



राजस्थान इलेक्ट्रॉनिक्स एण्ड इंस्ट्रूमेंट्स लिमिटेड, जयपुर
(आई एस ओ 9001 : 2015 & 14001 : 2015 "मिनी रत्न" सार्वजनिक क्षेत्रका उपक्रम)
2, कनकपुरा औद्योगिक क्षेत्र,
जयपुर – 302034
दूरभाष न. : 0141-2471083,
ई मेल : sr.nirmal@reil.co.in वेबसाइट : www.reiljp.com

**NOTICE INVITING TENDER FOR POLYCRYSTALLINE SOLAR PHOTOVOLTAIC
MODULES 335 WP**

TENDER NO. REIL/MM/22-23/IND/E-PROC./22086 DATED 13.02.2023

Important Dates

Last Date & Time for submitting e- tender: **20/02/2023 upto 5.00PM**

Date & Time for opening of e-tenders **21/02/2023 at 5.00 PM**

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

THIS TENDER DOCUMENT CONTAINS

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NOTICE INVITING TENDER REIL/MM/22-23/IND/E-PROC./22086

This is a Notice Inviting Tender (NIT) for **NOTICE INVITING TENDER FOR POLY CRYSTALLINE SOLAR PHOTOVOLTAIC MODULES 335 WP** as per description and terms & conditions specified hereinafter:

1.1 Item Description & Quantity:

S/No	Part No.	Description	Qty (Nos.)
01	830104	Polycrystalline Solar Photovoltaic Modules of \approx 335 Wp made from 72 Nos. of Polycrystalline Silicon Solar Cells as per technical specification enclosed at Annexure-III. Make :- Sova Solar, Navitas, Gautam Solar, Goldi Green, Credence, RenewSys, Warree, Topsun.	6000

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 Co Pronunciations 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.

- b. 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.

The Bid Processing fees and bid security (EMD) are exempted for MSEs Vendors/ Developers registered under NSIC /UdhyogAadhaar Category / Udhyam Registration. Valid certificate is to be submitted along with the technical bid. Price Preference is not applicable to MSEs.

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-dispatch inspection for any or all lot by their own or authorized representative and pre-dispatch 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 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 do not agree to the above RISK PURCHASE CLAUSE and in eventuality of RISK PURCHASE, may be banned for business with REIL
10. Supplier should not be blacklisted in any PSUs/Government/Semi Government / Quasi Government department in India, as on date of submission of bid. In this regard supplier (manufacturer) has to furnish undertaking that they are not blacklisted by any of the above mentioned organization.
11. REIL reserves the right to postpone the date of receipt of bids, accept or reject any bid without assigning any reason

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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 LTD.,
2, KANAKPURA INDUSTRIAL AREA, SIRSI ROAD,
JAIPUR-302034**

Sub:-Acceptance to the process related Terms and Conditions for the e-Tendering

Dear Sir,

This has reference to the Terms & Conditions for e-Tendering mentioned in the tender No. REIL/MM/22-23/IND/E-PROC./22086

We hereby confirm the following:-

- 1) The undersigned is authorized representative of the company.
- 2) We have carefully gone through the NIT, Tender Documents and the Rules governing the e-tendering as well as this document.
- 3) We will honor the Bid submitted by us during the e-tendering.
- 4) We undertake that if any mistake occurs while submitting the bid from our side, we will honor the same.
- 5) We are aware that if REIL has to carry out e-tender again due to our mistake, REIL has the right to disqualify us for this tender.
- 6) We confirm that REIL shall not be liable & responsible in any manner whatsoever for my/our failure to access & submit offer on the e-tendering site due to loss of internet connectivity, electricity failure, virus attack, problem with the PC, digital signature certificate or any other unforeseen circumstances etc.

