



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 SUPPLY OF DC SOLAR SUBMERSIBLE PUMP
10 HP WITH THEIR CONTROLLER INCLUDING RMU FACILITY FROM
APPROVED VENDOR”**

TENDER NO. REIL/MM/21-22/E PROC/BOS-RE/046 DATED 20.07.2021

Important Dates

Last Date & Time for submitting e- tender: 27.07.2021 up to 05.00PM

Date & Time for opening of e-tenders 28.07.2021 at 05.00PM

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

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

THIS TENDER DOCUMENT CONTAINS

Sr No	Document	Item Detail
1	NIT	Notice Inviting Tender
2	Annexure -I	Process Compliance Form
3	Annexure –II	Technical Specifications and Terms & Conditions for DC Solar Submersible Pump 10 HP With their Controller including RMU Facility
4	Annexure – III	Format of Commercial Terms and Conditions
5	Annexure –IV	Format of General Terms and Conditions
6	Annexure-V	Service Level Agreement
7	Annexure-VI	Authorization Certificate format
8	Annexure-VII	Certificate for non blacklisting
9	Annexure-VIII	Certificate for Undertaking of No Near Relative
10	Annexure-IX	CA Certificate for MSME firms
11	Annexure-X	Check list

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

NOTICE INVITING TENDER REIL/MM/21-22/E PROC/BOS-RE/046

This is a Notice Inviting Tender (NIT) for **Supply of DC Solar Submersible Pump 10 Hp With their Controller including RMU Facility** as per description and terms & conditions specified herein after:

1.1 Item Description & Quantity:

S/No	P/No	Description	Qty (Set)
1	---	DC Solar Submersible Pump Set (Water filled) 10 HP With their Controller including RMU Facility (Including SIM and SIM Charges for five Year), Head 30 Mtr. (As per specification enclosed Annexure-II)	4
1	---	DC Solar Submersible Pump Set (Water filled) 10 HP With their Controller including RMU Facility (Including SIM and SIM Charges for five Year), Head 50 Mtr. (As per specification enclosed Annexure-II)	11
2	---	DC Solar Submersible Pump Set (Water filled) 10 HP With their Controller including RMU Facility (Including SIM and SIM Charges for five Year), Head 75 Mtr. (As per specification enclosed Annexure-II)	10
3	---	DC Solar Submersible Pump Set (Water filled) 10 HP With their Controller including RMU Facility (Including SIM and SIM Charges for five Year), Head 100 Mtr. (As per specification enclosed Annexure-II)	15

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 rightly be rejected. Tender documents can be downloaded from our website www.reiljp.com or website of CPPP www.eprocure.gov.in. Final bids are to be submitted on website www.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 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 www.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, GST etc. 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)

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

*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/MM/21-22/E PROC/BOS-RE/046**

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:

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

TECHNICAL SPECIFICATION

(Note: Bidder has to confirm their acceptance in given sheet and for technical evaluation, this Annexure to be submitted in Technical Specifications in e-Tender)

Name of Bidder:-							
S N.	P/No	Description	Please sepecify offer your make	Specify Six Digit HSN Code	Qty (Set)	Offer Status	
						Complied	Deviation if any
2	---	DC Solar Submersible Pump Set (Water filled) 10 HP With their Controller including RMU Facility (Including SIM and SIM Charges for five Year), Head 30 Mtr.			4		
2	---	DC Solar Submersible Pump Set (Water filled) 10 HP With their Controller including RMU Facility (Including SIM and SIM Charges for five Year), Head 50 Mtr.			11		
4	---	DC Solar Submersible Pump Set (Water filled) 10 HP With their Controller including RMU Facility (Including SIM and SIM Charges for five Year), Head 75 Mtr..			10		
4	---	DC Solar Submersible Pump Set (Water filled) 10 HP With their Controller including RMU Facility (Including SIM and SIM Charges for five Year), Head 100 Mtr..			15		
SIGNATURE WITH STAMP							

Technical Specifications for Motor-Pump set (DC)

➤ **Motor-Pump Set**

Submersible motor-pumpset

- ✓ The “Motor-Pump Set” should have a capacity of 10 HP and should have the following features:
 - a) The mono block DC centrifugal motor pump set with the impeller mounted directly on the motor shaft and with appropriate mechanical seals which ensures zero leakage.
 - b) The motor of the capacity 10 HP should be DC.
 - c) Submersible pumps could also be used according to the dynamic head of the site at which the pump is to be used.
- ✓ The pump and all external parts of motor used in submersible pump which are in contact with water, should be of stainless steel of grade 304 or higher as required. The motor- pump set should have a 5 years warranty from date of installation.
- ✓ It will be mandatory to use indigenously manufactured motor-pump-set.

