



RATTANINDIA POWER LIMITED

Notice Inviting Tender (NIT)

Sale of Scrap Material at Amravati TPP.

RattanIndia Power Limited (RPL) is a public listed company, generating power at full capacity from its 1350 MW (5 x 270 MW) Amravati Thermal Power Plant at Nandgaon Peth in the Amravati district of Maharashtra.

RPL now invites offers from reputed bidders / scrap buyers, having sound financial capacity and legally eligible with similar experience in scrap material dealing for its 1350 MW Amravati Thermal Power Plant.

The scrap material site is located at approx. distance of 25 kms from Amravati city in Maharashtra.

Details of scrap material being offered are mentioned in Tender Document, which is available for download on our website (<https://www.rattanindiapower.com/media/>) as well as by email request to yogesh.naik@rattanindia.com on or before 13-Jan-2025.

Material inspection at site and submission of bids through tender document, in sealed envelope with appropriate EMD in the form of DD can be done as mentioned in below table.

Interested bidders shall apply as per the detailed schedule given below.

| | |
|---------------------------------|--|
| NIT Document No. | NIT: RPL/AMVT/SITE/SCRAP/2024-25/001 |
| NIT documents issue period | From 01 Jan 2025 to 13 Jan 2025 |
| Last Date for Bid Submission | 15 Jan 2025 |
| Contact Person (Name & Address) | Mr. Yogesh Naik. Asst. General Manager – C & C RattanIndia Power Limited. Plot No. D2 & D2 Part, Additional MIDC area, Nandgaon Peth, Amravati (Maharashtra) 444901 |
| Contact Details: | Email: yogesh.naik@rattanindia.com |

RATTANINDIA POWER LIMITED

Tender Document for Sale of Scrap

NIT: RPL/AMVT/SITE/SCRAP/2024-25/001

Date: 01-Jan-2025

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RATTANINDIA POWER LIMITED

Notice Inviting the Tender for the Sale of Scrap

NIT: RPL/AMVT/SITE/SCRAP/2024-25/001

Date: 01-Jan-2025

RattanIndia Power Limited (RPL) intends to sell various scrap generated from operations and maintenance activities on “as is where is” basis, lying at Amravati Site in Maharashtra state. Sealed tenders are invited from the interested parties for the sale of scrap materials.

Interested parties should submit their bids at RPL's Amravati site office, in SEALED COVER by 15th Jan 2025

Tender document can also be downloaded from website www.rattanindia.com or can be requested at email id: yogesh.naik@rattanindia.com

You are requested to follow the guidelines and also the terms & conditions of the Tender set and submit the offers accordingly.

RPL reserves the right to accept or reject any or all tenders without assigning any reason.

Please note following key dates:

| | | | |
|---|---|---------------------------|---|
| 1 | Last date of Tender submission | 15 th Jan 2024 | Till 05:30 PM |
| 2 | Date of inspection of scrap | Upto 13 Jan 2025 | From 10:00 AM to 5:30 PM on working days. |
| 3 | Period of collection of tender document | Upto 13 Jan 2025 | From 10:00 AM to 5:30 PM on working days. |

Sealed Tenders for whole lot / individual items must be deposited to RPL at the address:

Mr. Yogesh Naik.

Asst. General Manager – C & C

RattanIndia Power Limited.

Plot No. D2 & D2 Part,

Additional MIDC area, Nandgaon Peth,

Amravati (Maharashtra) 444901

RATTANINDIA POWER LIMITED

INSTRUCTIONS TO BIDDERS

RattanIndia Power Limited hereinafter referred to as “RPL intends to sell various scrap generated from operations and maintenance activities on “as is where is” basis, lying at plant site at Amravati in Maharashtra state.

1. Sealed Tender should be submitted along with Demand Draft (DD), as EMD, of Rs 50,000/- shall be in favour of '**RattanIndia Power Limited**' payable at **New Delhi**.
2. 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 **sealed envelope** clearly written Enquiry/NIT number & date shall be accepted and should be marked to:

Mr. Yogesh Naik.

Asst. General Manager – C & C

RattanIndia Power Limited.

