



RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR
(An ISO 9001 : 2015&ISO14001 : 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 FOR MONO
CRYSTALLINE/PERC SOLAR PHOTOVOLTAIC MODULES OF MINIMUM 380 Wp "**

TENDER NO. REIL/MM/21-22/IND/E-PROC./21099	DATED 15.09.2021
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Important Dates

Last Date & Time for submitting e- tender: **22.09.2021 up to 02.00 PM**

Date & Time for opening of e-tenders **23.09.2021 at 02.00PM**

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

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/21-22/IND/E-PROC./21099

THIS TENDER DOCUMENT CONTAINS

Sr No	Document	Item Detail
1	NIT	Notice Inviting Tender
2	Annexure –I	Terms and Conditions of the Tender
3	Annexure-II	Process Compliance Form
4	Annexure-III	Technical specification of Solar Photovoltaic Modules 380Wp
5	Annexure-IV	Commercial Terms and Conditions
6	Annexure –V	General Terms and Conditions
7	Annexure-VI	Certificate for non blacklisting
8	Annexure-VII	CA Certificate for MSME firms
9	Annexure – VIII	Undertaking of No Near Relative
10	Annexure – IX	Sealed and signed Bid Security Declaration (Duly Notarised on Rs. 100/- Stamp Paper)
11	Annexure – X	Check list

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/21-22/IND/E-PROC./21099

NOTICE INVITING TENDER REIL/MM/21-22/E-PROC./21099

This is a Notice Inviting Tender (NIT) for rate contract for **SPV Module of 380 Wp** as per description and terms & conditions specified hereinafter:

1.1 Item Description & Quantity:

S/No	Part No.	Description	Qty (Nos.)
01	830103	Solar Photovoltaic Modules of Minimum 380 Wp made from 72 Nos. of Mono Crystalline Silicon Solar Cells / Mono PERC as per technical specification enclosed at Annexure-III.	7000

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 outrightly rejected. Tender documents can be downloaded from our website or website of CPPP www.eprocure.gov.in. Final bids are to be submitted on website www.eprocure.gov.in. Any changes/modifications in the tender enquiry will be intimated through above websites only. Tenderers are therefore, requested to visit our websites regularly to keep themselves updated.

The bidder should have a valid Digital Signature Certificate (DSC Token) 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 result into rejection of your offer and no Communication shall be done for submission of documents.

PROCEDURE FOR SUBMISSION OF BIDS:

The Bid Should Be Submitted In 'Two Bid' System:-

TECHNICAL BID:

Technical Bid along with tender documents (duly signed on each page) to be uploaded in the e-tender portal. Technical Bid to be opened by the REIL committee

- The hard copy of technical bid duly completed and signed on each page, should be submitted along with the "**TECHNICAL BID**" and other supporting documents. Hard copy from the bidders who have participated in e-bid will only be accepted.
- Board resolution/ Authorization letter for signing of the bid document from the bidder be submitted.
- Prices / Costs of the items ***should not be*** indicated anywhere in the Technical Bid. This should be followed meticulously failing which the bid is liable to be rejected.

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)

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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 regarding extension 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/Dealer can not represent two or more suppliers or quote on their behalf 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 Purchase 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 not agreed to the above RISK PURCHASE CLAUSE and inevitability 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 an 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

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/21-22/IND/E-PROC./21099

PROCESS COMPLIANCE FORM

(Tenderers are required to print on their company's letter head and sign & stamp it 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 no.

Dear Sir,

**This has reference to the Terms & Conditions for e-Tendering mentioned in the tender no.
REIL/MM/21-22/IND/E-PROC./21099**

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 be responsible for 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:

