

सीएसआईआर-केन्द्रीय खनन एवं ईंधन अनुसंधान संस्थान



CSIR-CENTRAL INSTITUTE OF MINING & FUEL RESEARCH

(बरवा रोड परिसर, धनबाद-८२६००१, झारखण्ड, भारत)

Barwa Road Campus, Dhanbad – 826 001 (Jharkhand), India

E-mail : spo.cimfr@rediffmail.com

☎ : 0326-2296003/04/27/28

☎ : 0326-2296030 / 2396018

क्रय आदेश (PURCHASE ORDER)

मिसिल सं/ File No. CIMFR/PUR- 14(01)2019

दिनांक/ Date: 25.02.2020

सेवा में/ To,

M/s R. B. Automazione s.r.l.
Corso Europa 202, 16132 – Genova – GE, Italy.
Phone: +39 010 60 90 095
E-Mail: info@rb-autom.it

Copy to:- M/s Orbit Technologies Pvt. Ltd.,
B-50, Industrial Estate, Sanathnagar,
Hyderabad- 500 018, Telangana.
Phone: 040-67216354
E-Mail: orbit@orbitindia.com

Sub.: Purchase of Automatic Geisler Plastometer and Dilatometer.

संदर्भ : Quotation No.: LAB/CAL/19/QN00079/0 dt. 04.09.2019 and Discounted price letter dated: 04.02.2020

प्रिय महोदय/ Dear Sirs,

कृपया निम्नलिखित समग्रियों को नीचे और दूसरी ओर बताए नियम व शर्तों के अनुसार आपूर्ति की व्यवस्था करें/ Please arrange to supply the following articles in the terms & conditions stated below and on the overleaf:

Imported Items, Part-A				
Quotation No.: LAB/CAL/19/QN00079/0 dt. 04.09.2019 and Discounted price letter dated: 04.02.2020				
S. No.	Description of the Item/ Item No.	Qty.	Unit Rate	Total Amount
1.	Fully Automatic Plastometer - Single Furnace version			
	(a) Fully Automatic Plastometer- Single Furnace version, Make: R.B. Automazione s.r.l, Italy, Catalog No: PL 2001	1 No.	EURO 34,020.00	EURO 34,020.00
	(b)			
	(i) Complete Crucible, Make: R.B. Automazione s.r.l, Italy, Catalog No: PL-2000-80	5 Nos.	EURO 960.00	EURO 4,800.00
	(ii) Crucible Stirrer kit (05 Pcs.), Make: R.B. Automazione s.r.l, Italy, Catalog No: PL-2000-85	1 Set	EURO 1,750.00	EURO 1,750.00
	(c) Coal Sample loading device, Make: R.B. Automazione s.r.l, Italy, Catalog No: PL-2000-90	1 No.	EURO 700.00	EURO 700.00
	(d) Software for connecting software with the PC: PC graphics and archiving Software, Make: R.B. Automazione s.r.l, Italy, Catalog No: PL-2000-64	1 No.	EURO 2,360.00	EURO 2,360.00
2.	Fully Automatic Dilatometer- Single Furnace version			
	(a) Fully Automatic Dilatometer- Single Furnace version, Make: R.B. Automazione s.r.l, Italy, Catalog No: DL-4001	1 No.	EURO 37,031.00	EURO 37,031.00
	(b) Tube and piston retort type S, Make: R.B. Automazione s.r.l, Italy, Catalog No: DL-4000-80	1 No.	EURO 1,295.00	EURO 1,295.00
	(c) Tube and piston retort type L, Make: R.B. Automazione s.r.l, Italy, Catalog No: DL-4000-82	1 No.	EURO 1,295.00	EURO 1,295.00
	(d) Multi standard – Coal sample preparation device, Make: R.B. Automazione s.r.l, Italy, Catalog No: PL-4000-88	1 No.	EURO 2,541.00	EURO 2,541.00
	(e) PC graphics and archiving Software, for test data and report management on PC with Window 9X and XP, Make: R.B. Automazione s.r.l, Italy, Catalog No: PL-4000-64	1 No.	EURO 2,360.00	EURO 2,360.00
Discounted Ex-works Price				EURO 88,152.00
Packing, Loading and inland freight				EURO 600.00
Discounted FCA, Genova, Italy Airport				EURO 88,752.00
Less(-) Agency Commission @2% of Ex-works Price				EURO 1,763.04
Total FCA Genova, Italy Price after deduction of agency commission				EURO 86,988.96