➤ **SPVController:**

- ✓ Maximum Power Point Tracker (MPPT) shall be included to optimally use the power available from the SPV array and maximize the water discharge.
- ✓ The SPV Controller must have IP (65) protection or shall be housed in a cabinet having at least IP (65) protection.
- ✓ Adequate protections shall be provided in the SPV Controller to protect the solar powered pump set against the following:
 - a) Dry running;
 - b) Open circuit;
 - c) Accidental output short circuit;
 - d) Under voltage;
 - e) Reverse polarity;
 - f) SPD to arrest high current surge
- ✓ Controller shall be integrated with GSM/GPRS Gateway with Geo tagging. GSM/ GPRS Charges to be included in the Costing till the end of Warranty period of the Pumpset.
- ✓ It will be mandatory to use indigenously manufactured controllers.

➤ **Specifications of Controller/Drive for Solar Water Pumping Systems:**

Sl.No.	Requirement	Specifications
1.	Controller Power Capacity to drive the Pump	Controller Power Capacity should match to Solar Panels Power Capacity, not Pump Capacity. Example: For 10HP Project, As per MNRE Specs, Panels should be minimum 9000W , Controller capacity also should be minimum 9000W only.
2.	Point Tracking (MMPT)	Should track power only and not Voltage at Maximum power point
3.	Enclosure	The Controller must have IP65 protection or must be housed in a cabinet having at least IP65 protection.
4.	DC Circuit Breaker Disconnect Switch	Should be between Solar panels and controller.
5.	GSM/GPRS	Controller shall be integrated with GSM/GPRS gateway with Geo tagging. GSM/ GPRS Charges to be included in the Costing till the end of Warranty period of the Pump set

- ✓ Provision for remote monitoring for the pumps must be made in the pump controller through an integral arrangement having following basic functions:
 - a) Controller must be assigned with a unique serial number and its live status must be observed remotely on online portal through login credentials.
 - b) Live status must indicate whether controller is ON/OFF.
 - c) The parameter i.e. the water output, water flow rate, in fault condition, array input voltage/ current, power and motor frequency should at logged at an interval of 10 minutes.
 - d) Controller must have a back up to store the data locally (at least for 1 year).

➤ **PERFORMANCE REQUIREMENTS**

The minimum water output from a Solar PV Water Pumping System at different “Total Dynamic Heads” should be as specified below:

✓ **For D.C. Motor Pump Set:**

- i) 110 liters of water per watt peak of PV array, from a Total Dynamic Head of 10 meter (Suction head, if applicable, maximum of 7 meter) and with the shut off head being at least 12 meter.
- ii) 55 liters of water per watt peak of PV array, from a Total Dynamic Head of 20 meter (Suction head, if applicable, up to a maximum of 7 meters) and with the shut off head being at least 25 meter.
- iii) 38 liters of water per watt peak of PV array, from a Total Dynamic Head of 30 meters and the shut off head being at least 45 meter.
- iv) 23 liters of water per watt peak of PV array, from a Total Dynamic Head of 50 meter and the shut off head being at least 70 meter.
- v) 15 liters of water per watt peak of PV array, from a Total Dynamic Head of 70 meters and the shut off head being at least 100 meter.
- vi) 10.5 liters of water per watt peak of PV array, from a Total Dynamic Head of 100 meters and the shut off head being at least 150 meter.

