

**EXPRESSION OF INTEREST
FOR
EMPANELMENT OF BUSINESS ASSOCIATES
TO UNDERTAKE
SURVEY, DESIGN, SUPPLY OF FLOATER WITH BOS,
INSTALLATION-COMMISSIONING WITH O&M OF FLOATING
SOLAR PV POWER PLANT(S) ANYWHERE IN INDIA**

ISSUED BY:



RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED
2, KANAKPURA INDUSTRIAL AREA, SIRSI ROAD,
JAIPUR – 302 034

Tel: 0141 – 2470908, 2470363

Fax: 0141 – 2470531

E-mail: deepak.gupta@reil.co.in

Signature and Stamp of Business Associate

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NOTICE INVITING EXPRESSION OF INTEREST

1.	Name of Work	Expression of Interest Undertake SURVEY, DESIGN, SUPPLY OF FLOATER WITH BOS , INSTALLATION-COMMISSIONING WITH O&M OF FLOATING SOLAR PV POWER PLANT(S) ANYWHERE IN INDIA
2.	Area of Operation	Anywhere in India
3.	Cost of EOI document	Rs. 1000/- + 18% GST (Rupees One Thousand only plus Eighteen percentage GST) non refundable by way of Demand Draft (DD), cash, Online transaction from Nationalized/ Scheduled Bank drawn in favour of Rajasthan Electronics and Instruments Limited, payable at Jaipur.
4.	Place of obtaining EOI documents	The EOI documents can be downloaded from the below mentioned website: www.reiljp.com
5.	Period of Issue of EOI Documents/ downloading from website	From 06.02.2024 to 27.02.2024
6.	Last date for Receipt of EOI	For Online Submission of Bid :- 27.02.2024 upto 16:00 Hrs For Offline Submission of Bid :- 27.02.2024 upto 16:00 Hrs Only Online bid submission is allowed. Bidders who have submitted offline only, shall not be considered.
7.	Address to which EOI documents should be sent	AGM (RE) Rajasthan Electronics & Instruments Limited, 2, Kanakpura Industrial Area, Sirsi Road, Jaipur – 302034 Tel: 0141-2471083 Fax: 0141-2470139 E-mail: deepak.gupta@reil.co.in
8.	Date & Time of Opening of EoI	28.02.2024

Note: - REIL reserves the right to withdraw from the process or any part thereof without assigning any reason what so ever. No liability what so ever shall be accrue to REIL in such event.

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1. BACKGROUND

1.1 About REIL:

Rajasthan Electronics & Instruments Limited (REIL) is a rapidly growing “Mini Ratna” Central Public Sector Enterprise under the administrative control of Department of Heavy Industry, Ministry of Heavy Industries and Public Enterprises, Government of India; with the aim to undertake manufacturing and development of professional grade electronic equipments and solutions in the area of Dairy, Renewable Energy and IT solutions. The Company is jointly promoted by the Government of India (51% share) and Government of Rajasthan (49% share through RIICO, Jaipur).

The USP of the Company lies in providing onsite service to rural/urban users through a network of 8 Regional Offices, 17 FMCs (Field Maintenance Centre) and 104 Sub-FMCs.

The products/ instruments widely accepted in the market includes EMT, Automatic Milk Collection unit, Smart-AMCU, Data processor Milk Collection Unit, Smart DP-MCU, Auto-EMT, DP-EMT, UMA, EWS, RMRD, RFID, IMMS, MILKO SCAN and other high end equipments.

REIL is in the business of SPV modules, systems, and applications, since 1985. It has capacity of producing over 19 MW of SPV modules. The Company has executed a largest off grid project of 11 MWp and installed SPV power plants at the Atal Seva Kendra at 9348 nos. of Panchayat Samities and Gram Panchayat to power up computer systems in rural areas.

REIL had also executed a project for supply, Installation, Testing & Commissioning of approx. 125000 nos. of Solar Power Pack for Home Lighting in Rural areas.

REIL has also installed and commissioned 5 MW Grid connected SPV Power Plant at village – Rawara, Taluka Bap, District–Jodhpur (Rajasthan) which reflects our experience in Grid connected MW size Power Plants and more than 10 MW cumulative Grid Connected Systems installed across then country with ranging from 5kWp- 1000kWp.

