



सीएसआईआर - राष्ट्रीय धातुकर्म प्रयोगशाला  
CSIR - NATIONAL METALLURGICAL LABORATORY  
(Council of Scientific & Industrial Research)

Burmamines, Jamshedpur - 831 007  
Tel: 0657 2345 129/132/128/126, Fax: 0657 2345131  
Email: spo@nmlindia.org Website: www.nmlindia.org



WORK ORDER

NO. NML-SNP/AAC-MDA/SM/76-21/AMC/10

Dated: 10.05.2022

To,  
M/s. Orbit Technologies Pvt. Ltd.  
B-50, Industrial Estate, Sanath nagar,  
Hyderabad- 500018  
Phone: 040-67216354  
Email: eastservice@orbitondia.com  
orbit@orbitindia.com

Sir,

With reference to your Quotation No. OTPL/AMC/East/21/QNOO77 dated 23.03.2022, I am directed to requested 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	Total Price in INR
1	AMC of Bomb Calorimeters(One Year) Model: 6200,SI. No. M38715 and M16614 and Model: 6400,SI. No. M57813 and M57814 Make: (Parr Instruments, USA) HSN Code:998719	04	2,90,000.00
AMC Value			2,90,000.00
GST @ 18%			52,200.00
<b>Total AMC VALUE INR</b>			<b>3,42,200.00</b>
<b>Rupees Three Lakh Forty Two Thousand Two Hundred only</b>			

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)for each equipment. 2) Emergency Breakdown visit – 01 No. at no extra cost for each equipment.
PAYMENT	In two half yearly equal installments- 1 <sup>st</sup> after satisfactory completion of first six months of AMC and 2 <sup>nd</sup> after satisfactory completion of AMC period within 30 days from the date of receipt of invoice duly certified by the user.  Vendor is thus requested to provide their complete Bank particulars so that payment can be effected through RTGS/ECS/NEFT mode. In this regard, a Proforma is enclosed with this Work Order Vendor may furnish all details as per this proforma for e-payment.
Tax:	Work order value i.e., Rs. <b>3,42,200.00</b> is inclusive of GST @18%.
Prices Charged by the bidder shall not exceed the prevailing rates charged from others for similar services.	

Settlement of Disputes:

- (i) 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.
- (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.

(iii) The dispute settlement mechanism/arbitration proceedings shall be concluded as under: (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.

(b) "Arbitration Clause" in the domestic agreement will be as under:-

#### "ARBITRATION

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.

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.

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."

In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

(iv) The venue of the arbitration shall be the place from where the purchase order or contract is issued.

(v) Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The Purchaser shall pay the Supplier any monies due the Supplier.

#### Applicable Laws

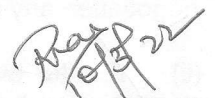
The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to the jurisdiction of Jamshedpur, India.

The Director, CSIR-NML reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

- Director, CSIR-NML shall be at liberty to terminate the maintenance contract at any time, by giving a notice of 60(sixty) days to the vendor (Service Provider).

The Work Order will be governed by the Terms & Conditions as mentioned above.

Yours faithfully,



(R Ray)

Controller of Stores & Purchase

For & on behalf of the Council of Scientific & Industrial Research