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/MM-RE/25-26/94 Dated 16.09.2025

FOR

"SURVEY, DESIGN, SUPPLY OF BOS (EXCEPT SPV MODULES), ERECTION, TESTING, COMMISSIONING AND COMPREHENSIVE OPERATION AND MAINTENANCE FOR 5 YEARS OF 5 MW GRID CONNECTED ROOFTOP SOLAR PHOTOVOLTAIC POWER PLANT(S) ON STATE GOVERNMENT BUILDINGS IN UT OF JAMMU & KASHMIR"

ISSUED BY:-

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

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Section I: Notice Inviting Tender

1. This Rate Contract (RC)

This is a Rate Contract for "Survey, Design, Supply Of BOS (Except SPV Modules), Erection, Testing, Commissioning And Comprehensive Operation And Maintenance For 5 Years Of 5 MW Grid Connected Rooftop Solar Photovoltaic Power Plant(s) on State Government Buildings in UT of Jammu & Kashmir" as per description and terms & conditions specified hereinafter:
Item Description:

S. No.	Description	Plant Capacity	Quantity
1.	Survey, Design, Supply Of BOS (Except SPV Modules), Erection, Testing, Commissioning And Comprehensive Operation And Maintenance For 5 Years Of 5 MW Grid Connected Rooftop Solar Photovoltaic Power Plant(s) on State Government Buildings in UT of Jammu & Kashmir	Above 1 kWp and upto 100 kWp	5 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) 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-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 Of BOS (Except SPV Modules), Erection, Testing, Commissioning And Comprehensive Operation And Maintenance For 5 Years Of 5 MW Grid Connected Rooftop Solar Photovoltaic Power Plant(s) on State Government Buildings in UT of Jammu & Kashmir"		
Tender Estimated price	Rs. 9.80 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.3,92,000/- per MW as per Clause 11.5 of Section-II
2. Schedule of Dates			
Published Date	16.09.2025 at 17:00 Hrs	Bid Validity (Days from the date of Tender Opening)	90 Days
Document Downloading Start Date & Time	16.09.2025 from17:00 Hrs	Document Downloaded End Date & Time	07.10.2025 upto17:00 Hrs
Clarification Start Date & Time	16.09.2025 from17:00 Hrs	Clarification End Date & Time	27.09.2025 upto17:00 Hrs
Bid Submission Start Date & Time	16.09.2025 from17:00 Hrs	Submission Closing Date & Time	07.10.2025 upto17:00 Hrs
Last date for response to Bidder's clarification	30.09.2025		
Tender Opening (Techno-commercial bid) Date & Time	08.10.2025 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	**(For Offline Mode)** Conference Hall, REIL 2, Kanakpura Industrial Area, Sirsi Road, Jaipur **Tuesday, September 23 · 11:00am – 12:00pm** **(For Online Mode)** https://meet.google.com/rhq-rnzd-rtt
Place, time, and date before which Written queries for the Pre-bid conference must be received	**22.09.2025, 17:00** Hrs **Pre bid Queries may sent on following email address –** **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.	30.09.2025
5. Physical submission of Originals Documents uploaded	
Physical documents required/ permitted to be submitted	*No*
If Yes, List of Documents to be submitted physically	NA
Deadline for physical submission of originals/ self-attested copies of Originals of loaded scanned documents	NA

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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 Of BOS (Except SPV Modules), Erection, Testing, Commissioning And Comprehensive Operation And Maintenance For 5 Years Of 5 MW Grid Connected Rooftop Solar Photovoltaic Power Plant(s) on State Government Buildings in UT of Jammu & Kashmir 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- 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 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:

<Not 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.
   The Bidders shall quote capacity in terms of MW that they wish to bid for Survey, Design, Supply Of BOS (Except SPV Modules), Erection, Testing, Commissioning And Comprehensive Operation And Maintenance For 5 Years Of 5 MW Grid Connected Rooftop Solar Photovoltaic Power Plant(s) on State Government Buildings in UT of Jammu & Kashmir in FORMAT -1 of Technical Bid. Bidder has to quote a minimum capacity of 1 MW. The maximum capacity that can be quoted by a bidder shall be 5 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) 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 Charted 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 kWp 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. 3,92,000/- 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 Of BOS (Except SPV Modules), Erection, Testing, Commissioning And Comprehensive Operation And Maintenance For 5 Years Of 5 MW Grid Connected Rooftop Solar Photovoltaic Power Plant(s) on State Government Buildings in UT of Jammu & Kashmir" 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.

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 RC documents.
    ii. If Successful Bidder fails to sign the Work Contract within the indicated time

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, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
b. furnishes wrong and/ or misguiding 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 4, authorizing the signatory of the Bid.
6. Correction, over-writing and alteration should be initialed 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 RC and submit their Bid accordingly. Bid with any deviation to the RC 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-4.

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 rates in the figure only in the rate column of respective item(s) without any blank cell or Zero values in the rate column, 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 RC 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
d. 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 agreed 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

15.2.1. 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 RC 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.
    c. Material inconsistencies in the information /documents submitted by the Bidder affecting the Eligibility Criteria.
    d. Bid being conditional in nature.
    e. Bid not submitted by the Bid Submission Deadline.
    f. Bid having conflict of interest.
    g. Bidder makes any misrepresentation.
    h. Any other act of Bidder which may be unlawful for the purpose of this RC.

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 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 the description, scope of supply, quantity, delivery schedules, terms of delivery, transportation of the 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 RC 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. Deviations from or objections or reservations to critical provisions such as those concerning Governing laws and Jurisdiction (GCC Clause 3), Contractor's Obligations and Restrictions of its Rights (GCC Clause 5), Performance Bond/ Security (GCC Clause 5.8), Warranty/ Guarantee (Clauase15 Section- VII), Force Majeure (GCC Clause 8.5), Taxes & Duties (GCC Clause 7.1) and Code of Integrity (GCC Clause 11) will be deemed to be a material deviation.

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 RC.

15.2.2. Evaluation Process in Tender cum e-Reverse Auction

1. E-Reverse Auction shall be conducted on the portal after the Financial Bid opening (declaration of L-1 landed price), provided the number of valid bidders is not less than two (2). Unless otherwise stipulated following procedure shall be followed:
    a. Shortlisting of bidders eligible to participate in e-Reverse Auction
    b. The bids disallowed from participating in the e-Reverse Auction (e-RA) shall be the highest bidder(s) in the tabulation of prices in the Financial Bid. If the highest bidders quote the same rate, the Price Offer received last, as per the time log of the portal, shall be removed first, on the principle of last in first out by the system.
    c. If the number of valid bidders is less than the minimum 2 (two), e-Reverse auction shall not be conducted, and the Financial Bids shall be evaluated.

2. Participation in e-Reverse (Forward) Auction

    a. Tender Cum Auction is a combination of electronic Tender followed by Auction (Reverse / Forward Auction) in GePNIC. It is generally called as e-RA. The Reverse (or Forward) Auction as the case may be, will be conducted after Opening of Price / Financial Bids.
    b. The Tender Inviting Authority (TIA) will normally mention about conducting of e-RA along with necessary instructions at the Notice Inviting Tender (NIT) stage itself. In the portal, it will be mentioned in the Form of Contract as 'Tender Cum Auction' against the particular tender.
    c. All bidders who are techno–commercially qualified & approved by department/organization will be eligible for participation in the Reverse (or Forward) Auction.
    d. Bidder's eligibility in the Reverse (or Forward) Auction will also depend on the "Bidders Elimination Process" configured by TIA in that tender. The elimination criteria for auction is one which normally restricts one or more bidders from participation in the auction who have quoted in the tender which is exorbitantly high in case of Reverse Auction or very low in case of Forward Auction. Hence, bidders are advised to quote reasonably in the price bid to avoid elimination from participation in the auction. Bidders are advised to refer to NIT/ Tender documents or may contact concerned tender inviting authority for auction elimination criteria against the tender.

e. After opening of the price (financial) bids, System will display L1 (or H1) bidders price based on either overall price basis or item wise/lot price basis automatically.
f. The participation in the auction by an eligible bidder is voluntary. It is solely at the discretion of the bidder to participate in the auction. If a qualified bidder is not interested to participate in the auction, then price / financial bid submitted by bidder in the tender shall be treated as final price/financial bid of that bidder.
g. Bidders shall login using their login ID & Password and then using DSC.
h. There will be no participation fees for the Auction. The bidders get an opportunity to change their prices by participating in the auction. In the case of Reverse Auction, the least price among the value quoted by the bidder in the auction and Financial Bid submitted will be taken as the final price quote of the bidder against the tender. In the case of Forward Auction, the highest price among the value quoted by the bidder in the auction and Financial Bid submitted will be taken as the final price quote of the bidder against the tender.
i. Using the system provided price, which would normally be considered as auction start price (but can be changed by the TIA, if required) and accordingly, will create Reverse (or Forward) Auction as the case may be and the auction will be published by the TIA.
j. The Techno-commercially qualified bidders (who are not eliminated by the system from participation in the Auction as per elimination criteria set by TIA against that tender cum auction) will receive Auction schedule intimation through e-mail. However, bidders are always advised to visit web site / portal regularly to keep them updated and to timely act upon w.r.t auction / other requirements of that tender.
k. The server time (which is displayed on the bidder's dash-board after login) will be considered as the standard time for referencing the deadlines for participation in live auction and other process during auction in the portal. The bidders should follow server time (Server System Clock) for all activities in the portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30.
l. As per the configuration defined against the tender cum auction by the TIA, the system will not disclose the name of the L1 (H1) bidder, number of bids and names of the participating bidders on the portal to anybody prior to the completion of Reverse / Forward auction process.
m. Click on 'My Auctions' button given in left side of page, to view all Auction details for which bidder is Techno-Commercially qualified.
n. For participating in Live Auction during schedule date & time,
    i. Click on Live Auctions Button.
    ii. Click on View button to participate in the interested Auction.
    iii. There is List of qualified Lots in which Bidder can participate against selected Auction. Click on Hammer Icon to participate in the respective lot.
    iv. On clicking Hammer Icon, system will show Start price, Decremental (or Incremental) price and Current price against lot. Current Price will appear as Blank (-) in case no bidder has offered price.
    v. In case of Reverse Auction: Enter your Price in 'My Auction Price in Rs' in multiples of decremental value up to above Max Seal % value, and then sign it digitally by clicking on Sign Icon and Click on submit button
    vi. In case of Forward Auction: Enter your Price in 'My Auction Price in Rs' in multiples of incremental value and below Max Seal % value, then sign it digitally by clicking on Sign Icon and Click on submit button.
    vii. System will then display Current Auction Price, Auction submitted Date/Time (last successfully quoted date & time), Auction scheduled date & time, Auction extended time up to (if any) etc.
    viii. On clicking "Refresh" Link in the screen, then the screen will be reloaded and will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate (highest amount/ rate) which any Bidder would have quoted.
        a) The live auction will be extended automatically by "Auto Extensions in minutes" if a valid and digitally signed bid has been successfully

recorded in the system during the "Auction Elapse Time in minutes" before auction closing. The server time will be considered final and all bids that are received and recorded by the server before the auction close time (as per the server time) only shall be treated as valid bids. Bidder should follow the auction end/close time as displayed on the screen.

