



# CENTRAL INSTITUTE OF MINING & FUEL RESEARCH

(CSIR, Ministry of Science & Technology, Govt. of India)

HQ: Barwa Road, Dhanbad – 826001 (Jharkhand), India

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CIMFR's GSTIN No.: 20AAATC2716R1ZT, PAN: AAATC2716R, Service Tax Reg.No.: AAATC2716RSD035

## LETTER OF INTENT / PURCHASE ORDER

File No. - CIMFR/PUR-14(20)2018

Date: 13.03.2019

To,  
M/s Lumex - marketing LLC, Malyi Prospect V.O., 58, <<A>>,  
St. Petersburg, 199178 Russia  
Phone: +7(812) 718-53-90, Fax: +7(812) 718-53-99  
E-Mail: lumex@lumex.ru, http:// www.lumex.ru

**Sub.: Procurement of Speciating Mercury Stack Emission Testing USEPA Toolkit.**

Ref.: Quotation No. Quotation No. 1315/19-IN, dt. 08.02.2019 from M/s Lumex - marketing LLC, Russia.

Dear Sir,

With reference to your offer and subsequent clarification, I am directed to inform you that the Director, CIMFR has been pleased to place a Letter of Intent-cum-Purchase Order in your favour for Speciating Mercury Stack Emission Testing USEPA Toolkit detailed below as per the terms and conditions enclosed.

### Quotation No. 1315/19-IN, dt. 08.02.2019

S.No	Description of the Item	Qty.	Unit Rate	Total Amount
1.	<b>Speciating Mercury Stack Emission Testing USEPA Toolkit</b> comprising the following equipment:	01	USD 80,000.00	USD 80,000.00
1.a	RA-915M Zeeman Mercury Analyzer (including base unit, dedicated Software for RA-915M on CD, analyzer-PC interface cable, power supply unit (for operation from an a.c. mains), power cord, absorption charcoal filter, dust-proof filter, air intake hose, tool set, analyzer transfer bag, operation manuals for RA-915M; New advanced version of dedicated software for RA-915M)	01		
	<b>Accessories, Consumables and Spare Parts for RA-915M</b>			
	Hg Source Lamp Assembly	01		
	Absorption charcoal filter for RA-915M	01		
	Dust-proof filter for RA-915M (1 set = 5 pcs.)	01		
1.b	<b>Pyro-915+ Attachment for analysis of solid and complex-matrix samples by thermal decomposition for sorbent trap analysis for Stack Mercury emissions monitoring</b> , mercury measurement of bottom ash, coal etc. (including 5 pcs. quartz sampler boat, 5 pcs. quartz dosing unit with holder, 4 pcs. thermal chamber windows, and operation manual)	01		
	<b>Accessories, Consumables and Spare parts for Pyro-915+</b>			
	Quartz Sampler boat	10		
	Quartz dosing unit with holder	06		
	Inlet charcoal filter for Pyro-915+	01		
	Outlet absorption filter for Pyro-915+	01		
	Thermal Chamber Window for Pyro-915+ (Set of 2 Pcs.)	02		
1.c	<b>OLM30B-Sampling Probe</b> (dual trap)230VAC stainless, 6 feet long with cooling blower 20 feet Non heated connecting tubes and electrical lines water/acid gas removal scrubbers filled with dry right OLM30B sampling console, dual manual, 230VAC	01		
2.	<b>RP-91NG attachment for analysis of mercury in natural gas</b> (incl. Single-path cell for RP-91NG attachment, Spares set, Documentation set)	01	USD 10,240.00	USD 10,240.00
3.	<b>Accessories, Consumables and Spare Parts for Mercury Stack Emission Testing USEPA Toolkit</b>			
3.a	Sorbent traps Method 30B (10mm) speciating	100	USD 100.00	USD 10,000.00
3.b	Sorbent traps Method 30B (10mm) spiked at 100 ng	20	USD 115.00	USD 2,300.00
3.c	Sorbent traps Method 30B (10mm) (non spiked)	500	USD 55.00	USD 27,500.00
3.d	NIST-traceable Mercury SRM solution (1 mg/ml), 5-ml ampule	03	USD 20.00	USD 60.00
3.e	Precision Variable Pipette with 96 spare tips 0-100 mcl	01	USD 160.00	USD 160.00
3.f	Coconut Charcoal, 130g	01	USD 30.00	USD 30.00
<b>Sub-total</b>				<b>USD 1,30,290.00</b>
FCA St. Petersburg delivery to CIMFR Authorized Freight Forwarder in St. Petersburg Customer Clearance within Russia to be done by Seller				USD 320.00
Insurance up to FCA St. Petersburg				USD 200.00
<b>Total FCA Value as quoted by firm</b>				<b>USD 1,30,810.00</b>

