



## Center of Innovative and Applied Bioprocessing (CIAB)

Sector-81, Knowledge City, PO Manauli,  
S.A.S Nagar, Mohali 140306, Punjab, India

नवोन्मेषी एवं अनुप्रयुक्त जैव - प्रसंस्करण केंद्र (सी० आई० ऐ० बी०)

A National Institute under the Department of Biotechnology (Govt. of India)



CIAB/1(30)GAP-08/17-18/Pur

28<sup>th</sup> September, 2017

### CORRIGENDUM

#### SUPPLY AND INSTALLATION OF INCUBATED REFRIGERATED STACKABLE SHAKER

Attention is invited to the limited Tender ref no. **CIAB/1(30)GAP-08/17-18/Pur** for the supply and installation Incubated Refrigerated Stackable Shaker. The following changes incorporated in the said tender, same may be read as and should be quoted accordingly:

SL No	Published as	Read as
01	Required Qty: One (01)	<b>Required Qty: Two (02)</b>
02	<b>Technical Specification:</b> ISO and European CE certified equipment	<b>Technical Specification:</b> ISO and European CE certified model

2. The remaining specifications, dates and terms & conditions of the tender are remains same. The Chief Executive Officer, CIAB reserves the right to accept or reject any offer without assigning any reason.

S/D

(Hardip Singh)  
Store and Purchase Officer



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CIAB/ 1 (30)/GAP-08/17-18/N.Pur

12.09.2017

**NOTICE INVITING QUOTATION**

1. Sealed Quotations in TWO BID SYSTEM are invited on behalf of Chief Executive Officer CIAB, Mohali for the purchase of following items so as to reach latest by **06.10.2017** on or before 2.30 pm. Technical and Commercial bids should be sent in separate sealed envelopes and enclosing them in a common sealed cover. The Quotations will be opened on the same day i.e by **06.10.2017** at 3.00 pm in the presence of tenderers or their authorized representative, if any. Your quotation should be in sealed cover which should be enclosed in an outer envelope. Unsealed quotations shall not be considered. The inner sealed cover should be clearly superscribed as "Quotation against Tender CIAB/1(30)/GAP-08/17-18/N. Pur "for supply of Incubated Refrigerated Stackable Shakers" on by 06.10.2017. No quotation will be considered until and unless quotation is signed with full signatures and carries the stamp of the tenderers.

A person signing the quotation or any other document forming part of the contract on behalf of the firm shall be deemed to warranty that he has the authority to bind the firm for all purposes/conditions/clauses of the contract/quotation and if in any state it is found that the person so signing had no authority to do so, the Institute may, without prejudice to other civil and criminal remedies against the contract, hold the signatory and the firm liable for all costs and damages.

S.No.	Description	Qty
01	<b><u>Incubated Refrigerated Stackable Shaakers</u></b>	<b>One (01)</b>
<b><u>Technical specifications</u></b> <ul style="list-style-type: none"><li>• Heavy duty incubated refrigerated stackable (up to 3 tiers) shaker</li><li>• Digital Display for time, speed and humidity with set and actual value.</li><li>• Scratch-resistant transparent led for sample viewing</li><li>• UV sterilization capability</li><li>• Speed range: 25 to 400 rpm or better with an accuracy of <math>\pm 1</math> rpm or better</li><li>• Orbit diameter: 25 mm or more</li><li>• Temperature range: 6 °C or less to 70 °C or more; <math>\pm 0.1</math> °C or better</li><li>• Platform capacity: 25 or more 250 ml flasks, 20 or more 500 ml flasks, 10 or more 1 L flasks, 8 or more for 2 L, 6 or more 5 L or better capacity</li><li>• Clamps to be supplied with Shaker: 10 for 150 ml, 10 for 250ml, 6 for 500ml Clamps, 6 for 1 L, 6 for 2 L, and 6 for 5 L</li><li>• Controlled humidification system capable of avoiding sample evaporation</li></ul>		



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- Safety: audible and visible alarm in case of over/under temperature and speed
- Shaking stop when door lift open, and automatic restart when closed
- Automatic restart after power interruption
- Environmentally friendly CFC free
- ISO and European CE certified equipment
- A compliance statement with original company literature from principal company must be supplied, clearly verifying all specifications.
- Equipment to be provided with a suitable voltage stabilizer.