The Company functions with a Vision of **“To be the leader in the rural sector for business areas of Dairy Electronics, Significant Player in Renewable Energy, Electric Mobility and in related areas of Information Technology applications and Skill Development”**.

The product range of the Company addresses following segments.

Renewable Energy,
Agro-Dairy Electronics &
Information Technology

REIL continues to be dedicated to its mission **“To put in efforts to meet the existing and emerging needs of customers and serve them through developing/ marketing and delivery of quality products and dependable after sales service”**.

Company is scaling up its operations and intends to spread business in a larger way to all parts of the country. Company has scaled up its production capacity to 19 MWp by adding state of art automated PV module production line of capacity 12 MWp and plans to add up to 100 MWp.

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1.2 About this Expression of Interest:

Rajasthan Electronics & Instruments Limited (REIL) invites Expression of Interest for Selection of Business Associates to Undertake Survey, Design, Supply Of Floater With BOS, Installation-Commissioning With O&M of FLOATING Solar PV Power Plant(S) anywhere In India

Only Empanelled Business Associates through this EOI shall eligible to participate in Consortium/ NIT tenders issued by REIL in future (if/any) for similar nature of work (i.e Survey, Design, Supply Of Floater With BOS, Installation-Commissioning With O&M of FLOATING Solar PV Power Plant(S) anywhere In India) The validity of empanelment shall be upto 31st March 2025.

2.0 SCOPE OF WORK FOR BUSINESS ASSOCIATE

Broad scope of work under this EOI is as under :-

1. The empanelled Business Associates shall conduct survey of proposed site, design floating structures as per latest technical specifications and Standards, preparation of feasibility report and submission of same to REIL for approval.
2. The empanelled Business Associates shall do Study of electricity consumption pattern, Design the solar system capacity to minimize the electricity bills, feasibility study for solar power plant at Pond/Tank/Lake/Dam etc. , preparation of drawings such as electrical drawings, Mounting Structures drawings with STAAD report and detailed civil/electrical drawings of proposed solar plants and submission of same to REIL for approval.
3. Supply, Installation- Commissioning of Floating Solar system as per drawing approved by REIL.
4. The empanelled Business Associates shall obtain all necessary NOC from the concern govt. departments for installation- commissioning of plants.
5. Safety & security of materials shall be arranged by empanelled business associates. All necessary insurance shall be taken by empanelled business associates.
6. Empanelled Business Associate would deliver the material as per REIL's specifications at site & submit documents to REIL for approval.
7. Supply, Installation & Commissioning:-
 - Supply, Installation Commissioning of SPV System mean:-
 - A) Supply of all necessary materials as per specifications provided by REIL
 - B) Supply of floating Structures suitable for rooftop/ground mounted plant as per drawing approved by REIL.
 - C) Pre Dispatch Inspection of materials as per the requirement.
 - D) Installation Commissioning of complete Solar Power plant as per drawings approved by REIL.
 - E) Interfacing of SPV modules with String Inverter & required accessories
 - F) All inter connected wire / cable shall be in conduit pipe /casing.
 - G) Net Metering arrangement.

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H) Installation-commissioning of Net & Solar meter as per Discom guideline.

8. All necessary (as per technical specifications of project provided by REIL) materials required for installation, civil work such as cement, concrete, etc. & all necessary requirements pertaining to project shall be arranged by Empanelled Business Associate.
9. Empanelled Business Associate would get the supply, installation & commissioning documents duly verified from the respective authorities/Beneficiary & submit the same to REIL. Document includes all required documents, photographs etc. required for claiming payments or as required by REIL.
10. Empanelled Business Associate shall undertake the O&M activities during O&M period such as frequent site visit ,attend complaint within 2 working days, regular cleaning of modules, generation analysis, maintaining min. 15% CUF of Plant or as per requirement , settlement of electricity bills with local Discom (if/any)etc.
11. Empanelled Business Associate shall establish After Sales Service network in respective division during O&M period.
12. In future Joint Venture/Consortium (if required) shall carry out only with Empanelled Business Associates.

Detail scope of work or subsequent terms and conditions for the project will be as per the requirements of project.

