



INDIAN INSTITUTE OF TECHNOLOGY HYDERABAD  
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GST Number: 36AAAI2661J1ZP

**FOREIGN PURCHASE ORDER**

PO. No. IITH/PUR/SIREESH/2022/F1167

Date: 10.03.2023

To  
**M/s. Hottinger Bruel & Kjaer GmbH**  
Im Tiefen See 45,  
64293 Darmstadt, Germany  
Tel : +49 6151 803 0 Fax: +49 6151 803 9100  
Email: [poorvikha.chandrasekaran@hbkworld.com](mailto:poorvikha.chandrasekaran@hbkworld.com)  
[patil.shashidhar@hbkworld.com](mailto:patil.shashidhar@hbkworld.com)

Sub: Supply of 1-MX840-PAKEASY & 1-KAB272-W-0.2 - Reg.  
Ref: Quotation No: 9999726722-8 channel universal DAQ, Dated: 10.02.2022.  
Tender No: IITH/SIREESH/Civil/2022/S/T092 Dt: 06.02.23

Dear Sir,

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

S. No.	Description of the Items	Qty	Unit Price in Euro	Total Price in Euro
01.	1-MX840-PAKEASY	01	9,537.75	9,537.75
02.	1-KAB272-W-0.2	01	177.00	177.00
			<b>Add: Freight Charges</b>	100.00
(Technical specifications annexure enclosed)				
<b>Total Value in Euro: CIP Hyderabad port</b>				<b>9,814.75</b>

**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, should be sent within 07 days of receipt of the order

**2. DELIVERY:** The material should be dispatched within **24 Weeks** from the date of receipt of 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 **12 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% after supply** will be made via Wire Transfer for value through our Bankers viz. Canara Bank, IIT Hyderabad Branch, (AD CODE 0243290-8170342) Kandi - 502284 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. Intimation of Shipment:** Pre Alert Advice regarding AWB/BL copy, invoice, packing list, must be intimated to us (Email: [office.stores@iith.ac.in](mailto:office.stores@iith.ac.in), [ar.purchase@iith.ac.in](mailto:ar.purchase@iith.ac.in) & [ramakrishna.p@admin.iith.ac.in](mailto:ramakrishna.p@admin.iith.ac.in)) 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](mailto:hyderabad@pfmlindia.com), Email: [gaurav@pfmlindia.com](mailto:gaurav@pfmlindia.com), Phone No. +91 (40) 66810031/32, Fax: +91 (40) 6681 0033.

**7. 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.

**8. 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.

**9. 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

**10. 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.