### **General conditions:**

1. The vendor must provide authorization letter from the manufacturer.
3. The system should be stand alone with respect to all functionalities of machine and its accessories, peripherals and add-on like stabilizer to save the machine from power fluctuations. All other accessories and peripherals required for installation, functioning and regular maintenance of the system must be quoted with the instrument.
4. A list of users in India (particularly Govt. of India R& D organizations) and a copy of atleast three latest purchase orders and performance certificates of the same/similar model executed in the past five years in National laboratories or R&D organizations setup by GOI must be provided in the quote.
5. The system should be suited to Indian system of electrical inputs (220-230V/ 50Hz).
6. Warranty: At least 01 year for complete instrument with all modules and labor.

**Failing in compliance in specification and general conditions may cause cancellation of the bid without any further notice/information.**

[BEFORE QUOTING PLEASE REFER THE INSTRUCTIONS ATTACHED CAREFULLY](#)

Yours faithfully,

Stores and Purchase Officer  
Tele: 0172-5221522  
E\_mail: hardipbpu@gmail.com



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### INSTRUCTIONS

- All accessories required for successful installation, functioning and regular maintenance of the systems must be quoted
- Warranty: Minimum one year. Additional AMC for subsequent five years to be quoted as optional in **Annexure 'E'** for the purpose to freeze the AMC Charges beyond the warranty period.
- The system should be suited to Indian system of electrical inputs (220V/ 50Hz).
- Inquiry will be sent by UPC/Courier/Speed Post/E-mail and CIAB will not be liable for any kind of Postal delay.
- The Quotation Should be addressed to the Chief Executive Officer, CIAB, Mohali invariably giving on the envelop Reference No. with date and Due date with time.
- The Quantity mentioned in this inquiry and shall be deemed to be only approximate and will not in any manner be binding on the Institute.
- The quotation should be enclosed in a sealed envelope.
- Firms will quote separately for each article.
- **Tender fee** :- The tenderer should submit **tender fee of Rs. 1180/-** in form of Bank Demand Draft favouring, Chief Executive Officer, CIAB payable at Chandigarh/Mohali. The tender without tender fee will be summarily rejected. The tender fee should be submitted alongwith Technical BID.
- **Earnest Money Deposit (EMD)** : The tenderer should submit **EMD of Rs. 36000/-** in form of Bank Demand Draft favouring, Chief Executive Officer, CIAB payable at Chandigarh/Mohali. The tender without EMD will be summarily rejected. The EMD should be submitted alongwith Technical BID.
- **Opening of BIDS**: Technical and Commercial bids should be sent in separate sealed envelopes and enclosing them in a common sealed cover should be submitted on **06.10.2017** at 2.30 pm. The Technical Bid will be opened on the same day i.e **06.10.2017** at 3.00 pm in the presence of tenderers or their authorized representative, if any. Your quotation should be in sealed cover which should be enclosed in an outer envelope. Unsealed quotations shall not be considered. The inner sealed cover should be clearly superscribed as **"Quotation against Tender CIAB/1(30)/GAP-08/17-18/N.Pur "for supply of Incubated Refrigerated Stackable Shakers" on 06.10.2017.**

Price BID of technically qualified parties will be opened subsequently. The Intimation of the same will be given to the technically qualified parties.

If any unscheduled holiday occurs on the date of submission/opening, then next working day shall be the prescribed date of submission/opening. Requests for postponement will not be entertained.

- **Prices:**

**A) For goods manufactured with India: (Format as per **Annexure "B"**)**

- (i) The price of goods quoted Ex-Works including taxes already paid.



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- (ii) VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
- (a) The charges for inland transportation, insurance and other local service required for delivering the goods at the desired destination as specified in the price schedule form.
- (b) The installation, commissioning and training charges including any incidental services, if any.
- B) **For goods manufactured abroad: (Format as per Annexure "C")**
- (i) The price of the goods, quoted on FCA (including inland freight) (Named place of delivery abroad) or FOB (Named port of shipment), as specified in the schedule form. The charges for insurance and transportation of the goods to the port/place of destination.
- (ii) The agency commission charges, if any.
- (iii) The installation, commissioning and training charges including any incidental services, if any.
- C) The Institute is **having exemption for the payment of Excise Duty** under notification number 10/97 dated 01.03.1997 and Customs Duty under notification No.51/96 dated 23.07.1996. **Hence Excise Duty and Customs Duty, if any, should be shown separately. No other charges than those mentioned clearly in the quotation will be paid.**
- D) **Sales Tax:** We are not authorized to issue any Sales Tax Form 'C' & 'D'.

### • VALIDITY OF OFFER :

The prices must be valid at least for a period of **90 days for indigenous supplies & 180 days for imports** from the date of opening of the quotation.

