

#### RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

(An ISO 9001: 2015 & 14001: 2015 "Mini Ratna" Public Sector Enterprise)

#### 2, KANAKPURA INDUSTRIAL AREA, SIRSI ROAD,

#### **JAIPUR-302034**

Tel No: 0141-2470908, 07727011727

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NOTICE INVITING TENDER FOR "Installation-Commissioning with 5 years maintenance period of 2000 kWp grid connected SPV Power Plant(s) at Rooftop of various buildings in Jaipur,

Rajasthan from regular/ approved vendors"

TENDER NO REIL/RE/20-21/PP/20079 dated 01.10.202	TENDER NO.	. REIL/RE/2	0-21/PP/20079	dated 01	.10.2020
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**Important Dates** 

Last Date & Time for submitting e- tender: 15/10/2020 up to 16.00 Hrs

Date & Time for opening of e-tenders 16/10/2020 at 16.00 Hrs

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

# RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR NOTICE INVITING TENDER NO. REIL/RE/20-21/PP/20079

This is a Notice Inviting Tender (NIT) for Installation-Commissioning with 5 years CMC of 2000 kWp grid connected SPV Power Plant(s) at Rooftop of various buildings in Jaipur, Rajasthan as per description and terms & conditions specified hereinafter:

#### **Item Description:**

S. No.	Description
1.	Installation-commissioning with 5 years CMC period of 2000 kWp grid connected
	SPV Power Plant(s) at Rooftop of various buildings in Jaipur, Rajasthan

**1.2 E-Tendering Procedure:** The work shall be carried out through sub mission of online tenders only. No offer in physical form will be accepted and any such offer if received by REIL will be out rightly rejected. Tender documents can be downloaded from our website <a href="www.reiljp.com">www.reiljp.com</a> or website of CPPP <a href="www.eprocure.gov.in">www.eprocure.gov.in</a>. Final bids are to be submitted on website <a href="www.eprocure.gov.in">www.eprocure.gov.in</a>. Any changes modification in the tender enquiry will be intimated through above websites only. Tenderer are therefore, requested to visit our Website regularly to keep themselves updated.

The bidder should have 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 website <a href="https://www.eprocure.gov.in">www.eprocure.gov.in</a> .

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.

Only those bidders who are approved/Empanelled with REIL for required Installation and commissioning work can quote against this tender.

<u>Price Bid:-</u> Price Bid format given with tender is to be uploaded after filling all relevant information like basic prices, taxes & duties. The Price bid should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (remaining or changing format of price sheet will not be accepted by system). **REIL reserve the right to distribute the work.** 

#### RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

#### **Process Compliance Form**

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

To

Manager (RE) M/s Rajasthan Electronics & Instruments Limited 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 tender No.:- REIL/RE/20-21/PP/20079

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 etendering 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 honour 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.

Signature	with company	seal

Name:

Designation:

With regards

E-mail Id:

#### A) ELIGIBILITY CONDITIONS:

#### Bidder must fulfill following criteria:-

1. Experience in Installation & Commissioning of at least one Single project of 30 kWp Grid Connected SPV Power Plant and Cumulative 100kWp Grid Connected SPV Power Plant Systems during last three financial year (i.e 2017-18, 2018-19, 2019-20). (Installation-commissioning certificates shall be required by Bidder with dully verified by Owner/beneficiary)

#### B) FINANCIAL CAPABILITY, EXPERINCE:-

1. Firm should have a minimum average turnover of Rs. 10 Lakh/year in last three financial years. (i.e 2017-18, 2018-19, 2019-20(provisionally)).

#### Bidder should submit following documents along with Technical bid on website:-

- 1. Bankers Report.
- 2. Audited Balance sheet for last three years.
- 3. Turnover and networth value duly certified by CA. (Networth should be positive)
- 4. Photocopy of the last Three years Income Tax Return.
- 5. Experience in Installation, Commissioning and maintenance of SPV Power Plant Systems. (attached verified documents such as I&C and maintenance certificate.
- 6. Photocopy of GST/service tax registration No., TIN no., PAN no.
- 7. Any other relevant documents

<u>NOTE:-</u> Only those bidders who are registered/Empanelled with REIL for Installation & Commissioning of Solar Systems, can quote against this tender.

