

**Pre-qualification Details (to be submitted in packet 4 of part-I)**

**ANNEXURE – III**

**Please fill the details in front of each criteria mentioned below and upload this Annexure in packet 4 of part-I). Please upload signed & stamped copies of supporting documents in packet 5 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)**

<b>NAME OF BIDDER:</b>	
<b>Sr.</b>	<b>Pre-qualification Criteria</b>
<b>1</b>	GST Registration No. : (GST No.): GST No. is in the Name of : Address of Firm as per GST no:
<b>2</b>	PAN No : PAN No is in the Name of : Address of Firm as per PAN no :
<b>3</b>	PF Registration No. (enclose copy of Reg. certificate)
<b>4</b>	ESIC Registration No. (enclose copy of Reg. certificate)
<b>SIGNATURE WITH STAMP</b>	

TERMS & CONDITIONS**( KINDLY FILL THIS SHEET AND SUBMIT IN PACKET-6 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.

<b>NO.</b>	<b>DESCRIPTION</b>	<b>BIDDER CONFIRMATION</b> (Please put √ in front of your confirmation)
1	<b>Validity-</b> Contract shall be valid for the period of <b>One year</b> from the date of issue of the work order.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
2	<b>Payment Term:</b> <b>A) Part A (Supply part)</b> - 80% payment along with 100% taxes will be made on 30 th Day from the date of submission of bill to EES department after delivery of material with material entry challan and subject to acceptance of material by User department. Balance 20 % payment shall be made on 30 th Day from the date of completion of the installation, testing and commissioning job at site or six month after the delivery of the material whichever is earliest.  <b>B) Part B (Service Part)-</b> 100 % payment shall be made on 30 th Day from the date of submission of bill to EES department with service report after the completion of the installation, testing and commissioning job at site after deduction of Income Tax, on the basis of actual quantum of work executed	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
3	<b>Bid Validity:</b> offer should be valid for <b>120 days</b> from the date of tender opening.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
4	<b>Job completion period:</b> <b>A) Part A (Supply Part)</b> - Vendor to supply material within 6 weeks from the date of PO placement. <b>B) Part B (Service Part)</b> - Vendor to complete the job within 2 weeks from the date of site clearance.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
5	<b>Mutually Agreed Damages:</b> In case of delay in completion of the job beyond the stipulated time period mentioned in the respective job order, MAD shall be levied @ 1% per week or part there of subject to a maximum of 10% of the invoice value.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed

6	<p><b>Guarantee/ Warranty Period:</b></p> <p><b>A) Part A (Supply Part) - 12 Months from the date of Commissioning OR 18 Months from the date of Delivery to RCF, whichever is the earliest.</b></p> <p><b>B) Part B (Service Part) - Party to give one year warranty for the workmanship of the job.</b></p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
7	<p><b>Security Deposit (SD)/ Performance Bank Guarantee (PBG):</b> Successful Bidder shall furnish to RCF, Security Deposit for an amount of 3 % of basic contract value in the form of Bank Guarantee (BG) as per RCF format toward faithful performance of contract within 15 days of receipt of work order. Otherwise 3 % amount from bill shall be retained for SD. The same will be converted in to Performance Guarantee by extending the validity of above BG covering the warrantee period (Against workmanship for one year from the job completion date). Bank Guarantee shall be valid for the period of 27 month (12 Month work order validity + 12 Month performance guarantee + 3 Month claim period) from the date of issue of work order. Bank Guarantee shall be from any RCF approved Bank on Rs. 500/- stamp paper as per RCF format</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
8	<p><b>STATUTORY VARIATION CLAUSE:</b> Within contract period is in RCF scope and beyond contract period in party's scope.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
9	<p>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</p>	<b>Mandatory</b>
10	<p><b>FIRM PRICE:</b> PRICE SHALL REMAIN FIRM THROUGH OUT CONTRACT PERIOD</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
11	<p>Whether the party is registered under micro/small/medium enterprises act 2006 (please furnish the proof)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> NO
12	<p>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</p>	Mention UAM Number ..... ..... <input type="checkbox"/> Not Applicable
13	<p>Whether the <b>proprietor</b> of “<b>msme</b>” enterprise is from <b>SC/ST</b> category(please attach cast certificate issued by competent authority)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> NO
14	<p>WHETHER BIDDER IS CURRENTLY ON HOLIDAY LIST/BLACK LIST OR HAS BEEN PUT ON HOLIDAY/BLACKLISTED AT ANY PSU/GOVT. ORGANISATION. IF SO, GIVE DETAILS.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> NO
15	<p>AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY, GST &amp; Tax Compliance Clauses</p>	<input type="checkbox"/> Agreed

	(NOTE: NON ACCEPTANCE OR DEVIATION TO RCF'S STANDARD TERMS AND CONDITIONS MENTIONED IN ENQUIRY DOCUMENTS WILL LEAD TO REJECTION OF OFFER, NO CORRESPONDENCE SHALL BE DONE FOR CLARIFICATIONS)	<input type="checkbox"/> Disagreed
16	<b>Penalty for delay in bill submission-</b> The bill with supporting documents must be submitted within 30 days from the date of completion of job(Part B)/ Supply of Material (Part A). 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 maximum of 5% of invoice value shall be applicable	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
17	<b>Taxes and Duties:</b> Please mention SAC/HSN code with GST % for each item mentioned in Annexure-VI.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
18	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	<b>Mandatory</b>

### 19 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 VI).

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 VI).



