



नं./No. NML/PUR/NM/106/21

दिनांक/Date : 12-03-2022

वा.र.अ. क्रय आदेश / AMC ORDER

From : The Director
CSIR-National Metallurgical Laboratory,
Jamshedpur - 831007

क्रियर/स्पीड पोस्ट

To:

M/s Agilent Technologies India Pvt. Ltd.
4th Floor, "C" Block, RMZ Centennial, Plot No. 8A, 8B, 8C & 8D,
Doddanakundi Industrial Area, ITPL Road, Mahadevapura Post,
Bangalore Karnataka-560 048, India
Phone: 1800-572-3100
Email: supportservices_india@agilent.com
GSTIN 29AABCA9874A1ZL

विषय/Subject : वार्षिक रखरखाव अनुबंध/ Annual Maintenance Contract.

सन्दर्भ/Reference No. : 5000948146

Date 12-10-2021

Dear Sir/s

आपको इसके द्वारा सूचित किया जाता है कि वार्षिक रखरखाव अनुबंध आपको नीचे वर्णित विवरणों और नियमों और शर्तों के अनुसार प्रदान किया जाता है / You are hereby informed that the Annual Maintenance Contract has been awarded to you as per the details and terms and conditions mentioned below :

Annual Maintenance Contract of the Equipment	Atomic Absorption Spectrophotometer Model: AA240, SI No : EL08053488		
Quantity	1	Unit/s	
Period	12-03-2022	to	11-03-2023
Duration	1	year/s	
Contract Value (Total) (₹)	66,804.00	plus 18%GST	
Visits	Preventive Maintenance	02	No./s (at equally spaced intervals)
	Emergency Breakdown	03	As and when required
Payment terms	In two half yearly 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 within 30 days from the date of receipt of the invoice duly certified by user.		

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The Work Order will be governed by the Terms & Conditions as mentioned below:

1	The copies of service reports 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 Disputes:</p> <p>(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.</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: (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> <p>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.</p> <p>(iv) The venue of the arbitration shall be the place from where the purchase order or contract is issued.</p> <p>(v) Notwithstanding any reference to arbitration herein,</p> <p>(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>(b) The Purchaser shall pay the Supplier any monies due the Supplier.</p>		
9	<p>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.</p> <p>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.</p> <p>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).</p>		
10	The penalty for not meeting the up time commitment for service visits shall be 0.5% of AMC charges per week for which the System is down. The decision of Order issuing authority/competent authority shall be final. The maximum amount of penalty shall be 5%.		
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	<p>Following information should be reflected in your Invoice(s) for making payments Through e-mode: -</p> <p>i) 11 Digit core Banking Account Number. ii) Type of Account (Saving /Current).</p> <p>iii) Name of Account Holder. iv) Name of Bank & Branch. v) IFSC Code No. vi) MICR No.</p>		
<p><i>Rubai Ray</i> 15/3/22 (Rubai Ray) Controller of Stores & Purchase For & on behalf of Council of Scientific and Industrial Research</p>			
Copy to: /प्रतिलिपि			
Head/Indentor :Mr./Mrs./Dr.	Manis Kumar Jha	With request to maintain and monitor the log books / Records of visits made by Service Engineer under AMC.	
Div :	MER	Budget Head :	P-07