

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 SPV MODULE MOUNTING STRUCTURE (MMS) FOR WATER PUMPING SYSTEM, USING 10 NOS 320 WATT & 6 NOS 320 WATT SPV MODULE FROM APPROVED VENDOR"

TENDER NO. REIL/MM/21-22/E PROC/BOS-RE/059 DATED 25.11.2021

Important Dates

Last Date & Time for submitting e- tender: 02.12.2021 up to 03.00PM

Date & Time for opening of e-tenders : 03.12.2021at 03.00 PM

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

Sr No	Document	Item Detail
1	NIT	Notice Inviting Tender
2	Annexure -I	Process Compliance Form
3	Annexure -II	Technical Specifications for SPVModule MountingStructure (MMS) for Water Pumping System using 10 No. 320 Watt 6 No. 320 Watt SPV Module.
5	Annexure - III	Format of Commercial Terms and Conditions
4	Annexure - IV	Format of General Terms and Conditions
6	Annexure-V	Authorization Certificate format
7	Annexure-VI	Certificate for non blacklisting
8	Annexure-VII	Certificate for Undertaking of No Near Relative
9	Annexure- VIII	Certificate for CA Certificate
10	Annexure- IX	Check list

THIS TENDER DOCUMENT CONTAINS

NOTICE INVITING TENDER REIL/MM/21-22/E PROC/BOS-RE/059

This is a Notice Inviting Tender (NIT) for SPVModule Mounting Structure (MMS) for Water Pumping System using 10 No. 320 Watt 6 No. 320 Watt SPV Module as per description and terms & conditions specified hereinafter:

1.1 Item Description & Quantity:

S/No	P/No	Description	Qty (Set)
1	472132	SPV Module Mounting Structure(MMS) for Water Pumping System using 10 No. 320 Watt SPV Module. (As per our drawing no. 472132-1)	300
2	472134	SPV Module Mounting Structure(MMS) for Water Pumping System using 6 No. 320 Watt SPV Module. (As per our drawing no. 472134-0)	300

1.2 <u>e-Tendering Procedure</u>: 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 <u>www.reiljp.com</u> or website of CPPP <u>www.eprocure.gov.in</u>. Final bids are to be submitted on website. <u>www.eprocure.gov.in</u>. Any changes modification in the tender enquiry will be intimated through above Websites only. Tendered 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 <u>www.eprocure.gov.in</u>

1.3 <u>Bid should be submitted as per following instructions only</u>:

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.

Process Compliance Form

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

То

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.:-<u>REIL/MM/21-22/E PRO/BOS-RE/059</u>

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:

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)

a.			Six Digit	Qty (Set)	Offer Status	
S/ N	P/No	Description	Specify HSN Code		Complied	Deviation if any
1	472132	SPV Module Mounting Structure(MMS)		300		
		for Water Pumping System using 10 No.				
		320 Watt SPV Module.				
		(As per our drawing no. 472132-1)				
2	472134	SPV Module Mounting Structure(MMS)		300		
		for Water Pumping System using 6 No.				
		320 Watt SPV Module.				
		(As per our drawing no. 472134-0)				
		SIGNATURE WIT	H STAMP)		

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR Commercial Terms and Conditions

S.n.	Term	Term Status	Description	Complied / Not Complied	Deviation , if any
1	Terms of Delivery	Required	F.O.R. Kanakpura, JAIPUR. (Indusive of Freight, P&F, Insurance & Unloding)	•	
2	GST	Required	Extra as applicable. Please specify the current rate.		
3	Terms of payment	Preferred	100% on 60 days clean credit after receipt of material subject to acceptance by REIL.(Loading factor for payment terms deviation as per Note:-2)		
4	Delivery Time	Preferred	100 No. each item no. 1 & 2 each within 2 week. Balanace quantity after release of delivery clearance against our rate contract.		
5	Rates	Required	L1 rate will be considered item wise and not on the total amount of BOQ		
6	Rate	Required	Firm rate for contract period.		
7	Contract period	Required	Upto 31.03.2021 & same can be extended if mutually agreed for balance quantity, if any.		
8	Test Certificate	Required	Party shall provide certificate from recognized Structural Engineering Institute or Chartered Engineer towards withstanding load of module & high wind velocity up to150 Km/hr before supply of material		
9	Contract qty.	Required	Quantities mentioned are estimated Rate Contract quantity. Purchase Order/ Delivery Clearance will be released time to time on requirement against rate contract. REIL will not be bound to take full qty of awarded Rate Contract .REIL will be bound to take Purchase order / delivery clearance qtyonly.As mentioned above.		
10	Lot size	Required	Confirm normal lot size which can be delivered on 2 week lead time basis.		
11	Supply	Required	Supply of material will be initiated strictly against our delivery clearance.		
12	Marking	Required	Manufacture name / month of supply should be marked on main items.		
13	Packing	Required	Supplied items should be packed properly to avoid physical damage / scratches etc.		
14	Offer validity	Required	60 days from due date.		
15	Catalogue	Preffered	Latest Product catalogue is required		
16	Copy of Authorization Certificate	Required	Required for Dealer. Offer will not be considered without valid authorization from manufacturer.		
17	RoHs Compliance	Preffered	Confirm product is having RoHs compliance. If YES then supporting is required. Preference will be given to parties having RoHs complied product.		
18	Quantity Variation	Required	Quantity may increase or decrease depending upon the requirement.		
19	GST No:	Required	GST no is essential for participating in this Tender. Kindly provide your GST No:		