3.0 EMPANELMENT PROCESS

3.1 SUBMISSION OF E.O.I.:

Rajasthan Electronics and Instruments Limited (a public sector undertaking), plans to empanel reputed firms in the field of floating solar works as Business associates to Undertake Survey, Design, Supply Of Floater With BOS, Installation-Commissioning With O&M of FLOATING Solar PV Power Plant(S) anywhere In India. Eligible Business Associates are advised to read this document in detail and assess their capabilities before submission of Expression of Interest.

The following points shall be considered towards empanelment of Business associates:-

1. This Invitation has been prepared to enable potentially interested Firms who are meeting the qualification criteria to submit their Expression of Interest ("EOI").
2. All the Business Associates meeting the eligibility criteria defined under this EoI shall be short-listed for further empanelment. Shortlisted Business Associates shall be required to give the presentation in front of committee on their business aspects and techno-Commercial Strength such as experience to work with Statuary/regulatory govt. bodies, working experience in Renewable/Power Sector etc.
3. **Committee will decide to empanel/reject Business Associates.** The decision of the evaluation committee on technical suitability shall be final & binding.
4. The successful Business Associates shall be intimated about the empanelment by REIL and

Signature and Stamp of Business Associate

Empanelled Business Associates shall submit the Security Deposit as per Clause no. 3.5.

5. Interested agencies may download the Notice for EoI document from the website of the company www.reiljp.com eproc portal . The prospective agencies desirous of participating may view and download the document free of cost from the website of REIL. However Business Associates need to submit the document fee of Rs. 1,000/- + 18% GST (Rupees One Thousand only + 18% GST) through Cash/DD/Online trans. and submit its copy along with the response. The proposals received without the EoI document fees will result in rejection of the proposal.
6. Interested agencies may submit their Expression of Interest (EoI) by providing all the necessary documents in English as specified in this document for each of the qualifying criteria as proof of meeting the Eligibility criteria.
7. Interested Business associates shall be submitted the documents as per EOI requirement **online** on **EPROC PORTAL within scheduled time and date mentioned above. (i.e 27.02.2024, 16:00 Hrs).**
No proposal shall be considered without submission on E-proc Portal.
8. **Hard Copy of EOI shall also be submitted at REIL office on or before 27.02.2024, 16:00 Hrs.**
9. The Expression of Interest document should be submitted in a sealed cover and reach the following address as per detail given below by **16:00 hours on or before 27.02.2024**. Any submission beyond the stipulated time will be summarily rejected. REIL reserves the right to extend the time period for submission of proposals.

AGM (RE)

Rajasthan Electronics & Instruments Limited,

2, Kanakpura Industrial Area, Sirsi Road,

Jaipur – 302034

Tel: 0141-2470908

Fax: 0141-2470531

E-mail: deepak.gupta@reil.co.in

10. Procedure for submission of proposal

The proposal for Expression of Interest shall contain two sealed envelopes as under.

Envelope-A:

Contents: Copy of Cash/DD/NEFT/RTGS receipt of Rs. 1,000/- +18% GST towards purchase of EoI document fees Super-scribed as “EoI for Selection of Business to Undertake Survey, Design, Supply Of Floater With BOS, Installation-Commissioning With O&M of FLOATING Solar PV Power Plant(S) anywhere In India. ” (EoI document fee)”

Envelope-B:

Contents: Original EoI document and one copy of supporting documents. Super-scribed as EoI for Empanelment of Selection of Business Associates to Undertake Survey, Design, Supply Of Floater With BOS, Installation-Commissioning With O&M of FLOATING Solar PV Power Plant(S) anywhere In India. ” (Original EoI document)”.

The Envelops should be sealed and super-scribed as above. The envelops should be placed in an outer envelope for submission. This outer cover shall be super-scribed as follows:

Signature and Stamp of Business Associate

PROPOSAL FOR EXPRESSION OF INTEREST

For Empanelment of Business Associates to Undertake Survey, Design, Supply Of Floater With BOS, Installation-Commissioning With O&M of FLOATING Solar PV Power Plant(S) anywhere In India.

DUE ON 27.02.2024, 16:00 HRS.

NOT TO OPEN BEFORE 27.02.2024, 16:00 Hrs.