Terms & Conditions:	
1. Price	FCA St. Petersburg
2. Destination	FOR CIMFR Stores, Digwadih Campus.
3. Warranty	3 Years from the date of Installation & commissioning.
3. Delivery Period	3 months from the date of final L.C.
4. Terms & conditions are as per Annexure-I	

Yours faithfully,

Stores & Purchase officer  
CSIR-CIMFR

Copy to: (1) I.O.: Dr. Hridesh Agarwalla (2) Stores (3) Accounts (4) Office Copy, Budget Head: LRF.

*15/03/19*  
*15/03/19*  
*15/03/19*



**TERMS & CONDITIONS****1. GENERAL:**

Supplier has to submit acknowledgement cum Performa Invoice with Port of shipment and Banker's detail immediately from the date of Purchase Order. CIMFR is not liable for any payment for any expenditure before successful installation and commission and final acceptance by the User. The order materials must comply strictly with the Specification as mentioned in the LOI/Agreement and your Offer.

**2. DELIVERY:** (i) Ordered materials should be dispatched in **FCA St. Petersburg Russia** within **3 months** from the date of opening of letter of credit. (ii) Our freight forwarder will take up the imported consignment in **FCA St. Petersburg Russia** from the foreign principal and deliver complete set at the following address:-

**Dr. Hridesh Agarwalla, Gr. IV (II)**  
Mob.- 7008874113, E-Mail – hridesh.agrwl@gmail.com  
CSIR-CIMFR,  
Digwadih Campus, P.O.: FRI, Dhanbad-828108, Jharkhand, Country: India

Note:- In case of wrong delivery the delivery charges up to correct destination will be deducted from the bill of responsible one i.e., either supplier or freight forwarder.

**3. WARRANTY:**

(a) The ordered materials should be warranted on site comprehensive against any defects for a period of **3 years** from the date of its installation, successful commissioning and final acceptance by the user Scientist. The warranty period shall be automatically extended for such period for which the equipment is not attended installation of our written request. Spare parts must be made available at least for 10 years of placement of order. Declaration of consumables of any component after order is not accepted.

(b) On receipt of the Cargo by the Buyer if it is found that the same has either been wrongly shipped or damaged in transit for inadequate packing for which the Insurance Company does not take any responsibility, the supplier has to arrange for FREE REPLACEMENT including TO and FRO (where applicable) charges of freight forwarder, insurance premium and charges for clearing at Kolkata Airport.

**4. PAYMENT:**

The Buyer will establish a Letter of Credit for an amount of **USD 1,30,810.00 (United States Dollar One Lakh Thirty Thousand Eight Hundred Ten Only)** in favour of the supplier on receipt of the ORDER ACCEPTANCE.

Letter of Credit to be opened for 100% of the order value. 80% payment will be released against requisite documents & 20% after successful installation & commissioning and verification of PBG.

*"If the firm fails to get the equipment installed, commissioned and demonstrated successfully at CIMFR within the schedule, they will have take back their equipment at their own cost after refunding the entire amount incurred by the Institute for importing the equipment with interest. The firm will also be blacklisted from all CSIR Labs. Both the manufacturer and the I.A. will be held responsible for such failure".*

**5. PACKING & PACKING LIST:**

To be suitably packed in Special Export Packing to withstand Air Transmissions enroute to Destination, India. Copy of Packing List is to be kept in each case/carton/package/box. Packing list should indicate the L/C No., P.O. No., Number of Box, Contents, Gross and Net Weights and Cubic Measurement etc. Supplier has to replace the damaged material due to packing of the material. There should be clear cut marking on the each packed of the consignment about the destination i.e., respective CIMFR Stores as elaborated in delivery clause, Country: India. Any additional expenditure due non-marking/wrong marking about destination will be deducted from the supplier's bill.

