

**GENERAL CONDITIONS OF CONTRACT**

**A. CONTRACT PARAMETERS**

**1. Display of Notice Boards at Work Sites**

The Bidder shall put up display notice board at each project site where the works are in progress indicating the information given below:

- Name of the Project.
- Estimated Cost of Project.
- Date of Commencement.
- Expected date of completion.
- Name of Bidder and his telephone number.
- Name of Engineer-in-Charge and his telephone number.

**2. Disposal of Waste at Site**

Significant quantities of waste are generated during the execution of project and an integrated approach for effective handling, storage, transportation and disposal of the same shall be adopted. This would ensure the minimization of environmental and social impact in order to combat the climate change.

The Bidders shall follow the below criteria for disposal of waste at site during the execution of project.

- Bidder shall ensure that the detailed project plan include the waste management, segregation of all designated waste material (Recyclable/ Non-Recyclable), collecting, storing, disposing and transferring the same to pre-arranged facility/destination in timely and safe manner as per environmental legislations during the execution of project. The project plan shall also include the innovative construction practice to eliminate or minimize waste, protect surface/ground water, control dust and other emissions to air and control noise during the execution of project. The copy of same shall be given to EIC before the commencement of project.
- The purchase policy of BA shall encourage the procurement of material with recycled and minimum packaging of goods during delivery. Bidder shall provide the appropriate means for site to site transportation of materials to avoid damage and littergeneration.
- Bidder shall educate and inform to its project team about the requirement and responsibilities for waste minimization and disposal in general and provide training of practices that support this. Waste management should be treated like a safety program.
- In the event that area of contaminated or biological hazard is identified, Bidder shall ensure that plant, equipment, personnel and any activity associated with the work is carried out in consultation with EIC of RECPDCL.
- Bidder shall ensure that the residents living near the site are kept informed about proposed working schedule and shall informed timings and duration of any abnormal noise full activity that is likely to happen.
- Bidder shall ensure the regular maintenance and monitoring of vehicles and equipment for efficient fuel use so that emissions and noise are within acceptable limits to avoid air pollution.

**3. Deployment of Work Force**

Bidder shall deploy adequate labour, as considered necessary by RECPDCL for execution of the contract including Sundays and Holidays whenever required to do so with no extra cost to RECPDCL. However, prior permission shall be taken from the site Engineer to carry out the work beyond normal working hours or on Sundays and Holidays. Female employees shall not be deployed beyond normal working hours/days and no child labour shall ever be deployed. Bidder shall depute full time qualified and experienced engineers to supervise the work at site. All such staff shall be maintained from commencement to completion of all works to the entire satisfaction of the Engineer-in-Charge. Associate's employees deployed for the works under this contract will not be considered in Company's employment at any time. Bidder shall continue to be

responsible for all such employees, their safety, all types of statutory compliances related thereto and in any other manner whatsoever. The company will stand indemnified by the Bidder in respect of all the above. At the same time Company upon noticing any breach or default on any statutory compliances, may at their sole discretion, decide to act in a manner as deemed fit at the risks and costs of the Bidder.

RECPDCL shall have the right to instruct the Bidder to change the Sub-Bidders or skilled/unskilled workers in case the conduct, the workmanship or speed of the work is not satisfactory.

#### **4. Damages to Properties**

The Bidders shall take necessary steps to ensure that the equipment and installations of the Company, Third parties, including other utility services like water supply pipelines; open drains telephone cables etc. are not damaged during execution of the works related to client. The Bidders shall be responsible for all such damages and shall have to repair/replace and/or compensate for the entire claims in respect of such damages at its own cost.

#### **5. Issuance of Material**

The material issued to the Bidder shall be in the custody of the Bidders who shall be fully responsible for the same. After completion of the works, the Bidders will reconcile the material. Any cost of material which is short or damaged/lost will be deducted from Bidder bill/ deposits.

#### **6. Company's Right To Use Works**

If Taking Over Certificate is delayed for any reason, for which RECPDCL's decision shall be final and binding upon the Associate, the Company shall be entitled to use the works or portion thereof without affecting Associate's responsibility and liability to complete the balance works as per company's directives from time to time, though Bidder shall be afforded reasonable opportunity by the company to enable Bidders to complete all balance works required for issuance of 'Taking Over Certificate' by the company.