Terms & Conditions:

1. Inco-term	FCA Genova, Airport
2. Destination	FOR CSIR-CIMFR, Digwadih Campus, Dhanbad-828108, Jharkhand. (FCA, Genova to FOR destination by CSIR-CIMFR's C&F agent)
3. Delivery Period	16 weeks from the date of final LC.
4. Warranty	Warranty: 03 (Three) years comprehensive warranty. Standard warranty for 01 year and chargeable warranty for 02 years from the date of Installation & Commissioning.
5. Installation & Commissioning:	Taken care by Orbit Technologies at free of cost.
6. Detailed terms & conditions are as per Annexure-I and detailed specifications are as per Annexure-II.	

Yours faithfully,

Stores & Purchase Officer
CSIR-CIMFR

प्रतिलिपि / Copy to: (i) I.O.: Dr. Monalisa Gangopadhyay, Sct. (ii) Stores (iii) Accounts (iv) Office Copy;

बजट का मद/ Budget Head: MLP-92/2019-20

25/02/2020

TERMS & CONDITIONS**1. GENERAL:**

- (i) Supplier has to submit acknowledgement cum Proforma Invoice with bank details within 15 days from the date of Purchase Order. CIMFR will not be responsible for any payment before successful installation, commissioning, training & final acceptance of the ordered items.
- (ii) The order materials must comply strictly with the Specification as mentioned in the LOI cum Purchase Order and your Offer.

2. DELIVERY:

- (i) Ordered materials should be dispatched in FCA, Genova, Italy within 16 weeks from the date of final letter of credit. (ii) Firm will handover complete set to overseas agent of M/s Balmer Lawrie & Co. Ltd. at FCA, Genova, Italy and M/s Balmer Lawrie & Co. Ltd. will deliver at the following address:-

Dr. Monalisa Gangopadhyay, Scientist, Mob: 9403268294, e-mail: monalisa.cimfr@gmail.com
CSIR-CIMFR, Digwadih Campus, Dhanbad-828108, State: Jharkhand, INDIA.

Note:- In case of wrong delivery the delivery charges up to correct destination will be deducted from the bill.

3. WARRANTY:

- (a) The ordered materials should be warranted on site comprehensive against any defects for a period of **03 (Three) years 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 FCA Genova Price of **EURO 86,988.96 (EURO Eighty Six Thousand Nine Hundred Eighty Eight point Nine Six Only)** in favour of the supplier on receipt of the ORDER ACCEPTANCE.

Letter of Credit is to be opened for 100% of the order value. 80% payment will be released on shipment against requisite documents & 20% after verification of successful installation & commissioning of the equipment at our site and 10% PBG as per clause no. 12 of this condition.

Warranty payment terms: Additional warranty charges (EURO 9338.00, for 02 years, for freezing purpose) will be paid on yearly basis towards the receipt of satisfactory service certificate by the user scientist, it will be processed separately after expiry of standard warranty.

"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, Dist: Dhanbad, State: Jharkhand, INDIA.
7. COUNTRY OF ORIGIN	:	Genova, Italy
8. PORT OF SHIPMENT	:	Genova, Italy 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 **38 (Thirty Eight) months i.e. 60 days after the completion of 03 (Three) years** warranty period.

13. AGENCY COMMISSION: 2% of the Ex-works price in INR and taxes as applicable.

14. AMC (For freezing purpose): (i) For Automatic Geisler Plastometer, AMC charges for 05 years is (₹98,000.00 + ₹1,00,000.00 + ₹1,10,000.00 + ₹1,12,000.00 + ₹1,15,000.00) = ₹5,35,000.00 + GST@18%, the AMC includes two (02) planned maintenance visits each year and an break down visit as and when required;

(ii) For Dilatometer, AMC charges for 05 years is (₹98,000.00 + ₹1,00,000.00 + ₹1,10,000.00 + ₹1,12,000.00 + ₹1,15,000.00) = ₹5,35,000.00 + GST@18%, the AMC includes two (02) planned maintenance visits each year and an break down 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 they 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 **3 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 for 02 weeks** 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 details: To be submitted in hard copy with the acknowledgment.

