RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR
(An ISO 9001 : 2015 & 14001 : 2015 "Mini Ratna" Central Public Sector Enterprise)
2, KANAKPURA INDUSTRIAL AREA, SIRSI ROAD,
JAIPUR-302034
Tel No: 0141-2471083,
e-mail: deepak.gupta@reil.co.in website: www.reiljp.com

NOTICE INVITING TENDER FOR RATE CONTRACT FORSUPPLYOFSOLAR CELL 4.50 WATT, 4.60 WATT & 4.67 WATT

TENDER NO. REIL/MM/20-21/IND/E-PROC./20055	**DATED 06.08.2020**

Important Dates

Last Date & Time for submitting e- tender:	**21/08/2020 upto 5.00PM**
Date & Time for opening of e-tenders	**22/08/2020 at 5.00 PM**

Kindly note that only online bid will be considered against this tender

THIS TENDER DOCUMENT CONTAINS

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RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/20-21/IND/E-PROC./20055

NOTICE INVITING TENDER REIL/MM/20-21/IND/E-PROC./20055

This is a Notice Inviting Tender (NIT) for rate contract of **SOLAR CELL 4.50 W, 4.60 W & 4.67 W** asper description and terms &conditions specified hereinafter:

1.**1 Item Description &Quantity:**

Sr. No	P/No.	Description	Qty (Nos)
01	422127	Multi Crystalline Silicon Solar Cells Wattage 4.50 Watt	200000
02	422125	Multi Crystalline Silicon Solar Cells Wattage 4.60 Watt	200000
03		Multi Crystalline Silicon Solar Cells Wattage 4.67 Watt	200000

1.2 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 REIL will be out rightlybe rejected. Tender documents can be downloaded from our websiteorwebsite of CPPPwww.eprocure.gov.in.Final bids are to be submitted on websitewww.eprocure.gov.in.Any changes modification in the tender enquiry will be intimated through above Websites only. Tenderer are therefore, requested to visit our Websites regularly to keep themselves updated.

The bidder shouldhave a valid Digital Signature certificate issued by any of the valid certifying Authorities to participate in the online tender.The bids shall be uploaded in electronic form only through e-tendering system on websitewww.eprocure.gov.in

1.3 Bid should be submitted as per following instructions only:

Documents (duly signed on each page) to be uploaded in the e-tender portal as per checklist. 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 may results into rejection of your offer and no Communication shall be done for submission of documents.

Price Bid:- Price Bid i.e. item rate BOQ given with tender is to be uploaded after filling all relevant information like basic prices, taxes & duties. 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 will not be accepted by the system)

Annexure-I

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/20-21/IND/E-PROC./20055

TERMS AND CONDITIONS OF THE TENDER

1. REIL will have right of pre-despatch inspection for any or all lot by their own or authorized representative and pre-despatch inspection report will be part of dispatch document for inspected lot.

2. Order will be placed on L1 bidder. However REIL reserve the right to offer L1 rates to other qualified bidders also.

3. Vendor has to execute running order for pending quantity if any on final rate of this tender, if tender in his favour& rate finalized is lower than running rate.

4. Part-I (Technical and Commercial Offer) to be opened by the REIL committee

5. Part-II (Price Offer): Only those bidders whose offers are technically and commercially acceptable after evaluation of the technical and commercial offer will be opened & evaluated by the committee.

6. Quantity may increase/decrease of any item as per our requirement.

7. Based on the response to the Tender, REIL reserves the right to extend the last date of submission of Bids and to reschedule the opening of “Part-I” & “Part-II”. Information regardingextension of date will be available on web site eprocure.gov.in only.

8. As per directives of CENTRAL VIGILANCE COMMISSION, GOVERNMENT OF INDIA, One Agent can not represent two or more suppliers or quote on theirbehalf in a particular tender for single item. If so found at any stage, their offer will not be considered.

9. Risk Purchase: In case of delays in supplies / defective supplies or non fulfillment of any other terms and conditions given in Purchase Order the purchaser may cancel the urchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier Vendors do not agree to the above RISK PURCHASE CLAUSE and ineventuality of RISK PURCHASE, may be banned for business with REIL

10. Supplier should not be blacklisted in any PSUs/Government/Semi Government / Quasi Government department in India , as on date of submission of bid. In this regard supplier (manufacturer) has to furnish undertaking that they are not blacklisted by any of the above mentioned organization.

