



**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. 05/GAP-3233/OMG/10-Pur/2019/F-10**

**DATE: 30.09.2019**

To  
M/s Entegris GmbH,  
HUGO-JUNKERS-RING 5  
GEBaUDE 107W  
01109 Dresden  
Germany

**Ref: Your quotation No. 20394152 dated 09.07.2019.  
Sub: Supply of GPUS2500FHX04R00CA etc.**

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 4 to 5 weeks after receipt of Purchase Order for item No. 1, after release of payment of item No. 1, the item No. 2 will be supplied within 6 to 8 weeks, failing which the purchase order is liable to be cancelled without assigning any reason.

S.No.	Description of Stores	Qty	Rate USD	Unit	Amount USD
1.	GPUS2500FHX04R00CA GPUS 2500 HX .25 IN FS M-M	1 No.	5,610/-	Each	5,610.00
2.	GPUS2500FYX04R00CA	1 No.	4,600/-	Each	4,600.00
<b>NOTE: The terms &amp; conditions attached with this order must be adhered to avoid dispute in the supply of ordered goods</b>		Total FCA Malaysia			10,210.00
		Packing & Forwarding charges			Inclusive
		Installation/ Commissioning at CSIR-CEERI, Pilani			N.A.
		Training at the time of Installation at CSIR-CEERI, Pilani			N.A.
		Total FCA Shipping Airport, Malaysia			10,210.00

  
**STORES & PURCHASE OFFICER**

## TERMS AND CONDITIONS

### 1. **PRICES :**

- 1.1 The prices are FCA Shipping International Airport, Malaysia including Packing and Forwarding and Inland handling etc.
- 1.2 The supplier confirms that the prices are firm and fixed and shall not change upwardly in any condition, till the items received in good condition at CSIR-CEERI, Pilani.
- 1.3 No additional charges will be paid to the supplier for any services or documentation, what so ever not mentioned in the order terms.
- 1.4 Air Freight & Insurance shall be paid by CSIR-CEERI in India.

2. **INSURANCE:** The transit Insurance will be arranged by Clearing Agent in India from Warehouse of the supplier / manufacturer to the Warehouse of the CSIR-CEERI.

3. **DELIVERY PERIOD:** The items in accordance with the Purchase Order item No. 1 shall be supplied within 4 to 5 weeks after receipt of Purchase Order. After release of payment of item No. 1, the item No. 2 shall be supplied within 6 to 8 weeks. The ordered items shall be supplied in partial shipment 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 CSIR-CEERI, Pilani basis without lapse of any time.

### 4. **PACKING :**

- 4.1 The supplier shall arrange to pack the items 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, Package Number, SCIENTIFIC DELICATE ITEMS, HANDLE CARE FULLY 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 MALAYSIA INTERNATIONAL AIRPORT TO IGI AIRPORT, NEW DELHI.
- 5.2 The supplier shall route the consignment through buyer's Forwarding and Consolidation Agent i.e. **AERO SEA SDN. BHD., LOT 3E TO LOT 5E, WORLDWIDE BUSINESS PARK BUILDING, JALAN 13/50, 40675 SHAH ALAM, SELANGOR, MALAYSIA, TEL: 03-55110537, FAX: 03-55110539, ATTN: MR. WK FOO, EMAIL: [foowk@pd.jaring.my](mailto:foowk@pd.jaring.my).**
- 5.3 The supplier shall consign the consignment to :  
**THE DIRECTOR,  
CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE,  
PILANI - 333031 (RAJASTHAN) INDIA**
- LANDING AIRPORT- IGI AIRPORT, NEW DELHI**
- 5.4 **THE SUPPLIER SHALL SEND THE ORDER ACKNOWLEDGEMENT WITHIN 21 DAYS FROM THE DATE OF ISSUE OF THIS ORDER ALONG WITH PERFORMA INVOICE MENTIONING THE BANK DETAILS i.e. NAME OF BANK, ADDRESS OF BANK, ACCOUNT NUMBER, SWIFT CODE ETC.**

**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 fax/email the documents as per clause 6.1 to CSIR-CEERI & confirmation copy by Courier along with the technical literature of items service/operation manual, circuit diagram, publications & other documents related to the items, 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 by the supplier through overseas banker to CSIR-CEERI banker i.e. State Bank of India, Bus Stand, Alwar -301110 (Rajasthan), INDIA for their payment.
- 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 email/ 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 CSIR-CEERI, Pilani- 333031 (Rajasthan).