## Tax compliance clauses related to GST To be obtained on the letter head of the tenderer

1. Vendor/Supplier/Contractor shall submit documents related to GST Registration such as GST Registration certificate/certificates active as on date of participation in the tender and also supporting documents if the Vendor/Supplier/Contractor /Contractor is registered under Composition Scheme. If unregistered under GST, give a declaration to that effect.
2. Vendor/Supplier/Contractor shall notify the company if it ceases at any time to be registered under GST and also if obtains a new GST registration.
3. If Vendor/Supplier/Contractor is having multiple GST registrations, should intimate the company from which GSTIN invoices will be preferred.
4. Vendor/Supplier/Contractor shall submit the periodicity of filing GST returns applicable to him.
5. Vendor/Supplier/Contractor shall intimate the company about applicability of e-invoicing, SAC /HSN codes for the goods /services supplied by him along with the applicable GST rate as on date of participation in tender. If due to any subsequent amendment/notification under GST Act, there is any change in the tax rates; vendor shall update the company for the same by submitting such notification.
6. Vendor/Supplier/Contractor /Contractor shall ensure timely submission of **Invoice(s)/Bill of Supply /Receipt Voucher or any other document** as per rules/ regulations of GST Act with all required supporting document(s) within a period specified in Contracts/ LOA.
7. Vendor shall submit separate invoices for services rendered based on company's request for necessary compliance under GST as the case may be.
8. The vendor undertakes to file all required Returns, deposit taxes and details required to be submitted under GST laws & rules as per due dates prescribed. The vendor also agrees to do all things including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the company to claim or verify any Input Tax Credit, set off, rebate or refund in relation to any GST payable under the Agreement entered/Work Order/Purchase Order
9. 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 the company as per GST Act provisions.
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 Act Provisions.
11. Acceptance /Deemed Acceptance of E way bill for FOR deliveries should not be construed as acceptance of the material by the company and the company reserves the right to inspect the material and rejections if any would be subsequently adjusted by the Vendor by issuing Credit note for shortages/rejections.
12. The company reserves a right to review the Vendor/ supplier invoices to ensure that they are GST compliant and in case of any discrepancy observed, the supplier shall arrange to submit tax compliant invoice, only upon which payment shall be processed.
13. Vendor/Supplier/Contractor would promptly pay GST for the supplies made to the company and would upload returns within the prescribed time as per GST Act.
14. In the event of default on his part in payment of tax and submission / uploading of monthly returns, the company is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/Contractor corrects the default /gets the shortcomings rectified at his own cost and / or complies with the requirements of GST Act and produces satisfactory evidence to that effect or upon invoice /debit note/credit note appearing in GSTR2A of the Company on the GST portal.
15. In case GST credit is delayed/ denied to the company and 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 the company, GST amount shall be recoverable from Vendor/Supplier/Contractor along with interest levied/ leviable on the company by GST authority.
16. In the event of delay in getting ITC to the company due to reasons attributable to the Vendor/Supplier/Contractor, the company reserves the right to recover interest at 12% on the tax credit so available for the number of days the ITC was delayed. The company may recover such amount from the Security Deposit or any such Deposit / Credit Balance / future payments. Accordingly, the company will raise Invoice/Debit note on the Vendor/Supplier/Contractor.
17. In case the short coming is not rectified by the Vendor/Supplier/Contractor and the company ends up in reversal of credits and / or payments, Vendor/Supplier/Contractor is fully liable for making good all the loss including interest on the tax credit so available for the number of days the ITC was denied.
18. In case of any GST liability arising on the company under reverse charge, Vendor/Supplier/Contractor shall ensure timely submission of invoice. In case of goods such invoices should not be more than 30 days old and in case of services not more than 60 days old, so as to facilitate the company to discharge GST liability on the due dates as prescribed under GST Law. In case of any default towards discharge of GST liability under reverse charge by the company due to any lapses on account of vendor, the applicable interest/penalty etc. will be recovered from the vendor.
19. In case of receiving any notice / intimation from GST authority to the company towards non-compliance by



vendor, till the time , necessary rectification has been carried out by the vendor and proof of the same has been submitted to the company.

20. Any late delivery i.e., delivery after the due date or delay in submission of invoices or any other delays, attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the vendor/supplier /Contractor that such damages become recoverable by the company with applicable GST thereon.
21. 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 the company. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then the company 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 the company.
22. The company 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 requirements as per GST Law and Vendor/Supplier/Contractor shall be put under Holiday list as mentioned in the Contract.

