



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

NIT No.: REIL/NIT/PMC/2025-26/002,

Dated: 27.01.2026

FOR

"Implementation of 17.5 MWp Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Model"

ISSUED BY:-



RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR
2, KANAKPURA INDSUTRIAL AREA, SIRSI ROAD, JAIPUR- 302034
Email: -kamlesh.singh@reil.co.in, Phone No: - 0141-2470908

Table of Contents

| Sr. No. | Required Documents | Page No. | Confirm Submission (✓) |
|----------------|---|-----------------|-------------------------------|
| 1. | Section I – Notice Inviting Tender | 3-5 | |
| 2. | Appendix to NIT: Tender Information Summary (TIS) | 6-7 | |
| 3. | Section II: Instructions to Bidders (ITB) | 8-24 | |
| 4. | Section III: Appendix to Instructions to Bidders (AITB) | 25 | |
| 5. | Section IV: General Conditions of Contract (GCC) | 26-41 | |
| 6. | Section V: Special Conditions of Contract (SCC) | 42-45 | |
| 7. | Section VI –Qualification Criteria | 46-48 | |
| 8. | Section VII - Scope of Work | 49-53 | |
| 9. | Section VIII - Technical Specification | 54-68 | |
| 10. | Section IX: Checklist | 69 | |
| 11. | Section X: Annexures | 70-74 | |
| 12. | Integrity Pact | 75-78 | |
| 13. | Land Border Certificate | 79 | |
| 14. | Bid Security Declaration | 80 | |
| 15. | MII Certificate | 81-82 | |
| 16. | Model PPA Document | 83-116 | |
| 17. | REIL Detail For Bank Guarantee (BG) | 117 | |
| 18. | Draft of Price Schedule (Price Bid) | 118 | |
| 19. | Formats (1 to 9) | 119-136 | |

Section I: Notice Inviting Tender

1. Notice Inviting Tender (NIT)

This is a Notice Inviting Tender for “Implementation of 17.5 MWp Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Model” as per description and terms & conditions specified hereinafter:

Item Description:

| S. No. | Description | Capacity |
|--------|---|----------|
| 1. | Implementation of Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Model (as per NIT specification) | 17.5 MWp |

1.1. Bidders must read the complete Notice Inviting Tender Document

This NIT is an integral part of the Notice Inviting Tender 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 NIT shall also imply a reference to TIS as well. Bidders must go through the NIT for details before submission of their Bids. However, Bidders must go through the complete NIT for details before submission of their Bids.

1.2. Availability of the NIT Document

The NIT 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 NIT 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 NITs 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 rightly rejected. NITs 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 NIT 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 NIT, 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. 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 NIT.
- 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.

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) of GFR (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-V. 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 NIT 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 NIT.

-----XXX-----

Appendix to NIT: Tender Information Summary (TIS)

| Tender Information Summary (TIS) | | | |
|---|--|---|--|
| 1. Basic Tender Details | | | |
| Tender Title | “Implementation of 17.5 MWp Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Model”. | Form of Contract | L-1 |
| Tender Estimated Price | Rs.3.93Crore | Form of Contract | L-1 |
| Tender Type | Open Tender [Domestic] | Tender Inviting Authority: | AGM (PMC) REIL, Jaipur |
| Tender Fee (i.e. Cost of NIT document) | Nil | Tender Inviting Authority: | AGM (PMC) REIL, Jaipur |
| Bidding System | Single Stage Two Envelope | Through | Head of Procurement |
| Procuring Organization/ Procuring Entity: | REIL, Jaipur | Address | AGM (PMC) Rajasthan Electronics & Instruments Ltd, 2, Kanakpura Industrial Area, Sirsi Road, Jaipur-302034 |
| Tender Inviting Authority (TIA) | AGM (PMC) REIL, Jaipur | Earnest Money Deposit/ Bid Security | Rs. 0.45 Lakh per MWp (Indian Rupees Forty Five Thousand per MWp only) as per Clause 11.5 of Section-II |
| 2. Schedule of Dates | | | |
| Published Date | 27.01.2026at 17:00Hrs | Bid Validity (Days from the date of Tender Opening) | 90 Days |
| Document Downloading Start Date & Time | 27.01.2026from17:00 Hrs | Document Downloaded End Date & Time | 16.02.2026 upto17:00 Hrs |
| Clarification Start Date & Time | 27.01.2026from17:00 Hrs | Clarification End Date & Time | 05.02.2026, 10:00 Hrs |
| Bid Submission Start Date & Time | 27.01.2026from17:00Hrs | Submission Closing Date & Time | 16.02.2026 upto17:00 Hrs |
| Last date for response to Bidder's clarification | 12.02.2026 | | |
| Tender Opening (Techno-commercial bid) Date & Time | 17.02.2026 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 | Not applicable | | |
| Would the contract be split among more than one bidder | No | | |