#### (C) OTH ER CONDITIONS:

- a) Responsibility for executing Contract: The bidder is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.
- c) The bidder shall not sublet transfer or assign the contract to any part thereof without the written permission of the Manager (RE). In the event of the bidder contravening this condition, Manager(RE) be entitled to place the contract elsewhere on the bidders account at his risk and the bidder shall be liable for any loss or damage, which the Manager(RE), may sustain in consequence or arising out of such replacing of the contract.
- d) <u>Document</u>: The bidder should have a valid PAN / TAN /GST NO & other statutory document as applicable and produce attested copies of such certificates along with the tender papers in Technical Bid, failing which the tender is liable to be rejected. Check list be attached.
- e) <u>Right to accept / reject</u>: REIL reserves the right to reject any or all tender without assigning any reason whatsoever. Also, the REIL authority reserve the right to **award** any or part or full contract to any successful agency at its discretion and this will be binding

on the bidder.

- f) The quantity of the SPV Systems shown in the tender can be increased or decreased to any extent depending upon the actual requirement.
- g) <u>Assistance to bidder</u>: The bidder shall not be entitled for assistance either, in the procurement of raw materials required for the fulfillment of the contract or in the securing of transport facilities.

#### D) Electrical Bidder License

- The work shall be carried out by the bidder, having valid Electrical Bidder License for carrying out installation-commissioning work under the direct supervision of the persons holding valid certificates of competency issued by the State Government.
- The successful BIDDER shall furnish the names and particulars of the certificate of competency of supervisor and workmen to be engaged for carrying out this work.

#### E) PRICES:

- a. Prices are to be quoted in Indian Rupees.
- b. Prices quoted in the Price/Financial Bid must be meaningful and measurable in the context.
- c. The prices quoted must be per Watt Peak (Wp) shown in the BOQ.
- d. Price must be quoted in original sheet of BOQ failing which the same is liable to be rejected
- e. Offer shall be valid for 90 days from the date of bid opening
- f. Work may be distributed on L1 prices.
- g. Work can be distribute among more than 1 bidder on L1 price.

#### Scope of Work (REIL Jaipur):

The following material will be supplied for Roof Top Grid Connected SPV Power Plant by M/s REIL Jaipur:

S. No.	Description of Work
1.	300-330Wp SPV Modules
2.	Module Mounting Structures
3.	String Inverters with Data logger
4.	Cable 1Cx4sq mm CU unarm cable for interconnection of SPV Modules
5.	Cable 2Cx4sq mm CU unarm cable for interconnection of SPV Modules
6.	Array Junction Boxes
7.	AC Cable of suitable size for String Inverter to LT Panels
8.	LT Panel
9.	Earth electrode
10.	Lightning arrester
11.	Energy Meters

12.	MIP Boxes
13.	Fire Fighting Equipments (Fire extinguisher, Fire bucket etc.)

### **Scope of Work (Vendor/Electrical Bidder):**

The following material is required for installation & commissioning of Power Plant:

S.	Description of item	Rating	Make	Quantity
No.	1	8		
1.	MCCB/MCB with enclose & with locking facility	16/32/63/100A/250A 440V, 4Pole & Hire rating as per plant capacity	Schneider/ABB/Le grand/ Havells any reputed ISI mark	As per site design/Site Requirement
2.	Isolator switch	As above	Schneider/ABB/Le grand/ Havells any reputed ISI mark	As per site design/Site Requirement
3.	AC Combiner Box	As per plant capacity	L&T or any reputed ISI mark	As per Requirement
4.	Power Sockets	As per requirement	Reputed make	As per requirement
5.	MC4 Connector	Appropriate for 1CX 4 sq mm Cu armored cable	Reputed make	(Male-Female) as per site required
6.	Ring type Copper lug crimping type	As per cables size (make Dowelles etc.)	Dowelles or any reputed ISI make	Lumpsum quantity required for combiner box connections
7.	Ring type Alu. Lug crimping type	Appropriate for Alu. armoured cable	Dowelles or any reputed ISI make	Lumpsum quantity required for LT Panel
8.	Ferrule (Alphabetic & Numeric)	Good quality rubber make UV Resistance	ISI mark UV Resistance	Lumpsum quantity required for nomenclature of connections for each end
9.	PVC/Flexible conduit pipe HDPE Type	Good quality UV Resistance (IS mark)	Modi/Jindal/Jain/fi nlex or HDPE ISI mark with	Lumpsum quantity required for series/ Parallel connections
10.	GI Cable tray	Suitable Size of GI cable tray (perforated type)	Reputed make	As per site requirement
11.	Cable ties	UV resistant cable ties	_	As per requirement
12.	Cable Glands Single compression heavy duty (Make: Comet)	Required as per Cu armoured cable at PCU output & load panel connection	Comet	As per requirement
13.	Sign boards for arrays, PCU, control room, Caution sticker (format attached) etc	Wall mounted and separate structure mounted Al channeled painted signboards		as per site
14.	Hot dipped GI strip	25X3 (in mm) size Hot dipped GI strip for earthing and LA connections		As per requirement