With regards

Signature with company seal

Name-

Designation

E-mail Id:

Mob No:

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TECHNICAL SPECIFICATIONS OF SPV MODULE

S. No.	DESCRIPTION	REIL TECHNICAL SPECIFICATIONS FOR CRYSTALLINE SPV MODULES	OFFER STATUS*
			COMPLIED/ NOT COMPLIED
1	Cell Type	Polycrystalline Silicon Solar Cell	
2	Module Manufacturer	Should be Indian manufacturer (To be mentioned)	
3	Make required	Sova Solar, Navitas, Gautam Solar, Goldi Green, Credence, RenewSys, Warree, Topsun	
4	Cell Manufacturer	Solar Cells should be manufactured by Domestic (Indian) Manufacturer or procured from Foreign Manufacturer, please specify the type of Solar Cells (Manufacturer Name) to be used for manufacturing of SPV Module. Manufacturers data sheet of Solar Cell is to be provided.	
5	Matrix of cell Arrangement	12 X 6 (72 Nos. of Solar Cells in each Module)	
6	Make of Junction box.	To be mentioned	
7	Glass	High Transmission, Low Iron, Tempered Glass, ≥ 3.2 mm Thick, Trans- > 91.0% as per ASTM Standard C1036-91	
8	Frame	White Anodized Aluminium with anodized thickness >15 micron	
9	Junction Box with Cable	IEC Certified Junction box with 1000 mm cables, IP 67 with by pass diode of suitable current rating with suitable MC4 connector.	
10	Name plate/Label	Name Plate to be laminated inside the module. Name Plate must contain : Name of Manufacturer, Year of manufacture, Type/Model No., Serial No. and Made In India etc.	
11	RFID Tag	Each PV module deployed must use a radio frequency identification (RFID) tag for traceability. The RFID tag shall be laminated inside the module. 1 No. RFID reader is to be provided by the supplier. The following information must be written in the RFID tag used on the each module. * Name of manufacturer of PV module * Name of manufacturer of solar cell * Month and year of manufacturer (separately both for cell & module) * Country of origin (separately for solar cell & module) * Peak wattage, I_m , V_m and fill factor of the module. * Date of obtaining IEC/BIS certificate for PV module design qualification including the test lab issuing IEC/BIS certificate. * Unique serial no and model no of module. * I-V curve of module	

Electrical Data @ STC (1000W/M2, Cell Temp. 25⁰C & Air Mass 1.5 AM)			
1	Peak Power (Pmax)	≈ 335 Wp	
2	Wattage of SPV Module	Please inform the wattage of quoted SPV Modules.	
3	Power out Tolerance	Negative tolerance not acceptable	
4	Maximum Power Voltage (Vmax)	(To be mentioned)	
5	Maximum Power Current (Imax)	(To be mentioned)	
6	Fill Factor	(To be mentioned)	
7	Cell Efficiency	(To be mentioned)	
8	Module Efficiency	(To be mentioned)	
9	Max System Voltage	(To be mentioned)	
Temperature Rating			
1	Nominal Operating Cell Temp(NOCT)	45 °C	
Mechanical Configuration of Module			
1	Dimensions(LxWxH) Preferable Dimention 1972 X997X40 mm	To be mentioned by bidder	
2	Installation Hole Dimension (L x W) CRS 900X950 mm	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	
Certification Configuration of Module			
1	The SPV Modules must be BIS Certificate as per IS 14286	Copy of certificate to be provided	
2	IECCertification 61730-1&2 / equivalent BIS Certification	Copy of certificate to be provided	
3	IEC/Certification 61701 / equivalent BIS Certification	Copy of certificate to be provided	
Bill of Material - Complete BOM Sheet to be provided with make			
1	Testing of Modules	Modules are to be tested at REIL-QA, the supplier have to agree with the power output results for the lot.	