**TO
AGM (RE)
RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED,
2, KANAKPURA INDUSTRIAL AREA,
SIRSI ROAD,
JAIPUR – 302 034**

**FROM
(NAME AND ADDRESS OF THE Business Associate)**

11. REIL reserves the right to withdraw this EoI or reject the whole/part of any/all bids received, without assigning any reasons.
12. The proposals received from Business Associate shall be reviewed by a committee for its confirmative with the bid conditions, competitiveness and benefits to the company.

3.2 EoI Document fee

1. The EoI document fee is Rs. 1,000/- + 18% GST (Rs. One Thousand only plus eighteen percent GST) and is required to be submitted through Cash/DD/NEFT/RTGS before the last date of receipt of response as mentioned in this document. The copy of Cash/DD/NEFT/RTGS receipt should be kept in envelope A.

3.3 Eligibility Criteria

The participation in the EoI is invited from reputed parties/Enterprises who meet all the following criteria.

1. The Business Associate should be a company registered under the Indian Companies Act, 1956 or Companies Act, 2013 for the past three years or more.

Or

The Business Associate should be a company/firm/LLP for the past Three years or more.

2. The Business Associate shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies as on the due date for submission of bid.

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3. The firm should have experience of Design, Supply of floater with BOS, installation - commissioning with O&M of at least one single project of 50kWp Floating Solar Power Plant in any govt. departments/Institutions/PSUs/private company etc. across the Country during last 7 financial years (ending upto 31st Dec of 2023)
4. The Business Associate should have a minimum average turnover of Rs. 30 Lakh/year during last three financial year (i.e 2020-21, 2021-22 & 2022-23). CA certificate with UID no. shall be submitted by business associates.
5. The Net Worth shall be positive and based on audited annual accounts of the company..
6. The Business Associate should have a valid PAN no. & GST no.
7. Undertaking for Necessary manpower to complete the works assigned by REIL , with documentary evidence for the same to be submitted along with this EOI.
8. Bidder shall submit the Purchase Order, Completion certificate issued by govt. department/Institution/PSUs/private sector etc. as per clause no. 3 of "Eligibility Criteria".
9. Bidder should have valid Electrical License issued by State/central govt.
10. Integrity pact shall be signed and submit along with bid. Successful bidder shall submit the Integrity pact on appropriate value non judicial stamp paper with dully signed and sealed after empanelment.

3.4 Area of Work

The empanelled Business associates shall carry out the work in anywhere in India .

3.5 VALIDITY OF EMPANELMENT

The empanelment of successful business associate shall be valid upto 31st march 2024. REIL/committee has reserve the right to extend the empanelment period after evaluation of performance of business associates.

3.6 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

Signature and Stamp of Business Associate

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).

Instructions

1. The Business Associate shall be required to make presentations related to the information sought in response to this EoI.
2. The Business Associate shall bear all the costs for participation in the bid process including preparation of responses to the EoI and must be ready to undertake this activity on its own.
3. The Business Associate should not have been blacklisted by any ministry from any country, Government department or customer of the Central of state Government of the country. This undertaking becomes the part of the Cover-note.
4. Any information provided in the EoI with respect to citations, Projects handled, Office locations or any other information – if found out incorrect by REIL, would lead to disqualification of the Business Associate and other suitable penal actions.
6. This EOI does not constitute and will not be deemed to constitute any commitment on part of REIL for any purchase/work order.

7. EXCLUSIVITY:

During the validity period of this EoI, unless with the previous written consent of the other Party to the contrary, the Parties shall not enter into any similar agreement/ Memorandum of Understanding of any nature in respect of the Project and/ or discuss matters concerned under this Agreement, either directly or indirectly or through its subsidiary/ associate or otherwise with any other party (ies).

3.7 Disqualification

1. REIL shall not consider for the purpose of qualification, an EOI, which is found to be incomplete in content and/ or attachments and/ or authentication, etc.
2. Without prejudice, a sole Firm or a consortium may be disqualified and its EOI dropped from further consideration for, but not limited to, any of the reasons listed below:
 - Misrepresentation by the potential Firm or any member of the consortium during or after the EOI process; (or)
 - Failure by the parties mentioned above to provide necessary and sufficient information required to be provided in the EOI; (or)
 - Where a party has already submitted an EOI as sole interested Firm and such party submits another EOI as a member of a consortium;(or)
 - Where a party has already submitted an EOI as a member of a consortium and such party submits another EOI either as a sole interested Firm or a member of another consortium. (or)
 - Parties convicted by a Court of law; (or)
 - Parties against whom any adverse order has been passed by a regulatory authority that casts a doubt on the ability of the party to manage large works.