15.	Sanitary fitting for Module Cleaning arrangement with pressure Motor pump	1 H.P pressure Motor pump for lifting water and Grid of sanitary fitting around the Modules		1 H.P pressure Motor pump for each SPV Plant Minimum 4 Tap required for each SPV Plant. 0.5 H.P pressure Motor pump with Minimum 2 Tap required for below 100 kWp SPV Plant.
16.	Rubber Pipe flexible	Good Quality, UV Resistance (IS mark)	Reputed Make ISI marked	For cleaning the Modules.
17.	Installation accessories ladders, safety belts/shoes etc required for safe I&C of Power plants	Required for installation of Power Plant		As per site requirement
18.	Any other item/material/services for completion of the particular job as well as commissioning of Power Plant	Meeting to IS standards		As per site requirement for safe and standard commissioning of Power Plant

NOTE:- It is advised to bidder to prior visit of site before submission offer.

The scope of work of bidder for the project is as under:

- Safety and security of the Materials at Site.
- Insurance shall be in bidder's scope till handover the system.
- Material required such as cables glands, tags, cable trays, GI Strip for earthing material & item mention in above list etc. to complete job.
- Installation & commissioning of String Inverter, Energy meters, Accessories etc.
- Installation of earthing material and lightning system, testing and commissioning of complete earthing and lightning system as per specification requirement.
- Laying, Termination, Glanding, Ferruling of all interconnecting cables among sub array, String Inverter, Coduting, Cable Trays and load panel etc.
- Wiring of complete solar system as per requirement.
- Testing of DC/AC wiring as per requirement.
- The scope of work of the bidder is to complete the I &C of SPV Power Plant.
- REIL shall handover all material at Site.
- Any other work tools & takels required for completion of the project shall be arranged by the bidder.
- Meter testing, CT testing in Discom Lab and liasioning with Discoms in the scope of bidder
- All necessary items/manpower/arrangements required for Proper and Safe Installation & Commissioning of Power Plant will be arranged by the agency/Bidder. Any material/item other then mentioned in Scope of work (REIL) which is required for I&C of Power Plants is in scope of the agency.
- Bidder shall take all necessary steps, follow up & liasoning towards the Net Metering arrangements.
- Bidder will take necessary statutory approvals/ clearances from all concern departments, Electrical Clearance from department etc. for installation & commissioning of Power Plant.
- Bidder shall re-arrange the existing AC wiring if required.

- All arrangements for their deployed workman/manpower at site will be take care by the agency.
- Bidder/agency shall give declaration that site has been visited and all information towards timely completion of project has been collected and taken care before quoting for the above enquiry.
- Prices quoted must be firm and fixed. No price variation/escalation shall be allowed.
- Bidder shall arrange all the manpower and material required for inter-connection of the SPV Power Plant to the load.
- After successful installation commissioning of the Power Plant Bidder shall get a certificate of installation, commissioning and satisfactory operation from beneficiary as per requirement of work order. The scope of work also includes verification of documents from the customer.
- After installation commissioning of the Power Plant Bidder shall arrange the inspection of Power Plant from customer/ designated agency/ REIL as per work order requirement and expanses, if any, shall be borne by bidder.
- Bidder shall install and commission the Power Plant in the stipulated time given by the agency.
- The payment of bidder shall be released after release of payment from agency.
- Bidder will submit weekly Project Execution Plan (PEP) along with offer. In which bidder gives the details that how will project accomplished. Bidder shall be also submit the PERT CPM for project scheduling & Management..

