RASHTRIYA CHEMICALS & FERTILIZERS LIMITED (A Government of India Undertaking)

Registered office: Priyadarshini, Eastern Express Highway, Sion, Mumbai -22. WORKS: ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI-400 074

PHONES: 022-25522624/2505 GRAM: FERTILIZER, Fax no.-022-2552-2235,

Website-www.rcfltd.com, CIN:L24110MH1978GOI020185

<u>NOTICE INVITING TENDER FOR</u>: Repairing and servicing of 500KW Solar Inverter along with its spares for STP Plant at RCF Ltd. Trombay unit, Mumbai

TENDER NO.: ET-CC-E/SOLAR INVERTER/STP/2223-10 DT: 22.04.2022

Important Dates

Last Date & Time of Submission of e-Tender : 25.05.2022 up to 2.30 PM.

Date & Time of Opening of e-Tenders (Technical Bid): 25.05.2022 at 3.00 P.M.

Website for Online bid Submission: http://eprocure.gov.in

KINDLY NOTE THAT ONLY ONLINE BID WILL BE CONSIDERED AGAINST THIS TENDER

Contacts:

- 1) RCF Helpline Number: 022-25522760 (10.00 a.m. to 5.00 p.m.)
- 2) Mr. Parau Murmu, CM (MES) (Tel:+91 22 2552 2624),
- 3) Ms. Minati Patra, Sr. Manager (E) (Tel:+91 22 2552 2505),

NOTE - ANY CHANGE IN NIT / EXTENSION IN DUE DATE WILL APPEAR IN WEB SITE www.rcfltd.com / https://eprocure.gov.in IN FUTURE.

BIDDERS SHALL ENSURE THAT ALL DOCUMENTS RELATED TO PRE-QUALIFICATION (TECHNICAL OR COMMERCIAL) ARE SUBMITTED AT THE FIRST INSTANCE ALONG WITH THE ORIGINAL BIDS".

RCF RESERVES THE RIGHT TO REJECT OUTRIGHT ANY BID NOT COMPLYING WITH THIS INSTRUCTION, AND MAY NOT DO ANY FURTHER CORRESPONDENCE TO SEEK CLARIFICATIONS/DOCUMENTS RELATED TO PRE-QUALIFICATION/CREDENTIALS & ELIGIBILITY CRITERIA.

KINDLY NOTE THAT PARTIES SHOULD BE REGISTERED WITH PF/ESIC FOR CARRYING OUT JOB INSIDE RCF FACTORY. THE PARTIES WHICH ARE NOT COMPLYING THE SAME, THEIR OFFER WILL NOT BE ACCEPTED.

Kindly open following hyperlink to find "Information for MSE" in RCF website wherein you can also register yourself to get MSE registration certificate with UAN.

http://www.rcfltd.com/index.php/en/tenders/information-for-msme/8901-registration-of-msme

NOTICE INVITING TENDER NO.: ET-CC-E/SOLAR INVERTER/STP/2223-10 INSTRUCTION FOR BIDDERS

THIS IS A NOTICE INVITING TENDER (NIT) FOR:" Repairing and servicing of 500KW Solar Inverter along with its spares for STP Plant at RCF Ltd. Trombay unit, Mumbai"

NOTE: Following terms & condition shall override the respective term and condition of GTC (Annexure VI)

- 1.01 Item Description: As per Annex- IV
- 1.02 **E-Tendering Procedure:** The procurement shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by RCF will be outright rejected. Tender documents can be downloaded from our website www.rcfltd.com or website of CPPP www.eprocure.gov.in. Online Bids are to be submitted on website www.eprocure.gov.in.

The bidders should have a **valid digital signature certificate** (**Class-III** or **Class-III**) issued by any of the valid Certifying Authorities to participate in the online tender. The cost of digital signature will be borne by respective tenderer.

Kindly refer <u>bidder's manual kit</u> available on bidders section on e-tendering website for detailed procedure for bid submission or Bidders can take help of our Helpdesk Center (022-2552 2760) for registration and bid submission procedures.