11. REIL reserves the right to postpone the date of receipt of bids, accept or reject any bid without assigning any reason

Annexure-II

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/20-21/IND/E-PROC./20055

Process Compliance Form

(Tenders are required to print on their company's letter head and signed, stampbefore uploading)

To

M/s. RAJASTHAN ELECTRONICS &INSTRUMENTS LTD.,
2, KANAKPURA INDUSTRIAL AREA, SIRSI ROAD,
JAIPUR-302034

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 tenderNo.REIL/MM/20-21/IND/E-PROC./20055

We hereby confirm the following:-

1) The undersigned is authorized representative of the company.
2) We have carefully gone through the NIT, Tender Documents and the Rules governing the e-tendering as well as this document.
3) We will honor the Bid submitted by us during the e-tendering.
4) We undertake that if any mistake occurs while submitting the bid from our side, we will honor the same.
5) We are aware that if REIL has to carry out e-tender again due to our mistake, REIL has the right to disqualify us for this tender.
6) We confirm that REIL 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, problem with the PC, digital signature certificate or any other unforeseen circumstances etc.

With regards

Signature with company seal

Name-
Designation
E-mail Id:
Mob No:

Annexure –III (a)

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/20-21/IND/E-PROC./20055

TECHNICAL SPECIFICATION OF SOLAR CELL 4.5 WATT

S.No.	PARAMETER REQUIRED	REIL SPECIFICATION	OFFER STATUS*	
			COMPLIED / NOT COMPLIED	DEVIATION IF ANY
1	Size	156*156 ± 1.0mm / 156.75*156.75 ± 1.0 mm for >4.50W Solar Cells		
2	Type of Cell	4/5 Busbar Multi Crystalline Silicon Solar Cell		
3	Thickness of Cell (including paste on back/ front)	200 +/- 20 µm		
4	Bending (Bow)	≤ 2.0mm		
5	Front Bus-Bars	Width ≥ 0.8 mm		
6	Back Bus-Bars	Back - Silver Continuous/Discontinuous with Aluminium BSF (Preferred Width ≥ 1.0 mm)		
7	Distance between the centre lines of the Bus-Bars	To be specified by the manufacturer & should be same for Front & Back Bus-Bar		
8	Linear Shift of Screen from Center of Cell	≤ 0.25 mm on either side		
9	Radial Shift of Screen from the Edge of the Cell (Front/ Back)	≤ 1°		
10	Anti Reflection Coating	Preferred - PECVD Silicon Nitride (Deep Blue Color)		
11	VISUAL			
	A) Cell should be free from			
	· Any crack/micro crack/pin holes			
	· Surface chip on the front surface of the Cell.			
	· Edge Chipping			
	· Grid lines missing in the cell.			
	· Cut in the grid lines of size more than 1 mm on 2 or more lines.			
	· Smudges of the paste on the front side of the cell			
	· Visible mismatch in the colour/pattern of the cell.			
	· Visible spot/patches on front side of the cell.			
	· Any other visually observable marks, scratch or mechanical damage.			

12	Packing of Solar Cell	Packing of solar cells shall be export worthy to avoid micro cracks / cracks during transit. Preferably 100 nos. of solar cells should be vacuum packed & then packed tightly in a shock proof thermocol box. One box should contain solar cells in power band of 0.05W		
13	Information	The supplier shall provide information regarding type of cell, crystal structure, resistivity,orientation, thickness and wattage of cells packed in each box on a sticker, and the same shall be affixed on each box.		

All specified parameters are at STC (25^0 C Ambient, 100mW / cm^2 irradiance and AM 1.5 Spectrum)				
S.No.	**PARAMETER REQUIRED**	**SPECIFICATION**		
1	Open Circuit Voltage	> 0.62Volts		
2	Short Circuit Current	>8.90 Amps		
3	Peak Power Pmax	≥ 4.50 Watts		
4	Voltage at Peak Power Vmax	≥ 0.510 Volts		
5	Minimal shunt resistance (Rsh)	≥ 4 Ohms		
6	Maximal series resistance (Rs)	≤ 12.5 mili Ohms		
7	Temperature coefficients	Please mention the values in %/K in offer		
	- for Pmax	~ -0.40 %/K		
	- for Voc	~ -0.32 %/K		
	- for Isc	~ +0.050 %/K		
8	Fill Factor	≥ 0.78		
9	PID	Cells should be PID free		
10	MAKE			
SIGNATURE WITH STAMP				