#### The following works will be carried out by the bidder at site. .

#### 1. Civil work for mounting structures of SPV module

- 1.1 Bidder shall prepare foundations (300 mm (L) X 300mm (W) X 100 mm (H) size) or as per site requirement for installation of Modules Mounting Structures complete with plaster and White Wash color. Any other civil work required for installation- commissioning of the Power Plant shall be carried out by bidder as per work order requirement and to the REIL satisfaction.
- 1.2 Preparation of cement, concrete (mixing of 10mm & 20mm size) & mortar foundation in ratio of 1:2:3 for all MS Mounting Structures as per layout/drawing enclosed (layout may be changed subject to requirement of site)
  - A. Size of foundation :- 300 mm (L) X 300mm (W) X 100 mm (H)
  - B. Nos. of GI bolts use in each foundation: 04 Nos
  - C. Nos. of Foundation :- as per requirement
- 1.3 Bidder shall supply and fix the HIT-V rod (Make: Hilti or equivalent) for Strengthening of foundation. Specifications are as under:-

Anchor Size	M10/M12
Materials	Threaded rod , Steel galvanized $\geq 5$ micro meter
Length of Anchor	Minimum 220 mm
Washer ISO 7089	Steel galvanized $\geq$ 5 micro meter  Hot dipped galvanized $\geq$ 45 micro meter

Nut EN ISO 4032	Strength class of nut adapted to strength
	class of threaded rod .
	Stainless Steel 1.4401 ; 1.4404; 1.4578; 1.4571; 1.4439; 1.4362
	Strength class of nut adapted to strength class of threaded rod.
	High corrosion resistant Steel 1.4529 ;
	1.4565

#### **Installation equipment**

Anchor Size	M10/M12 min.
Chemical	HILTI HY -170 or equivalent

- 2. Fixing & Installation of solar system equipments
- 1. Fixing of SPV module.
- 2. Fixing of Mounting structure & Accessories.
- 3. String Inverter with data loggar.
- 4. Installation of Export-Import & Solar Meter.
- 5. Lighting Arrestor
- 6. All the cables.
- 7. Wiring of complete SPV Power Plant & testing, commissioning of the same.
- 8. Danger/Caution Sign board.

## Note:- defect liability period is 5 years from date of commissioning and handing over the Power plant(s) to beneficiary.

#### 3. Installation of Earthing material and Lightning system, testing and commissioning

- Earthing including earthing pits, earth electrodes, earthing strips, grounding conductor of various sizes, Cu strip for flange jumper and Cu earth plates etc as per specification/standard drawing.
- Lightning surge protection must be provided for the SPV array and other solar system components.
- GI pipes, GI Cable-trays and accessories, cable markers, identifier tags, GI saddles and all other associated accessories as required for cable laying.
- FLP type double-compression nickel-plated brass cable glands, tinned-copper lugs, clamping material etc. for cable termination.
- Fabrication and supply of MS frames, supports, canopies and brackets for miscellaneous electrical equipments, including welding, supply of bolts, nuts etc for mounting and other necessary supplies, all inclusive of painting etc as required.

#### 4. JET PUMP 1 HP or 1/2 HP (CROMPTON/ KIRLOSKOR/EQUIVALENT)

As per site requirement, 1 H.P or 1/2HP BIS approved surface pumps shall be installed for each SPV

Power Plant. Suitable Nos of water outlets shall be provided through B-class ISI Marked GI Pipes for cleaning of the modules.

#### 5. STANDARDS:

The work shall be carried out in the best workmanlike manner in conformity with this specification, the relevant specifications/codes of practice of Indian Standard Institution, approved drawings and instructions of the Engineer-in-Charge or his authorized representative issued from time to time. In case of any conflict between the standards, the instructions of Engineer-in-Charge shall be binding.

#### **6. EARTHING NETWORK:**

The earthing installation shall be done in accordance with the earthing drawings, specifications and the standard drawings.. The entire earthing system shall fully comply with the Indian Electricity Act and Rules framed there under.

