



RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR
(An ISO 9001: 2015 & 14001: 2015 “Mini Ratna” Central Public Sector Enterprise)
2, KANAKPURA INDUSTRIAL AREA, SIRSI ROAD,
JAIPUR-302034

RATE CONTRACT NO. REIL/RE/25-26/81 Dated 19.08.2025

FOR

**“SURVEY, DESIGN, SUPPLY, ERECTION, TESTING,
COMMISSIONING AND COMPREHENSIVE OPERATION AND
MAINTENANCE FOR 25 YEARS OF 25 MW GRID CONNECTED
ROOFTOP SOLAR PHOTOVOLTAIC POWER PROJECTS ON
STATE GOVERNMENT BUILDINGS/STATE GOVERNMENT
UNDERTAKING BUILDINGS IN RAJASTHAN”**

ISSUED BY:-



RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR
2, KANAKPURA INDUSTRIAL AREA, SIRSI ROAD, JAIPUR- 302034
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Section I: Notice Inviting Tender

1. This Rate Contract (RC)

This is a Rate Contract for “Survey, Design, Supply, Erection, Testing, Commissioning and Comprehensive Operation and Maintenance for 25 years of 25 MW Grid Connected Rooftop Solar Photovoltaic Power Projects on State Government buildings/State Government undertaking buildings in Rajasthan” as per description and terms & conditions specified hereinafter:

Item Description:

S. No.	Description	Quantity
1.	Survey, Design, Supply, Erection, Testing, Commissioning and Comprehensive Operation and Maintenance for 25 years of 25 MW (Jodhpur District) Grid Connected Rooftop Solar Photovoltaic Power Projects on State Government buildings/State Government undertaking buildings in Rajasthan (as per RC specification)	25 MWp

1.1. Bidders must read the complete Rate Contract Document

This NIT is an integral part of the Rate Contract (RC) and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. ‘Tender Information Summary’ (TIS) appended to this notice gives a salient summary of the tender information. Any generic reference to RC shall also imply a reference to TIS as well. Bidders must go through the RC for details before submission of their Bids. However, Bidders must go through the complete RC for details before submission of their Bids.

1.2. Availability of the RC Document

The RC shall be published on the E-procurement Portal. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in Tender Information Summary (TIS). Unless otherwise stipulated in TIS, the download RC is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall not be extended. Any query/ clarification regarding loading RCs and uploading Bids on the e-Procurement portal may be addressed to the contact details given in TIS.

The work 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 rejected. RCs can be downloaded from 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 website 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. Clarifications

A Bidder requiring any clarification regarding the RC may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS (or if not mentioned, before 7 days of the deadline for the bid submission). This deadline shall not be extended in case of any intervening holidays.

2. Eligibility Criteria for Participation in this Tender

Subject to provisions in the RC, participation in this Tender Process is open to all bidders who fulfill the 'Eligibility' and 'Qualification' criteria. Bidder should meet the eligibility criteria as of the date of bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfillment of Eligibility Criteria in Format 1. The Bidder, unless otherwise stipulated in TIS/ AITB:

1) must:

- a. be a natural person, private entity, or public entity (Central/State-owned enterprise or institution).
- b. unless permitted explicitly in TIS/ AITB, not be (or proposes to be, a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).

2) must:

- a. Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.
 - b. (including their affiliates or subsidiaries or contractors/ subcontractors for any part of the contract)
 - i. Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/ or
 - ii. Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:
 - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/ or
 - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
 - suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
 - iii. Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;
 - iv. Not have an association (as a bidder/ partner/ director/ employee in any capacity)
 - of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organization.
 - Of the near relations of executives of Procuring Entity involved in this Tender Process
 - c. Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition
- 3) Must fulfill any other additional eligibility condition, if any, as may be prescribed, in TIS or elsewhere in RC.
 - 4) Must provide such evidence of their continued eligibility to the Procuring Entity if so requested.
 - 5) Must not be involved in litigation/arbitration with the Procuring Organization on account of non-performance of works equivalent to 25% or more of the value of the awarded works by Procuring Entity during the last five (5) years from the Bid Submission Deadline.