20	MSME and Startups Clause	Required	1) It is mandatory for MSE bidders to declare their Udhyam Registration/ UdhyogAadhar number on CPP Portal, failing which such bidders will not able to enjoy the		
			benefits of procurement policy for MSE., CA certificate is mandatory for confirmation of MSE status as per recent Government guidelines of Turnover, investment in plant & Machinery and manufacturer of tendered items. If		
			 Udhyam registration is not available then confirmation is needed that you have applied for Udhyam 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 able to enjoy the benefits of Procurement policy for startups and also attach the certificate along with this Annexure. 		
21	Udhyam Registration	Required	As per recent Government guide line, manufacturer / Service provider has to take Udhyam registration to avail benefit of MSME. Attach your copy of Udhyam Registration with tender. Latest policy of MSME will be applicable		
22	Rejection	Required	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.		
23	Delivery	Required	REIL is working in project mode . Therefor 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 direct & indirect damage suffered by the company.		
24	Submission by Associate Firms	Required	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 considered.		
25	ISO Clause	Preffered	Suppliers having ISO 9001:2015 and ISO 14001:2015 shall be given preference.		
26	Corrigendum and extension	Required	Corrigendum and extension if any will be hosted on the following website (www.eprocure.gov.in) only. Please check regularly for further information update.		
27	L.D. Clause	Required	If the delivery of the items is not made by the stipulated date, the party shall have to pay liquidated damages @ 1% of the value of the items per week, subject to a maximum of 10% of the unit delivered price of each unit so delayed.		
28	Other (BOQ)	Required	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.		
29	Other	Required	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.		
30	Registration in REIL	Required	Prior vendor registration in REIL is mandatory.		
31	Sample	Required	New Vendor will be considered for trial order after successful sample evaluation. New Vendor must submit one compete Sample for evaluation prior to tender due date.		
32	New Vendor	Required	In the case of new vendor trial order will be released with condition of 10% PBG or 10% retention payment for 1 year/warranty period whichever is higher.		
33	Legal or arbitration issues	Required	Bidders having any legal or arbitrary issues pending with REIL directly or indirectly are not eligible to quote in the tender.		
			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.	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, Bankchargesshallbetorespectiveaccounts.REILbankchargestoREILaccountandbeneficiarybankchargestobeneficiary account.

GENERAL TERMS AND CONDITIONS

1) AMENDMENT

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

2) SEVERABREILITY

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

3) CONFIDENTIAL TREATMENT

- It is understood and agreed that data, know-how and other such proprietary information that was provided or will be provided by either party, will remain confidential. 4) 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.

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

11)

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.

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:-

- has abandoned the Contract
 has without valid reason fail
 - 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 upto31.12.2021 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 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.

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).

Manufacturer Authorization Certificate

То

Date

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

Dear Sir,

We M/s. to submit tender document in reference to your tender no <u>REIL/MM/21-22/E PROC/BOS-RE/059</u> **Dated** for supply of **SPVModule Mounting Structure** (MMS) for using **10 No. 320Watt & 6 No. 320Watt SPV Module**on our behalf. They are authorize to carry out communication and negotiations on our behalf. Order shall be placed on us for supply of material.

On behalf of company

Name and Designation

Signed and sealed (who has signed the tender)

TENDER REIL/MM/21-22/E PROC/BOS-RE/059

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

Tender ref. No - REIL/MM/21-22/E PROC/BOS-RE/059

"UNDERTAKING OF NO NEAR RELATIVE,

ToDate

DGM (MM),

Rajasthan Electronics & Instruments Limited,

2, Kanakpura Industrial Area,

Jaipur-302034

Rajasthan

Dear Sir,

On behalf of company

Name and Designation

CA CERTIFICATE

To,

Date :

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

Dear Sir,

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

Firm name:-

Chartered Accountant

Signature withseal

UDIN.....

Check List

Sr.	Required Documents	Remark
No.		
1	Sealed and signed process compliance form. (Annexure-I)	
2	Sealed and signed Technical specification of SPVModule Mounting	
	Structure (MMS) forWater Pumping System using 10 No. 320Watt &	
	6 No. 320Watt SPV Module as and commercial conditions (Annexure-II)	
4	Sealed and signed commercial terms & conditions of tender (Annexure-III)	
3	Sealed and signed general terms & conditions of tender (Annexure-IV)	
5	Authorization certificate as per annexure V.	
6	Sealed and signed under taking as per annexure-VI from manufacture for	
	nonblack listing.	
7	Sealed and signed under taking as per annexure-VII from no near relative.	
8	Sealed & signed CA Certificate (Annexure-VIII)	
9	Check list (Annexure-IX)	

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. S.R. Nirmal Designation: Deputy General Manager Contact No: 0141-2471083 E-Mail id- sr.nirmal@reil.co.in