

B) Total Maintenance Contract :

- i) The CONTRACTOR shall be responsible for Maintenance of the PLANT so as to maintain the PLANT in good operating conditions and demonstrate minimum 15% Capacity Utilization Factor on annual basis.

The maintenance shall include monthly preventive maintenance service visits till the completion period of maintenance contract. During the visit, cleaning of the panels & tightening of the connections shall be carried out.

The service personnel of the CONTRACTOR will make routine monthly maintenance visits till the completion period of maintenance contract. Apart from this any complaint registered or service calls received or faults notified, the CONTRACTOR's service personnel should reach the site within 2 days and attend to the defects or faults and rectify the same or replace the faulty systems if needed within shortest possible time.

The deputed personnel shall be in a position to check and test all the equipment regularly, so that preventive actions, if any, could be taken well in advance to save any equipment from damage.

Normal and preventive maintenance of the SPV power plants such as cleaning of module surface, tightening of all electrical connections, changing of tilt angle of module mounting structure, etc. are also the duties of the deputed personnel during maintenance visits ,which shall be minimum twice in a month.

During maintenance period, if there is any loss or damage of any component due to mismanagement or due to any other reasons pertaining to the deputed personnel, what-so-ever, the CONTRACTOR shall be responsible for immediate replacement or rectification.

Proper repainting, re-coating of exposed surfaces to prevent rusting & replacement of worn out parts shall be carried out along with the maintenance of the PCU, SPV Array, SCADA system etc.

The CONTRACTOR shall submit a Detailed Annual Maintenance schedule to RCF within 15 days of the placement of the Work order. The CONTRACTOR shall also submit a detailed report every month to RCF about the maintenance carried out in the concerned period.

The separate work order shall be lined up for 5years AMC. The total payable fee towards 5 year maintenance will be paid on subsequent yearly basis. Bidder shall give break up of AMC charges for 5 years.

- ii) CAPACITY UTILIZATION FACTOR (CUF)

The CONTRACTOR shall be required to meet minimum Capacity Utilization Factor (CUF) of 15% during the Total Maintenance period.

CUF shall be determined after completion of each year upto 5 years (starting from the date of FINAL ACCEPTANCE) based on the total annual generation from PLANT, measured and recorded in KWh at Inverter output as under:

CUF = PLANT output in kWh for the year/ (30kW X 365 X 24) For both units

3.2 PERFORMANCE GUARANTEES

- A) The GUARANTEED PERFORMANCE RATIO (GPR) of the PLANT shall not be less than 75%. The GPR shall be demonstrated vide PR test as per clause no. 3.1 A ii).
- B) The GUARANTEED CAPACITY UTILIZATION FACTOR (CUF) of the PLANT shall not be less than 15%. The CUF shall be demonstrated as per clause no. 3.1 B ii).
- C) For not meeting the 15% Annual CUF guarantee

At the end of every year during the Total maintenance period of 5 years, the Annual CUF shall be computed as per clause 3.1 B (ii) for each SITE individually.

In case of failure to meet the Minimum Annual CUF guarantee of 15% (for each SITE separately), the CONTRACTOR shall be liable to pay Mutually Agreed Damages as under:

Mutually Agreed Damages = (Average Annual Imported electricity Tariff for the year) X {(30KWp X 24 X 365 X 15%) – (KWh generated as inverter output for the year)}

The Mutually Agreed Damages, for not meeting the Annual CUF guarantee, shall be recovered from any amount payable to the CONTRACTOR including the Maintenance charges and / or deducted from the Security Deposit cum Performance Bank Guarantee. In case of deduction from the Performance Bank Guarantee, the CONTRACTOR shall immediately replenish the Bank Guarantee to the value equivalent to 10% of the Total Contract Value.

In addition to remittance of MAD, the CONTRACTOR shall take necessary steps for rectification/ repairing/ restoring/replacing the faulty items so as to bring back the performance of the PLANT to satisfactory level, failing which RCF shall have the right to terminate the CONTRACT.

RCF reserves the right to claim damages and Costs for non-fulfillment of warranty, apart from forfeiting un-paid amount if any, in the event of unsatisfactory maintenance.

3.3 Warranty

- i. The mechanical structures, electrical works including power conditioners/ inverters/ charge controllers/ maximum power point tracker units/distribution boards/digital meters/ switchgear, etc. and overall workmanship of the SPV power plants/ systems must be warranted against any manufacturing/ design/ installation defects for a minimum period of 5 years from date of FINAL ACCEPTANCE. The Warranty shall include replacement of all parts or components found defective irrespective of whether the defect was a manufacturing defect.
- ii. PV modules shall be warranted for their output peak watt capacity, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years. PV modules shall be warranted for any manufacturing defect of bad workmanship for a period of 25 years from the date of FINAL ACCEPTANCE. This warranty shall be backed up in the form of manufacturer's warranty.
- iii. All the Warranties provided by manufacturer's /suppliers/shall be passed on to RCF.
- iv. The Warranty Certificates to the above effects must be furnished by the CONTRACTOR along with the delivery of these equipment at SITE. Any defect noticed during warranty period should be rectified/replaced by the CONTRACTOR free of cost upon due intimation by RCF or as deemed necessary.
- v. The Warrantee Card to be supplied with the Solar PV Power Plant must contain the details of the system supplied, as given in the **Annexure- C**. The CONTRACTOR can provide additional information about the system.