- 6) Must be a “Class-I local supplier”.

3. Purchase Preference Policies of the Government

3.1. Public Procurement (Preference to Make in India)

Purchase preference shall be accorded as per Public Procurement (Preference to Make in India), Order 2017 issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry, Government of India as amended from time to time.

3.2. Restrictions/ Prior Registration on Entities from a Class of Countries

Bidder shall adhere the applicable guidelines and policies (Department of Expenditure’s (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020), Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021, Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023)) regarding Land Border Sharing Declaration as amended from time to time. Bidders are advised to review these restrictions and ensure compliance before submitting their proposals.

4. Pre-bid Conference

If so, indicated in TIS, Bidders are requested to attend a Pre-bid conference for clarification on the Tender’s technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

5. Submission of Bids

The Bid should be submitted online failing which the tender shall be liable for rejection. In the event of the space on the bid forms being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bearing the tender number and be duly signed and stamped by the Bidder. In such cases, reference to the additional pages must be made in the tender form. The tender should be submitted in “SINGLE STAGE TWO ENVELOPE SYSTEM”.

5.1. Technical Bid (Cover-I)

Technical Bid (duly signed on each page) is to be uploaded in the e- procurement portal. Technical Bid shall be opened by the REIL committee. Board resolution/ Authorization letter for signing of the bid document from the Bidder is to be submitted. Prices / Costs of the items should not be indicated anywhere in the Technical Bid. This should be followed meticulously failing which the bid is liable to be rejected. All eligibility documents should be submitted with the Technical Bid.

5.2. Financial Bid (Cover-II)

Financial Bid (Price Bid BOQ) given with tender is to 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).

Note: e-Procurement system does not allow submission of documents after due date of tender. Incomplete form or non-submission of required documents may result in rejection of the offer.

5.3. Bids must be uploaded till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.

5.4. Unless otherwise specified in TIS or ITB, originals (or self-attested copies of originals – as specified therein) of specified scanned uploaded documents must be physically submitted sealed in double cover and acknowledgement be obtained before the bid submission deadline at mentioned venue. Failure to do so is likely to result in the bid being rejected. If the office is closed on the

deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue.

- 5.5. No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the e-Procurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
- 5.6. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 5.7. **Integrity Pact:** All Bidders shall have to sign the Integrity Pact with the Procuring Entity as per Annexure-XII. Bids without a signed Integrity Pact shall be rejected.

6. Bid Opening

Bids received shall be opened online at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

7. Disclaimers and Rights of Procuring Entity

The issue of the RC does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to

- a. reject any or all of the bids, or
- b. cancel the tender process; or
- c. abandon the procurement of the Goods; or
- d. issue another tender for identical or similar Goods

Note: For further details, please refer to appended TIS and the complete RC.

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Appendix to NIT: Tender Information Summary (TIS)