b) During the auction the bidders are also advised to click "Refresh" link for refreshing their webpage to get the latest information about the status of the auction. The Live Auction window will remain same and also time remaining will be ticking, even in the event of disconnection of bidder computer system, Network/Internet. The bids submitted by other bidders during the time of disconnect of bidder computer system will not be displayed on your screen. The other bidder might have become L1/H1 (as the case may be) for the item during this time. To overcome this situation the bidders are also advised to click "Refresh" link for refreshing their webpage frequently.

c) The last (latest) successful bid price quoted by bidder will be considered as valid price at any point of time during Auction.

d) The chronologically last (latest) bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by Tender Inviting Authority will form a binding contract between Tender Inviting Authority and the bidder for entering into a contract.

e) For those bidders, who are eliminated from participating in the auction or bidders who are eligible for auction but not provided any price during auction, the rate quoted in the price/financial bid of the tender will be considered as final price.

f) Internet connectivity and other paraphernalia requirements shall have to be ensured by bidder themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the live auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.

g) Non submission of bid/quote during live auction within due date / time following due process prevalent at that time in the portal due to failure of computer system, power, network, internet connectivity or delay in performance or otherwise at Bidder's end or any other reasons for which bidder shall be held solely responsible. Neither National Informatics Centre nor concerned Tender Inviting Authority will be held responsible for the same in any manner.

h) The Tender Inviting Authority reserves the right to postpone, suspend/pause, resume and extend the Auction, if required.

i) Bidder shall not divulge their bids to any other party during auction. If a Bidder or any of its representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, strict action including black listing shall be taken against such bidders as per procurement guidelines/policies of the TIA.

j) After the conclusion of the online reverse (forward) auction, all bidders who have participated in Reverse (Forward) will see the overall Comparative chart ie L1(H1) price of the Auction.

k) Based on the L1(H1) price of each bidder as well as the price quoted in the tender by the non-participating bidder, comparative chart will be generated by the system and accordingly, further financial evaluation processing will be done by Tender Inviting Authority.

l) The Tender Inviting Authority normally reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.

m) Bidding will be conducted only in Indian Rupees as indicated in the tender.
n) Validity of bids: Price shall be valid for a period of defined number of days from the date of reverse / forward auction or as specified in the tender. These shall not be subjected to any change whatsoever.

Step IV-Selection of Successful Bidder(s)

1. Eligible Bidder(s) with lowest final price post E-reverse auction & price negotiation, if needed, shall become the Qualified Bidder(s) or Successful Bidder(s).
2. The comparison of responsive bids shall be based on total outgo from the Procurement Entity's pocket including all taxes, duties, levies , freight, insurance, etc.
3. E-reverse auction shall be carried out amongst the technically qualified bidders as per the procedure specified above.
4. The Successful Bidder (L1) after e-reverse auction shall be allotted the quoted capacity subject to a minimum capacity of 1 MW. In case the L1 bidder quotes capacity of 5 MW, the entire tendered capacity shall be awarded to him.
5. In case the L1 bidder quotes for less than the tendered capacity of 5 MW, the capacity quoted shall be allotted to him and, for the balance capacity, the selection of the other bidders shall be carried out as per the following procedure: -
    a. Bidders with the higher quoted rates i.e. L2, L3, L4, L5, L6….. in acceding order shall be offered to match the L-1 rate and shall be offered the quantity in terms of MW quoted by them. This process will be continued till the selection of required nos. of Successful Bidders for allocation of the entire tendered quantity of 5 MW is completed.
    b. In case any Bidder in the ascending order refuses to match the price of the declared L1, the next Bidder in the ascending order will be offered to match the declared L1 rate. If, even after following the above process, the tendered capacity does not get exhausted than Re-Bid may be decided of that capacity.
6. The Work Contract shall be issued by the REIL to the Successful Bidder(s).
7. If the Successful Bidder fails to acknowledge the same and does not submit the PBG, REIL reserves the right to annul/cancel the Work Contract to the Successful Bidder.
8. REIL at its own discretion, has the right to reject any or all the Bid without assigning any reason whatsoever.

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 RC. 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. This right shall also apply to post e-Reverse Auction process.

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

16.1. Within the allocated capacity in terms of MW, the identification / selection of the Project sites (i.e. Government buildings) is in the scope of Successful Bidder. REIL will provide the list of the Government buildings after award of Work Contract. 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, however the approval of the same is not guaranteed and the Successful Bidder shall have no claim in this regard.

16.2. In case the final feasible capacity after completion of survey of all Project sites is less than the allocated capacity, the PBG amount shall be reduced proportionately. The original PBG shall be returned after the Successful Bidder submit PBG of the reduced amount. In case the feasible capacity is not correctly determined by the Successful Bidder due to survey not being properly carried out or any other reasons, the corresponding amount of PBG shall be liable to be forfeited.

17. Award of Contract

17.1. The Procuring Entity's Rights

At the time of award of Work Contract, the Procuring Entity reserves the right to increase or decrease, without any change in the unit prices or other terms and conditions of the bid and the RC, the quantity of goods and services originally stipulated in Section VII: Scope of Work, provided this increase/ decrease does not exceed 25 (twenty-five) percent of tendered quantity

17.2. 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 RC. The evaluation of Bids shall proceed with the subsequent ranked offers.

17.2.1. Work Contract (Letter of Award)

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 "Work Contract “) shall state the sum (hereinafter and in the contract called the "Awarded Value") that the Procuring Entity shall pay the contractor in consideration of the works. The Work Contract 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. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of Work Contract.

17.2.2. Performance Security

Within 21 days (or any other period stipulated in AITB) of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security as per details in Clause 5.8 of GCC shall be submitted by the contractor to the Procuring Entity.
If the Selected Bidder, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity to take action against the contractor as per the RC document.
If the bidder, whose bid is the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the contract as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. If the Procuring Entity is satisfied that it is not a case of cartelization and that the integrity of the procurement process has been maintained may offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

17.3. Signing of Contract

17.3.1. The Contract Agreement shall be executed within 28 days from the of issuance of Work Contract subject to submission of PBG by the Contractor and completion of other contractual formalities

17.3.2. The Procuring Entity shall submit the draft of the Contract Agreement to the Contractor within 7 days of issuance of the Work Contract .

17.3.3. The Contractor may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of its receipt.

17.4. 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.

17.5. Publication of Tender Result

The name and address of the successful Bidder(s) receiving the contract(s) 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.

18. 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:

18.1. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;

18.2. 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;

18.3. On account of currency of debarment by any Government agency.

19. Grievances and their Redressal

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.

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

20.1. The bidder shall ensure Compliance with Code of Integrity and No Conflict of Interest as per Format-6 and GCC Clause 11.

20.2. No official of the bidder shall act in contravention of such code of integrity.

20.3. 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.

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Section III: Appendix to Instructions to Bidders (AITB)

-Not Applicable-

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Section IV: General Conditions of Contract (GCC)

1. General

1.1. Tenets of Interpretation:

Unless where the context requires otherwise, throughout the contract:

The heading of these conditions shall not affect the interpretation or construction thereof.

1. Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
2. Words in the singular include the plural and vice-versa.
3. Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
4. Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
5. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
6. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and, if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
7. The table of Contents and any headings or sub-headings in the Contract has been inserted for case reference only and shall not affect the interpretation of this document.
8. Any reference to 'Goods' shall be deemed to include the incidental Works/Services also and vice versa.
9. Any generic reference to GCC shall also imply a reference to SCC as well.
10. In case of conflict, provisions of SCC shall prevail over those in GCC.
11. Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, SCC) as described in GCC Clause 25.
12. Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

1.2. Definition

In the contract, unless the context otherwise requires:

1. "**Agent**" is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of its principals.
2. **"Affiliate"** shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly.
    a. controls, or
    b. is controlled by, or
    c. is under common control with

A Bidder or a member (in case of a JV/Consortium) and control means ownership by one Bidder/member of at least 26% paid up equity capital in any other Entity. Any bank or financial institution shall not be considered as Affiliate.

3. "**Allied Firm**" are all business entities that are within the 'controlling ownership interest'(ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits) or 'control'(including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered allied firms.
4. **"Awarded Value" shall** means the total value of awarded capacity arrived from evaluation of financial bid and including applicable GST.
5. **"B.I.S"** shall mean specifications of Bureau of Indian Standards (BIS);
6. **"Balance of Supply (BoS)":** BoS shall include all components of the rooftop solar PV except solar PV module only. The BoS shall include String Inverter, support structure, civil works, AC & DC cable, ACDB, DCDB, Meters (Solar Meter and Net Meter including required accessories), earthing &

lightning protection, hardware material, junction boxes, data acquisition system, remote monitoring system, grid islanding system, fire extinguishers, etc. and all other related parts as given in SECTION-VIII (Technical Specifications), accessories, tools, tackles and spares required for satisfactory completion and O&M of the projects.

7. **"Beneficiary Department"** shall mean the Govt. Department of UT of J&K where the solar rooftop projects shall be installed. The Words/Phrases-Beneficiary Department, User Department shall hold the same meaning and can be used interchangeably.
8. **"Bid"** (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
9. **"Bidder(s)"** shall mean bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/Sole Proprietor/Joint venture of companies or Consortium in any form submitting the Bid. Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require.
10. **"Bidding Consortium or Consortium"** shall refer to a group of bidding Company/Limited Liability Partnership (LLP) firm / Partnership Firm/ Sole Proprietor that has collectively made a Bid, in response to RC for the project.
11. **"Bid Submission Deadline"** shall mean the last date and time for submission of Bid in response to this RC as specified in TIS.
12. **"Bid Security**" shall mean Bid Security to be submitted by the Bidder along with the Bid as per Clause 11.5 of Section-II.
13. **"CEA"** shall mean Central Electricity Authority.
14. **"Capacity Utilization Factor"** (CUF) in a Year shall mean the ratio of the output of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24. (CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365); However, for demonstration of successful Completion, CUF shall mean the ratio of the output of the SPV Power Plant in a day versus installed Project capacity x 1 x 24, adjusted to seasonality as per provisions of RC.
15. **"Chartered Accountant"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
16. **"Competent Authority"** shall mean Managing Director of REIL, himself and/or a person or group of persons nominated by him for the mentioned purpose herein.
17. **"Completion"** shall mean supply and erection/installation of the Project and demonstration of CUF as per provisions of RC.
18. **"Commissioning"** shall mean demonstration of successful operation of the Grid Connected Project or part thereof, in accordance with prevailing regulations by the Successful Bidder.
19. "**Contract Price**" means the price that the Procuring Entity shall pay the contractor in consideration of the supply of the Goods, Works and Services.
20. "**Scheduled Commercial Bank**" means a bank listed as per the Reserve Bank of India Act. 1934 under para 2(b)
21. **"Commercial Operation Date"** or "COD" shall mean Day when full Capacity of the Project shall be commissioned.
22. **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
23. **"Comprehensive Operation and Maintenance"** or "Comprehensive O&M" shall mean insurance, warranty, spare parts and operation & maintenance of Projects during the term of the contract;
24. **"Contract"** ('Procurement Contract', 'Framework Agreement', 'Agreement', or a 'Formal Agreement',), means a formal legal agreement in writing relating to the subject matter of Procurement, entered into between the Procuring Entity and the supplier, service provider or contractor post award of Work Contract, submission of C-PBG by the Successful Bidder.
25. "**Consignee**" means the person to whom the goods are required to be delivered as stipulated in the contract. A contract may provide the goods to be delivered to an interim consignee for further dispatch to the ultimate consignee.
26. **"Day(s)"** shall mean a 24 (twenty-four) hour period beginning at 00:00 hours Indian Standard Time and ending at 11:59:59 hours Indian Standard Time.
27. **"Effective Date"** shall mean date of issuance of Work Order by REIL.
28. **"Electricity User"** or "User Department" or "Beneficiary Department" shall mean the person or company or organization where the rooftop solar power plant has been installed and who uses the

electricity generated from the installed rooftop solar power plant as per the RC for its own consumption or injects excess power to the grid through net/smart metering arrangement.

