

## TECHNICAL SPECIFICATIONS AND OTHER ALLIED REQUIREMENTS

SI No.	Description of items	Quantity
PUR/257/ITG/AP/E/2020-21		
01.	<p><b>Comprehensive AMC OF APC make 20 KVA UPS for 03 Years</b> <b>Model: SURT20K, SI. No. : BQ1550003009 &amp; BQ1522000891</b> <b>AMC visits:</b> 02 Nos. of Preventive Maintenance visit in a year (once in 06 months) &amp; Breakdown visit as and when required (Total 06 Nos. of P.M. visit within 03 Years AMC period) <b>Scope of work/maintenance:</b> Includes: AMC includes repairing of free replacement of damaged units. Delivery of services through OEM. Excludes: The AMC is only for UPS, does not cover batteries and other consumables</p>	02 Nos.

### TERMS AND CONDITIONS

#### 1 PRICES :

- 1.1 The price quoted shall remain fixed during the contract period and shall not vary on any account. Applicable taxes shall be shown separately.
- 1.2 Prices quoted / charged by the Bidder / Vendor should not exceed the prevailing rates charged by it from others for similar services. The Vendor shall be required to give a certificate to this effect in its bill, at the time of claiming payment.

#### 2 PAYMENT (AGASINT COLUMN NO. 3 IN OUR TENDER DOCUMENT (Refer GCC Clause 2.1.1m))

- 2.1 Payment shall be made on half yearly basis within 30 days after completion of Preventive Maintenance/Breakdown visit during half yearly period against submission of pre-receipted invoice duly supported by a Certificate issued by the user Group, CSIR-CMERI stating that the services have been performed satisfactorily along with service reports.

#### 3 PERIOD OF CONTRACT/WARRANTY PERIOD

- 3.1 The Maintenance Contract shall be valid for a period of three (03) years from the date of issue of work order.

#### 4. PERFORMANCE SECURITY

- 4.1 Performance Security @ 03 % of the Invoice Value will be provided by the service provider/vendor within 21(twenty-one) days after receipt of Work Order and it should remain valid for a period of 60 (sixty) days beyond the date of completion of AMC period.

#### 5 SETTLEMENT OF DISPUTES AND ARBITRATION

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- 5.1 CSIR-CMERI and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Work Order / Contract. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either CSIR-CMERI or the Vendor 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.
- 5.2 Disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. Any difference/dispute arising out of the agreement shall be referred to Delhi International Arbitration Centre (DIAC). Delhi High Court, New Delhi.
- 5.3 The venue of the arbitration shall be the place from where the Work Order or contract is issued.

### **6 APPLICABLE LAW**

- 6.1 The Contract/ work order shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to a court of competent jurisdiction in Durgapur, West Bengal, India.
- 6.2 Wherever deemed necessary, Bidder shall be at liberty to question the Bidding Document, Bidding process and rejection of its Bid.
- 7.0** The AMC prices charged by the maintenance contractor/Service Provider should not exceed the prevailing rates charged by it from others for similar services. While claiming payment, the Service Provider is also to give a certificate to this effect in its bill/invoice.
- 8.0** The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/ him as per the contract terms.
- 9.0** The AMC/work order will be awarded to the lowest evaluated responsive bidder