ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract. If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of General Conditions of Contract, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 INTRODUCTION

Tripura University is constructing Academic Building at Suryamaninagar, Agartala. They intend to install a 50 KW Solar Power Plant at the roof terrace of the Academic Building.

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The brief scope of work included in this tender shall include (but not limited to) Supply, Installation, Testing and Commissioning and handing over of 50 KW Solar Power Plant to EPI / Tripura University, at roof terrace of Academic Building, including detail planning for smooth execution of the work, after-sales service, project management, training of executive / technician, warranty etc. for Tripura University, Suryamaninagar, Agartala (Tripura).

4.0 QUALIFICATION OF TENDERERS

To be eligible for this tender the bidders should fulfill the requirements for eligibility as mentioned in the Notice Inviting Tender (NIT) and should submit detailed data and credentials set out in Cl 19.0 of ITT (Vol-I) of the Tender. The Tenderers are required to fulfill all the eligibility criteria as stipulated in NIT and elsewhere in the Tender documents. The price bid of Tenderers who fulfill the eligibility criteria as per evaluation of EPI shall only be opened. The decision of EPI in this regard shall be final & binding on the Tenderers.

5.0 DISQUALIFICATION

The Tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid, if;

a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.

b) They have record of poor performance during the last 10 years such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Contractor, not properly completing the work, inordinate delay in completion of work, consistent history of litigation, financial failure / weakness etc. in their on going / past projects.

c) They have incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.
d) If the Tenderers attempt to influence any member of the selection committee. EPI reserves its right to take appropriate action including disqualification of Tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the Contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

6.0 The successful bidder is solely responsible for pursuing the matter of **SUBSIDY** for the balance amount, obtaining the necessary approval and finally bringing the said amount from Ministry of New and renewal energy (MNRE).

7.0 **TAXES AND DUTIES**

Quoted rates shall be inclusive of all taxes and duties, octroi charges, royalties, levies, cess, labour cess etc. as mentioned in Clause No. 13.1 to 13.6 of General Conditions of Contract.

8.0 The price quoted by the bidder shall be considered as FIRM and not subject to escalation due to any variations in the price of material, labour and/or other reasons whosoever which may occur while the order is being carried out.

9.0 **PAYMENT TERMS**

9.1 80% on successful delivery of the equipment/material at site and on submission of all relevant documents, Maker's Test Certificate, inspection certificate, literature & specifications, list of spares, manuals and drawings etc. all in original.

9.2 Balance 20% of price of equipment/material shall be released within 30 days from the date of successful installation, commissioning and handing over.

10.0 **INSURANCE** to be arranged by the successful bidder.

11.0 **INSPECTION, CHECKING & TESTING**

The stores covered by the Work Order shall be subject to preliminary inspection and testing at any time prior to shipment and/or dispatch and final inspection within a reasonable time after arrival at the place of delivery. The Inspector shall have the right to carry out the inspection and testing which include raw materials at manufacturer's work and at the time of actual dispatch before and after completion of packing.

The bidder shall inform EPI at least 21 days in advance of the exact place, date and time of rendering the stores for required inspection, provide free access to Inspectors during normal working hours at supplier's or his/its sub-supplier's works and places at their disposal, internal test reports, material/component test certificates, approved drawings and all useful means of performing, checking, marking, testing, inspection and final stamping at his own expenses. Stores offered without internal testing shall be treated as a lapse on the part of bidder.
If, after receiving inspection call from the supplier/manufacturer the inspector on reaching the works finds that the equipment/materials offered for inspection is not fully ready or fails to meet vital requirements, it will be deemed to be a fake inspection call. Issue of a fake inspection call shall be treated as a serious lapse on the part of the bidder.

In the event of rejection of stores due to defective workmanship/material/design or fake inspection call, the stores would be offered for re-inspection at the earliest. EPI shall have the right to deduct the cost of re-inspection from the bidder /supplier's invoices.

Even if inspections and tests are fully carried out, bidder shall not be absolved to any degree from their responsibilities to ensure that stores supplied, comply strictly with requirements, of the Work order at the time of delivery, inspection on arrival at site, after its erection or start-up and guarantee period.

In any case, the stores must be strictly in accordance with the Work order failing which EPI shall have the right to reject goods and hold the bidder liable for non-performance of contract.

12) **Maker's Test Certificate**
Maker's Test Certificate shall be supplied by the bidder at the time of inspection. Failure to comply may cause delay in the issue of certificate of inspection and consequent delay in delivery and payment.

13) **Assembly, after Sales Service and Training**
If required by EPI/ Tripura University the bidder shall be fully responsible for the assembly of the equipment at destination site and completeness of the machinery from the angle of its end use.

The bidder shall provide necessary "After Sales Service" and also impart training to the Consignee's staff in the operation and maintenance of the equipment free of cost to the satisfaction of the consignee.

14) **Penalty for late Deliveries**
The time and date of delivery of stores, materials, equipment as agreed to shall be deemed to be the essence of the contract. In case of delay in execution of the order beyond the date of delivery as agreed to for any reason, the BUYER shall recover from the supplier as penalty a sum equivalent to 0.5% of the value of the entire contract for every week of delay or part thereof limited to an aggregate of 5%.

