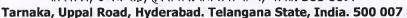




आई. एस. ओ. 9001 संगठन (विश्लेषणात्मक परिसेवा हेतु) /ISO 9001 Organization (for Analytical Services) (वैज्ञानिक तथा औद्योगिक अनुसंघान परिषद) / (Council of Scientific and Industrial Research) तारनाका, उप्पल रोड़, हैदराबाद. तेलंगाना राज्य, भारत. 500 007.





FOREIGN PURCHASE ORDER

File No: PUR/IICT/0501/24-25/PAC/07/2191

Dt: 06-12-2024

To, M/s ThalesNano Nanotechnology Inc., Zahony u,7,H-1031, Graphisoft ,Park Budapest ,Hungary

Sub: - Supply of "Continuous Flow Hydrogenation Model H Cube pro" - reg.

Ref: - 1. Our Tender Enquiry No. PUR/IICT/0501/24-25/PAC and CPPP tender Enquiry No. 2024 CSIR 210031 1 dt. 01-10-2024.

2. Your Bid Ref. No. INK/THALS.864/KS/HYD/2024 Dtd 07.10.2024

3. Revised offer No.INK/THALS.864R1 /KS/HYD/2024 DT.14.11.2024 received from your Indian agent M/s. Inkarp Instruments Pvt Ltd, Hyderabad vide email dtd 14-11-2024 after price negotiation.

Dear Sir,

Kindly supply the following item(s) strictly as per the terms and conditions.

SL No	DESCRIPTION	Qty	Unit Price In EURO	Total Cost in EURO
1.	THS-09025 Model H-Cube Pro Thales Nano Continuous flow Hydrogenation with automated inlet and outlet valve, Pump and 2 catalyst holders.	1No.	54,500.00	
2	THS CC030 Empty Column 30 x 4 mm (10Pcs) with one end sealed with 8µm filter	10Nos.		
3	THS CC070 Empty Column 70 x 4 mm (10 Pcs) With one end sealed with 8µm filter	10Nos.		
4	THS 01047 Catcart Sealing Package (10Pcs) 8µm filter Consumable Compactable with catcart packer	40Nos.		
Total Net Ex works value				54,500.00
Packing & forwarding charges				1,000.00
Total CIP Value Hyd Euro				55,500.00

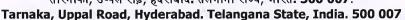
However, Insurance shall be up to stores of CSIR-IICT, Hyderabad

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आई. एस. ओ. 9001 संगठन (विश्लेषणात्मक परिसेवा हेतु) /ISO 9001 Organization (for Analytical Services) (वैज्ञानिक तथा औद्योगिक अनुसंघान परिषद) / (Council of Scientific and Industrial Research) तारनाका, उप्पल रोड़, हैदराबाद. तेलंगाना राज्य, भारत. 500 007.





TERMS AND CONDITIONS

1. **ORDER ACKNOWLEDGEMENT**: Kindly send order acknowledgment within **21 days** as a token of acceptance of our purchase order through Email: cosp@iict.res.in and csiriicthyd@csiriict.in

mentioning PO No. in the subject line. If you notice any discrepancy/typographical error etc. in this order, you must immediately request for its amendment/correction.

- 2. **DELIVERY**: The ordered material(s) should be dispatched within **10-12 weeks** from the date of establishment and receipt of **L/C**.
- 3. **FREIGHT AND INSURANCE**: The freight and insurance will be borne by you firm.
- 4. **COUNTRY OF ORIGIN**: Europe Hungary
- 5 **PORT OF SHIPMENT**: BUD Airport.
- 6. **Partial Shipments are not allowed.** However, **trans-shipment** is allowed on international flights only.
- 7. **WARRANTY**: Warranty should be furnished for 12 **months** from the date of successful installation and commissioning of the equipment and subject to final acceptance by the CSIR-IICT user.
- 8. **INDIAN AGENCY COMMISSION:** Your Indian Agent M/s Inakrp Instruments PVt Ltd , Hyderabad is not claiming any Indian Agency Commission as per declaration given by said form.
- 9. **PAYMENT TERMS**: 100% Letter of Credit will be established on CIP value, payment will be done through our Bankers State Bank of India, IICT Branch, Hyderabad, Uppal Road, Hyderabad 500 007, Telangana, India as per the following:

Towards Part – I, 80% value of goods will be made against delivery of ordered equipment in complete quantity and inspection.

