

RURAL ELECTRIFICATION CORPORATION LIMITED
(A Government of India Enterprise)

Corporate Office:
Core-4, SCOPE Complex,
Lodhi Road,
New Delhi-11003
Dated: 3rd July, 2007 .

GENERAL TERMS AND CONDITIONS OF TENDER

1. REC Limited shall be hereinafter referred to as REC and the successful tenderer (i.e. the tenderer in whose favour the contract may be awarded) shall hereinafter be referred to as the buyer/purchaser. The stockholder/Principal, on whose behalf this tender is being conducted, shall be referred to as the 'SELLER' or 'Owner'.
2. **MODE OF SUBMISSION OF TENDER**
 - 2.1 All tenders must be submitted in the prescribed form only and in sealed covers superscribed with the reference number of the tender enquiry and the date of tender closing/opening. The tenders must be addressed to REC Ltd., Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003 and be put in a tender box placed for this purpose at the said address.
 - 2.2 Tenderers should enclose inside the sealed cover containing the tender, the following documents:
 - a) Demand Draft/Pay Order towards Earnest Money in the manner indicated in the terms & conditions attached herewith, as well as stipulations made hereunder.
 - b) The Special as well as General Terms & conditions of tender, both duly signed by the tenderer in token of having accepted the same in toto.
 - c) Schedule of rate (s) duly filled in and signed by the tenderer (As placed in Annexure).
 - 2.3 No telex/telegraphic/fax quotations will be accepted.
 - 2.4 Tenderers sending their tenders by mail will do so solely at their own risk and REC will not be responsible for any loss in transit or postal delay.
 - 2.5 Incomplete tender or tenders submitted with qualifying conditions at variance with the Special as well as General Terms & Conditions of tender are liable to be rejected & therefore shall be treated as not read.
 - 2.6 In the event of REC office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received upto 2.30 PM on the next working day of REC and will be opened immediately thereafter in the presence of such tenderers who may like to be present, REC shall not entertain any complaint as to the fact that the tenderers were not aware of the exact next working day or about any amendment in regard to next date of opening and it is the responsibility of the tenders to find out from the office of REC about such details, REC does not undertake any responsibility whatsoever to inform any or all the tenderers about such changes and it is within the rights and discretion of REC to take all such decision and the same shall be binding on all tenderers.
 - 2.7 Unless and until specified in the Special Terms & Conditions, enclosed herewith, the validity of the offers, submitted by tenderers, shall be kept open of 90 (ninety) day (including date of tender opening).

(Signature of tenderer)

- 2.8 Please refer to Special Terms and Conditions for any change in General Terms and Conditions, since for any practical purpose the Special Terms and Conditions shall supersede General Terms and Conditions. These General Terms and Conditions are in addition to Special Terms and Conditions (if any), of the relevant tender and shall form integral part of the Terms and Conditions of the tender in so far as it has not been altered or modified by the Special Terms and Conditions. In case of any conflict between any of the provisions of General Terms and Conditions and Special Terms and Conditions, if any, the provision of the Special Terms and Conditions shall prevail.
- 2.9 Cover page of the Tender after duly filling up and signing the Declaration Form.
3. EARNEST MONEY/SECURITY DEPOSIT/NO OBJECTION CERTIFICATE (NOC)
- 3.1 The tender should be accompanied by Earnest Money deposit as mentioned on the cover page of tender by way of DD/PO on any scheduled bank in favour of REC Ltd & payable to Delhi. Such DD/PO have to be issued to tenderers by the issuing banks, with name and style by which tender documents have been purchased (i.e. DD/PO of any third party will not be accepted). Preferably, separate DD/PO should be submitted towards Earnest Money for Separate lots. However, in any case tenderer who wishes to submit a single DD/PO of the total Earnest Money becoming due against all the lots quoted for, he should furnish the break up of the Earnest Money submitted against each lot quoted for in the appropriate column provided for this purpose in the Schedule of rate(s). No interest will be payable on the Earnest Money. For the purpose of calculation of EMD, no taxes or duties need to be counted.
- 3.2 Earnest Money in any other form, for example cheque (including cheque made "Good payment "by the bank). Bank guarantee, Bid Bonds/Call Deposits etc. will not be acceptable to REC and any request to recoup earnest money from 'tenders' pending bills or for adjustment of the same from previous security deposit, if any, or from any other amount lying with REC/owner shall not be entertained.
- 3.3 In case of successful tenderers, the Earnest Money will be refunded after the expiry of the offer or earlier at the discretion of REC. No interest shall not be entertained.
- 3.4 In case the tender is accepted and after the receipt of the due payments towards first instalment/full value of the materials including taxes/duties(as the case may be) as per the payment terms stipulated in the Special Terms and Conditions, the Earnest Money deposited by the successful tenderer against each accepted quotation shall be automatically converted into Security Deposit. In case tender is accepted and the tenderer(s) buyer(s) refuses /fails to make further financial arrangements towards the full value of materials including taxes/duties as stipulated in the Special Terms & Conditions of the tender, the full Earnest against the particular accepted lot(s) shall be forfeited without prejudice to the rights of REC to claim such further damages in this regard without further reference to the tenderer(s)/Buyer(s).
- 3.5 No interest is payable by REC on the Security Deposit. The Security Deposit(s) is/are refundable to the buyer(s) only on fulfillment of all contractual obligations of the buyer(s) and on submission of NOC as per 3.6 below to the satisfaction of the Chairman & Managing Director of REC or his authorized nominee whose certificate in this regard shall be final and binding on the buyer(s).
- 3.6 As stated in 3.5 above, it shall be the responsibility of the purchaser to produce "NO OBJECTION CERTIFICATE(NOC)" in the proforma given below, form /stockholder upon completion of contract as stated in clause-7 herein below to REC for release of security deposit REC shall not be held responsible for any delay on this account.