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>05.02.2026, 11:00 Hrs</p> |
| Place, time, and date before which Written queries for the Pre-bid conference must be received | <p>05.02.2026, 10:00 Hrs</p> <p>Pre bid Queries may sent on following email address –</p> <p>1. kamlesh.singh@reil.co.in , 7727011722 (M)</p> |
| Last date of uploading of minutes, reply to bidder's queries and issue of corrigenda arising out of Pre-Bid Meeting. | 12.02.2026 |

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 | 16.02.2026 at 17:00 Hrs. |

-----XXX-----

Section II: Instructions to Bidders (ITB)

1. Basic Tender Details

1.1 The MNRE, Government of India, issued a circular dated 03.07.2024 titled 'Saturation of Government Buildings with Rooftop Solar under PM Surya Ghar: Muft Bijli Yojana' for the implementation of rooftop solar projects on government buildings, contributing to the national target of achieving 500 GW of grid-connected solar power capacity by December 2025. In continuation, on behalf of ESIC and other expected sites of Central/State Government Departments, Autonomous Bodies, etc., REIL shall act as the implementing agency for the installation of Solar Power Plants. The generated solar power may be utilized for captive application and the surplus power may be fed to the grid. The aims for this project to reduce the fossil fuel based electricity and make buildings self-sustainable from the point of electricity, to the extent possible. This NIT is with aggregate capacity of 17.5 MWp in different States/ Union Territories of India envisages installation of Solar Power Plant at Government /Semi Govt. /Autonomous bodies' buildings broadly in following categories:

Table- 1.1

List of categories of Government Buildings:

| | | |
|------|-------------------------|---|
| (i) | Government Buildings | Buildings of both Central & State Government, Local Government covering all Government Offices |
| (ii) | Government Institutions | Government Institutions, Public Sector Undertakings all buildings owned by Government directly or by any Government owned societies, companies, corporations, Institutions or Organizations, Government educational/ health institutions etc. |

1.2 There is no incentive / subsidy in this project. Therefore bidder should quote the leveled tariff accordingly.
1.3 The Cost of the project is as given below.

Table -1.2

| S. No. | Description | General Category Regions | Special Category Regions |
|--------|--------------------|--------------------------|--------------------------|
| 1 | Project Cost / KWp | Rs. 45,000/- | Rs. 49,500/- |

Note: Special Category Regions include – All North East States including Sikkim, Uttarakhand, Himachal Pradesh, Jammu & Kashmir and Leh & Ladakh, Andaman & Nicobar Islands and Lakshadweep Islands

1.4 BID DETAILS

1.4.1 The bidding process under this NIT is for 17.5 MWp capacities under RESCO Model in different States/ Union Territories of India. Bidder shall quote leveled tariff (Rs. per KWh) for 25 years. Bidder has to quote separately for each region with in a single bid format as per the eligibility criteria. An indicative capacity for different regions are mentioned below in the Table-1.3.