Other Technical Parameters			
S. No.	DESCRIPTION	REIL TECHNICAL SPECIFICATIONS FOR CRYSTALLINE SPV MODULES	OFFER STATUS*
			COMPLIED/ NOT COMPLIED
1	Warranty for Power Output	PV Module must be warranted for their output peak watt capacity, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years. Free replacement against non performance. Warranty Certificate to be provided by the manufacture	
2	BOM	Details of BOM to be used in manufacturing of modules including solar cells should be got approved from REIL prior to commencing supplies.	
3	Packing	Transport worthy packing is required. Confirm for your individual Module packing detail and bulk packing detail i.e. Number of Module in a Pallet.	
4	Module No.	Module Nos. should be mentioned on the packing box.	
5	Electrical Parameters	IV curves of individual modules and list of modules along with their electrical parameters shall be supplied separately with each lot. Soft copy of electrical parameters of the SPV Modules to be provided. PAN file is also to be provided	
6	Other Requirements	SPV module shall perform satisfactorily with ambient temperatures between -10°C & +85°C and shall withstand gust up to 170 Km/h on the surface of the panel. Each and every SPV module shall be checked for conformity with IEC standards and no negative power tolerance shall be accepted.	
		The interconnected cells shall be laminated in vacuum to withstand adverse environmental conditions.	
7	Rating Stickers	All individual modules shall be provided with Rating Sticker label at the back of module which shall provide the information given below for identification. They shall be clearly visible and shall not be hidden by equipment wiring. Type of labels and fixing of labels shall be such that they are not likely to peel off/ fall off during the life of the panel.	
		1. Manufacturer's Name	
		2. Model Number or Type Number	
		3. Overall Dimensions (W x L x D)	
		4. Serial Number	
		5. Year of Make	
		6. Make in India	
		7. Weight (kg)	
		8. Maximum Power (Pmax) , Voltage (Vmp), Current (Imp)	

		9. Short Circuit Current (Isc), Open Circuit Voltage (Voc)	
		10. Main System Voltage	
		11. Relevant standards, Certification lab. Name	
		12. Warnings, if any	
Quality assurance			
1	Performance of SPV modules at STC	<p>1) Test Report: Module power shall be inspected/verified at vendor's work under STC by REIL/Customer</p> <p>2) Sun simulator should be calibrated by a reference PV Module to be tested by MNRE/UL India/TUV Rheinland India/other reputed test lab as per IEC guidelines.</p> <p>Sampling Plan for Inspection by REIL/Customer at Vendor's works General Inspection Level II and AQL 1.5% as per IS 2500 Part 1</p>	
2	Visual Characteristics	<p>Each PV module shall be free from the following visual defects: Cell Characteristics breakage/cracks, Air bubbles or de-lamination, Cells overlapping one another or cells touching the edge frame, scratches on the frame and/or glass, Excessive or uneven glue marks on glass or frame, Inconsistent cell colors. The module shall be complete in all respects. Sampling Plan for Inspection by REIL/Customer at Vendor's works .General Inspection Level II and AQL 1.5% as per IS 2500 Part 1</p>	
3	IR-HV-IR test	<p>Check the insulation between the shorted terminals of junction box and aluminum frame at 1000 V DC before and after HV test. Test Module to withstand High Voltage of 3000V dc as per IEC 61215. Apply 3000 V DC for 1 minute between the shorted terminals of junction box and aluminum frame. There should not be any di-electric break down. Sampling Plan for Inspection by REIL/Customer at Vendor's works Special Inspection Level S-2 and AQL 1.5% as per IS 2500 Part 1</p>	
SIGNATURE WITH STAMP			

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COMMERCIAL TERMS AND CONDITIONS

S. No	DESCRIPTION	REIL COMMERCIAL TERMS FOR POLY CRYSTALLINE SPV MODULES	OFFER STATUS*
			COMPLIED/ NOT COMPLIED
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 authorized dealer / distributor should produced valid authorization as per attached proforma at annexure-VI from the OEM.	
2	Production Capacity	Vendor should have a minimum of 10 MW per annum PV module automated in house manufacturing facilities. PV modules shall be manufactured at the vendors works only.	
3	Supply Capacity	Vendor should have manufactured and supplied cumulative of 1 MW SPV Modules during last 3 year. Details of dispatches in the mentioned period to be validated with customer Purchase orders or customer feedback.	
4	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).	
5	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..	
6	Delivery Schedule	The total quantity is to be supplied within 90 days from the date of issue of PO as mutually agreed. Please confirm weekly supply capacity of modules.	
7	Supply Tolerance against P.O.	Plus or Minus 25% tolerance in supply quantity & corresponding value is allowed. Quantity may increase/decrease of required item as per our requirement.	
8	Payment Terms *	100% payment on 30 days clean credit after acceptance of material	

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 NABL Lab approved module duly verified by REIL. Pre dispatch inspection report will be part of dispatch document for inspected lot.	
10	Validity	Offers must be valid for at least 60 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	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.	
13	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.	
14	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.	
15	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.	
16	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 https://gem.gov.in/ only. REIL reserves the right to postpone the date of receipt of bids, accept or reject any bid without assigning any reason	
17	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	
18	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.	
19	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.	
20	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. MSEs registered under Udyam Registration are eligible to avail the benefits under the Public Procurement Policy for MSEs Order 2012.	
21	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.	
22	Backout Clause	After opening of price bid or on release of PO, if party backs out to supply the material, such party will be debarred from participating in future tenders for same / similar item.	
23	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.	
24	Spiliting of quantity	No spiliting applied in this tender.	