#### **7. Rights of RECPDCL to vary the scope work**

RECPDCL shall have the right, during the performance of the Contract, to change the scope and/or technical character of the Project and/or of the supplies and services stipulated in the Contract by communicating the intent to do so in writing to the Bidder. On receipt of such communication the Bidder shall, within the time frame specified in the contract shall provide RECPDCL with a reasonably detailed estimate of the cost of the change in scope outlined in the RECPDCL communication. The change in the Contract price and time shall be revised upwards or downwards, as the case may be, and shall be mutually agreed to. The Bidder shall not be entitled to any extension of time unless such changes adversely affect the time schedule.

The Bidder shall not proceed with the changes in the scope of work till such time revision of Contract price and time schedule are approved and communicated to the Bidder by RECPDCL.

Any change in the Scope of Work and/or Terms & Conditions of the order shall be intimated by RECPDCL through an amendment to the contract. The amendment shall be treated valid only if signed by the authorized signatory of the original contract.

#### **8. Compliance to Labour Laws**

Bidder needs to ensure compliance to applicable labour laws including timely disbursement of wages. In case wages are not disbursed as per the stipulated timelines, then RECPDCL shall pay the wages to BA employees on behalf of BA. Apart from deducting the amount of wages paid, RECPDCL shall deduct an additional service charge equivalent to 25% of the wages paid from the payment due to BA.

### **B. INSPECTION/PARTICIPATION**

#### **1. Right to Carry Out Inspection**

RECPDCL reserves the right to send its representatives for inspection or participation at various stages of contract execution listed below, applicable as per contract construction.

- During basic design and detail engineering of material/ Equipment carried out by Associate

/Outsourced Agencies.

- During manufacturing stages of the product at Associate's/Associate's Outsourced Agency's Plant/Facility.
- During Pre-dispatch Inspection and Testing of finished/manufactured product at Associate's/Associate's outsourced Agency's Plant/Facility.
- During Installation & Commissioning Activities/Stages.
- Prior to Clearing of the completed installation for commissioning.
- Any other stage as find appropriate by RECPDCL during contract execution time.

All inspections and participations shall be carried out within maximum of two (02) weeks of RECPDCL giving written intimation to the Bidder or receiving appropriate advance written inspection call from the Associate, unless otherwise specified elsewhere in the contract document.

## **2. Facilitating Inspection**

The Bidder shall provide all opportunities and information to RECPDCL's engineers to get acquainted with the technical know-how and the methods and practices adopted by the Bidder in basic and detail engineering. The Bidder shall provide documents, drawings, calculations etc. as may be required by RECPDCL's Engineers.

The Bidder shall provide free of charge office accommodation, office facilities, secretarial services, communication facilities, general and drawing office stationary, etc. as may be reasonably required by the RECPDCL's engineers. Similarly, facilities shall also be provided by Associate's outsource agencies/partners/authorized dealers (collectively termed as sub-associates) if such basic and detail engineering activities are carried out in the design offices of sub-Associates.

The Bidder shall be responsible for the safety of employees of RECPDCL/Third Party Agency when they are at the Associate's /Associate's outsource agency's plant or facility for carrying out/witnessing inspection/testing. All statutory safety precautions as applicable shall be followed by the Bidder during Inspection Testing. If RECPDCL inspectors are not satisfied with the safety arrangements at the plant, RECPDCL have the right to call off inspection till such time corrective action is taken by the Bidder.

Before raising the call for pre-dispatch final inspection and testing, the Bidder shall conduct all the tests—type tests, routine tests etc-as specified in the contract document and submit copies of the test certificates to RECPDCL along with the inspection call, for scrutiny of RECPDCL.

The Bidder and RECPDCL shall jointly document all the observations, comments and action points after completion of inspection and it shall be binding on the Bidder to provide compliance on all the points requiring compliance and furnish the compliance report to the designated authority of RECPDCL for receiving clearance for dispatch of materials.

## **3. Third Party Nomination**

RECPDCL also may nominate a third party for the purpose of carrying out the inspection and such an agency shall be entitled to all the rights and privileges of RECPDCL as far as conducting the inspection.

## **4. Waiver of Inspections**

RECPDCL on its own discretion shall chose to waive off any inspection and ask the Bidder to submit all the test reports as applicable as per contract specifications, related to inspection and testing of the goods ordered for scrutiny and clearance for dispatch.