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/21-22/IND/E-PROC./21099

TECHNICAL SPECIFICATIONS OF SPV MODULE 380Wp

S.No.	DESCRIPTION	REIL TECHNICAL SPECIFICATIONS FOR CRYSTALLINE SPV MODULES	OFFER STATUS*	
			COMPLIED/ NOT COMPLIED	DEVIATION IF ANY
1	Cell type	Mono Crystalline Silicon/Mono PERC		
2	Rated power at STC	Minimum 380Wp, Max. Tolerance+3% No negative tolerance is allowed.		
3	Module Efficiency	More than 18% for mono crystalline/ Mono PERC		
4	Temperature co-efficient of power	Not more than 0.40%/°C		
5	Ambient temperature	-10°C to +50°C		
6	Relative humidity	Up to 85%		
7	Wind speed	Suitable for site condition		
8	Application Class as per IEC 61730	Class A		
9	Other Technical requirement	The modules should be 100% PID (Potential Induced Degradation) tolerant and should comply with IEC-62804.		
		Modules shall perform satisfactorily in relative humidity up to 85% and temperature between - 10° C and 85°C (module temperature).		
		Modules should have rugged design to withstand tough environmental conditions and high wind speeds (minimum up to 130 km/h). Fill Factor should be minimum 0.72.		
		SPV module shall have module safety class-II, should be highly reliable, lightweight, and must have a service life of more than 25 years.		
		The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 % (two percent) from the respective arithmetic means for all modules and/or for all module strings, as the case may be.		
		Modules only with the same rating and of same manufacturer and model shall be supplied.		
10	Module Manufacturer	Should be in the ALMM issued by MNRE (To be mentioned)		
11	Cell Manufacturer	Please specify the type & Make of Solar Cells to be used for manufacturing of SPV Module.		
12	Matrix of cell Arrangement	12 X 6 (72 Nos. of Solar Cells in each Module)		
13	Bill of Material	Complete BOM Sheet to be provided with make.		
	a. Junction box	Make of Junction Box to be mentioned		
		The material used for junction box shall be UV resistant to avoid degradation during module life. The degree of protection of the junction box		

		shall be at least IP67. Minimum three number of bypass diodes and two number of MC4 connectors with appropriate length of certified 4 sq.mm, Cu. armoured cable should be used only. The cable length shall be in accordance with the PV Module wiring strategy and adequate to ensure that the cable bending radius standard is not exceeded.		
	b. Glass	The glass used to make the PV modules shall be toughened low iron glass with minimum thickness of 3.2/4.0 mm for 72-cell module. The glass used shall have transmittance of above 90%.Glass must have bending of less than 0.3%.		
	c. Back Sheet	The back sheet used in the PV modules shall be of three layered or mono layered structure. Outer layer of fluoropolymer, middle layer of Polyester (PET) based and Inner layer of fluoropolymer or UV resistant polymer. Back sheet with additional layer of Aluminium also will be considered. The back sheet should be durable for humid – hot conditions with properties of moisture barrier, elongation retention and UV resistance. The back sheet shall have the following properties.		
	Parameter	Value		
	Material thickness	≥ 300 micron		
	Water vapour transmission rate	< 2 g/m ² /day		
	Partial discharge test voltage	≥ 1000 V		
	Elongation at break	> 100%		
	Adhesion strength with encapsulant	> 70 N/cm		
	Interlayer adhesion strength	> 5 N/cm		
	Other Test	The Employer reserves the right to conduct Pressure Cooker (PC) test/ Highly Accelerated Stress Test (HAST) to confirm the durability of the back sheet in accelerated conditions.		
	d. Encapsulant	The encapsulant used for the PV modules should be UV resistant in nature. No yellowing of the encapsulant with prolonged exposure shall occur. The encapsulant shall have the following properties.		
	Parameter	Value		
	Gel content	75%		
	Volume resistivity	1×10 ¹⁵ Ω.cm		
	Peeling strength with glass	60 N/cm		
	e. Sealant	The sealant used for edge sealing of PV modules shall have excellent moisture ingress protection with good electrical insulation (Break down voltage >15 kV/mm) and with good adhesion strength. Edge tapes for sealing are not allowed.		

