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**Scrap Sale By- Tender**

FORMAT FOR SUBMISSION

**Tender No: RPL/AMVT/MS.SCRAP/NIT/HO/2016-17/01****Date: 12<sup>th</sup> May 2016****Last date of Tender submission : 7<sup>th</sup> June 2016 (up to 2.00pm)****INSPECTION OF MS.SCRAP &  
TMT SCRAP AT AMRAWATI : Till 7<sup>th</sup> June 2016****INSPECTION OF MS.SCRAP &  
TMT SCRAP AT NASIK : Till 7<sup>th</sup> June 2016****TIME OF INSPECTION (Reporting time) :  
10.00 a.m. to 12.00 a.m. & 2.00pm to 4.00 pm****To,****Sr. General Manager – C  
& C RattanIndia Power  
Limited.  
Plot No. D2 & D2 Part,  
Additional MIDC area, Nandgaon Peth  
Amravati (Maharashtra)****Dear Sir,****Sub: Tender for the Obsolete/scrap stores items due on 7th June 2016 by 2 p.m.**

We hereby submit our tender and offer to purchase the material from you on “As is where is” basis and “wet, dry and rusty” & on no complaint basis, in the condition as detailed in the Schedule of items attached herewith and subject to the terms and conditions of sale and Special Conditions of Sale as set out in this tender form. We hereby agree that the said conditions are acceptable to us.

The Bidder shall furnish, as part of its Bid, an Earnest Monetary Deposit (EMD) in the form of demand draft. The EMD shall in the form of a Demand Draft in favour of ‘RattanIndia Power Limited’ payable at New Delhi. The EMD must be valid for a period of 90 (Ninety) days beyond validity of the Bid with a claim period of 30 (thirty) days thereafter. Bank guarantee is not acceptable.

My/Our offer for the purchase of lot/s is exclusive of Excise Duty and/or Sales Tax/Vat/SC/TOT, wherever applicable.



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S.No	LOT NO	Quantity (Approx)	Completion / Lifting Period	EMD	OFFERED RATE WITHOUT TAXES & DUTIES
<b>1</b>	<b>Lot -1 At Amravati Location</b>				
1.1	M.S structural Scrap	1200 MT	45 days	Rs. 18.5 Lacs	
1.2	TMT Bar Scrap	285 MT			
<b>2</b>	<b>Lot -2 At Nasik Location No .1</b>				
2.1	M.S structural Scrap	320 MT	15 days	Rs. 5.5 Lacs	
2.2	TMT Bar Scrap	110 MT			
2.3	TMT Binding scrap	9 MT			
<b>3</b>	<b>Lot-3 At Nasik Location No. 2</b>				
3.1	M.S structural Scrap	100 MT	15 days	Rs. 2.25 Lacs	
3.2	TMT Bar Scrap	80 MT			

Note:

- Quantities mentioned above are indicative & may vary  $\pm 10\%$ , invoice will be prepared on actual quantity as per final weighment / counting on RPL weigh bridge.

Yours truly,

**Dated:**

**Encl: DD/PO. No./Amount**

**Signature of the Bidder  
With Rubber Stamp.**

**Name & Address of the Bidder:**

**Tel: Office:**

**Resi: Fax:**

**Mobile:**

**Email:**

*(Handwritten signature)*

**INSTRUCTIONS TO BIDDERS**

1. RattanIndia Power Limited (hereinafter referred to as "RPL") is inviting Bidders to purchase Scrap generated from construction at our various construction Sites at Amravati and Nasik in Maharashtra as per details in table on page 3 of 15 of this tender document.
2. Sealed Tender should be submitted along with in separate sealed envelope clearly written on top as LOT no. \_\_ EMD of Rs. \_\_ (as per above table) in the form of Demand Draft(DD) in favour of as per following instructions:
  - 2.1 For LOT-1 Demand Draft (DD) shall be in favour of RattanIndia Power Limited payable at New Delhi.
  - 2.2 For LOT-2 Demand Draft (DD) shall be in favour of RattanIndia Nasik Power Limited payable at Nasik.
  - 2.3 For LOT-3 Demand Draft (DD) shall be in favour of Eurotas Infrastructure Limited payable at New Delhi.