It is advised that the bidder uploads small sized documents (preferably up to 5 MB) at a time to facilitate in easy uploading into e-tendering site. Standard documents required for tenders can be uploaded in 'My space' facility in your account. **Maximum size allowed for offer submission is 25 MB**.

The bids shall be uploaded in **Two Bid System** in electronic form only through e-tendering system on **www.eprocure.gov.in** website. The bidders shall be required to submit their offers in 2 separate parts- (a) **Part-I:** 'Technical & Un-priced Commercial Bid' and (b) **Part-II:** 'Price Bid'.

The **Part-I** of the online offer, Pre-qualification details & <u>Technical Bid</u>, shall be opened as per the date and time mentioned in the NIT. The Technical & Un-priced Commercial bids opened shall be scrutinized for technical and commercial acceptability including the pre-qualification criteria. The offers not fulfilling these criteria as per the NIT shall be rejected.

The offer which meets the NIT requirements, technically (including pre-qualification criteria) and commercially, shall be eligible for further consideration. Before opening of the Price Bids, offers of all techno-commercially acceptable tenderers shall be at par.

<u>Price bids</u> shall be opened of participants who fulfil the pre-qualification criteria and technocommercial requirement of NIT. The offers will be evaluated as per the evaluation procedure given in BOQ (Price Bid sheet). Please read instructions given below before submission of Price Bid i.e. BOQ (spread sheet).

Note: e-Procurement system does not allow submission of documents after due date of tender. Incomplete form or non-submission of documents to verify details shall results into rejection of your offer and no communication shall be done for submission of documents.

NON ACCEPTANCE OR DEVIATION TO RCF'S STANDARD TERMS AND CONDITIONS MENTIONED IN THIS ENQUIRY DOCUMENTS WILL LEAD TO REJECTION OF OFFER.

A. Bids should be submitted as per following instructions only:

- 1. PART-I: TECHNO-COMMERCIAL BID: i.e. Un-priced Bid should contain following:-
- **Packet:1:** Signed and Stamped copy of "Instruction for bidders"
- **Packet:2:** Scanned copy of "Process compliance statement" (**Annexure-I**) printed on bidder's letter head with duly signed by appropriate authority
- Packet:3: Signed and Stamped copy of "Pre-qualification Details" (Annexure-II).
- Packet:4: Signed and Stamped copy of self-attested supporting documents against Prequalification criteria (as per Annexure II)
- Packet:5: Signed and Stamped copy of dully filled "Terms & Conditions" (Annexure-III).
- **Packet :6:** Signed and Stamped copy "scope of work with dully filled SAC/HSN Code and GST percentage for each items" (**Annexure-IV**)
- Packet:7: Signed and Stamped copy of "DISCIPLINARY MEASURES" (Annexure-V)
- Packet:8: Signed and Stamped copy of "General terms and Conditions" (Annexure-VI)

2. PART-II: PRICED BID:-

Price Bid i.e. BOQ given with tender to be uploaded after filling all relevant information. The priced BOQ should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet (file) will not be accepted by system)

Kindly quote your offer on blank fields in uploaded BOQ sheet. Please note that lowest bidder (L1) will be decided based on quoted amount shown at the end of BOQ sheet.

Vendor should quote prices in BOQ only, offers indicating rates anywhere else shall be liable for rejection.

B. OTHER IMPORTANT DOCUMENTS:

Documents required for verification of details submitted in Prequalification Criteria (Annex-II) to be submitted in your 'My Space' option as per instructions given below. Bidders can take help from RCF's e-Procurement Helpdesk (022-25522760) in uploading of documents.

- 1. Miscellaneous Docs: Please submit scanned copy of 'PAN Card, Provident Fund Registration document (PF No.), Employee State Insurance Corporation (ESIC No.), GST Registration Certificate & Company Registration Certificate as applicable. Please upload each scanned certificate in respective folder under 'Certificate details' of My Space Documents.
 - 1.03 **Taxes & Duties:** Rates mentioned in the BOQ are excluding of GST.
 - 1.04 **Statutory Variation Clause:** Any variation in statutory levies/taxes within the contract period shall be to RCF's account and beyond contract period to contractors account.
 - 1.05 **Payment Term**: Payment shall be made on 30th day from the date of submission of invoice with supporting documents if any to **Contract Cell** after completion of visit or material supplied with deduction of income tax, as per actual quantum of work executed.