f. Frame	<p>The module frame shall be made of anodized Aluminium, which shall be electrically & chemically compatible with the structural material used for mounting the modules. It is required to have provision for earthing to connect it to the earthing grid. The anodisation thickness shall not be less than 15 micron.</p>		
g. RFID Tag	<p>Modules must have a RF identification tag. RFID tag should be well protected within the module laminate and the following information must be mentioned in the RFID used on each module. This should be inside the laminate only.</p> <ol style="list-style-type: none"> i. Name of the manufacture of the PV module ii. Name of the manufacture of Solar Cells. iii. Type of cell: Mono Crystalline / PERC iv. Month & year of the manufacture (separate for solar cells and modules) v. Country of origin (separately for solar cells and module) vi. I-V curve for the module Wattage, I_m, V_m for the module vii. Unique Serial No and Model No of the module viii. Date and year of obtaining IEC PV module qualification certificate. ix. Name of the test lab issuing IEC certificate. x. Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO-14001. <p>The Supplier would be required to maintain accessibility to the list of module IDs along with the above parametric data for each module.</p> <p>RFID Reader: Two (2) numbers RFID readers has to be supplied by Supplier compatible to read the data from the RFID tag & download the data to computer. All associated software and cables are to be provided along with the RFID reader.</p> <p>The Supplier shall also specify the minimum guaranteed energy output of solar PV module as per the Site Conditions in the Bid.</p>		

Mechanical Configuration of Module

1	Dimensions(L x W x H)	To be mentioned by bidder		
2	Installation Hole Dimension (L x W)	To be mentioned by bidder		
3	Mounting Arrangement	To be mentioned by bidder		
4	Weight	To be mentioned by bidder		
5	Surface Maximum Load capacity	To be mentioned by bidder		
6	Allowable Hail Load	To be mentioned by bidder		

Standards and Codes

Photovoltaic Modules shall comply with the specified edition of the following standards and codes.
Copy of certificate to be provided.

	Standard	Description		
1	IEC 61215-1:2016 Ed.1	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 2: Test requirements		
2	IEC 61215-1-1:2016 Ed.1	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-1: Special requirements for testing of crystalline silicon photovoltaic (PV) modules with Backsheet - 400 cycles for TC and 2000 cycles DHT		
3	IEC 61215-1-2 Ed.1	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-2: Special requirements for testing of thin-film Cadmium Telluride (CdTe) based photovoltaic (PV) modules		
4	IEC 61730-1: 2016 Ed.2	Photovoltaic (PV) module safety qualification - Part 1: Requirements for construction		
5	IEC 61730-2: 2016 Ed.2	Photovoltaic (PV) module safety qualification - Part 2: Requirements for testing		
6	IEC 61701:2011 Ed.2	Salt mist corrosion testing of photovoltaic (PV) modules (Applicable for coastal and marine environment)		
7	IEC 62716: 2013 Ed.1	Photovoltaic (PV) modules - Ammonia corrosion testing (if applicable)		
8	IEC TS 62804-1: 2015 Ed.1	Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation - Part 1: Crystalline silicon (under conditions of 85oC/85% RH for minimum 192 hours)		
9	BIS registration	As per the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, PV Modules used in the grid connected solar power projects shall be registered with BIS and bear the Standard Mark as notified by the Bureau of Indian Standards.		

10	Approved in the ALMM list	Further, PV Modules should have been included in the ALMM list as per MNRE Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) vide Office memorandum no F. No. 283/54/2018-GRID SOLAR - Part(1) dated 10.03.2021 and 17.08.2021		
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Testing of Modules

