द्वारा किया जाएगा।

4- **BILLS AND PAYMENT:** The No. and date of this order and Sl. No. of the article must be quoted in the bill. The supplier's bill should be prepared in ink or typed and submitted in triplicate, duly pre-receipted and affixed with revenue stamp. The supplier must furnish Permanent Account Number / TIN No. as allotted by the Income Tax, Sales Tax Department failing which the bill may not be entertained. No claim on account of payment of octroi duty within the limit of Municipal Corporation shall be accepted. Part Billing is strictly prohibited. Even if supply is made in more than one lot bill should be raised only once after making full or final supply. Bills for the supply will be paid after the stores are received, tested/inspected/commissioned and found satisfactory with regard to quality, quantity and specifications ordered for suppliers by crossed "Account Payee" cheque on the State Bank of India, Hirapur Branch (Code 1670), Dhanbad.

५. सभी क्षतिग्रस्त या अस्वीकृत माल अपनी लागत पर लौटाये जाएंगे और जोखिम एवं आकस्मिक व्यय पर वसूली योग्य खर्च किया जाएगा।

5- All damaged or unapproved goods shall be returned at your cost & risk and the incidental expenses incurred thereon shall be recoverable from any of your bills.

६. बीमा के साथ सुपुर्तगी : सुपुर्तगी की तारीख का सख्ती से पालन किया जाना चाहिए, असफल होने पर क्रय आदेश रद्द किया जा सकता है। जुर्माना क्रय आदेश के नियम एवं शर्तों के अनुरूप होगा। सामान सुरक्षित रूप से और सक्षमता से आपूर्तिकर्ता के जोखिम पर निर्गत किया जाना चाहिए और इस आदेश के संदर्भ में उद्धृत भराई लागत सभी पार्सल में रखा जाना चाहिए। स्थानीय कम्पनियों से अनुरोध किया जाता है कि सामान की सुपुर्तगी हमारे भंडारण में किसी भी कार्य दिवस को ०३ बजे अपराह्न से पूर्व दिया जाए।

6- **DELIVERY WITH INSURANCE:** The date of delivery should be strictly adhered to failing which the purchase order is liable to be cancelled. Penalty may be imposed as per P.O. terms & conditions. Goods should be securely, safely and adequately packed & dispatched at the risk of supplier and packing costs quoting this order reference should be kept in all package. Local firms are requested to deliver the goods in our stores before 3.00 PM on any working day.

७. नष्ट क्षतिपूर्ति : जैसा कि समय इस आदेश का सार है, अतः सुपुर्तगी की तारीख का सख्ती से पालन किया जाना चाहिए अन्यथा सम्पूर्ण व आंशिक सुपुर्तगी को स्वीकार नहीं किया जा सकता है और देर से सुपुर्तगी के लिए दंडस्वरूप कुल क्रय लागत का १ प्रतिशत प्रति सप्ताह की दर से अधिकतम १० प्रतिशत तक निदेशक सिम्फर के अनुमोदन से जुर्माना लिया जाएगा।

7- **LIQUIDATED DAMAGES:** As time is the essence of this order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late delivery will be imposed @ 1% per week subject to a maximum of 10% of the total value of supply order beyond 10% subject to approval of Director CIMFR. In case of delay in installation the same rate of penalty shall be leviable.

८. जमानत/आश्चस्ति : उपकरण की जमानत/आश्चस्ति अवधि कम से कम १२ महीनों के लिए सफल स्थापना से किसी भी विनिर्माण दोष के खिलाफ होना चाहिए। यदि उपकरण के किसी भी हिस्से या पूरे उपकरण में जमानत/आश्चस्ति अवधि के दौरान खराबी आई तो हमारे परिसर में ही इसका प्रतिस्थापन/निःशुल्क मरम्मत करना होगा।

8- **GUARANTEE/WARRANTY:** The equipment should be guaranteed against any manufacturing defects for a period of at least 12 months from the date of successful installation as otherwise mentioned. In case any part or whole of the equipment is found to be defective during the guarantee period, then the same will have to be replaced/repared free of cost at our premises.

९. स्थापना और चालन : जहाँ भी स्थापना किया जाना आवश्यक है, उसी के अनुसार निर्धारित समय में खरीद आदेश रद्द किया जा सकता है/क्रय आदेश के नियम एवं शर्तों के अनुरूप दंड लगाया जा सकता है। यदि क्रय आदेश केवल एक मशीन/उपकरण के लिए है, को तुरंत सफलता से स्थापित और चालित किया जाना चाहिए लेकिन किसी भी परिस्थिति में पूर्ति के एक महीने के बाद नहीं होना चाहिए। चालन में देरी १ महीने और जैसा कि क्रय आदेश में उल्लेखित हो, नष्ट क्षतिपूर्ति क्रम सं०७ के अनुसार बिल/संस्था दलाली से काटा जाएगा।

9- **INSTALLATION & COMMISSIONING:** Wherever, installation is required to be done, the same should be done by the supplier as per schedule failing which purchase order is liable to cancelled/penalty may be imposed as Purchase Order terms and conditions. In case the item ordered for is a machine/equipment the same should be successfully installed and commissioned immediately but in no case later than one month of the supply or the same. For delay in commissioning beyond 1 month or otherwise mentioned in the P.O. liquidated damages as per Sl. No.7 may be deducted from the Bill / Agency Commission.

१०. निरस्तीकरण : संस्थान को क्रय आदेश को निरस्त करने का अधिकार है यदि आपूर्तिकर्ता वितरण की समय सीमा को पूरा करने में विफल रहता है और अगर देरी प्रतिकूल संस्थान के उपयोगकर्ता वैज्ञानिक द्वारा दर्ज की गई हो या संस्थान के अनुसंधान व विकास कार्यक्रम को प्रभावित किया हो। आदेश रद्द करने के मामले में कोई मुआवजा नहीं दिया जाएगा।

10. **CANCELLATION:** The institute reserves the right to cancel the order if party fails to meet the delivery deadline and if is recorded by the user scientist that the late delivery has adversely affected the R&D programme of the Institute. In case of cancellation of order no compensation will be paid towards progress of order/procurement.

११. सामान्य : मुद्रित शर्तें, यदि कोई हो, जिसे दर सूची के साथ भेजा गया है को मानने के लिए हम बाध्य नहीं होंगे।

11- **GENERAL:** Printed conditions, if any, contained in or sent along with the quotation shall not be binding on us.

१२. विवाचन : इस अनुबंध से उत्पन्न सभी विवाद भारतीय विवाचन और सुलह अधिनियम १९६६ और उसके प्रतिफल के प्रावधानों के अनुसार निदेशक सिम्फर या उसके नामांकित व्यक्ति को भेजा जाएगा और विवाद आपूर्तिकर्ता पर बाध्यकारी होगा। मध्यस्थता के आयोजन स्थल का निर्णय संस्थान के निदेशक द्वारा लिया जाएगा।

12. **ARBITRATION:** All disputes arising out of this contract shall be referred to the sole arbitration of the D' CIMFR or his nominee as per the provisions of Indian Arbitration and Reconciliation Act 1996 and his award shall be final and binding on the parties to the dispute. The venue of arbitration shall be decided by the Director of the institute.

RKSingh  
15/04/19

Hemraj  
15/4/19