

<b>DEFECT LIABILITY</b>	<ul style="list-style-type: none"><li>(a) The Supplier warrants that the equipment/items, including all sub-assemblies and components provided, shall be free from defects in the design, engineering/manufacturing, workmanship and performance that prevent the equipment/items and/or any of its sub-assemblies and components from fulfilling the equipment/items requirements or that limit in a material fashion the operation, reliability, accuracy, sensitivity and precision of the equipment/items, its sub-assemblies and components. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.</li><li>(b) The warranty period shall commence from the date of validation/installation of the equipment/items and shall extend for the length of time specified in the tender document supra.</li><li>(c) If during the warranty period any defect found in the equipment/items, the Supplier shall promptly, at its sole cost, repair or otherwise make good such defects as well as any damage to the equipment/items caused by such defect. Any defective equipment/items, sub-assembly or component that has been replaced by the Supplier shall become the property of the Supplier and the new substituted/replaced equipment/items in good condition shall become the property of IITPKD.</li><li>(d) Validation of the equipment/items shall be carried out by the Supplier each time a major repair is carried out in the equipment/items during the warranty period.</li><li>(e) Response time for attending to defects shall be 24 to 48 hours, after they are reported to the Supplier or its designated service agent. If the equipment/items cannot be used for more than TWO working days by reason of such defect and/or making good of such defect, the warranty period for the equipment/items shall be extended by a period equal to the period during which the equipment/items could not be used by IITPKD because of such defect and/or making good of such defect.</li></ul>
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