



**CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE  
PILANI (RAJASTHAN) – 333 031**

FAX: 01596-242135, 242294

REGISTERED POST

PH NO. 01596-244710

**PURCHASE ORDER FOR IMPORT**

**PURCHASE ORDER NO. 401/NWP-25/ODG/10-Pur/2011/F-56**

**DATE: 24.1.2012**

To  
M/s Nanometrics Incorporated,  
1580 Buckey Drive,  
Milpitas, CA 95035, U.S.A.

Indian Agent:-

M/s Harley Instruments,  
Plot No. 4, Survey No. 47,  
Pune-Satara Road, PUNE – 411 009

**Ref: Your / your Indian Agents quotation No. W4114 Rev B dated 22.9.2011 & HI/Nanometrics/SL-138 dated 4<sup>th</sup> January 2012.**

**Sub: Supply of Hall Effect Measurement System.**

Dear Sirs,

This has reference to the under reference quotation. You are requested to kindly arrange to supply the stores as per details given below, strictly as per ordered specifications and terms and conditions attached with this order. The goods must be supplied by you strictly on or before 14-16 Weeks ARO failing which the purchase order is liable to be cancelled without assigning any reason.

S. No.	Description of Stores	Qty	Rate	Unit	Amount
	HALL EFFECT MEASUREMENT SYSTEM (AS PER SPECIFICATIONS SHEET ATTACHED)				USD 1,87,240=00
<b>NOTE: The terms &amp; conditions attached with this order must be adhered to avoid dispute in the supply of ordered goods</b>		Total Ex-works			1,87,240=00
		Less Special Discount			15,000=00
		Discounted Price			1,72,240=00
		Add Packing charges			Inclusive
		FOB charge – Ground Transport Nagoya Airport, JAPAN			800=00
<b>Note: The supplier shall send the order acknowledgement along with Proforma Invoice and Performance Bank Guarantee of 10% of order value valid for delivery period, warranty period plus two months.</b>		Training at CEERI, Pilani			Inclusive
		Installation & Commissioning			Inclusive
		<b>Total FOB Shipping Airport USD</b>			<b>1,73,040=00</b>

  
**STORES & PURCHASE OFFICER**

No. 401/NWP-25/ODG/10-Pur/2011

S. No.	Description of Items	Qty.	Rate USD	Unit	Amount USD
1.	Part No. HL5500PC Hall Measurement System A neatly packaged, full-featured Hall Measurement System designed to meet or exceed ASTM Standard F76. The system includes the Hall measurement electronics, a compact measurement head, computer system and sophisticated measurement software. The measurement head includes a dual temperature sample stage (for room temperature and 77K measurements) and four manipulator probes.	1 No.	1,87,000=00	Each	1,87,000=00
2.	Part No. HL5500/M50 Magnet Assembly, Nominally 0.5T		Inclusive		Inclusive
3.	Part No. PC-HT-KIT Controlling Computer with 17" Flat Monitor		Inclusive		Inclusive
4.	HL5580PC High resistivity Buffer Amplifier / current source and shielded sample holder		Inclusive		Inclusive
5.	Part No. HL5504 Hall Calibration Set with containing 4 set resistors and one KSY10 Sample		Inclusive		Inclusive
6.	Part No. HL5550PC-240 Low Temperature Stage (LN2) with Temperature Controller operating voltage 240 V. with vacuum Pump. Temp Range for the Cryostat-90K to 500K		Inclusive		Inclusive

7.	Part No. HL5520 Stereo Microscope		Inclusive		Inclusive
8.	Part No. HL5503 3" Sample Dewar		Inclusive		Inclusive
9.	Part No. HL5505 TWO temperature (77K & room temp) stage for up to 4" wafers		Inclusive		Inclusive
10.	Part No. HL5510 Additional Manipulators with Probe Needle and Signal Cable for Hall Bar measurements		Inclusive		Inclusive
11.	Part No. HL5202 Replacement Probe Needles,	4 Nos.	240=00	For 4 Nos.	240=00
	Total Ex-Works USD				1,87,240=00
	Packing Charges				Inclusive
	FOB charge : Ground Transport Nagoya Airport				800=00
	Less Discount				15,000=00
	Discounted Price USD				1,73,040=00
	<b>Total FOB Shipping Airport USD</b>				<b>1,73,040=00</b>