Signature of Tenderer

PROFORMA FOR ISSUE OF NO OBJECTION CERTIFICATE BY STOCK HOLDER AFTER
DELIVERY OF STORES TO PURCHASER

TO

REC LIMITED
CORE-4, 7TH LODHI ROAD,
SCOPE COMPLEX,
NEW DELHI

SUB: Issue of NOC _____
Ref: Delivery order no. _____ dated _____
Sale order no. _____ dated _____
Tender no. _____ dated _____
Lifted Lots _____

Dear Sir,

We hereby confirm that M/s _____ have lifted above lots
pertaining to our Unit in respect of subject delivery order issued by you and nothing is outstanding against
them. You may take further necessary action for release of their security deposit accordingly.

Yours faithfully,

Signature
Stamp Space

(Stock Holder)

4. PAYMENTS

The cost of each lot of material along with all taxes and duties must be paid by the buyer in equal
instalments as per table given below:-

Net sale value(excluding taxes/duties) Rs. lakhs (for each lot)	No.of instalments	Payment period counted from the date of letter of acceptance (including date of issue)
Upto & including Rs.10.00 lakhs	1	05 days
Over Rs. 10 lakhs upto 25.00 lakhs	2	40 days
Over Rs.25.00 lakhs upto Rs. 45 lakhs	3	65 days
Above Rs. 45 lakhs	4	90 days

Signature of Tenderer

- 4.1 1. Tenderer is required to pay the total sale value in equal instalments as per table given above.
2. First instalment should be paid at REC/owners office within 15 days from the date of acceptance letter by REC and subsequent instalments, if any, should be paid as above or as specified in sale order.
3. Tenderer desirous of availing Central/Sales Tax/Excise etc. concession as per rules must submit the appropriate Central/Sales Tax /Vat Excise Declaration Form duly certified by the concerned authority along with the payment for first instalment/full value, as the case may be, failing which they must deposit the full amount of VAT/Sales Tax /Excise etc. No payment of sale value will be accepted without the payment of due sales tax/excise Declaration Form./Vat as the case may be.
4. Sale value including sales tax /VAT duties and other charges applicable must be paid by Demand Draft/ Pay Order drawn on any scheduled bank in favour of REC /Owner as directed in sale order to be issued by REC Ltd.

5. QUALITY, QUANTITY AND SECURITY OF SOLD MATERIAL

- 5.1 The goods will be sold on 'As is where is' and 'No complaint' basis in so far as the physical/chemical condition(s) of the same is/are concerned. That is to say, the tenderer(s) will be deemed to have made themselves aware of the physical condition. Dimensions, size, weight, working conditions, chemical composition/purity/quality etc. by inspecting the material before submitting their tender and no complaint claim in this regard will be entertained by REC after the submission of the tender.
- 5.2 Tenderers may quote for all or any of the lots mentioned in the schedule of rate(s) but no quotation for part quantity of material in any particular lots will be accepted. Separate Earnest Money shall be payable for each of the lot quoted for.
- 5.3 Where goods are sold on 'lot' basis and not by unit weight number basis, the entire material lying in the lot will have to be lifted by the buyer(s) so as to clear the entire lot. The quantity, if indicated in such cases against the respective lots, are purely indicative and REC /Owner shall not entertain any claim/complaint from the buyer(s) for any deficiency in quantity/quality/size /dimension or for refund of the whole or any part of the purchase money or loss of profit or interest/damages or otherwise.
- 5.4 Where the goods are sold by unit i.e. weight or number and not on the basis of 'lot', the quantity indicative in such case against the respective lots are purely indicative which in actual may turn out, to be more or less than the indicated quantity. In case of the actual quantity turning out to be less than the indicated quantity after duly completion of the lifting by the buyer(s), the buyer (s) shall not be entitled claim any damages, loss of interest or compensation or any other account, but shall be entitled to proportionate refund only.
- 5.5 Where there are items of more than one classification of any form in any lot and the tenderer quotes in lump sum of the entire lot instead of quoting in units per item, then no refund of any kind shall be entertained by REC/Owners, if the quantity, whatever mentioned in the tender, turns out to be less at the time delivery. However, if the quantity turns out to be more than the tendered quantity, then the delivery of materials shall be limited to tendered quantity only.
- 5.6 REC/Owner reserves the right to accept or withdraw from sale the materials offered for sale in full or part thereof to or after the acceptance of the tender without assigning any reason whatsoever in such an event the payment, if any, deposited by tenderer/purchaser shall be refunded by REC/Owner in due course of time without interest, and thereafter no liability/complaint shall be entertained by REC/Owner.
- 5.7 REC /Owner reserves the right to accept or reject the highest tender without assigning any reason and the contract of any or all the lots may be allotted by REC to one or more than one tenderer as REC/Owner may deem fit and no claim/complaint in this regard will be entertained by REC/Owner.