No over writing or corrections or application of correction fluid is allowed. Wherever there is overwriting or correction or application of correction fluid, quotation will automatically disqualify. Only proper typed letter on company letter head along with duly signed and stamped quotation /offer in separate sealed envelope clearly written Enquiry/NIT no date and date of bid opening, marked to

**Sr. General Manager – C &  
C RattanIndia Power  
Limited.**

**Plot No. D2 & D2 Part,  
Additional MIDC area, Nandgaon Peth  
Amravati (Maharashtra)**

3. Successful Bidder will have to submit Security Deposit. DD of EMD submitted by the successful Bidder shall be converted in to Security Deposit.
4. If the space provided in the registration form is not sufficient, please attach separate sheets and give Annexure reference number on the attached sheet.
5. Tender, complete with all necessary requirements & price structure duly filled along with the prescribed EMD should reach us on or before 7<sup>th</sup> June 2016. RPL will not be responsible and will not be in a position to entertain any delay on account of postal delays, loss of documents, etc.
6. Buyer & Consignee will be same, different entities are not allowed.

1. Name of the company

2. Status of the company (Please tick the appropriate box)

Proprietary Firm ( )

Partnership Firm ( )

Private Limited Company ( )

Public Limited Company ( )

Co-operative Society ( )

Public Undertaking ( )

Any Other (Please Specify) ( )

Date of Establishment

Firm is registered under (Please tick the appropriate box)

The Companies Act 1956 ( )

Indian Partnership Act 1952 ( )

Small Scale Industries or directorate ( )

Any other authority (Please specify) ( )

**Registration Details**

Registration No. and date ( )

VAT No

TIN No

CST No.

Excise Regn No

IEC Code ( )

Any other Statutory Registration details ( )

with taxation authorities Permanent Income

Tax A/c No.

Employee's Provident Fund Code No. ( )

Employee's State Insurance Code No. ( )

(Kindly attach a photocopy of all above certificates)

3. Communications Details

3.1 Address for Registered office

3.2 Address for Branch Office

3.3 Address for Works / Factory

a)

b)

4. List of directors / Partners / Proprietor with their residential / Official addresses, Telephone Nos and Fax. Nos. & E-mail ID's.

5. Resource Details:

a) No. of owned trucks and along with lifting equipment.

b) Manpower Employed.

6. Name of Bankers: \_\_\_\_\_

7. List of three to five reputed **SELLERS OF FERROUS SCRAP** with full address, Fax No, E-Mail ID and names of contact persons with whom registered as approved vendor. (Enclose latest **SALE ORDER** copies from them.) \_\_\_\_\_

8. Whether Company has faced (in past or present) any judicial enquiry, legal conflict, decree, notice by court (Please attach extra sheets if requires.)

9. Please submit photo copy of major sale orders (min 03 nos.) already executed by you during last 3 years.

I do hereby declare that information furnished in this tender is true to the best of my knowledge and belief and the documents submitted in support of this tender are authentic. I also understand and acknowledge that, in case of any falsehood, my participation ceases & EMD may be forfeited.

(Name & Signature of the applicant with stamp)

Place \_\_\_\_\_

Date \_\_\_\_\_

FULL OFFICE ADDRESS

N. B.: Bidder has to fill all relevant data in this tender. Write "NA" wherever not applicable.

**SPECIAL CONDITIONS FOR TENDER**

1. Sealed Tenders must be deposited to Seller/ RPL at the address either mentioned on the cover page on or  
Sr. General Manager – C & C RattanIndia Power Limited.  
Plot No D2 & D2 Part  
Additional MIDC area, Nandgaon Peth  
Amravati (Maharashtra)  
On or before 2-00 p.m. of 7<sup>th</sup> June 2016.
2. Bidder can quote for one or more lots as per its choice. Any tender without requisite deposit as mentioned above against each lot will be rejected out rightly.
3. RPL reserves the right to accept or reject the highest tender and all or any tender without disclosing any reason thereof.
4. The Company always reserves the right to negotiate with Bidders.
5. Tender Deposit of unsuccessful Bidder will be refunded by the Company by forwarding the same through Courier within ten (10) working days following the date of Tender Result.
6. Earnest Money Deposit (EMD) as mentioned below for each lot to be attached with the Tender. EMD will be accepted only in the form of DD favouring RattanIndia Power Limited, payable at New Delhi. No Bank Guarantee of equivalent amount shall be accepted also CASH/CHEQUE will not be accepted against EMD.
7. Balance payment shall be made by DD favouring RattanIndia Power Limited, payable at New Delhi within 5 working days from the date of issuing SALE ORDER and lifting of Scrap to be started within 7 working days from submission of the DD.

Cash will not be accepted for balance payment. All material must be lifted immediately (after making balance payment with Sales tax and Excise duty, if any) as per the schedule to be agreed upon.