Plot No. D2 & D2 Part,

Additional MIDC area, Nandgaon Peth

Amravati (Maharashtra) 444901

3. 100% amount + Taxes to be deposited before lifting of scrap.
4. RPL reserves the right to negotiate on the bids received.
5. RPL reserves the right to accept or reject any or all tenders without assigning any reason.
6. If the space provided in the registration form is not sufficient, please attach separate sheets and give Annexure reference number on the attached sheet.
7. Tender, complete with all necessary requirements & price structure duly filled, should reach us on or before 15th Jan 2024, 05:30 PM. RPL will not be responsible and will not be in a position to entertain any delay on account of postal / courier delays, loss of documents, etc.
8. Buyer & Consignee will be same, different entities are not allowed.
9. Bids submitted will not be transferable.
10. Bidder shall furnish authorized person details with name, copy of photo identity card and specimen signature in prescribed format (annexure-II) along with tender for any further discussion / negotiation.
11. Bids opening dates shall be informed after receipt of all the bids and after due date for submission of bids.

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Sealed Tender Format

(To be submitted on bidder's letter head)

From:

Mobile No: _____

Telephone: _____

Fax: _____

Email: _____

To,

Mr. Yogesh Naik.

Asst. General Manager – C & C

RattanIndia Power Limited.

Plot No. D2 & D2 Part,

Additional MIDC area, Nandgaon Peth

Amravati (Maharashtra) 444901

Dear Sir,

Sub: Tender for sale of various scrap generated from operations and maintenance activities

Ref: RPL/AMVT/SITE/SCRAP/2024-25/001

In response to the above invitation of tender for sale of scrap, 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.

We are quoting our rates for only at Amravati () /

We are quoting our rates enumerated in the attached schedule.

My/Our offer for the purchase of lot/s is exclusive of applicable taxes and duties i.e. GST/TCS and/or custom duty and any other applicable taxes, wherever applicable.

Enclosed:

ENVELOPE containing:

RATTANINDIA POWER LIMITED

- A. Signed terms and Condition for Tender documents as above and other relevant documents with Commercial Bid of tender with Quoted Rate and EMD Demand Draft of Rs 50,000/- as per “Annexure-I”.

Place: _____

Yours Faithfully

Date: _____

Signature of the Tenderer

With Seal of the Firm/Company.

RattanIndia Power Limited

CONDITIONS FOR TENDER

1. 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.
2. RPL reserves the right to accept or reject any or all tenders without assigning any reason
3. The Company always reserves the right to negotiate with Bidders.
4. Tender Deposit of unsuccessful Bidder will be refunded by the Company by forwarding the same through Courier within thirty (30) working days following the date of Tender Result.
5. Earnest Money Deposit (EMD) as mentioned under instruction to bidder point no 1 for each lot to be attached with the Tender. EMD will be accepted only in the form of Demand draft, No Bank Guarantee of equivalent amount shall be accepted also CASH/CHEQUE will not be accepted towards EMD.
6. Bidder shall make the Balance payment in advance before lifting of material in single instalment or multiple instalments as per mutually agreed payment terms, at the time of final negotiation, if any. Cash/cheque will not be accepted for balance payment. Material lifting must be commenced within 7 days from the date of contract finalization.
7. Lots (of Scrap) being sold on weightment basis & shall be done at RPL weighbridge only and shall be final.
8. Earnest money deposit (EMD) of Successful Bidder shall be converted in to Security Deposit. Security deposit shall be returned after successful completion of scrap lifting or shall be adjusted in final instalment of payment. In-case of any deviation, EMD will be forfeited.
9. GST, Excise duty, TCS and other applicable taxes & duties shall be charged extra at prevailing rate at the time of lifting of material.
10. Tax structure on scrap at the time preparation of this tender document is attached in Annexure-III, tax structure mentioned therein is for reference only and actual taxes shall be applicable at prevailing rates at the time of material lifting.
11. Loading / Unloading and transportation 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.
12. 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.

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13. 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.
14. The Successful Bidder needs to comply with all safety, security & statutory HR compliance as per applicable laws, which shall be explained in detail at the time of finalization of contract.
15. Cables will not be delivered with any machine and will be cut from the nearest point to the machine, if any.
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.
- 17. INSPECTION:**

For inspection of Scrap lying at the site, please contact Mr. Yogesh Naik, AGM C&C (88888 32200) on any working day during working hours (10-00 a.m. to 12-00 Noon. & 2-00p.m. to 3-00 p.m.)
18. Caution Money Deposit/Earnest Money Deposit and/or Security Deposit shall bear no interest.
- 19. Description of Materials and Quality:**
 - 19.1 The Scrap shall be disposed off in "AS-IS-WHERE-IS" and "WET, DRY OR RUSTY" conditions. Pick and choose method of collection is strictly prohibited.
 - 19.2 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 Annexure-III of this tender documents.
 - 19.3 Description given in our schedule of quantities 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 regard 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

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- 19.4 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.
- 19.5 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.