## **8. INSPECTION**

- 8.1** Inspection of items shall be done by CSIR-CEERI technical experts / Scientists at CSIR-CEERI, Pilani, immediately after receipt of the ordered item, if found any shortage / defect will be informed to supplier within Five working days.
- 8.2** The supplier shall rectify the discrepancies/supply the short shipped and damaged items without lapse of time free of charge on FOR CSIR-CEERI, Pilani basis, without waiting & settlement of insurance claim to avoid the delay in completion of performance of the equipment.

## **9. ACCEPTANCE :**

- 9.1** The supplier shall arrange performance tests as per agreed criteria at installation site in the presence of CSIR-CEERI's technical expert/scientist/user to their satisfaction and shall be authenticated by both parties.
- 9.2** In case the test results do not meet the CSIR-CEERI's requirements, the supplier shall be bound to show the test results up-to the satisfaction of CSIR-CEERI.
- 9.3** 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.

## **10. PAYMENT :**

- 10.1** Payment of each item may be released after receipt of item in good condition at CSIR-CEERI, Pilani on submission of certificate by the CSIR-CEERI Scientist that the item has been received in good condition and working satisfactorily.

## **11. GUARANTEE :**

- 11.1** The suppliers warrants that the items shall conform to the specifications mentioned in order.
- 11.2** The supplier shall provide the standard warrantee for a period of One Year of the items from the date of its acceptance by CSIR-CEERI against all manufacturing defects. If the items are found defective during this period, the whole items or part thereof will have to be repaired/ replaced by the supplier free of cost at CSIR-CEERI, Pilani.
- 11.3** In case the supplier fails to put the items in satisfactory operational condition or to show satisfactory performance of the items or unable to repair within the prescribed period of One Year of standard warranty , the whole items shall have to be replaced free of charge on FOR CSIR-CEERI, Pilani basis up-to the satisfaction of CSIR-CEERI or the whole money spent in the purchase of items shall have to be refunded by supplier to CSIR-CEERI.

## **12. AFTER SALE SERVICE:**

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

## **13. FALL CLAUSE :**

- 13.1** If the prices go downwards than the quoted prices, the benefit in this situation shall be allowed to CSIR-CEERI by the supplier.
- 13.2** The supplier shall certify that the items shall not be supplied to anyone less than the contract price during the period of execution of CSIR-CEERI order.

**14. LIQUIDATED DAMAGES/ PENALTY:**

- 14.1 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.
- 14.2 In case the delivery of items is not made on or before the prescribed date of delivery by the supplier a penalty @ 0.5% per Week up to maximum of 10% of order value will be charged from the supplier for delayed period.

**15. FORCE MAJEURE:**

- 15.1 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.

**16. CANCELLATION OF ORDER :**

- 16.1 In the event of suppliers failure to execute the order within the delivery schedule as per terms and conditions under the contract, CSIR-CEERI 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.

**17. ARBITRATION :**

17.1 Any and all disputes or controversies arising under, out of or in connection with these Terms and Conditions or the sale or performance of the Products or services shall be resolved by final and binding arbitration in the country of Entegris. The arbitrators shall have no power to add to, subtract from or modify any of these Terms and Conditions. Any award rendered in such arbitration may be enforced by either party in the applicable courts of the country of Entegris, to whose jurisdiction for such purposes Entegris and Buyer each hereby irrevocable consent and submit.

*[Handwritten signature]*  
30/9/2014

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