Please note that RCF will not accept any payment term deviation in your offer (BOQ) and Evaluation of your offer shall be done considering 30 days payment term only. Advance payment term is not acceptable and will lead to rejection of offer.

INSTRUCTION FOR PRICE BID - (BOQ) SUBMISSION

Please read following instructions before filling & submission of BOQ sheet.

1. Please note that e-procurement system accepts Microsoft Excel 97-2003 format only, any modification in file format or changing name of file will results into non-acceptance of your offer by e-Procurement System.

2. Kindly fill data in fields of 'BOQ Sheet' as per following Instruction only:

Bidders Name: Kindly put complete name of bidding firm/company

Basic Price: Kindly put the 'Basic rate per unit' e.g. Rs. 500 per Item in white cell in front of each item

<u>Taxes & Duties</u>: Rates mentioned in the BOQ are excluding of GST. The Contractor shall submit the tax invoice/ Bill showing tax elements separately. Income Tax shall be deducted at source from Contractor's bill as per Government rules.

Please save your BOQ sheet (Price bid) without changing name and format and upload this completed BOQ sheet in Finance Envelope (Part-II).

3. For any queries and help please contact RCF Helpdesk Number-022-25522760 or contacts given on first page of Tender document.

Note -

1 CHARACTER AND ANTECEDENTS VERIFICATION (BEFORE ENGAGAEMENT) OF CONTRACT WORKERS

It is <u>mandatory that</u> character and antecedents verification must be made of each and every vendor worker prior to giving permission to enter RCF premises. Vendors shall submit a certificate of character and antecedents for each workers to be engaged inside the factory and no person / contract labour shall be employed without a valid character certificate and antecedents. The character and antecedents form duly filled and authenticated through police station shall be submitted to CISF for giving permission to enter RCF premises. <u>Even</u> valid passport holder need to be police verification by appropriate authority.

PENALTY CLAUSE FOR THERMOPLASTIC ELECTRICAL EXTENSION BOARDS FITTED WITH RCBO:

The contractor shall be penalized in-case of non-return of extension board or return of damaged extension board issued by RCF during job execution. Monetary penalty shall be imposed as per below:

- 1. A penalty of Rs.7360.00 plus GST per extension board, whichever is applicable at the time of imposing penalty for non-return of thermoplastic extension board.
- 2. A penalty of Rs.3680.00 plus GST per extension board, whichever is applicable at the time of imposing penalty for return of damaged thermoplastic extension board.

Points related to compliance of Statutory requirements

- 1. Every contract worker (Regular or temporary) should have ESIC and PF number while working inside the RCF factory premises.
- 2. Contractor must pay minimum wages (Central), to all his labours whether regular or temporary. The payment shall be in electronic form only. As a proof of payment of minimum wages, contractor shall submit a statement of payment (ECS or NFT) of his labour to HR and Executive Dept. on quarterly basis.
- 3. A certificate of fitness in the Form No.6 shall be submitted by contractor for every contract labour (Regular or Temporary) at the entry level only once.

- 4. Entry permission to those contract labours shall not be issued in case of non-compliance ESIC, PF, PVC and valid photo indentity.
- 5. The violation of the statutory compliance shall be viewed seriously.

2 Penalty for late payment of Statutory Dues (i.e ESI, PF....etc)

Statutory payment of contributions towards ESI & PF in respect of wages/salary of the Contract employees is required to be deducted and paid by 15th of the next month. Under these Acts, interests and damages as per provisions, to be levied:

The Government Departments i.e. u/s Employees Provident Fund & Employees State Insurance Corporation will take necessary actions in due course of time for delay payment of deposition.

Contractors has to pay the statutory dues in time i.e. 15th of next month and as an administrative measures to enforce discipline & uniformity of penalty of 2% charges on the Challans/bills/invoice amount.