<b>6. CONSIGNEE</b>	:	Director, CSIR-CIMFR, Barwa Road Campus, PIN-826001, Dist.: Dhanbad, State: Jharkhand, India
<b>7. COUNTRY OF ORIGIN</b>	:	<b>RUSSIAN FEDERATION</b>
<b>8. PORT OF SHIPMENT</b>	:	<b>Any International Airport of Russia</b>
<b>9. PORT OF DESTINATION</b>	:	<b>Kolkata Airport</b>
<b>10. MODE OF SHIPMENT</b>	:	<b>By Air</b>
<b>11. IMPORT LICENSE</b>	:	<b>Open General License</b>

Handwritten signature and date: 15/3/19, RK Singh



(3)

## 12. PERFORMANCE BANK GUARANTEE:

An unconditional Performance Bank Guarantee (PBG) for 10% of the total order value issued from an Indian scheduled Bank needs to be submitted within 21 days from the date of Purchase Order. The PBG must be valid for a period of **38 (thirty eight) months** i.e. **60 days after the completion of 3 (three) years** warranty period.

## 13. AGENCY COMMISSION: NA

## 14. AMC: NA

## 15. FOLLOW UP OF PURCHASE ORDER / L/C:

The Indian Agent will keep in touch with the shipment of the consignment and will be responsible for the follow up of the same with their Principal for ascertaining the dispatch details and informing the same to CIMFR and shall also liaise with CIMFR to ascertain the arrival of the consignment after clearance, so that, immediately thereafter in his presence the consignment could be opened and insurance claim be lodged, if required, without any loss of time. Any delay on the part of Indian Agent would view seriously and he shall be directly responsible for any loss sustained by CIMFR on the event of the delay.

## 16. INSTALLATION, COMMISSIONING & TRAINING:

The consignment must be opened and get inspected by the user Scientist in the presence of the Indian Agent within **2 days** of delivery at Stores. The installation and commissioning shall have to be completed within 30 days of delivery of the consignment by engineers of your Indian Agent at CIMFR. The entire job will be sole responsibility of the Indian Agent and to be arranged by Indian Agent. The firm must ensure that training is imparted to CIMFR personnel regarding operation and preventive maintenance.

## 17. BANK CHARGES:

- i. All Bank Charges in India to be borne by Importer and Foreign Bank Charges to be borne by Beneficiary.
- ii. In case of any amendment the entire charges will be borne by the Beneficiary.
- iii. **Banker's detail: To be submitted with the Proforma Invoice cum acknowledgement.**

## 18. FORCE MAJEURE:

The supplier shall not be liable for forfeiture of its performance security liquidated damages or termination for default, if and to the extent, that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure For purposes of this clause. "Force Majeure" means an even beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and cause thereof. Unless otherwise directed by the purchaser in writing. The supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## 19. PENALTY CLAUSE:

Since, time of delivery of the ordered stores is the essence of the contract. The supplier shall arrange to ship the ordered materials as stipulated workout any fail. The same must be got installed & commissioned immediately as per schedule.

However, in case the shipment cannot be made within agreed upon time, CIMFR shall have the right to claim penalty for late delivery and late installation & commissioning @ 1% of the contract value per week subject to a maximum of 10%. The rate of penalty changes may go beyond 10% depending the magnified of delay and non compliance of the commercial terms & conditions. If the delay in shipment and late installation & commissioning of the ordered materials attributable to the supplier exceeds the time period mentioned in the Purchase Order from the date of original agreed upon date of shipment, CIMFR shall have the right to cancel the contract/purchase order. This also applies for violation of any of the contractual terms in any form.

## 20. INSURANCE:

Insurance of the Cargo will be arranged by the purchaser. As soon as AIRWAY BILL covers the Cargo, the AIRWAY BILL number and date should be intimated to us through E-mail or FAX to cover insurance of the consignment.

## 21. PROTECTION AGAINST DAMAGE:

The equipment must be capable of withstanding power failures and equipment should not be prone to damage due to power failures and trip outs. The normal voltage and frequency condition available at the site are as follows:

Normal Voltage: 230 +/- 10% on single phase or 415 +/- 10% on 3-phase, frequency 50 +/- 5% Hz.

## 22. DESPATCH OF THE CONSIGNMENT:

The consignment duly single source certificateked and labeled/marked about destination i.e;

**Dr. Hridesh Agarwalla, Gr. IV (II),**

**CSIR-CIMFR,**

**Digwadih Campus, P.O.: FRI, Dhanbad-828108, Jharkhand, Country: India**

Note:- In case of wrong delivery the delivery charges up to correct destination will be deducted from the bill of responsible one i.e., either supplier or freight forwarder.