#### 7. TESTING:

Earthing systems/connections shall be tested as follows:

- 1. Resistance of individual electrodes shall be measured by MEGGER after disconnecting it from the grid.
- 2. Earthing resistance of the grid shall be measured after connecting all the electrodes to the grid. The resistance between any point on the metallic earth grid and the general mass of earth shall not exceed 1 ohm.
- 3. The resistance to earth shall be measured at the following:
- 4. At each electrical system earth or system neutral earth.
- 5. At each earth provided for structure lightning protections.
- 6. At one point on each earthing system used to earth electrical equipment enclosure.
- 7. At one point on each earthing system used to earth wiring system enclosures such as metal conduits and cable sheaths or armor.

#### 8. LIGHTNING PROTECTION:

Lightning protection system shall generally comprise lightning finials (air terminals), roof conductors, down conductors, test links, and earth electrodes. The number, types, materials and sizes shall be in accordance with the drawings.

#### 9. MISCELLANEOUS MATERIALS SPECIFICATIONS-

**Connectors & Termination:** Cable terminations shall be made with aluminium/tinned copper crimped type solder less lugs of M/s Dowells make or approved equivalent for all aluminium conductors and stud type terminals.

**Cable Identification-**Cable tags shall be of 2 mm thick, 20 mm wide aluminium strap of suitable length to contain cable number, equipment no., etc.

**Ferrules**-Ferrules shall be of approved type size to suit core size mentioned and shall be employed to designate the various cores of control cable by the terminal numbers to which the cores are connected for case in identification and maintenance.

**Cable Glands**- Cable glands to be supplied shall be nickel-plated Brass double compression type of reputed make.

**Cable Trays** -This shall be either prefabricated hot dip galvanised sheet steel tray of sutaible Size.

#### **Cable Laying**

All cable routes shall be carefully measured and cables cut to the required lengths, leaving sufficient lengths for the final connection of the cable to the terminal of the equipment. The various cable lengths cut from the cable reels shall be carefully selected to prevent undue wastage of cables.

#### **AC Combiner box**

Bidder shall provided AC Combiner box for parallel connection of more than Two inverters. The Combiner box should be reputed ISI approved Make.

#### 10. COMPLETION PERIOD

Installation and commissioning of the SPV system should commence immediately after release of work order and Installation & commissioning should be completed within 12 Weeks from the date of work order/Site clearance issued by REIL & may be extended depends upon the field situation with prior permission from REIL

**General terms:** Bidder shall follow all the provisions as per labour law (including piece rate and petty bidders) shall comply fully with all laws and statutory regulations pertaining to engagement, payment and upkeep of labour in India.

#### 11. DRAWING

Successful bidder shall submit the Drawing of General Arrangement (3D view) of SPV Modules, AC/DC wiring, Losses calculation, PVsyst report and any other reports required by REIL for approval.

#### 12. MAINTENANCE SERVICE

Free maintenance services shall be provided by the successful bidder during the period of 5 years, no payment will be made on this account as it is included in the cost of I & C and 5 years maintenance work. This Maintenance service will included such as cleaning of module in every 30 days to maintain the CUF more than 15% yearly, check loose connection of terminal and nut bolt, performance of SPV Plant etc. successful bidder shall submit maintenance certificate as per schedule.

#### 13. PREVENTIVE & ROUTINE MAINTENANCE: -

Successful bidder will provide maintenance services for a period of 5 years from the date of commissioning. Preventive maintenance of Solar PV Systems shall be carried out for satisfactory running. It shall include such checks and maintenance activities at least routine quarterly maintenance visits and submit quarterly maintenance certificate. which are required to be carried out on the components of the Solar PV Systems to minimize the breakdown and to ensure smooth and trouble free running of the Solar PV Systems. successful bidder shall be responsible to carry out

the routine & preventive maintenance services and shall provide all labor, materials for the same. successful bidder will submit the maintenance certificate dully signed by customer/ authorized person of beneficiary as per Annexure- B .

#### 12. GENERATIONS DETAILS

Vendor shall submit monthly Solar generation details and Solar Meter reading of individual Power Plant to REIL as per format provided by REIL.

#### GENERAL TERMS & CONDITIONS OF THE CONTRACT

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

#### 5) INDEMNITY

REIL and the Vendor 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.

#### 6) FORCE MAJURE

REIL and the Vendor 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.