➤ **Requirements of Remote Monitoring System**

- ✓ State Implementing Agency (SIA) will have a common **SWPS** (Solar Water Pumping System) Management platform for monitoring of operation and performance of SWPS installed under PM KUSUM Scheme.
- ✓ Remote Monitoring System (RMS) of SWPS should have following minimum features or modules:
 - a. Solar System Performance: DC Voltage, DC current, AC output Current, Power, Drive frequency, Energy, etc.
 - b. Pump Performance: Running Hours, Water Discharge (Output),etc.
 - c. RMS Performance: % Device Connectivity, % Data Availability,etc.
 - d. Geo Location: Real time latitude and longitude should be captured clarified as this is required to ensure that system is not moved from its original location.
 - e. Events and Notifications: Faults related to Pump Operation, Solar generation, Controller/Drive faults like overload, dry run, short circuit,etc.
 - f. Consumer Management: Name, Agriculture details, Service No. Contact Details,etc.
 - g. Asset Management: Ratings, Serial Number, Make, Model Number of Pump, Panel and Controller, Geo Location, IMEI number (of communication module) and ICCID (of SIM).
 - h. Complaint and Ticket Management clarified as Complaint management system is a part of centralized monitoring software platform- State Level Solar Energy Management Platform to be operated and maintained by the State implementing agency (SIA).
 - i. Consumer Mobile Application: Generation, Running Hours, Water Discharge, Complaint logging,etc.
- ✓ RMS provided by all bidder's should connect to State Level Solar Energy Data Management platform, which will have interface with National Level Solar Energy Data Management platform which clarified as SIA will provide server infrastructure as well as software. SIA will maintain the same. All vendors should provide SIM card of suitable ISP having maximum Signal Strength in the respective location of SWPS and ensure connectivity as well as pushing of data to centralized platform as mentioned in specifications.
- ✓ Communication Architecture should be as per following:
 - a. Communication Connectivity:
 - i. **Pump Controller Connectivity:** Communication between RMS and Pump Controller should be UART/RS485 MODBUS RTU protocol to ensure interoperability irrespective of make and manufacturer.
 - ii. **Remote Connectivity:** RMS of SWPS should be using GSM/GPRS/2G/3G/4G cellular connectivity.
 - iii. **Local Connectivity:** Ethernet/Bluetooth/Wi-Fi connectivity to configure parameters, notifications, communication interval, set points etc. or to retrieve locally stored data.
 - iv. **Sensor Connectivity:** Analog/digital sensor inputs will be required for integration of flow meter for water discharge, moisture sensor for micro irrigation, level sensor for overhead tank water storage etc. Only provision for Analog/digital inputs with 0.1% accuracy of Full Scale Range is required. Sensors will not be in scope of bidder.
 - v. To save ground water, provision for remote operation is required so that farmer can switch on and off remotely.
 - b. Communication Modes:
 - i. Push Data on Event/Notification: such as pump on, pump off, protection operated, etc.
 - ii. Default interval should be of 15 minutes. However, if required, it should be possible to configure the periodic interval in multiple of 1 minute starting from 1 minute and up to 15 minutes. Further, in case of any abnormalities or event, RMS should push on event

immediately.

iii. Command On Demand : It should be possible to send commands via GSM or GPRS to RMS either to control pump operations or to update configuration.

c. **Communication Protocol:** RMS should provide data on MQTT protocol to establish communication with thousands of systems.

d. Security:

i. Communication between RMS and Server should be secured and encrypted using TLS/SSL/X.509 certificate etc.

ii. As a part of IoT protocol, Authentication and Authorization should be implemented using token/password mechanism.

e. **Message Format:** RMS should provide data in a JSON message format as required by respective SNA.

f. **Data Storage:** In case of unavailability of cellular network, RMS should store data locally and on availability of network it should push data to central Server. Local data storage should be possible for at least five years in case of unavailability of cellular network. Which clarified as Local data storage capacity should be to store at least one year data.

g. **Firmware Over-The-Air:** RMUs should have Firmware Over-The-Air (FOTA) feature. Through FOTA one should be able to update – Display, Data logging interval, IP of the server, APN, Data logging parameters etc. Software updating should be possible with 2G and even without the presence of SD card. Software updating process and/or failure to update software shouldn't disrupt pumping operations which later clarified as instead of Firmware over The Air, configuration update over the Air of multiple parameters such as IP, APN, Data logging Interval, Set Points etc. is essential.

