

# संत लौंगोवाल अभियांत्रिकी एवं प्रौद्योगिकी संस्थान, लौंगोवाल, संगरुर, पंजाब - १४८ १०६

(शिक्षा मंत्रालय के अधीन समविश्वविद्यालय)

## Sant Longowal Institute of Engineering and Technology Longowal, Dist. Sangrur, Punjab – 148106

(Deemed to be University under Ministry of Education( MoE))

Ref. No. SLIET/PUR/08/22/132 - 135

Date: 08 09 2022

M/s Waters India Pvt. Ltd., Unit No.514, Block C , Elnate plot No. 178A, phase –I, Industrial Park Chandigarh- 160002

Subject: Annual Maintenance contract for your "High Pressure Liquid Chromatography (HPLC)" on proprietary basis – regarding.

This has reference to your Quotation no. 22920976 dated: 31-05-2022. Institute Authority is please to place the order for AMC of High Presser Liquid Chromatography (HPLC) Model No. G1225P178AJ1287E485AJ12998890A as per contract details.

Period	No of Visit (Per Instrument )	Annual Charges (Rs)	GST Applicable @ 18%	Total Annual Charges (Rs)
One Year 08/09/2022 to 07/09/2023	Visit will be provided as well as requested up to Maximum number of 04 visits. (any extra visit will be charged extra)	90001.00	16209.00	106210.00

(Rs. One Lac Six thousand and Two hundred Ten only ).

The annual maintenance contract is subject to the following term and conditions.

- Payment shall be released 50% payment after completion of 6 months and balance 50% after completion of AMC tenure.
- 2. Invoice/bill must show the same description as given in the supply order.
- 3. Termination clause: Either party can't terminate the service agreement by giving three months notice in advance to other party. In case, the bidder stop services without notice a suitable penalty shall be imposed by the institute subject to maximum penalty @10% of the contract value.

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Non acceptance of this order shall be conveyed to us within 15 days of its receipt failing which unconditional acceptance thereof by you will be deemed conclusive.

- 4. The Director reserves the right to terminate the contract without assigning any reason or un-satisfactory service provided by you in case of any dispute, the decision of the Director, SLIET shall be final & binding on both parties.
- 5. All disputes will be settled within the jurisdiction of the Head Quarter of Director, SLIET, and Longowal.
- For making the payment of your bill by online mode you are required to submit RTGS
  detail on the bill. Institute's GST number is 03AAAAL6685R1ZZ which must be clearly
  mentioned in the tax invoice and e-Way bill.
- 7. GST is extra as mentioned above. The following certificate should be appended on the bill.

"Certified that the goods on which GST has been charged are not exempted under the GST act and that charges on account of sale tax are as per provision of the GST act".

In absence of non-submission of this Certificate payment towards GST may not be considered.

8. Other terms and conditions as per **Annexure-II** of your quotation dated 31/05/2022. Kindly acknowledge the receipt and arrange to execute the order from the effective date of issue of order.

Assistant Registrar (Store & Purchase)

### Copy to:

- 1. HOD (Chy.)
- 2. DR (A&A)
- 3. Accountant Central Store

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Quotation number Account number Valid from date Validity end date

:213068 :31.05.2022 :30.10.2022

:22920976

would be repaired at the WATER's Service Centre. In such an event, the to and fro transportation charges would be borne by WATERS.

The visits covered under the Service Contract will be utilized for attending to the HPLC/MS System / Modules / Accessories. Any problem in the opinion of WATER's Service personnel arising / related to CUSTOMER's sample / application / chemistry may not be covered under the Service Contract.

5. "Breakdown" Servicing will be accounted as one visit under the Contract. The total number of such visits will not exceed (refer to page 1, Notes section) during the Service Contract period as mentioned earlier.

6. Spare parts required, if any will be imported / purchased by the CUSTOMER from Waters Vienna / Waters India and all the charges including duty / taxes/ other charges etc., as applicable have to be borne by the CUSTOMER.

7. The Customer shall not directly or indirectly open, alter, try to tamper with or in any way do any act which will intrude in the operation of the HPLC/MS System / Modules / Accessories (except routine maintenance) and do any modification to the configuration of the system without the presence of WATER's Service Personnel and without the approval of WATERS.

8.If Service Contract visit remains pending due to non-availability of spares and if the CUSTOMER has not placed the order for the same within two months from the date of quotation sent, then the visit will be considered as completed visit.

9. Service Contract visit will be rendered only to the HPLC/MS System / Modules / Accessories entered into Service Contract Servicing of the HPLC/MS System / Modules / Accessories added within the HPLC and MS System under the Service contract or servicing the Modules / Accessories which are under Service Contract and shifted to the other system will be treated as a billable visit and that visit will be charged as per our billable rates at that time.

10.WATERS has all rights to terminate Service Contract unconditionally.

Waters (India) Private Limited Unit no. 514, Block C , Elante Plot No 178-178A, Phase-I - 160002 Industrial & Business Park, CHANDIGARH

Tel.91 172 4234900 Fax.91 172 4234901

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:22920976 Ouotation number :213068 Account number :31.05.2022 Valid from date :30.10.2022 Validity end date

# ANNUAL SERVICE CONTRACT AGREEMENT

### WHEREAS:

1. The CUSTOMER is desirous to enter into Annual Service Contract with WATERS for their HPLC/MS System / Modules / Accessories described under schedule of this contract.

2.WATERS is desirous to render such service for the HPLC/MS System / Modules /Accessories under the terms and conditions mentioned as per this agreement.

# TERMS AND CONDITIONS

# 1.TERM (PERIOD) OF SERVICE CONTRACT:

The Term shall commence on the date described in the Quotation as the Contract Start date and shall continue until the date described in the Quotation as the Contract End date (the "Initial Term"). Following the Initial Term, the term of Plan shall automatically renew for additional ,successive one (1) year term unless either party provides written notices of non-renewal to the other party no later than [45] days before the end of the current term (each, a "Renewal Term" and together with the Initial Term, the "Term"). These terms and conditions of service shall continue to apply during any Renewal Term. The price for a Renewal term shall be provided to the customer no later than [90] days prior to the expiration of the then-current Term. If Waters does not provide notice of the renewal prior to expiration of the current Term, the price of the next year's Renewal Term shall be [3]% above than the price of the current year in the Term.

## 2.CHARGES:

The Annual Service Contract charges payable by the CUSTOMER would be (Please refer to page 1) for the HPLC/MS System / Modules / Accessories described under the schedule. These charges are labour charges only and no spares costs are included in the contract.

### 3.PAYMENT:

Payment must be made in favour of Waters (India) Pvt. Ltd. as per the terms agreed (Please refer to page no.2- Section Payment Terms / Notes).

#### 4. VISITS:

Rates: WATER's Service personnel will render (Please refer to page 1- Section Notes) visits during the Service Contract period to attend the routine maintenance and operational procedures at the Customer's site. Additional visits if any, required by the CUSTOMER will be charged extra at the rates to be specified by WATERS.

If in the opinion of WATER's Service Personnel the HPLC/MS System / Modules / Accessories cannot be repaired at the CUSTOMER's site, the HPLC/MS System / Modules / Accessories

Waters (India) Private Limited Unit no. 514, Block C , Elante Plot No 178-178A, Phase-I - 160002 Industrial & Business Park, CHANDIGARH

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