3.5 PAYMENT TERMS. (30 days payment terms)

- A. **80 % payment for 'material supply' part will be released after receipt of material within 30 days and balance 20% payment will be released within 30 days after satisfactory installation and commissioning of the Solar PV Power Plant. Installation and commissioning of Solar PV Power Plant shall be start immediately after receipt of material at RCF site provided technical inspection of material from RCF Engineer.**
- B. **The payment of INSTALLATION and COMMISSIONING of the Solar PV Power Plant will be release within 30 days after satisfactory installation and commissioning of the Solar PV Power Plant and Upon FINAL ACCEPTANCE. Separate work order will be lined up for installation and commissioning of the Solar PV Power Plant.**
- C. **The separate work order shall be lined up for 5years AMC. The total payable fee towards 5 year maintenance will be paid on subsequent yearly basis. Bidder shall give break up of AMC charges for 5 years.**
- D. RCF may withhold payment to such extent as may be necessary to protect itself from loss on account of:
 - i) Not meeting the conditions of the warranty as per clause 3.3

- ii) Defective work not remedied.
- iii) Damage to another CONTRACTOR or to RCF property and probable filing of claims.
- iv) For other reasons mentioned elsewhere in this Work Order.

3.6 PERIOD FOR THE COMPLETION OF THE CONTRACT.

- A) Time is the essence of the CONTRACT. The CONTRACTOR shall complete all the work as per the scope defined under clause 3.1 A, within **3 MONTHS** from the date issue of PURCHASE ORDER.
- B) Total Maintenance period of the PLANT shall be for 5 years and shall begin on the date of FINAL ACCEPTANCE of the PLANT

WARRANTY CERTIFICATE		
Name & Address of the Manufacturer/Supplier		
Name & Address of the Purchasing Agency		
Date of Erection of system		
PV Module a) Make b) Model c) Serial No (List Enclosed) d) Wattage under STC e) Warrantee valid up to		
Electronics & Inverter a) Make b) Model c) Serial No d) Warrantee valid up to		
Other BOS a) Make b) Model c) Serial No d) Warrantee valid up to		
Designation & Address of the person to be contacted for claiming Warrantee obligations		
Date Place	(Signature) Name Designation Name & Address of the Manufacturer /Supplier (SEAL)	

Pre-qualification Details (to be submitted in packet 3 of Part-I)**ANNEXURE – 10**

(NOTE: 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.	Pre-qualification Criteria		
1	A) Technical Capability/Capacity: The BIDDER should have experience of having successfully completed contracts for Design, Engineering, Supply, Installation, Testing and Commissioning of grid connected solar PV power generation plants with at least one project of 30KWp or above rated capacity solar power plant in last seven years from ending last day of month previous to the one in which applications are invited. BIDDER shall submit successful completion certificate along with detailed PO/WO from the concerned utility/Client company. (Fill details as per any one criteria mentioned above and submit PO copies in packet 4 for verification) Kindly submit self-attested supporting documents for the details given above.		
	Sr.	PO No. & Date	PO Value (in Rs.)
	1		
	2		
	3		
2	Turnover during last three financial years (Required minimum Avg. turnover of Rs. 69.46 lakh) However bidder should have financial turnover of at least 8.68 Lakhs every year during last three financial years (Please submit Turnover Certificate issued by your CA for following Financial years in packet 4 for verification OR submit P&L statements of following years in packet 4)		
	Sr.	Financial Year	Amount (Rs.)
	1	2017-18	
	2	2018-19	
	3	2019-20	
4	average		
3	Bank Solvency Certificate (Minimum Rs. 13.89 lakh) Issued by your banker within last One Year from the scheduled date of submission of bid. or credit ratings from reputed institution such as CRISIL, ICRA etc., or Financing/Credit limits from banks as on date etc. Please upload this certificate in packet 4		Name of Bank: Certificate date: Solvency Value:
SIGNATURE WITH STAMP			

Kindly submit self-attested supporting documents for the details given above.

CONDITIONS RELATED TO INTEGRITY

RCF is committed to ensure that it carries its business with integrity and transparency. The Company has framed rules to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling RCF to procure/ undertake the Project/Work(Delete what is not applicable) at a competitive price in conformity with the defined specifications by avoiding the high costs and the distortinary impact of corruption on public procurement, and Enabling BIDDER to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and RCF will commit to prevent corruption, in any form, by its officials.