Towards Part – II, 20% balance value of goods will be paid within 30 days, from the date of successful integration, installation & commissioning and acceptance of the supplied equipment by CSIR-IICT user scientist subject to submission of prescribed PBG.

10 DETAILS OF DOCUMENTS TO BE SUBMITTED TO BANK:

For claiming I part of 80% Payment.

- a) Airway bill 2 copies (with original)
- b) Original invoice with 4 spare copies showing 100% value but claiming 80%
- c) Pre-dispatch inspection certificate issued by the supplier.
- d) Packing list Original with 2 spare copies. Please ensure to prepare and sent to us separate packing lists for each package/container of the consignment.
- e) Inspection Certificate that "having been inspected by your qualified Engineer and have been packed in accordance with the terms and conditions of our order"
- f) Certificate of delivery and inspection issued by the Purchaser.

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Tarnaka, Uppal Road, Hyderabad. Telangana State, India. 500 007



Alongside, to ensure demurrage-free clearance of the consignment on arrival at Indian Customs, a PRE-ALERT enclosing relevant shipping documents (like MAWB/ AWB), Packing List, Invoice, etc.,) shall be sent to this office at least 48 hours in advance before its arrival at Indian Airport to email id-: csiriicthyd@csiriict.in / cosp@iict.res.in; with a copy of the same endorsed to our authorized CHA M/s. East-West Freight Carriers Ltd.,

Hyderabad (Email: <u>infohyd@ewfcpl.com</u> / <u>airoperationshyd@ewfcpl.com</u>). The arrival of shipment is to be scheduled in such a way that it should arrive at **Monday** to **Thursday** excluding holidays in order to enable us to file **Bill of Entry (BOE)** in advance. Failure to

provide the PRE-ALERT to our authorized clearing agent M/s. East-West Freight Carriers Ltd., Hyderabad well in advance shall make your firm liable to pay the applicable demurrage or penalty levied by the Customs Authorities.

NOTE: As per the latest Indian customs circular, the bill of entry is to be filed **within 48 hours** and needs to be cleared within 48 hours of the landing of shipment at the Airport, otherwise Rs. 5000/- per day penalty is charged.

For claiming II part of 20% Payment.

a) Invoice with 4 spare copies claiming 20% payment.

b) Installation and final Acceptance certificate, subject to submission of required PBG, if any.

C) Completion and integration of locally supplied item by your Indian Agent.

INSTALLATION, COMMISSIONING, AND DEMONSTRATION: A qualified and factory-trained service engineer to be deployed by M/s. Laser Spectra Services India Pvt Ltd, Bangalore, India should commission the supplied equipment free of the cost within one month from the date of receipt of the ordered goods at our premises i.e., CSIR-IICT, Telangana, India. 2 days on-site training for two persons to be provided at CSIR-IICT at the time of installation.

LIQUIDATED DAMAGES: Timely supply is the essence of stipulation in the delivery period of our purchase order, for our requirements have got direct bearing with time targeted research work. By any measure, if there is any delay in delivery of the ordered material(s), a sum equivalent to 0.5 (one) per cent of contract value for each week of delay or part thereof until actual delivery will be deducted from the contract value as liquidated damages, subject to the maximum deduction of 10 (ten) per cent. And, CSIR-IICT is at liberty to consider the termination of the contract subsequent to the attainment of maximum deduction.

Performance Bank Guarantee: 5% PBG valid 60 days beyond the warranty period of 3 years which starts from the date of final installation and commissioning and to be submitted within 21 days from the date of issue of the Purchase Order, failing which order may be cancelled at the discretion of Director CSIR-IICT. The format of PBG is attached herewith.

PACKING: Kindly, ensure that the material(s) is packed with a waterproof paper or with a

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तारनाका, उप्पल रोड़, हैदराबाद. तेलंगाना राज्य, भारत. 500 007.