# **C. MDCC & DELIVERY OF MATERIALS**

## **1. Material Dispatch Clearance Certificate**

Bidder shall deliver material/goods/equipment against Supply Contracts or Supply Part of Composite/Service Contracts only after receiving Material Dispatch Clearance Certificate (hereafter termed as MDCC) issued by designated authority of RECPDCL. Material delivered at RECPDCL stores or at project site without a valid MDCC issued by the designated official of RECPDCL/CED shall be rejected. MDCC shall be issued to Bidder furnishing compliance report on the action points documented during pre-dispatch inspection and testing at Associate's/ Sub- Associate's plant/ facility. In case Pre-dispatch inspection is waived at the discretion of RECPDCL, then, MDCC shall be issued on receiving all the test reports-routine&

type-from the Bidder and finding them in order.

The Bidder shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling and transport by air, sea, rail and road or any other means.

All such packing shall allow to the extent possible for easy removal and checking at Site. The Bidder shall take special precautions to prevent rusting of steel and iron parts during transit by sea. Gas seals or other materials shall be utilised by the Bidder for protection against moisture during transit of all Plant and Equipment.

Each Equipment or parts of Equipment shall be tagged with reference to the assembly drawings and corresponding part numbers. Each bale or package shall contain a packing note quoting specifically the name of the associate, item description, quantity, item / package identification.

All packing cases, containers, packing and other similar materials shall be new and supplied free by the Bidder and it shall not be required to be returned to the Bidder.

Notwithstanding anything stated in this clause, the Bidder shall be entirely responsible for loss, damage or depreciation or deterioration to the materials and supplies due to faulty and/or insecure packing or otherwise during transportation to the Site until otherwise provided herein.

In case of the consignments dispatched by road, the Bidder shall ensure that it or its sub- contractors:

- i) Identify and obtain the correct type of trucks/trailers, keeping in view the nature of consignments to be dispatched.
- ii) Take such actions as may be necessary to avoid all possible chances of damages during transit and to ensure that all packages are firmly secured.

**2. Right to Rejection on Receipt**

Goods/Material/Equipments delivered in condition physically damaged & incomplete as a product ordered, or not packed and transported as per the terms and conditions of the contract is liable to be rejected. Such item shall be lifted back by Bidders within 15 days from receipt of rejection note from RECPDCL and have to supply back the material within next 30 days or within the timeframe mutually decided by Bidder and RECPDCL.

If delivery of the material is beyond the agreed time, Liquidated damage clause, mentioned in this GCC separately shall be applicable; but the period for levy of LD shall be considered as per the original delivery schedule and not from the agreed timelines for material rectification.

**3. Consignee**

Unless otherwise specified in the Contract Document, Materials/Goods/Equipments shall be consigned to "Stores-In-Charge", C/o Executive Engineer, Electricity 'OP' Division no. 4, Sector-34 C, U.T. Chandigarh.

**4. Submission of mandatory documents on Delivery**

Following documents shall be mandatorily submitted by BA along with supply of material to RECPDCL stores/site:

S. No.	Documents	Requisite
1	Invoice copy in original	With all consignments
2	LR copy	Wherever required
3	Packing list	With all consignments
4	MDCC	With all consignments
5	Purchase order / Release order	Signed copy
6	Test certificates	With all consignments
7	Inspection/JVR report	In case pre-dispatch inspection is conducted

8	Device data in CD as per template for metering items	Wherever applicable
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**D. MDCC & DELIVERY OF MATERIALS**

S. No.	Instructions
1	Purchase order/ Release order no. shall be mentioned on invoice and on material
2	CED material code and material description shall be mentioned in invoice and on material.
3	“PROPERTY OF CHANDIGARH ELECTRICITY DEPARTMENT” shall be embossed on material.
4	The material shall be properly sealed and packed in standard packing as per purchase order terms & conditions.
5	The weight and quantity of material shall be mentioned wherever applicable
6	The material supplied shall be co-related with the packing list.
7	The name plate detail on equipment shall include Material code, Material description, specification detail of material [as applicable], Serial No. Year of manufacturing, PO/RO no. and date, “PROPERTY OF CHANDIGARH ELECTRICITY DEPARTMENT”, Guarantee period and Associate’s name.
8	In case of manual unloading, supplier / transporter shall deploy sufficient Labour for unloading the material at CED central store. For heavy item(s), if crane will be provided by CED [unloading cost will be recovered from the associate].
9	The driver should have valid License and one helper in truck. All the documents of truck like registration papers, PUC etc should be available in Truck.
10	BA representative should accompany the material and get it unloaded / stacked in his presence wherever possible.

**E. Guarantee**

**1. Guarantee of Performance**

Bidders shall stand guarantee that the equipment and material supplied/service or work rendered under the contract is free from design, manufacturing, material, construction, erection & installation and workmanship & quality defects and is capable of its due, rated and intended quality performance, as an integrated product delivered under the contract. for a specific period termed as Guarantee Period(as elaborated elsewhere in this clause) The Bidder should also guarantee that the equipment/material is new and unused except for the usage required for the tests and checks required as part of quality assurance.