RCF has therefore laid down the following transparent procedures (wherever required is referred to as the 'Integrity Pact') which is expected to be adhered by the Company as well as the BIDDER:

1. Commitments of RCF:

- 1.1 RCF undertakes that no official of RCF, connected directly or indirectly with the Project/Work, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any other person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 RCF will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular Bidder in comparison to other BIDDERS.
- 1.3 In case any preceding misconduct on the part of any official(s) is reported by the BIDDER to RCF with full and verifiable facts, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by RCF and such a person shall be debarred from further dealings related to contract process. In such a case while an enquiry is being conducted by RCF the proceedings under the contract would not be stalled.

2. Commitments of BIDDER:

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the RCF, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of RCF or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with RCF for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with RCF.
- 2.4 BIDDER shall disclose the name(s) and address(es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-contractors.
- 2.5 BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 2.6 The BIDDER further confirms and declares to RCF that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to recommend to RCF or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose complete details of any payments made, is committed to or intends to make to any officials of RCF or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties, interested in the contract, to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the

- contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of completion or personal gain, or pass on to others, any information provided by RCF as part of the business relationship, such as plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to ensure that no information is divulged to others.
- 2.11 The BIDDER commits to refrain from giving any complaint in connection with the Project, directly or through any other manner, without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third party to commit any of the actions aforesaid.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the employees of RCF, or, if any relative of an employee of RCF has financial interest/stake in the BIDDER, the same shall be disclosed by the BIDDER at the time of filing the tender. The term 'relative' for this purpose would be as defined in Companies Act, 1956 or any modifications thereof.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of RCF.

3. Previous Transgression

- i. The BIDDER declares that no previous transgression occurred in the last three years, in respect of any corrupt practices envisaged hereunder, and/or with any Public Sector Enterprises/ Government department that could justify BIDDERS exclusion from the tender process.
- ii. The BIDDER agrees that if it makes any incorrect statement in the bid, BIDDER can be disqualified from the tender process of the contract, and if already awarded, the Contract can be terminated for such reason.

4. Earnest Money / Security Deposit

- 4.1 The value and the validity of the Earnest Money / Security Deposit required to be given by bidder shall be as mentioned in NIT.
- 4.2 In case the successful BIDDER violates any of the terms of NIT, RCF shall be entitled to forfeit the EMD/SD without assigning any reason.

5 Sanctions for violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle RCF to take all or any one of the following actions, wherever required: -
- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by RCF, without assigning any reason therefor.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by RCF, together with interest thereon at 2% higher than the prevailing Lending Rate of State Bank of India or at 2% higher than LIBOR as may be applicable based on whether the bidder is an Indian party or a foreign party. If any outstanding payment is due to the BIDDER from RCF in connection with any other contract for any other Project/Work/ Supply, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by RCF, along with interest.
- vi) To terminate all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to RCF resulting from such termination and RCF shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar/blacklist the BIDDER from participating in future bidding processes of RCF for a minimum period of five years, which may be further extended at the discretion of RCF.
- viii) To recover all sums paid, in violation of this Pact by BIDDER to any middleman or agent or broker, with a view to securing the contract.
- ix) In case where irrevocable Letters of Credit have been opened in respect of any contract signed by RCF with the BIDDER, the same shall not be operated.

- x) Forfeiture of Performance Bond in case of a decision by RCF to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 RCF will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (x) also on the Commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of RCF to the effect that a breach of the provisions of the conditions has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the Bidder can approach the Independent Monitor appointed for the purposes of this Pact.

6. Facilitation of Investigation

In case of any allegation of violation of any provisions of these terms or payment of commission, RCF shall be entitled to examine all the project documents of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

7. Law and Place of Jurisdiction

Indian Law shall be applicable to the NIT and Courts in Mumbai shall have Jurisdiction.

8. Other Legal Actions

The Actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9. Validity

- 9.1 The validity of this Integrity Pact shall be from date the NIT is issued and extend up to two years from the date of last payment under the contract. In case BIDDER is not awarded Contract/Purchase Order, this Integrity Pact shall expire after twelve months from the date of issue of the NIT.
- 9.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
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RESTRICTIONS UNDER RULE 144 (XI) OF THE (GFRS) 2017

Restrictions under Rule 144 (xi) of the General Financial rules (GFRs) 2017

NOTE: Bidder should give declaration and certificate as per Office Memorandum no. 6/18/2019-PPD dt 23.07.2020 issued by Department of Expenditure under Ministry of Finance and conditions under Rule 144 (xi) shall be applicable to this notice inviting tender.

- I. Any bidder from a country which shares land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any persons or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated here before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above under:
 1. In Case of a company of Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. **"Controlling ownership interest"** means ownership of an entitlement to more than twenty-five percent. Of Shares or capital or profits of the company.
 - b. **"Control"** shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is person employed to do any act for another, or to represent another in dealings with third person.
- VI. [for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/bidder fulfils all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"