



24. PENALTY CLAUSE

- A.** If the systems are not installed and commissioned within the stipulated period as mentioned in the work order the Bidder shall be required to pay penalty of 0.5% (half percent) of tender amount per week, maximum up to 10% of the total cost of the systems and the amount shall be recovered either from the amount due to the Bidder or from Security Deposit.
- B.** If Successful bidder is not able to complete the project in due time the same shall be got done through other contractor and the Successful bidder has to bear all the cost incurred against the balance work left by him for the completion of project.
- C.** Cancellation of work order shall be executed if the progress of the project is not satisfactory. ITI Ltd. at their will reserves right to levy penalty or take any other appropriate action against the contractor.



SECTION-III

1. GENERAL CONDITIONS OF CONTRACT (GCC)

A. General Terms and Conditions:

The following are the General Terms and Conditions of Contract for Supply, Installation and commissioning of SPV Power Plant, as per the specifications given in the document.

- i. Bidder shall be responsible for any damage occurred, if any, at the site during the execution of work.
- ii. The Bidder should provide appropriate tools and equipment's to the workmen and ensure that those are in proper working condition and the workmen use the appropriate tools and take precaution —**PLEASE NOTE THAT ANY ACCIDENT TO THE WORK MEN / PUBLIC / ANIMALS / PROPERTY BOTH MOVABLE AND IMMOVABLE SHALL BE ENTIRE AND SOLE RESPONSIBILITY OF THE BIDDER AND ANY PROCEEDING ARISING OUT OF THE SAME SHALL BE AT THE BIDDER'S RISK AND COST, ITI OR ITS EMPLOYEES WILL NOT BE RESPONSIBLE FOR ANY SUCH INCIDENT.**
- iii. Bidder should provide necessary manufactures test certificates for materials being used for the work. Power curve of all the panels will be provided by ITI Limited.
- iv. The selected Bidder is bound to work on the guideline provided by ITI Ltd. from time to time. Guidelines if issued in future by ITI Ltd., the changes proposed will also be applicable without augmentation in project cost till the completion of 5 years CMC period.
- v. The Bidder shall carry out the work strictly according to the specifications as per given in Section-IV and complete the work within stipulated time.
- vi. It is the responsibility of Bidder to submit the reports for systems installed & commissioned and certificates for undertaking the responsibility of maintenance of the systems.
- vii. Bidder shall also impart training to the ITI personnel's for regular Operation & Maintenance of the systems and certificate in this respect should be submitted.
- viii. Bidders should give Guarantee against any manufacturing defects from the date of commissioning up to 5 years CMC period. For any manufacturing defects, supplier shall replace defective parts at free of cost during the CMC period and shall keep the system functional.



- ix. ITI officials will do inspection as and when necessary, during the execution of work and thereafter subsequent to installation and commissioning of the work for the purpose of issuing final completion certificate.
- x. In the event of any discrepancy observed in specifications, the specifications given by ITI Ltd will be final. In the event of dispute arising any time, related to this work and document, decision of the **ITI Ltd** shall be final.
- xi. ITI Ltd. at its discretion may visit supplier's factory for testing / inspection at any time during the period of supply and installation of the systems.
- xii. ITI Ltd will not pay any interest on any amount, due to the Bidders.
- xiii. During the inspection, if any deviations in Technical Specifications are observed, ITI Ltd. reserves right to test any solar module / system at any authorized test center of MNRE. Bidder shall provide the facilities for getting the sample tested & the supplier shall bear the cost for the same.
- xiv. If the supplier fails to complete the work or partially completes it then, ITI Ltd. reserve right to cancel the work order and get it done from other supplier and any loss due to this shall be recovered either from any amount due to the supplier or from their Security Deposit.
- xv. The Wiring must be carried out in casing-capping / conduit which are suitable as per site condition.
- xvi. It will be responsibility of the Bidder for procurement and installation of Net Meter in the system.
- xvii. It will be responsibility of the bidder to provide required WIFI system through any network for real time monitoring of the system using internet and downloading of data for initial one year period, later the bidder/supplier may handover the WIFI system to ITI Ltd. for its maintenance.
- xviii. It will be responsibility of the Bidder to ensure the satisfactory performance of the system.
- xix. The Bidder shall provide the display board of size 3ft x 3ft that gives detailed information of system along with the contact details of manufacturer. This will help



the beneficiary during 5 years CMC period.