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ELIGIBILITY CRITERIA

S/ No.	ELIGIBILITY CRITERIA	Documents Required	Complied / Not Complied
1.	<p>GENERAL</p> <p>The Bidder should be a Company / Firm / Corporation, incorporated in India under the Companies Act, 1956 or 2013.</p> <p style="text-align: center;">Or</p> <p>A Limited Liability Partnership Firm (LLP) registered under section 12 of Limited Liability Partnership Act, 2008.</p>	<p>Copy of Certificate of Incorporation, GST Registration certificate, PAN</p>	
2.	<p>TECHNICAL</p> <p>1. Bidder must be Manufacturer of the item or an authorized dealer of manufacturer of the item.</p> <p>2. Bidder should have experience of Supply of minimum 2000 Nos. of SPV Module during last three financial years i.e. (2018-19, 2019-20 & 2020-21) across PAN India.</p>	<p>Copy of manufacturer Certificate / Manufacturer authorization Certificate**</p> <p>Copy of Purchase order and details of completion of supply mentioning PO details, date of supply, satisfactory completion certificate from customer.</p>	
3.	<p>FINANCIAL</p> <p>Firm should have a minimum annual average turnover of Rs. 2 Crore during last three financial years i.e. (2018-19, 2019-20 & 2020-21)</p> <p>Net Worth shall be positive for financial year 2020-21</p>	<p>Balance sheet or CA Certificate duly certified (bearing UDIN No) by practicing Chartered Accountant.</p>	

****Note:** An Authorized Dealer have to submit “Manufacturer Authorization Certificate” within 3 days of price bid opening if stands as L-1 bidder.

Annexure –VI

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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) CONSTITUTION OF THE FIRM

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

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

(5.2)

- A. In case of company, tender document must be signed and sealed by Chief Executive of Company or any person authorized by CEO or by any person authorized by resolution of board of directors. Memorandum of Association and notarized Power of Attorney should be uploaded with tender.
- B. In case of Sole Proprietor firm, the bidder must submit (Original/Notarised) affidavit certifying the Sole Proprietorship of firm before date of opening of bid. The bid document must be signed and sealed by authorised person.
- C. In case of Partnership firm this firm should be registered with registrar of firms. The bid document must be sealed and signed by any authorized person. The authorization given in partnership deed or other notarized document must be uploaded.
- D. In case of Joint Ventures, Signed and Sealed bid document by any authorized person duly authorized by all JV members must be uploaded. Original copy or duly notarized copy of JV agreement must be uploaded.
- E. In case of society signed and sealed bid document must be uploaded before tender opening date. Power of Attorney (Original/Notarised) in favour of tender signatory must be submitted.

6) INDEMNITY

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

7) FORCE MAJURE

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

8) RESTRICTION ON EMPLOYMENT

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

9) ARBITRATION

All disputes arising out of this contract and questions relating to its interpretation etc. shall be referred to the contract committee headed by ED/GM and if not resolved shall be referred to the sole arbitration of Managing

Director, Rajasthan Electronics & Instruments Ltd., for his decision, which shall be final and binding on both parties. The Venue of Arbitration proceedings shall be at Jaipur.

10) RISK AND COST

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

11) TERMINATION OF CONTRACT:

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

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

12) DURATION OF CONTRACT

This contract shall take effect on the day of execution of this contract and shall endure upto 31.03.2022 and renewable as per mutual agreement.