Signature of Tenderer

6. INSPECTION

- 6.1 The materials quoted for may be inspected at the Owner's site by prior appointment with the concerned department of the owner and by observing the entry procedure in the works of the Owners. The discretion to allow any person to inspect the stores would rest solely with the Owners/ and the mere fact of producing the tender paper issued in favour of any firm/Company/individual by REC at the concerned works of the Owners will not confer any such right on the person representative concerned.
- 6.2 The material quoted for may be inspected at the appropriate site(s) as indicated in the Schedule of Rate(s) and tenderer(s) should thoroughly satisfy themselves about the nature, condition, quantity and quality of the materials and working conditions, REC/Owner give no guarantee or warranty as to the condition of the material or/its quality or its fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality, quantity & condition/fitness for use shall be entertained by REC/Owner.

7. PERIOD OF CONTRACT

- 7.1 The period of contract will be as specified in the Special Terms & Conditions of tender. Unless the materials are lifted within the stipulated time, the contract for the quantity not lifted within the stipulated time shall be deemed to have been cancelled and REC/Owner shall be at liberty to dispose them off without prejudice to its rights against the buyer(s). If further material is left in the area allotted to the buyer(s) after the period of contract REC/Owner may at its sole discretion give the extension of time to the buyer(s) to complete the contract in all respect and the buyer(s) shall remove the materials during the extended period.

8. DEFAULT IN PAYMENT BY THE BUYER

- 8.1 In case of default in payment within the time limits specified in the STC of tender, the contract shall be deemed to be cancelled and the Security Deposit stand forfeited without any further reference to the buyer. REC /Owner, however, without prejudice to their right, may extend the payment time with additional charges @ 1% per week or part thereof on the due amount for the period of delay. However, REC, reserves the right not to accept the payment with or without the additional charges after the expiry of the time limit specified in Acceptance Letter or even within the aforesaid period extended at REC sole discretion and in such event the sale of the lot will be automatically cancelled and the Earnest Money (security deposit will stand forfeited without further reference to buyer) and in addition the terms and conditions of clause 12 hereinafter may apply at the discretion of REC/Owner.

9. DEFAULT IN LIFTING BY THE BUYER

- 9.1 In case of any default in lifting the materials by the buyer(s) within the time limits specified in the Special Terms and Conditions of tender, the unlifted material may be lifted within 14 days (fourteen) days from the due dates subject to payment of ground rent for the period of delay beyond the specified free delivery period. In case of goods sold on 'lot' basis, the ground rent will be payable @ 2% per week or part thereof, on the value of the entire lot, even if lifted in part, whereas in case of goods sold on unlifted quantity. However, it will be the sole discretion of owner not to allow the buyer(s) to lift the material with or without the ground rent after the expiry of stipulated free delivery period or even within the specified period of 14 days and in such event the sale of the material not lifted by the buyer(s) will be automatically cancelled and the earnest money/security deposit(as the case may be) will be automatically forfeited and in addition, the terms of the Clause 12 hereinafter will be applicable

Signature of Tenderer

10. SALES TAX/EXCISE DUTIES/VAT AND LEVIES

- 10.1 All taxes including sales tax or other levies, entailing on the transaction under any provisional, local central taxes in force for the time being or enforced hereinafter having its impact on the transaction, will be to tenderer's account and shall be deposited by him alongwith cost of the material.
- 10.2 In case of incidence of Central Sales Tax on the transaction the materials will have to be transported by the buyer(s) through a Registered Public Transport Contractor across the state border and a copy of goods Receipt note duly signed by the consignee will have to be sent by the buyer (s) to the consignor.
- 10.3 The materials to be purchased by the tenderer shall be subject to all such duties(including excise duty) as may be applicable from time to time and the same shall have to be borne by the buyer.
- 10.4 Whatever rate of Excise duty/sales tax /VAT other levies etc., if any, be assessed/applicable on the date of actual removal/lifting of materials shall be paid by the buyer(s).
- 10.5 The buyer(s) will be responsible for complying with the provisions of the Central and State Excise and Salt Act and the Sales Tax Act of concerned State and the rules framed there under and also by the order of instruction issued in this behalf by the appropriate authority.
- 10.6 In the event of any dispute with regard to Excise Duty and Central Excise Authaority levying additional charges such duty/charges shall be payable by the buyer(s). Any penalty imposed by Excise Authorities for non-observance of excise procedure by the buyer(s) shall be borne by them.