Annexure –III (b)

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/20-21/IND/E-PROC./20055

TECHNICAL SPECIFICATION OF SOLAR CELL 4.60 WATT

S.No.	PARAMETER REQUIRED	REIL SPECIFICATION	OFFER STATUS*	
			COMPLIED / NOT COMPLIED	DEVIATION IF ANY
1	Size	156*156 ± 1.0mm / 156.75*156.75 ± 1.0 mm for ≥4.60W Solar Cells		
2	Type of Cell	5 Busbar Multi Crystalline Silicon Solar Cell		
3	Thickness of Cell (including paste on back/ front)	200 +/- 20 µm		
4	Bending (Bow)	≤ 2.0mm		
5	Front Bus-Bars	Width ≥ 0.8 mm)		
6	Back Bus-Bars	Back - Silver Continuous/Discontinuous with Aluminium BSF ,Width ≥ 1.0mm		
7	Distance between the centre lines of the Bus-Bars	To be specified by the manufacturer & should be same for Front & Back Bus-Bar		
8	Linear Shift of Screen from Center of Cell	≤ 0.25 mm on either side		
9	Radial Shift of Screen from the Edge of the Cell (Front/ Back)	≤ 1°		
10	Anti Reflection Coating	Preferred - PECVD Silicon Nitride (Deep Blue Color)		
11	VISUAL			
	A) Cell should be free from			
	· Any crack/micro crack/pin holes			
	· Surface chip on the front surface of the Cell.			
	· Edge Chipping			
	· Grid lines missing in the cell.			
	· Cut in the grid lines of size more than 1 mm on 2 or more lines.			
	· Smudges of the paste on the front side of the cell			
	· Visible mismatch in the colour/pattern of the cell.			
	· Visible spot/patches on front side of the cell.			
	· Any other visually observable marks, scratch or mechanical damage.			

12	Packing of Solar Cell	Packing of solar cells shall be export worthy to avoid micro cracks / cracks during transit. Preferably 100 nos. of solar cells should be vacuum packed & then packed tightly in a shock proof thermocol box. One box should contain solar cells in power band of 0.05W		
13	Information	The supplier shall provide information regarding type of cell, crystal structure, resistivity,orientation, thickness and wattage of cells packed in each box on a sticker, and the same shall be affixed on each box.		

All specified parameters are at STC (25^0 C Ambient, 100mW / cm^2 irradiance and AM 1.5 Spectrum)				
S.No.	**PARAMETER REQUIRED**	**SPECIFICATION**		
1	Open Circuit Voltage	> 0.623 Volts		
2	Short Circuit Current	> 9.00 Amps		
3	Peak Power Pmax	≥ 4.60 Watts		
4	Voltage at Peak Power Vmax	≥ 0.513 Volts		
5	Minimal shunt resistance (Rsh)	≥ 4 Ohms		
6	Maximal series resistance (Rs)	≤ 12.5 mili Ohms		
7	Temperature coefficients	Please mention the values in %/K in offer		
	- for Pmax	~ -0.40 %/K		
	- for Voc	~ -0.32 %/K		
	- for Isc	~ +0.050 %/K		
8	Fill Factor	≥ 0.78		
9	PID	Cells should be PID free		
10	MAKE			
SIGNATURE WITH STAMP				