TABLE-1.3

| REGION WISE TENTATIVE CAPACITY | | | | |
|--------------------------------|--------|------------------------------------|----------|--------------------------|
| S. No. | Region | States | Category | Tentative Capacity (KWp) |
| 1. | 1 | Andhra Pradesh, Telangana & Odisha | General | 2100 |
| 2. | 2 | West Bengal, Bihar & Jharkhand | General | 2600 |

| | | | | |
|--------------------|---|--|---------|--------------------|
| 3. | 3 | Himanchal Pradesh, Uttarakhand ,Jammu & Kashmir and Leh & Ladakh | Special | 1300 |
| 4. | 4 | Tamil Nadu , Karnataka & Kerala | General | 2600 |
| 5. | 5 | Madhya Pradesh & Chhattisgarh | General | 2700 |
| 6. | 6 | Gujarat , Maharashtra & Goa | General | 3100 |
| 7. | 7 | Punjab & Chandigarh & Haryana | General | 2100 |
| 8. | 8 | North Eastern States (Sikkim, Tripura, Assam, Arunachal Pradesh, Manipur, Nagaland, Meghalaya) | Special | 1000 |
| Grand Total | | | | 17500 (KWP) |

1.4.2 Bids are invited from the prospective bidders for the tendered capacity as indicated in Table.-1.3 against each Region. It is a Levelized Tariff based competitive bidding process. Bidders shall be required to furnish a leveled tariff for 25 years starting from the date of commissioning of the Plant. GST on leveled tariff will be paid extra as per applicable norms.

1.4.3 Maximum allowable leveled tariff for this NIT over 25 years excluding GST as follow:

| | |
|---|------|
| Levelized Ceiling Tariff (Rs. / kWh) for sites falling under General Category States/ UTs | 4.64 |
| Levelized Ceiling Tariff (Rs. / kWh) for sites falling under Special Category States/ UTs | 5.15 |

1.4.4 The bids with leveled tariff in excess of above said leveled tariffs shall be out rightly rejected.

1.5 SIZE OF THE PROJECTS:

1.5.1 The size of each Project shall be above **20 KWP**. One Project may however comprise of several units. Each project separately connects with the grid and may have separate meters as per Discom's connection.

1.5.2 The final capacity to be installed will be determined at the time of signing of PPA between the Developer and Beneficiary with consultation of REIL.

1.6 BID CAPACITY:

1.6.1 The Bidder may submit the bid for one or any no. of regions as per eligibility criteria.

1.6.2 Bidder shall apply for the entire capacity in a particular Region as per table 1.3 above.

2. Overview of Contents

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

3. Sections of the NIT Document

Unless otherwise stipulated in TIS/ AITB, the NIT 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 NIT. 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 NIT 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 NIT 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- standii 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 NIT and To Reject Any Bid

This NIT may be withdrawn or cancelled by the REIL at any time without assigning any reasons thereof. The Procuring Entity 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 NIT 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 NIT 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 NIT 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 Organization 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 NIT and LOA.

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 HelpDesk 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 NIT Document, and other details relating to envisaged work as per the NIT. The Bidder shall be deemed to have examined the NIT 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 NIT.

Bidder is advised to submit the Bid on the basis of conditions stipulated in the NIT. Bidder's standard terms and conditions, if any for what-so-ever reasons, will not be considered. The cancellation / alteration / amendment / modification in NIT 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 NIT 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 NIT 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 /Startups bidders.
- iii. Tender fees as mention in TIS. (Non-refundable), if applicable.

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.

- 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) if applicable.
- 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 NIT, 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 Contentduly signed by practicing Chartered Accountant as per Annexure VIII.
- n. Signed and stamped Copy of this NITDocument 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. The price bid shall be restricted to two places of decimal .No element of price is to be indicate anywhere in the Technical Bid, failing which the bid is liable to be rejected.

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. **0.45 Lakhs** 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 in the form of either of the following:
 - a) Bank guarantee/ e-bank guarantee from any of the Nationalized/ Scheduled Commercial Banks in the prescribed format given in this tender,
 - b) Insurance Surety Bond from an Insurer that is registered with the Insurance Regulatory Development Authority of India (IRDAI) and is according to the guidelines issued by IRDAI,
 - c) Account payee demand draft, fixed deposit receipt, or bankers' Cheque drawn in favour of Rajasthan Electronics and Instruments Limited, payable at Jaipur,

in a sealed envelope titled “17.5 MWp Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Model” 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. For unsuccessful bidders, EMD shall be returned back by REIL within 30 days after placing LOA 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/ Start-up companies shall be exempted from payment of EMD. It is mandatory for MSE bidders to submit UDHYAM certificate (Manufacturer / Services Enterprises) issued by MSME and for Start-up companies, Start-up certificate issued by DPIIT failing which such bidders will not able to enjoy the benefits of procurement policy for MSE/ Start-ups.