15) **Risk Purchase on Default**
In case of default on the part of the bidder /supplier to supply all the stores or part thereof covered by the contract upto the standard/specifications within the contractual delivery period stipulated in the contract, EPI shall have the right to purchase such stores or other of similar description at the risk and cost of the supplier. However, supplier shall be liable to pay penalty under clause 13 above for resultant delay.
16) **Delay due to Force Majeure**
If any time during the continuance of the contract the performance in whole or part by either party on any obligation under the contract shall be prevented or delayed by reason of any war, hostility, explosions, epidemics, quarantine restrictions, or other acts of God, then provided, notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Chairman and Managing Director, EPI, New Delhi as to whether the deliveries so resumed shall be final and binding on both the parties. In case Force Majeure Condition persists for a period exceeding sixty (60) days, either party may at its option terminate the contract.

EPI shall be at liberty to take over from the bidder at a price to be fixed by the Chairman and Managing Director, EPI, New Delhi which shall be the final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the supplier at the time of such termination or portion thereof as the BUYER may deem fit.

17) **Rejection, Removal of Rejected Goods and Replacement**
In case the testing and inspection at any stage by inspectors reveal that the equipment, material and workmanship do not comply with the specifications and requirements, the same shall be removed by the bidder at his/its own expenses and risk within the time allowed by EPI. EPI shall be at liberty to dispose of such rejected goods in such manner as he may think appropriate, in the event the supplier fails to remove the rejected goods within the period as aforesaid.

All expenses incurred by EPI for such disposal shall be to the account of the bidder. The freight paid by EPI, if any, on the inward journey of the rejected material shall be reimbursed by the supplier to EPI before the rejected materials are removed by the bidder. The bidder will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment if so required by EPI. The time taken for replacement in such event will not be added to the contractual delivery period.

18) **Warranty**
The bidder shall warrant that every material/plant, machinery and equipment to be supplied be new and free from all defects and faults in design, material, workmanship and manufacture and shall be of the highest quality.

The items should be consistent with the established, recognised or stipulated standards for material of the type usually used for the purpose and in full conformity with the specifications and drawings or samples, if any. Equipment offered must be capable, during operation, of withstanding extreme dusty, wet, humid and sultry conditions. The warranty shall continue not withstanding inspection, payment, acceptance of tendered equipment and shall expire except in respect of complaints notified to supplier prior to
such date within 12 months from the date of commissioning or 13 months from the date of despatch whichever is earlier.

19) **Performance Guarantee**
The bidder/supplier shall guarantee that any/all material used in execution of the work Order shall be in strict compliance with characteristics requirements and specifications agreed upon and that same shall be free from any defects.

The bidder/supplier shall guarantee that all material and equipment shall be repaired or replaced as the case may be at his own expense in case the same have been found to be defective in respect of material, workmanship or smooth and rated operation within a period of 12 months after the same has been put in service or 13 months from the date of despatch of last consignment, whichever is earlier. The guarantee period for the replacement parts shall be 12 months starting from the date on which the replacement parts are commissioned. Acceptance by EPI or his inspectors of any equipment and materials or their replacement will not relieve the supplier of his/its responsibility concerning the above guarantee.

20) **Indemnity**
The bidder shall at all times indemnify EPI against all claims which may be made in respect of stores for infringement of any right protected by patent, registration of design or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against EPI shall notify the bidder of the same and the supplier shall at his own expense either settle any such dispute or conduct any litigation that may arise there from.

The bidder shall not be liable for payment of any royalty, licence fee or other expenses in respect of or for making of patents or designs with respect to which he is, according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of the patent or trade mark of fulfillment of the contract.

21) **Drawings**
The bidder/supplier shall furnish the general arrangements and dimensional drawings in three sets within four weeks from date of placement of order.

22) **Literature of Equipment**
Following literature and documents for the equipment shall be supplied in five copies each free of cost along with the equipment, (a) Operator's instructions (b) Service Manual (c) Illustrated and detailed parts catalogues (d) Specifications (e) A list of service tools required for routine servicing of the equipment.
23) **Arbitration**
There shall be no Arbitration Clause for this contract except between Central Public Sector Undertakings inter se / Government of India Departments / Ministries as mentioned below:

**ARBITRATION BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES INTER SE / GOVERNMENT OF INDIA DEPARTMENTS / MINISTRIES**

(i) In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions (Office Memorandums / Circulars) issued by Govt. of India from time to time with regard to arbitration between one Government Department and another, one Government Department and a Public Sector Enterprise and Public Sector Enterprise inter se.

(ii) Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as is contained in D.O. No. DPE/4(10)/2001-PMA-GL-I dated 22.01.2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India or any modification issued in this regard.

24) **Court Jurisdiction**

Disputes of any nature that may arise in connection with the execution of the contract shall be subjected to the jurisdiction of courts situated in New Delhi only.

25) It will be ensured by the bidder that no work, beyond the scope of work mentioned in the tender document is executed without prior permission of Engineer-in-charge of EPI. Cost of any such work if executed without prior sanction for execution will be borne by the contractor only and EPI will have no obligation whatsoever.