**2. Guarantee Period**

The Guarantee Period will be equipment/service/work specific and shall be as specified in the Standard Specifications of RECPDCL for the equipment/material/service/work and where standard specifications are not part of contract documents or guarantee period is not specified in the standard specifications,, the guarantee period shall be as per the Special Terms and Conditions of the Contract. In case of no mention of the guarantee period in standard specifications or SCC Guarantee Period will be 24 Months from the Date of Commissioning or 18 months from the date of delivery of final lot of supplies made, whichever is earlier.

**3. Failure in Guarantee Period (GP)**

If the equipment and material supplied/service or work rendered under the contract fails to perform its due, rated & intended quality performance, during the Guarantee period, the Bidder is liable to undertake repair/rectify/replace the equipment and material supplied/service or work rendered under the contract within time frame specified in the SCC or elsewhere in the contract documents at associate's cost to make the equipment and material supplied/service or work rendered under the contract of performing its due, rated and intended quality performance. If Bidder fails to repair/rectify/replace the equipment or material supplied/service or work rendered under the contract, failed in Guarantee Period, RECPDCL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the RECPDCL's own charges (@ 20% of expenses incurred), from the Bidder or from the "Security cum Performance Deposit" as the case maybe.

If during the Warranty/ Guarantee period some parts of the supplies are replaced owing to the defects/ damages under the Warranty, the Warranty period for such replaced parts shall be until the expiry of twelve months from the date of such replacement or renewal or until the end of original Guarantee period, whichever is later.

Any repairs during the Guarantee Period shall be carried out by the Bidder within 30 days of reporting the issue to Bidder by RECPDCL. However, if replacement of the Equipment is required, Bidder shall notify the same to RECPDCL within 7 days of reporting the issue by RECPDCL. Thereafter, the total time for supply of new equipment/ material shall be equal to the original delivery period of that equipment/ material as specified in the Contract. In case the Bidder is not able to rectify/ replace the faulty equipment/ material within the stipulated timelines as mentioned above, penalty shall be levied as per the Liquidated Damages clause mentioned in this document. The penalty amount shall be recovered from the payment due to the vendor or by encashment of the SPBG as the case may be.

**4. Cost of repairs on failure in GP**

The cost of repairs/rectification /replacement, apart from the actual cost of repairs/rectification/replacement is also inclusive of all Bidder costs of required transportation, site inspection /mobilization/dismantling and re-installation costs as applicable, to be borne by the Bidder. The Bidder has to ensure that the interruption in the usage of intended purpose of the equipment is minimized to the maximum extent In lieu of the time taken for repairs/rectification/replacement.

**5. Guarantee period for Goods Outsourced**

If the Bidder outsources partly equipment/materials/services from third party as mutually agreed upon at the pre award stage of contract, RECPDCL shall have the benefit of any additional guarantee period if provided by the third party for the part supplied/executed by them.

**6. Latent Defect**

Hidden defects in manufacturing or design of the product supplied and which could not be identified by the tests conducted but later manifested during operation of the equipment are termed as latent defects. Bidders shall further be responsible for 'free replacement' for another period of THREE (03) years from the end of the guarantee period for any 'Latent Defects' if noticed and reported by the Company.

**7. Support beyond the Guarantee Period**

The Bidder shall ensure availability of spares and necessary support for a period of at least 10 years post completion of guarantee period of equipments supplied against the contract.

**F. UNLAWFUL ACTIVITIES**

The Bidder shall have to ensure that none of its employees are engaged in any unlawful activities (whether covered under the scope of the present GCC or not) subversive of the RECPDCL's interest failing which appropriate action (legal or otherwise) may be taken against the Bidder by the RECPDCL, in accordance with the terms of the present GCC.

**G. CONFIDENTIALITY**

Bidder and its employees or representatives thereof shall strictly maintain the confidentiality of various information they come across while executing the contract as detailed below.

**1. Violation**

In case of violation of this clause, the Bidder is liable to pay compensation and damages as may be determined by the

competent authority of RECPDCL.

**H. INTELLECTUAL PROPERTY RIGHTS**

If, in the course of performance of its functions and duties as envisaged by the scope of the present GCC, the Bidder acquires or develops, any unique knowledge or information which would be covered, or, is likely to be covered within the definition of a trademark, copyright, patent, business secret, geographical indication or any other form of intellectual property right, it shall be obliged, under the terms of this present GCC, to share such knowledge or information with the RECPDCL. All rights, with respect to, or arising from such intellectual property, as afore mentioned, shall solely vest in RECPDCL.