Tender Information Summary (TIS)			
1. Basic Tender Details			
Tender Title	“Survey, Design, Supply, Erection, Testing, Commissioning and Comprehensive Operation and Maintenance for 25 years of Grid Connected Rooftop Solar Photovoltaic Power Project on State Government Buildings/State Government Undertaking Buildings in Rajasthan”.		
Tender Estimated price	Rs. 123.62 Crore	Form of Contract	Tender cum Auction
Tender Type	Open Tender [Domestic]	e-Reverse Auction to be held after Financial Bid opening (see AITB also in case of yes)	Yes
Tender Fee (i.e. Cost of RC document)	--Nil--	Tender Inviting Authority:	AGM (MM) REIL, Jaipur
Bidding System	Single Stage Two Envelope	Through	Head of Procurement
Procuring Organization/ Procuring Entity:	REIL, Jaipur	Address	AGM (MM) Rajasthan Electronics & Instruments Ltd, 2, Kamakura Industrial Area, Sirsi Road, Jaipur-302034
Tender Inviting Authority (TIA)	AGM (MM) REIL, Jaipur	Earnest Money Deposit/ Bid Security	Rs.8,70,000/- per MW as per Clause 11.5 of Section-II
2. Schedule of Dates			
Published Date	19.08.2025 at 17:35 Hrs	Bid Validity (Days from the date of Tender Opening)	90 Days
Document Downloading Start Date & Time	19.08.2025 from17:35 Hrs	Document Downloaded End Date & Time	16.09.2025 upto17:00 Hrs
Clarification Start Date & Time	19.08.2025 from17:35 Hrs	Clarification End Date & Time	06.09.2025 upto17:00 Hrs
Bid Submission Start Date & Time	19.08.2025 from17:35 Hrs	Submission Closing Date & Time	16.09.2025 upto17:00 Hrs
Last date for response to Bidder’s clarification	11.09.2025		
Tender Opening (Techno-commercial bid) Date & Time	17.09.2025 at 17:00 Hrs	Tender Opening (Financial Bid) Date & Time	To be communicated to eligible bidders
3. Other Conditions			
Is this item reserved for exclusive Procurement from MSEs		No	
Nature of Bidders eligible – OEMs/ Dealers authorized by OEMs		No Restriction	
Minimum local content for eligibility to participate		Class-I Local Supplier only	
Would the contract be split among more than one bidder		Yes, as per Clause no.15.2.2 (Step IV (5)) Section II	
4. Pre-bid Conference (Clause 4 of Section I)			

Pre-bid Conference applicable or not	Yes
Place, time, and date of the Pre-bid Conference	<p>(For Offline Mode) Conference Hall, REIL 2, Kanakpura Industrial Area, Sirsi Road, Jaipur</p> <p>04.09.2025, 11:00 Hrs</p> <p>(For Online Mode) https://us04web.zoom.us/j/4247596237?pwd=NZioWq79kpNOOazbUveMnlf1aMGTF4.1&omn=77518953271</p> <p>Meeting ID: 424 759 6237 Passcode: z8Pf2c</p>
Place, time, and date before which Written queries for the Pre-bid conference must be received	<p>03.09.2025, 17:00 Hrs</p> <p>Pre bid Queries may sent on following email address –</p> <ol style="list-style-type: none"> 1. deepak.gupta@reil.co.in 7727011714 (M) 2. arun.dwivedi@reil.co.in, 7727011725 (M) 3. vishakha.jain@reil.co.in, 7727011744 (M) 4. himanshu.sharma@reil.co.in, 7340064963(M)
Last date of uploading of minutes, reply to bidder's queries and issue of corrigenda arising out of Pre-Bid Meeting.	11.09.2025
5. Physical submission of Originals Documents uploaded	
Physical documents required/ permitted to be submitted	Yes
If Yes, List of Documents to be submitted physically	Clause– 11.1 of Section –II
Deadline for physical submission of originals/ self-attested copies of Originals of loaded scanned documents	16.09.2025 at 17:00 Hrs.

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Section II: Instructions to Bidders (ITB)

1. Basic Tender Details

The Rate Contract (hereinafter referred to as the ‘the RC’) details the terms and conditions for entering into a contract for the Survey, Design, Supply, Erection, Testing, Commissioning and Comprehensive Operation and Maintenance for 25 years of Grid Connected Rooftop Solar Photovoltaic Power Project on State Government Buildings/State Government Undertaking Buildings in Rajasthan as detailed in Section VII: “Scope of Work”. Bidders must go through the RC for further details. ‘Tender Information Summary’ (TIS) is appended to Section I: Notice Inviting Tender (NIT) for ready reference.

2. Overview of Contents

Unless otherwise stipulated in TIS/AITB, the Sections, Forms and Formats comprising this RC are described in ITB clauses as below. A BOQ file separately available on the e-Procurement Portal is also part of this RC. Any generic reference to RC shall also imply a reference to any/ all the Sections, Forms, Formats and the BOQ file or other files that comprise this RC.