11. DELIVERY

- 11.1 The buyer(s) shall lift the full materials lying in the lot quoted for by employing their own labour and transport at their own risk and cost from the area allotted to them within the time stipulated in the Special Terms and Conditions of Tender or within such time as may be specified/mentioned in the delivery order. The buyer(s) shall lift the materials only form the lots/site space as may be earmarked /demarcated by the Owner from time to time which should be final and binding on the buyer(s) and they shall observe the rules and regulations and working hours as may be fixed by the owner. The buyer(s) can & shall approach the owner for lifting of material only after fulfilling the provision of advance payments and issue of Delivery Order by the Competent Authority. The buyer(s) shall follow the procedure for taking the material out of the owner's premises prevailing in the respective work of the Owner. The buyer(s) shall not that no lifting will be allowed on weekly holiday and closed holiday observed by the Owner.
- 11.2 The material have to be removed on 'As is where is' basis at the buyer(s) own cost. No processing other than as may be required for convenient transportation, will be permitted at the sole discretion of owner before removal from the owner's premises. The buyer shall not be provided with any equipment including dozer, scrapper, gas, power, water facilities etc. by owner. The buyer(s) have to arrange for any of these at their own cost and they shall have to take prior permission from the owner for this purpose.
- 11.3 The locations where the lots of material are normally stacked are one of the areas of active work. Under no circumstances shall the operation of the buyer(s) interrupt/interfere with normal operation of the owner. Further the buyer(s) shall not indulge in any operation which could interfere with owner's plant installation, if any, in their area in the vicinity or site.

(Signature of tenderer)

If any damage or loss is caused to the employees or the property of the owner or if any claims are made against REC/Owner by reason of any acts of commission or negligence on the part of buyer(s) or on the part of their agents, representatives or employees. REC shall be entitled to recover such losses or damages or claim as may be ascertained by owner(which ascertainment shall be final and binding on buyer(s)) from any amount due to the buyer (s) including the advance made to the buyer(s) as the Earnest Money /Security Deposit (as the case may be) without prejudice to REC rights to take further action under the contract as well as recover such losses, damages or claim from any other money due or becoming due under any other transaction with REC/Owner or from the buyer(s) directly.

11.4 The buyer (s) shall follow the owner's procedure in regard to the issue of Gate Passes for taking the materials out of the Owners works. The buyer(s) shall use for the above purpose only trucks/vehicles having area passes recommended by the owner issued by the appropriate authority.

All the motor trucks/tractors/trailers and other material handling equipment of the buyer(s) shall be duly registered , taxes paid properly and otherwise properly maintained in accordance with Motor Vehicles Act or Rule or any other acts, rules in force.

The Owner shall allow a reasonable number of buyer(s) authorized representatives/workers/trucks at the sole discretion of the Owner for entering into the works site for the purpose of removal and transportation of the materials. The owner shall have the right to ban entry of any buyer's representatives/workers/trucks at the sole discretion of the owner without assigning any reason.

11.5 The buyer(s) will have to fulfil the safety rules, security rules and be governed by the rules under the Factories Act and any other statutory Act, Law, Rule prevailing from time to time for themselves their representatives, worker and equipment etc. The buyer(s) shall supply Safety equipments and appliances at their own cost.

It shall be the entire responsibility of the buyer(s) to ensure that their vehicles are not driven with so high a speed or in so reckless or rash manner as to cause accident or prove to be potential threat to the safety of the traffic. Where speed limit has been fixed, the buyer(s) and their drives will strictly adhere to slow and safe driving inside the owner's works.

11.6 The buyer(s) shall be fully responsible for the acts of their representatives /workers and shall fully indemnify REC/Owner for losses/damages (s) sustained by REC /Owner will not be responsible for any claim form labour employed by the buyer(s) The buyer(s) shall wholly and fully be responsible for such claim for compensation either for accident or injury/death or damage, caused during operation to their employees transport or to any other owner's employees or to others or to the owners property.

11.7 The buyer(s) or any of their representative worker/agent shall not indulge in any activity which is directly or indirectly prejudicial to REC /Owner interest or shall not commit any acts or of misappropriation, pilferage or abetting misappropriation or pilferage of owner's property or any attempt thereof to offer or attempt to offer illegal gratification including offering bribe, reward or advantage etc, pecuniary or otherwise to any office or employee of REC/Owner. Indulge in any malpractice namely but not limited to forgery falsification or fabrication of documents, bills, vouchers, indents, etc. in support o any claim against REC /Owner for any reduction of any liability or in connection with work of RC/Owner or indulge in any other act which amounts to an offence punishable under the Indian Penal Code or any other enactment.

11.8 The buyer(s) shall abide by the Central/State Labour Legislation as may be applicable from time to time. It shall be the responsibility of the buyer(s) to provide necessary insurance cover to their workes/labouerers as may be required under the law.