- The Government Departments i.e. u/s Employees Provident Fund & Employees State Insurance Corporation will take necessary actions in due course of time for delay payment of deposition.
- 4 Contractors has to pay the statutory dues in time i.e. 15th of next month and as an administrative measures to enforce discipline & uniformity of penalty of 2% charges on the Challans/bills/invoice amount.
- 5. The contract labours engaged who are covered / registered under ESIC should carry E- Pehchan card while on duty on working days.
- 6. Contractor shall ensure that the payment of the workers engaged / deployed at RCF premises shall be made compulsory through ECS. In rare cases if ECS is not possible, the Contractor must ensure payment through Bank transaction through cheque and both ECS and the cheque payment should be effected on or before 7th of each month and should enclose the proof of payment along with the running bill to Accounts Department.
- 7. Security deposit shall be forfeited and contract shall be terminated in case if complaint against contractor is received against less wages or non- payment of minimum wages. All payments including advance to labour by the contractor should be through bank transaction only. Cash payment is strictly prohibited. In case, it is found that payment to workers is made in cash, this will be treated as default and such Act are liable for termination of contract also.
- 8. The contractor shall deposit PF & ESI contributions as per the applicable rates before due time as per the rates quoted and cover the workers as per the coverable salary limit.
- 9. The contractors running bills shall only be cleared if the bills are attached with a copy of ESI, PF & Echallan of earlier month of RCF site workers and subject to certification.
- 10. The contract workers or labours who are out of coverage of ESIC due to crossing of salary limit, it is the responsibility of the contractor to take separate Insurance policy of such workers. The contractor must ensure that the employees deployed who are not under ESIC Act are required to be covered under the Employees Compensation Act 1923 and become entitled for the benefits of the compensation.
- 11. Any statutory increase towards ESI, PF, Bonus during execution of contract period will be borne by the company if not included in the tender cost while quoting rates subject to documentary proof for reimbursement at actual till the period of contract. Such increase will be reimbursed after payment to the workers by the contractor and claim the amount as reimbursement

SIGNATURE WITH STAMP (On all Pages)

ANNEXURE - I

Process Compliance Form

(Tenderers are required to print this on their company's letter head and sign, stamp before uploading in Packet-2 of part- ${\bf I}$

To

M/s. RCF Ltd.

Attention:

Sub: Acceptance to the Process related Terms and Conditions for the e-Tendering.

Dear Sir,

This has reference to the Terms & Conditions for e-Tendering mentioned in the NIT No.: ET-CC-E/SOLAR INVERTER/STP/2223-10

- 1) The undersigned is authorized representative of the company/organization.
- 2) We have carefully gone through the NIT, Tender Documents and the Rules governing the etendering as well as this document.
- 3) We will honor the Bid submitted by us during the e-tendering.
- 4) We give undertaking that if any mistake occurs while submitting the bid from our side, we will honor the same.
- 5) We are aware that if RCF has to carry out e-tender again due to our mistake, RCF has the right to disqualify us for this tender.
- 6) We confirm that RCF shall not be liable & responsible in any manner whatsoever for my/our failure to access & submit offer on the e-tendering site due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, digital signature certificate or any other unforeseen circumstances etc.
- 7) We agree and confirm that we have read, understood and accept the special instruction to the contractors/bidders for the e-submission of bid online through this e Procurement portal of CPPP as displayed under help for Contractors.
- 8) We accept the Integrity pact as given in tender documents (if applicable).
- 9) We do authorize RCF Ltd for seeking information/clarification from our/my bankers having reference in this bid.
- 10) We hereby confirm that if any of the documents submitted by us are not as per the tender documents, then the bid shall be rejected.

With regards

Signature with company seal

Name -

Company / Organization –

Designation within Company / Organization –

E-mail Id:

Tel no:.

Mobile no.

Tel no:.