29. **"Eligibility Criteria"** shall mean the Eligibility Criteria as set forth in this RC.
30. **"Eligible Bidder(s)"** shall mean the Bidder who, after evaluation of their Technical Bid as per Eligibility Criteria, stand qualified for opening and evaluation of their Financial Bid
31. **"Financial Bid"** shall mean online financial Bid, containing the Bidder's fixed quoted amount, as per format given in RC.
32. **"IEC"** shall mean specifications of International Electro technical Commission.
33. **"Inspecting Authority"** shall mean REIL designated by the competent authority for the said purpose.
34. **"kWp"** shall mean Kilo Watt Peak.
35. **"kWh"** shall mean Kilo Watt Hour.
36. **"Local content"** means the amount of value added in India which shall, unless otherwise prescribed by by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

    i. **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 50%.
    ii. **'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 20% but less than 50%.
    iii. **'Non- local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%.

37. **"Lead Member"** shall mean the member of Bidding Consortium which is designated as leader of the Consortium by another member to represent them as Bidder for this RC;
38. **"Margin of Purchase Preference"** means the maximum extent to which the price quoted by
39. 'Class-I local supplier' may be above the L1 for the purpose of purchase preference. The "Margin of purchase preference" for this tender is 20%.
40. **"MNRE"** shall mean Ministry of New and Renewable Energy, Government of India;
41. **"Month(s)"** shall mean a calendar month as per the Gregorian calendar;
42. **"MoU"** is memorandum of Understanding signed between the REIL, REIL and the Beneficiary Department
43. **"MWp"** shall mean Mega Watt Peak.
44. **"Nodal Ministry"** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services.
45. **"Operational Year(s)"** Complete 5 years from the COD.
46. **"O&M"** shall mean operation and maintenance of the rooftop solar power projects
47. **"Part Commissioning"** shall mean the Commissioning of capacity lower than the Work Order capacity for the purpose of receiving the Commissioning certificate for part capacity.
48. **"Performance Bank Guarantee (PBG)"** shall mean a bank guarantee issued by a Bank and that needs to be submitted by the successful bidder to the REIL for the amount and timeline as mentioned in this RC to cover the financial loss to the REIL towards default in performance, non-performance, short performance, or other such contract performance related issues during the project execution phase by the empaneled vendor.
49. **"Performance Test"** shall mean tests as defined in Article 3.19 which establish successful installation and working of equipment at desired level as per the requirement of issuing authority.
50. **"Premise"** shall mean any land, building or structure or part thereof or combination thereof including any other vacant /non-vacant area which is part of the User/Beneficiary Dept. establishment.
51. **"Punch List"** shall mean the project activities or part of the activities that are incomplete and need to be fixed by the successful Bidder as per technical specifications laid out in the contract.
52. "**Procuring Entity**" also referred to as **"Procurement Organization"** or **"Company"** implies Rajasthan Electronics & Instruments Limited (REIL), Jaipur.
53. "**Procurement Officer**" means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity. It implies Additional General Manager (Material Management) (AGM (MM)), REIL who is also the Tender Inviting Authority for this tender.
54. **"Project(s)"** shall mean the Grid Connected Solar PV Project(s) to be installed and connected at a Single Electric Meter connection point.
55. **"Project Capacity"** means the capacity of the Projects mentioned in the Work Order. The Project capacity specified is on "DC" Side only.

56. **"Qualified Bidder(s)"** shall mean the Eligible Bidder having quoted the L-1 rates in the Financial Bid or the Eligible Bidder matching the L-1 rates, to whom the work can be awarded.
57. **"Quoted Capacity"** shall mean proposed plant capacity offered by the Bidder for execution, ensuring eligibility criteria are met as mentioned in this tender.
58. **"RC"** shall mean this bid document including its formats and annexures.
59. **"Scheduled Commercial Operation Date"** or "SCOD" shall mean 5 months from the date of issuance of Work Contract. The Successful Bidder shall complete the Installation & Commissioning of the entire allocated/feasible capacity within the SCOD.
60. **"Services"** means is defined by exception as any subject matter of procurement other than Goods or Works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, training, services or any other service classified or declared as such by a procuring entity.
61. "**Signed**" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.;
62. **"Statutory Auditor"** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other applicable governing law.
63. **"Successful Bidder(s)"** shall mean the Qualified Bidder(s) selected by REIL pursuant to this Rate Contract for implementation of Project as per the terms and condition of the RC Documents, and to whom Work Contract has been issued.
64. **"Suspension"** shall have the meaning as set forth in Clause 23.
65. "**Tender**"; "**Tender Document**"; "**Tender Enquiry**" or "**Tender Process**" or "**Process**" or "**Rate Contract**" is the whole process from the publishing of the Tender Document till the resultant award of the contract. 'Tender Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender" or "Tender Enquiry", which would be clear from context without ambiguity.
66. **"Termination"** means the expiry or termination of the Contract here under**.**
67. **"Termination Payment"** means the amount payable by the REIL to the Successful Bidder, under and in accordance with the provisions of the Contract, upon Termination.
68. **"Termination Notice"** means the communication issued in accordance with the Contract by one Party to the other Party terminating the Contract.
69. **"Vendor"** shall mean a Successful Bidder with whom a contract agreement has been signed by the REIL for the execution of the project as per scope of work. The terms 'Vendor', 'EPC Vendor' and 'Contractor' shall bear same meaning and shall be used interchangeably.
70. **"Works"** refer to any activity, sufficient in itself to fulfill an economic or technical function, involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works. The term "Works" includes (i) civil works for the purposes of roads, railway, airports, shipping-ports, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels and earthworks; and so on, and (ii) mechanical and electrical works involving fabrication, installation, erection, repair and maintenance of a mechanical or electrical nature relating to machinery and plants.
71. **"Work Contract"** shall mean Letter of Allocation/ Work Order.
72. **"Year"** shall mean 365 Days or 366 Days in case of leap year when February is of 29 Days.

1.3. Document Conventions:

All words and phrases defined in GCC Clause 1.2 are written as 'Capitalized word' and shall have the defined meaning. The rest of the words shall be as per grammar, inter- alia 'Goods' shall indicate definition as given in the GCC while 'goods' shall have usual dictionary meaning.

2. The Contract

2.1. Language of Contract

Unless otherwise stipulated in SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

2.2. The Entire Agreement

This Contract and its documents (referred to in GCC Clause 25 above) constitutes the entire agreement between the Procuring Entity and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

2.3. Severability

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

2.4. Parties

The parties to the contract are the contractor and the Procuring Entity and nominated in the contract.

2.5. Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

1. Valid and authorized Amendments issued to the contract.
2. the Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of Procuring Entity
3. the Letter of Award (LoA), also known as the Work Order
4. Final written submissions made by the contractor during negotiations, if any
5. the SCC
6. the GCC
7. the Scope of Work
8. the Technical Specification
9. the contractor's bid;
10. any other document listed in the SCC as forming part of this Contract.
11. Integrity Pact if any

2.6. A**mendmen**t

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

2.7. Waivers and Forbearances

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

a. Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.
b. No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3. Governing Law

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

3.1. Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Period, then such Delivery Date and/ or Contract period shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. Communications

4.1. Communications

a. All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
b. The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
c. No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated.
d. Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications.

4.2. The person signing the Communications

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:

a. The person who has signed the contract on behalf of the contractor or his/her authorized representative shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity reserves its right to, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the contractor liable to the Procuring Entity for all costs and damages arising from such remedies.
b. Unless otherwise stipulated in the contract, the Procurement Officer signing the contract or his/her authorized representative shall administer the contract and sign communications on behalf of the Procuring Entity. Interim or ultimate consignees; Inspecting Agency/ officers and the paying authorities mentioned in the contract shall also administer respective functions during Contract Execution.

4.3. Address of the parties for sending communications by the other party.

For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notices shall be:

a. The address of the contractor as mentioned in the contract unless the contractor has notified the change of address by a separate communication containing no other topic to the Procuring Entity. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
b. The address of the Procuring Entity shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of the Procuring Entity presently dealing with the contract.
c. In case of the communications from the contractor, copies of communications shall be marked to the Procurement Officer signing the contract, and as relevant also to Inspecting Agency/ Officer; interim/ ultimate consignee and paying authorities mentioned in the contract. Unless already stipulated in the contract before the contract's start, the Procuring Entity and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

5. Contractor's Obligations and restrictions on its Rights

5.1. Changes in Constitution/ Financial Stakes:

The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract since that may vitiate the legal basis of the Contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

1. A new partner shall not be introduced in the firm except with the prior consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
2. On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the Contract and avail any or all remedies thereunder.
3. In case the contract not terminated as provided in Sub-para (2) above,
    a. the remaining partners should give a written undertaking to perform the contract and accept all liabilities (including those of the expired/ retired partner) incurred by the firm under the contract before the date of such an event.
    b. Notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

5.2. Obligation to Maintain Eligibility and Qualifications:

The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Contractor's knowledge.

5.3. Avoiding conflict of interest

Neither the contractor nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a. during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.
b. after the termination of this Contract, such other activities as may be stipulated in the contract.

5.4. Consequences of a breach of Obligations

Should the contractor or any of its partners or its Subcontractors or the Personnel commit a default or breach of GCC Clause 5.1 to 5.7, the Contractor shall remedy such breaches within 21 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC clause 5.1 to 5.7 or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.

5.5. Assignment/ Sub-contracting: The contractor shall not save with the previous consent in writing of the Procuring Entity, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. He shall notify the Procuring Entity in writing of all subcontracts awarded under the contract if not already stipulated in the contract, in its original bid or later. Such notification shall not relieve the contractor from any of its liability or obligation under the terms and conditions of the contract. 100% work shall not be sublet. Subcontracts must comply with and should not circumvent the Contractor's compliance with its obligations. If the Contractor sublets or assigns the contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.

5.6. Indemnities for breach of IPR Rights

the contractor shall indemnify and hold harmless, free of costs, the Procuring and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Goods provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

a. any design, data, drawing, specification, or other documents or Goods/Works/Services provided or designed by the contractor for or on behalf of the Procuring Entity.
b. The sale by the Procuring Entity in any country of the products produced by the Goods/Works/Services supplied by the contractor, and
c. The installation of the Goods by the contractor or the use of the Goods/Works/Services at the Procuring Entity's Site

5.6.1. Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby:

a. other than for the purpose indicated by or to be reasonably inferred from the contract
b. in association or combination with any other equipment, plant, or materials not supplied by the contractor.