8. Lots (of Scrap) are sold on weighment basis only. EMD will remain with the Company as a Security Deposit; & shall be returned on satisfactory execution of the contract. In-case of any deviation, EMD will be forfeited.
9. Excise duty, VAT, ST & TCS wherever applicable will be charged extra at the rate prevailing at the time of delivery.

Tax structure on steel is as follows: **Qty and Rates are only for references**

*gkm*

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Description	Unit	Quantit	Rate (Rs)	Amount
M.S. Scrap	MT	1	100	<b>100</b>
			<b>Total</b>	<b>100</b>
VA		5.00%		<b>5.00</b>
<b>Total</b>				<b>105.00</b>
<b>Apart from above, TCS shall be charged @ 1% on total invoice value</b>				<b>1.05</b>
<b>Total</b>				<b>106.05</b>

10. Loading / Unloading will be carried out by the Successful Bidder/s at his/their own expenses. The Bidder/s shall have to arrange for all tools & tackles and labour at their own expenses.
11. If while taking delivery of the Scrap, any damage is done to the premises or other machinery lying nearby, RPL shall recover all such costs required to reinstate the damage into the original position and stop delivery of the Scrap till all costs are paid.
12. The sale of the Scrap is strictly on 'AS-IS-WHERE-IS' basis. No cutting , No segregating, no selection of scrap, No complaint regarding any missing parts, additional accessories / parts other than that displayed at the specified location, including any missing parts/accessories shall be entertained.
13. The Successful Bidder need to comply all safety, security & HR compliance of RPL, which shall be explained in detail at the time of placing of order.
14. Cables will not be delivered with any machine and will be cut from the nearest point to the machine, if any.
15. EMD / Security deposit of each lot can be refunded only after lifting of all the lots purchased by the buyer in one or various names.
16. The Successful Bidder, if found using fake identities, shall be dealt strictly & seller may terminate the order without giving any reason thereof. Appropriate proof of identity has to be produced on request.

*[Handwritten Signature]*



**General Conditions of Contract**

**1. INSPECTION:**

- 2.4 For inspection of Scrap lying at the site of 5X270MW TPP Amravati, at Amravati (Maharashtra), please contact Mr. Sanjeev Ranjan, GM C&C (07755921618 & 0721-3982517) and Mr. Pramod Sahoo, Dy. Gen. Manager - C&C (7755911618 & 0721-3982585) at Amravati, Maharashtra, on any working day during working hours (10-00 a.m. to 12-00 Noon. & 2-00p.m. to 3-00 p.m.)
- 2.5 For inspection of Scrap lying at the site of 5X270MW RattanIndia Nasik Power Plant, at Nasik (Maharashtra), please contact Mr. Yogesh Shashikant Naik, Sr. Manager C&C (8888832200 & 0255-1398961) at Nasik, Maharashtra, on any working day during working hours (10-00 a.m. to 12-00 Noon. & 2-00p.m. to 3-00 p.m.)
- 2.6 For inspection of Scrap lying at the site of Eurotas Infrastructure Ltd, at Nasik (Maharashtra), please contact Mr. Anil Laxman Saindane Sr. Officer Material (9503195185) at Nasik, Maharashtra, on any working day during working hours (10-00 a.m. to 12-00 Noon. & 2-00p.m. to 3-00 p.m.)
- 2.7 Caution Money Deposit/Earnest Money Deposit and/or Security Deposit shall bear no interest.

**2. Description of Materials and Quality:**

- 2.1 The Scrap shall be disposed off in "AS-IS-WHERE-IS" and "WET, DRY OR RUSTY" conditions.
- 2.2 Numbers, quantities or tonnage or nature of materials given in the catalogue are approximate and the materials will be sold without any regard or consideration of these numbers / tonnage or nature of materials and no warranty or guarantee shall be implied. The quantity of material may vary considerably, that is, it may be much more than the approximate quantity indicated in the catalogue or much less. The Bidder must lift the entire quantity within time period mentioned in table on page on 3 of 15 of this tender document.
- 2.3 Description given in our enclosed list is in brief. Offers by the bidders will be deemed to have been made on the clear understanding that intending bidder / bidders have satisfied themselves fully in regards to the nature, condition, quality of goods upon inspection or otherwise. No error, omission or mis-statement or mis- description whatsoever and howsoever made or published whether in advertisement or list or otherwise and no defects or faults in the goods shall invalidate the contract or be subject matter of any claim on the part of the bidder whether in compensation or otherwise howsoever nor will any such claim be entertained by RPL
- 2.4 The quantity indicated in our list of scrap items is only an estimate for calculating the amount of deposits required to be paid by the bidder, and has nothing to do with quantity of scrap that may be available. However, since the paramount interest of RPL is to get the area cleared of the all accumulated scrap, the Bidder will have to remove the entire quantity whether these are far beyond the limit of approximation indicated or much less than the approximation indicated.
- 2.5 RPL reserves the right to accept or reject highest offer or any other offer without assigning any reason for such refusal.