Should be handed over by the supplier to the authorized CHA of the buyer, who will arrange for its clearance, shipment & handling, transportation to Kolkata Airport, India.

From  
15/3/19  
Rk Singh  
15/3/19



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Once the Cargo is dispatched a complete set of shipping documents viz Original Invoice, AWB, Single source certificate, Original Invoice, Certificate of Origin etc., must be sent by fax/E-mail to the following:

**Buyer,** i.e: CSIR-CIMFR, Barwa Road Campus, PIN-826001, Dist.: Dhanbad, State: Jharkhand, Country: INDIA  
Tele-Fax No.: +91-0326-2296030, E-mail: [spo.cimfr@rediffmail.com](mailto:spo.cimfr@rediffmail.com) / [kumarijha@gmail.com](mailto:kumarijha@gmail.com)

**Manager: HDFC Bank, Hirapur, Dhanbad-826001, State: Jharkhand, India**

**Mr. Umesh Joshi, Area Sales Head for Foreign Exchange- [umesh.joshi@hdfcbank.com](mailto:umesh.joshi@hdfcbank.com)**

**Mr. Shivnandan Singh, Branch Manager- [shivnandan.singh@hdfcbank.com](mailto:shivnandan.singh@hdfcbank.com)**

**Mr. Ranjit Pandey, Trade & Forex Sales Manager- [ranjit.pandey@hdfcbank.com](mailto:ranjit.pandey@hdfcbank.com)**

**CHA/Freight Forwarding Agent: M/s Balmer Lawrie & Co. Ltd.,**

Address: 21, Netaji Subhas Road, Kolkata – 700 001 (West Bengal)

Tel- 033-2222 5456 / 457 / 458

Satyajit Shankar Guha, Chief Branch Manager- [guha.ss@balmerlawrie.com](mailto:guha.ss@balmerlawrie.com);

Mohit Kumar, Deputy Manager- Mob: 9007066782, E-Mail- [kumar.m@balmerlawrie.com](mailto:kumar.m@balmerlawrie.com);

Abhishek Bhattacharya- [bhattacharya.abhishek@balmerlawrie.com](mailto:bhattacharya.abhishek@balmerlawrie.com)

Gopendra N. Chowdhury- Mob: 9831423616, E-Mail- [chowdhury.gn@balmerlawrie.com](mailto:chowdhury.gn@balmerlawrie.com)

**CHA's Overseas Associate- Tatyana Vericheva, Leading specialist, Airfreight Department  
CJSC Militzer & Muench,**

DME airport office, office 8-11, bld8, Domodedovo airport area, 142015 Moscow region, Russia.

Mob: 007 903 722 08 84 | Tel: 007 495 580 74 40/41 | Fax 007 495 580 74040/41 ext 14

E-Mail- [Tatyana.Vericheva@mum-net.ru](mailto:Tatyana.Vericheva@mum-net.ru) , [Tatyana.vericheva@gmail.com](mailto:Tatyana.vericheva@gmail.com)

**Ilya Masyutin, Agency Network Director**

TIELog Ltd.

Sherrizone, Sheremetyevo International Airport, 141580 Moscow Region, Russia

Tel: +7 495 234 31 46 ext. 105 | Fax: +7 495 234 31 40 | Mobile: +7 903 729 93 02

E-Mail- [ilya.masyutin@tielog.net](mailto:ilya.masyutin@tielog.net)

The same must be sent by courier duly issued to CIMFR, Dhanbad along with the details of the consignment so that necessary documents required could be submitted in time for getting the consignment cleared without the levy of Customs Duty / Demurrage, in case of the courier agency is not able to arrange for insurance, please arrange insurance at your end on warehouse basis.

### **23. CLEARANCE OF CONSIGNMENT AT AIRPORT:**

The day the Cargo is handed over to our forwarding agent for shipment, the same should immediately be intimated to us along with copies of Invoice & Packing List (box wise), Certificate of Origin to enable us its clearance at Kolkata Airport without any demurrage/port charges.

**24.** The supplier or its Indian representative commits himself to take all measures necessary to prevent corruption. It will not, directly or through any other person or firm will offer, promise or give to any of the CSIR-CIMFR employees involved in the procurement process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled.