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 event 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 @0.5% 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 through E-mail or 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 destination i.e.

*Dr. Monalisa Gangopadhyay, Scientist, Mob: 9403268294, e-mail: monalisa.cimfr@gmail.com
CSIR-CIMFR, Digwadih Campus, Dhanbad-828108, State: Jharkhand, INDIA.*

Note:- In case of wrong delivery the delivery charges up to correct destination will be deducted from the bill.

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 follows:

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 / kumarjijha@gmail.com

Manager: HDFC Bank, Hiranpur, Dhanbad-826001, State: Jharkhand, India

Mr. Umesh Joshi, Area Sales Head for Foreign Exchange- umesh.joshi@hdfcbank.com

Mr. S Dinesh Kumar, Branch Manager- dineshs.kumar@hdfcbank.com

Mr. Pranav Kumar, Trade & Forex Sales Manager- pranav.kumar3@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

Abhishek Bhattacharya- bhattacharya.abhishek@balmerlawrie.com

Gopendra N. Chowdhury- Mob: 9831423616, E-Mail- 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, www.mallorygroup.com

The same must be sent by courier duly issued to 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 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 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.

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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

Stores & Purchase Officer
CSIR-CIMFR

Richa K
25/02/2020

S. NO.	ITEM DESCRIPTION	Quantity
01.	Fully Automatic Plastometer- Single Furnace version	
A.	<p>Fully Automatic Plastometer- Single Furnace version Catalog: PL 2001 Make: R.B Automazione s.r.l, Italy</p> <p>Automatic Geisler Plastometer for determination of fluidity of coal according to ASTM D2639 and ISO 10329 test methods.</p> <p>Specifications:</p> <ul style="list-style-type: none"> • Working temperature 260 to 600 deg C • Temperature rise rate set 0.5 to 9.9 deg C/min • Stirrer Motor speed: 1000 rev/min • Solder bath stirrer in the Plastometer head • Fluidity display: 0.2 to 100,000 D.D.P.M. • Fluidity resolution: 0.2 D.D.P.M. • Data print interval: 60 sec • System diagnostics: automatic at start up • Hysteresis brake Torque range 15 to 100 g. Inch • Crucible movement: fully automatic • Temperature display in deg C • Alphanumeric printer non-impact type • RS 232 C host computer interface • Power supply : 230 / 120 V 0.8 kVA max <p>Scope of Supply:</p> <ul style="list-style-type: none"> • Single solder bath furnace • Plastometer head • Base unit with automatic lowering assembly • Electronic unit with internal printer • External computer interface-serial data communication <p>Note: Crucible unit and coal sample loading device are not included with the system, which are essential for testing. Need to procure from the below.</p>	1 No.
B.	<p>Complete Crucible Catalog No: PL-2000-80 Make: RB Automazione s.r.l, Italy</p> <p>Complies to ASTM D2639 and ISO 103299 test</p>	5 Nos.