(Signature of tenderer)

12. TERMINATION /BREACH OF CONTRACT RISK PURCHASE

12.1 In the event of tenderer's failure to fulfil any of the tender obligation including not lifting the contracted materials under this agreement REC decision in regard to tenderer's failure being final and binding on the tenderer(s), REC shall have the full liberty to do any or all the following:

a) Cancel the contract with immediate effect for the materials under the contract not taken delivery by the tenderer's as on that date in which case the security deposit and or/the Earnest Money(as the case may be) shall stand forfeited.

AND/OR

b) Retain and/or adjust/cover from tenderer's any amount lying with REC /owner to the tenderer's credit either under this contract or any other contract or which may at any time become payable/refundable to the tenderer either under this contract or any other contract, the amount of losses or damages or claim that might be incurred by REC/Owner in selling the material under the contract not taken delivery by the tenderer at tenderer's risk and costs. Even after such recovery/adjustment by REC from tenderers any amount as mentioned above lying with REC/Owner, if any further amount is still found payable/refundable by the tenderer, the tenderer shall pay same to REC on demand without any objection or demur. The decision of REC in regard to the actual losses incurred by REC/Owner including the reasonableness of the rate at which REC/Owner, decides to sell the material, the decision of REC/Owner shall be final and binding on the tenderer, Provided if no loss is incurred by REC/Owner, the tenderer shall only be entitled to the refund of the amount retained by REC/Stockholder by way of advance payment towards the undelivered stores without any interest thereon but not any other amount.

13. FORE MAJEURE

13.1 REC/Owner shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lockout, closure, pestilence, distilence dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government action, civil commotion, breakdown of machinery shortage of labour, acts, demands or otherwise any other cause or conditions, beyond the control of aforesaid causes or not an the existence of such cause or consequence may operate at the sole discretion of REC/Owner to extend the time performance on the part of the REC/Owner by the period as may be necessary to enable REC/Owner to effect performance after the cause of delay will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

14. ARBITRATION

14.1 Any dispute/s or difference/s whatsoever arising between the parties,viz., the seller, the Tenderer/Buyer and REC out of or relating to the construction, meaning , scope , operation or effect of this tender/contract or the validity or the breach thereof shall be settled by arbitration of a sole arbitrator to be appointed by the Head of Office, by whatever name called, of the seller. The Arbitrator so appointed shall not be a person who had dealt with the matter/s in dispute. The provisions of the Arbitration & Conciliation Act, 1996 and the Rules framed thereunder or any amendment thereto shall apply to such arbitral proceedings. The award passed by such Sole Arbitrator shall be final and binding on the parties. The venue of the arbitration shall be New Delhi. The costs & expenses of such arbitration shall be borne by the parties.

Subject to the above, legal proceedings, if any, arising out of this Tender/Contract shall be triable only by appropriate civil court in New Delhi only, to the exclusion of all other courts.

15. GENERAL

15.1 It should be noted by the tenderer's that by entering into this contract, REC is not precluded for entering into similar contracts with any else of their choice at any time during the subsistence of this contract.

15.2 REC shall have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued shall form part of original invitation to tender.

(Signature of tenderer)

15.3 In case offer is not accepted the tenderer shall not be entitled to claim any cost, charges, expenses, incidental to or incurred by the tenderers through or in connection with the submission of the offer even though REC may elect to withdraw the invitation to tender should invitation to tender be withdrawn or cancelled by REC, for which REC shall have the right to do so at any time the Earnest Money paid by the tenderers with the tender will be refunded to them in due course without interest.

15.4 The tenderers shall have no right to issue addendum to tender documents to clarify, amend, supplement or delete any of the conditions, clause or items stated therein.

15.5 The tenderers are required to submit their quotations only in the space provided for the purpose, i.e. in 'Schedule of Rates/offer Sheet' attached with the tender, REC/Owner shall not be responsible for rates quoted by tenderers at any other place being missed out during tender opening. No representation in this regard shall be entertained by REC/Owner from such tenderers.

15.6 Unless otherwise specified, all rates and prices in the tender form should be quoted both in figures and in words. Tender containing over rewritten or revised rates are liable to be rejected. Should there be any variation between the rates indicated in figures and words, the higher of the two shall be considered. However, the decision to accept/reject such offer by REC/Owner shall be final and binding on the tenderer.

15.7 In case of a tie(same rate quoted by two or more tenderers) in quotations of a particular lot, the decision to accept/reject any/all of the quotation(s) shall be reserved with REC/Owner.

15.8 The tenderer shall note that the above General Terms and Conditions are in addition to the Special Terms and Conditions of tender which forms an integral part of the General Terms and Conditions of the tender in so far as the General Terms and Conditions of tender may be altered by the Special Terms and Conditions of tender.

15.9 Intending tenderer(s) may obtain any clarification before dropping offers/quotation in tender box. Submission of tender implies that the tenderer(s) has obtained all the clarifications required and that he has agreed to all General Terms and Conditions herein specified as well as Special Terms and Conditions of tender, if any.

15.10 The decision of Chairman & Managing Director of REC Limited or his authorized nominee in the matter arising out of this sales shall be final in regard to all matters relating to the contract.