5.6.2. If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.

5.6.3. If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the

Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.

5.6.4. At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

5.7. Confidentiality, Secrecy and IPR Rights

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

5.7.1. IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose. The contractor shall indemnify the Procuring Entity against any breach of the third party's IPR.

5.7.2. Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

5.7.3. Secrecy

If The Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

5.7.4. Obligations of the contractor

1. Without the Procuring Entity's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
2. The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
3. Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.
4. The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
    a. the contractor needs to share with the institution(s) participating in the financing of the contract;
    b. now or hereafter is or enters the public domain through no fault of Contractor;

c. can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or
d. otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

5. The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
6. The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5.8. Performance Bond/Security

Performance Bond/Security shall be as defined in the SCC.

5.9. Permits, Approvals and Licenses

Whenever the Works/ Services to be provided by the contractor require that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export license or environmental clearance if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

5.10. Custody and Return of the Procuring Entity's Materials/ Equipment/ Documents loaned to Contractor

1. Unless stipulated in the contract, no asset/property/drawings/material/samples/ equipment/ utility shall be provided or loaned to the contractor for the performance of the contract. Whenever such assets are required to be issued to the contractor (inter-alia in fabrication or design or development) as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The Contractor shall use such property for the execution of the contract and no other purpose whatsoever.
2. The contractors shall sign receipts for all tools, plants and materials or other assets/ properties made over to him by the Procuring Entity. All such assets shall be deemed to be in good condition when received by the contractor unless he has within twenty-four hours of the receipt thereof notified the Procuring Entity to the contrary. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage.
3. These assets shall remain the property of the Procuring Entity, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss from whatever cause caused while such assets are possessed or controlled by the contractor, staff, workmen or agents.
4. Where the contractor insures such assets against loss or fire at the request of the Procuring Entity, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the liability of the contractor as aforesaid
5. The Contractor shall return all such assets in good order or repair, fair wear and tear accepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Procuring Entity, whose decision shall be final and binding.

5.11. Compliance with Regulations and Indian Standard

All works shall be carried out in accordance with relevant regulations, both statutory & those specified by the Indian standards related to the Works. In particular the equipment and installation will comply with the following but not limited to these:-

a. Workman's Compensation Act.
b. Minimum Wages Act.
c. Payment of Wages Act.
d. Contact Labour Regulation & Abolition Act.
e. ESI, PF & Bonus Act.

f. Regulation under Indian Electricity Rules,
g. Safety & Electrical Standard as applicable

Selected Bidder shall arrange for compliance with statutory provisions, regulations and requirements of safety codes in respect of labor employed on the work by the Vendor. Failure to provide such safety requirements would make the Selected Bidder liable for penalty and other action.
Company shall not be held liable or responsible for any illness and for physical harm sustained by the contractor's personnel during the execution of this agreement as they will not be deemed in any manner as employee of the company.

6. Scope of Supply and Technical Specifications, Inspection and Quality Assurance, Packing, Transportation, Insurance and Receipt

These shall be as defined in the Contract

6.1. Technical Specifications and Standards

The Works/ Services to be provided by the contractor under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification and Quality Assurance' under Sections VIII of the Tender Document or as stipulated in the contract. Wherever references are made in the Contract to codes and standards by which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Contract. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser. For the requirements where the applicable specifications/ standards are not mentioned in the contract, the equivalent specifications/ standards issued by the concerned institutions shall be applicable. The contractor shall adopt good industrial practices in all the activities carried out under the contract.

6.2. Eligible Goods - Country of Origin and Minimum Local Content

Unless otherwise stipulated in SCC or Contract, the country of origin of 'Goods' and 'incidental Works/ Service' to be supplied under the contract shall be India or other countries and must conform to the declaration made by the contractor in its bid regarding but not limited to

1. restrictions on certain countries with land-borders with India;
2. minimum local content and location of value addition (Make in India Policy);
3. Contractor's status as MSE or Start-up.
4. The term "origin" used in this clause means where the goods (including subcontracted components) are mined, grown, produced, or manufactured or from where the incidental Works/ Services are arranged and supplied.

7. Prices and Payments

7.1. Bid Prices, Taxes and Duties

These shall be as defined in the SCC

7.2. Payment

These shall be as defined in the SCC

8. Terms of Delivery and Delays

8.1. Effective date of the Contract

Unless otherwise stipulated in the contract, the effective date of the contract shall be the date on which it has been signed by the Procuring Entity or the effective date mentioned in the contract, whichever is later. No notice to commence the Contract shall be issued separately.

8.2. Completion Period/ Date of Deliverables

The Completion Period/ dates of deliverables shall be counted from the date of issuance of the Work Order.

8.3. Duration of Contract

The duration of Contract shall be specified in SCC.

8.4. Extension of Completion Period/ Date of Deliverables

If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Works/ Services, he shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.

In case of natural calamity or any reason beyond the control of Successful Bidder or unavoidable circumstances, the work is not completed within the given timeframe, the Procuring Entity may consider grant of extension after the reason submitted by Successful Bidder are found to be satisfactory.

8.5. Liquidated Damage

These shall be defined in SCC

The Bidders agrees and accepts that such calculation of liquidated damages is a genuine and fair pre-estimate of the damages caused.

8.6. Force Majeure

a. Notwithstanding the provisions contained in the Bidding Documents; the Contractor shall not be liable to forfeit (a) Bid Security/PBG for delay and (b) termination of contract; if it is unable to fulfill its obligation under this Contract due to force majeure conditions.
b. For purpose of this clause, "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not limited to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by REIL and its decision shall be final and binding on the Contractor. REIL may extend the date of completion for a further period corresponding to the period of force majeure.
c. If a force majeure situation arises, the Contractor shall notify Procuring Entity in writing promptly, not later than 7 (seven) days from the date such situation arises. The Contractor shall notify Procuring Entity not later than 3 days of cessation of force majeure conditions.
d. After examining the cases, Procuring Entity shall decide and grant suitable additional time for the completion of the work, if required.

9. Resolution of Disputes

The parties agree to use their best efforts to resolve any dispute that may arise under the Agreement through good faith negotiations. No party shall commence any litigation in relation to this Agr eement unless it has first invited the Chief executive of the other party (or any person duly authorized to actio n his behalf) to meet with its own Chief executive (or any person duly authorized to act on his behalf)for the p urpose of endeavoring to resolve the dispute on mutually acceptable terms. Any dispute arising under this Agreement which cannot be settled by negotiation/ mediation between the parties, or their respective representatives shall be submitted to the competent court of law. The courts situated at Jaipur only shall have the jurisdiction.

10. Defaults, Breaches, Termination, and Closure of Contract

10.1. Termination due to Breach, Default, and Insolvency

10.1.1. Defaults and Breach of Contract

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honor his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

a. Default in Performance and Obligations: if the contractor fails to deliver any or all of the Goods, Works or Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.
b. Insolvency: If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
c. Liquidation: if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

10.1.2. Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

10.1.3. Terminations for Default

1. Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
2. Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.
3. Unless otherwise instructed by the Procuring Entity, the contractor shall continue to

perform the contract to the extent not terminated.

4. All warranty obligations, if any, shall continue to survive despite the termination.

10.1.4. Contractual Remedies for Breaches/Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.

a. Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
b. Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate of RBI, Govt. of India.
c. Recover liquidated damages and invoke denial clause for delays.
d. Encash and/ or Forfeit performance or other contractual securities.
e. Prefer claims against insurances, if any.
f. Terminate contract for default, fully or partially including its right for Risk-and- Cost Procurement as per following sub-clause.
g. Risk and Cost Procurement: In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Goods, Works or Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within six months from the breach of Contract. The Contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.
   Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.
h. Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

10.1.5. Limitation of Liability

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.

10.2. Termination for Default/ Convenience of Procuring Entity and Frustration

10.2.1. Notice for Determination of Contract

1. The Procuring Entity reserves the right to terminate the contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.
2. Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.

3. Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
4. All warranty obligations, if any, shall continue to survive despite the termination.
5. The Goods, Works or Services that are complete and ready in terms of the contract for delivery and performance within thirty days after the contractor's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Goods, Works or Services, the Procuring Entity may decide:
    a. To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
    b. To cancel the remaining portion of the Goods, Works or Services and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the Goods, Works or Services.

10.2.2. Frustration of Contract

1. Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification.
2. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.
3. However, the following shall not be considered as such a supervening cause.
    a. Lack of commercial feasibility or viability or profitability or availability of funds
    b. if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

10.3. Closure of Contract

10.3.1. No Claim Certificate and Release of Contract Securities

After mutual reconciliations of outstanding payments and assets on either side, the contractor shall submit a 'No-claim certificate' to the Procuring Entity requesting the release of its contractual securities, if any. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity. The Contractor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

Before making the final payment and releasing the PBG after the completion of the contract period, it shall be ensured that nothing is outstanding from the contractor.

On satisfactory reconciliation and against a "no claim certificate" from the contractor, the bank guarantee may be released, and its acknowledgement is taken from the contractor.

10.3.2. Closure of Contract

The contract shall stand closed upon:

a. Successfully perform all obligations by both parties, including completion of warrantee obligations and final payment.
b. Termination and settlements after that, if any, as per as per GCC Clause 10 above.

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

These provisions shall be as defined in ITB.

12. Relationship of the Parties

The Procuring Entity's relationship with the contractor shall be that of a Business Associate, and nothing in this Contract shall be construed to create a relationship, joint venture, partnership.

13. Indemnity

The contractor shall indemnify, defend, and hold harmless the Procuring Entity, its divisions, successors, subsidiaries, affiliates, directors, officers, agents, and employees from and against all liabilities, claims, losses, and damages, including legal expenses, arising from: (a) the Bidder's breach of contract; (b) third-party claims for personal injury, property damage, or environmental harm caused by the Bidder's actions or omissions; (c) intellectual property infringement by the Bidder; or (d) non-compliance with applicable laws. REIL shall indemnify the Bidder only for third-party claims unrelated to the Bidder's actions, up to the Contract Price. Neither party shall indemnify the other for losses caused by the indemnified party's negligence or willful misconduct. The Bidder shall maintain insurance to cover its indemnity obligations and provide proof to REIL before commencing work. This clause shall survive contract termination.

The Procuring Entity shall be fully absolved from the third-party claims and damages during the execution of the contract.

14. Restriction on Employment

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

15. No near Relative Clause:

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

16. Debarment/Blacklisting of Bidders/Contractors:

a. A bidder/contractor or any of its successors may be debarred from participating in any procurement process for a period up to two years.
b. A bidder/contractor shall be debarred if it is determined that the bidder/ contractor has breached the code of integrity.
c. A bidder/contractor can also be debarred for its actions or omissions other than violation of code of integrity, which in the opinion of the Procurement Organization, Warrants debarment, for the reasons like supply of sub-standard material, non- supply of material/ service, adornment of works, sub-standard quality of works, failure to abide "Bid Security Declaration", cartel formation, collusive bidding/ bid rigging etc.
d. Procurement Entity before issuing the debarment order against a firm must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (Including personal hearing, if requested by firm.)

e. Procurement Entity that issued the order of debarment can also issue an Order for revocation of debarment before the period of debarment is over, If there is adequate justification for the same. Ordinarily, the revocation of the order before expiry of debarred period should be done with the approval of Competent Authority.
f. Procurement Entity will maintain list of debarred firms, which will also be displayed on its website.

