



A. UNLAWFUL ACTIVITIES

The Contractor/selected Bidder (hereinafter for these GCC be referred to as the “**Associate**”) shall have to ensure that none of its employees/associates are engaged, directly or indirectly, 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 Associate by RECPDCL, in accordance with the terms of the present GCC or otherwise.

B. CONFIDENTIALITY

Associate and its employees, associates 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 Associate, employees, associates or representatives are liable to pay compensation and damages as may be determined by the competent authority of RECPDCL.

C. INTELLECTUAL PROPERTY RIGHTS

If, in the course of performance of its functions and duties as envisaged by the scope of the present GCC, the Associate 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, 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 aforementioned, shall solely vest in RECPDCL.

Moreover, the Associate 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 Associate 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 Associate.

D. INDEMNITY

The Associate 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 Associate whether or not RECPDCL is held liable for by any court judgment. In this connection, RECPDCL shall pass on all claims made against him to the Associate for settlement.

The Associate assumes responsibility for and shall indemnify and save harmless 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 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 Associate 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 Associate or his sub-associates or suppliers in connection with the performance of any work covered by the Contract. The Associate shall execute, deliver and shall cause his sub-associates 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 therefrom prior to completion of work and the Associate shall be solely liable for such accidents. The Associate shall be solely liable for any negligence in/failure to carry out Work in accordance with Indian laws and regulations and the specifications set forth herein.

E. LIABILITY & LIMITATIONS

1. Liability

Except for any specific liability which may be identified in the contract and which may be payable hereunder, Associate 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 or attributable to the Associate in any manner whatsoever.

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 or in connection with this Contract.

F. 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.

G. 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 be executed by Associate under the contract by providing to the Associate at least two business days' written notice for contracts having contract completion period less than sixty days and at least seven business days' written notice for all other contracts.

Upon receipt of any such notice, the Associate 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 /composite contract
- 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 Associate 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 have the right to suspend execution of whole/or part thereof the contract till such time Associate 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 Associate in lieu of suspension of whole or part of contract, on representation of the Associate 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 by the Associate, Associate 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 Associate taking corrective action for the breach of contract conditions within the time frame and as per the terms specified in the suspension notice



H. TERMINATION OF CONTRACTS

1. Termination for Default/Breach of Contract

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

- a. Withdrawal or intimation by the Associate of its intent to withdraw or surrender the execution / completion of the contracted work or failure in ensuring adherence to any delivery schedules, in deviation of the contract.
- b. Refusal or neglect on the part of the Associate 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.
- c. Failure in any respect to perform any portion of the work contracted with promptness, diligence, or in accordance with the terms of the contract.
- d. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof.
- e. 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.
- f. Initiation of any liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.
- g. In case any reasonable information has been received by RECPDCL that Associate has furnished false and/or fabricated documents or information or has misrepresented or adopted/ or attempted to adopt any unethical conduct, action in award of the contract or at any time thereafter.
- h. Failure to comply with applicable statutory provisions as contained in the contract or failure to comply with the applicable laws.
- i. 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 be committed by the associate for the first time, RECPDCL shall issue, along with notice of default or breach, a warning notice instructing the associate 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 associate shall be specific to the nature of breach of contract and the same shall not be objected to by the Associate. If the Associate 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 above, RECPDCL shall have the right to terminate all the contracts RECPDCL is having with the Associate 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 Associate.

Notwithstanding anything contained herein, RECPDCL shall have the right to terminate all/any contracts with the Associate without assigning any reason and without providing any notice in the event of fraud, misrepresentation, wilful negligence, illegality and wilful misconduct as determined by a court of competent jurisdiction.



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

- i) Associate shall discontinue the supply, on the expiry of the said period of two weeks.
- ii) Associate 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 associate might have entered into with third parties for due discharge of its obligations under the contract with RECPDCL.
- iii) The Associate 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 associate 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 associate of the material ,supplies, equipment ,works or in general as to the subject matter of the contract in regard to which the associate 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 associate.

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 associate shall not dispute or object to the same.
- b) The Associate 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 Associate.
- 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 or during the notice period of 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 associate undertakes to bear the incremental costs if any paid by RECPDCL in such a case attributable to failure on the part of the Associate. The Associate 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 associate.

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 Associate, 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 for convenience of Associate

The Associate, at its convenience, may request in writing for termination of contract, clearly assigning the reason for such request. RECPDCL has full right to accept, reject or partially accept such request. This convenience will be available to the Associate only after one year from the contract effective date. For this purpose, associate will provide a notice period of 90 days to RECPDCL, Associate will have to pay RECPDCL a 'termination convenience fee' equivalent to 5% of unexecuted contract value.



3. Termination for Convenience of RECPDCL

RECPDCL at its sole discretion may terminate the contract by giving 30 days' prior notice in writing or through email to the Associate. RECPDCL shall pay the Associate for all the supplies/ services rendered till the actual date of contract termination against submission of invoice by the Associate to that effect.

I. DISPUTE RESOLUTION & ARBITRATION

In case of any dispute or difference the parties shall endeavour to resolve the same through mutual discussion within 15 days failing which the differences or disputes shall be referred to and settled by the sole arbitrator to be appointed mutually by Chairman RECPDCL. The arbitral proceedings shall be conducted in accordance with Arbitration and Conciliation Act, 1996 as amended or enacted from time to time 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 Associate 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 associate for such works. The Associate shall not be entitled to any pendent lite interest during arbitration proceedings.

1. 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.

J. ATTRIBUTES OF GCC

1. Cancellation

RECPDCL reserves the right to cancel, add, delete or modify 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.

2. 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.

3. 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.

K. ERRORS AND OMISSIONS

The Associate 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 Associate.

L. 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.

REC Power Distribution Company Limited



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

The Associate 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 Associate 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 Associate.