➤ **MARKING AND PARAMETERS TO BE DECLARED BY THE MANUFACTURER**

The motor pump-set and Controller used in SPV Water Pumping Systems shall be securely marked with the following parameters declared by the manufacturer:

MotorPump-set

- a) Manufacturer's name, logo or trade-mark;
- b) Model, size and SI No of pump-set;
- c) Motor Rating (kW /HP);
- d) Total head, m, at the guaranteed duty point;
- e) Capacity (LPD) at guaranteed head;
- f) Operating head range,m;
- g) Maximum Current(A);
- j) Voltage Range (V) and;
- k) Type - DC Pump set; &
- l) Photo Voltaic (PV) Array Rating in Watts peak (Wp)

Controller

- h) Manufacturer's name, logo or trade-mark;
- i) Model Number;
- j) Serial Number;
- k) Voltage Range;
- l) Power Range in kW for Controller; and
- m) Current rating (A)

SLA Requirements

➤ **OPERATION AND MAINTENANCE MANUAL**

An Operation and Maintenance Manual, in English and the local language, should be provided with the solar PV Motor-Pump set and controllers. The Manual should have information about DC motor pump set, Controllers, DO's and DONT's and on regular maintenance and Trouble Shooting of the pumping system. A warranty card for the motor pump set should also be provided.

➤ **GUARANTEE OF PERFORMANCE**

The SPV Motor Pump Set shall be guaranteed for their performance of the nominal volume rate off low and the nominal head at the guaranteed duty point. The actual duration of pumping of water on a particular day and the quantity of water pumped could vary depending on the solar intensity, location, season, etc.

Solar Photo Voltaic Motor Pump Set shall be guaranteed by the manufacturer against the defects in material and workmanship under normal use and service for a period of at least 60 months from the date of commissioning.

Sufficient spares for trouble free operation during the Warrantee period should be made available as and when required.

➤ **COMPREHENSIVE OPERATION AND MAINTENANCE**

- i. The Vendor should provide 5 years comprehensive maintenance of the Solar Photovoltaic Water pump set and Controllers which shall include corrective maintenance during guarantee period.
- ii. The maintenance shall include replacement of any component irrespective of whether the defect was **a manufacturing defect or due to wear and tear**.

➤ **WARRANTY AND MAINTENANCE:**

- a. All Solar Photovoltaic Motor Pump Sets and Controllers shall be warranted and maintained for 5 years from the date of installation.
- b. The maintenance service provided shall ensure proper functioning of the system as a whole.
- c. Help desk number of the vendor should be readily available during working hours for the farmers so they can directly contact to the vendor for any technical issue.
- d. Vendor should have authorized service centers in the areas so that farmers can directly approach to their service centers.

TERMS & CONDITIONS

1. Supplier shall provide the motor pump set , controller along with RMS (Confirming to EESL tender for KUSUM).
2. The technical specifications & water out put must be as per latest MNRE guidelines (Confirming to EESL tender for KUSUM).
3. Supplier shall provide their authorized service centers in Rajasthan & Haryana.
4. Supplier shall provide latest test report (Confirming to EESL tender for KUSUM) from Test lab with REIL/BHEL make SPV Modules. Interested bidder may also submit proof of sample submission in the test lab along with bid (Solar module shall be provided by REIL/BHEL) with an undertaking towards test report submission before placement of work order and supply of respective material.

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR
Commercial Terms and Conditions