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Section V: Special Conditions of Contract (SCC)

Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/substitute/supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

2.1 Language of Contract

The Language of Contract shall be English.

2.2 The Entire Agreement

<Add the following paras after at the end>

Conditions to be fulfilled before execution of the Contract Agreement. Before execution of the work, Performance Security deposit be submitted and a Contract Agreement for execution of the work shall be signed by the Selected Bidder with REIL as per terms & conditions mentioned in Work Order / tender. In case agreement is not executed within the stipulated time, earnest money will be forfeited. In case of sub-contracting of work, contractor has to take prior approval from REIL. The main contractor shall be liable for all acts of its subcontractors.

The Contract Agreement shall be executed within 28 days from the of issuance of Work Contract.

5.4 Performance Bond/Security

5.4.1 Performance Bank Guarantee (PBG)

The Successful Bidder shall furnish PBG at rate as detailed below in the form of Bank Guarantee/ e-Bank Guarantee (as per prescribed Format 8) from a nationalized/ Scheduled Commercial Bank and shall be valid for a period of 60 days beyond the all-contractual obligations.

C-PBG Amount (Rs.)	Submission Deadline	Validity of the PBG
3% of the Awarded Value	Within twenty-one (21) Days from the issuance of the Work Contract, or time period as extended by REIL as per genuine reasons submitted by the Successful Bidder. Failure to submit PBG, as above, without sufficient justification acceptable to the REIL, shall be considered as refusal to execute the Work Contract and REIL shall have right to forfeit the Bid Security.	valid till 60 months from the SCOD with a further claim period of 30 days or required to be extended as deemed necessary.

5.4.1.1 In case of a JV, the C-PBG shall be provided by all partners in proportion to their participation in the project.

5.4.1.2 REIL shall release PBG to Successful Bidder within three (3) Months from completion of O&M period of allocated/feasible Capacity(ies).

5.4.2 In case, Successful Bidder fails to achieve the Completion of the Project within the given timeline, REIL may forfeit the BG.

In case the final feasible capacity after completion of survey of all Project sites is less than the allocated capacity, the PBG amount shall be reduced proportionately. The original PBG shall be

returned after the Successful Bidder submits PBG of the reduced amount. In case the feasible capacity is not correctly determined by the Successful Bidder due to survey not being properly carried out or any other reasons, the corresponding amount of PBG shall be liable to be forfeited.

7.1 Bid Prices, Taxes & Duties

7.1.1 Competitive and Independent Prices

a. The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
   i. those prices; or
   ii. the intention to submit an offer; or
   iii. the methods or factors used to calculate the prices offered.
b. The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

7.1.2 Price Schedule

i. Bidders are to upload only the downloaded Price Schedule (in excel format) after entering the relevant fields without any alteration/deletion/modification of other portions of the excel sheet. All the columns shown in the price schedule should be Filled up as required. If any column does not apply to a Bidder, he should clarify the same.
ii. Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.
iii. The quoted price shall be considered to include all relevant financial implications, including inter-alia, the scope of the supplies and works, location of the bidder, location of the consignee(s), terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour of the bidder's country and in India.

7.1.3 Provisions of GST

i. Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.
ii. While quoting the basic rate, the bidder should offset the input credit available/ to be availed as per the GST Act.

7.1.4 Currencies of Bid and Payment

1. The currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

7.1.5 Firm/ Variable Price

Firm Price

Prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. There shall be no price variation during the currency of the contract.

7.1.6 Goods and Services Tax (GST)

7.1.6.1 GST Registration Status:

All the bidders/ Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/section/rule issued by statutory authorities.

7.1.6.2 GST Registration Number (15-digit GSTIN).

If the bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical is concerned with the supply and service involved, as per the scope of Schedule of Requirements and Price Schedule quoted. If the supply/ service provided is from multiple states, the bidder should mention GST registration numbers for each state separately.

7.1.6.3 HSN Code and GST Rate:

i. HSN (Harmonized System of Nomenclature) codes for the goods and services to be provided in this RC are as per Clause 7.1.8 of this Section.
ii. As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.

The rates quoted by the bidder in the Financial Bid shall be exclusive of GST. GST shall be applicable as per Clause no. 7.1.8 of this Section and shall be payable to the Successful Bidder in addition to the basic rate exclusive of GST quoted by the bidder in the Financial Bid BOQ and agreed by the Procuring Entity. All other taxes payable shall be payable by the Successful Bidder for which no additional payment shall be made by the Procuring Entity.

7.1.7 Cost Bifurcation

The Bidders shall submit the price in per MW basis only. Price must be quoted without GST only as per the following HSN codes. The bidder shall quote the basic price excluding GST in the Financial Bid (BOQ) to which GST shall be added as mentioned below: -

Item	HSN Code	GST %
Survey, Design, Supply Of BOS (Except SPV Modules), Erection, Testing, Commissioning And Comprehensive Operation And Maintenance For 5 Years Of 5 MW Grid Connected Rooftop Solar Photovoltaic Power Plant(s) on State Government Buildings in UT of Jammu & Kashmir	85371000	18%

The comparison of the responsive bids shall be carried out based on the total outgo from the Procuring Entity's pocket including all taxes, duties, levies, freight, insurance etc.

7.1.8 Statutory Variation

In case any increase in GST is affected in the period after the Bid Submission Deadline and any time up to the original/re- fixed period of Contract, the same shall be borne by Procuring Entity. Similarly, any reduction thereof shall be passed on to the Procuring Entity. Any increase in GST beyond the original/re-fixed period of Contract shall be borne by Contractor, whereas the benefit of any reduction shall be passed on to the Procuring Entity.

i. The Procuring Entity shall not be liable for statutory variation (fresh imposition and / or variation) in any other taxes or duties.
ii. The Procuring Entity shall not be liable for any claim from the Contractor on account of fresh imposition and/ or increase (including statutory increase) of GST, customs duty, or other duties on raw materials and/ or components used directly in the manufacture of the supplied goods.

(Note: The re-fixed delivery period means the fresh delivery period, which is arrived at by recasting the original contractual delivery period after taking care of the lost period for which the Successful Bidder was not responsible.)

7.2 Payment Terms and Passing Of Bills

Payment Schedule	Milestone
70% payment against Supply of materials on pro rata basis (site wise)	Payment shall be released after 1. Successful delivery of complete materials at site 2. along with submission of materials receipt dully signed by beneficiary/REIL-in Charge , 3. submission of Third Party PDI report and inspection report along with Invoice 4. Release of REIL's Payment against Supply of Materials. 5. Submission of PBG (as per clause 5.4 of SCC)
10% payment against after the successful Installation, Commissioning, including successful Installation of Net Meter/Smart by the DISCOM on pro rata basis (site wise)	Payment shall be released after 1. after the successful Installation, Commissioning, including successful Installation of Net Meter/Smart by the DISCOM along with submission of Joint Commissioning report dully signed by REIL/beneficiary. 2. Release of REIL's Payment against I&C of Plant.
20% payment against 5 years O&M period (4% every year) on pro rata basis (site wise)	Payment shall be released after 1. submission of quarterly functionality and Energy generation readings of each site to REIL. 2. Release of REIL's payment against O&M.

7.2.1 While claiming the payment, the Vendor must also certify on the bill that the payment being claimed is strictly in terms of the Contract and that all the obligations on his part for claiming this payment have been fulfilled as required under the Contract. There should also be a suitable provision for verification of the authenticity of the person signing the invoice and so on to claim the payment.

7.2.2 Deduction of applicable taxes at source from payments to Vendors will be made as per the existing law in force during the currency of the contract. TDS shall be deducted as per the Income Tax Act.

7.2.3 No Advance Payments

No advance payment of any type (Mobilization, secured advances etc.) shall be made by the Procuring Entity to the contractor.

7.3 Schedule of Rates for Additional Works

<Not Applicable>

8.3 Duration of Contract

The Contract shall complete the commissioning of entire allocated/feasible capacity within 6 (Six) months from the issuance of Work Contract. The Contract period shall be as under:-

1	**Issue of Work order**	**T**
2	Submission of Design Document along with Materials TPIA report	T+30
3	Supply of Materials	T+60
4	Commissioning of Plant	T+180

8.4 Extension of Completion Period/ Date of Deliverables

<add the entire para at the end>
Delay in receipt of equipment of Solar System under the scope of the vendor from the concerned sub-vendors, to whom the Bidder has placed order, shall not be considered as a reason for extension.

8.5 Liquidated Damage

<add the entire para at the end>

In case of delay in completion of the contract, liquidated damages (half percent of the contract value per week of delay subject to a maximum of ten percent of contract value) shall be levied. In case of delay beyond extended timeline of twenty (20) weeks, REIL may cancel the Work Order and Successful Bidder shall be liable to pay Liquidated Damages to the REIL.

9. Pre-dispatch Inspection

The material shall be dispatched only after Pre-dispatch inspection by Third Party Inspection /Monitoring Agency (TPIA) through designated agencies accredited by Quality Council of India (QCI)/NABL/MNRE Approved labs.

The bidder may choose to furnish multiple inspection reports for small lots as per the work orders or a single inspection report for the full allotted quantity as per price schedule. Material Inspection by REIL/Authorized Agency Shall be conducted when key project components including solar panels, solar inverters and module mounting structure are delivered at site.

10. Final Inspection Post-Commissioning:

The post installation inspection shall be conducted by REIL/Authorized Agency before release of II Milestone of payment.

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Section VI – QUALIFICATION CRITERIA

The bidder shall fulfill the Eligibility and Qualification criteria for participating in this tender as mentioned in Clause 2 of Section -I as well as this Section- VI.

S. No	Description	Requirement	Documents Required
1. 1	General	The Bidder should be a body corporate incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or a Partnership Firm having executed partnership deed and registered as per sections 58 & 59 of the Partnership Act, 1932, as amended or a Limited Liability Partnership a Firm (LLP) registered under Section 12 of Limited Liability Partnership Act, 2008, as amended or registered Sole Proprietor. **JV / Consortium shall be allowed, in which the maximum nos. of members can be 03 (three) and the share of the lead member shall be more than 50%.** JV/Consortium may comprise of Companies or Sole Proprietor or Limited Liability Partnership Firms or Partnership Firms or any combination thereof.	1. In case bidder is a company: Certified copy of the Certificates of Incorporation for companies issued by the registrar of Companies and Memorandum & Articles of Association. 2. A copy of certificate of incorporation, partnership deed or LLP/ Sole Proprietor registration as applicable and relevant, shall be enclosed with Format 2. 3. In case JV/Consortium, the JV/ Consortium Agreement as per Format-5 duly sealed and signed of each member of the JV/Consortium. Alternatively, in case of JV, a letter of intent for formation of JV after award of Work can be submitted. 4. PAN Card 5. GST registration certificate, GST-3B of last month previous to the one in which bids are invited.
2	**Financial Eligibility Criteria**		
a.	Net Worth	The Bidder should have positive net Worth as on 31.03.2025. In case of JV/Consortium Net Worth criterion is to be met collectively.	Net Worth certificate od sole bidder/ each member of JV/ Consortium duly signed by practicing Chartered Accountant (CA) with UDIN number.
b.	Minimum Average Annual Turnover (MAAT)	The Bidder should have Minimum Average Annual Turnover (MAAT) of **Rs. 59 Lakhs per MW**, (the required exact amount shall be computed based on the quoted capacity of the bidder in MW), during last three financial years. It is hereby clarified that other income as indicated in the annual accounts of the bidder shall not be considered for arriving at the annual turnover. **In case of JV/Consortium MAAT**	All requisite documents, such as balance sheet, P&L account, schedules etc., duly certified by practicing Chartered Accountant (CA).