## **TERMS AND CONDITIONS**

### **1. PRICES :**

- 1.1** The prices are FOB shipping Nagoya international Airport including Packing, Forwarding, & logistics Documentation, Installation and Commissioning at CEERI Training of CEERI Technical / Scientific Staff at CEERI at the time of Installation and Commissioning.
- 1.2** The prices are excluding bank charges payable in India but inclusive of bank charges outside India on L/C.
- 1.3** The supplier confirms that the prices are firm and fixed and shall not change upwardly in any condition, till the satisfactory installation / commissioning and performance of the equipment is shown at CEERI
- 1.4** No additional charges will be paid to the supplier for any services or documentation, what so ever not mentioned in order terms.
- 1.5** Air Freight & Insurance shall be paid by C.E.E.R.I. in India.

**2. INSURANCE:** The transit Insurance will be arranged by buyer in India from Warehouse of the supplier / manufacturer to the Warehouse of the buyer.

**3. DELIVERY PERIOD:** The equipment in accordance with the Purchase Order shall be supplied within 14-16 Weeks ARO. The complete equipment along-with all other items shall be supplied in one lot in accordance with the specifications & terms & conditions of Purchase Order without any discrepancy. In case any discrepancy / shortage is found at the time of opening of packages, the supplier shall be responsible for the same and shall rectify / supply the same on free of charge FOR basis without lapse of any time.

### **4. PACKING :**

- 4.1** The supplier shall arrange to pack the equipment in completely vacuum sealed foil / plastic packing then the same shall be packed in standard Import/Export crate packing suitable for weather proof, Airworthy transportation suitable for Rail or other appropriate Road Transportation in India.

- 4.2 Each package should clearly indicate the name of Consignee, Purchase Order Number, L/C Number, Package Number, SCIENTIFIC EQUIPMENT and up word marking.
- 4.3 In case of poor packing and without marking of consignment as 4.2 the supplier shall only be responsible for damages /losses to the consignment.

## 5. MODE OF SHIPMENT :

- 5.1 The supplier shall ship the consignment by Airfreight on freight collect basis FROM NAGOYA INTERNATIONAL AIRPORT, JAPAN TO IGI AIRPORT, NEW DELHI.
- 5.2 The supplier shall route the consignment through buyer's Forwarding and Consolidation Agent i.e. **THE SUMITOMO WAREHOUSE CO., LTD., NARITA AIRPORT OFFICE, ROOM 220, DAI-ICHI KAMOTSU DAIRITEN BLDG., NARITA INTERNATIONAL AIRPORT, NARITA, CIBA 282-8691 JAPAN, CTC : MR. MASANORI NAKAO, TEL: 81 476 32 8160, FAX : 81 476 32 8288, E-mail : [nakao.masanori@sumitomo-soko.co.in](mailto:nakao.masanori@sumitomo-soko.co.in)**
- 5.3 The supplier shall consign the consignment to :  
**THE DIRECTOR,  
CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE,  
PILANIL - 333031 (RAJASTHAN) INDIA**
- LANDING AIRPORT - IGI AIRPORT, NEW DELHI**
- 5.4 The supplier shall arrange to ship the consignment/equipment within the validity of L/C failing which L/C amendment charges shall be borne by supplier.
- 5.5 **THE SUPPLIER SHALL SEND THE ORDER ACKNOWLEDGEMENT WITHIN 21 DAYS FROM THE DATE OF ISSUE OF THIS ORDER.**

## 6. DOCUMENTATION :

- 6.1 The supplier shall keep in the packages a copy of set of complete shipping documents i.e Invoice, Packing List, Certificate of origin, Quality Control & Inspection Test Certificate, Warranty Certificate inside the packages of consignment.

- 6.2 The supplier shall faxed the documents as per clause 6.1 to CEERI & confirmation copy by Courier along with the technical literature of equipment service/ operation manual, circuit diagram, publications & other documents related to the equipment, free of charge along-with the duplicate shipping documents, soon after the consignment/equipment is offered for shipment.
- 6.3 The original shipping documents as per clause 6.1 shall be presented against L/C by the supplier for their payment as per clause 13.2.
- 6.4 The supplier shall arrange export documentation at their end for exporting the consignment well in advance to avoid the delay in the shipment.