13) GOVERNING LAW

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

14) SPLITTING OF TENDER QUANTITY BETWEEN BIDDERS

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

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

15) PREFERENCE TO MSE

1. 25% of the tendered quantity is earmarked for MSE suppliers in this tender
2. Out of the 25% tendered quantity reserved for MSE suppliers, 20% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs.
3. 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 as per Public Procurement (Preference to Make in India) order 2017 and amendment dated 16.09.2020 for promotion of indigenous products to maximum subject to meeting quality standards and specifications.

17) NO NEAR RELATIVE CLAUSE

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

राजस्थान इलेक्ट्रॉनिक्स एण्ड इंस्ट्रूमेंट्स लिमिटेड, जयपुर

Tender ref. REIL/MM/22-23/IND/E-PROC./22086

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/22-23/IND/E-PROC./22086** for supply of SPV Module 335 W on our behalf. They are authorize to carry out communication and negotiations on our behalf. Order shall be placed on them for supply of material.

On behalf of company :

Authorized Person details :

Signature :

Name of Company:

Name :

Signature :

Designation :

Name :

Landline No.:

Designation :

Mobile No.:

Landline No. :

Mobile No. :

Seal :

Seal :

राजस्थान इलेक्ट्रॉनिक्स एण्ड इंस्ट्रुमेंट्स लिमिटेड, जयपुर

Tender ref. REIL/MM/22-23/IND/E-PROC./22086

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

Annexure-IX

राजस्थान इलेक्ट्रॉनिक्स एण्ड इंस्ट्रूमेंट्स लिमिटेड, जयपुर

Tender ref. REIL/MM/22-23/IND/E-PROC./22086

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 he 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)

INTEGRITY PACT**Between**

Rajasthan Electronics & Instruments Limited (REIL), a company registered under the Companies Act 1956 and having its registered office at 2, Kanakpura Industrial Area, Jaipur-302012 (India) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3. The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agent(s)/ representative(s) in India if any. Similarly the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principal(s) if any. Further details as mentioned in the "Guidelines on Indian Agent of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further as mentioned in the guidelines all the payments made to the Indian Agent/ Representative have to be in Indian Rupees only.

2.1.5 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" framed by the Principal.

Section 4 – Compensation for Damages

4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

6.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment in conformity with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to Vigilance Office.

Section 8 –Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

Shri Arunendra Kumar, IRSME (Retd.) has been appointed as IEM for this contract. His address is as below.

KD-80, Kavinagar,

Ghaziabad (UP)-201002

E-mail: noidarail@gmail.com

noidarail54@gmail.com

Shri Sadhu Ram Bansal, Ex-CMD, Corporation Bank, has been appointed as IEM for this contract. His address is as below.

1052, Sanskriti Apartments, Plot No. 35,

Sector-10, Dwarka, New Delhi-110075.

E-mail: sr.bansal123@gmail.com

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the MD, REIL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the MD, REIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 If the Monitor has reported to the MD, REIL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the MD, REIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.8 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the MD, REIL.

Section 10 – Other Provisions

11.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. Jaipur.

11.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

11.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

11.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

11.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address)_____

राजस्थान इलेक्ट्रॉनिक्स एण्ड इंस्ट्रूमेंट्स लिमिटेड, जयपुर

Tender ref. REIL/MM/22-23/IND/E-PROC./22086

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

Sr. No.	Required Documents	Submitted (Y/N)
1	Sealed and signed Notice Inviting Tender.	
2	Sealed and signed Terms and Conditions of the Tender(Annexure-I)	
3	Sealed and signed process compliance form. (Annexure-II)	
4	Sealed and Signed Technical Specification of SPV Module (Annexure – III)	
5	Sealed and signed commercial terms & conditions of tender (Annexure-IV)	
6	Sealed and signed Eligibility Criteria (Annexure-V)	
7	Sealed and signed general terms & conditions of tender (Annexure-VI)	
8	Authorization certificate as per annexure VII.	
9	Sealed & signed under taking as per annexure-VIII from manufacture for nonblack listing.	
10	Sealed & signed under taking of No Near Relative (Annexure IX)	
11	Sealed & signed Bid Security Declaration (Annexure X)	
12	Sealed & signed Integrity Pact (Annexure XI)	
13	Check list for tender document to be uploaded on E- Procurement website (Annexure-XII).	

For any queries regarding tender, please contact:

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