Please fill the details in front of each criteria mentioned below and upload this Annexure in packet 3 of part-I). Please upload signed & stamped copies of supporting documents in packet 4 of part-I. Incomplete form or non-submission of documents to verify details may results into rejection of your offer, no communication shall be done for submission of documents)

•	NAME OF BIDDER:			
Sr. No.	Pre-qualification Criteria			
	Party shall be OEM or the channel partner/ service partner / Authorized by OEM, Party have to submit the supporting document for the same.			
1	OR			
	Party must be having experience of Repairing / Servicing of minimum 500KW Bonfiglioli make solar inverter from last five Years. Party to provide the supporting document of the same.			
	GST Registration No : (GST No) :			
2	GST No is in the Name of:			
	Address of Firm as per GST No:			
	PAN No:			
3	PAN No is in the Name of:			
	Address of Firm as per PAN no:			
4	PF Registration No. (enclose copy of Reg. certificate)			
5	ESIC Registration No. (enclose copy of Reg. certificate)			
	SIGNATURE WITH STAMP			

TERMS & CONDITIONS

(KINDLY FILL THIS SHEET AND SUBMIT IN PACKET-5 OF PART-I) **BIDDER'S NAME: NOTE:** Please note that any blank field left in the preceding confirmation box will be treated as Agreed only for offer consideration. **BIDDER CONFIRMATION** NO. **DESCRIPTION** (Please put $\sqrt{ }$ in front of your confirmation) Contract Validity - Contract shall be valid for the period of one year Agreed 1 from the date of issue of the work order. Disagreed **Payment Term**: Payment shall be made on 30th day from the date of Agreed submission of invoice with supporting documents if any to Contract Disagreed Cell after completion of visit or materials supplied with deduction of income tax, as per actual quantum of work executed. In case of any discrepancy in the invoice, Bidder has to resubmit the corrected invoice to Contract Cell and payment shall be released on 30th day from the resubmission date. Bid Validity: offer should be valid for 120 days from the date of Agreed Disagreed tender opening. Award of Job: Agreed i.For Non-Divisible tender: This Tender is Non Divisible Disagreed tender, hence if it is observe that the L1 bidder is a Non- MSE bidder and that there is a MSE bidder (Who is not L1) who has quoted within a price band of L1 + 15%, The Complete job shall be awarded to such an MSE who is within the price band of L1 + 15%, Subject to such MSE bringing down their price to match the L1 price. ii. In case There are more than one MSE bidder within the 4 L1 + 15 %, The L1 price shall be offered to that MSE, who has guoted lowest among the MSE bidders and in case they decline to match their price to L1, It shall be offered to the subsequent MSE bidder (if any) in L1 + 15% band. iii. In case the lowest quantity MSE bidder has not quoted within L1 + 15 % band such an offer would not be made for matching of Price and the original L1 bidder shall be awarded the complete job. In support of the bidder being a MSE the Udyog Aadhar Memorandum (UAM No.) shall be submitted, in absence of which the Purchase Preference for above shall not be

	considered.	
5	Agreed to all Terms and Conditions related to MSME Clause ANNEXURE-A	Agreed Disagreed
6	STATUTORY VARIATION CLAUSE: Within contract period is in RCF scope and beyond contract period in party's scope.	Agreed
		Disagreed
7	RCF will issue Smart ID card for swapping at the RCF gate. Contractor/vendor should submit the smart Card after completion of their job/ card validity .A penalty of Rs. 900 shall be imposed if smart card is not returned in time	Mandatory
8	FIRM PRICE: PRICE SHALL REMAIN FIRM THROUGH OUT CONTRACT PERIOD	Agreed Disagreed
9	Whether the party is registered under micro/small/medium enterprises act 2006 (please furnish the proof)	Yes NO
10	All MSE bidders shall register/declare their UAM Number on CPP Portal and copy of this registration/declaration shall be attached with the offer, failing to which such bidders will not be able to enjoy benefits as per PP policy for MSME order,2012	 n UAM Number Not Applicable
11	Whether the properitor of " msme " enterprise is from SC/ST category(please attach cast certificate issued by competent authority)	Yes NO
	WHETHER BIDDER IS CURRENTLY ON HOLIDAY	Yes
12	LIST/BLACK LIST OR HAS BEEN PUT ON HOLIDAY/BLACKLISTED AT ANY PSU/GOVT. ORGANISATION. IF SO, GIVE DETAILS.	NO
	AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY,	Agreed
13	GST & Tax Compliance Clauses (NOTE: NON ACCEPTANCE OR DEVIATION TO RCF'S STANDARD TERMS AND CONDITIONS MENTIONED IN	Disagreed
	ENQUIRY DOCUMENTS WILL LEAD TO REJECTION OF OFFER, NO CORRESPONDENCE SHALL BE DONE FOR CLARIFICATIONS)	
14	Penalty for delay in bill submission- The bill with supporting	Agreed
	documents must be submitted within 30 days from the date of completion of visit or materials supplied. In case of delay in submission of bills beyond 30 days, contractor shall have to pay penalty at the rate of Rs. 100 per week or part thereof subject to	Disagreed
	maximum of 5% of invoice value shall be applicable	A A
15	Penalty for late payment of Statutory Dues (i.e ESI, PFetc) Statutory payment of contributions towards ESI & PF in respect of wages/salary of the Contract employees is required to be deducted and paid by 15 th of the next month and as an administrative measures to	Agreed Disagreed
	enforce discipline & uniformity of penalty of 2% charges on the Challans/bills/invoice amount.	