S.n.	Term	Description	Complied / Not Complied	Deviation if any
1	Terms of Delivery	F.O.R. Kanakpura, JAIPUR. (Inclusive of Freight , P&F, Insurance & Unloading)		
2	GST	Extra as applicable. Please specify the current rate.		
3	Terms of payment	90 % in 90 days after receipt of material subject to acceptance by REIL and balance against P.B.G of 10% for warranty period. .(Loading factor for payment terms deviation as per Note:-2)		
4	P.B.G	10% of Invoice value for warranty period.		
5	Delivery Time	Within 2 weeks		
6	Supply	Supply of material will be initiated strictly against our delivery clearance.		
7	Rate	Firm rate for contract period.		
8	Rates	L1 rate will be considered itemwise and not on the total amount of BOQ		
9	Warranty	66 months from the date of supply or 60 months from the date of installation, whichever is earlier.		
10	Spares	Spares quantity must be provided at FOC under standby units for immediate replacement under warranty period. Adequate spare stock shall be maintained at service center.		
11	SLA	Service Level Agreement is to be signed for service execution by Manufacturer		
12	Marking	Item Sr. No. should be mentioned on invoice & on the Item itself. As per enclosed annexure.		
13	Packing	Supplied items should be packed properly to avoid physical damage / scratches etc.		
14	Warranty Certificate	Warranty Certificate mentioned serial no. of items should be provided by OEM/ Manufacturer along with each invoice.		
15	Test Report with REIL/BHEL Module	Supplier shall provide latest test report (Confirming to EESL tender for KUSUM) from Test lab with REIL/BHEL make SPV Modules. Interested bidder may also submit proof of sample submission in the test lab along with bid (Solar module shall be provided by REIL/BHEL) with an undertaking towards test report submission before placement of work order and supply of respective material. Modules will be provided against deposit of module cost which is refundable.		
16	Offer validity	60 days from due date.		
17	Catalogue	Latest Product catalogue is required		
18	Copy of Authorization Certificate	Required for Dealer. Offer will not be considered without valid authorization from manufacturer.		
19	RoHs Compliance	Confirm product is having RoHs compliance. If YES then supporting is required. Preference will be given to parties having RoHs complied product.		
20	Quantity Variation	Quantity may increase or decrease depending upon the requirement.		
21	GST No:	GST no is essential for participating in this Tender. Kindly provide your GST No:		
22	MSME and Startups Clause	1) It is mandatory for MSE bidders to declare their Udhyaam Registration/ Udhyaam Aadhar number on CPP Portal, failing which such bidders will not be able to enjoy the benefits of procurement policy for MSE. In case of Udhyaam Aadhar number , CA certificate is mandatory for confirmation of MSE status as per recent Government guidelines of Turnover and investment in plant & Machinery . Also confirm that you have applied for Udhyaam Registration. 2) Startup bidders should submit valid certification of recognition from department for Promotion of Industry and Internal Trade (formerly DIPP) on CPP Portal failing which such bidders will not be able to enjoy the benefits of Procurement policy for start ups and also attach the certificate along with this Annexure.		
23	Udhyaam Registration	As per recent Government guide line, manufacturer / Service provider has to take Udhyaam registration to avail benefit of MSME. Attach your copy of Udhyaam Registration with tender. Latest policy of MSME will be applicable.		
24	Rejection	Supplier has to supply material as per specification. In case It is found rejected than supplier will get clear rejection by repair/replacement within 2 week of information or lift the material. After 4 week rejected material will be sent to scrap store.		
25	Delivery	Delivery is the essence of the order. The order of any part of it is liable to be cancelled at our option if not executed according to the delivery schedule. In that case the company reserves the right to procure its requirements from other sources at supplier's cost and risk and supplier shall be liable for damage suffered by the company.		
26	Submission by Associate Firms	Two associate firms can not submit offer in same tender for same item. If at any stage it is found than offer of both parties will be not considered.		
27	ISO Clause	Manufactured by following ISO 9001:2015 and ISO 14001:2015 standards		

28	Corrigendum and extension	Corrigendum and extension if any will be hosted on the following website (www.eprocure.gov.in) only. Please check regularly for further information update.		
29	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.		
30	Other (BOQ)	While filling BOQ, kindly mention total amount applicable (in number) of GST (in excise column) and Freight in freight column, any other taxes and third party inspection charges corresponding to that item.		
31	Other	Part-I (Technical and Commercial Offer) to be opened by the REIL committee. 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.		
32	Vendor / Sample approval	New Make / New Vendor will be considered for trial order after successful sample evaluation & completion of vendor registration process & SLA.		
33	New Vendor	In the case of new vendor trial order will be released with condition of 10% PBG or 10% retention payment for warranty period whichever is higher.		
SIGNATURE WITH STAMP				

Note :- 1. Offer Status is to be mentioned in form of Complied or Not Complied. If it is not complied then please mention deviation in deviation column.

***Note:- 2. Loading Factors -**

Loading factors as detailed below will be added to the quoted price (basic) to evaluate the lowest quote for non-compliance of REIL Standard terms.

S. No.	Standard Terms and Condition	Deviation Terms	Loading Factor
1.	Payment Terms: x% on y days clean credit	x% on y days credit through Bank or through LC	5% on quoted rate
2.	Payment Terms: x% on y days clean credit	x% on z days clean credit	Interest charges @24% for (y-z) days
3.	Onsite Warranty	Offsite Warranty at nearest service centre	For 1 Year- 5% For >=3 Year - 10%
4.	Deviation on required Delivery Period	Deviation on delivery period be accepted by tendering authority if it does not effect project schedule.	For additional 2 week- 2% For additional 4 week – 5%

If contract is furnished on LC terms, Bank charges shall be to respective accounts. REIL bank charges to REIL account and beneficiary bank charges to beneficiary account.

