

केन्द्रीय कांच एवं सिरामिक अनुसंधान संस्थान

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद)

FAX: + 91 33, 2473-0957 EPABX: +91 33 2473 3469 Ext.3478/3453/3479

website: <http://www.cgcri.res.in> email: purchase@cgcri.res.in



CSIR- CENTRAL GLASS AND CERAMIC RESEARCH INSTITUTE
[COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, CSIR]
196, Raja S. C. Mullick Road, Jadavpur, Kolkata – 700032 (W.B.) India

WORK ORDER

NO. P/II/AMC/438/ND/TT/SQ/19-20

Dated : 19/11/2020

M/s. Carl Zeiss India (Bangalore) Pvt. Ltd.
Plot No. 3, Jigani Link Road
Bommasandra Industrial Area
Bangalore-560099
(Phone No. 91-80-43438000, FAX. 91-80-27833010)
Mail: dwarkanath_biyappa@zeiss.com, sanjay.kalia@zeiss.com, info.in@zeiss.com

Sub : AMC OF 'Field Emission Scanning Electron Microscope (Model Supra 35 VP-24-60).

Sirs,

With reference to your Quotation No. 8450098883 Dt. 13/10/2020, I 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(Rs.)	Total Price(Rs.)
01	<i>Non-Comprehensive Annual Maintenance Charges for Field Emission Scanning Electron Microscope: Model-SUPRA35VP,</i>	01 No. each.	3,32,750.00	3,32,750.00
02	<i>S/no. SUPRA35VP-24-60 includes.</i>			
03	<i>000000-2024-483-Protect Advanced-SUPRA System</i>			
04	<i>000000-2024-539-Protect Advanced-QBSD Detector.</i>			
05	<i>000000-2024-459-Protect Advanced EBSD.</i>			
	<i>000000-2024-460- Protect Advanced-EDX extra.</i>			
	<i>000000-2024-462-Protect Advanced-VP FESEM</i>			
	Rupees Three Lakhs Ninety Two Thousand Six Hundred Forty Five only			Rs.3,32,750.00
			GST @18%	Rs. 59,895.00
			Total Amount	Rs. 3,92,645.00

Terms & Condition

- **Period:** One Year from 01/04/2020 to 31/03/2021.
- **Visits:** 2nos normal visits + 2nos Emergency Breakdown visit during the period of contract period.
- **Spares Parts:** The cost of spare parts shall be charged extra.
- **Time of visit:** To be fixed after consultation with concerned End User.
- **Scope of Service:** Routine Maintenance, Performance Checks, re-alignment, repair and the replacement of defective components and parts.
- **Payment :** Half- Yearly payment against submission of bill along with service report (s) with dates signed by the in-charge of user department. Payment shall be made only by e-payment mode. No other mode of payment shall be allowed. 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.
- GST: Inclusive IGST @18% as per Govt. Rules.
- Prices Charged by the bidder shall not exceed the prevailing rates charged from others for similar services.
- Director, CGCRI, 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).
- **Settlement of Disputes and Arbitration:** The purchaser and the supplier/service provider 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. 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 herein after 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.
The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
a). In case of Dispute or difference arising between the purchaser and 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 subsequent amendment of Act introduced by the Arbitration and 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. The award to the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
b). In the case of a dispute between the purchaser and Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above.

P.T.O.

But if this is not acceptable to the supplier then the dispute shall be settled in accordance with the provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

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

Not with standing any reference to arbitration herein,

I). The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

II) The purchaser shall pay the supplier any monies due the supplier.

- The venue of the arbitration shall be the place from where the work order or Maintenance Contract is issued/executed.
- **Applicable Law:** The work order shall be interpreted in accordance with laws of the Union of India and all disputed shall be subject to a court of competent jurisdiction in Kolkata, West Bengal, India.

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

Yours faithfully,


(A.K. Banerjee)
Section Officer (S&P) Acting
For & behalf of Council of Scientific Industrial Research

कुमारे बेल्लो, राजा एस. सी. मुल्लिक रोड
अनुभाग अधिकारी (एस एंड पी) (एक्टिंग)
Section Officer (S&P) (Acting)
सीएसआईआर - केन्द्रीय काँच एवं सिरामिक अनुसंधान संस्था
CSIR - CENTRAL GLASS & CERAMIC RESEARCH INSTITUTE
196, राजा एस. सी. मुल्लिक रोड / 196, Raja S. C. Mullick Road
कोलकाता / Kolkata- 700 032

Copy to :

1. Mr. Nitai Dey, T.O.
2. Accounts Section (Budget Head : STS001 Consumable)
3. Store
4. PMD