3. Sections of the RC Document

Unless otherwise stipulated in TIS/ AITB, the RC contains the following sections, which are described in subsequent sub-clauses:

- i. Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)
- ii. Section II: Instructions to Bidders (ITB)
- iii. Section III: Appendix to Instructions to Bidders (AITB)
- iv. Section IV: General Conditions of Contract (GCC)
- v. Section V: Special Conditions of Contract (SCC)
- vi. Section VI: Qualification Criteria
- vii. Section VII: Scope of Work
- viii. Section VIII: Technical Parameters
- ix. Section IX: Checklist
- x. Section X: Annexures & Formats

4. Procuring Entity - Rights and Disclaimers

4.1. The Procuring Entity

Bids are to be addressed to the Tender Inviting Authority of the Procuring Entity. The Tender Inviting Authority is the designated officer for uploading clarifying this RC. The contract may designate, as required, Inspection Agency/ Officer and interim/ ultimate Consignee(s) and paying authority who shall discharge designated functions during contract execution.

4.2. Right to Intellectual Property and Confidentiality:

1. The RC and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity’s prior written consent.
2. However, the bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.
3. This condition shall also apply to bidders who do not submit a bid after downloading the RC or who are not awarded a contract in the process.
 - 1) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:
 - a. now or hereafter is or enters the public domain through no fault of Bidder;
 - b. is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
 - c. otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.

- 2) The provisions of this clause shall survive completion or termination for whatever reason of the tender process or the contract.

4.3. Right to reject any or all Bids

The Procuring Entity reserves its right to accept or reject any or all bids, abandon/ cancel the tender process, and issue another tender for the same or similar works at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

4.4. Disclaimers

4.4.1. Regarding purpose of the Tender Document

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

4.4.2. Regarding Documents /Guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus- standi in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

4.4.3. Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

4.4.4. Regarding Tender Document

The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

4.5. Right to Withdraw the RC and To Reject Any Bid

This RC may be withdrawn or cancelled by the REIL at any time without assigning any reasons thereof. The Nodal Agency further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

The REIL reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RC and make its own judgment regarding the interpretation of the same. In this regard the REIL shall have no liability towards any Bidder and no Bidder shall have any recourse to the REIL with respect to the selection process.

Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RC or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, REIL reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by REIL may be a ground for rejecting the Bid(s). Strict adherence to the documents required to be submitted as per Check List given in the Section- IX shall be ensured, failure on this account may lead to rejection of Bid.

REIL reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the RC before Bid Deadline. The decision regarding acceptance of Bid by REIL will be full and final.

5. Bidders' Eligibility and Qualification and Preferential Policies

5.1. Bidders' Eligibility and Qualification and Preferential Policies shall be as per Clauses 2 and 3 of Section I "NIT" and Section VI "Qualification Criteria".

5.2. Conflict of Interest

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in FORMAT 6 - Eligibility Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b. receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- c. has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- d. has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- e. participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- f. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process;
- g. or has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

5.3. The Procuring Entity reserves the right to cancel the Bid of Bidders who will take any assistance or support in any form from any of the independent consultant or consulting agency who is directly associated with the Procuring Entity during preparation of RC and Work Order.

6. Bid Prices, Taxes and Duties

6.1. The Bidder shall refer to GCC/SCC Clause 7.1.

7. Payments

7.1. The Bidder shall refer to GCC/SCC Clause 7.2.

8. Downloading the Tender Document; Corrigenda and Clarifications

8.1. Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned in TIS. The Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

8.2. Corrigenda/ Addenda to Tender Document

Before the deadline for submitting bids, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Procuring Entity may suitably extend the deadline for the bid submission, as necessary. After the Procuring Entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

8.3. Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document from Office/ Contact Person/e-procurement Help Desk as mentioned in TIS, provided the clarifications are raised before the clarification end date mentioned in TIS (or if not mentioned, within 7 days before the deadline for the bid submission). The Procuring Entity shall respond to such requests for clarifications within the timelines as mentioned in TIS. The query and clarification shall be shared on the portal with all the prospective bidders. Any modification of the Tender Document that may become necessary due to the clarification shall be made by the Procuring Entity through an Addendum/ Corrigendum issue under the sub-clause above.