## **7. CUSTOMS CLEARANCE :**

- 7.1 The supplier shall arrange export customs clearance in their country free of charge.
- 7.2 The buyer shall arrange import customs clearance in India at their own cost through their clearing agent on receipt of advance shipping documents through FAX. In case the shipping documents are not received before landing of consignment, the demurrage charges shall be payable by the supplier.
- 7.3 The supplier/Indian Agent shall provide their help and document if needed at the time of customs clearance in India without any lapse of time.
- 7.4 The buyer shall arrange delivery of consignment from customs through their clearing agent and shall be transported to the installation & commissioning site at C.E.E.R.I.

## **8. INSPECTION :**

- 8.1 The supplier and buyer shall open the consignment at installation site and shall inspect the items. In case of any discrepancy / shortage / damages, in the consignment the same shall be listed out and authenticated by supplier & buyer.
- 8.2 The supplier shall rectify the discrepancies/supply the short shipped and damaged items without lapse of time free of charge on FOR, CEERI, Pilani basis without waiting & settlement of insurance claim to avoid the delay in completion of installation / commissioning / performance of the equipment.

## **PRE-INSTALLATION REQUIREMENTS :**

- 9.1** The supplier shall intimate pre-installation requirements like space, power, water supply and other infrastructural items needed for the installation / commissioning of the equipment along-with the acknowledgment of the order to enable CEERI to provide the same at installation site before receipt of equipment by CEERI.

## **10. INSTALLATION & COMMISSIONING :**

- 10.1** The supplier shall arrange the installation/commissioning of the equipment at CEERI free of cost by their trained technical experts/engineers.
- 10.2** The supplier shall arrange to show the performance of the equipment up-to the satisfaction of CEERI's technical experts/scientists/users, according to the agreed performance criteria.
- 10.3** The installation of the equipment will be carried out by M/s Harley Instruments, Pune, followed by a visit of Nanometrics expert for measurement of CEERI samples.
- 10.4** The supplier shall arrange to complete the job of installation/commissioning and measurements of CEERI samples by the expert of Nanometrics within 30 days from the call letter for installation.
- 10.5** The supplier shall make their own arrangements for their personals at their own cost towards lodging, boarding, to and fro air fare for the period of installation & commissioning and necessary tests of the equipment.

## **11. ACCEPTANCE :**

- 11.1** The supplier shall arrange performance tests as per agreed criteria at installation site in the presence of CEERI's technical expert/scientist/user to their satisfaction and shall be authenticated by both parties.
- 11.2** In case the test results do not meet the CEERI's requirements, the supplier shall be bound to show the test results up-to the satisfaction of CEERI.
- 11.3** The buyer shall reserve the right to reject whole equipment or part thereof, in case the equipment or part thereof is not found as per specifications of purchase order and the seller is unable to show satisfactory performance.

## **12. PERFORMANCE SECURITY :**

**12.1** The supplier shall arrange to furnish an un-conditional performance bank guarantee from first class bank equivalent to 10% of order value valid for warranty period plus two months at the time of Installation. In case of failure of satisfactory performance of the equipment, satisfactory after sale service during the warranty period the performance bank guarantee shall be forfeited. The supplier shall have no right for any claim.

## **13. PAYMENT :**

**13.1** The buyer shall arrange to open Irrevocable Letter of Credit for 100% FOB Value i.e. **USD 1,73,040=00** after receipt of acknowledgement/ acceptance of order along with Performance Bank Guarantee of 10% of order value.

**13.2** The supplier shall present invoice for 90% amount i.e. **USD 1,55,736=00** along with the shipping documents against L/C for their payment within the validity of L/C.

**13.3** The balance 10% amount i.e. **USD 17,304=00** shall be paid by the buyer after satisfactory installation/commissioning and satisfactory performance test on presentation of Invoice of 10% balance amount along with satisfactory installation/commissioning and performance test Certificate.

**13.4** The Bank charges within India shall be borne by the buyer & bank charges out side India shall be borne by the supplier.

**13.5** The L/C shall be opened on mutually agreed terms and conditions after that any amendment to the L/C if requested by the supplier, the buyer reserves the right to accept or reject the request of supplier. In case the L/C is amended at the request of supplier, the L/C amendment charges for both side shall be borne by the supplier.