16	Taxes and Duties: Please mention SAC/HSN code with GST % for each item mentioned in Annexure-IV.	☐ Agreed☐ Disagreed
17	RCF being ISO 9001, 14001, 18001 certified company, all the required relevant safety rules, norms, procedure shall be followed strictly. All workmen shall use PPEs like shoes, gloves, helmets, safety belts etc. & shall be arranged by the Contractor	Mandatory

Terms and Conditions related to GST & Tax Compliance Clauses As Goods and Service Tax is implemented from 1.07.2017, bidders may furnish the following details in their bid:

1. GST Registration Number (15 digit GSTIN). In case you have multiple business verticals in a state and having separate registration for each business vertical, GSTIN of each vertical concerned with the supply and service involved, as per the scope of NIT to be informed to RCF.

GST registration number:	
Name Of Company	
Registered address of company:	

- 2. If supply / service provided is from multiple states, then please mention state wise GST Registration Number for each state separately.
- 3. If bidder is not liable to take GST registration, i.e., having turnover below threshold of ₹ 20 lacs (₹ 10 lacs for NE & special Category States), bidders need to submit undertaking / indemnification (format will be furnished by RCF) against tax liability. Further the bidder should notify RCF within 15 days from the date of becoming liable to GST and such registration should be submitted to RCF.
- 4. Those bidders who have opted for Composition scheme under GST, they have to submit a declaration to RCF indicating their GST registration no.
- 5. HSN (Harmonized System of Nomenclature) code for the goods being supplied by the vendor for each item covered under this NIT has to be declared in the Technical bid (Annexure IV).
- 6. Services Accounting Code (SAC) for classification of services under GST for each item covered under this NIT has to be declared in the Technical bid (Annexure IV).

Tax Compliance Clauses

- 1. Vendor/Supplier/Contractor /Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable RCF to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 2. Vendor/Supplier/Contractor would promptly pay GST, as per law, for the supplies made to RCF Ltd and would upload returns within the prescribed time to enable RCF Ltd., to avail the input tax credit [ITC].
- All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to RCF Ltd., as per GST provisions.
- 4. In the event of default on his part in payment of tax and submission / uploading of monthly returns, RCF is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/Contractor corrects the default and / or complies with the requirements of GST and produces satisfactory evidence to that effect or upon GST appearing on the Company GST portal.
- 5. If, as a result of any delay or default on his part, RCF Ltd., is rendered unable to avail ITC, he would, at his own cost, get the shortcoming rectified in the return to be filed immediately thereafter.
- 6. In case GST credit is delayed/ denied to RCF reversed subsequently as per GST law, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing

- such ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to RCF, GST amount shall be recoverable from Vendor/Supplier/Contractor along with interest levied/ leviable on RCF.
- 7. In the event of delay getting ITC to RCF Ltd., due to reasons attributable to the Vendor/Supplier/Contractor, RCF Ltd., reserves the right to recover interest at 12% on the tax credit so available for the number of days the ITC was delayed. RCF may recover such amount from the Security Deposit or any such Deposit / Credit Balance / future payments. Accordingly, RCF will raise Invoice/Debit note on the Vendor/Supplier/Contractor.
- 8. RCF Ltd., reserves the right to suspend / cancel / terminate the contract in the event of frequent / multiple / repeated defaults by the Vendor/Supplier/Contractor in complying with the above requirements as per GST and Vendor/Supplier/Contractor shall be put under Holiday list as mentioned in the Contract
- 9. In case the short coming is not rectified by the Vendor/Supplier/Contractor and RCF ends up in reversal of credits and / or payments, Vendor/Supplier/Contractor is fully liable for making good all the loss incurred by RCF as a result of default.
- 10. Advance payments □ Vendor/Supplier/Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along tax invoice after adjusting advance payments as per Contractual terms and GST Provisions.
- 11. Anti-profiteering