*Handwritten signature*

- 2.6 Weighment of tare weight & gross weight of scrap vehicle shall be performed at RPL weighbridge and the same shall be final & binding on the buyer.
- 3. Removal of Scrap:**
- 3.1 It will be Successful Bidder's responsibility to weight the empty truck at RPL weighbridge and produce the necessary weight certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck.
- 3.2 For lots sold on weightment basis, the Bidder will have to weigh the empty truck and loaded truck at RPL Weigh-Bridges. The scrap will be weighed on the weigh-Bridge/ weighing scale in the presence of the Bidder or his authorized-representative and the weights recorded will be acceptable to both the parties. No deviation on RPL weighbridge / No complaint regarding shortage in weights and quantity will be considered once the material is removed by him from RPL Premises.
- 3.3 All the consignments must be weighed even if they are sold on lot basis for RPL record.
- 3.4 In order to facilitate RPL to complete the transaction before 5.00 p.m. the goods should be collected before 3.00 p.m. on any working day with prior appointment with the concerned department within the stipulated delivery days.
- 3.5 Should the Successful Bidder wish to take delivery of the scrap material through a representative, he must authorize the latter by a letter of authority or continuing authority, which shall be presented to the officer concerned. Maybe the officer concerned in his entire discretion decline to act on any such authority and it ought to be for the Successful Bidder to satisfy the officer concerned that the authority is genuine. Delivery to such person shall be sole responsibility of the Bidder & no claim shall lie against RPL on any account whatsoever, if delivery is offered to a wrong person.
- 3.6 RPL reserves the right to unload the vehicles for inspection purpose. If it is suspected at any time that the Successful Bidder has loaded the material / materials for which he is not the Successful Bidder or if the Successful Bidder is found to carry excess scrap than that mentioned in the documents, RPL will be within its right to detain the truck, unload the goods at the cost & expenses of the Bidder & terminate the contract forthwith and forfeit the sale value & claim such further losses and damages that may be caused to RPL.
- 3.7 It shall be the responsibility of the Successful Bidder to see that he or his servants or agents collect and load only that quality and kind of Scrap that is covered by the contract and in the event of his servants or agents finding any other quality of or kind or Scrap mixed with the Scrap allotted to him he should forthwith bring it to the notice of the yard master and lift scrap only after segregation.
- 3.8 Lots sold on accumulated /arranged basis at the tender must be removed by the Bidder on or before scheduled period as mentioned above.
- 3.9 For Lots sold on 'Arising Basis' the Successful Bidder shall check the accumulation once a week or fortnight and as soon as one truckload of material is available, he/they shall lift the material

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immediately after making necessary payment for the same. Loading / Unloading will be carried out by the Successful Bidder at his own costs & risk. The Successful Bidders at their own cost will arrange Labour. Non-availability of the same will not be considered as a ground for 'Late-Lifting' of the materials.

**4. Penalty for delay in collection of scrap from our premises & deposition of balance Payment**

- 4.1 In case the Successful Bidder fails to make the balance payment within the scheduled time, RPL may at its discretion extend the period by levying interest @ 1 % of the sale value per month for such delayed period till the time entire EMD is exhausted. If the failure continues, the EMD shall be forfeited and the contract may be terminated at the discretion of RPL.
- 4.2 In case the Successful Bidder fails to remove and take complete delivery of the goods sold or part thereof within the scheduled time, RPL may at its discretion extend the period by levying down Godown rent @ 0.5% of the balance sale value per week for such delayed period..
- 4.3 Notwithstanding the facilities given above, RPL may refuse to extend the period and cancel the sale at its sole discretion and forfeit the EMD deposited by the Bidder/s. RPL may also levy down both penalty simultaneously.