- The delivery period should be specifically stated. EX-Stock and earlier delivery may be preferred.
- Samples wherever asked for will not be paid for these should be delivered in the office of the undersigned securely labelled and packed. In case of terms who submit the samples through Railways/Road Transport the freight should be prepaid and RR should be in favour of Stores and purchase of CIAB, Mohali.

### • REASONABILITY OF PRICES :

Please quote best minimum prices applicable for a premier Research Institution, **leaving no scope for any further negotiations on prices.**

The quoting party should give a **certificate** to the effect that the quoted prices are the minimum and they have **not quoted** the same item on lesser rates than those being offered to CIAB to any other customer nor they will do so till the validity of offer or execution of the purchase order, which ever is later. We request you to fill the price reasonability certificate format in the enclosed file (**Annexure "D"**).

The party must give details of identical or similar equipment, if any, supplied three National laboratories or R&D organizations setup by GOI during last five years along with the final price paid and Performance certificate from them.

The rates quoted should be in Nos and otherwise your quotations is liable to be ignored.

### • SPECIFICATIONS:



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- A. Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. **A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected/supported by the printed technical leaflet/literature. Therefore the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.**
- B. The technical bid shall be evaluated for acceptability by the technical committee and may call the tenderers for discussion. If necessary, the committee may modify the technical specification to suit the CIAB requirement.
- C. The compliance statement of specification as per **Annexure 'A'** please be filled and supplied with the quotation.
- D. The items which can/are to be procured indigenously may be listed separately.

- **PAYMENT CONDITION:**

**Payment on Bill Basis after supply:** For local supplies the payment will be made through NEFT/RTGS/TT only after satisfactory installation, commissioning and performance of the equipment at CIAB and after certification by our technical expert/scientist and with the submission of PBG of 10% of FOB/FCA value to CIAB Mohali valid for period of 15 months from the date of installation. **All foreign bank charges shall go to the supplier account.**

- **COMMENCEMENT OF WARRANTY PERIOD:** The warranty period of an item shall commence from the date of satisfactory installation/commissioning/demonstration at the project site in CIAB, MOHALI. The warranty period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.
- **No Advance Payment:** **No Advance payment will be made to any supplier.**
- **SUPPLY AND INSTALLATION TIME:** The ordered material should be supplied within 80 days from the date of confirmed Letter of Credit. The equipment should be installed/commissioned and demonstrated, by the supplier at the lab immediately but not later than 30 days material received at CIAB Laboratory and the same will be put under operation to the satisfaction of our technical expert/Scientist who will test the performance of the equipment. No separate charges for installation etc. will be paid to the party beyond the quoted prices.
- **GUARANTEE/WARRANTY:** The equipment/instrument must be guaranteed/warranted for a period of one **years from the date of its satisfactory installation/commissioning** against all manufacturing defects. If the equipment is found defective during this period the whole equipment or part thereof will have to be replaced/repared by the supplier free of cost at the lab. or at site of the supplier for which 'to and fro' expenses will be borne by the supplier.
- **AFTER SALES SERVICES:** It should be clearly mentioned in the quotation whether the after sales services during and after the completion of warranty shall be provided directly by the supplier or their



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authorized agent/representative. Terms of the after sales services, if any, may be mentioned in the offer. However, in both the cases the original supplier shall be responsible for poor performance/services. The company should have service engineers within 300 km of the range of the institute.

- **INSPECTION :**

- a. The inspection of the system will be done by our technical expert /Scientist in the presence of firm's representative.
- b. In case of receipt of the material in short supply or damaged condition the supplier will have to arrange the supplies/ replacement of goods free of cost pending the settlement of the insurance case wherever applicable on FOR at the lab. or CIF basis till satisfactory installation of the system.
- c. The supplier **should arrange for physical inspection of the items directly or through their authorized representative within seven days of arrival of the consignment failing which they will be responsible for the losses.** After the shipment is effected, the supplier/its representative/Indian agents must remain in touch with the lab/instit. to ascertain the date of arrival of consignment.

- **PENALTY CLAUSE FOR LATE DELIVERY & LATE INSTALLATION:**

- a. Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange to ship the ordered materials within the delivery period mentioned in the order unless extended with/without penalty.
- b. In case of delay in supply on part of the supplier, a penalty @ 1% per week of Order/FOB value will be charged for delayed period subject to a maximum of 10% of order/FOB value.
- c. Apart from the delay in supply, In case of delay in Installation on part of the supplier, a penalty @ 1% per week of Order/FOB value will be charged for delayed period of installation subject to a maximum of 10% of order/FOB value.
- d. If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the E shall have the right to cancel the contract/purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.