**Signature and Seal of the tenderer**

**SCOPE OF WORK**  
(to be submitted in packet 7 of part-I)

**A SUPPLY PART (Part A):**

1. Supply of Rafter, Bracing and plate for 173 solar module table shall be supplied by the vendor. The material with dimension shall be exactly same grade which is existing in the Solar Plant. Vendor to quote separate in price bid format.
2. 26 Nos solar module shall be supplied by the vendor. The Rating of the solar module shall not be less than the existing solar module rating available at solar plant. Vendor to quote separate in price bid format.
3. If further any of the items which is not mentioned and are essential to complete the repairing, party have to supply the same at no extra cost.

**B SERVICE PART- REMOVAL, INSTALLATION AND COMMISSIONING (Part B) :**

The scope of work shall include porting of delivered material from stores to the solar plant location. All other arrangements except crane and truck for lifting from the store and shifting at solar plant site are in the vendor scope.

Vendor to arrange all type of tools and tackle for the removal of damaged parts and installation of new parts. If any special tools or machine are required for the job vendor to arrange the same at no extra cost.

1. Removal of damaged parts from the damaged table with all the precaution including safety are in the vendor's scope.
2. Removal of damaged solar module from the damaged table with all the precaution including safety are in the vendor's scope
3. Installation of new parts in the damaged table with all the precaution including safety are in the vendor's scope.
4. Installation of new solar module from the damaged table with all the precaution including safety are in the vendor's scope.
5. All the power and control cable disconnection and reconnection during table repairing job shall be in the party's scope.
6. All necessary tools, tackles along with chain pulley blocks, slings, wire ropes etc. shall be in the scope of bidder. Bidder has to produce test certificate of the lifting apparatus from certified authority if required.
7. Removed damaged structural material to be shifted by the vendor as directed by RCF engineer within the RCF premises. Hydra, truck, crane shall be provided by RCF if required.
8. Anything which is not mentioned and is essential to complete the job shall be in the vendor's scope.

**Note:**

1. The bidder should **visit the site** to see the existing arrangement and get all clarifications from user department before bidding if any.
2. Bidder's representative and RCF's engineer will carry out a joint inspection of the material received from the vendor at site before commencing the job. The vendor will supply any shortfall noticed during this inspection and also while execution of the work.

**C TIME SCHEDULE:**

- i) Vendor to supply material within 6 weeks from the date of PO placement.
- ii) Vendor to complete the job within 2 weeks from the date of site clearance.

**D DRAWING APPROVAL**

- i) Period for submission of drawing/test report: 21 Days
- ii) Period for RCF dispatch clearance: 07 days
- iii) Period for delivery of material after final drawing approval : 14 days

**E INSPECTION CLAUSE:**

Before dispatching party have to submit all the dimensional drawing and test certificate of all the hardware material including solar PV module which are used for the rectification of the solar module table.

Subjected to the submitted drawing and test report by the party RCF will give dispatch clearance. Even if RCF feel for the inspection of the material, the same to carry out by the RCF engineer. In that case vendor to intimate at least 3 days in advance.

**F GUARANTEE:**

- 1. 12 Months from the date of Commissioning OR 18 Months from the date of Delivery to RCF, whichever is the earliest.
- 2. Party to give one year warranty for the workmanship of the job.

**The guarantee/ warrantee shall cover following but not limited to the same**

- 1. Correct and faultless calculation, design and manufacture.
- 2. High reliability under normal and continuous operation
- 3. High quality of material and services
- 4. Compliance with specified norms and standards.
- 5. Within the specified period of guarantee, the supplier shall replace any faulty material, service without any additional cost or delay.

**G CONTRACT VALIDITY PERIOD:**

Contract validity period shall have 1 year from the date of PO Placement.

**H** The bidder shall give the point wise compliance in their offer. **BIDDER TO CONFIRM THE COMPLETE COMPLIANCE TO RCF SPECS IN TOTO.**

**I** RCF is ISO 9000, 14000 and OSHAS 18000 certified company. As compliance to OSHAS system, during Site execution, all the safety rules are strictly to be followed. As per RCF terms, any violation of safety rules at work place during execution of job will lead to momentary penalization and repeated violation will lead to termination of site work

**J Police Verification Clause:**

It is mandatory that character & antecedent's verification must be made of each & every contract labour prior to giving permission to enter inside RCF factory premises. Contractor must submit PVC of manpower to be deputed for site job. Entry permission on the basis of valid Passport is not allowed. Even passport holders have to apply for PVC. Without PVC, no entry permission shall be granted. A one-time 15-day temporary permission can be granted on the basis of submission of a copy of on-line application form of PVC & its payment acknowledgement slip along with a copy of PAN / Aadhar card/ Election card of that particular labour.