Terms and Condition for AMC

1.0 SCOPE OF WORK

- 1.1 Non-Comprehensive AMC includes 1 preventive maintenance visits (2 days per visit) per year and attending call basis break down maintenance as and when required in the event of malfunction/breakdown of the machine.
- 1.2 The preventive maintenance includes the following: -

Electrical

- a. Check for COBOT control system, Battery and coding arrangement.
- b. Check for proper voltages at test point.
- c. Check for external wiring.
- d. Checking for servo performance, adjust parameters and provide compensation were ever required.
- e. Check and ensure the functions of end limit and emergency circuit.
- f. Tune and adjust the drive parameters for all axes.
- g. Check and ensure the homing sequences.
- h. Check all lamps and meters.

Mechanical

- a. Check for smoothness of motion of axis.
- b. Functioning of proximity sensors.
- c. Functioning of controllers
- d. Mechanical system of spindle.
- e. Check and correct the source of abnormal sounds.

Welding Source & Torch

- a. Welding power source
- b. Control panel
- c. TIG torch and liner assembly
- d. Water cooling system
- e. Electrical system
- f. Connectors and Cables
- g. Terminals and other exposed parts
- h. Electrical safety devices
- 1.3 The preventive maintenance shall be attended between 9 am and 5 pm on all working days (Monday to Friday).
- 1.4 First preventive maintenance shall be carried out immediately on acceptance of the contract.
- 1.5 Break down maintenance
- a) Break down call shall be attended to within 48 hours of intimation by our Contact Person.
- b) If replacement of any spare is required, necessary spares to be replaced with concurrence of LPSC contact person. The cost of the items replaced shall be paid by LPSC as per the price furnished in the spare list for which party shall be requested to submit the list of spares with price breakup.

- c) In case of replacement of any spares which are not listed in the spare list mentioned above or any component cannot be repaired at our premises, the same can be replaced/repaired as per following procedure.
- d) The party shall asses the condition and gets the concurrence of the contact point of LPSC. Base on the assessment, the party shall submit a quote to LPSC. In case, the party is unable to submit the quotation until he receives the equipment at his premises to assess the failure, he shall provide the cost based on the probable causes failure giving details of costing.
- e) Based on the offer received, indent shall be raised with all relevant details.
- f) LPSC shall place a repair order after necessary processing and approvals.
- g) In case party changes/does any spare parts/extra work while repairing the system at party's premises which are not covered in the said repair order, the party shall intimate LPSC about the additional work/ spare parts required over and above the those included in the order, along with charges for the same and order amendment shall be issued with necessary approvals

2.0 Payment

Pro-rata half yearly payment shall be made after completion of each half year (pro rata payment for break down maintenance shall be made after satisfactory repair and certification by focal point and duly approved by head of the facility) against your bill along with Service Call Report duly signed by the Contact Person and countersigned by the head of the facility and sent to the Sr. Accounts Officer, LPSC, Valiamala for arranging payment. Your invoice shall be in triplicate, Original to the Paying Authority, Duplicate to the Contact Person and Triplicate to your Service Engineer.

3.0 **Security Deposit**

On acceptance of the order, you shall submit an interest free amount being 10% of the total contract/order value towards security deposit. This security deposit is collected towards the performance of the Contract. The said Security Deposit shall be submitted either in the form of Bank Guarantee/Demand Draft/PDR receipts duly endorsed in the name of the Centre. The Security Deposit will be returned to you on successful completion of the Contractual obligations; failing which it shall be forfeited / adjusted.

4.0 Fall Clause

The service charges quoted by you shall in no event exceed the lowest charges at which you service the machines of identical description to any other party during the period of this Contract. If at any time during the said period, you reduce the service charges of such item to any other customers, it shall be forth with done after the date of coming in to force of such reduction of service charges shall stand correspondingly reduced.

5.0 **Down-Time Compensation**

In case the break-down calls are not attended to within 48 hours of intimation and if reported problem is not solved within 96 hours without valid reasons, down time compensation @ 0.5% (of the annual maintenance charges) per day shall be recovered from you subject to a maximum of 5%.

6.0 Force Majeure

If at any time during the continuance of the order the performance in whole or part by either party of any obligation under this order shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, lightening, epidemic, quarantine restrictions, strikes, goslow, lockout or acts of God, notice of which is given either party to the other within 21 days from the date of occurrence thereof, neither party shall be reasons of such eventually be entitled to terminate this order nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.

7.0 **Arbitration**

Dispute, If any shall be settled mutually, failing which it shall be referred to a One-Man –Arbitrator appointed by Director, LPSC in accordance with the Arbitration & Conciliation Act 1996, whose decision shall be final and binding on both parties.

8.0 Addition and Deletion

LPSC reserve the right to add/delete any number of machines in this contract during the currency of the Contract.

9.0 **General**

- 9.1 All faults /maintenance shall be attended to during the normal working hours (09.00 Hrs. to 17.00 Hrs. from Monday to Friday) of the Centre.
- 9.2 Service engineer who are conversant with cobot welding systems having thorough knowledge of electrical, electronic and mechanical areas shall only be deputed.
- 9.3 In the event of any damages to our property or personal injury to our personnel due to the negligence of your personnel, the responsibility shall solely rest with you for rectifying or compensating for the injury to our personnel.
- 9.4 LPSC shall not be responsible for any loss of life or injury of the service personnel while performing the contract at our premises due to natural calamities /accident/explosion etc., Hence insurance of the workers/ staff deployed against such eventualities shall be done by you positively and no compensation shall be paid by us.
- 9.5 You shall go through the operation logs to pin point trouble and advice the contact person how to avoid them in future.
- 9.6 You shall provide any clarifications required by the contact person as technical documentation.
- 9.7 If the machine cannot be made available by us due to workload, the re scheduled date of visit should be mutually agreed upon with the contact person.
- 9.8 You shall arrange for police verification of your employees and submit the report on acceptance of the contract.
- 9.9 You shall deploy only Indian national to our centre for servicing. Your service person(s) should strictly comply with our security guidelines