- vii. In lieu of bid security, a bid securing declaration as per Annexure-VII shall be taken from MSE/ Start-ups company's bidders.
- viii. **The detail for EMD is as under: -**

| | |
|---------------------|---|
| Name of beneficiary | Rajasthan Electronics & Instruments Limited, Jaipur |
| Name of Bank | Punjab national Bank |
| Address of Bank | Large Cooperative Branch, |
| Account No. | 0221008700000152 |
| IFSC Code | PUNB0022100 |

ix. **The Bid Security shall be denominated in Indian Rupees and:**

- a. Bid Security shall be confirmed for payment to REIL by respective banks.
- b. Bid Security shall be submitted in its original form and copies will not be accepted.
- c. The Bid Security shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to REIL under the following circumstances:
 - i. If a Bidder withdraws/revokes or cancels or unilaterally varies its bid in any manner during the period of Bid Validity specified in the NIT documents.
 - ii. If Successful Bidder fails to sign the Work Contract within the indicated time
- d. In case, MSE/ Start-up bidder fails to comply with any of the contractual obligations after issuance of LOA, the matter shall be reported to MSME/DPIIT for delisting its status. Further, the process of blacklisting shall be initiated upon issuance of Show Cause Notice.
- e. The Procuring Entity also reserves the right to ask other Selected Bidder(s) to carry out the work allocated to the defaulting bidder at his risk & cost. Further damages may also be recovered from the defaulting bidder.

x. EMD shall be furnished in the name of JV/Consortium or in the name of Lead member of JV/Consortium. In case of letter of intent to form JV, the EMD can be submitted in the name of Lead member only.

xi. MSE/Start-up benefit shall not be provided in case of JV/Consortium.

11.6. Non-compliance with these provisions

Bids are liable to be rejected as nonresponsive if a Bidder:

- a. Fails to provide and/or comply with the required information, instruction etc., incorporated in the Tender Document or gives evasive information/reply against any such stipulations.
- b. Furnishes wrong and/or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

12. Bid Submission by the Bidder

1. The information and/or documents shall be submitted by the Bidder as per the formats specified in this document. Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this document or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive.
2. The Procuring Entity 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).
3. Each format has to be duly signed and stamped by the authorized signatory of the Bidder. In case of a JV/Consortium, it has to be signed by representative of the Lead Bidder.
4. The Bidder shall furnish documentary evidence in support of meeting eligibility criteria as indicated in this document to the satisfaction of REIL.
5. The Bidder shall be designated one person to represent the Bidding Company in its dealings with REIL. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. The Bidder should submit, along with Bid, a Power of Attorney in original as per FORMAT 4A/4B/4C as applicable, authorizing the signatory of the Bid.

6. Correction, over-writing and alteration should be initiated and dated by the bidder; otherwise the bid is liable to be rejected. The bid shall be typed or written in ink.
7. The bidder 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 above. The bidder shall also sign at the bottom of each of the pages of his bid.
8. It is mandatory for all Bidders to submit their Technical and Financial Bids only through online (e-tendering). Bids submitted in physical form shall not be considered for their opening and evaluation.
9. The Financial Bids of only the technically qualified shall be opened.

12.1. Zero Deviation

This is a zero-deviation bidding process. Bidder is to ensure compliance of all provisions of the NIT and submit their Bid accordingly. Bid with any deviation to the NIT conditions shall be liable for rejection without any explanation.

13. Signing and Uploading of Bids

13.1. Relationship between Bidder and e-Procurement Portal

The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organization hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

13.2. Signing of bid

The individual signing/ digitally signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder in Format-4A/4B/4C as applicable.