9. Pre-bid Conference

If a Pre-bid conference is stipulated in the TIS, prospective bidders interested in participating in this tender may attend a Pre-bid conference to clarify techno- commercial conditions of the Tenders at the venue, date and time specified therein.

Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno/ commercial conditions.

The date and time by which the written queries for the Pre-bid must reach the authority is mentioned in the TIS. If the dates are not mentioned, such date and time shall be 7 days before the date and time of the pre-bid conference.

Delegates participating in the Pre-bid conference must provide an authorization letter for attending the Pre-bid Conference from the bidder; else, they shall not be allowed to participate. The pre-bid conference may also be held online at the discretion of the Procuring Entity.

After the Pre-bid conference, Minutes of the Pre-bid conference shall be published on the e-procurement portal as time and date stipulated in TIS. If required, a clarification letter and corrigenda to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part

of the Tender Document. In order to give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, the Procuring Entity may suitably extend, as necessary, the deadline for the bid submission.

10. Preparation of Bids

10.1. Language of the bid

Unless otherwise stipulated in the AITB, the bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchange between bidder and the Procuring Entity shall be written in English. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

10.2. Acquaintance with Local Conditions and Factors

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarize himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, the legal, environmental, infrastructure, logistics, communications and any other conditions or factors of which would have any effect on the price to be quoted by him or affecting performance/ completion of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the bidders in these regards.

10.3. Examination Of Bid Document

Before submission of Bid, Bidder is required to carefully examine the technical specification, terms and conditions of RC Document, and other details relating to envisaged work as per the RC. The Bidder shall be deemed to have examined the RC document to have obtained information on all matters whatsoever that might affect the execution of the Project activity and to have satisfied himself as to the adequacy of its Bid. The Bidder shall be deemed to have known the full scope, nature and magnitude of the work and related supplies and the requirements of material and labour involved etc. and as to all supplies he has to complete in accordance with the RC.

Bidder is advised to submit the Bid on the basis of conditions stipulated in the RC. Bidder's standard terms and conditions, if any for what-so-ever reasons, will not be considered. The cancellation / alteration / amendment / modification in RC shall not be accepted by REIL and shall invite rejection of such Bid(s). Bid not submitted as per the instructions to Bidder is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this RC or its amendments, if any.

10.4. Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender Process.

10.5. Interpretation of Provisions of the Tender Document

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or in between-the-lines interpretation is unacceptable.

10.6. Quote Quantities/ Prices in both Numerals and Words

Although the software on the Portal may convert quantities/ rates/ amounts in numerical digits in Bids to words, the bidders are advised to ensure that there is no ambiguity in this regard.

10.7. Alternative Bids not allowed

Unless otherwise stipulated in the TIS/ AITB, conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The Portal shall permit only one bid to be uploaded.

11. Documents Comprising of Bids

All bidding related documents should only be submitted online through e-procurement website. The hard copy of the documents specified in sub clause 11.1 below shall also be submitted to the Procuring Entity. To ensure all requisite and relevant documents are uploaded online and is complete in all respects, a checklist of documents has been provided in SECTION IX.

The Bid in response to this RC shall be submitted by the Bidder in the manner provided in the document. Strict adherence to the documents required to be submitted is to be ensured by the Bidder, failure on this account may lead to rejection of Bid.

11.1. The following documents are **to be submitted in physical form (hard copy)** up to the date and time mentioned in the TIS. The scanned copies of these documents are also required to be uploaded online in Cover-I:

- i. Covering Letter as per FORMAT 1
- ii. Bid Security/EMD of required amount as mentioned in Clause 11.5 of Section-II or UDHYAM registration along with Bid Security Declaration as per Annexure-VII in case of MSE bidders.
- iii. Tender fees as mention in TIS. (Non-refundable).

The original copy must be physically submitted and acknowledgment obtained from the Procuring Entity before the Bid Submission Deadline.