15.11 Before filing their case in the appropriate courts in Delhi the tenderer/purchaser must ensure that a proper Registered Notice has been served on REC/Owner through their Advocate giving a minimum of two months time from the date of receipt of such notice at REC/Owner for reply.

15.12 All kinds of legal proceedings in any matter arising out of the contract shall be triable only by appropriate Civil Court in Delhi.

15.13 Tenderer(s) must ensure the following while submitting the tender:

(A) THAT EVERY PAGE OF TENDER DOCUMENT IS DULY SIGNED BY THE TENDERER BEFORE SUBMITTING THE TENDER.

(B) THAT IN ALL CASES, RATES, QUOTED AGAINST INDIVIDUAL ITEM/LOT IS/ARE INVARIABLY QUOTED IN FIGURES AS WELL AS IN WORDS.

(C) THAT ALL ALTERATIONS, ERASURE(S) AND/OR OVER-WRITING, IF ANY, IN THE SCHEDULE OF RATE(S) ARE DULY AUTHENTICATED BY THE TENDERER'S SIGNATURE.

(Signature of tenderer)

DECLARATION BY THE TENDERER

1) Total Earnest Money payable to me/against all the lots quoted for me/us is

Rs. _____

2) The aforesaid amount of Earnest Money is enclosed by me/us with this tender in the form of Pay Order /Demand Draft bearing No. _____ dated _____ of issuing bank _____ payable at New Delhi in favour of REC Ltd.

3) Tenderer should declare whether he is the relative of any Director of REC/Owner or tenderer is a firm in which Director of his relatives of REC/Owner is a partner or tenderer is a company in which Director of REC/Owner or his relatives are member(s) or Director(s)

4) We are fully aware that REC is only the selling agent of their disclosed 'Principal' who is the owner of the material put up for sale in this tender.

5) I/We have fully understood the above General Terms and Conditions of tender as well as the Special Terms & Conditions attached with the tender which are returned herewith duly signed by me/us in token of having accepted the same in toto and I/We have made my/our offer keeping in view these terms and conditions. I/We fully agree that once I/We have endorsed my/our signatures herein below all conditions whatsoever mentioned by me/us which may not be acceptable to you/your principals shall be deemed to be withdrawn by me/us. I/We are fully aware that no grievances whatsoever shall be entertained by you if our tender/quotation is accepted/finalized.

6) IN CASE OF CHANGE OF ADDRESS

Photocopy of Trade Licence or Banker's Certificate or Sales Tax/VAT Regn. Certificate stating new address is to be submitted later on.

7) IN CASE OF CHANGE OF BANK A/C

Certificate from the Banker about the opening of Bank A/c & Bank statement thereof.

SIGNATURE OF THE TENDERER
FULL NAME (IN BLOCK LETTERS)

NAME & ADDRESS OF
TENDERING FIRM

TELEPHONE NUMBERS (OFF)
(RES)
(MOBILE NO.)

CUSTOMERS CODE NO.
BANK NAME WITH BRANCH
ACCOUNT NO.

(Signature of tenderer)

RURAL ELECTRIFICATION CORPORATION LIMITED
(A Government of India Enterprise)

Core-4, Lodhi Road,
SCOPE Complex,
New Delhi-11003

INTEGRITY PACT

REC LTD., hereinafter, referred to as 'RECL'”

And

_____ hereinafter referred to and 'The buyer/Vendor'

Preamble

WHEREAS, RECL, is acting as an agent for the purpose for disposal/sale/booking/procurement of various commodities'

And

WHEREAS, RECL values full compliance with all relevant laws and regulation, and the principles of economical use of resource, and of fairness and transparency in its relations with its Principals.

In pursuance, thereto, the following clauses of the Integrity Pact will be applicable and this document shall be deemed to be an integral part of the Agency Agreement between us.

In order to achieve this goal, REC may seek cooperation of the renowned international Non-Governmental Organisation 'Transparency International' (TI). Following TI's national and international experience, RECL may appoint an external independent Monitor who will monitor the tender/auction/e-auction/e-sale/e-booking process and the execution of the contract for compliance with the principles mentioned above.

Section-1 Commitments of RECL

RECL commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of RECL, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) RECL will, during the tender/auction/e-auction/e-sale/e-booking process, provide to all Buyer(s)/Vendor(s) the same information and will not provide to any Buyer/Vendor confidential /additional information through which the Buyer/Vendor could obtain an

advantage in relation to the tender/auction/e-auction/e-sale/e-booking process or the contract execution.

- c) RECL will exclude from the process all known prejudiced persons.

If RECL obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-corruption Laws of India, or if there be a substantive suspicion in this regard, RECL will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section – 2 Commitments of the Buyer/Vendor

The Buyer/Vendor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/e-booking/e-procurement process and during the contract execution.