20. Removal of Scrap:

- 20.1 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.
- 20.2 For lots sold on weighment 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.
- 20.3 All the consignments must be weighed even if they are sold on lot basis for RPL record.
- 20.4 In order to facilitate RPL to complete the transaction before 5.00 p.m. the goods should be collected before 4.00 p.m. on any working day with prior appointment with the concerned department within the stipulated delivery days.
- 20.5 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.
- 20.6 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 /

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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.

- 20.7 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.
- 20.8 Lots sold on accumulated /arranged basis at the tender must be removed by the Bidder on or before scheduled period as mentioned above.
- 20.9 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 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.

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

- 21.1 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 @ 2 % 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.
- 21.2 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.
- 20.3 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 penalty simultaneously.

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22. Decision In case of disputes:

- 22.1 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.
- 22.2 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.
- 22.3 Only the appropriate Court in New Delhi, & shall have the jurisdiction to deal with any disputes arising out of this contract.

23. Right of Acceptance / Rejection of offer:

- 23.1 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.
- 23.2 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.
- 23.3 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.

24. Forfeiture of EMD / Security Deposit

- 24.1 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 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.
- 24.2 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.

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25. Termination of Contract:

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

- 25.1 Unsatisfactory execution or performance of the contract by the Bidder.
- 25.2 For improper behaviour of the Bidder or breach of the terms and conditions of the contract.
- 25.3 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 misbehaviour 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.

26. Subletting

Assignment of contract and / or subletting of this contract either in whole or in part are strictly prohibited. RPL may at her discretion terminate the contract and forfeit the security money in the event of parting of any interest, in assignment of and / or subletting of the contract, either in whole or in part by the Purchaser, if and when the fact of such parting assignment and / or subletting comes to light.

27. 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.

28. General

- 28.1 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.
- 28.2 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

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place of work assigned to them. Each person engaged by the buyer shall be required to obtain a Pass from our Security Department for entering and leaving PRL premises. RPL Security Dept shall subject all the labour engaged by the buyer to inspection.

- 28.3 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.
- 28.4 Resale will not be recognized and release order will be made out in the name of actual successful Bidders only.
- 28.5 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.
- 28.6 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.
- 28.7 RPL will in no way be responsible for any accident, damage or injury to the contractor's workmen or equipment while on factory premises.
- 28.8 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.
- 28.9 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.
- 28.10 Special Conditions of sale or additional conditions of sale, if any, will be announced at the time of inspection.

29. Arbitration:

29.1 Any and all questions, disputes or differences as may arise between the Parties in connection with or arising out of or relating to this Agreement, including but not limited to, the carrying out of the work, and/or performance of the obligations, its validity, implementation or interpretation (hereinafter "Dispute") shall be first

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attempted to be resolved amicably between the Parties through the respective teams involved. The steps taken towards amicable resolution shall be recorded in writing and signed by at least 2 team members participating from each Party.

29.2 If, after an attempt towards resolving a Dispute amicably under clause (1) above, the Dispute remains unresolved for more than 60 days of the Dispute being communicated in writing by one Party to another Party, either Party shall be entitled to refer the dispute to the senior management of both Parties by making a request in writing for resolution. Each Party shall nominate one representative from their respective senior management, in writing to try and resolve the Dispute under this clause. Each meeting of the said nominees to resolve the Dispute shall be minuted in detail in writing and signed by all attendees.

29.3 If the Dispute remains unresolved for 60 days after either Party making a reference of the Dispute to the senior management under Clause (2), the Dispute shall be referred to mediation, to an independent third party ("Mediator") resident in New Delhi and appointed by the Mumbai Centre for International Arbitration. All meetings conducted between the representatives of the Parties to the Dispute and the Mediator shall be recorded in writing and signed by all attendees including the Mediator.

29.4 If the process of mediation under Clause (3) does not result in a resolution within 60 days of the Dispute being first referred to mediation or such extended period as may be agreed in writing ("Mediation Period"), such Dispute shall be finally referred to and settled by arbitration under the Arbitration and Conciliation Act, 1996 (or any statutory amendments and/or reenactments thereof). The arbitral tribunal shall be constituted and comprise of a sole arbitrator, to be appointed by the Owner.

29.5 Formal written notice of arbitration must be given by one Party to the other Party, no later than 30 (thirty) days from the expiry of the Mediation Period. The language of arbitration shall be English. The seat, place and venue of mediation and arbitration shall be New Delhi.