13.3. Submission / uploading of Bids.

13.3.1. Submission/ Uploading to the Portal

1. No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per clause 11.1 above). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.
2. Bids shall be received only Online on or before the deadline for the bid submission as notified in TIS.
3. Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
4. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Authority.
5. Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded PDF documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.
6. If stipulated in the TIS, copies/ originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the bid submission at the venue mentioned. Failure to do so is likely to result in the bid being rejected as non-responsive. 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.
7. The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the Successful Bidder(s) before the issue of Letter of Award (LOA).
8. Regarding the protected Financial Bid (Price bid BOQ) (excel format, Cover-II), Bidder shall write his name in the space provided in the specified location only. Bidder shall type levelized

tariff in the figure only in the leveled tariff column of respective Region(s) without any alteration/ deletion/ modification of other portions of the excel sheet.

9. The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Authority.
10. The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.
11. All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorized persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.
12. The Procuring Entity may extend the deadline for bids submission by issuing an amendment to the NIT Document, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.
13. Bid submitted through modalities other than those stipulated in TIS shall be liable to be rejected as non-responsive.

13.4. Implied acceptance of procedures by Bidders

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

13.5. Late Bids

The bidder shall not be able to submit his bid after the expiry of the deadline for the bid submission (as per server time). Therefore, in e-Procurement, a situation of Late Tender does not arise.

13.6. Withdrawal, Substitution and Modification of Tenders

The tenderer, after submitting the tender, is permitted to withdraw, substitute or modify the tenders in writing without forfeiture of Bid Security/ EMD, provided these are received duly sealed and marked like the original tender, up to the date and time of receipt of the tender. Any such request received after the prescribed date and time of receipt of tenders will not be considered. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.

14. 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.

15. Evaluation of Bids

15.1. General Norms

15.1.1. Evaluation based only on declared criteria.

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

15.1.2. Deviations/Reservations/Omissions - Substantive or Minor

- 1)** During the evaluation of Bids, the following definitions apply:
 - a. "Deviation" is a departure from the requirements specified in the Tender Document
 - b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
 - c. "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
- 2)** A deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:
 - a. which affects in any substantive way the scope, quality, or performance of the product/Works/Services;
 - b. which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights or the Bidder's obligations under the contract; or
 - c. Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.
- 3)** The Procuring Entity reserves the right to accept or reject bids with any minor deviations. Wherever necessary, observations on such 'minor' deviations may be conveyed to the bidder by registered letter/ speed post/e-mail, and so on, asking him to respond by a specified date. In case the bidder does not agree to the Procuring Entity's view or does not respond by that specified date, his tender will be liable to be rejected.
- 4)** The decision of the Procuring Entity shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.
- 5)** Variations and deviations and other offered benefits (techno-commercial or financial) above the scope/ quantum of the Goods specified in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Procuring Entity, and these would become part of the contract.

15.1.3. Clarification of Bids/ Shortfall Documents

During evaluation and comparison of bids, the Procuring Entity may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by registered/ speed post/email and the bidder shall need to respond by the specified date, failing which that bid shall be liable to be rejected. No change in prices or substance of the bid including specifications, shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.

15.1.4. Discrepancies between Original and Additional/ Scanned Copies of a Tender

In case of discrepancies are observed between the original copy of the documents that are to be submitted and their copies uploaded on the e-procure portal, the original copy shall prevail. Such a discrepancy would also be conveyed to the bidder seeking his response by the specified date. In case the bidder does not agree to Procuring Entity's observation, the tender is liable to be rejected.

15.1.5. Contacting Procuring Entity during the evaluation

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. The Procuring Entity shall keep these communications in view during the evaluation of bids but is not expected to respond until the evaluation is complete. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as

nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

15.2. Evaluation of Bids

The Evaluation Process Comprises the Following Four Steps

- i. Step I- Preliminary Examination and responsiveness check of Technical Bid
- ii. Step II-Techno-commercial evaluation
- iii. Step III-Evaluation of Financial Bid
- iv. Step IV-Selection of Successful Bidders

Step-I Preliminary Examination and responsiveness Check of Technical Bid

Each Bid shall be checked for compliance with the submission requirements set forth in this NIT before the evaluation of Bidder's fulfillment of Eligibility Criteria is taken up. Bids that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive and ignored. All tenders received will first be scrutinized by the Tender Committee to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non-conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:

1. Bid is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
2. The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
3. The bidder is not eligible to participate in the bid as per laid down eligibility criteria;
4. The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required performance security); or
 - a. Bid that are incomplete, i.e., not accompanied by any of the applicable formats.
 - b. Material inconsistencies in the information /documents submitted by the Bidder affecting the Eligibility Criteria.
 - c. Bid being conditional in nature.
 - d. Bid not submitted by the Bid Submission Deadline.
 - e. Bid having conflict of interest.
 - f. Bidder makes any misrepresentation.
 - g. Any other act of Bidder which may be unlawful for the purpose of this NIT.

Step-II Techno- Commercial evaluation

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the techno-commercial bid, conformity to the eligibility/qualification criteria, technical specifications, and Quality Assurance; and commercial conditions of the offered Goods/Works/Services to those in the Tender Document are ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive.

Evaluation of eligibility

Procuring Entity shall determine, to its satisfaction, whether the Bidders are eligible as per NIT Clause 2 of Section -I as well as Section- VI to participate in the Tender Process. Tenders that do not meet the required eligibility criteria prescribed shall be rejected as nonresponsive.

Evaluation of Qualification Criteria

Procuring Entity shall determine, to its satisfaction, whether the Bidders are qualified and capable in all respects to perform the contract satisfactorily. This determination shall, inter-alia, consider the Bidder's financial, technical and production or other prescribed capabilities for satisfying requirements incorporated in the Tender Document. The determination shall not consider the qualifications of other

firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

Evaluation of Conformity to Scope of Work and Technical Specification/ Quality Assurance

Procuring Entity shall evaluate the conformity of offered Works/Services as per Sections VII 'Scope of Work' and VIII 'Technical Specification'. Unless otherwise stated in the TIS/ AITB, alternative offers/ makes/ models shall not be considered.

Evaluation of Conformity to Commercial and Other Clauses

Bidder must comply with the entire Commercial and other clauses of the NIT Document. The Procuring Entity shall also evaluate the commercial conditions quoted by Bidder to confirm that all terms and conditions stipulated in the Tender Document have been accepted without substantive omissions/ reservations/ exception/ deviation by the Bidder.

Declaration of Techno-commercially Suitable Bidders and Opening of Financial Bids

Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. The list of such techno-commercially suitable bidders and a date/time and venue for the opening of their financial bids shall be declared on the e- procurement portal and individually to all participant bidders.

Step-III Evaluation of Financial Bid

Technical qualification is mandatory for a Bidder to become eligible for assessment on financial criteria. Financial Bid of the Eligible Bidder shall be opened online in presence of the representatives of such Eligible Bidder, who wish to be present, on date as may be intimated by REIL to the Bidder through e-procurement website. The evaluation of Financial Bid shall be carried out based on the information furnished. The Financial Bid submitted by the Bidder shall be scrutinized to ensure conformity with the NIT.

- a. The Price bids for the different Regions shall be evaluated separately.
- b. The Levelized tariff shall be two decimal places.

Step IV-Selection of Successful Bidder(s)

1. Bids qualifying in **Step-II Techno- Commercial evaluation as above** shall only be evaluated in this stage.
2. Levelized tariff quoted in all Price Bids of Qualified Bidders shall be ranked from the lowest to the highest for different Regions of India.

15.3. Reasonableness of Rates Received

Procuring Entity shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to take action as per the following sub-clauses 15.4 and 15.5, or to reject any or all Bids; abandon/ cancel the Tender process and issue another tender for the identical or similar Goods.

15.4. Consideration of Abnormally Low Bids

An abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the NIT. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

15.5. Price Negotiation

Usually, there shall be no price negotiations. However, the Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable and on whom the contract would have been placed but for the decision to negotiate.

15.6. Cartel Formation/ Pool Rates

It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/ cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/ control true competition in a tender leading to "appreciable adverse effect on competition" have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. In case of evidence of cartel formation, suitable administrative actions may be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission etc., and requesting them, inter-alia, to take suitable strong actions against such firms.