- i) The Buyer/Vendor will not, directly or through any other person or firm, offer, promise or give to RECL, to any of RECL employees involved in the tender/auction/e-auction/e-sale/e-booking process or the execution of the contract or any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
- ii) The Buyer/Vendor will not enter with other Buyer(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness.
- iii) The Buyer/Vendor will not commit any criminal offence under the relevant Anti-Corruption Laws of India, further the Buyer/Vendor will not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by RECL as part of the business relationship, regarding plan technical proposals and business details, including information contained or transmitted electronically.
- iv) The Buyer/Vendor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- v) The Buyer/Vendor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section -3 Disqualification from tender process and exclusion from future contracts

If the Buyer, before contract award, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as Buyer into question. RECL is entitled to disqualify the Buyer from the tender/auction/e-auction/e-sale/e-booking process or to terminate the contract, if already signed, for such reason.

- i) If the Buyer/Vendor has committed a serious transgression through a violation of Section 2 above such as to put his reliability or credibility into question, RECL is entitled also to exclude the Buyer/Vendor from future contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Buyer and the amount of the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- ii) If the Buyer/Vendor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, RECL may revoke the exclusion prematurely.
- iii) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 Compensation for Damages

- 1. If RECL has disqualified the Buyer from the tender/auction/e-auction/e-sale/e-booking process prior to the award according to Section 3 above, RECL is entitled to demand from the buyer liquidated damages equivalent to 3% of the value of the offer.
- 2. If RECL has terminated the contract according to Section 3, or if RECL is entitled to terminate the contract according to Section 3, RECL shall be entitled to demand from the Vendor liquidated damages equivalent to 5%of the contract value.
- 3. If the Buyer/Vendor can prove that the exclusion of the Buyer from the tender/auction/e-auction/e-sale/e-booking process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer/Vendor has to compensate only the damage in the amount proved. If RECL can prove that the amount of the damage caused by the disqualification of the Buyer before contract award or the termination of the contract after contract award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of damages.

Section- 5 Previous Transgression

- 1. The Buyer declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Buyer makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section- 6 Equal treatment of all Buyers/Vendor(s)

1. The Buyer/Vendor undertakes to demand from all subcontractor(s) a commitment consistent with this Integrity Pact, and to submit it to RECL before contract signing.
2. RECL will enter into agreements with identical conditions as this one with all Buyer(s), Vendor(s).
3. RECL will disqualify from the tender process all Buyer(s) who do not sign this Pact or violate its provisions.

Section – 7 Criminal Charges against violating Buyer(s)/Vendor(s)

If RECL obtains knowledge of conduct of a Buyer, Vendor or of an employee or a representative or an associate of a Buyer, Vendor which constitutes corruption, or if RECL has substantive suspicion in this regard, RECL will inform the Vigilance Office.

Section – 8 External Independent Monitor

1. RECL may appoint competent and credible External Independent Monitor for this Pact. In such case, the task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representative of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of RECL.
3. The Monitor has the right of access without restriction to all Project documentation of RECL. The Vendor will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The Monitor is under contractual obligation to treat the information and documents of the Buyer/Vendor with confidentiality.
4. RECL will provide to the Monitor sufficient information about all meetings among the parties related to the project provided as meetings could have an impact on the contractual relations between RECL and the Vendor.. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of RECL and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard subject non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will regularly submit a written report to the Chairperson of the Board of RECL and should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board's substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the Chairperson has not within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commission, Government of India.

Section -9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the respective contract, and for all other Buyers' 6 months after the contract has been awarded.

Section 10 Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of RECL.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For RECL

Place:Core-4, SCOPE Complex

7-Lodhi Road, New Delhi-110003.

Date_____

For Buyer/Vendor

Witness: 1_____

Witness: 2_____

SCHEDULE OF RATE(S) (OFFER SHEET)

TENDER NO.RECL(D)/T_____

OPENED ON _____-PAGE NO._____

RATE QUOTED PER UNIT AS MENTIONED IN THE LIST OF TENDERED ITEMS
EXCLUDING TAXES/DUTIES (IN RS)

I HAVE READ THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING
INTEGRITY PACT AND I HEREBY ACCEPT THE SAME

LOT NO	IN FIGURES	IN WORDS	AMOUNT OF EAR- NEST NEST MONEY SUBMITTED FOR LOT (IN RS)

SIGNATURE OF TENDERER_____

NAME OF THE TENDERING FIRM_____

LOT NO	IN FIGURES	IN WORDS	AMOUNT OF EARN- EST MONEY SUBMITTED FOR LOT (IN RS)

I HAVE READ THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING
INTEGRITY PACT AND I HEREBY ACCEPT THE SAME

TOTAL EMD SUBMITTED (RS)_____

SIGNATURE OF TENDERER_____

FULL NAME (IN BLOCK LETTERS)_____

STATUS /DESIGNATION _____

NAME AND ADDRESS OF TENDERING FIRM_____

TELEPHONE NOS (OFF)_____

(RES)_____

(MOBILE NO)_____

CUSTOMER CODE NO._____

DATE _____

Note: i) All columns to be filled up by the tenderer only.
ii)Any cutting to be initialed by the tenderer.