#### **14. GUARANTEE :**

- 14.1** The suppliers warrants that the equipment shall conform to the specifications mentioned in Schedule –I.
- 14.2** The supplier warrantees that the equipment is guaranteed/warranted for a period of One year from the date of its acceptance by CEERI against all manufacturing defects. If the equipment is found defective during this period, the whole equipment or part thereof will have to be repaired/replaced by the supplier free of cost at CEERI.
- 14.3** In case the supplier fails to put the equipment in satisfactory operational condition or to show satisfactory performance of the equipment or unable to repair within the prescribed period, the whole equipment shall have to be replaced free of charge on FOR, CEERI, Pilani basis up-to the satisfaction of CEERI including installation / commissioning/ performance / acceptance test or the whole money spent in the purchase of equipment shall have to be refunded by supplier to CEERI.

#### **15. AFTER SALE SERVICE:**

- 15.1** The supplier warrantees that the supplier and their Indian Agent shall ensure the comprehensive maintenance of the equipment at their cost during the guarantee/warranty period. The replacement parts shall be arranged by supplier free of charge on FOR, CEERI, Pilani basis during the warranty period.
- 15.2** The supplier or their Indian Agent shall attend to break down calls as and when informed by the CEERI without lapse of time.

#### **16. INDIAN AGENTS :**

- 16.1** M/s. Harley Instruments, PUNE is authorized Indian agent of the supplier.

#### **17. SPARE PARTS :**

- 17.1** The supplier warrants for the supply of spare parts for a period of 10 years and shall supply the spare parts as and when needed by the buyer .
- 17.2** In case of discontinuation of equipment after 10 years, the supplier shall intimate to the buyer about the same in advance. The buyer reserves the right to purchase or not to purchase spare parts.

## **18. TRAINING :**

**18.1** The supplier shall arrange the training CEERI officials for operation & maintenance of the equipment at the time of installation / commissioning at CEERI free of charge.

## **19. FALL CLAUSE :**

**19.1** If the prices go downwards than the quoted prices, the benefit in this situation shall be allowed to CEERI/CSIR by the supplier.

**19.2** The supplier shall certify that the equipment shall not be supplied to anyone less than the contract price during the period of execution of CEERI/CSIR order.

## **20. LIQUIDATED DAMAGES/ PENALTY:**

**20.1** Subject to the operation of Force majeure time for delivery and acceptance is the essence of this contract. Claims for extensions of time on account of force majeure shall be granted subject to provide evidence of the events constituting force majeure.

**20.2** In case the delivery of goods is not made on or before the prescribed date of delivery or the installation & commissioning is not completed within stipulated period by the supplier a penalty @ 0.5% per day up to maximum of 10% of order value will be charged from the supplier for delayed period.

## **21. FORCE MAJEURE:**

**21.1** Neither of the Parties hereto shall be liable for damage or have the right cancel for any delay or default in performing it's control including but not limited to Fire Storm, Floods, Earthquakes, acts of God, Government restrictions, continuing domestic or international problems ( such as wars, rebellion, insurrections, strikes, riots, work stoppages, labour dispute) or delay as to ancillary materials, which affect the dates of fulfillment of any obligations as per the Purchase Order. Such dates will be respectively postponed for the period of continuance of such force majeure circumstances and the other party can suspend the performance of it's obligations correlated to the postponed obligation of the affected party.

The obligation thus postponed shall be resumed after the force majeure circumstances have ceased. At the beginning, during and at the pre-visible end of the force majeure circumstances the parties shall promptly consult with each other about appropriate counter measures to be taken.

If the performance of obligations of any party should be delayed more than six (06) months by reasons of force majeure circumstances mentioned above, the parties shall mutually consult about subsequent performance of obligations.

**22. CANCELLATION OF ORDER :**

**22.1** In the event of suppliers failure to execute the order within the delivery schedule as per terms and conditions under the contract, CEERI/CSIR reserves the right to cancel the Purchase Order without assigning any reason. The supplier shall not have the right to claim compensation to this effect.

**23. ARBITRATION :**

**23.1** All disputes or differences arising under and out of, or in connection with the contract, if concluded, shall be referred to the sole arbitration by an arbitrator appointed under the provisions of India Arbitration Act. 1940 by CSIR/CEERI. The same shall be binding on both the parties.

**24. GOVERNING LAW :**

**24.1** The agreement/contract shall govern by the laws of India and any legal matter under the contract shall be taken by the parties in India in a court of competent jurisdiction.

  
STORES & PURCHASE OFFICER