The supplier or its Indian representative will not enter with other bidders into any undisclosed formal/informal agreement or understanding. This applies in particular to the prices, specifications, certificates, subsidiary contracts or any action which restricts the fairness in the procurement process. If it is found at the later stage that the supplier has given the wrong/incorrect information or if the bidder or its Indian representative firm has committed a transgression through the violation of the contents stated as above, or in any other form such as to put his reliability or credibility in question, the purchase is fully entitled to disqualify him from the current as well as future procurement process including tender process and award of the contract/purchase order, and no correspondence will be entertained in this regard.

### **25. GOVERNING LAW:**

**Jurisdiction:** This contract between the supplier and the buyer shall be governed by the LAWS of India and under this contract shall be taken by the parties only in Dhanbad, India to competent jurisdiction.

**Arbitration:** All disputes arising out of this contract shall be referred to the sole arbitration of the D, CIMFR or his nominee as per the provisions of Indian Arbitration and reconciliation Act 1996 and his award shall be final and binding on the parties to the dispute. The venue of arbitration shall be decided by the Director of the institute.

**26.** The Firm must confirm the LOI cum Purchase Order for supply, in form of Performa Invoice and come with Rs.100/- Non-Judicial Stamp Duty for carry out Contract Agreement at CSIR-CIMFR, Barwa Road Campus within 15 days from issue of the LOI-cum Purchase Order.

Yours faithfully,

Stores & Purchase officer  
CSIR-CIMFR

Raj Singh  
15/05/19 15/3/19



(5)

## Annexure-II

File No. CIMFR/PUR/14(20)2018

Date: 13.03.2019

Ser. No.	Description	Qty
1.	<b>Speciating Mercury Stack Emission Testing USEPA Toolkit</b> comprising the following equipment:	1
1.a	<b>RA-915M Zeeman Mercury Analyzer</b> (including base unit, dedicated Software for RA-915M on CD, analyzer-PC interface cable, power supply unit (for operation from an a.c. mains), power cord, absorption charcoal filter, dust-proof filter, air intake hose, tool set, analyzer transfer bag, operation manuals for RA-915M; New advanced version of dedicated Software for RA-915M)	1
	<b>Accessories, Consumables and Spare parts for RA-915M</b>	
	Hg Source Lamp Assembly	1
	Absorption charcoal filter for RA-915M	1
	Dust-proof filter for RA-915M (1 set=5 pcs)	1
1.b	<b>Pyro-915+ Attachment for analysis of solid and complex-matrix samples by Thermal Decomposition for sorbent trap analysis for Stack Mercury emissions monitoring</b> , mercury measurement of bottom ash, coal, etc. (including 5 pcs. quartz sampler boat, 5 pcs. quartz dosing unit with holder, 4 pcs. thermal chamber windows, and operation manual)	1
	<b>Accessories, Consumables and Spare parts for Pyro-915+</b>	
	Quartz sampler boat	10
	Quartz dosing unit with holder	6
	Inlet charcoal filter for Pyro-915+	1
	Outlet absorption filter for Pyro-915+	1
	Thermal Chamber Window for Pyro-915+ (set of 2pcs)	2
1.c	<b>OLM30B-Sampling probe</b> (dual trap) 230VAC stainless, 6 feet long with cooling blower 20 feet Non heated connecting tubes and electrical lines Water/acid gas removal scrubbers filled with dry right OLM30B sampling console, dual manual, 230VAC	1
2	<b>RP-91NG attachment for analysis of mercury in natural gas</b> (incl. Single-path cell for RP-91NG attachment, Spares set, Documentation set)	1
3.	<b>Accessories, Consumables and Spare parts for Mercury Stack Emission Testing USEPA Toolkit</b>	
3.a	Sorbent traps Method 30B (10mm) speciating	100
3.b	Sorbent traps Method 30B (10mm) spiked at 100 ng	20
3.c	Sorbent traps Method 30B (10mm) (non spiked)	500
3.d	NIST-traceable Mercury SRM solution (1 mg/ml), 5-ml ampule	3
3.e	Precision Variable Pipette with 96 spare tips 0 -100 mcl	1
3.f	Coconut Charcoal. 130 g	1

Henry  
15/3/17  
Rk Singh  
15/03/19