		(Average Turnover): to be met collectively with the lead member having at least 50% and the other member(s) having at least 25% of required amount prescribed in case of the individual bidder	
3.	**Technical Eligibility Criteria**		
a.	Experience	Experience of having successfully or **substantially completed similar work(s) during last 7 years ending last day of the month previous to the one in which bids are invited which should be either of the following: **Three similar completed works, each of value not less than 40% of the *estimated value of quoted capacity by the Bidder** **or** **Two similar completed works, each of value not less than 50% of the *estimated value of quoted capacity by the Bidder** **or** **One similar completed work, each of value not less than 80% of the *estimated value of quoted capacity by the Bidder** Similar work means supply (supply of modules/inverters can be inclusive or exclusive), installation, & commissioning of Grid Connected / Off Grid / Hybrid Solar PV power plant in CAPEX/RESCO or any other mode in any Central/State Government Organization/Govt. department/PSUs. **(*)Estimated value is Rs. 1.96 Cr per MW.** (**) Substantial completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract In case of JV/Consortium**,** this criterion is to be met individually by any member of the JV /Consortium. For contracts under which the applicant participated as a joint venture/consortium member, only the applicant's share by capacity in terms of MW shall be considered to meet this requirement.	Documentary proof (Work Order & Completion Certificate) for technical eligibility certified by REIL/ Central/State Government Organization/Govt. department/PSUs..

4.	Litigation/arbitration with the Procuring Organization	The sole bidder or all members of JV/ Consortium 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 the Procuring Enity during the last five (5) years from the Bid Submission Deadline.	Self-undertaking on letter head of sole bidder/ each member of JV/ Consortium
5.	Not being Debarred for participating in the tender	The sole bidder or all members of JV/ Consortium should not be debarred by the Procuring Organization or by its Ministry/Department or by the Department of Expenditure (DoE), Ministry of Finance, Govt. of India for participating in tenders.	Self-certificate as per Annexure-III to be submitted by the sole bidder/ each member in case of JV/Consortium. .
6.	Available Bid Capacity	The bidder shall have an available bid capacity of minimum Rs. 1.96 Crore per MW quoted. The available bid capacity shall be calculated as follows: Available bid capacity = A x M x N -B, where A = Maximum value of engineering (Civil/ Electrical/ Mechanical works which include installation and commissioning) executed in any one year during the last five financial years (updated at the current price level), taking into account the completed as well as works in progress. M = Multiplier Factor (i.e. 1.5) N = Number of years prescribed for completion of the work in question (i.e. 1 year). B = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next 'N' years. In case of JV/Consortium**,** this criterion is to be met collectively by all members of the JV /Consortium.	Annexure-IX shall be submitted duly certified by practicing Chartered Accountant (CA).

Note: 1. No relaxation in the Qualification Criteria shall be provided to start-up & MSE companies.

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SECTION VII - SCOPE OF WORK

1. Introduction

1.1. This is a Rate Contract for the work of Survey, Design, Supply Of BOS (Except SPV Modules), Erection, Testing, Commissioning And Comprehensive Operation And Maintenance For 5 Years Of 5 MW Grid Connected Rooftop Solar Photovoltaic Power Plant(s) on State Government Buildings in UT of Jammu & Kashmir India in accordance with MNRE/ JAKEDA/ norms of the concerned DISCOMs.

1.2. The Bidder is advised to carefully read all instructions and conditions of this RC and understand the scope of work completely. All information and documents required as per the RC must be furnished with the bid. REIL reserves the right to seek clarifications on submitted bids. Failure to provide the information and/or documents as required shall render the Bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s). All Bidders qualifying the technical stage shall be treated at par. Financial Bid of the Bidder qualifying at technical stage only shall be opened.

1.3. Bidder shall be deemed to have examined the RC, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the RC at the Bid price and to have satisfied himself of the sufficiency of its bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools, and labour involved, wage structures and as to all the works that the Successful Bidder shall have to complete in accordance with the RC, irrespective of any defects, omissions or errors that may be found in RC.

2. Bid Details

2.1. The bidders shall be required to bid for a minimum capacity of 1 MW capacity. The offers of bidders for less than minimum capacity will be considered non-responsive and summarily rejected.

2.2. On the supply part, the Successful Bidder is required to supply all parts of the solar PV project.

2.3. The material shall be dispatched only after Pre-dispatch inspection by Third Party Inspection /Monitoring Agency (TPIA) through designated agencies accredited by Quality Council of India (QCI)/NABL/MNRE Approved labs. The Bidder may choose to furnish multiple inspection reports for small lots as per the work orders or a single inspection report for the full allotted quantity as per price schedule. Material Inspection by REIL/Authorized Agency Shall be conducted when key project components including solar panels (suppied by REIL), solar inverters and module mounting structure are delivered at site.

2.4. The identification/selection of buildings is in the scope of Successful Bidder. REIL will provide details of the Govt. buildings after award of Work Contract. 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 govt. buildings, however the approval of the same is not guaranteed and the Successful Bidder shall have no claim in this regard.

2.5. No Subsidy / Incentive is available for any of the Projects under this RC.

2.6. Immediately after issuance of Work Contract, the Successful Bidder may initiate site survey, assess free capacity of the concerned Distribution Transformer, analyze the last twelve (12) Months of electricity bills (at least six (6) Months) received from User Department and submit the feasible capacity to REIL.

2.7. REIL shall approve the proposed capacity of Solar Rooftop System by the successful Bidder after survey of the building.

2.8. REIL will provide the tentative list of the available government buildings after award of Work Contract. However, the entire responsibility for identification/selection of buildings and execution of work order within scheduled timeline for Solar Rooftop Projects up to their allocated capacity shall lie with the Successful Bidders.

2.9. At any point of time, if it is found that Successful Bidder is non-compliant or is not willing to carry out the work for specific types of Building(s) or specific User Department etc., REIL may take strict action against the Successful Bidder which may include cancellation of Work Contract issued to that Successful Bidder.

2.10. Completion of projects shall mean achieving successful COD of the entire portfolio of allotted projects.

2.11. Establish a Central Store in Jammu/Sri Nagar/district level for material Storage purpose.

2.12. Establishing after "sales service centre" in concerned area for cater maintenance needs of beneficiary.

3. Details of Works

Survey, Design, Supply Of BOS (Except SPV Modules), Erection, Testing, Commissioning And Comprehensive Operation And Maintenance For 5 Years Of 5 MW Grid Connected Rooftop Solar Photovoltaic Power Plant(s) on State Government Buildings in UT of Jammu & Kashmir. The vendor shall be responsible for transportation of all material to the respective project sites and their installation and commissioning including comprehensive operation and maintenance for 5 years. The vendor shall be responsible for engineering, design, supply, erection, testing and commissioning and comprehensive O&M for all parts of the projects which include modules, inverters, support structure, civil works, AC & DC cable, ACDB, DCDB, Meters (Solar Meter/Net Meter/Smart meter including required accessories), earthing & lightning protection, hardware material, junction boxes, data acquisition system, remote monitoring system, grid islanding system, fire extinguishers, etc. and all other related parts as given in SECTION VII (Technical Specifications), accessories, tools, tackles and spares required for satisfactory completion and O&M of the Projects. The Vendor would have to take approval for interfacing with the Grid at each of the project locations from the respective DISCOMs. Comprehensive O&M for five (5) operational years shall be required to be done for each of the projects.

The Bidder shall be responsible for all the works related to installation and commissioning of the projects. The Bidder shall also be responsible for O&M of the project for five years of life of the project. In no case, the User/Beneficiary Dept. or REIL shall be responsible to pay any additional cost for any work related to the project.

It is clarified that the projects awarded under this RC would not include energy storage with the rooftop solar projects. However, if the User/Beneficiary Dept. desires to have such an arrangement, it will need to pay separately for the battery storage and the associated change in design, civil and electrical works. Such an arrangement would not affect the amount discovered under this RC.

4. Internal Electrification

The Vendor shall perform the inspection of the existing electrical network of each of the project site, and its interfacing with the licensee network. The Vendor shall prepare and submit electrical drawing for the site along with the quantity of material required. The Vendor shall also be responsible for obtaining prior approval of the work and the drawing from the inspecting authority. Execution of work shall be done in accordance with the norms and directives of the REIL and the beneficiary department.

5. Grid Connection

The Vendor shall be responsible for synchronization of the Project with the licensee's network as per the licensee's network under the UT/State norms and as amended from time to time.

6. Metering and Grid Connectivity

Metering and connection with the grid shall be the responsibility of the Vendor in accordance with the prevailing guidelines of the concerned distribution licensee and/or CEA and net metering regulations in the UT of J&K. REIL may facilitate the process, but the responsibility shall reside with the Vendor. All the meters shall be smart meters and should have provision to integrate with Remote Monitoring System (RMS). The cost of the required meters shall be borne by the Vendor including the interconnection cost. On the other hand, the beneficiary would need to bear the cost-of-service line up gradation, change in CT/PT for metering, if required. However, the vendor will have to inform the beneficiary all the expected cost that the beneficiary department is expected to incur.

9 Insurance

The Vendor shall take insurance for third party liability covering loss of human life, risks of damage, theft of material/equipment/properties till the COD. Before commencement of the work, the Vendor shall ensure that all its employees and representatives are covered with suitable insurance against any damage, loss, injury, or death arising out of the execution of the works.

7. Warranty and Guarantees

The Vendor shall warrant that the goods supplied under this RC are new, unused, of the latest technology, and incorporate most recent improvements in the design and materials as per the technical specifications provided in this RC.

The warranty shall cover the rectification of any and all defects in the design of the equipment, materials and workmanship including spare parts for a period of five (5) years. The Vendor shall be fully responsible for all repairs of the defects in maintenance during the period under contract.

The responsibility of maintaining the warranty, claims and settlements arising out of the above clauses shall be of the Vendor. The REIL shall not be responsible in any way for any claims whatsoever on account of the above.

8. Type and Quality of Materials and Workmanship

The design, engineering, manufacture, supply, installation, testing and commissioning of the equipment shall be in accordance with the latest norms/appropriate IEC/Indian standard as detailed in the technical specifications of this RC and its subsequent amendments. Moreover, all the relevant test certifications must be kept valid up to contractual period of the Project.

Any supplies which have not been specifically mentioned in this RC, but which are necessary during construction or Comprehensive O&M period of the Project shall be provided by the Successful Bidder without any extra cost and within the time schedule for efficient and smooth construction and Comprehensive O&M of the Project.

Any supplies which have not been specifically mentioned in this RC, but which are necessary during construction or comprehensive O&M period of the project shall be provided by the Vendor without any extra cost and within the time schedule for smooth construction and operation of the project.