29.6 Each Party shall bear its own internal expenses (including travel, subsistence, legal fees, salaries and overheads) with respect to such arbitration. Any award of arbitration, whether interim or final, shall be given in writing and shall be binding on the Parties.

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29.7 Performance of the Agreement shall continue during arbitration proceedings.

29.8 Notwithstanding anything to the contrary set out in this Agreement, it is hereby clarified that for the purposes of the Insolvency and Bankruptcy Code 2016, an alleged default by the Owner under this Agreement shall arise, only if and after, the processes under clauses (1), (2) and (3) have been completed and Mediation Period has expired. In case of a purported claim against the Owner that is not settled as per the procedure stated hereinabove due to the Owner disputing the claim or any part thereof, it shall be deemed that there is in existence a Bonafide dispute, which shall be finally resolved through arbitration in accordance with the procedure set out hereinabove.

30. Fraudulent and Corrupt Practices:

31.1 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/ Scrap Sale 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. Further, in such an event, the Owner/Employer shall forfeit the Contract Performance Guarantee/ Earnest Money Deposit as the case may be.

31.2 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.

The following terms shall have the meaning hereinafter respectively assigned to them:

- a) 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

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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;

- b) 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;
- c) 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;
- d) 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
- e) 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.

31.3 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

32. Change in Law and Regulations:

- a) If, there are any changes in the existing laws or introduction of new laws, ordinances, statutes, rules, regulations, orders or decrees (but excluding changes to tax laws where such taxes are based upon Contractor's inventory, income,

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profits/losses or cost of finance) which were not known or foreseeable and become effective after the Contract Effective Date and have direct or indirect impact on the Contract Price, in such an event, the Contract Price shall be re-negotiated and correspondingly increased or decreased.

- b) If the rate of duties and taxes or Service Tax or any other such taxes on Works / Facilities or goods supplied/services rendered undergoes any revision during the execution of the Contract, the same shall be allowed as Statutory Variation and will be reimbursed by the Owner or re-pay/adjusted by the contractor/supplier, as the case may be. If the Statutory Variation takes place after the due date of Commissioning specified in the Contract, the same shall not be allowed even if delayed supplies are accepted by the Owner. However, in cases where Statutory Variations are take place during the execution of the Contract and price renegotiation is delayed and the Project is commissioned, the reimbursements to the relevant party will be made post commissioning.
- c) If due to enactment of such Change in Law, the Contractor is entitled for additional amount, the same shall be paid against a claim supported by documentary evidence produced by the Contractor. If due to enactment of such Change in Law, the Owner is entitled to recover the amount, same shall be recovered from the Contractor by setting off such amounts against the outstanding bills.

DECLARATION

I/ we have fully understood the above General Terms Conditions of the Tender attached with the Tender which are returned herewith duly signed by me / us in token of having accepted the same and I / We have made by our offer keeping in view these Terms & Conditions.

Signature of the Tenderer

Full Name and Seal with Place & Date:

RattanIndia Power Limited

Annexure-I

Commercial Bid Format

(To be submitted on bidder's letter head)

To,

Mr. Yogesh Naik.

Asst. General Manager – C & C

RattanIndia Power Limited.

Plot No. D2 & D2 Part,

Additional MIDC area, Nandgaon Peth

Amravati (Maharashtra) 444901

Dear Sir,

Sub: Tender for sale of various scrap generated from operations and maintenance activities

Ref: RPL/AMVT/SITE/SCRAP/2024-25/001

In response to the above invitation of tender for sale of scrap, we hereby submit our tender as follows:

| Sr. | Description | UOM | Quantity | Rate in INR per unit. (without Taxes) | Remark (If any) |
|-----|-------------|-----|----------|--|--------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

Note: Quoted rate should be exclusive of all Taxes & levies. Taxes shall be extra at actual.

Completion Period:

a) 60 days (from the date of payment receipt by RPL)

RattanIndia Power Limited

Payment Terms: We shall make advance before lifting of material in instalments of
INR _____
(in words _____)

I/we here by confirm that I/we have carefully gone through the Terms & Conditions as mentioned in the above referred Tender document. I/we declare that all the provisions of this Tender Document are acceptable to us without any deviation and conditions. I further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

(Authorized Signatory)

Printed Name:

Designation:

Seal

Date:

Business Address:

RattanIndia Power Limited

Annexure-II

Format for Declaration of Authorized Person
(To be submitted on bidder's letter head)

To,

Mr. Yogesh Naik.