Nearest Service Center shall be at least at district level.

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR**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) **SEVERABILITY**
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 severed 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) **CONSTITUTION OF THE FIRM**
(1.1) 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)
(1.2)
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 authorized 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.
- 5) **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.
- 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) **RESTRICTIN 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 for the period of 31.12.2021 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. 20% of the tendered quantity is earmarked for MSE suppliers in this tender
2. Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs.
3. In 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 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 the REIL Tenders. 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).

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

SERVICE LEVEL AGREEMENT

(On Rs. 500/- Non – Judicial Stamp Paper)

1. M/s. _____ a company incorporated and having its registered office at _____, hereinafter called “_____”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assign, of the One Part.

AND

Rajasthan Electronics & Instruments Limited, a company incorporated under the Companies Act, 1956 and having its office at 2, Kanakpura Industrial Area, Jaipur - 302034, and it registered office at 2, Kanakpura Industrial Area, Jaipur - 302034, hereinafter called “REIL”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns, of the Other Part.

(The _____ and REIL are hereinafter collectively referred to as the “Parties” and individually as the “Party”)

WHEREAS :

The aim of this agreement is to provide a basis for close co-operation between REIL and _____, for maintenance services of the item _____ to be provided by _____ to REIL, thereby ensuring a timely and efficient service support available to REIL.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

2. Supplier agrees to provide the following as regard to the service support for the Products / Items developed & supplied to the company:-

1. Statement of Intent

Supplier will provide all the required technical skills & training to REIL personnel with respect to integration of Products / Items into REIL systems & first level capability (Card Level replacement). The aim of this Agreement is to provide a basis for close cooperation between the supplier and REIL in order to serve the customer promptly and more efficiently. This agreement is contingent upon each party knowing and fulfilling its responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

2. Training

Supplier expects that REIL shall designate a technically capable engineer, who would get trained on all the Products / Items supplied to REIL & would qualify as Certified Trainer for Products / Items. Supplier proposes to train a team of engineers representing different offices of REIL who would be responsible for handling all the local calls independently every year. The training may be arranged either at Supplier's works or at REIL's works office at 2, Kanakpura Industrial Area, Sirsi Road, Jaipur. In case it is to be arranged at Suppliers works, the associated incidental expenses of REIL employees will have to be borne by REIL & Supplier shall not claim any training charges. The Certified trainer from REIL would act as a specialist to all such distributed service team of REIL. Technical help for any of the critical problems would be available from Supplier either telephonically or through site visits, as the case would demand. Refresh training as & when required would be scheduled & intimated to the Certified Trainer.

3. Installation & Commissioning:

REIL shall undertake the initial installation of the Product at all the sites through its service network, however, commissioning of equipment shall be done by supplier. REIL shall follow the guidelines applicable for the installations of the Product issued by Supplier.

4. In Warranty support:

- A) Every product supplied by the supplier has warranty as per the purchase order.
- B) Once the complaint has been lodged, Supplier would arrange for the visit of its service engineer, immediately and the incidental expenses viz. to & fro train / air fare, lodging charges & local conveyance for attending the call shall be borne by Supplier.
- C) The supplier will attend the same within 48 Hrs and the Product / Item will be rectified to REIL satisfaction within five working days excluding the day of complaint & Sunday.
- D) Adequate recommended quantity of spares as would be required during the warranty failures shall be stocked by the supplier at respective site & on consumption of any of these spares Supplier shall replenish the same.
- E) Supplier shall provide warranty service support free of cost by providing replacement or repair of these faulty spares against manufacturing & operational defects.
- F) REIL authorized representative / trained personnel shall also be available at site for logistic support and verification of work done.
- G) Service center of supplier is needed at district level of deployment. Detail of deployment will be confirmed by REIL .Expected deployment is in Rajasthan & Haryana.

5. Post Warranty support:

REIL can undertake the post warranty support either on call basis or on AMC basis. The support scope of REIL & Supplier would be similar to the one as applicable during warranty. However if the faulty unit or its spare is returned at any of Supplier's service centre, the necessary replacement would be made available free of cost.

6. Health Safety Security Environment (HSSE) Norms:

Person who will be working at site should follow all the HSSE norms. All the Safety Gadgets like Helmet/ Safety Belt/ Goggles/ Safety Shoe/ Uniforms etc shall be provided by the supplier.