- **TRAINING:**

Wherever needed, Our Scientist/Technical persons should be trained by the supplier at the project site free of cost. In case the person is to be trained at supplier's site abroad or in India it should be mentioned in the quotation clearly. The supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges.

- **LATE/ DELAYED /UNSOLICITED QUOTATION:**

Late or delayed/Unsolicited quotations/offers shall not be considered at all. These will be returned to the firms as it is. Post tender revisions/corrections shall also not be considered.

- **ACCEPTANCE OR REJECTION OF OFFER:**



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The Chief Executive Officer, CIAB, Mohali reserves the right to accept or reject any quotation in part or full without assigning any reason thereof. The successful bidder should submit Order acceptance within 15 days from the date of issue to your successful bidder.

- **PAGE NUMBERING & SIGNATURES:**  
Your offer should be a page numbered and signed by an authorized signatory giving his/her name and designation below the signatures.
- **INTERIM ENQUIRIES:** No interim inquiries will be attended.
- **In case the item is quoted in foreign currency, Please specify on your quote:**
  - Gross weight of the consignment
  - Chargeable weight of the consignment
  - Nature of the consignment (Voluminous/ Non Voluminous)
  - Dimensions of the consignment after packing
- **FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its performance bank guarantee liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. **If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.**
- **CLEARANCE OF MATERIAL FROM INDIAN CUSTOMS** – In case of import, the goods so shipped will be cleared in INDIA by your Indian counterpart or India Agent. The authorization, Custom Duty Exemption Certificate and other documents will be provided by CIAB. The necessary charges for the clearance of consignment and concessional Custom Duty will be paid by the CIAB.

Yours faithfully,

Stores and Purchase Officer  
Tele: 0172- 5221522  
E\_mail: hardipbpu@gmail.com





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ANNEXURE 'A'

### FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

S. N.	Name of specifications/part / Accessories of tender enquiry	Specifications of quoted Model/ Item	Compliance Whether "YES" Or "NO"	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature
1	2	3	4	5	6
1	Heavy duty incubated refrigerated stackable (up to 3 tiers) shaker				
2	Digital Display for time, speed and humidity with set and actual value.				
3	Scratch-resistant transparent led for sample viewing				
4	UV sterilization capability				
5	Speed range: 25 to 400 rpm or better with an accuracy of $\pm 1$ rpm or better				
6	Orbit diameter: 25 mm or more				
7	Temperature range: 6 °C or less to 70 °C or more; $\pm 0.1$ °C or better				
8	Platform capacity: 25 or more 250 ml flasks, 20 or more 500 ml flasks, 10 or more 1 L flasks, 8 or more for 2 L, 6 or more 5 L or better capacity				
9	Clamps to be supplied with Shaker: 10 for 150 ml, 10 for 250ml, 6 for 500ml Clamps, 6 for 1 L, 6 for 2 L, and 6 for 5 L				
10	Controlled humidification system capable of avoiding sample evaporation				



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11	Safety: audible and visible alarm in case of over/under temperature and speed				
12	Shaking stop when door lift open, and automatic restart when closed				
13	Automatic restart after power interruption				
14	Environmentally friendly CFC free				
15	ISO and European CE certified equipment				
16	A compliance statement with original company literature from principal company must be supplied, clearly verifying all specifications.				
17	Equipment to be provided with a suitable voltage stabilizer.				



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**ANNEXURE "C"**

**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD**

Name of the Bidder \_\_\_\_\_

NIQ No. \_\_\_\_\_

1	2	3	4	5	6		7		8		9
Sl No	Item Description	Country of origin	Unit	Qty	Unit Price		Total price (5x6)		Charges for Insurance & transportation to port/ place of destination		Total Price (7+8)
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)	Ocean	Air	CIF

Total Bid price in foreign Currency \_\_\_\_\_  
 \_\_\_\_\_ in words.

**Note:**

- (a) Indian agents name & address \_\_\_\_\_
- (b) Installation, commissioning & training charges, if any \_\_\_\_\_
- (c) Cost of Spares \_\_\_\_\_
- (d) The Indian agent's commission shall paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents in accordance with clause 22.1 of GCC.
- (e) The cost of optional items shall be indicated separately.

It is certified:

- i) That I/ we have gone through and understood the requirements given in the CIAB Tender Notice no. **CIAB/1(30)/GAP-08/17-18/N.Pur dated 12.09.2017** and rates have been quoted accordingly.
- ii) That the terms and conditions given in the tender notice are acceptable to me/us.
- iii) That the information furnished by me /us is true and correct.
- iv) That the agency has not been blacklisted by any Government organization/department.