16. Allocation of Capacity

- 16.1** Based on the price bid quoted by the bidders, REIL shall arrange the bids in the ascending order i.e.L-1, L-2 and so on (L-1 being the lowest quoted Tariff in Rs. /kWh) separately for each Region.
- 16.2** For all the Regions, Lowest bidder in each Region will be declared as the Successful Bidder. REIL shall allocate the quoted capacity to the Successful Bidder i.e.L-1 bidder in each Region.
- 16.3** In case of multiple Bidders quoting the same L1 tariff in a particular Region, then the Bidder with the higher Net Worth as on 31.03.2025 shall be declared as a Successful Bidder in that particular Region..
- 16.4** The Letter(s) of Intent (LOI) shall be issued to all Successful Bidders for depositing 15% of PMC Charges as per clause 7.2 of Section V (Special condition of Contract) as advance(Non-refundable) and PBG within 30 days of issuance of LOI.
- 16.5** The Letter(s) of Allocation (LOA) shall be issued after receipt of 15% of the PMC Charges and submission of PBG to REIL.
- 16.6** Each Successful Bidder shall acknowledge the LOA and return duplicate copy with signature of the authorized signatory of the Successful Bidder to REIL within Fourteen (14) days of issue of LOA.
- 16.7** If the Successful Bidder, to whom the LOA has been issued, does not fulfill any of the conditions specified in Bid document, then REIL reserves the right to annul / cancel the Letter of Award (LOA) of such Successful Bidder.
- 16.8** If no bid is received in any general category Region, lowest bid of general category Region shall be offered to whosoever is interested. If no bid is received in any special category Region, lowest bid of special category Region shall be offered to whosoever is interested. In such case, the tariff considered shall be the discovered tariff of the proposed Region.
- 16.9** REIL at its own discretion, has the right to reject any or all the Bids without assigning any reason whatsoever, at its sole discretion

17. Increase of Bidder's Allocated Capacity

- 17.1** REIL reserves the right to increase the Bidder(s) Allocated Capacity for different Regions at the sole discretion of REIL on the request of the Successful Bidder.
- 17.2** In case capacity is enhanced by REIL, Successful Bidder shall submit the equivalent amount of PBG and 15% of PMC Charges to REIL within 30 days from the date of issuance of new LOI.

18. Transfer of Capacity

- 18.1** In case a Successful Bidder is facing genuine difficulty in execution of project as per letter of allocation, REIL shall allow transfer / modification of allocated capacity in full or part.
- 18.2** It is the prerogative of REIL to increase/decrease/transfer the Successful Bidder allocated capacity on bidder's request.

19. Notification to Successful Bidders

The name of Successful Bidders shall be notified on REIL website www.reiljp.com or CPP Portal and also shall be notified individually through Letter of Intent (LOI). After fulfilling the conditions of LOI, the name of Successful Bidders shall be notified indicating the allocated capacity and the offered price individually through Letter of Award (LOA).

20. Project Allocation and Sanction

- 20.1** The Successful Bidders selected as described in Clause 3 above shall be issued Letter of Award (LOA) indicating the allocated capacity, Levelized tariff and other terms & conditions.
- 20.2** The Successful Bidder submit the proposal with the intimation of REIL to any Departments /Ministries/ Autonomous bodies and sign the PPA. REIL will also submit the proposal to facilitate the Developer.
- 20.3** The Successful Bidder shall enter into a PPA at the L-1 Tariff arrived through bidding process.
- 20.4** Within 30 days of signing the PPA, Successful Bidder/ Project Developer shall submit the Project Sanction Documents for sanctioning the project by REIL. REIL will issue the Sanction Letter(s) for the Project (s).
- 20.5** PPA is valid for official purpose, only after getting the sanction letter (s) of the project (s) from REIL.

21. Identification/ selection of Project sites and feasible capacities by the Successful Bidder(s)

The identification / selection of the project sites (i.e. Government buildings) is in the scope of Successful Bidder. The feasibility of plant capacity w.r.t allotted capacity will be in the scope of the Successful Bidders. REIL will not be responsible for any shortfall with allotted capacity as compared to the available capacity. In order to make up the shortfall, the Successful Bidder may propose additional Government buildings. The Successful Bidder shall have no claim in this regard.