Signature and Stamp of Business Associate

3.8 GENERAL TERMS & CONDITIONS OF THE CONTRACT

1) AMENDMENT

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

2) SEVERABLEITY

In the event that any or any part of the terms conditions or provisions contained in the EoI 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 Business Associates shall 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 Business Associates 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.

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8) ARBITRATION

The parties agree to use their best efforts to resolve any dispute that may arise under the Agreement through good faith negotiations. No party shall commence any arbitration or litigation in relation to this Agreement unless it has first invited the Chief executive of the other party to meet with its own Chief executive for the purpose of endeavouring to resolve the dispute on mutually acceptable terms.

Any dispute arising under this Agreement which cannot be settled by negotiation between the parties or their respective representatives shall be submitted to arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996.

9) RISK AND COST

In the event of failure on the part of the Business Associate 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 Business Associate.

10) 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)

11) OTHER TERMS & CONDITIONS:

Compliance with Regulations and Indian Standard:- All works shall be carried out in accordance with relevant regulations, both statutory & those specified by the Indian standard related to the works covered by this specification. In particular the equipment and installation will comply with the following:-

- a. Work man's compensation act.
 - b. Minimum wages Act.
 - c. Payment wages Act.
 - d. Contract Labour regulation & abolition Act.
 - e. ESI, PF & Bonus Act.
 - f. Regulation under Indian Electricity Rules,
 - g. Safety & electrical Standard as applicable
 - i Watch & Ward:-
- Empanelled business Associates shall arrange for compliance with statutory provision of safety regulation and departmental requirements of safety codes in respect of labour employed on the work by the Vendor. Failure to provide such safety requirements would make the Vendor liable for penalty. The department will make arrangement for the safety requirements at the cost of the Vendor & recover the cost thereof from him.
 - Company shall not be held liable or responsible for any illness and for physical harm sustained by the Empanelled business Associates authorized representative during the execution of this agreement as they will not be deemed in any manner as employee of the company.

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- Correction, over-writing and alteration should be initialed and dated by the business Associates otherwise the bid is liable to be rejected. The bid shall be typed or written in ink. Unit rates should be mentioned in the specified format failing which the bids are not likely to be considered.
- All business Associates shall therefore, furnish declaration that their firm is not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment. It is also to be declared that their firm has not been black listed by any Central/State/ Public Sector Undertakings in India. The declaration should be verified by the Notary Public.
- The business Associates shall sign these conditions on each page at the end in token of acceptance of all the terms and it would be attached with the bid along with the declaration mentioned in above. He should also sign at the bottom of each of the pages of his bid to be submitted.
- The company shall be fully absolved from the third party claims and damages during the execution of the contract.

Signature and Stamp of Business Associate

4.0 Appendices**Appendix I****Covering letter from the Business Associate**
(To be submitted on Business Associate's Letter Head)

Reference:

Date

AGM (RE),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area,
Sirsi Road,
JAIPUR – 302 034

Subject: Expression of Interest for empanelment of Business Associates To Undertake Survey, Design, Supply Of Floater With BOS, Installation-Commissioning With O&M of FLOATING Solar PV Power Plant(S) anywhere In India

Dear Sir,

This is to notify you that our company intends to submit a proposal in response to the EoI for “Empanelment of Business Associates to undertake Survey, Design, Supply Of Floater With BOS, Installation-Commissioning With O&M of FLOATING Solar PV Power Plant(S) anywhere In India.

Primary and Secondary contacts for our company are:

Name	
Title	
Company Name	
Address	
Phone	
Mobile	
E-mail Id	

We confirm that the information contained in this response or any part thereof, including appendix, exhibits, and other documents and instruments delivered, or to be delivered to REIL is true, accurate, verifiable and complete.

This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process or unduly favours our company in the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so, We further undertake that our Company is never black-listed by any Ministry, Government Departments/PSUs of the Central or State Government of the country.

We agree to abide by the terms and conditions set forth in this EoI.