**5. Decision In case of disputes:**

- 5.1 In case of any dispute regarding the contract, the decision of the RPL shall be final and binding. If there is any dispute as to the last or highest bid, the RPL shall determine the dispute and its decision shall be final and binding to all.
- 5.2 In case of any dispute arising out of or relating to the terms of this contract the matter shall be referred to sole arbitrator appointed by RPL. The arbitrator so appointed shall act in accordance with the provision of Arbitration & Conciliation Act, 1996 and the venue of arbitration shall be Delhi.
- 5.3 Only the appropriate Court in New Delhi, & shall have the jurisdiction to deal with any disputes arising out of this contract.

**6. Right of Acceptance / Rejection of offer:**

- 6.1 RPL reserves the right to withdraw wholly or partially any or all the items set for sale at any time during the period of contract without assigning any reasons.
- 6.2 RPL also reserves the right to accept any offer on the basis of "Subject to approval" by RPL In case the bid is accepted on "Subject to approval" basis, RPL final decision will be informed to the Bidder within seven calendar days.
- 6.3 The goods are sold subject to the reserve price fixed by RPL. RPL is not bound to accept the highest offer. RPL reserves the right to reject any conditional offers.

**7. Forfeiture of EMD / Security Deposit**

- 7.1 In case of failure of the Bidder to comply with the conditions as mentioned above, RPL may at its discretion, terminate the contract and the EMD / Security Deposit paid by the Bidder will

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stand forfeited for the breach of contract by the Bidder. The lot in question will be re-sold by RPL, without any reference to the Bidder, to any other buyer at the risk of the defaulting Bidder. The deficit if any will be recovered from the defaulting Bidder.

- 7.2 The lots paid for must be completely removed at the Bidder's expense within the schedule period specified. If any lot is not removed within this specified period, RPL may re-sell / re-auction the said lot or portion thereof at the Bidder's risk and expense. In this event, the Bidder will be liable to compensate RPL for all the damages and losses that RPL may suffer on account of re-selling/re-auctioning the lot and in addition RPL will also be entitled to recover from the Bidder the cost of storage warehousing etc specified above. This will be in addition to EMD/Security Deposit that will stand forfeited in the event of the Bidder not removing the lots within the specified time.

**8. Termination of Contract:**

RPL reserves the right to terminate the contract at any time by giving three (3) days notice on the following grounds.

- 8.1 Unsatisfactory execution or performance of the contract by the Bidder.
- 8.2 For improper behavior of the Bidder or breach of the terms and conditions of the contract.
- 8.3 Decision of RPL to terminate the contract shall be final and binding and no claim for damages and compensation shall arise. Provided further that in the event of the Bidder or his agent or servant committing or attempting to commit theft, fraud, dishonesty or gross misbehavior in connection with the subject matter of this contract or in any other -connection whatsoever concerning the business of RPL, RPL shall be entitled to terminate the contract - forthwith and forfeit the Security Deposit at its sole discretion.

**9. Passing of Property In the goods:**

It is expressly made clear that the property in the goods whether sold by units, weights or lots, whether arranged or otherwise, will remain that of RPL and will pass on to the Bidder only when material is taken out by the Bidder from the factory Premises after getting valid dispatch documents.

**General**

- 9.1 Excise Duty, Sales Tax, Additional Tax and or any other taxes as applicable under the relevant Sales Tax Act will be charged extra at the rate prevailing at the time of delivery and the rate offered shall be exclusive of all taxes.
- 9.2 All trucks, handcarts, carrying such materials outside our premises are subject to inspection by our Security Department at the gate. If required, the buyer will have to unload the vehicle if Security Officer demands for a surprise check.
- 9.3 Any person employed or engaged by the Bidder for the purpose of the execution of the contract shall be required to observe the rules and regulations that are prevailing in RPL. The movement of his persons shall be restricted only to the place of work assigned to them. Each person engaged by the buyer shall be required to obtain a Pass from our Security Department for

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entering and leaving IRL premises. RPL Security Dept shall subject all the labour engaged by the buyer to inspection.