9. Provision of Sign Board

The vendor would have to provide sign board of dimension 8'x4' (M.S. Sheet size 4'x3' of 16-gauge, MS angle 40x40x5 mm with essential balancing and adequate grouting with PCC 1:3:6 i/c painting & writing) at each site with complete specifications.

10. Completion and Commissioning

10.1. Part commissioning is not allowed for any project.
10.2. The vendor, in coordination with the JAKEDA, shall submit commissioning certificate, issued by the JAKEDA/Beneficiary, in accordance with all applicable regulations/policies.
10.3. The REIL shall issue the commissioning certificate for the capacity of the project Completed on issuance of completion certificate.
10.4. For the purpose of obtaining the completion certificate, the following documents shall be required.
10.5. Inspection report of the work(s) for all equipment/material.
10.6. The contractor shall submit installation certificate as per FORMAT 10 duly sighed by the beneficiary to REIL after installation and commissioning of the SPV power plant at each location/ building.

11. Quality Assurance & Inspection

11.1. REIL reserves the right to carry out pre inspection for the modules, inverters, structure, and
11.2. AC/DC cables etc. before issuance of dispatch instructions at Vendor's godown/OEM place.
11.3. All costs of tests and inspections (including any special or third-party tests), whether at the contractor's premises or elsewhere, shall be borne by the contractor.
11.4. REIL reserves the right to visit and inspect any site under this contract at any time and if defects are noted, payments may be stopped / recovered from Vendor.
11.5. The Successful Bidder is required to take approval of the make, model & specifications of SPV Modules & String Inverters from REIL or its authorized representative before procuring the same.

12. Performance Monitoring Mechanism

REIL shall monitor the performance of the grid connected SPV Power Plants as per feasible subject to availability of proper measuring equipment being in vogue in DISCOM as under :

The successful bidders shall be require to meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the DNI level for the location during the O&M period. PR should be shown minimum of 75% at the time of inspection and during 5 years O&M period for release of performance related security deposit. The Successful bidder should send the periodic plant output details to REIL. The PR will be evaluated considering 100% grid availability.

The work is to be carried out as per the Terms and conditions of the contract which includes survey of the site for its feasibility considering the shadow free space, sanctioned load of the beneficiary by the DISCOM, Supply of grid connected solar photovoltaic system with all accessories, equipment and protection devises and including bi-directional meter (wherever required), installation, testing, commissioning and maintenance services for 5 years, with free replacement warranty on spare parts against manufacturing defects for five years. The technical specifications for the various components and broad scope of work guidelines are as follows:

i. The work covers Supply, Installation, Commissioning and Comprehensive Maintenance (CMC) for FIVE years, including supply, installation, and commissioning of bidirectional meter (if smart meter not installed) as per concerned DISCOM norms.
ii. Supply, Civil work (wherever required), erection, testing and commissioning of SPV grid connected Power Plant as per schedule.
iii. The test reports of key components such as Solar Inverters, MMS (HDG & STAAD), Electrical Junction Boxes, Bidirectional Meter must be submitted by the bidder to JAKEDA before supply of material.
iv. Vendors are required to get the material inspected from REIL/authorized Agency personnel before commencement of the work at site.
v. Facilitation of Installation and Commissioning of Net Meter/Smart Meter shall be in the scope of respective JAKEDA shall facilitate the process wherever specifically requested by the bidder.
vi. Installation of Remote Monitoring hardware (Gsm/Sim based) / facility with necessary

dongle and the Application Programming Interface (API) shall be provided by vendor to REIL/authorized Agency which must be compatible with REIL/authorized Agency dashboard. The cost of the data pack and internet connectivity shall be the responsibility of the beneficiary. The Bidder shall provide rights to REIL/authorized Agency to access the performance data of the inverter by sharing the user id and the Password of RMS portal, as and when required, for monitor the performance any time.

vii. The Bidder shall mandatorily provide Application Programming Interface (API) of the data logger installed with inverter to fetch the data on REIL/authorized Agency platform/dashboard. Successful Bidders must setup office registered in UT of J&K.

13. Operation and Maintenance

Comprehensive Maintenance Contract After Sales Service

i. Establishing "After Sales Office/Service Centres" in Jammu & Kashmir regions to cater to the maintenance needs of beneficiary institutions
ii. The Office/Service centre shall have adequately trained staff available at service stations for repair and maintenance of Solar PV Systems. It shall be the responsibility of successful bidder to give required service as and when required to the beneficiary.
iii. The Vendor shall arrange to provide to each beneficiary, an instruction manual. The Vendor shall also arrange to instruct each beneficiary about routine maintenance procedure.
iv. Quarterly generation log to be submitted to REIL/authorized Agency
v. Remote Monitoring Integration.(GSM/Sim based)
vi. The Bidder shall mandatorily provide Application Programming Interface (API) of the datalogger installed with inverter to fetch the data on REIL/authorized Agency platform/dashboard.

Scope of Comprehensive Maintenance Contract (CMC)

i. The Bidder shall be responsible for all the required activities for successful operation and maintenance of the Roof top Solar PV system for a period of five (5) years from the date of installation and commissioning of Net-meter.
ii. During this period, the Bidder shall be responsible for supply of all spare parts as required from time to time for scheduled and preventive maintenance, major overhauling of the plant, replacement of defective modules, inverters, PCU‟s etc and maintaining log sheets for operation detail, and qualified engineer for supervision of CMC work, complaint logging & its attending.
iii. Bidder is required to conduct mandatory visits to the project site for preventive maintenance. The report of quarterly maintenance duly signed by bidder and nodal person at project site shall be maintained and submitted to REIL/authorized Agency periodically.
iv. CMC of Solar Power Plant shall be compliant with grid requirements to achieve committed energy generation.
v. Periodic checks of the Modules, PCUs and BoS shall be carried out as a part of routine preventive and break down maintenance, while as the cleaning of modules shall be the responsibility of the beneficiary (host Institution).
vi. Immediate replacement of defective Modules, Invertors/PCUs and other equipment as and when required.
vii. Supply of all spares, consumables and fixtures as required. Such stock shall be maintained for all associated equipment and materials as per manufacturer/ suppliers' recommendations.
viii. All the equipment testing instrument required for Testing, Commissioning and CMC for the healthy operation of the Plant shall be maintained by the Bidder..
ix. If negligence / mal-operation on part of the Bidder‟s operator results in failure of equipment, such equipment should be repaired/replaced by the Bidder free of cost.
x. For any issues related to operation & maintenance, a contact number shall be made available to the rooftop owner/ plant owner. Bidder must initiate action to resolve the issue within 48 hours. If not attended within such stipulated time, a complaint may be raised to REIL/authorized Agency. Repetition of such instances for more than 3 times may lead to penalty as decided by REIL/authorized Agency. This will be applicable till 5 years of CMC period.

xi. If any jobs covered in CMC Scope as per NIT are not carried out by the Bidder during the CMC period, the Engineer-In-Charge shall take appropriate action as deemed fit. REIL/authorized Agency reserves the right to make surprise checks/ inspection visits at its own or through authorized representative to verify the CMC activities being carried out by the Bidder. Failure to adhere to above guidelines will result in penal action including debarring from participation in next tender

14. Contractor's Defect Liability

If it shall appear to the REIL that any supplies have been executed with unsound, imperfect, or unskilled workmanship, or with materials of any inferior quality, the Contractor shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials at its own charge and cost if so desired by REIL in writing.

The Contractor shall also be undertaking the operation and maintenance of the project and consequently shall be required to rectify any defects that emerge during the operation & maintenance of the Project for the entire term of the Work Order.

15. Completion Period & Progress Report

Contractor shall have to commission all the allocated/ feasible Projects within **180 days** from the date of issuance of Work Contract. The Contractor shall submit monthly progress report to REIL, in prescribed pro-forma to be designed in discussion with Successful Bidder, for the period from signing of Work Contract to COD. REIL will have the right to depute its/their representatives to ascertain the progress at the premises of work of the Successful Bidder.
The Contractor agrees and accepts that a mere lack of a response/reply to the progress reports does not imply that the REIL has agreed/accepted the contents of the progress reports.

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SECTION VIII - TECHNICAL SPECIFICATION

The Bidders are hereby advised to take note of the draft guidelines issued by MNRE dated 09-08-2016 or any amendments thereof in respect of minimum technical requirements, quality standards, best practices and specifications for grid connected roof top PV systems in addition to the technical parameters. The Successful Bidder is required to take approval of the specifications of materials under the scope from REIL before procuring the same.

The proposed projects shall be completed as per the technical specifications given below:

1. Parameters

A project would consist of SPV array (supplied by REIL), Module mounting structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), charge controller (if required), Inverter, Controls & Protections, interconnect cables and switches. PV Array shall be mounted on a module mounting structure as per the specification mention in under this Section. Project should be designed with necessary features to synchronize with the grid power. Components and parts used in the Project including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable. Specifications of the PCU/Inverter shall be clause no. 2 of this Section. The Successful Bidder will have to consider PCU/Inverter of same specifications during Comprehensive Operation and Maintenance phase of the Rooftop Solar Power Plant for 5 years as per section VIII.

2. PCU/ Inverter

2.1. As SPV array produce direct current electricity, it is necessary to convert this direct current into alternating current and adjust the voltage levels to match the grid voltage. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. All these components of the Project are termed the "Power Conditioning Unit (PCU)". In addition, the PCU shall also house MPPT (Maximum Power Point Tracker), an interface between Solar PV array & the Inverter, to the PCU/inverter should also be DG set interactive. The PCU should also have provision of charge controller in case of systems. If necessary. Inverter output should be compatible with the grid frequency. Typical technical features of the inverter shall be as follows:

- ✓ Switching devices: IGBT/MOSFET
- ✓ Control: Microprocessor /DSP
- ✓ Nominal AC output voltage and frequency: 415V, 3 Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.)
- ✓ Output frequency: 50 Hz
- ✓ Grid Frequency Synchronization range: + 3 Hz or more
- ✓ Ambient temperature considered: -20$_{o}$ C to 50$_{o}$ C.
- ✓ Humidity: 95 % non-condensing
- ✓ Protection of Enclosure: IP-20(Minimum) for indoor: IP-65(Minimum) for outdoor.
- ✓ Grid Frequency Tolerance range: + 3 or more
- ✓ Grid Voltage tolerance: - 20% & + 15 %
- ✓ THD: < 3%
- ✓ PF: > 0.9

2.2. Three phase PCU/ inverter shall be used as required.

2.3. Built-in meter and data logger to monitor Project performance retrievable through external computer shall be provided.

2.4. The charge controller (if any) / MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/Equivalent BIS standard. The junction boxes/ enclosures should be IP 65(for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.