#### 7) RESTRICTIN ON EMPLOYMENT

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

#### 8) 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.** 

#### 9) RISK AND COST

In the event of failure on the part of the bidder 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 bidder.

#### 10) 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 Vendor:-

- i. has abandoned the Contract
- ii. has without valid reason failed to complete the projects in respect of the contract.
- 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.

#### 11) DURATION OF CONTRACT

This contract shall take effect on the day of execution of this contract and shall endure until commissioning and hand over the Power Plant(s) to beneficiary and renewable as per mutual agreement.

#### 12) 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)

#### 13) PREFERENCE TO MSE

Preference to MSE will be given and procurement from SC/ST and Women Entrepreneurs shall be done as per the government guidelines. Start Ups are exempted from condition of prior turnover and prior experience subject to meeting of quality and technical specifications.

#### 14) CONTRACT:

Before execution of the work, security deposit be submitted and a contract agreement for execution of the work shall be signed by the Vendor with REIL within 7 days of LOI from REIL. In case agreement is not executed within the stipulated time, earnest money will be forfeited.

#### 15) PAYMENT SCHEDULE:

- i. 40% After satisfactory installation of system on pro rata basis and verified by REIL Engineer In-charge.
- ii. 50% -Payment of bidder shall be released after successfully commissioning of SPV Plant(s) pro rata basis and submit commissioning certificate dully signed and stamped by the customer/REIL Engineer in -charge alongwith photographs of the installation with

Beneficiary/customer/Project Owner & release of REIL payment against I&C of systems and submission of PBG of 10% amount of contract value valid for 65 months from date of commissioning of plant.

- iii. 10% -Payment of bidder shall be released in equal part during O&M after successfully completion of O&M activities yearly (2% every year) pro rata basis and submission of certificate for maintaining 15% CUF yearly of SPV Plant(s) and submit maintenance certificate dully signed and stamped by the customer/REIL Engineer in -charge & release of REIL payment against O&M of system.
- iv. The Works related to SPV Power Plant shall be carried out by bidder during Defect liability period. REIL shall have rights to carried out the work during Defect liability at bidder's Risk and Cost in case of not performing the work by bidder within stipulated time period.

#### **16)FORCE MAJEURE:**

- i. Notwithstanding the provisions contained in the Bidding Documents; the Bidder shall not be liable to forfeit (a) Bid Security for delay and (b) termination of contract; if it is unable to fulfill its obligation under this Contract due to force majeure conditions.
- ii.For purpose of this clause, "Force majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not limited to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by REIL and its decision shall be final and binding on the Bidder. REIL may extend the date of completion for a further period corresponding to the period of force majeure.
- iii.If a force majeure situation arises, the Bidder shall notify REIL in writing promptly, not later than 7 (seven) days from the date such situation arises. The Bidder shall notify REIL not later than 3 days of cessation of force majeure conditions. After examining the cases, REIL shall decide and grant suitable additional time for the completion of the work, if required.

#### 17) OTHER TERMS & CONDITIONS:

- i Compliance with Regulations and Indian Standard:- All works shall be carried out in accordance with relevant regulations, both statutory & those specified by the Indian standard related to the works covered by this specification. In particular the equipment and installation will comply with the following:
  - a. Work man's compensation act.
  - b. Minimum wages Act.
  - c. Payment wages Act.
  - d. Contact Labour regulation & abolition Act.
  - e. ESI, PF & Bonus Act.
  - f. Regulation under Indian Electricity Rules,
  - g. Safety & electrical Standard as applicable
- ii Watch & Ward:-
  - The Vendor shall supply material (including REIL SPV Modules) from his godown for installation work at site, shall continue to be responsible for their safe custody till they are installed in position, tested, commissioned and handed over to beneficiaries as per format provided by REIL.
- Vendor shall arrange for compliance with statutory provision of safety regulation and departmental requirements of safety codes in respect of labour employed on the work by the Vendor. Failure to provide such safety requirements would make the Vendor liable for

