



INDIAN INSTITUTE OF TECHNOLOGY HYDERABAD  
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**FOREIGN PURCHASE ORDER**

PO. No. IITH/PUR/RENUJOHN/2023/F481

Date: 15.02.2024

To  
M/s. Innolas Laser GmbH  
Justus-von Liebig-Ring 8  
82152 Krailing  
Germany

Sub: - Supply & installation of Nano Second Pulsed Laser System with OPO-Reg.

Ref: - Tender No: IITH/RENUJOHN/G/T061 Dt: 04.01.2024.

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Dear Sir,

Kindly arrange to supply the following items on the terms and conditions mentioned below and overleaf:

Sl. No.	Description of the item(s)	Qty	Unit Price in EURO	Total Price in EURO
01	Nano Second Pulsed Laser System with OPO (As per Enclosed List)	01	99860.00	99860.00
Air and Freight Charges				Included
<b>Total Price CIF Hyderabad in EURO</b>				<b>99860.00</b>

**PLEASE SEND YOUR ORDER ACKNOWLEDGEMENT (PROFORMA INVOICE)  
THROUGH E-MAIL/FAX IMMEDIATELY**

**IMPORTANT TERMS & CONDITIONS**

1. Please dispatch the items **BY AIR on Pre-paid basis for Custom Clearance at Hyderabad, Telangana State, India**. The items may please be dispatched in the name of The Director, Indian Institute of Technology Hyderabad, Kandi, Sangareddy District, Telangana., India.
2. Our Imports are under Open General License Scheme as applicable to us vide Import Policy for 2021-2026 of Government of India.
3. **ACKNOWLEDGEMENT:** Acknowledgement for the receipt of the Purchase order should be sent immediately through E-mail intimating the probable date of shipment. A formal order acknowledgement, should be sent within 15 days of receipt of the order along with Security Deposit of 5% of order value valid till beyond 60 days of warranty period, since the Security Deposit will be extended as Performance Bank Guarantee. Otherwise the order is liable to be cancelled. A confirmatory copy of Pro-Forma Invoice should be sent by email. The Pro-Forma Invoice should be a replica of our Purchase order
4. **DELIVERY:** The material should be dispatched within **06 Months** from the date of receipt of PO.

5. **WARRANTY:** Warranty should be provided for **One (01 Year)** from the date of supply, installation, commissioning and testing of the equipment. The defects, if any, during the warranty period are to be rectified free of charge by arranging free replacement wherever necessary. All the expenditure incurred for replacement like freight (To & Fro) , statutory levies/Custom duty on account of the replacement is to be borne by the supplier / agent.
6. Installation & commissioning should be completed within one month of receipt of goods in IITH Stores.
7. **PAYMENT TERMS:** Letter of Credit for 100% of the PO value will be established on receipt of Order Acknowledgment & Bank Guarantee (90% after delivery & Balance 10% after installation & demonstration ) through our Bankers Viz. Canara Bank, IIT Kandi Branch (**Code No. CNRB0003458**), Kandi, Sangareddy, Telangana 502 285, India.
8. **Performance Security:** Performance security for an amount of 5% of the order value in the form of BG from any nationalized bank to be submitted along with order acknowledgement and should be valid for 60 days beyond the date of completion of all contractual obligation including warranty obligation. And it will be returned after 60 days beyond warranty period. ( Refer clause No.3)
9. **Details of documents to be submitted to our Bankers :** The following shipping documents should be submitted to our Bankers  
For claiming Part I 90% payment
  - a. Airway Bill – 2 copies (with original)
  - b. Original Invoice with 1 spare copy for 100% value
  - c. Separate Bill of Exchange for claiming 90% and 10% for payment.
  - d. Packing list original – with 1 spare copies. Please ensure to prepare and send to us separate packing list for each package / container of the consignment.
  - e. A Warranty Certificate – with 1 spare copies. The goods in question should cover a warranty of - months against all manufacturing defects from the date of acceptance of material in IITH.
  - f. Inspection Certificate stating that "having been inspected by your qualified Engineer and have been packed in accordance with the terms and conditions of IITH Purchase Order.
  - g. Certificate of Origin issued by Beneficiary– 2 copies (with original).

Simultaneously, a duplicate set of shipping documents should also be sent directly to us i.e. IIT Hyderabad by email @ [office.stores@iith.ac.in](mailto:office.stores@iith.ac.in) / [ar.purchase@iith.ac.in](mailto:ar.purchase@iith.ac.in) / [hos.snp@iith.ac.in](mailto:hos.snp@iith.ac.in) / [aruna.nenavath@admin.iith.ac.in](mailto:aruna.nenavath@admin.iith.ac.in) This is most important, as this will enable us to arrange clearance of the consignment from customs. Any delay in forwarding the documents will attract demurrage charges and penalty in arranging customs clearance and will be debited to your account. It is also requested to forward a set of shipping documents to IITH Customs Clearing Agent viz. M/s. East West Freight Carriers Ltd, Email: [cshyd@ewfcpl.com](mailto:cshyd@ewfcpl.com), [jignesh@ewfcpl.com](mailto:jignesh@ewfcpl.com), Email: [airoperationshyd@ewfcpl.com](mailto:airoperationshyd@ewfcpl.com), Phone No. +91-40-2776 5896 / 2776 5897.

For claiming Part II 10% payment:

- a. Acceptance certificate/ Installation Report duly signed by User Faculty of IITH.
10. **Liquidated Damages:** If you fail to deliver the goods by the stipulated date, a sum equivalent to 0.5% of contract value for each week of delay or part thereof until actual delivery will be deducted from the contract value, as liquidated damages, subject to maximum deduction of 10% of contract value. Once the maximum is reached, termination of contract may be considered by IITH.
  11. **Risk Purchase Clause:** If you fail to deliver the goods within the maximum delivery period specified, IITH may procure on such terms and in such manner as it deems appropriate. Goods or services similar to those undelivered and you are liable to IITH for any excess costs for such similar goods and services.

12. **Arbitration:**