Asst. General Manager – C & C

RattanIndia Power Limited.

Plot No. D2 & D2 Part,

Additional MIDC area, Nandgaon Peth

Amravati (Maharashtra) 444901

Dear Sir,

Sub: Declaration of Authorized Person for negotiation and discussion

Ref: RPL/AMVT/SITE/SCRAP/2024-25/001

Dear Sir,

I/We hereby authorized Mr. _____ S/o Sh. _____ for further discussion and negotiation for finalization of contract for scrap purchase on behalf of our company. Details of Mr. _____ are as follow:

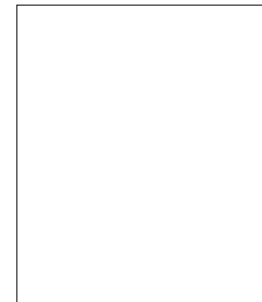
1. Photo Identity card Detail: ID proof Type _____ ID Proof No. _____

2. Photo: Please affix a passport size Photo

3. Mobile No. _____

4. Email ID. _____

5. Signature: _____



RattanIndia Power Limited

Yours Faithfully

(Authorized Signatory)

Printed Name:

Designation:

Seal

Date:

Business Address:

RattanIndia Power Limited

Annexure-III

Scrap Material available for bidding

| Sr. No. | Material Description | UOM | Qty |
|---------|---|-----|--------|
| 1 | MS Scrap (Idlers, APH Basket), Plan sheet 1mm, misc rusted light scrap. | MT | 300.00 |
| 2 | MISC MS Scrap, Cut pieces of Pipe ISA, ISMB, ISMC, PLATE, Flat, Mill Grinding roll, ESP CERM SHAFT PLAIN/ Journal BEARING, MS spare parts (BMD/TMD/C&I/ASH SILO PROJRCT). | MT | 250.00 |
| 3 | Aluminium Scrap, Electrical Conduit/fitting | MT | 2.50 |
| 4 | Copper Scrap /Turning Scrap | MT | 1.30 |
| 5 | Brass Scrap /Turning Scrap | MT | 0.70 |
| 6 | Electrical Scrap misc. items | MT | 3.00 |
| 7 | C&I Material Scrap | MT | 1.30 |
| 8 | Old Scrap Bolero/Innova/Scorpio Tyre | EA | 180.00 |
| 9 | Battery Small Size | EA | 200.00 |
| 10 | Battery Medium Size | EA | 130.00 |
| 11 | Battery Big Size | EA | 85.00 |
| 12 | Compressor Scrap (AC compressor) | EA | 19.00 |
| 13 | Bearings Scrap | MT | 13.00 |
| 14 | Vehicle Scrap | MT | 0.60 |
| 15 | Lathe Machine MS Turning Scrap | MT | 7.00 |
| 16 | Electrical chock Scrap | MT | 5.00 |

RattanIndia Power Limited

| Sr. No. | Material Description | UOM | Qty |
|---------|-----------------------------------|-----|----------|
| 17 | Welding machine-Small (47 Kg) | EA | 1.00 |
| 18 | Welding machine-Medium (218 Kg) | EA | 8.00 |
| 19 | Welding machine-Big (248 Kg) | EA | 35.00 |
| 20 | Welding machine-RPL (29 Kg) | EA | 20.00 |
| 21 | Welding Machine Wire | MT | 0.70 |
| 22 | Aluminium Conductor Wire | MT | 3.00 |
| 23 | Plastic Scrap | MT | 3.50 |
| 24 | CHP CONVEYOR BELT | MT | 15.00 |
| 25 | Wood Scrap Like Wooden box/pallet | MT | 40.00 |
| 26 | Empty PVC Can 40/50Ltr Cap | EA | 1,200.00 |
| 27 | Empty PVC Drum 210 Ltr Cap | EA | 107.00 |
| 28 | Empty MS Drum 210 Ltr Cap | EA | 200.00 |
| 29 | WASTE OIL WITH PVC DRUM 210LTR | EA | 105.00 |
| 30 | WASTE OIL WITH MS DRUM 210LTR | EA | 195.00 |
| 31 | AC Scrap, Indoor-out door units | MT | 2.00 |
| 32 | Misc furniture scrap, Table, bed, | MT | 3.00 |
| 33 | Elect. Cooler, Fridge, | MT | 1.50 |
| 34 | SS 304 Tubes | MT | 22.00 |