

Annexure-1

The warranty clauses of DTS machines as per tender documents is quoted below-

“9.0 WARRANTY:

9.1 Contractor shall warrant that everything to be furnished hereunder shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specifications and samples if any, and shall if operatable, operate properly.

9.2 This warranty shall survive inspection of payment for and acceptance of the goods, but shall expire 24 (twenty four) months after the delivery at ultimate destination in India or 18 (eighteen) months from the date of commissioning and proving test of equipment at ultimate destination in India, whichever shall be earlier, except in respect of complaints, defects and/or claims notified to the contractor within 3 (three) months of expiry of such date. Any approval of acceptance by Purchaser of the stores or of the material incorporated herein shall not in any way limit the contractor's liability.

9.3 The contractor's liability in respect of any complain and defects and/or claims shall be limited to the furnishing and installation of replacement parts free of any charge or the repair of defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or material or design in the manufacture of the stores, provided that the defects are brought to the notice of contractor within 3 (three) months of their being first discovered during the guarantee period or 3 (three) months from the date of expiry of warranty period or at the opinion of the Purchaser, to the payment of the value, expenditure and damages as herewith mentioned.

9.4 The contractor shall, if required, replace or repair the goods or such portion thereof as is rejected by the Purchaser free of cost at the ultimate destination or at the option of the Purchaser, the contractor shall pay to the Purchaser value thereof at the contract price or in the absence of such price at price decided by the Purchaser and such other expenditure and damages as may arise by reason of the breach of the conditions herein specified.

9.5 All replacement and repairs that Purchaser shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within 2 (two) months, promptly and satisfactorily.

9.6 Prompt clearance of the warranty replacement on arrival at Port/Airport shall be the responsibility of the contractor or his representatives after payment of Custom and other duties as applicable.

9.7 If the contractor so desires, the replaced parts can be taken over by him or his representative in India for disposal as he deems fit at the time of replacement of goods/parts. No claim whatsoever shall lie on the Purchaser for the replaced parts thereafter.

9.8 The warranty herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser, or on his behalf in any way without the consent of the contractor, so as to effect the strength, performance or reliability or to any defects to any part due to misuse, negligence or accident.

9.9 The decision of the Purchaser in regard to contractor's liability and the amount. If any, payable under this warranty shall be final and conclusive subject to the right of either party to seek arbitration as provided for under clause-28 of General Conditions of Contract.”