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	methods	
	Crucible stirrer kit, 5 pcs Catalog No: PL-2000-85 Make: RB Automazione s.r.l, Italy	1 No.
C.	Coal Sample loading device Catalog No: PL-2000-90 Make: RB Automazione s.r.l, Italy Static and drop load device as prescribed in ASTM D2639 and ISO 10329 test methods	1 No.
D.	Software for connecting Plastometer with the PC	
	PC Graphics and Archiving Software Catalog No: PL-2000-64 Make: R.B Automazione s.r.l, Italy Note: Computer with Licensed windows operating software is required. The same has been offered in INR items.	1 No.
02.	Fully Automatic Dilatometer- Single Furnace version	
A.	Fully Automatic Dilatometer- Single Furnace version Catalog No: DL-4001 Make: R.B Automazione s.r.l, Italy DL 4000 coal Dilatometer us a fully automatic system for determining the swelling properties of hard coal as per ASTM D5512, ISO 349 and ISO23873 test methods. All the analysis procedure, even the insertion and removal of the tubes into the furnace is automatic. Specifications: <ul style="list-style-type: none"> • Working temperature range: 250 to 600 deg C • Temp. rise rate set: 0.5 to 9.9 deg C/min • Displacement transducers: LVDTs • Dilatation resolution: 1 % • Data print interval: 60 seconds • System diagnostics: Automatic at start up • Tubes movement fully automatic • Temperature display: in deg C • Dilatation display : - 50 % to + 300 % (normal samples): - 100% to + 600 % (short samples) • Non-Impact type Alphanumeric printer • RS 232 C Host computer Interface • Power supply (single furnace) 230 / 120 V – 1.8 kVA max Scope of Supply: <ul style="list-style-type: none"> • Single aluminum bronze blocks furnaces for two retorts • Double displacement transducer 	1 No.

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25/2/17

	<p>system</p> <ul style="list-style-type: none"> • Microprocessor Electronic Unit with internal Printer • Base unit with automatic motorized tubes movement system • Multi standard Coal Sample Preparation device <p>Note: Tube & Piston Retort and coal sample preparation device are not included; the same has to be procured from below.</p>		
B.	<p>Tube & Piston retort Type S Catalog No: DL-4000-80 Make: R.B Automazione s.r.l, Italy</p> <p>Tube and Piston according to ISO 349, ASTM D5515</p>	1 No.	
C.	<p>Tube and Piston Retort type L Catalog No: DL-4000-82 Make: R.B Automazione s.r.l, Italy</p> <p>Tube and Piston according to ISO 8264, ISO 23873, ASTM D5515 and DIN 51739</p>	1 No.	
D.	<p>Multi Standard – Coal sample preparation device Catalog No: DL-4000-88 Make: R.B Automazione s.r.l, Italy</p> <p>According to ISO 349, ISO 8264, ISO 23873, ASTM D5515, DIN 51739 standards.</p> <p>Coal sample preparation device includes: Ram Device (r), Tamping Pins (c), Tamping Pins Guide (d), Funnel (e), Mould (a), Mould Support (b), Mould (t), Press Device (s) (with load cell), Guide Tube (i), Plunger (j), Receptacles (k), Pencil Gauges (f), Stamp (g), Hammer (h), Knife (l), Tube cleaner (m), Cleaning Brush (n), Loading Cylinder (q).</p>	1 No.	
E.	<p>PC graphics & Archiving software, for test data and report management on PC with Window 9X and XP Catalog No :DL 4000 – 64 Make: R.B Automazione s.r.l, Italy</p> <p>Note: Computer with Licensed windows operating software is required. The same has been offered in INR items.</p>	1 No.	

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CENTRAL INSTITUTE OF MINING & FUEL RESEARCH

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

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

E-mail : spo.cimfr@rediffmail.com/spo.ind@rediffmail.com

☎ : 0326-2296030, ☎ : 0326-2296027/28

LETTER OF INTENT-cum-PURCHASE ORDER

मिसिल सं/ File No. CIMFR/PUR- 14(01)2019

दिनांक/ Date: 25.02.2020

To,
M/s Orbit Technologies Pvt. Ltd.,
B-50, Industrial Estate, Sanathnagar,
Hyderabad- 500 018, Telangana.
Phone: 040-67216354
E-Mail: orbit@orbitindia.com

Copy to: M/s R.B. Automazione s.r.l.
Corso Europa 202, 16132 – Genova – GE, Italy.
Phone: +39 010 60 90 095
E-Mail: info@rb-autom.it

Sub.: Purchase of Geisler Plastometer and Dilatometer

Ref.: Quotation No.: LAB/CAL/19/QN00079/0 dt. 04.09.2019

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 Geisler Plastometer and Dilatometer, detailed below as per the terms and conditions enclosed.