All the Tools & Tackles required to carryout the works also to be provided by the supplier.

Before carrying out any work, work permit to be taken from concerned personal.

Violation of Safety norms may lead to termination of all the contracts applicable.

Hazardous waste like chemicals etc to be handled carefully, spill should be avoided. Waste should be segregated for disposal.

7. Hazards:

Supplier shall ensure that its personnel shall, when working or any site in connection with the Agreement, comply with all relevant environmental, occupational health and safety legislation and any other appropriate standards, policies and procedures notified by REIL.

Supplier shall ensure that its personnel shall, bring any safety equipments required to work on the site in connection with the Agreement.

Supplier will endeavor to exceed statutory minimum environmental, occupational health and safety requirements in accordance with generally accepted best working practices and any specific standards or other requirements of REIL.

8. Period of Agreement and Review Procedure:

This Agreement will commence from ... of 21 following the acceptance by both REIL and Supplier. This agreement will be reviewed on every financial year, or at a mutually agreed, by REIL and supplier. This review will cover services provide, service levels and procedures.

Changes to this agreement must be approved by both REIL and supplier.

Complaints Escalation Matrix

Any unattended complaints assigned to may be escalated as mentioned in the table

Escalation	Mobile and Landline no.	Email	Time	Records for reference
1 ST -LEVEL			Immediate	Complaint No. & Date
2 ND – LEVEL			24 Hours after Response Time	NA
3 RD – LEVEL			48 Hours after Response Time	NA
4 TH - LEVEL			72 Hours after Response Time	NA

Liquidated Damage Clause

In case _____ fails to deliver the service support as per SLA then REIL may get the unit repair/replaced from the market and expenditure towards the same will be recovered/debited from _____.

Penalty:

Penalty at the rate of Rs. 100 per day maximum Rs. 1000 will be deducted if supplier is unable to attend complaint with in the 48 hours from the reporting of the fault at site.

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.

Signed and Sealed by

Signed and Sealed by

(Authorized Signatory)

REIL

(Authorized Signatory)

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Manufacturer 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/E PROC/BOS-RE/046**
Dated for supply of **DC Solar Submersible Pump 10 HP With their Controller including RMU Facility** on our behalf .They are authorize to carry out communication and negotiations on our behalf. Order shall be placed on us / them for supply of material.

On behalf of company

Name and Designation

Signed and sealed (who has signed the tender)

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

TENDER REIL/MM/21-22/E PROC/BOS-RE/046

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 not blacklisted 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

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. No - REIL/MM/21-22/E PROC/BOS-RE/046

“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 relative's as defined in the tender document is/are employed in Rajasthan Electronics & Instruments Limited (REIL) as per details given in tender document. In case at any stage, it is found that the information given by me 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

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

CA CERTIFICATE

To,

Date :

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

Dear Sir,

It is certified that M/s. _____ is falling under MSE category as per guidelines contained in the provisions of the MSMED Act, 2006 and notification No. S.P. 1722(E) dated 05.10.2006 & latest amendment and having Udyog Adhar no. We also certify that the investment in plant and machinery (Imported and indigenous) as on date is and turnover is less than Crore in financial year 2019-20

Item being supplied against tender is manufactured by M/s.

Chartered Accountant
Firm name:-
Signature with seal

UDIN.....

Annexure- X

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Check List

Sr. No.	Required Documents	Remark
1	Sealed and signed process compliance form. (Annexure-I)	
2	Sealed and signed Technical specification of DC Solar Submersible Pump 10 Hp With their Controller including RMU Facility as and commercial conditions (Annexure-II)	
3	Sealed and signed commercial terms & conditions of tender (Annexure-III)	
4	Sealed and signed general terms & conditions of tender (Annexure- IV)	
5	Sealed and signed Service Level Agreement of tender (Annexure-V)	
6	Manufacture Authorization certificate as per annexure VI.	
7	Sealed and signed under taking as per annexure-VII from manufacture for nonblack listing.	
8	Sealed and signed under taking as per annexure-VIII from no near relative.	
9	Sealed & signed CA Certificate (Annexure-IX)	
10	Check list (Annexure-X)	

For any queries regarding tender, please contact

Name: Mr. Praveen Kumar

Designation: Dy. Manager

Contact No: 0141-2471083

E-Mail id- praveen.kumar@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