- xx. The Bidder shall comply with the provision of contract labour (Regulation and Abolition) Act 1970, minimum wages Act 1948, payment of the wages Act 1963 Workmen Compensation Act 1961, the contract labour (Regulation and Abolition) Act 1979 and all other related Acts and any modification thereof or any law relating there to and rules made there under from time to time.
- xxi. If any information / confirmation on any point of these tender conditions are required Bidder may contact / write to Manager - CS, ITI Limited Mankapur giving tender reference no.etc.
- xxii. In the event of dispute during installation & commissioning of the systems related to the work and documents, decision of the ITI Ltd. shall be final.
- xxiii. The successful bidder shall ready to sign the Integrity Pact with ITI Ltd.
- xxiv. At the time of placing work order and during the implementation ITI Ltd can revise the technical terms and conditions if revised by MNRE, which will be binding on the Bidder.
- xxv. ITI Ltd, reserves the right to select L-2 Bidder i.e. second lowest Bidder to complete the work, if L1 i.e. lowest Bidder fails to fulfill tender conditions or fails to complete the work.
- xxvi. It is binding on the successful Bidder to submit Price bill of Quantity, make and Model of components, test certificates/reports and other original certificates, documents required by ITI .
- xxvii. The company shall deduct the TDS as per the Income Tax Act.
- xxviii. The bidder must acknowledge that all the work of the project must be carried out under the supervision of licensed electrical contractor. The responsibility of electrical works, safety precautions and safety parameters of the project shall be ensured by the bidder.
- xxix. The Vendor shall sign these conditions on each page at the end in token of acceptance of all the terms and it would be attached with the bid along with the declaration mentioned in above. He should also sign at the bottom of each of the pages of his bid to be submitted.
- xxx. **Other Terms & Conditions:**
 - a. Compliance with Regulations and Indian Standard:-All works shall be carried out in accordance with relevant regulations, both statutory & those specified by the Indian standard related to the works covered by this specification. In particular the equipment and installation will comply with the following:-
 1. Workman's compensation Act.



2. Minimum wages Act.
3. Payment wages Act.
4. Contact Labour regulation & abolition Act.
5. ESI, PF & Bonus Act.
6. Regulation under Indian Electricity Rules,
7. Safety & electrical Standard as applicable

b. The Vendor shall supply material (including ITI Ltd. SPV Modules) from his go down for installation work at site, shall continue to be responsible for their safe custody till they are installed in position, tested, commissioned and handed over to ITI Ltd.

c. Vendor shall arrange for compliance with statutory provision of safety regulation and departmental requirements of safety codes in respect of labour employed on the work by the Vendor. Failure to provide such safety requirements would make the Vendor liable for penalty. ITI Ltd will make arrangement for the safety requirements at the cost of the Vendor & recover the cost thereof from him.

xxxii. All Vendors shall therefore, furnish declaration that their firm is not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment. It is also to be declared that their firm has not been black listed by any Central/State/ Public Sector Undertakings in India. The declaration should be verified by the Notary Public.

2. AMENDMENT

Except as otherwise provided herein, no addition, amendment to or modification of the Contract shall be effective unless it is in writing and signed by and on behalf of both parties.

3. SEVERABILITY

In the event that any or any part of the terms conditions or provisions contained in the Contract shall be determined invalid, unlawful or unenforceable to any extent such term, condition or provision shall be served from the remaining terms, conditions and provisions that shall continue to be valid and enforceable to the fullest extent permitted by law.



4. CONFIDENTIAL TREATMENT

It is understood and agreed that data, know-how and other such proprietary information that was provided or will be provided by either party, will remain confidential.

5. RELATIONSHIP OF THE PARTIES

ITI relationship with Vendor will be that of a Business Associate, and nothing in this Contract shall be construed to create a relationship, joint venture ,partnership.

6. INDEMNITY:

ITI Ltd and the Vendor will indemnify, defend, and hold harmless each other and its divisions, successors, subsidiaries and affiliates, the assigned of each and their directors, officers, agents and employees from and against all liabilities, claims, losses, and damages of any nature, including, without limitation, all expenses (including attorney's fees), cost, and judgments incident there to ITI Ltd and ITI's obligations under this indemnity will survive the expiration, termination, completion or cancellation of this Contract or an order hereunder.

7. RESTRICTION ON EMPLOYMENT

Both the parties have agreed that they will not recruit any members of staff of other party directly or in directly.

8. ARBITRATION

- A.** Any dispute, difference or claim arising out of or relating to this Project shall be in the first instance, endeavor to be settled amicably within 30 days of communication thereof, by negotiation between the parties hereto and failing which the same shall be settled by following arbitration clause pursuant to the ICADR Arbitration Rules, 1996 and subsequent amendments there to.
- a. If a dispute arises out of or in connection with this Project, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules,1996.
 - b. The authority to appoint the Arbitrator(s) shall be International Center for Alternative Dispute Resolution (ICADR).
 - c. The International Center for Alternative Dispute Resolution will provide administrative Services in accordance with the ICADR Arbitration Rules, 1996.



- d. The language of the Arbitration Proceedings shall be English.
- e. ***The place of Arbitration Proceedings shall be Gonda, UP, India.***
- f. The above clauses on Arbitration shall survive for five (05) years even after the expiry/termination of Project.

g. It is expressly understood and agreed by and between BIDDER and ITI that BIDDER is entering into this Tender solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed between the Parties that the Government of India is not a party to this Project and has no liabilities, obligations or rights here under. It is hereby expressly understood and agreed that ITI Ltd is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. ITI Ltd represents and Bidder expressly agrees, acknowledges and understands that ITI Ltd is not an agent, representative or delegate of the Government of India. It is further understood and agreed between the Parties that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder hereby expressly waives, releases and fore goes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claim, and cause of action or thing whatsoever arising of or under this Project.