Moreover, the Bidder undertakes not to breach any intellectual property right vesting in a third party/parties, whether by breach of statutory provision, passing off, or otherwise. In the event of any such breach, the Bidder shall be wholly liable to compensate, indemnify or make good any loss suffered by such third party/parties, or any compensation/damages arising from any legal proceeding/s, or otherwise. No liability of RECPDCL shall arise in this respect, and any costs, damages, expenses, compensation payable by RECPDCL in this regard to a third party/parties, arising from a legal proceeding/s or otherwise, shall be recoverable from the Bidder.

**I. INDEMNITY**

The Bidder shall at all times indemnify, keep indemnified and hold harmless the RECPDCL and its officers, directors, employees, affiliates, agents, successors and assigns against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement of patent, trade mark, registered design, copy rights and/or industrial property rights by manufacture, sale or use of the equipment supplied by the Bidder whether or not the RECPDCL is held liable for by any court judgement. In this connection, the RECPDCL shall pass on all claims made against him to the Bidder for settlement.

The Bidder assumes responsibility for and shall indemnify and save harmless the RECPDCL from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by the RECPDCL and its officers, directors, employees, affiliates, agents, successors and assigns arising from any breach of the Associate's obligations under the Contract or for which the Bidder has assumed responsibilities under the Contract including those imposed under any local or national law or laws, or in respect to all salaries, wages or other compensation for all persons employed by the Bidder or his Sub-Bidders or suppliers in connection with the performance of any work covered by the Contract. The Bidder shall execute, deliver and shall cause his Sub-Bidder and suppliers to execute and deliver, such other further instruments and to comply with all the requirements of such laws and regulation as may be necessary there under to conform and effectuate the Contract and to protect the RECPDCL.

The RECPDCL shall not be held responsible for any accident or damages incurred or claims arising, due to the Associate's error there from prior to completion of work. The Bidder shall be liable for such accidents and after completion of work for such accidents as the case may be due to negligence on his part to carry out Work in accordance with Indian laws and regulations and the specifications set forth herein.

**J. LIABILITY & LIMITATIONS**

**2. Liability**

Except for any specific liability which may be identified in the Contract and which may be payable hereunder, Bidder shall not be liable for any special, incidental, indirect, or consequential Damages or any loss of business Contracts, revenues or other financial loss (or equivalents thereof no matter how claimed, computed or characterized) arising out of or in connection with the Performance of the Work or supply of Goods **unless caused by Associate's negligence, willful misconduct or breach of contract.**

RECPDCL shall have no liability or any special, incidental, indirect or consequential Damages for any loss of Business Contracts, revenues or other financial loss arising out of this Contract.

**3. Limitation of Liability**

The total liability of Bidder against any contract shall be limited to the Total All Inclusive Contract Value.

**K. FORCE MAJEURE**



Force Majeure applies if the performance by either Party ("the Affected Party") of its obligations under Contract is materially and adversely affected.

"Force Majeure" shall mean any event or circumstance or combination of events or circumstances referred below and their consequences that wholly or partly prevents or unavoidably delays any Party in the performance of its obligations under this Agreement, but only and to the extent that such events and circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided even if the Affected Party had taken reasonable care:

- Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, embargo, blockade, revolution, riot, bombs, religious strife or civil commotion, etc.
- Politically motivated sabotage, or terrorism, etc.
- Action or Act of Government or Governmental agency for which remedy is beyond the control of the affected parties.
- Any act of God.

Note: Causes like power breakdown/ shortages/fire/strikes, accidents etc do not fall under Force Majeure.

Time being the essence of the Contract, if either party is prevented from the performance of its obligations in whole or in part due to an event of Force Majeure, then provided Notice of happening of any event by the Affected Party is given to the other party within seven (7) days from the date of occurrence of such event, which DIRECTLY has impact on works and submitted details and quantum of resulting effect, but at the same time had made all possible efforts to mitigate and overcome effects thereof, the Affected Party's performance under this Contract shall be suspended until such event ceases and the Scheduled Completion shall be delayed accordingly.

If Force Majeure event(s) continue for a period of more than three months, the parties shall hold consultation to discuss the further course of action.

Neither party shall be considered to be in default or in breach of its obligation under the Contract to the extent that performance of such obligation by either party is prevented by any circumstances of Force Majeure which arise after effective date of Contract.