	The applicable test certificates shall be submitted at the time of supply of PV modules for acceptability of supplied modules. Following tests as per relevant Indian Standard shall be carried out on certain number of modules from a lot (decided by Customer / REIL) as acceptance tests of Solar PV Modules:			
1	Visual Inspection	Checked visually for following defects (as per IS 2500 Part 1):		
		Excessive or uneven glue marks on glass or frame.		
		Inconsistent cell colours.		
		Completeness of module in all respects.		
2	Performance Test of the modules at STC and NOCT with Sun Simulator of Class B or better as per applicable Indian Standard.			
3	Performance Test of the modules at low irradiance (200 W/m ²) with Sun Simulator of Class B or better as per applicable Indian Standard.			
4	Dielectric withstand test			
5	Continuity and leakage current test			
6	Insulation Resistance test			
7	Wet leakage current test			
8	Mechanical load test			
9	Robustness of terminations on 1 sample per offered lot			
10	PID Test report will be verified before approval of module make, also one (1) sample randomly selected during inspection by CUSTOMER / REIL for entire project will be tested at third party laboratory.			
11	Any other test as desired by CUSTOMER / REIL.			
12	Arrangements for the aforesaid testing and inspection at manufacturer's end are to be provided by the Supplier. All the charges pertaining to testing & inspection and any other charges pertaining hiring of third party / any other agency for inspection (as per REIL/ Customer requirements), shall be borne by supplier.			
13	PV modules must qualify (test reports/ certificate from IEC/NABL accredited laboratory should be submitted) as per the relevant IEC standard. Additionally the performance of PV modules at STC conditions must be tested and approved by one of the IEC / NABL Accredited Testing Laboratories including Solar Energy Centre (SEC).In case of module types for which, such Test facilities may not exist in India, test certificates from reputed ILAC/IECEE Member body accredited Labs in abroad (with proof of accreditation) will be acceptable.			
14	If there are any discrepancy found in the test results and the values specified by the Supplier, the Supplier will be bound to accept the decision made by CUSTOMER / REIL in respect of taking further course of action.			

Warranty			
1	Material Warranty	The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than ten (10) years from the date of sale to REIL.	
		Defects and/or failures due to manufacturing	
		Defects and/or failures due to quality of materials	
		Non-conformity to specifications due to faulty manufacturing and/or inspection processes.	
		If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owner's sole option.	
2	Performance Warranty:	The manufacturer should warrant the output of Solar Module(s) for at least 90% of its rated power after initial 10 years & 80% of its rated power after 25 years from the completion of trial run at site/date of final commissioning.	
		Modules with lower degradation rate less than 0.7% per year will be considered.	
		The Supplier shall provide the Warranty Certificate for performance of the modules to REIL prior to delivery of the products to the respective sites.	
		If, Module(s) fail(s) to exhibit such power output in prescribed time span, the Supplier will bound to either deliver additional PV Module(s) to replace the missing power output with no change in area of site used or replace the PV Module(s) with no extra cost claimed at Owner's sole option.	
Approvals			
1	Commercial Datasheet	The Supplier shall provide commercial datasheet and Guaranteed Technical Particular datasheet. The typical solar PV module electrical characteristics including current- voltage (I-V) performance curves and temperature coefficients of power, voltage and current shall be provided for all the modules at the time of supply.	
2	Bill of Materials (BOM)	The Supplier shall provide the Bill of Materials (BOM) of the module that is submitted for approval along with the datasheets of each component. The	

		component datasheet shall contain all the information to substantiate the compliance for component specifications mentioned above. The Supplier shall also provide complete test reports and certifications for the module proposed as per above.		
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Manufacturing and Inspection

1	The Supplier shall inform the module manufacturing schedule to the REIL at least 7 (seven) working days before the start of proposed schedule.		
2	The Customer / REIL shall perform material inspection at the Manufacturer's factory before the start of proposed manufacturing schedule. Proof of procurement of components as per the approved BOM mentioning manufacturer name, manufacturing date and relevant test certificate shall be submitted during material inspection for verification.		
3	The Manufacturing shall start only after the clearance by the Customer / REIL after the material inspection.		
4	The cells used for module making shall be free from all defects like edge chipping, breakages Printing defects, discoloration of top surface etc. Only Class A solar cell shall be used.		
5	The modules shall be uniformly laminated without any lamination defects.		
6	Current binning of modules shall be supplied to limit current mismatch of modules. Different color codes shall be provided on the modules as well as pallet for identification of different bins. Maximum three nos. of bins will be allowed for each Module rating.		
7	Pre-dispatch inspection of modules shall be performed as per the inspection protocol.		
8	The Supplier shall arrange for the details of the materials along with specifications sheets from the manufacturers of the various components used in solar modules along with those used in the modules sent for certification. The Bill of materials (BOM) used for modules shall not differ in any case from the ones submitted for certification of modules.		
9	Proof of procurement of components like cell, back sheet, lamination material, frames, Glass, sealant etc.), mentioning manufacturer name, manufacturing date and relevant test certificate shall be submitted at the time of pre-dispatch inspection and acceptance.		
10	The I-V characteristics of all modules as per specifications to be used in the systems are required to be submitted at the time of supply.		
11	Spares: Supplier shall provide spare PV Pannels for 10 years O&M Period, so that they can be replaced in case of any fault. Following spares can be supplied by the supplier: 1. 0.25% of total Modules Qty. 2. 1% Modules By Pass Diode of total Qty.		