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/20-21/IND/E-PROC./20055

TECHNICAL SPECIFICATION OF SOLAR CELL 4.67 WATT

S.No.	PARAMETER REQUIRED	REIL SPECIFICATION	OFFER STATUS*	
			COMPLIED / NOT COMPLIED	DEVIATION IF ANY
1	Size	156*156 ± 1.0mm / 156.75*156.75 ± 1.0mm for > =4.67 W Solar Cells		
2	Type of Cell	5 Busbar Multi Crystalline Silicon Solar Cell		
3	Thickness of Cell (including paste on back/ front)	200 +/- 20 µm		
4	Bending (Bow)	≤ 2.0mm		
5	Front Bus-Bars	Width ≥ 0.8 mm)		
6	Back Bus-Bars	Back - Silver Continuous/Discontinuous with Aluminium BSF ,Width ≥ 1.0mm		
7	Distance between the centre lines of the Bus-Bars	To be specified by the manufacturer & should be same for Front & Back Bus-Bar		
8	Linear Shift of Screen from Center of Cell	≤ 0.25 mm on either side		
9	Radial Shift of Screen from the Edge of the Cell (Front/ Back)	≤ 1°		
10	Anti Reflection Coating	Preferred - PECVD Silicon Nitride (Deep Blue Color)		
11	VISUAL			
	A) Cell should be free from			
	· Any crack/micro crack/pin holes			
	· Surface chip on the front surface of the Cell.			
	· Edge Chipping			
	· Grid lines missing in the cell.			
	· Cut in the grid lines of size more than 1 mm on 2 or more lines.			
	· Smudges of the paste on the front side of the cell			
	· Visible mismatch in the colour/pattern of the cell.			
	· Visible spot/patches on front side of the cell.			
	· Any other visually observable marks, scratch or mechanical damage.			
12	Packing of Solar Cell	Packing of solar cells shall be export worthy to avoid micro cracks / cracks during transit.		

		Preferably 100 nos. of solar cells should be vacuum packed & then packed tightly in a shock proof thermocol box. One box should contain solar cells in power band of 0.05W		
13	Information	The supplier shall provide information regarding type of cell, crystal structure, resistivity,orientation, thickness and wattage of cells packed in each box on a sticker, and the same shall be affixed on each box.		

All specified parameters are at STC (25^0 C Ambient, 100mW / cm^2 irradiance and AM 1.5 Spectrum)				
S.No.	**PARAMETER REQUIRED**	**SPECIFICATION**		
1	Open Circuit Voltage	> 0.625 Volts		
2	Short Circuit Current	>9.05 Amps		
3	Peak Power Pmax	≥ 4.67 Watts		
4	Voltage at Peak Power Vmax	≥ 0.515 Volts		
5	Minimal shunt resistance (Rsh)	≥ 4 Ohms		
6	Maximal series resistance (Rs)	≤ 12.5 mili Ohms		
7	Temperature coefficients	Please mention the values in %/K in offer		
	- for Pmax	~ -0.40 %/K		
	- for Voc	~ -0.32 %/K		
	- for Isc	~ +0.050 %/K		
8	Fill Factor	≥ 0.78		
9	PID	Cells should be PID free		
10	MAKE			
SIGNATURE WITH STAMP				

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/20-21/IND/E-PROC./20055

Commercial Terms &Conditions(Solar Cell 4.50 Watt ,4.6 Watt and 4.67 Watt)

S/No	Description	Offer status	
		Complied	Deviation if any
1	REIL would like to deal directly with the manufacturer .Only manufacturers are eligible to quote in the tender 100% Qty of the tender of each type of solar cell is reserved for domestic vendors (Indian Manufacturers)		
2	Vendor should have a minimum of 50 MW per annum production capacity for crystalline silicon solar cells.		
3	The vendor should have cumulatively supplied 4.0 MW of crystalline silicon solar cells of ≥ 4.50 watts to Indian customers during the period from July 2019 to June,2020(supporting documents to be enclosed).		
4	Bidder should quote the fixed prices for entire contract period on FOR Kanakpura, Jaipur.		
5	Rate Contract Quantity:- Quantities mentioned are estimated Rate Contract quantity. Purchase Order will be released time to time on requirement against rate contract.		
6	Rate Contract Period:- We would like to have rate contract up to 30-10-2020. In case, it is not possible then Vendor may indicate applicable contract period.		
7	Taxes and duties: The taxes and duties are to be clearly mentioned, if any in BOQ.		
8	Delivery schedule: Quantity is to be supplied on the monthly shipment basis as mutually agreed. Delivery period may be extended by REIL, if required on mutual consent .		
9	Supply Capacity : Party should mention maximum delivery capacity of ordered solar cell on 2 weeks lead time basis.		
10	If Purchase Order is placed and goods are supplied defective then supplier will be responsible for replacement against defective goods. All expenditure pertaining to replacement will be borne by supplier.		
11	Bidder/Vendor should have completed successfully Purchase Order/Rate Contract released on him by REIL if any.		
12	Values of all Temperature coefficients in %/K are required along with each supply of solar cells.		
13	We require minimum 4.50W ,4.60 Watt and 4.67 Watt Solar Cell. If party offer for more wattage cells in particular category, payment will be made only for 4.50W, 4.60 Watt and 4.67 Watt in that category.		
14	Tolerance: Plus or Minus 5% tolerance in quantity & corresponding value is allowed.		
15	Payment terms: 100% on 90 days L/C from the date of LR/BL. Note:- Either of following will form part of L/C document 1) Scanned copy of OK Inspection report of REIL. OR 2) Pre- dispatch OK Inspection report from Third Party Inspection agency designated by REIL[SGS/TUV/UL/BureauVeritas]. Charges for Third Party Inspection agency to be borne by the supplier.		
16	Validity: Offers must be valid for at least 45 days from the date of opening of the tender.		