RURAL ELECTRIFICATION CORPORATION LIMITED
(A Government of India Enterprise)

Core-4, Lodhi Road,
SCOPE Complex,
New Delhi-11003

SPECIAL CLAUSE

PURHASERS OF HAZARDOUS WASTE DEFINED UNDER THE HAZARDOUS WASTES (MANAGEMENT & HANDLING) RULES 1989 NOTIFIED UNDER THE ENVIRONMENT (PROTECTION) ACT, 1986 AS AMENDED FROM TIME TO TIME SO FAR, ARE REQUIRED TO HAVE ENVIRONMENT SOUND PROCESSING TECHNIQUE, EFFICIENT POLLUTION CONTROL SYSTEM & VALID AUTHENTICATION FROM THE CENTRAL POLLUTION CONTROL BOARD IN ADDITION TO COMPLIANCE OF STANDARDS LAID DOWN UNDER THE ACT, VIOLATION OF ANY PROVISION OF THE RULES AND NON-COMPLIANCE WITH THE STANDARDS ARE PURCHASEABLE UNDER SECTION 15 OF THE SAME ACT.

AS SUCH ALL THE PURCHASER OF USED WASTE OIL, LEAD ACID BATTERIES, NON-FERROUS WASTE PARTICULARLY LEAD, COPPER AND ZINC 'WASTES' ARE TO SUBMIT THE FOLLOWING CLEARANCE CERTIFICATES ALONG WITH THE TENDER DOCUMENTS AT THE TIME OF TENDER OPENINGS.

- (1) REQUISITE CERTIFICATION OF REGISTRATION FROM CENTRAL POLLUTION CONTROL BOARD.
- (2) A 'NO OBJECTION CERTIFICATE FROM THE POLLUTION BOARD OF THE STATE WHERE THE FACILITY FOR TREATMENT, STORAGE & DISPOSAL OF HAZARDOUS WASTES IS LOCATED IN CASE OF TRANSPORT OF HAZARDOUS WASTES TO SUCH FACILITY FROM ANOTHER STATE.

EVEN AFTER MAKING IT VERY CLEAR TO ALL TENDERERS ABOUT SUBMISSION OF AUTHORISATION LETTER AS STATED ABOVE, IF ANY TENDERER SUBMIT HIS QUOTATION FOR SUCH SPECIFIED MATERIAL, THEN IT SHALL BE PRESUMED THAT HE SHALL BE SUBMITTING SAME LATER ON BUT BEFORE ISSUE OF SALE ACCEPTANCE LETTER BY REC. THE SECURITY DEPOSIT OF SUCH TENDERERS/PURCHASERS SHALL AUTOMATICALLY STAND FORFEITED WHO FAIL TO SUBMIT THE REQUIRED STATUTORY DOCUMENT WITHIN THE VALIDITY PERIOD OF SALE ACCEPTANCE LETTER.

IMPORTANT NOTE TO ALL TENDERER

1. 'RETURNED/UNDELIVERED' MAIL:

- 1.1 The tenderers must write their complete postal address correctly and legibly (preferably in Bold letters) so that the sale Acceptance Letter/SOs or the EMD refunds are made correctly. REC shall not be responsible for either delay or non-delivery of SOs/EMDs due to wrong or illegible /incomplete address given in the tender document.
- 1.2 In case the SOs/EMDs cheques/Drafts returned by the postal authorities/courier service to REC undelivered with any remarks such as "addressee not found". "Incomplete address", "wrong address", "shop closed", "No such firm exists at this address" or likewise, then it shall be viewed very seriously and, therefore, such cheques/drafts/ SOs shall be lying in REC office at the sole risk & responsibility of tenderers. However, REC may at its sole discretion, and on written request of tenderers, again send the undelivered letter/ Bank draft in favour of REC Ltd, New Delhi

(Signature of tenderer)

- 1.3 While submitting REC cheques towards EMD, it must be ensured by tenderers that same has not become 'STALE' (six months from the date of its issue) Please note that such Stale cheques shall not be accepted by REC under any circumstances and if found in the tender same shall be ignored, and therefore, not counted towards EMD. However, the tenderers desirous of submitting such cheques must get it 'REVALIDATED' well in advance by prepayment of Rs.200/- towards processing cost. Revalidation will be done only after proper verification and authentication of the tenderers. Revalidated cheques will be sent by post only.

2. Sales Tax

Tenderers wishing to avail of sales tax concession against forms may note the following points:-

- 2.1 Every declaration form should contain registration number of the dealer.
- 2.2 Sales tax declaration form should be properly & filled up completely by dealer legibly without any cutting/over writing.
- 2.3 The declaration form should contain PO number duly filled up Sales Tax authority.
- 2.4 The signature in the declaration form should match that on the sales tax registration certificate of the dealer.
- 2.5 Registration certificate should be produced as and when demanded by REC/owners.
- 2.6 Items for which sales tax declaration form is issued should be covered by the regn. certificate. Items should be clearly mentioned on the form.
- 2.7 Sales tax form complete in all respects as above should be submitted along with the material value payment. Any delay in submission of the same will not be accepted and full tax is to be deposited in such cases.

(Signature of tenderer)