- penalty. The department will make arrangement for the safety requirements at the cost of the Vendor & recover the cost thereof from him.
- iv Company shall not be held liable or responsible for any illness and for physical harm sustained by the Vendor authorized representative during the execution of this agreement as they will not be deemed in any manner as employee of the company.
- v The Vendor authorized representative shall take due care in handling the SPV system under this contract. Unwarranted activities, if found any, the company shall be authorized to recover the same from the Vendor.
- vi Correction, over-writing and alteration should be initialed and dated by the Vendor otherwise the bid is liable to be rejected. The bid shall be typed or written in ink. Unit rates should be mentioned in the specified format failing which the bids are not likely to be considered.
- vii All Vendors shall therefore, furnish declaration that their firm is not involved in any litigation that may have an impact of affecting or compromising the delivery if services as required under this assignment. It is also to be declared that their firm has not been black listed by any Central/State/ Public Sector Under takings in India. The declaration should be verified by the Notary Public.
- viii The Vendor shall sign these conditions on each page at the end in token of acceptance of all the terms and it would be attached with the bid along with the declaration mentioned in above. He should also sign at the bottom of each of the pages of his bid to be submitted.
- The company reserves the right to visit and inspect any site under this contract at any time and if defects are noted, payments may be stopped / recovered from Vendor. The company reserves the right to terminate this contract without giving any notice, if in the opinion of the company, the performance of the Vendor is not found satisfactory and according to terms stipulated by this contract.
- x The company shall be fully absolved from the third party claims and damages during the execution of the contract.
- xi All disputes arising out of this contract and questions relating to its interpretation etc. shall be referred to the sole arbitration of General Manager (RE), Rajasthan Electronics & Instruments Ltd., for his decision, which shall be final and binding on both parties.
- xii The contract agreement shall be executed at Jaipur and shall be subject to Jaipur court jurisdiction alone.
- xiii The company shall deduct the TDS as per the Income Tax Act.
- xiv The Vendor shall be fully responsible for all repairs of the defects in maintenance during the period under contract.

#### **ANNEXURE -III**

#### RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

S.n.	Term	Description	Complied / Not Complied	Deviation if any
1.	GST Tax	Extra as applicable.		
2.	Terms of payment	As per given in tender document		
3.	Contract period	As per given in tender document/LOI /Work order		
4.	Defect liability period (DLP)	5 year from date of commissioning and hand over the Power Plant(s) to beneficiary		
5.	Completion Period	As per given in tender document/LOI /Work order		

#### RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

#### **Authorization Certificate**

То	Data
Manager(RE), Rajasthan Electronics & Instruments Limited, 2, Kanakpura Industrial Area, Jaipur-302034 Rajasthan	Date
Dear Sir,	
We M/sare authorizing M/stender document in reference to your tender no REIL/RE/20-21/PP/200 for installation-commissioning with 5 years CMC of 2000 kWp grid SPV Power Plant(s) at Rooftop of various buildings in Jaipur.	79 dated
On behalf of company	
Name and Designation	
Signed and sealed (who has signed the tender)	

#### Annexure -V

# RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR $\underline{\text{Check List}}$

Sr. No.	Required Documents	Remark
1.	Sealed and signed process compliance form. (Annexure-I)	
2.	Sealed and signed scope of work (Annexure-II)	
3.	Sealed and signed General terms & conditions of tender (Annexure-III)	
4.	Authorization certificate ( Annexure-IV)	
5.	Check list (Annexure -V)	

### **Maintenance Certificate**

Date-

О	DESCRIPTION	(copy of JIR report attached)  STATUS  REM				REMARK
10		STATUS			KLWAKK	
1.	Nos. of SPV Modules & Capacity					
2.	Cleaning of Modules on Date					
2						
3.	Nos. of String Inverter & Capacity					
4.	Sr. No. of String Inverter					
5.	Nos. of Strings					
6.	Nos. of Modules in each String		1		Τ =	
7.	Vmp & Imp of Strings	Nos.	Vm	p	Imp	_
8.	Reading of String Inverters	Power		oday	Cumulative (kWh)	
		(kW)	(kWh)			
9.	Solar Meter Details	kWh				Multification
	Sr. No.					Factor :-
	Make					
10	Net Meter Details	Import k	Wh	Export kW	Vh Net kWh	Multification
- 0			==	F		Factor :-
	Sr.No.					
	Make					
11.	If/Any					
	•					

Signature of REIL	Signature of Beneficiary
<b>20  </b> Page	