

## ADDITIONAL CONDITIONS OF CONTRACT

The following Clauses will over-ride the provisions of Technical specification/ NIT/e-DPS-P-102/DPS-P-103/DPS-P-100

1. Clause No. 17 in Part A of DPS-P-100 version 2020-2 is modified as under :

17.1. The contractor warrants that stores to be supplied under the contract shall be free from all defects and faults in materials, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for stores of the types under the contract in full conformity with the specifications, drawings or samples, if any and shall if operable, operate properly.

This warranty shall expire (except in respect of complaints notified to the contractor prior to such date) two **years warranty** after the date of receipt and acceptance of the last lot of stores under the contract at the ultimate destination stipulated in the contract.

17.2. Should any defect or deficiency in the stores supplied by the contractor under the contract appear to be discovered within two **years warranty** from the date of receipt and acceptance of the stores in India, the contractor upon notification of such defects or deficiency by purchaser, shall forthwith take measure to rectify every such defect, deficiency or failure without any cost to the purchaser.

2. Clause No. 4 in Part B of DPS-P-100 version 2020-2 is modified as under :

4.1. The contractor shall provide warranty for a minimum period of two **years warranty** after the stores comprising plant/machinery/equipment/ instruments has been put into operation (or a suitable mutually agreed longer period to be reckoned from the date of last major shipment depending upon the nature of the stores comprising plant/machinery/equipment/instrument) the contractor shall be responsible for any defects that may develop under conditions provided for in the contract and under proper use, arising from the faulty materials, design or workmanship in the plant or from faulty erection of the plant by the contractor, but otherwise and shall rectify such defects at his own cost when called upon to do so by the purchaser who shall state in writing such defects.

4.2. If it becomes necessary for the contractor to replace or renew any defective portions of the plant for purpose of rectification under this Clause, the provisions of this Clause shall apply to the portions of the plant so replaced or renewed until expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of two **years warranty** whichever is later. If any defect is not rectified within a reasonable time, the purchaser may cancel the contract or part thereof whose decision will be final and binding on the contractor and the contractor will refund the money so paid to the contractor forthwith without any demur.