17	Test/qualification certificate: All consignments must be accompanied by a test report and qualification certificate from the manufacturer of the product indicating compliance with the required specification. The supplies are liable for outright rejection by REIL without such certificate.		
18	BOQ : Please note that we require cell price unit wise. Please quote your rates in each row of BOQ.		
19	Sample:- The vendors who has not supplied these cells earlier should submit sample of 140 nos. of each watt of solar cells free of cost to REIL for evaluation and acceptance before due date of the Tender. Only those vendors, whose samples qualify in our acceptance criteria, can be considered. Data sheet, specifications and TUV or its equivalent and/ or UL certificates should be submitted along with the samples and quote.		
20	New Vendor: New vendor will be considered for trial order subject to approval of sample and suitablity of terms and conditions. Further order will be released based on performance in trial order .		
21	REIL reserve the right to split the quantity and award on two or more vendors as per the production/ project requirement. The following norms would be adopted in case of split of quantity: If the lowest quoting vendor is an approved vendor and the second lowest is also approved vendor to REIL, 100% of the tender quantity would be split amongst the approved vendors only in the ratio of 70:30 at the rate and terms applicable in the tender, keeping in view the objective that the per unit landed cost to REIL in case of purchase from L1 or L2 approved vendor remains same. In exceptional cases quantity may be split between L1, L2 and L3 in the ratio as per the requirement on case to case basis.		
22	L.D. Clause: If the delivery of the items is not made by the stipulated date, the party shall have to pay liquidated damages @ 1.0% of the value of the items per week, subject to a maximum of 10 % of the unit delivered price of each unit so delayed.		
23	Disputes: In case of any dispute the decision of Managing Director, Rajasthan Electronics & Instruments Limited, Jaipur will be final and binding on both the parties. Further dispute, if any, will be settled in the court of Law at Jaipur jurisdiction only.		
24	**Price Variation Clause:** Price Variation Clause will be applicable for the unit rate in the P.O. to take care of market trend in Solar Cell Price. The unit price in the P.O. will be varied as the variation in the average price of Multi Cell as per www.pvinsights.com, displayed under the heading " Solar PV Cell weekly Spot Price". The reference price will be average price of Multi Cell as on Techno Commercial bid opening date. The unit rate in the P.O. will be allowed to vary (increase/ decrease) for each lot of supply , in the ratio of 1:1 for variations (increase/ decrease) in average price of Multi Cell prevailing on invoice date with respect to the reference price. For example if there is a change in the average price of Multi Cell by 2% between rates on the date of technical bid opening and that on date of supply as per www.pvinsights.com the unit price in PO (price/ No) will be changed by 2%. Note: Fluctuations in currency exchange will not make any impact in the price varition clause.		
25	**Acceptance of Reverse auction:-** REIL reserve the right to adopt reverse auction at any point of time after technical evaluation, at its discretion. REIL may also open the price bid at its discretion.		
SIGNATURE WITH STAMP			

Annexure –V

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/20-21/IND/E-PROC./20055

GENERAL TERMS AND CONDITIONS

1) AMENDMENT

Except as otherwise provided herein, no addition, amendment to or modification of the Contract shall be effective unless it is in writing and signed by and on behalf of both parties.

2) SEVERABREILITY

In the event that any or any part of the terms conditions or provisions contained in the Contract shall be determined invalid, unlawful or unenforceable to any extent such term, condition or provision shall be served from the remaining terms, conditions and provisions that shall continue to be valid and enforceable to the fullest extent permitted by law.

3) CONFIDENTIAL TREATMENT

It is understood and agreed that data, know-how and other such proprietary information that was provided or will be provided by either party, will remain confidential.

