

केन्द्रीय कांच एवं सिरामिक अनुसंधान संस्थान

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद)

CSIR - CENTRAL GLASS & CERAMIC RESEARCH INSTITUTE

196, RAJA S.C. MULLICK ROAD, KOLKATA – 700 032

WORK ORDER

No. P / I / AMC /195/PK/TT/SQ/20-21

Dated: 08-10-2021

To.

M/s. Bruker India Scientific Pvt Ltd.
Unit Number 609, 6th Floor, West Wing,
Satelite Gazebo, Guru Hargovindji Marg
Andheri Ghatkopar Road
Andheri- East, Mumbai-400093

(Phone No.+91(22) 61128809-811,FAX.+91(22) 61128830

Sir/Madam,

With reference to your Quotation No. BRUKER/ER/21/XRD/15/S Dated 08/05/2021. I am directed to request you to execute maintenance contract of the following items. The maintenance contract will be governed by the Terms & Conditions mentioned below.

Sl. No	Descriptions & Specification of Items	Quantity	Rate / Rupees	Rupees
01.	Non-Comprehensive Annual Maintenance Contract for Bruker D8 Advance X-Ray Diffractometer System + Chiller. Model: D8 Advance (DA VINCI), HSN Code: 998719	One.	2,78,300.00.	2,78,300.00
			Basic Amount	Rs. 2,78,300.00
			GST@18%	Rs. 50,094.00
			Total AMC Cost	Rs. 3,28,394.00

(Rupees Three Lakh Twenty Eight Thousand Three Hundred Ninety Four Only)

Terms & Condition:

Period: **One year from the date of issue of award letter.**

Scope of Service:: 02 nos Preventive maintenance visits. The first routine visit will be made after receiving the service contract and the following routine visits will be made on 06 months intervals. Emergency call :01 no Emergency Call as when required during the contract period.

Scope of Work:

- Dust filters will be cleaned.
- The complete electronic rack and its components will be cleaned.
- The software will be checked for inspection/corruption. Back up will be made for II configuration files and data files etc.
- The Generator section will be cleaned and serviced.
- Radiation Enclosure will be cleaned.
- Standard sample (Quartz/Corundum) will be checked for 100% intensity peak if result found out of specified limit then ZI correction will be carried out.

Equipment Covered:

- This contract covers only the equipment listed below and does not include items that are not Bruker manufactured unless otherwise specified.
- Type: D8 Advance XRD
- Sap No. 608515 SrNo. 205917
- Contract Holder: CGCRI< Kolkata-700032.
- Excluded Items: The following items are not covered under this contract
- a). Any parts that would be required to be replaced for functioning of instrument.
- b). Software updated.
- c). Hardware upgrades
- d). Application support .
- e). Service Engineering visit/Repair required due to abuse, labour disputes, fire, water, explosion or as a result of improper power, water or environmental conditions, Spare Parts & Consumables:
- All spare parts & consumables, imported or otherwise, required for the servicing the instruments, would be provided by the contract holder. In case any spare part is supplied by Bruker, the price of the same needs to be agreed separately and will be chargeable .
- Payment** : Half yearly basis the 50% fee of the contract will be paid after completion of six months & Balance 50% fee of the contract will be paid after completion of the contract period . within 30 days of bill submission in duplicate accompanied by service report(s) with date and signature of the In-charge of user department and satisfactory performance. 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 for e-payment.
- Tax: Inclusive GST@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. 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. 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:

अंजनी कुमार पाण्डेय / Anjani Kumar Pandey
भण्डार एवं क्रय अधिकारी / Stores & Purchase Officer
सीएसआईआर - केन्द्रीय काँच एवं सिरामिक अनुसंधान संस्थान
CSIR - CENTRAL GLASS & CERAMIC RESEARCH INSTITUTE
196, राजा एस. सी. मुल्लिक रोड / 196, Raja S. C. Mullick Road
कोलकाता / Kolkata- 700 032

Yours faithfully,

(A. K. Pandey)

Stores & Purchase Officer

For & on behalf of Council of Scientific & Industrial research