 Vendor/Supplier/Contractor agrees unconditionally that any benefit arising, either directly or indirectly, out of implementation of GST is mandatorily passed on to RCF Ltd.
- 12. Anti-profiteering / Re-negotiation □ As far as the un-executed portion, as on 30th June, 2017, of the Contract is concerned, it is lawful for the Company to renegotiate the compensation payable for the balance part of the contract and the Vendor/Supplier/Contractor is under an obligation to pass on the benefit arising, either directly or indirectly, out of implementation of GST.
- 13. Any GST liability arising on RCF under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
- 14. In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by RCF. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then RCF shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by RCF.
- 15. To make the ITC is available to RCF promptly, the vendor / contractor undertakes to upload scanned copy of invoice with the supporting documents in the portal specifically designed for the purpose in RCF website within 3 days of dispatch /7 days of completion of service from his end. Non-compliance of the same shall attract the penal clauses as may be reasonably decided RCF.
- 16. Any late delivery i.e., delivery after the due date attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the Contractor that such damages become recoverable by RCF with applicable GST thereon.

SIGNATURE WITH STAMP (On all Pages)

ANNEXURE-IV

SCOPE OF WORK Duly signed & stamped copy to be submitted in Packet-6 of part I

Subject: Repairing and servicing of 500KW Solar Inverter along with its spares in 2MWp Solar Plant at RCF, Trombay Unit.

Brief description of Job:

It is planned to Repairing, maintenance and servicing of 500KW Solar Inverter in 2MWp Solar Plant at RCF Trombay unit.

Solar Inverter System details: -

Sr. No	Equipment	Model no	Technical
110	Photo voltaic inverter module Make:- Bonfiglioli vectron	NDIM0922 (Part 1 in system RPSND0500IN0020) SERIAL NO:-15011001	Output power :- 500 kw Voltage:- 360V 3 phase Current :- 802A
1	DC Fuse box Make:- Bonfiglioli vectron Identification no 1006b-02	RCC04FP25PAXXXXXXINNG01C1 SERIAL NO:-1505767	Output power :- 650 kw Voltage:- 1000V MAX Current :- 4 X 250A
	Photo voltaic inverter module Make:- Bonfiglioli vectron	NDIM0922 (Part 1 in system RPSND0500IN0020) SERIAL NO:-15011002	Output power :- 500 kw Voltage:- 360v 3 phase Current :- 802A
2	DC Fuse box Make:- Bonfiglioli vectron Identification no 1006b-02	RCC04FP25PAXXXXXXINNG01C1 SERIAL NO:-15057065	Output power :- 650 kw Voltage:- 1000V MAX Current :- 4 X 250A
	Photo voltaic inverter module Make:- Bonfiglioli vectron	NDIM0922 (Part 1 in system RPSND0500IN0020) SERIAL NO:-15031003	Output power :- 500 kw Voltage:- 360v 3 phase Current :- 802A
3	DC Fuse box Make:- Bonfiglioli vectron Identification no 1006b-02	RCC04FP25PAXXXXXXINNG01C1 SERIAL NO:-15057066	Output power :- 650 kw Voltage:- 1000V MAX Current :- 4 X 250A
	Photo voltaic inverter module Make:- Bonfiglioli vectron	NDIM0922 (Part 1 in system RPSND0500IN0020) SERIAL NO:-15031004	Output power :- 500 kw Voltage:- 360v 3 phase Current :- 802A
4	DC Fuse box Make:- Bonfiglioli vectron Identification no 1006b-02	RCC04FP25PAXXXXXXINNG01C1 SERIAL NO:-15057068	Output power :- 650 kw Voltage:- 1000V MAX Current :- 4 X 250A