4) RELATIONSHIP OF THE PARTIES

REIL relationship with Supplier will be that of a Business Associate, and nothing in this Contract shall be construed to create a relationship, joint venture, partnership.

5) CONSTITUTION OF THE FIRM

(**5.1)** The bidder should be registered under any of the following categories as on date of floating of tender.

- **A. Company**
- **B. Sole Proprietor firm**
- **C. Partnership firm**
- **D. Joint Venture (JV)**

(5.2)

A. In case of company, tender document must be signed and sealed by Chief Executive of Company or any person authorized by CEO or by any person authorized by resolution of board of directors. Memorandum of Association and notarized Power of Attorney should be uploaded with tender.

B. In case of Sole Proprietor firm, the bidder must submit (Original/Notarised) affidavit certifying the Sole Proprietorship of firm before date of opening of bid. The bid document must be signed and sealed by authorised person.

C. In case of Partnership firm this firm should be registered with registrar of firms. The bid document must be sealed and signed by any authorized person. The authorization given in partnership deed or other notarized document must be uploaded.

D. In case of Joint Ventures, Signed and Sealed bid document by any authorized person duly authorized by all JV members must be uploaded. Original copy or duly notarized copy of JV agreement must be uploaded.

E. In case of society signed and sealed bid document must be uploaded before tender opening date. Power of Attorney (Original/Notarised) in favour of tender signatory must be submitted.

6) INDEMNITY

REIL and the Supplier will indemnify, defend, and hold harmless each other and its divisions, successors, subsidiaries and affiliates, the assigned of each and their directors, officers, agents and employees from and against all liabilities, claims, losses, and damages of any nature, including, without limitation, all expenses (including attorney's fees), cost, and judgments incident there to REIL and REIL's obligations under this indemnity will survive the expiration, termination, completion or cancellation of this Contract or an order hereunder.

7) FORCE MAJURE

REIL and the Supplier shall not be under any liability to each other or to any other party in any way whatsoever for the destruction, damage, delay or any other matters of the nature arising out of reasons beyond the control of either party, including but not limited to a war, rebellion, civil commotion, strikes, lock-outs and industrial disputes; fire, explosion, earthquake, Act of God, flood, drought, bad weather, requisitioning or other act or order by any government department, council or other constituted body, and similar other reasons.

8) RESTRICTION ON EMPLOYMENT

Both the parties have agreed that they will not recruit any members of staff of other party directly or indirectly.

9) ARBITRATION

All disputes arising out of this contract and questions relating to its interpretation etc. shall be referred to the contract committee headed by ED/GM and if not resolved shall be referred to the sole arbitration of Managing Director, Rajasthan Electronics & Instruments Ltd., for his decision, which shall be final and binding on both parties. The Venue of Arbitration proceedings shall be at Jaipur.

10) RISK AND COST

In the event of failure on the part of the contractor in the supply, installation and commissioning of goods and services, which is required in view of the pending orders, REIL shall be entitled to cancel the remaining order and procure the outstanding quantity through other sources at risk and costs of the contractor.

11) TERMINATION OF CONTRACT:

REIL shall be entitled to terminate this Contract, in the event of any or all or any of the following events, with a written notice of 15 days with due consent of the supplier:-

i. has abandoned the Contract
ii. has without valid reason failed to supply the goods in respect of the contract or has suspended the progress of supply of equipment
iii. persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just and proper cause

12) DURATION OF CONTRACT

This contract shall take effect on the day of execution of this contract and shall endure upto 30.10.2020 and renewable as per mutual agreement.

13) GOVERNING LAW

This contract and its validity, interpretation and performance will take effect and be governed under the laws of India. Venue in any action in law or equity arising from the terms and conditions of this contract shall be the court of appropriate jurisdiction in Jaipur, Rajasthan (India)

14) SPLITTING OF TENDER QUANTITY BETWEEN BIDDERS

REIL reserve the right to split the quantity and award on two or more vendors as per the production/ project requirement. The following norms would be adopted in case of split of quantity:

If the lowest quoting vendor is an approved vendor and the second lowest is also approved vendor to REIL, 100% of the tender quantity would be split amongst the approved vendors only in the ratio of 70:30 at the rate and terms applicable in the tender, keeping in view the objective that the per unit landed cost to REIL in case of purchase from L1 or L2 approved vendor remains same. In exceptional cases quantity may be split between L1, L2 and L3 in the ratio as per the requirement on case to case basis.