(Signature)

(Name)

(Designation)

Signature and Stamp of Business Associate

Appendix 2

Authorization Letter

(To be submitted on Business Associate's Letter Head)

Reference:

Date

AGM (RE),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area,
Sirsi Road,
JAIPUR – 302 034

Subject Expression of Interest for empanelment of Business Associates To Undertake Survey, Design, Supply Of Floater With BOS, Installation-Commissioning With O&M of FLOATING Solar PV Power Plant(S) anywhere In India.

Dear Sir,

With reference to above mentioned EOI, _____ (Name of person who is authorize to sign), _____ (Designation), is authorize to sign the above mentioned tender document on behalf of the Company for "Expression of Interest for empanelment of Business Associates To Survey, Design, Supply Of Floater With BOS, Installation-Commissioning With O&M of FLOATING Solar PV Power Plant(S) anywhere In India.

."

Signature of _____ (Name of person who is authorized to sign) is attested below.

Thanking You,

Yours faithfully,

Name
Designation

Signature of _____ (Name of person who is authorized to sign)

Attested

Signature and Stamp of Business Associate

Appendix 3

UNDERTAKING

(To be submitted on Business Associate's Letter Head)

AGM (RE)
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area, Sirsi Road,
Jaipur – 302034
Tel: 0141-2470908
Fax: 0141-2470531
E-mail: re@reil.co.in

Sub: Expression of Interest for empanelment of Business Associates To Undertake Survey, Design, Supply Of Floater With BOS, Installation-Commissioning With O&M of FLOATING Solar PV Power Plant(S) anywhere In India.

Ref.: REIL/RE/EoI/2023-24/003

With reference to above tender, we _____(Name of the firm/Business Associate) hereby certify that we have not been banned /de-listed/ blacklisted/ debarred from business by any PSU/ Govt. Department during last 03 years.

Thanking You,
Yours faithfully,

Name of the Authorized Signatory
Designation

Signature and Stamp of Business Associate

Appendix 4

Eligibility criteria checklist

S. No.	Eligibility criteria	Supporting documents Required	Documents Attached (Yes/No)
1.	The Business Associate should be a company registered under the Indian Company act 1956, or company act 2013.	Certificate of Incorporation	
2.	The Business Associate should have a valid PAN & GSTIN no.	PAN Card & GSTIN	
3.	30 lakh turnover in any year during last three financial years	Copy of audited Balance Sheets for respective Financial Year & CA Certificate	
5.	Experience in Design, Supply of floater with BOS, installation - commissioning with O&M of at least one single project of 50kWp Floating Solar Power Plant in any govt. departments/Institutions/PSUs/private company etc. across the Country during last 7 financial years (ending upto 31 st Dec of 2023)	Work order certificates, Completion Certificates	
6.	Cover Letter	Appendix 1	
7.	Authorization Letter	Appendix 2	
8.	The Business Associate shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies as on the due date for submission of bid.	Appendix 3	
10.	Bank details of e- payment	Appendix 5	
11.	Quality Based Selection (QBS)	Appendix 6	
12.	INTEGRITY PACT	Appendix 7	

Signature and Stamp of Business Associate

Appendix 5**Bank details of e- payment**

- 1. Name & Address** : Rajasthan Electronics & Instruments Ltd., Jaipur
2 Kanakpura Industrial Area Sirsi Road, Jaipur
- 2. Contact No.** : Tel.: (0141) 2470908,
Fax No. 0141-2470531
- 3. Name of the bankers** : Punjab National Bank, Mid Corporate Branch, M. I. Road, Jaipur (Raj.)
(Branch Code 0221)
- 4. MICR Code No.** : 302024003
- 5. Bank Account No.** : 0221008700000152 (Cash-Credit account)
- 6. RTGS/IFSC Code No.** : PUNB 0022100
- 7. PAN No.** : AABCR1528G
- 8. Service Tax No.** : AABCR1528GST001
- 9. TIN No /VAT No.** : 08202102675
- 10. G.S.T. No.** : 08AABCR1528G1ZL

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Appendix 6**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-302034 (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.

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- 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

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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.

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ShriArunendra 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

ShriSadhu 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.

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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 REIL
(Office Seal)

Place-----

Date-----

Witness: _____
(Name & Address) _____

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

Witness: _____
(Name & Address) _____

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