Neither party can claim any compensation from the other party on account of Force Majeure.

**L. SUSPENSION OF CONTRACT**

**1. Suspension for Convenience**

RECPDCL may, at any time and at its sole option, suspend execution of all or any portions of the schedule of items of contract to be supplied/work to executed by Bidder under the contract by providing to the Bidder at least two business days written notice for contracts having contract completion period less than sixty days and at least seven business days' notice for all other contracts.

Upon receipt of any such notice, the Bidder shall respond as follows as applicable as per contract construction.

- Immediately discontinue further supply of material/goods specified in the suspension notice for supply contracts
- Immediately discontinue further service/work and supply of materials of those services/materials/work specified in the suspension notice for service /compositecontract
- Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to RECPDCL, of all orders, outsourcing arrangements, and rental Contracts to the extent that they relate to performance of the portion of Work suspended by the notice.
- Protect and maintain the portion of the service/Work already completed, including the portion of the Work suspended hereunder, unless otherwise specifically stated in the notice.
- Continue delivering/carrying out the supply/service/work items as per contract conditions, which do not fall under purview of the suspension notice.



On receipt of resumption notice from RECPDCL, the Bidder shall resume execution of contract as specified in the resumption notice, within the time frame specified in the resumption notice,

**2. Suspension for Breach of Contract conditions.**

RECPDCL shall suspend execution of whole/or part thereof the contract till such time Bidder complies with the conditions stipulated under this tenders conditions.

**3. Compensation in lieu of Suspension**

If the suspension of the contract in whole or in part is for convenience of RECPDCL and not due to any breach of contract conditions by the associate, RECPDCL at its discretion shall consider compensating all reasonable additional costs incurred by Bidder in lieu of suspension of whole or part of contract, on representation of the Bidder providing justified estimates of such additional costs and such estimates are found acceptable and approved by competent authority of RECPDCL.

If the suspension of contract in whole or part thereof is due to breach of contract conditions (refer clause 24.3) by the Associate, Bidder shall not be entitled for any compensation for any cost incurred in lieu of suspension of whole or part of contract and also shall be liable for compensating all the losses arising to RECPDCL in lieu of suspension of contract. Resumption notice shall be subject to the Bidder taking corrective action for the breach of contract conditions within the time frame and as per the terms specified in the suspension notice.

**M. TERMINATION OF CONTRACTS**

**1. Termination for Default/Breach of Contract**

The contract / PO shall be subject to termination by RECPDCL in case of breach of the contract by the Bidder which shall include but not be limited to the following:

- i. Withdrawal or intimation by the Bidder of its intent to withdraw or surrender the execution / completion of the contracted work /PO or failure in ensuring adherence to any delivery schedules, in deviation of the contract/ PO.
- ii. Refusal or neglect on the part of the Bidder to supply material/equipment of quantity or quality as specified by RECPDCL and within the timeframe as specified in the contract document or refusal or neglect to execute the services/work in terms of the agreed standards of quantity or quality and/or within the timeframe specified in the contract/PO.
- iii. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract.
- iv. Failure to furnish guarantees as specified and /or failure to comply with the termsthereof.
- v. Failure to furnish such relevant documents or information within the time specified which may be necessary for due execution / completion of the works and documentation.
- vi. Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.
- vii. In case any reasonable information has been received by RECPDCL that Bidder has adopted/ or attempted to adopt any unethical conduct, action in award of the contract /PO or at any time thereafter.
- viii. Failure to comply with applicable statutory provisions as contained in the contract or failure to comply with the applicable laws.
- ix. Failure to comply with safety regulations/clauses stipulated in the contract or as may be generally instructed by RECPDCL.

If the default or breach as specified under clause 24 (except sub clause g thereof) be committed by the Bidder for the first time, RECPDCL shall issue, along the with notice of default or breach, a warning notice instructing the Bidder to take remedial/corrective action within the time frame stipulated in the warning notice and not to repeat the same in future. The timeframe for corrective action by the Bidder shall be specific to the nature of breach of contract and the same shall not be objected to by the Bidder. If the Bidder fails to comply with the instructions in the warning notice or in taking corrective action to the satisfaction of RECPDCL then RECPDCL may terminate the entire or part of contract at its discretion by issuing

termination notice without incurring any liability on this ground.

In case the contract is terminated for any breach of the nature specified in clause 24 g stated above, RECPDCL shall have the right to terminate all the contracts RECPDCL is having with the Bidder by issuing termination notice which shall be without prejudice to the other rights of RECPDCL available to it under law.