9. FORCE MAJEURE

If at any time, during the continuance of this Project, the performance in whole or part, by either Party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of public enemy, civic commotion, sabotage, act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of ITI Ltd), fire, floods, natural calamities or any act of God (here in after refer to as event), provided notice of happenings of any such event is given by the affected Party to the other, within 21 calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate the Project, nor shall either Party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided



duties under the Scope of Work shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. However, the Force-Majeure events noted above will not in any way cause extension in the period of Project execution.

10. RISK AND COST

In the event of failure on the part of the contractor in the supply, installation and commissioning of goods and services, which is required in view of the pending orders, ITI Ltd shall be entitled to cancel the remaining order and procure the outstanding quantity through other sources at risk and costs of the contractor.

11. TERMINATION OF CONTRACT

ITI Ltd shall be entitled to terminate this Contract, in the event of any or all or any of the following events with a written notice of 15 days with due consent of the Vendor:-

- has abandoned the Contract
- has without valid reason failed to complete the project in respect of the contract.
- persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just and proper cause.

12. DURATION OF CONTRACT

This contract shall take effect on the day of execution of this contract and shall endure until commissioning and hand over the Power Plant to ITI Ltd as per mutual agreement.

13. GOVERNING LAW

This contract and its validity, interpretation and performance will take effect and be governed under the laws of India. Venue in any action in law or equity arising from the terms and conditions of this contract shall be the court of appropriate jurisdiction in Gonda, UP (India).

14. CONTRACT

Before execution of the work, security deposit be submitted and a contract agreement for execution of the work shall be signed by the Vendor with ITI Ltd within 7 days of LOI from ITI Ltd. In case agreement is not executed within the stipulated time, security money will be forfeited.



15. COMMUNICATIONS

Wherever provision is made for the giving or issue of any notice, instruction, consent, approval, certificate or determination by any person, unless otherwise specified such communication shall be in writing and shall not be unreasonably withheld or delayed.

Project review coordination meetings between the ITI Ltd Representative and Contractor shall be conducted on a regular basis or as and when required by the ITI, at locations decided by the ITI Ltd, for Contractor's progress and plans for completing the remaining Works, to deal with matters affecting the progress of the Works, and to decide on responsibility for actions required to be taken. Decisions taken and instructions issued during the coordination meetings, as recorded in the Minutes, shall have the same force and effect as if they were written communications issued in this accordance.

16. MANNER OF EXECUTION

Execution of work shall be carried out in the approved manner as outlined in the technical specifications or where not outlined, in accordance with relevant MNRE/ BIS / Indian Standard Specifications, to the reasonable satisfaction of The Employer. The Contractor/Agency should successfully complete the project within timeframe set out by the employer and mutually agreed between Contractor/Agency and Employer.

ITI shall not be responsible for any loss or damage of any material when installing SPV power plants.

17. APPLICATION

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

18. STANDARDS

The design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/ BIS/Indian Standards and as detailed in the Technical specifications Section as per the MNRE / ITI Ltd requirements of the bid document and Annexure- A. The goods supplied under this contract shall conform to the Standards mentioned, where appropriate Standards and Codes are not available, other suitable standards and codes as approved by the authoritative Indian Standards shall be used.

19. INSPECTION



- A. The projects will be inspected for quality at any time during commissioning or after the completion of the project by ITI Officials.
- B. Bidder shall inform ITI Ltd in writing when any portion of the work is ready for inspection (site wise) giving sufficient notice to enable ITI Ltd to depute officials to inspect the same without affecting the further progress of the work. The work shall not be considered in accordance with the terms of the contract until the competent person from ITI Ltd certifies in writing to that effect.
- C. The cost of Inspection shall be borne by Bidder only.
- D. Bidder has to strictly follow the specifications given in the work order while carrying out the execution of work. During inspection if it is found that Bidder has deviated from the specifications, Bidder has to do the alteration / modification / reconstructions as per the given specifications at his own cost & risk.

20. Transportation

Where the Contractor/Agency is required under the contract to transport the goods to specified locations defined as Project sites, transport to such places including insurance, as shall be specified in the contract, shall be arranged by the Contractor / Agency, and the contract price shall include transportation costs.

21. Assignment

The Contractor / Agency shall not assign, in whole or in part to any third party, its obligations to perform under the contract, except with ITI's prior written consent.

22. Sub-contracts

Sub contract is strictly prohibited.

23. Termination for Default

ITI without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor/ Agency, terminate the contract in whole or part:

- A. If the Contractor / Agency fails to deliver any or all the goods within the period(s) or within any extension there of granted by the ITI or
- B. If the Contractor/Agency, in the judgment of ITI Ltd has engaged in corrupt or fraudulent practices in competing for in executing the contract.