11.2. Technical Bid (Cover-I)

The following documents are to be submitted online (e-procurement portal) only in Cover-I:
(Refer Section IX Checklist)

- a. Covering Letter as per FORMAT 1.
The Bidders shall quote capacity in terms of MW that they wish to bid for Survey, Design, Supply, Erection, Testing, Commissioning and Comprehensive Operation and Maintenance for 25 years of Grid Connected Rooftop Solar Photovoltaic Power Projects on State Government buildings/State Government undertaking buildings in Rajasthan in FORMAT -1 of Technical Bid. Bidder has to quote a minimum capacity of 5MW. The maximum capacity that can be quoted by a bidder shall be 25 MW.
- b. Bid Security/EMD of required amount as mentioned in Clause 11.5 of Section-II or UDHYAM registration along with Bid Security Declaration as per Annexure-VII in case of MSE bidders.
- c. Tender fees as mention in TIS (Non-refundable).
- d. Power of attorney (as per Format 4A/4B/4C) as applicable) issued by the bidder in favor of the authorized person signing the Bid, in the form prescribed in this document (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act-2013).
- e. Joint Venture (JV)/Consortium agreement (or a letter of intent to form a JV in case of award of Contract) in case the bidder is a JV/ Consortium (Format 5).
- f. General particulars of the Bidder as per Format 2 of this RC, including Certificate of Incorporation of Bidder.
- g. Compliance with Code of Integrity and No Conflict of Interest as per Format-6.
- h. Confidentially Undertaking as per Format-7.

- i. All required documents as per Eligibility and Qualification Criteria as per Section-VI.
- j. Annexures- I to IV
- k. Integrity pact as per Annexure-V.
- l. Undertaking for fulfilling Land Border requirement as per Annexure VI
- m. Declaration Certificate for Local Content duly signed by practicing Chartered Accountant as per Annexure IX.
- n. Signed and stamped Copy of this RC Document including all corrigenda.

11.3. Financial Bid (Cover-II)

The Financial Bid (Price Bid/BOQ) is to be uploaded strictly as per the format given with the tender. No element of price is to be indicate anywhere in the Technical Bid, failing which the bid is liable to be rejected. The bidder shall submit their price in terms of per MW rate for the quoted capacity in the Financial Bid as per the BOQ format.

11.4. Bid Validity

Validity of offer shall be 90 days from tender opening date.

11.5. Bid Security/EMD

- i. Interested Bidder shall submit Earnest Money (EMD) of Rs. 8,70,000/- per MW as per its quoted capacity. Each bid must be accompanied by Bid Security. Any Bid not accompanied by an acceptable Bid Security shall be rejected as non-responsive.
- ii. Bidders shall physically submit EMD fee by way of Bank Guarantee (BG) in the prescribed format given in this tender or in form of insurance surety bonds from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI), account payee demand draft, fixed deposit receipt or bankers' cheque or bank guarantee /e-bank guarantee from any of the Nationalized / Scheduled Commercial Banks drawn in favour of Rajasthan Electronics and Instruments Limited, payable at Jaipur, in a sealed envelope titled "Survey, Design, Supply, Erection, Testing, Commissioning and Comprehensive Operation and Maintenance for 25 years of 25 MW Grid Connected Rooftop Solar Photovoltaic Power Projects on State Government buildings/State Government undertaking buildings in Rajasthan" on or before the bid submission.
- iii. Scanned copy of EMD/Receipt of the submission of EMD, needs to be uploaded along with Technical Bid. If not complied, bid will not be considered for opening and rejected outright.
- iv. EMD validity must be 90 days from the last date of bid submission. EMD may be adjusted in the PBG for successful bidders. For unsuccessful bidders, EMD shall be returned back by REIL within 30 days after placing work order to the Selected Bidder(s).
- v. 100% of EMD amount will be forfeited, if a Bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner.
- vi. MSE companies shall be exempted from payment of EMD. It is mandatory for MSE bidders to submit UDHYAM certificate (Manufacturer / Services Enterprises) issued by MSME dept. failing which such bidders will not able to enjoy the benefits of procurement policy for MSE.
- vii. In lieu of bid security, a bid securing declaration as per Annexure-VII shall be taken from MSE bidders.