- 9.4 All notices, letters sent to the Bidder shall be deemed to have been received by him/them on expiry of 48 hours from the time of posting if the same are sent at the address given by the Bidder.
- 9.5 Resale will not be recognized and release order will be made out in the name of actual successful Bidders only.
- 9.6 The Successful Bidder shall not be entitled to resell any lot or part of a lot while the goods are still lying within the premises of RPL and no delivery would be affected by RPL to any person other than the Bidder whose names are mentioned in the delivery order.
- 9.7 All Successful Bidders of the lots before collecting purchased materials from inside the works should contact the RPL's authorized officer to get them fully acquainted with safety rules and regulations. Bidders will be allowed to start collecting materials only when they have confirmed in writing that they are agreeable to follow the various safety rules and plant regulations.
- 9.8 RPL will in no way be responsible for any accident, damage or injury to the contractor's workmen or equipment while on factory premises.
- 9.9 If the successful Bidder at any stage either neglects or refuses or is unable to take delivery of the materials for any reasons whatsoever or the performance of the Bidder is unsatisfactory, RPL will have the right to terminate the contract, enforce forfeiture of Bidder's EMD/security deposit and claim such further losses and damages that may be caused to RPL to determine and declare at its sole discretion.
- 9.10 In the event of the Bidder failing to remove the materials and to pay price thereof, RPL shall be free to sell the goods to any person or persons and to recover from the original Bidder the amount by which materials actually sold, falls short of the price agreed by the original Bidder. This does not in any way effect the right of RPL to forfeit EMD as provided herein.
- 9.11 Special Conditions of sale or additional conditions of sale, if any, will be announced at the time of inspection.
10. Arbitration:
- 10.1 If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Owner, who, within a period of 30 (thirty) days after being requested to do so, shall give written notice of his decision to the Contractor.
- 10.2 Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the entire work under the Contract and shall forthwith be given effect to by the Contractor who shall comply with all such decisions, with all due diligence, whether he requires conciliation and/or arbitration as hereinafter provided or not.

- 10.3 If after the Owner has given written notice of his decision to the Contractor and no claim to conciliation and/ or arbitration has been communicated to him by the Contractor within 30 (thirty) days from the receipt of such notice, the said decision shall become final and binding on the Contractor.
- 10.4 In the event of the Owner failing to notify his decision, as aforesaid, within 30 (thirty) days after being requested, or in the event of the Contractor being dissatisfied with any such decision, or within 30 (thirty) days after the expiry of the first mentioned period of 30 (thirty) days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.
- 10.5 Subject to as specified in this Clause 12.0, all disputes or differences in respect of which the decision, if any, of the Owner has not become final or binding as aforesaid, shall be settled by arbitration, under and in accordance with the provisions of The Arbitration and Conciliation Act, 1996 or any statutory modification, in the manner hereinafter provided. The venue of arbitration shall be New Delhi, India.
- 10.6 The arbitration shall be conducted by a sole arbitrator appointed by the Owner.
- 10.7 The decision of the sole arbitrator shall be final and binding upon the parties. The expense of the arbitration shall be paid as may be determined by the arbitrator. The arbitrator may, from time to time, with the consent of both the parties increase the time for making the award.
- 10.8 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.
- 10.9 Parties agree that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
11. Fraudulent and Corrupt Practices:
- 11.1 The Vendor and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the subsistence of the Agreement/ Purchase Order/ Service Order as the case may be (hereinafter referred to as "Agreement"). Notwithstanding anything to the contrary contained in the Agreement, the Owner/Employer may terminate the Agreement without being liable in any manner whatsoever to the Vendor, if it determines that the Vendor has directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the procurement process, or after the issue of letter of intent or after the execution of the Agreement, the Owner/Employer may terminate the Agreement without being liable in any manner whatsoever to the Vendor. Further, in such an event, the Owner/Employer shall forfeit the Contract Performance Guarantee/ Earnest Money Deposit as the case may be.
- 11.2 Further, the Vendor shall not be eligible to participate in any tender or RFP issued by the Owner/Employer from the date such Vendor is found by the Owner/Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

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- 11.3 For the purposes of this Article 13.0, the following terms shall have the meaning hereinafter respectively assigned to them:
- 11.3.1 "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the procurement process ( for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Owner/Employer who is or has been associated or dealt in any manner, directly or indirectly with the procurement process or the letter of intent or has dealt with the matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Owner/Employer, shall be deemed to constitute influencing the actions of a person connected with the procurement process); or (ii) engaging in any manner whatsoever, whether during the procurement process or after the issue of the Agreement or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the projects or the letter of intent or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Owner/Employer in relation to any matter concerning the Project;
- 11.3.2 "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the procurement process;
- 11.3.3 "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the procurement process;
- 11.3.4 "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Owner/Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the procurement process; or (ii) having a conflict of interest; and
- 11.3.5 "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the procurement process.
- 11.4 In case the vendor comes across any unworthy demand or pressure from the any employee or retired employee from RattanIndia then a mail can be dropped to [vigilance@rattanindia.com](mailto:vigilance@rattanindia.com)

**For RattanIndia Power Limited Authorized**

**Signature**

