

# 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](mailto: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//AMC/178/ND/TT/SQ/20-21

Dated : 20/09/2021

To  
M/s.

Carl Zeiss India (Bangalore) Pvt. Ltd.  
3, Jigani Link Road  
Bommasandra Industrial Area  
Bangalore-560099  
(Phone No. +91 -80-43438000  
Fax No. 91 -80-27833010)

**Sub : AMC OF SIGMA 'Field Emission Scanning Electron Microscope with  
EDS INCA 250 Model: SIGMA etc.**

Sirs,

With reference to your Quotation No. 8450124377 Dt. 08/05/2021, 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.	Unit Price(Rs.)	Total Price(Rs.)
1.	Non Comprehensive Annual Maintenance Contract for SIGMA Field Emission Scanning Electron Microscope with EDS INCA 250: Model:- SIGMA, Serial No. 02-88	01 No	3,63,000.00	3,63,000.00
<b>Basic Amount for AMC</b>				<b>Rs. 3,63,000.00</b>
<b>IGST @18%</b>				<b>Rs. 65,340.00</b>
<b>Total Amount</b>				<b>Rs. 4,28,340.00</b>
<b>(Rupees Four Lakhs Twenty Eighty Thousand Three Hundred Forty Only)</b>				

### Terms & Condition

**Period:** One Year from 01/01/2021 to 31/12/2021.

**Visits:** 2 nos Preventive visits+ 2nos Emergency or Breakdown calls during the Contract Period .

**Emergency or Breakdown Calls:** 02 nos Breakdown Calls during the contract period.

**Scope of Service:** Routine Maintenance, Performance Checks, re-alignment, repair and the replacement of defective components and Parts(Spares cost extra as applicable) .

#### Replacement Part:

a). Replacement of required (Carl Zeiss will have the sole discretion to determine whether replacement parts are required connection with the services will be obtained as soon as possible.

b). The costs of replacement parts are not included in this contract.

c). Parts which are found damaged due to misuse will be charged extra. Should any replacement parts need to be imported from Carl Zeiss factory, it is the responsibility of the owner to do the same.

d). Carl Zeiss India maintains spare stock for sale in Indian currency which will be with custom duty and tax. Carl Zeiss cannot guarantee of keeping all possible parts in stock.

**Payment :** Half Yearly Payment against submission of invoice in duplicate alongwith 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.

**Tax : IGST included as applicable as per Govt Rules.**

Prices Charged by the bidder shall not exceed the prevailing rates charged from others for similar services.

• **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.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. 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) 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).

**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 कौच 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,



Anjani Kumar Pandey  
Stores & Purchase Officer.

For & on behalf of Council of Scientific & Industrial Research