SIGNATURE WITH STAMP

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/21-22/IND/E-PROC./ 21099

COMMERCIAL TERMS AND CONDITIONS

S. No	DESCRIPTION	REIL COMMERCIAL TERMS FOR POLY CRYSTALLINE SPV MODULES	OFFER STATUS*	
			COMPLIED/ NOT COMPLIED	DEVIATION IF ANY
1	Manufacturer	The offer shall be quoted only by the original Indian PV module manufacturer or their Authorized dealers / Distributors. Any offers received from parties other than original PV module manufacturer (India)/ their dealers/distributors shall be rejected. The manufacturer are in ALMM list approved by MNRE vide file no. 283/54/2018-GRID SOLAR-part(1) dated 10.03.2021 & 17.08.2021 and also valid at the time of supply of material from time to time.		
2	Fixed Prices	Bidder should quote the fixed prices for entire delivery period on FOR REIL, Kanakpura Jaipur basis (Inclusive of packing forwarding, Freight, Insurance & Unloading of material).		
3	Rate Contract Period	Rate contract should be valid for a period up to December,2021.		
4	GST	The GST if any is to be clearly mentioned in BOQ. Bidders shall indicate clearly GST as applicable for the quoted items in BOQ. In the absence of clarity of these, any claim at a later date will not be entertained. Any changes in Taxes after award of the contract will not be considered except such are those, which are imposed by Govt., notification within the contractual delivery. Seeking price amendments for change in GST due to crossing of turnover limits will not be considered under any circumstances.		
5	Delivery Schedule	The total quantity is to be supplied in three Lots as per details below: 1) 512 kWp SPV Modules by 20-10-2021 2) 768 kWp SPV Modules by 15-11-2021 3) 1361 kWp SPV Modules by 15-12-2021. The Modules is to be supplied within 2 weeks from our Delivery Clearance issue time to time as per our requirement on mutually agreed within the contract validity.		

6	Supply Tolerance against P.O.	Plus or Minus 5% tolerance in supply quantity & corresponding value is allowed.Quantity may increase/decrease of required item as per our requirement.		
7	Payment Terms *	95% payment on 90 days clean credit after acceptance of material and balance 5% after submission of required PBG.(Loading factor for payment terms deviation as per Note:-2)		
8	Performance Bank Guarantee	Performance Bank Guarantee for 5% of Contract Value for product warranty period will be required before clearance of balance 5% payment.		
9	Inspection	REIL reserves the right to carry out pre-despatch inspection for any or all lot by their own or by its authorised representative at supplier's end. The supplier should have the requisite facility to carry out the performance & routine test on the modules. Power reference for module will be SEC approved module of REIL.Pre dispatch inspection report will be part of dispatch document for inspected lot.		
10	Validity	Offers must be valid for at least 45 days from the date of opening of the tender.		
11	Test/Qualification certificate	All consignments must be accompanied by a test report and quality 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.		
12	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.		
13	Offer	Part-I Technical and Commercial Offer is to be opened by the REIL committee.Offer should be submitted strictly as per attached Annexure. Offer received without proper format may not be considered.		
14	Price Offer	Part-II Price bid of 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.		
15	Order Placed	Order will be placed on L1 bidder. L1 bidder will be considered for each line items in BOQ.However REIL reserve the right to offer L1 rates to other qualified bidders also. 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.		