Indigenous, Part-B to be supplied by M/s Orbit Technologies Pvt. Ltd., Hyderabad.				
Quotation No.: LAB/CAL/19/QN00079/0 dt. 04.09.2019				
S. No.	Description of the Item	Qty.	Unit Rate (in Rupees)	Total Amount (in Rupees)
1. a.	PC compatible to the offered model Make: Dell, Model: Dell Optiplex 7060 MT. HSN Code: 8471 3010	02 Nos.	₹80,180.00	₹1,60,360.00
b.	MS Office (Licensed latest version)	02 Nos.	₹19,500.00	₹39,000.00
2.	Colour laserjet printer with cable compatible with the computer. Make: HP, Model: HP M154A HSN Code: 8443 3240	02 Nos.	₹25,000.00	₹50,000.00
*Details Specifications are as per Annexure-III.				
Total Ex-works Price				₹2,49,360.00
Packing & forwarding, Transportation, Insurance up to destination				Inclusive
Installation & Commissioning and Training				Free of Cost
Concessional GST @5%, against DSIR-certificate				₹12,468.00
Total Price				₹2,61,828.00
FOR CIMFR Stores				₹2,61,828.00

Terms & Conditions:

- Price: FOR CIMFR Stores, Digwadih Campus, Dhanbad-828108, State: Jharkhand (INDIA).
- Delivery period: 16 Weeks from the date of Final LC.
- GST: Concessional GST @5% as mentioned above. Concessional GST Certificate will be provided with the P.O.
- Warranty: 03 years comprehensive warranty.

Stores & Purchase Officer
CSIR-CIMFR

प्रतिलिपि / Copy to: (i) I.O.: Dr. Monalisa Gangopadhyay, Sct. (ii) Stores (iii) Accounts (iv) Office Copy;

बजट का मद/ Budget Head: MLP-92/2019-20

नियम एवं शर्तें / TERMS & CONDITIONS

१. पावती: आपूर्ति के सभी शर्तों की पुष्टि, आदेश दरो की स्वीकृति के अधिकतम १५ 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 कय आदेश को निरस्त किया जा सकता है।

1. **ACKNOWLEDGEMENT:** The order must be acknowledged immediately maximum within 15 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 कय 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/दिन 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 चुंगी 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 सतोषजनक पाए जाने के पश्चात् आपूर्तिकर्ता को भारतीय स्टेट बैंक, हिरापुर 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 कय आदेश रद्द किया जा सकता है। जुर्माना कय 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 कय 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/आश्वासन : उपकरण की जमानत/आश्वासन अवधि ०५ साल के लिए सफल स्थापना से किसी भी विनिर्माण दोष के खिलाफ होना चाहिए। यदि उपकरण के किसी भी हिस्से या पूरे उपकरण में जमानत/आश्वासन 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 05 years 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/repaired 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/कय आदेश के नियम एवं शर्तों के अनुरूप दंड लगाया जा सकता है। यदि कय आदेश केवल एक मशीन/उपकरण के लिए है, को तुरंत सफलता से स्थापित और चालित किया जाना चाहिए लेकिन किसी भी परिस्थिति में पुति के एक महीने के बाद नहीं होना चाहिए। चालन में देरी १ महीने और जैसा कि कय 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 be 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 कय 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.

शिकेशा निदेश
25/02/2020

हिमय
25/2/20

Annexure-III

S. No.	Description of the Item	Qty.
1. a.	PC compatible to the main equipments. Make: Dell, Model: Dell Optiplex 7060 MT. Specification: Intel core i7, 3.2 GHz, 8GB DDR4 RAM, 1 TB SATA-HDD, Graphics processor AMD Radeon RX550, Optical Drive DVD + RW, loaded Windows 10 Pro along with 24" LED monitor. HSN Code: 8471 3010	02 Nos.
b.	MS Office (Licensed latest version)	02 Nos.
2.	Colour laserjet printer with cable compatible with the computer. Make: HP, Model: HP M154A HSN Code: 8443 3240	02 Nos.

Stores & Purchase Officer
CSIR-CIMFR

25/02/2020