15) PREFERENCE TO MSE

1. 25% of the tendered quantity is earmarked for MSE suppliers in this tender
2. Out of the 25% tendered quantity reserved for MSE suppliers, 20% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs.
3. 1n case MSE vendor participating in the tender quotes within the price band of L1+15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.

16) INDIGENOUS MANUFACTURER

Indigenous manufacturer shall be given preference for promotion of indigenous products to maximum subject to meeting quality standards and specifications.

17) NO NEAR RELATIVE CLAUSE

The bidder should give a certificate that none of his/her near relative is working in REIL as defined below along with their technical bid as per the attached Annexure . In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and REIL will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in REIL's Tender. The near relatives for this purpose are defined as:- (a) Members of a Hindu undivided family. (b) They are husband and wife. (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

Annexure –VI

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/20-21/IND/E-PROC./20055

Authorization Certificate

To

Date

DGM (MM),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area,
Jaipur-302034
Rajasthan

Dear Sir,

We M/s. ……..are authorizing M/s. …….. to submit tender document in reference to your tender no **REIL/MM/20-21/IND/E-PROC./20055 Dated 06-08-2020**for supply of Solar Cell 4.50 Watt , 4.60 Watt & 4.67 Watton our behalf .They are authorize to carry out communication and negotiations on our behalf. Order shall be placed on them for supply of material.

On behalf of company :	Authorized Person details :
Signature :	Name of Company:
Name :	Signature :
Designation :	Name :
Landline No.:	Designation :
Mobile No.:	Landline No. :
Mobile No. :	
Seal :	Seal :

Annexure-VII

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/20-21/IND/E-PROC./20055

CERTIFICATE FOR NON BLACK LISTING

To

Date

DGM (MM),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area,
Jaipur-302034
Rajasthan

Dear Sir,

We M/s. ……..confirm that we are notblacklisted in any PSUs/Government/Semi Government /Quasi Government department in India , as on date of submission of bid. This undertaking is submitted to the best of my knowledge. If at any stage it is found wrong then REIL may take necessary action against us.

On behalf of company ……

Name and Designation

Annexure-VIII

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/20-21/IND/E-PROC./20055

UNDERTAKING OF NO NEAR RELATIVE

To

Date

DGM (MM),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area,
Jaipur-302034
Rajasthan

Dear Sir,

I……S/o…… R/o…… hereby certify that none of my relatives) as defined in the tender document is/are employed in REIL unit as per details given in tender document. In case at any stage, it is found that the information given by m is false/incorrect, REIL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

On behalf of company ……

Name and Designation

Annexure-IX

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/20-21/IND/E-PROC./ 20055

Check List for tender document to be uploaded on E- Procurement website

Sr. No.	Required Documents	Submitted (Y/N)
1	Sealed and signed Notice Inviting Tender.	
2	Sealed and signed Terms and Conditions of the Tender(Annexure-I)	
3	Sealed and signed process compliance form. (Annexure-II)	
4	Sealed and Signed Technical Specification of Solar Cell 4.50 Watt (Annexure – III (a)	
5	Sealed and Signed Technical Specification of Solar Cell 4.60 Watt (Annexure – III (b)	
6	Sealed and Signed Technical Specification of Solar Cell 4.67 Watt (Annexure – III (c)	
7	Sealed and signed commercial terms & conditions of tender (Annexure-IV)	
8	Sealed and signed general terms & conditions of tender (Annexure-V)	
9	Authorization certificate as per annexure VI.	
10	Sealed & signed under taking as per annexure-VII from manufacture for nonblack listing.	
11	Sealed & signed under taking of No Near Relative (Annexure VIII)	
12	Check list for tender document to be uploaded on E- Procurement website (Annexure-IX).	

For any queries regarding tender, please contact:

Name: Shubham Patel
Designation: Engineer
Contact No: 0141- 2471083
E-mail id- mm@reil.co.in

For further escalation, please contact:

Name: Mr. Deepak Gupta
Designation: Deputy General Manager
Contact no: 0141-2471083
E-mail id-deepak.gupta@reil.co.in

Signature Not Verified
Digitally signed by DEEPAK GUPTA
Date: 2020.08.06 12:55:27 IST
Location: eProcure-EPROC