

lian Institute of Technology Hyderabi

## INDIAN INSTITUTE OF TECHNOLOGY HYDERABAD Kandi, Sangareddy, Telangana 502 285., INDIA Tel: +91 40 23016823 Email: office.stores@iith.ac.in, Email: <u>purchase.src@iith.ac.in</u> GST Number: 36AAAAI2661J1ZP

## **PURCHASE ORDER**

PO.No. IITH/PUR/SGSINGH/2022/F1166R

Date: 15.03.2023

To M/s. Bio-Logic SAS 4 rue de Vaucanson 38170 Seyssinet-Pariset-France

Sub: - Supply & Installation of Chassis for Multichannel Electrochemical Test Station- Reg

Ref: Your Quotation No. 2022/9517-A, Dated: 25.01.2023. Tender No: IITH/EE/SGSINGH/2023/O/T083G Dt: 02.02.2022

Dear Sirs,

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

S. No.	Description of Materials	Qty	Unit Price in EURO	Total Price in EURO	
01.	Chassis for Multichannel Electrochemical Test Station	List	List	4,500.00	
	(Technical Specifications)	Enclosed	Enclosed		
Add: FCA Charges					
Add: CIP Charges included					
TOTAL PRICE CIP HYDERABAD PORT, INDIA					

#### **TERMS & CONDITIONS**

1. 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.

2. DELIVERY: The material should be dispatched within <u>22 Weeks</u> from the date of receipt of the Purchase Order. Please dispatch the items BY AIR on Freight prepaid basis for Customs 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.

Our Imports are under Open General License Scheme as applicable to us vide Import Policy for 2015-20 of Government of India.

3. WARRANTY: Warranty should be provided for 24 months 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. Any expenditure including statutory levies & To & Fro Shipping Charges on account of the replacement is to be borne by the supplier / agent.

**4. Installation & Commissioning:** Installation & Commissioning, should be completed within one month of receipt of goods in IITH Stores, wherever applicable.

**5. Payment Terms:** 100% Advance payment against submission of Bank Guarantee will be made via Wire Transfer for value through our Bankers viz. Canara Bank, IIT Hyderabad Branch, (AD CODE 0243290-8170342) Kandi – 502 285 Sangareddy Dist., Telangana, India.

**5.1. Bank charges:** All the bank charges within India from IIT Hyderabad account and beyond India all the bank charges from Vendor's account.

6. Documents: The set of Original shipping documents (Airway Bill, Invoice, Packing List, Guarantee Certificate) must be directly sent to our bankers M/s Canara Bank, IIT Hyderabad Branch (3458) & a duplicate set of shipping documents to be sent to us to enable speedy customs clearance.

7. Intimation of Shipment: Pre Alert Advice regarding AWB/BL copy, invoice, packing list, must be intimated to us (Email: <u>office.stores@iith.ac.in</u>, <u>ar.purchase@iith.ac.in</u> & <u>ramakrishna.p@admin.iith.ac.in</u>) and our customs clearing agent well in advance. The name & address of our customs clearing agent is M/s. Prakash Freight Movers Ltd.,Email:hyderabad@pfmlindia.com, Email: <u>gaurav@pfmlindia.com</u>, Phone No. +91 (40) 66810031/32, Fax: +91 (40) 6681 0033.

8. Liquidated Damages: If you fail to deliver the goods by the stipulated date, a sum equivalent to 1% 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.

**9. 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.

**10. Penalty/Demurrage Charges:** In case of demurrage/Penalty for delay in filing Bill of Entry due to wrong shipment papers, due to delay in intimation about the dispatch of shipment, Custom Queries or if the flight arrives on holidays (Sat & Sun) or any other reason not attributable to IITH and Custom Clearing Agent. The demurrage/Penalty charges will be borne by Supplier/Indian Agent

#### 11. Arbitration:

- a) Unless otherwise specified, in all cases of disputes which cannot be settled by mutual negotiations, the disputes or differences shall finally be settled and binding on both parties by arbitration in conformity with the rules of Indian Arbitration and Conciliation Act 1996. All disputes or differences whatsoever arising between the parties out of relating to the construction, meaning and operation or effect of the general terms and conditions including the Purchase Order or the breach thereof shall be binding on the parties.
- b) Performance of the Purchase Order shall continue during arbitration and any subsequent proceedings.
- c) The jurisdiction and venue of arbitration shall be Hyderabad. The Arbitrator will be the Director, IITH or his nominee.