Tarnaka, Uppal Road, Hyderabad. Telangana State, India. 500 007

polythene sheet and suitably cushioned to withstand the rigors of journey from one warehouse to another as per norms of international transit/packing. And, it is needless to say, that, all fragile item(s) should be packed in suitable crates. Each package should be suitably numbered and a copy of the detailed packing list relating to its contents should be kept inside the package. Kindly, keep a set of (i) Invoice, (ii) Complete packing list and (iii) Catalog/Pamphlet in a pouch externally fixed to the cases in a conspicuous location. The pouch should be a waterproof canvas cloth of suitable size or a polythene cover sealed on all sides and nailed to one of the

sides of the case. The foregoing will help us and our clearing agents to arrange prompt clearance of the material(s) from the customs authorities in India.

All packages should bear the following marks:

Package number......Order reference number.....Size....

Net weight.....Gross weight.....

Handle with utmost care delicate scientific material(s) for non-industrial research user.

Consignee: The Director,

CSIR-Indian Institute of Chemical Technology (IICT);

Uppal Road; Tarnaka; Hyderabad-500 607; Telangana;

Republic of India; Tel. No: +91-40-27193228, 27191246,1245

Email: cosp@iict.res.in; csiriicthyd@csiriict.in

IICT.GST No. 36AAATC2716R2ZF

Revised Service Accounting Code [SAC] No.:998393

Importer Code No. 0588137685

Note: All the ordered material(s) should be sent in a minimum number of packages to avoid huge airfreight charges.

15 RESOLUTION OF DISPUTES: The Dispute settlement mechanism/arbitration proceedings shall be concluded as under:

A. If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect, and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to Delhi International Arbitration Centre(DIAC), Delhi High Court, New Delhi. A reference to the Arbitration under this Clause shall be deemed to be submitted within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award.

B. ONDER

B. ORDER SUBJECT TO HYDERABAD JURISDICTION ONLY.

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CSIR-Indian Institute of Chemical Technology



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PORT OF DESTINATION: Hyderabad, Telangana; Republic of India. The shipping details should be intimated to our clearing agent - M/s. East-West Freight Carriers Ltd., Hyderabad, Telangana State, Republic of India by way of Email: infohyd@ewfcpl.com or by courier service well in advance.

The terms and conditions and tender specifications and clarification thereof in our inquiry shall form part of this purchase order.

The following terms and conditions are applicable to the overseas associate agents only:

- i. The overseas associate agent shall contact the overseas vendor and regularly monitor the progress of the dispatch and, make arrangements to expedite the same. In addition to the above, they should also inform us the progress of the dispatch details from time to time well in advance.
- ii. The overseas associate agent should execute the supply on freight to collect basis within 10 (ten) working days from the date of receipt of the cargo from the overseas vendor.
- iii. The overseas associate agent is responsible and accountable for proper safety, handling and storage of the material(s) while the consignment is in their custody.
- iv. A Compatible Branded PC Will be supplied along with the system from the factory.
- v. Availability of spares and service engineer support shall be conformed for a period of 7 years as part of after sales and service support on applicable charges after warranty period.

Yours faithfully,

For & on behalf of CSIR-IICT,

(Dharmendra Kumar)

Controller of Stores & Purchase

Copy to:

Indian Agent:

M/s. Inkarp Instruments PVt Ltd 1-2-45/1, Street No., 2, Kakteeya Nagar Colony, Habsiguda, Hyderabad-500007 Email:salehyd@inkarp.co., in Clearing Agent:

M/s. East West Freight Carriers Ltd.,

Flat # S 11, 1st floor, Building # 1-11-252-AI-ID,

Street III, Alladin Mansion,

Begumpeta. Hyderabad -500016.

Email: infohyd@ewfcpl.com

Tel: 040-27765896

(Items to be delivered at IICT STORES DEPT)

Note: i) Kindly, mention our purchase order reference number for all your official correspondence so as to enable us to avoid any delay while tracking/clearing the material(s) from the customs authorities.

1.Indentor's copy: Shri Sudheer Pudi Div: OSPC

2. Accounts copy; <u>Budget Head</u>: P-50 for Rs.68,45,000/- (Rupees Sixty Eight Lakhs Forty Five Thousand only) 3. Office Copy; 4. Guard File copy;

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