

FOREIGN PURCHASE ORDER

PO.No. IITH/PUR/5(5.15)/BASHA/2022/JICA-05

Date: 20-01-2023

To,
M/s GDS Instruments,
A Division of Global Digital Systems Ltd.
Unit 32 Murrell Green Business Park
London Road, Hook, Hampshire, RG27 9GR, U.K.

Sub: - Supply, Installation & Commissioning of Fully Automated Unsaturated Soil Triaxile Testing System with Bender Elements - Reg.

Ref: - IITH Tender Ref: - IITH/JICA/BASHA/CE/2022/O/T005G dated 19.09.2022.

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 GBP	Total Price in GBP
01	Fully Automated Unsaturated Soil Triaxile Testing System with Bender Elements	1	67,380.00	67,380.00
Packing & Freight Charges				3,180.00
Total Price (CIP Hyderabad Airport) in GBP				70,560.00

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

IMPORTANT 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 15 days of receipt of the order & Original 5 Nos of copies of JICA Contract should also be sent along with order acknowledgement. and the INTEGRITY PACT on Non-Judicial Stamp Paper & 3% Performance Bank Guarantee (refer column 8).
- 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 502 284, Sangareddy, Telangana State, India.
- Our Imports are under Open General License Scheme as applicable to us vide Import Policy for 2015-20 of Government of India.
- 4. DELIVERY:** The material should be dispatched within **26 weeks** from the date of receipt of Letter of Credit.

5. **WARRANTY:** Warranty should be provided for **12 Months** from the date of 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. The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, custom duty, local taxes if any should be borne by the beneficiary or his agent. No cost will be borne by IIT Hyd.
6. **Installation & commissioning** should be completed within one month of receipt of goods in IITH Stores.
7. **PAYMENT TERMS:** The Letter of Credit will be established by Bank of India, Tokyo Branch. The payment will be on 90% & 10% basis, i.e. 90% after delivery & 10 % after installation through Bank of India, Tokyo (As per Tender Chapter – 3: Conditions of contract, clause 15 (B)).
8. **Performance Security:**
- Within fifteen (15) days of the award of contract, the vendor shall furnish a Performance Bank Guarantee amounting to **03%** of the purchase order value in the form of Demand Draft/Bank Guarantee (from scheduled bank only) favoring the Director, Indian Institute of Technology, Hyderabad.
 - IIT Hyderabad will forfeit the **03%** Performance Bank Guarantee if vendor fails to execute the order as per the Purchase Order. This Security Deposit will be refunded to the vendor only on successful installation, commissioning and training of the supplied equipment / system & completion of warranty obligation.
 - The Performance Security should be valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations, since the same Performance Security will be extended as Warranty Bank Guarantee.
9. **Details of documents to be submitted:** The following shipping documents should be submitted in Original along with other LC documents to the Bank of India, Tokyo & copy to us by email. The documents should be consigned in the name of IIT Hyderabad.

For claiming Part, I - 90% payment

- a. Airway Bill – 2 copies
- b. Original Invoice with 1 spare copy claiming 90% value.
- c. Packing list original – with 2 spare copies. Please ensure to prepare and send to us separate packing list for each package / container of the consignment.
- d. A Warranty Certificate – with 2 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.
- e. Inspection Certificate that "having been inspected by your qualified Engineer and have been packed in accordance with the terms and conditions of IITH Purchase Order.
- f. Certificate of Origin – 2 copies (with original).
- g. Acceptance certificate for 90% payment duly signed by IITH
- h. Copy of 3% PBG.

Intimation of Shipment: Pre Alert Advice regarding AWB/BL copy, invoice, packing list, must be intimated to us (Email: office.stores@iith.ac.in, ar.purchase@iith.ac.in & 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, Email: gaurav@pfmlindia.com, Phone No. +91 (40) 66810031/32, Fax: +91 (40) 6681 0033.

For claiming Part II - 10% payment:

- a. Invoice with 1 spare copy claiming 10% value.
- b. Acceptance certificate for 10% duly signed by IITH.