Without prejudice to its right to terminate for breach of contract, RECPDCL may, without assigning any reason, terminate the Contract in whole or in part at any time at its discretion while the contract is in force by serving a written notice of two weeks to the Bidder.

In the event of RECPDCL having proceeded with termination of the contract the Bidder shall comply and proceed further in the following manner:

- i) Bidder shall discontinue the supply, on the expiry of the said period of two weeks.
- ii) Bidder shall ensure that no further steps are being taken towards discharge of the obligations, terms and conditions as contained in the contract/PO. This shall include initiation of actions not limited to discontinuation of other allied and associated arrangements which the Bidder might have entered into with third parties for due discharge of its obligations under the contract with RECPDCL.
- iii) The Bidder shall perform thereafter such tasks as may be necessary to preserve and protect the terminated portion of the material/service/work in progress and the materials and equipment at RECPDCL sites or in transit thereto. However the Bidder shall continue to fulfill its contractual obligations with regard to the part of contract not terminated.
- iv) It shall be open for RECPDCL to conduct a joint assessment with the Bidder of the material, supplies, equipment, works or in general as to the subject matter of the contract in regard to which the Bidder claims having completed its obligations before or during such termination.
- v) It shall be open to RECPDCL to seek invocation of the performance bank guarantee or any other guarantee or other security deposit by whatever name called submitted by the associate, which shall not be objected to or protested against by the Bidder.

In case of termination of the contract the parties agree to be governed inter alia by the following:

- a) In case RECPDCL exercises its right of termination as stated above the Bidder shall not dispute or object to the same.
- b) The Bidder shall be entitled to receive and claim only such payments OR sums of money from RECPDCL as may be found payable to it in regard to works executed by it under the terms of the contract and no other claim of any nature whatsoever shall be made by the Bidder.
- c) All such provisions which the parties have agreed to survive and prevail even after termination of the contract shall remain effective despite the termination.

In the event of such termination, RECPDCL may finish the Work by whatever method it may deem expedient, including the hiring of services and /or purchase of material equipment from such third parties as RECPDCL may deem fit or may itself provide any labor or materials and perform any part of the Work. The Bidder undertakes to bear the incremental costs if any paid by RECPDCL in such a case attributable to failure on the part of the Bidder. The Bidder in such a case shall not be entitled to receive any further payments and any sums found payable to it may be adjusted by RECPDCL against the amount recoverable from him on this ground. The same shall be without prejudice to other rights available to RECPDCL under law against the Bidder.

Upon the termination of any of the contract due to occurrence of any circumstances provided in clauses stated above and constituting repeated breach or misconduct, RECPDCL shall be entitled to bar the Bidders its agents, affiliates from undertaking any negotiation / tendering, bidding, participation activities concerning RECPDCL for a period of two years from date of such termination. The same shall be without prejudice to other rights available to RECPDCL.

## **2. Termination**

RECPDCL at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Bidder, in whole or in part at any time of its convenience. The notice of termination shall specify the reasons of termination and the extent to which Contract is terminated, and the date upon which such termination becomes effective. RECPDCL reserves the right to elect:

- a. to have any portion completed at the purchase order and/or the Contract terms and prices; and/or.
- b. to cancel the remainder and pay to the selected Bidder an agreed amount for partially completed Services.

Termination for RECL's Convenience- The RECL may at any time terminate the Contract for any reason by giving the written notice of termination to the bidder. Upon receipt of the notice of termination, the bidder shall either immediately or upon the date specified in the notice of termination

- i. Cease all further work, except for such work as the RECL may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition.
- ii. Terminate all subcontracts, except those to be assigned to the RECPDCL pursuant to paragraph (iv) (b) below
- iii. Remove all bidder's Equipment from the Site, repatriate the bidder's and its Sub bidders' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition
- iv. In addition, the bidder, subject to the payment specified hereof, shall
  - a) Deliver to the RECPDCL the parts of the Facilities executed by the bidder up to the date of termination.
  - b) To the extent legally possible, assign to the RECPDCL all right, title and benefit of the bidder to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the RECL, in any subcontracts concluded between the bidder and its Subcontractors.
  - c) Deliver to the RECPDCL all drawings, specifications and other documents prepared by the bidder or its Subcontractors as at the date of termination in connection with the Facilities.

In the event of the termination of the Contract, RECL shall pay to the bidder the Price, the Facilities executed by the bidder as of the date of termination. However, no consequential damages shall be payable by the RECPDCL to the bidder in the event of termination.