**Signature of Bidder**

**Name:**

Name & Address of the firm

**Authorized Signature & Seal of the Firm**



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**ANNEXURE "B"**

**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA IN INR**

Name of the Bidder \_\_\_\_\_

NIQ No. \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11
Sl. No.	Item Description	Country of Origin	Unit	Qty	Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	VAT & other taxes like excise duty payable, if contract is awarded	Packing & forwarding up to station of dispatch, if any	Charges of inland transportation, insurance up to Lab./Instt.	Installation, Commissioning & training charges, If any.

Total Bid price in Indian Rupees \_\_\_\_\_ in words.

**Note:**

- (a) The cost of optional items shall be indicated separately.  
(b) Cost of spares \_\_\_\_\_

It is certified:

- ii) That I/ we have gone through and understood the requirements given in the CIAB Tender Notice no. **CIAB/1(30)/GAP-08/17-18/N.Pur dated 12.09.2017** and rates have been quoted accordingly.  
ii) That the terms and conditions given in the tender notice are acceptable to me/us.  
iii) That the information furnished by me /us is true and correct.  
iv) That the agency has not been blacklisted by any Government organization/department.

**Signature of Bidder**

**Name:**

**Name & Address of the firm**

**Authorized Signature & Seal of the Firm**



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**ANNEXURE "D"**

PRICE REASONABILITY CERTIFICATE

This is to certify that we have offered the maximum possible discount to you in our Quotation No. \_\_\_\_\_ dated \_\_\_\_\_ for (Currency)\_\_\_\_\_.

We would like to certify that the quoted price are the minimum and we have not quoted the same item on lesser rates than those being offered to CIAB to any other customer nor they will do so till the validity of offer or execution of purchase order, whichever is later.

Seal and Signature of the tenderer



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Annexure 'E'

**TERMS AND CONDITIONS OF THE SERVICE CONTRACT**

- i) During the service contract period, the firm shall provide at least THREE preventive maintenance visits and attend to all emergent and break-down calls per year.
- ii) The service contract charges beyond warranty period must be quoted separately for each year strictly as under and quoting of rates in ambiguous terms or in percentage terms etc., shall render the tender liable to rejection :-

Rate for 1 <sup>st</sup> year	=	Rs.....	(Rs. in words)
Rate for 2 <sup>nd</sup> year	=	Rs.....	(Rs. in words)
Rate for 3 <sup>rd</sup> year	=	Rs.....	(Rs. in words)
Rate for 4 <sup>th</sup> year	=	Rs.....	(Rs. in words)
Rate for 5 <sup>th</sup> year	=	Rs.....	(Rs. in words)
- iii) The service contract charges should be quoted only for services and travel cost etc. and should not include the cost of any replacement parts/components which shall be arranged by the Institute at its own cost.
- iv) In each block of 365 days during the entire service contract period the firm will be responsible to maintain the equipment in good working condition for a period of 328 days (i.e. 90% uptime). The time taken by the Institute in providing to the firm the spare parts shall not count towards the downtime. All the complaints will be attended by the firm within 5 days of the dispatch of the complaint to their office. In case there is delay of more than 5 days in attending to a complaint then the number of days in excess of the permissible response time shall be counted in the downtime. The above said response time of 5 days for attending to a complaint will not be counted in the downtime. In case total downtime exceeds the permissible limit as defined above, the service contract shall be extended by the period in excess of the permissible downtime subject to limit of 30 days in a block of 365 days. However, for the period of the downtime in excess of 30 days in a block of 365 days. However, for the period of the downtime in excess of 30 days, a fine equivalent of double the daily service contract charges shall be recovered from the firm.
- v) The replaced parts shall remain the property of the Institute.
- vi) The firm shall try to repair the equipment at Institute itself. However, the equipment may be taken to their site, on their own expenses if in case it is not possible to repair the same at CIAB, the firm shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till this is handed over to purchaser after repair. Any loss of equipment or its accessories on account of theft, fire or any such reasons shall be the sole risk and responsibility of the firm who will compensate the Institute for such losses at FOB value of the damaged/lost equipment/part including accessories.
- vii) During the service contract period the parts/components that may be needing replacement shall made available by the Institute at their own expenses and all import formalities, payment of custom duty etc., shall be complied with/borne by the Institute.
- viii) All service contract charges will be invoiced on yearly basis on completion of annual maintenance contract. The payment of the invoice will be made after verification of service invoice satisfactorily by user within 30 days of the date of submission of the invoice.
- ix) No price revision will be accepted by the Institute during the entire tenure of the service contract agreement.