



केन्द्रीय खनन एवं ईंधन अनुसंधान संस्थान
CSIR-CENTRAL INSTITUTE OF MINING & FUEL RESEARCH

(वैज्ञानिक एवं औद्योगिक अनुसंधान परिषद्)
(Council of Scientific & Industrial Research)
(बरवा रोड परिसर, धनबाद-८२६०१५, झारखण्ड, भारत)
Barwa Road Campus, Dhanbad – 826 015 (Jharkhand), India

Purchase order

GST No.20AAATC2716R1ZT
GST TDS No. 20AAATC2716R1D2
File No. CIMFR/PUR-9(95)2020
To,
M/s QMR Blasting Analysis,
Post: PO Box 5184
Kenmore East Qld 4069
Australia
e-mail: garycavanough@qmagnetic.com.au

Dated: 12/03/2021

Sub: Procurement of Bulk Emulsion Analyser.

Sir,

Please arrange to supply the articles following on the terms & conditions stated below and on the overleaf:

Quote No. 29071958 dt. 17/02/2021 and 29171958-Revised dt. 03/03/2021				
S.N.	Description	Qty.	Unit price	Total Price
1.	QMR Bulk Explosives Analyzer (Bulk Emulsion Analyser) Note: Allow 100 tests. Consumables and Calibration for 100 tests are included.	02	AUS\$17809.00	AUS\$35,618.00
CIP New Delhi India Airport				AUS\$35,618.00
Australian Dollar Thirty Five Thousand Six Hundred Eighteen Only.				

Terms & Conditions

- Price FOR : CSIR-CIMFR, Barwa Road, Dhanbad-826015
- CSIR-CIMFR will not be responsible for any payment before successful Installation, commissioning and final Acceptance of ordered item.
- Delivery Scheduled: Within 6-10 weeks from the date of issue of purchase order.
- Ultra Enviro-System (UES) P Ltd. New Delhi India will organize Customs Clearance at Delhi Airport and Final Delivery of materials to CIMFR Dhanbad India
- Installation & Commissioning, Training: Within one month from the date of receipt of material at CSIR-CIMFR, Dhanbad, by Ultra Enviro-System P Ltd will be responsible for final installation and training at CIMFR Dhanbad.
- Payment Terms: 100% payment through FTT within 30 days after receipt, acceptance of material by the consignee, installation, commissioning and training, on production of all required documents by the supplier.
- Warranty: One year from the date of Installation.
- Concessional Custom Duty and Clearance charge at New Delhi Airport will be paid by CSIR-CIMFR at actual against DSIR Registration & DCEC.

Yours faithfully,

Firoj Ali
12/3/21
भंडार एवं कय अधिकारी
Stores & Purchase Officer.
सी०एस०आई०आर०-सिम्फर
CSIR-CIMFR

H. H. H. H.
12/03/21

प्रतिलिपि / Copy to :

Indentor : Dr. Firoj Ali, Scientist, CSIR-CIMFR, Barwa Road, Dhanbad			
Stores Section	PME/Accounts	Office Copy/Spare	Budget Head: MLP-78/LRF

TERMS & CONDITIONS

1. GENERAL:

Supplier has to submit acknowledgement cum Proforma Invoice with Port of shipment immediately from the date of LOI cum 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 cum Purchase Order and your Offer.

2. DELIVERY: (i) Delivery within 6-10 weeks of receipt of order (ii) M/s Ultra Enviro-System P Ltd. New Delhi India will organize Customs Clearance at Delhi Airport and Final Delivery of material to **the following address:-**

Dr .Firoj Ali, Scientist

CSIR-CIMFR, Barwa Road, Dhanbad-826015, Jharkhand, 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:

- The ordered materials should be warranted on site comprehensive against any defects for a period of **01(one) year** from the date of its installation, and 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.
- 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 Delhi Airport.

4. PAYMENT:

Payment Terms: 100% payment CIP AUS\$35,618.00 (Australian Dollar Thirty Five Thousand Six Hundred Eighteen Only) will be paid through FTT within 30 days after receipt, acceptance of material by the consignee, installation, commissioning and training, on production of all required documents by the supplier.

"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 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.

6. CONSIGNEE	:	Director, CSIR-CIMFR, Barwa Road Campus, Dhanbad-826015, Jharkhand, Country: India
7. PORT OF SHIPMENT	:	Any International Airport in Australia
8. COUNTRY OF ORIGIN	:	Australia
9. PORT OF DESTINATION	:	New Delhi Airport
10. MODE OF SHIPMENT	:	By Air
11. IMPORT LICENSE	:	Open General License

12. AGENCY COMMISSION: N.A.

13. FOLLOW UP OF PURCHASE ORDER: M/s Ultra Enviro-System P Ltd. New Delhi 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 (M/s Ultra Enviro-System P Ltd. New Delhi) would view seriously and he shall be directly responsible for any loss sustained by CIMFR on the event of the delay.

14. INSTALLATION, COMMISSIONING & TRAINING:

The consignment must be opened and get inspected by the user Scientist in the presence of the Indian Agent (M/s Ultra Enviro-System P Ltd. New Delhi) within **07 days** after receipt of material in CSIR-CIMFR, Dhanbad, Stores. The installation, commissioning & Training 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.

15. BANK CHARGES:

- All Bank Charges in India to be borne by Importer and Foreign Bank Charges to be borne by Beneficiary.
- In case of any amendment the entire charges will be borne by the Beneficiary.
- Bankers details : Bank: Suncorp, BSB: 484-799, Account number: 52085380, Swift Code: METWAU4B**

16. FORCE MEJEURE:

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.

17. 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@0.5 % 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.

18. INSURANCE:

- Insurance of the Cargo will be arranged by the Supplier from their Warehouse to CSIR-CIMFR, Dhanbad, Stores.
- As soon as AIRWAY/Sea Port BILL covers the Cargo, the AIRWAY/Sea Port BILL number and date should be intimated to us by through E-mail or FAX to cover insurance of the consignment.

19. 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

20. DESPATCH OF THE CONSIGNMENT: The consignment duly packed and labeled/marked about destination i.e. :-

Dr .Firoj Ali, Scientist

CSIR-CIMFR, Barwa Road, Dhanbad-826015, Jharkhand, 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.

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

Buyer, i.e. CSIR-CIMFR, Barwa Road Campus, PIN-826015, Distt.: Dhanbad, State: Jharkhand, Country: INDIA

Tele-Fax No.: +91-0326-2296030, E-mail: spo@cimfr.nic.in / spo.cimfr@rediffmail.com / kumarjijha@gmail.com, pkuthwal@cimfr.nic.in

CSIR-CIMFR's Banker: Manager, HDFC Bank, Hirapur, Dhanbad-826001, State: Jharkhand, India

Freight Forwarding Agent: Will be arranged by their Indian agent Ultra Enviro-System (UES) P Ltd. New Delhi

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.

21. CLEARANCE OF CONSIGNMENT AT AIRPORT: The day of Cargo is handed over to your 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 its clearance at Delhi Airport without any demurrage/port charges.

22. 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.

23. 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: Any difference/ dispute arising out of the agreement shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi 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.