16	Non Blacklisting	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.		
17	Date Extension	Based on the response to the e Bid 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 regarding extension of date will be available on web site eprocure.gov.in only.REIL reserves the right to postpone the date of receipt of bids, accept or reject any bid without assigning any reason.		
18	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 purchase 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 in eventuality of RISK PURCHASE, may be banned for business with REIL.		
19	Liquidated Damages Clause	If supplier fails to deliver the modules as per the accepted delivery schedule, a penalty shall be imposed and realized @ ½% per week subject to maximum of 5% of delayed supply.		
20	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.		
21	Legal or arbitration issues	Bidder having any legal or arbitrary issues pending with REIL directly or indirectly are not eligible to quote in the tender.		
22	Udhyam Registration	As per recent Govt. guideline, manufacturer/service provider has to take Udhyam Registration to avail the benefits of MSME. Attached your copy of Udhyam Registration with this tender.		
23	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.		

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 for Payment Terms -

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

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

Bank charges shall be to respective accounts. REIL bank charges to REIL account and beneficiary bank charges to beneficiary account. All credit periods will be calculated from date of material receipt at site. Note: Offer/ s with payment terms other than the payment terms indicated at clause No. 9 or Deviated Payment terms with loading indicated at Note 2 above are liable for rejection.

SIGNATURE WITH STAMP

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/21-22/IND/E-PROC./21099

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 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) 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.

6) 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.

7) RESTRICTION 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 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.

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 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.

11) DURATION OF CONTRACT

This contract shall take effect on the day of execution of this contract and shall endure for the period up to December,2021 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) CONSTITUTION OF THE FIRM

(13.1)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)**

(13.2)

- 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.

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.

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 SC1ST 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.
- 4. CA certificate as per annexure-VII is to be submitted in support of your firm falling under MSME

16) 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).

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/21-22/IND/E-PROC./21099

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

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/21-22/IND/E-PROC./21099

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 and having UdhogAdhar no.

We also certify that the investment in plant and machinery (Imported and indigenous) as on date isRs.....

Chartered Accountant

Firm name:-

Signature with seal

UDIN

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/21-22/IND/E-PROC./21099

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

[Duly Notarised on Rs. 100/- Stamp Paper]

Bid Security Declaration

In reference to “REIL” Tender for “ _____ [Subject of Tender] “ published vide NIT/Bid Document No : _____ dated: _____, We, _____ [Name of the bidder]” hereunder referred to as Bidder”.

- (a) understand that, according to tender conditions, bids must be supported by a Bid Security Declaration.
- (b) hereby submit a declaration that the bid submitted by the undersigned, on behalf of the Bidder, shall not be withdrawn or modified during the period of bid validity as mentioned in the tender document.

We, _____ [Name of the bidder], also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if _____ [Name of the bidder] fail to sign the contract in case the work is awarded to us or fail to submit a performance security before the deadline defined in the tender document/letter of award, then _____ [Name of the bidder] shall be suspended for participating in all government Tenders, for a period of 5 year from bid due date of above referred tender.

We _____ [Name of the bidder] also understand that this Bid Securing Declaration shall cease to be valid if We are not the successful Bidder, upon the earlier of:

- (a) the receipt of your notification of the name of the successful Bidder; or
- (b) thirty days after the expiration of the validity of our Bid

Signed: _____ (insert signature of person whose name and capacity are shown)
in the capacity of: _____ (insert legal capacity of person signing the Bid Securing Declaration)
Name: _____ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of _____ [Name of the bidder]

Dated on _____ day of _____, 2021 (insert date of signing)

Company Seal (where appropriate)

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Tender ref. REIL/MM/21-22/IND/E-PROC./21099

Check List

Sr. No.	Required Documents	Annexure	Remark
1	Sealed and signed Terms and Conditions of the tender	Annexure-I	
2	Sealed and signed process compliance form.	Annexure-II	
3	Sealed and signed Technical specification of Solar Photovoltaic Module of 380 Wp.	Annexure-III	
4	Sealed and signed commercial terms & conditions	Annexure-IV	
5	Sealed and signed general terms & conditions	Annexure-V	
6	Sealed & signed under taking as per from manufacturer for nonblack listing.	Annexure- VI	
7	Sealed & signed CA Certificate	Annexure- VII	
8	Sealed and signed undertaking of No Near Relative	Annexure -VIII	
9	Sealed and signed Bid Security Declaration (Duly Notarised on Rs. 100/- Stamp Paper)	Annexure -IX	
10	Checklist	Annexure -X	