**12.** FORCE MAJEURE: If the performance of the obligation of either party is rendered commercially impossible by any of the events hereinafter mentioned, the same party shall notice of 15 days from the date of such an event in writing to the other party (i) Government Regulations (ii) Legislation (iii) Natural Disasters (iv) Strikes (v) Lockout (vi) Act of God.

**13. PACKING:** Kindly ensure that the material is well packed with a water proof paper or polythene sheet and suitably cushioned to withstand the rigorous of journey from warehouse to warehouse. All fragile items must be packed in suitable crates.

THE ORDERED ITEMS SHOULD BE SENT IN POSSIBLE MINIMUM NUMBER OF PACKAGES, TO AVOID PAYMENT OF MUCH AIRFREIGHT CHARGES ETC. Each package should be suitably numbered and copy of the detailed packing list relating to its contents kept in it. Kindly also keep a set of three copies or the (i) invoice (ii) complete packing list and (iii) catalogue / pamphlet in a pouch externally fixed to the cases in a conspicuous location. The pouch can be a piece of water proof canvas cloth of suitable size or a polythene cover sealed on all sides and nailed to one of the sides of the case. This will help us and our clearing agent to arrange prompt clearance of the material from the customs authorities in India.

All packages should bear the following marks: PACKAGE NUMBER..... ORDER REF. No. ..... SIZE..... NETT WEIGHT.... GROSS WEIGHT..... HANDLE WITH UTMOST CARE...... DELICATE SCIENTIFIC MATERIAL FOR RESEARCH ACTUAL USER (NON-INDUSTRIAL) IMPORTER CODE No. 0910004013 PAN No. AAAAI2661J, GST No. 36AAAAI2661J1ZP

### CONSIGNEE: THE DIRECTOR INDIAN INSTITUTE OF TECHNOLOGY HYDERABAD Kandi, Sangareddy – 502 285 Telangana. INDIA

Kindly note that the entire material against this Order should be supplied in one lot. Pro-rata and trans-shipment is not permissible. Any loss on account of this will be to your account.

14. HSN Code: The HSN Code of the item/equipment should be specified in the Invoice.

15. COTACT DETAILS OF FREIGHT FORWARDER: Please contact our Indian Clearing Agent for<br/>getting the details of their partner clearing agent in your Country in case of Ex-Works/FOB/FCA<br/>Orders.Orders.M/s.PrakashFreightMoversLtd.,Email:hyderabad@pfmlindia.com,<br/>Email:gaurav@pfmlindia.com, Phone No. +91 (40) 6681 0031/32, Fax: +91 (40) 6681 0033.

Your specific co-operation is once again requested for scrupulous compliance to our terms contained in this Purchase Order.

# All Other Terms and conditions are as per tender Document

Kindly acknowledge receipt of this Order.

Yours Sincerely,

(सुरेश नायर / Suresh Nair) सहायक कुलसचिव/ Assistant Registrar 😽

Prepared by :

Copy also to: -

- 1) Accounts Section (Funds: Project: G305]
- 2) Indentor: Dr. Shiv Govind Singh (Dept. of EE)

Reviewed by:

- 3) Stores Section
- 4) Canara Bank, IIT Hyderabad Branch, Kandi, Sangareddy. AD Code: 0243290-8170342
- 5) Customs
- 6) Guard File
- 7) File copy.

## PO. No. IITH/PUR/SGSINGH/2022/F1166

Date: 10.03.2023

Our Offer									
Seq No.	Part No	Description	Qty	Unit Price in EUR	Total Price in EUR				
1	092-150e	SP-150e- 2 slots (2 channel max)- including EC-Lab software package SP-150e chassis for single channel potentiostat or bipotentiostat with communication board and cables provided with EC-Lab® and EC-Lab® Express software (Windows 32 bits).	1.00						
2	092-CHAS-T	Chassis Topicalization (Protection Coating Spray for Chassis from humidity, heat, cold, fungal attack)	1.00	*					

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