Termination for bidder's Default-The RECL, without prejudice to any other rights or remedies, may terminate immediately, the Contract forthwith in the following circumstances by giving a written notice of termination and its reasons thereof to the bidder:

- i) If the bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the bidder takes or suffers any other analogous action in consequence of debt.
- ii) If the bidder assigns or transfers the Contract or any right or interest therein in violation of the provision.
- iii) If the bidder has
  - a) abandoned or repudiated the Contract.
  - b) without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance for more than 4 (four) weeks after receiving a written instruction from the RECL to proceed.
  - c) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause.
  - d) Refuses or is unable to provide sufficient materials, services or labour (adequate resources) to execute and complete the Facilities in the manner specified in the contract hereof, at rates of progress that give reasonable assurance to the RECL that the Bidder can attain Completion of the Facilities by the Time for

Completion.

**N. DISPUTE RESOLUTION & ARBITRATION**

In case of any dispute or difference the parties shall endeavour to resolve the same through conciliatory and amicable measures within 15 Days failing which the matter may be referred by either party for resolution by the sole arbitrator to be appointed mutually by both the parties. The arbitral proceedings shall be conducted in accordance with Arbitration and Conciliation Act 1996 and the place of arbitration shall be Delhi. The language to be used at proceedings shall be English and the award of the arbitrator shall be final and binding on the parties. The parties shall bear their respective costs of arbitration. The Bidder shall continue to discharge its obligations towards due performance of the works as per the terms of the contract during the arbitration proceedings unless otherwise directed in writing by RECPDCL or suspended by the arbitrator. Further, RECPDCL shall continue making such payments as may be found due and payable to the Bidder for such works.

**4. Governing law and jurisdiction**

The parties shall be subject to the jurisdiction of the courts of law in Delhi and any matter arising here from shall be subject to applicable law in force in India.

**O. ATTRIBUTES OF GCC**

**5. Cancellation**

The Company reserves the right to cancel, add, delete at its sole discretion, all or any terms of this GCC or any contract, order or terms agreed between the parties in pursuance without assigning any reasons and without any compensation to the Associates.

**6. Severability**

If any portion of this GCC is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this GCC shall remain in effect.

**7. Order of Priority**

In case of any discrepancies between the stipulations in General Conditions of the Contract (GCC) and Special Conditions of Contract (SCC), the GCC shall stand superseded by the SCC to the extent stipulated hereinabove while balance portion of respective clauses of GCC shall continue to be applicable.

**P. INSURANCE**

The Bidder shall arrange accident insurance policy for his foreign experts/specialists/personnel deputed to Site and Associate's/his sub-Associates' manufacturing works as well as for his Indian engineers and supervisory staff. The Bidder shall also take out for his Indian workmen, where applicable, a separate policy as required under Workmen's Compensation Act.

Bidders shall be responsible to suitably insure their entire work-force (to the extent of at least meeting requirements under Workmen Compensation Act) Tools, Plant, Third party liability at the project site, All Risk comprehensive insurance for the entire works (insurance for free issue items will be in RECPDCL scope) for total contract (PO/RO) value or any other such risks during execution of works, till the works are handed over to the company, in consultation with RECPDCL and shall submit copies of such insurances to the Engineer-in-Charge for review / acceptance before commencing the work. Engineer-in-charge must ensure compliance to insurance requirement by Bidder before commencement of works. RECPDCL shall stand fully indemnified in this respect.

**Q. ERRORS AND OMISSIONS**

The Bidder shall be responsible for all discrepancies, errors and omissions in the drawings, documents or other information submitted by him, irrespective of whether these have been approved, reviewed or otherwise accepted by the RECPDCL or not. However any error in design/drawing arising out of any incorrect data/written information from RECPDCL will not be considered as error and omissions on part of the Bidder.



**R. TRANSFER OF TITLES**

The title of ownership and property to all equipments, installations, erections, constructions materials, drawings & documents shall pass to the RECPDCL after Commissioning and complete handing over-taking over.

However, such passing of title of ownership and property to the RECPDCL shall not in any way absolve, dilute or diminish the responsibility and obligations of the Bidder under this Contract including loss or damages and all risks, which shall vest with the Bidder.

The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawings and other information within the time schedule and without extra cost to the RECPDCL.

The Bidder shall also be responsible for any delay and/or extra cost if any, in carrying out engineering, and site works by other agencies arising out of discrepancies, errors and omissions stated in as well as of any late revision/s of drawings and information submitted by the Bidder.