22. Award of Contract

22.1. The Procuring Entity's Rights

At the time of award of Work Contract, the Procuring Entity reserves the right to increase or decrease the capacity without any change in the levelized tariff or other terms and conditions of the NIT.,

22.2. Verification of Original Documents

Before issuing Work Contract to the Successful Bidder(s), the Procuring Entity may, at its discretion, ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the Technical Bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions in the NIT. The evaluation of Bids shall proceed with the subsequent ranked offers.

22.2.1. Letter of Award (LOA)

The Bidder(s), whose bid has been accepted and documents verified (at the discretion of Procuring Entity), shall be notified of the award by the Procuring Entity before the expiration of the Bid-Validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the " Letter of Award ") shall The Letter of Award (LOA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per Clause 5.8 of GCC and sub-clause 17.2.2 below and advance PMC Charges .

22.2.2. Incorporation of a Project Company

- a. In case the Bidder wishes to incorporate a Project Company for execution of project, in such a case Bidder if selected as a Successful Bidder can incorporate a Project Company. Bidder shall be responsible to get all clearance required/ obtained in the name of the Bidding Company transferred in the name of the Project Company.
- b. The aggregate equity share holding of the Successful Bidder in the issued and paid up equity share capital of the Project Company shall not be less than fifty-one percent (51%) up to a period of at least 3 years from the date of issuance of LOA.

22.3. Signing of PPA

22.3.1. The Successful Bidder submit the proposal with the intimation of REIL to any Departments /Ministries/ Autonomous bodies and sign the PPA with the beneficiary department. REIL will also submit the proposal to facilitate the Developer.

22.3.2. The Successful Bidder shall enter into a PPA in the prescribed format attached herewith (Annexure-IX) this NIT document which have been duly vetted by Department of Legal Affairs, Ministry of Law & Justice and Department of Expenditure, Ministry of Finance vide File No. 03/12/2016-17/GCRT Dated: 11-11-2016 of Ministry of New and Renewable Energy at the L-1 Tariff arrived through bidding process.

22.4. Expiry of Bid Securing Declarations

Upon the furnishing by the Successful Bidder of the Performance Security, the Procuring Entity shall promptly notify the other Bidders that their Bids have been unsuccessful. The Bid Securing Declarations of unsuccessful Bidders shall expire on receipt of this notification by them. The Bid Securing Declaration of the Successful Bidder shall expire when Bidder has furnished the required Performance Security and signed the Agreement.

22.5. Publication of Tender Result

The name and address of the Successful Bidder(s) receiving the signed copy of LOA shall be published in the Portal and notice board/ bulletin/website of the Procuring Entity. The Procuring Entity shall upload the comparative summary of the Technical and Financial Bids on the e-procurement portal. However, the complete Technical Bids shall not be shared with the other bidders.

23. Disqualification:

Even if an applicant meets the eligibility criteria, he shall be subject to disqualification if he or any of the constituent partners is found to have:

- 23.1.** Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
- 23.2.** Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of a contract of venture JV on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out;
- 23.3.** On account of currency of debarment by any Government agency.

24. Grievances and their Redressed

1. Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 10 days of declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Head of Procurement.
2. Within 5 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.

25. Code of Integrity in Public Procurement, Misdemeanors and Penalties

- 25.1.** The bidder shall ensure Compliance with Code of Integrity and No Conflict of Interest as per Format-6 and GCC Clause 11.
- 25.2.** No official of the bidder shall act in contravention of such code of integrity.
- 25.3.** Without prejudice, if the procuring entity comes to the conclusion that a bidder or prospective bidder, as the case may be, has violated the code of integrity, the procuring entity may take appropriate measures including—
 1. exclusion of the bidder from the procurement process;
 2. calling off of pre-contract negotiations and forfeiture or encashment of bid security;
 3. forfeiture or encashment of any other security or bond relating to the procurement;
 4. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 5. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 6. Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding two years.

-----XXX-----