



WORK ORDER

No. P/C/139/AKM/SHW/AMC(SQ)/22-23/22

Dated: 07.06.2023

To.

M/s. ZwickRoell Pvt. Ltd.,
SKCL ICON, 3rd Floor, C-42 & 43,
CIPET Road, SIDCO Industrial
Estate, Guindy, Chennai -600032
Tamilnadu, India

Tel: 91 044 6900 3200, 91 1244673616 ,

Email: Roseline.Massey@zwickroell.com, info.in@zwickroell.com

Sirs,

With reference to your Quotation No. SC129197 Dated: 23.12.2022 & email dt. 06.02.2023, 18.02.2023, and 21.02.2023 am directed to request you to execute maintenance contract of following items. The maintenance contract will be governed by the Terms & Conditions mentioned below.

Sl. No	Description of item	Qty	Unit price in INR	Total Price in INR
1	Annual Maintenance Contract OF EMR High Cycle Fatigue Testing Machine (Vibrophore 100) Model No. Vibrophore 100; Sl. No. 727743	01	90,816.00	90,816.00
2	Calibration of a materials testing machine (adjustment, if required) – calibration of the force in both tensile and compression direction upto 100 kN according to ISO 7500-1 – issue of a NABL calibration certificate	01	40,920.00	40,920.00
3	Verification of crosshead displacement of Materials Testing Machine upto 50 mm – issue of NABL calibration	01	36,344.00	36,344.00
AMC Value				1,68,080.00
GST @ 18%				30,254.40
Total AMC VALUE INR				1,98,334.00
Rupees One Lakh Ninety Eight Thousand Three Hundred Thirty Four Only				

Special Terms & Condition

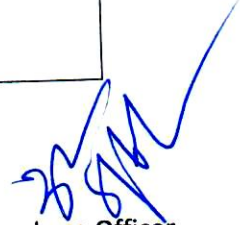
AMC PERIOD	One year from the date of issue of Work Order.
VISITS	1) Preventive maintenance visits – 02 Nos. (at equally spaced intervals) Per Year. 2) Emergency Breakdown visits – 01 No. (As and when required at no extra cost).
PAYMENT	In Two equal instalments – 1st after satisfactory completion of Six months of AMC within 30 days from the date of receipt of the invoice and 2nd after satisfactory completion of one year of AMC and along with calibration of a materials testing machine charge and verification of crosshead displacement of materials testing machine charge within 30 days from the date of receipt of the invoice duly certified by the user. Note: Payment towards calibration and verification etc. will be made after completion of AMC Period. Vendor is thus requested to provide their complete Bank particulars so that payment can be effected through RTGS/ECS/NEFT mode.
Tax:	Work order value i.e., Rs. 1,98,334.00 is inclusive of GST @18%.
Prices Charged by the bidder shall not exceed the prevailing rates charged from others for similar services.	

Stores & Purchase Officer
CSIR-NML, Jamshedpur

Copy to: 1) Indentor : Dr. A.K.Metya, Pr. Sct., AMP Divn. 2) O/ Copy

BUDGET HEAD : P-07 (Consumables)

The Work Order will be governed by the Terms & Conditions as mentioned below:	
1	The copies of service reports in original of Preventive / Emergency services duly signed by the user should be submitted to Purchase Section along with the Invoices, while submitting for payment.
2	On Emergency Breakdown, the job should be attended within Two days
3	Down time should not be more than Seven days.
4	The old spare parts, replaced on chargeable basis should be returned to NML Store.
5	Any spares and consumables required has to be provided by the contract holder i.e. NML on chargeable basis.
6	TDS(Tax Deduction at Source) & IT (Income Tax) will be deducted as per extant Govt rule.
7	Contractor shall not subcontract the maintenance jobs to any outside agency including their franchisee
8	<p>SETTLEMENT OF DISPUTE</p> <p>The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.</p> <p>ii. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.</p> <p>iii. The dispute settlement mechanism / arbitration proceedings shall be concluded as under:</p> <p>a. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and Arbitration & Conciliation (Amendment) Act 2015, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.</p> <p>b. "Arbitration Clause" in the domestic agreement will be as under:-</p> <p>ARBITRATION</p> <p>1. In the event of any question / dispute / difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.</p> <p>2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and /or directions, as may be required.</p> <p>3. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause."</p>
9	Applicable Laws: The contract shall be interpreted in accordance with Laws applicable in India and subject to jurisdiction of the court in Jamshedpur (Jharkhand) India only.
10	In the event of failure to complete the services the Director, CSIR-NML, reserves the right to accept the delivery in part or in full and to claim liquidated damages from the firm @0.5% per week subject to the maximum of 10% of the total value of the Purchase Order.
11	For making payments please submit your Invoice duly pre-receipted over a Revenue stamp of Re. 1/- . The period of AMC and the period of claim should be clearly mentioned in the Invoices. The Income Tax to be deducted at source (as per Govt. norms) may please be reflected in your invoice along with your PAN and GST Number.
12	Following information should be reflected in your Invoice(s) for making payments Through e-mode: - i) 11 Digit core Banking Account Number. ii) Type of Account (Saving /Current). iii) Name of Account Holder. iv) Name of Bank & Branch. v) IFSC Code No. vi) MICR No.


Stores & Purchase Officer
CSIR-NML, Jamshedpur