

ADDITIONAL CONDITIONS OF CONTRACT

Following clause is hereby deleted from Form No. e-DPS-P-102

Section –A

- a) 2.3.3
- b) 11.5
- c) 31.2
- d) 45.2

Following clause to be modified as follows :

- 13.3. In respect of contracts involving installation and commissioning or its supervision or erection and commissioning by the contractor where identifiable charges for the same have been quoted, the contractor shall bear the tax liability as per the rates prevailing at the time of undertaking the job in accordance with the relevant Act/Laws in force in India.
- 46.1 Agency commission payable to the contractor's agents in India, if any, shall be included in the price. Name and address of Indian agent and the percentage of commission payable to them and included in the price shall be clearly indicated. The commissioning will be paid directly by the purchaser to the Indian agents after final acceptance. The manner and method of payment of agency commission is indicated in the General Conditions of Contract/Special Conditions of Contract.

Following clause is hereby deleted from Form No. DPS-P-100

PART-A

- a) 7.1.2
- b) 20.1
- c) 22.2
- d) 29.1

PART-B

- a) 7.2

Following clause to be modified in form DPS-P-100

PART – A

6.7 The contractor shall not supply or deliver the stores unless and until a shipping release or an authorisation for despatch is obtained in the format provided by the purchaser if PDI is mentioned in Technical specification . Failure to comply with this instruction on applicable will not only make the contractor ineligible for payment for the supply, but also hold the contractor liable for payment of compensation to the purchaser due to delay in clearance of the stores from the carriers.

7.2.1 Contractor shall furnish Security Deposit in the form of bank guarantee for ten percent of the value of the contract, excluding statutory levies, for due performance of the said contract, as per Annexure-I within thirty days from the date of award of contract in case of INR contracts the Bank Guarantee shall be valid till satisfactory completion of the contract and submission of PBBG pursuant to General Conditions of Contract, plus a claim period of sixty days from the completion period mentioned in the contract for lodging of claims, if any.

22.1 The amount of commission included in the price and payable to the Indian agents of the contractor shall be paid directly to the Indian agents by the purchaser on the basis of an Invoice from the Indian agent. “Payment will be released to the Indian agents after receipt and final acceptance of the goods by the purchaser”.

23 MARKING

23.1 The marking shall generally be as under

Name and Address of the consignee	Directorate of Purchase and Stores, Government of India, Department of Atomic Energy
Contract Number and Date	No. _____ Date _____
Brief Description of Goods	
Weight	
Dimension	
Ultimate Destination	
Port of Discharge	
Package Number	

23.2 Each package shall contain a packing note specifying the name and address of the contractor, the number and date of the contract, name and address of the consignee, description of the stores and the quantity contained in such package.

23.3 The inspector, wherever deputed by the purchaser under Section C Part-A Clause No. 6 may reject the stores if the same is not packed and /or marked as aforesaid and in case where the packing materials are specifically prescribed, if such materials are not in accordance with the terms of the contract.

29.2 Ownership of the stores supplied by the contractor shall be transferred to the purchaser when the stores are delivered and accepted by the purchaser.

PART – B

- 6.1 The contractor shall, if required by the purchaser, provide facilities for the practical training of purchaser's engineering or technical personnel and for their active association on the manufacturing process through the manufacturing period of the contract/stores, number of such personnel shall be mutually agreed upon.

Following Annexure also to be deleted in form DPS-P-100

Annexure – II

Annexure – IV

Annexure – IX

Following Annexure also to be Modified in form DPS-P-100

Annexure – V

Annexure – VIII