2.5. The PCU/ inverters should be tested from the MNRE approved test centers/NABL/BIS/IEC accredited testing-calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

3. Array Structure

Bidder should submit the drawing of the MMS which they shall supply MMS should be Installed along with the hot dipped galvanized minimum 80 microns array support structure for mounting of SPV modules at site. The panel frame structure should be capable of withstanding a minimum wind Speed of 150 Km per hour, after grouting and installation. MMS should be sturdy & designed to assist SPV Modules to render maximum output. The hardware (fasteners) used for installation of SPV Modules & MMS should be of suitable Stainless Steel (SS 304). Prior approval of drawing & specification of module mounting structures is required to be taken from REIL. Each MMS should be with minimum four legs grouted on pedestals of minimum 300x300x300 mm in M25 Grade or as per Site requirement. Foundation bolts of stainless/Gl steel should be at least 150 mm long. Made of MS in Hot rolled or Cold Formed members & ERW pipes& should be hot dipped galvanized as per IS- 4759.The structure design should be validated for wind speed of 150 Km/Hr and must be certified by Charted Engineer. Module Mounting structures should have theft proof arrangements along with the array support structure for locking arrangement of SPV modules for protecting them from theft. Its size should be with reference to the specifications of their own make SPV modules such that modules can comfortably slide in the channel while installation. It should not hide any portion of the photovoltaic circuit encapsulated in the lamination of the SPV module, there by unaffecting the efficiency & rating of the SPV modules. Anti Theft Nut Bolts of SS (with washers) should also be used. The minimum floor clearance shall be 300 mm.

Specification shall be as under:-

a) MMS Steel shall be as per latest IS 2062:2011 and galvanization of the mounting structure shall be in compliance of latest IS 4759..
b) The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a PV system is proposed to be installed. The PV array structure design shall be appropriate with a factor of safety of minimum 1.5.
c) The structures shall be designed to allow easy replacement, repairing and cleaning of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels. Necessary testing provision for MMS to be made available at site.
d) Adequate spacing shall be provided between two panel frames and rows of panels to facilitate personnel protection, ease of installation, replacement, cleaning of panels and electrical maintenance.
e) The structure shall be designed to withstand operating environmental conditions for a period of minimum 25 years.

4. Junction Boxes (JBS) Based on System Design Requirements

4.1. The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminum/cast aluminum alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JBs shall be such that input & output termination can be made through suitable cable glands.

4.2. Copper bus bars/terminal blocks housed in the junction box with suitable termination threads Conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single / double compression cable glands with provision of earthing. It should be placed at 5 feet or suitable height for ease of accessibility.

4.3. Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs) / SPDs, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.

4.4. Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.

5. DC Distribution Board Based on System Design Requirements

5.1. DC Distribution panel to receive the DC output from the array field.
5.2. DC DPBs shall have sheet from enclosure of dust & vermin proof conform to IP 65 protection. The bus bars are made of copper of desired size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the PCU along with necessary surge arrestors.

6. AC Distribution Panel Board

6.1. AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
6.2. All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
6.3. The changeover switches, cabling work should be undertaken by the Successful Bidder as part of the project.
6.4. All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz.
6.5. The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
6.6. All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
6.7. Should conform to Indian Electricity Act and rules (till last amendment).
6.8. All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions: -

Variation in supply voltage	**+/- 10 %**
Variation in supply frequency	+/- 3 Hz

7. PCU/Array Size Ratio

As SPV array produce direct current electricity, it is necessary to convert this direct current into alternating current and adjust the voltage levels to match the grid voltage. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. String inverter should also be DG set interactive. If necessary, Inverter output should be compatible with the grid frequency.
Typical technical features of the inverter shall be as follows:

- Capacity of String Inverter : as per Power Plant Capacity
- Switching devices : IGBT/MOSFET
- Control : Microprocessor /DSP
- Nominal AC output voltage and frequency: 415V, 3 Phase, 50 Hz
- Output frequency : 50 Hz
- Grid Frequency Synchronization range : +/-5 Hz
- Ambient temperature considered : -20 Degree Celcius to 50 Degree Celcius
- Humidity : 95 % Non-condensing
- Protection of Enclosure : IP-65(Minimum) for outdoor.
- Grid Frequency Tolerance range : +/-5 Hz o Grid Voltage tolerance : - 20% & + 15 %
- No-load losses : Less than 1% of rated power
- Inverter efficiency(Min.): >97% (In case of 10 kW or above without inbuilt

galvanic isolation)

- THD: < 3%

a. String Inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
b. The output of power factor of String Inverter is suitable for all voltage ranges or sink of reactive power, inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.
c. Built-in meter and data logger to monitor plant performance through external computer shall be provided.
d. Anti-islanding (Protection against Islanding of grid): The PCU shall have anti islanding protection in conformity to IEEE 1547/UL 1741/ IEC 62116 or equivalent BIS standard.
e. The String Inverter generated harmonics, flicker, DC injection limits, Voltage Range, Frequency Range and Anti-Islanding measures at the point of connection to the utility should follow the latest CEA (Technical Standards for Connectivity Distribution Generation Resources) Guidelines.
f. The String Inverter should comply with applicable IEC/equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068-2(1,2,14,30) /Equivalent BIS Std
g. The inverter shall have an RS-485 interface and support communication of its operational parameters and logs over Modbus protocol. The register mapping/memory mapping of the inverter data shall be made available by the Empanelled Agency from the inverter supplier to the REIL/authorized agency.
h. The String Inverter should be tested from the MNRE approved test centers /NABL /BIS /IEC accredited testing- calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

8. Data Acquisition System / Plant Monitoring

Data Acquisition System shall be provided for each of the solar PV plant. Remote Monitoring and data acquisition through Remote Monitoring System software at the owner location with latest software/hardware configuration and service connectivity for online / real time data monitoring/control complete to be supplied and operation and maintenance/control to be ensured. In case functional WIFI is not available the vendor shall have to provide GSm/Sim based facility over an CMC period of five years .(if possible provide both the facilities.)The bidder shall mandatorily provide Application Programming Interface (API) of the data logger installed with inverter to fetch the data on JAKEDA platform/dashboard.

Solar Irradiance: An integrating Pyranometer / Solar cell-based irradiation sensor (along with calibration certificate) provided, with the sensor mounted in the plane of the array. Readout integrated with data logging system.

Temperature: Temperature probes for recording the Solar panel temperature and ambient temperature to be provided complete with readouts integrated with the data logging. These two sensors are mandatory for plants of capacity above 100 kW.

Wind Speed sensors are also mandatory for plants of capacity above 100 kW

Installation agency shall ensure that Inverter should have provision of remote monitoring of inverter data through sim card/Wifi . Required website/mobile app platform, where the user (Consumer) can access the data, should be provided/explained to consumer while installation by Empanelled Agency. Additionally, if inverter has the facility of in-built wifi module, that should also be explained to the beneficiary. Recurring cost of sim card / Wifi/ shall be borne by Vendor. All the inverter data should be made available to JAKEDA for monitoring by giving web access. current carrying cable from lightning arrestor to the earth pit should have sufficient current carrying capacity according to IEC 62305.According to standard, the minimum requirement for a lightning protection system designed for class of LPS III is a copper conductor with a cross section of 16 mm2 or equivalent. Separate pipe for running earth wires of Lightning Arrestor shall be used.

9. Power Consumption

Regarding the generated power consumption, priority needs to be given for internal consumption first and thereafter any excess power can be exported to the distribution licensee network. 8.7 Protections

10. Lightning Protection

The SPV power Project shall be provided with lightning & overvoltage protection of appropriate size. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per IEC 62305standard. The protection against induced high voltages shall be provided using metal oxide varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.

11. Surge Protection

Internal surge protection shall consist of three MOV type surge-arrestors connected from +ve and –ve terminals to earth (via Y arrangement).

12. Earthing Protection

a. Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-1987. In addition, the lighting arrester/masts should also be earthed inside the array field.
b. Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

13. Grid Islanding

13.1. In the event of a power failure on the electric grid, it is required that any independent power-producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to feed power into small sections of the grid, known as “islands.” Powered islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Project shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.

13.2. A manual-disconnect 4pole isolation switch, besides automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.

14. AC and DC Cables

Cables of appropriate size to be used in the Project shall have the following characteristics:

a. Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards.
b. Temp. Range: –10oC to +80oC.
c. Voltage rating 660/1000V
d. Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
e. Flexible
f. Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire Project to the minimum. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use.
g. Cable Routing/ Marking: All cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified.

h. The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e., twenty-five (25) Operational Years.

i. The ratings given are approximately, Successful Bidder to indicate size and length as per system design requirement. All the cables required for the Project provided by the Successful Bidder. All cable schedules/layout drawings approved prior to installation.

j. Multi Strand, annealed high conductivity copper/aluminum conductor PVC type 'A' pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armored cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below: BOS item / component Standard Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated cables for working Voltage up to and including 1100 V, UV resistant for outdoor installation IS /IEC 69947.

k. The size of each type of DC cable selected shall be based on minimum voltage drop.

l. The size of each type of AC cable selected shall be based on minimum voltage drop; however, the maximum drop shall be limited to 2 %.

m. All such external electrical works shall be required to be done as per DISCOMs SOR.

15. Connectivity

The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the Distribution Code/Supply Code of the State and amended from time to time. Following criteria have to be followed for selection of voltage level in the distribution licensee's network for ready reference of the solar suppliers. The work should be done in compliance with respective regulations and policy.

16. Tools & Tackles and Spares

16.1. The requirement of maintaining tools, tackles, and spares at site or at service center is left to the discretion of the Bidder with a condition that the same would be made available immediately as and when required.

16.2. The Bidders are advised to ensure a response time of 24 hours and maximum expected turnaround time of 72 hours (under special circumstances, additional time limit may be considered).

16.3. Minimum requisite spares to be maintained by the Successful Bidder, in case of PCU/inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction Boxes, fuses, MOVs / arrestors, MCCBs etc. shall be maintained at site or at nearest service center for the entire period of Comprehensive O&M.

17. Danger Boards and Signage

Danger boards should be provided as and where necessary as per IE Act. /IE rules as amended up to date.

18. Fire Extinguishers

The firefighting system for the proposed Project for fire protection shall consist of portable fire extinguishers in the control room for fire caused by electrical short circuits. The installation of Fire Extinguishers should confirm to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs as well as the PV Array have been installed.

19. Drawings and Manuals

Two sets of Engineering, electrical drawings and Installation and Comprehensive O&M manuals are to be supplied. Successful Bidder shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid with basic design of the Project and power evacuation, synchronization as also protection equipment. Approved ISI and reputed makes for equipment be used. For complete electro-mechanical works, Successful Bidder shall supply complete design, details and drawings to REIL.

20. Planning and Designing

The Successful Bidder should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labour. The Successful Bidder should submit the array layout drawings along with Shadow Analysis Report to the designated authority of REIL.

REIL reserves the right to modify the landscaping design, Layout and specification of sub- systems and components at any stage as per local site conditions/requirements.

The Successful Bidder shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The Successful Bidder shall submit one sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

21. Safety Measures

The Successful Bidder shall take entire responsibility for electrical safety of the installation(s) including connectivity with the grid and follow all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA guidelines etc.

22. Transportation

The responsibility of transportation of materials would lie with the vendor. The vendor shall be responsible for transporting all materials to the project site. 8. Further, for clarification, Work Order shall be signed for individual Project, but Quoted Fixed Amount shall remain the same for all Project. However, it shall be applicable in accordance with respective dates of COD.

This information should be filled on-line in Cover-III (.xls format) only on e-procurement site as per procedure. If Quoted Fixed Amount is submitted in Cover-I and/or in Cover-II (technical bid) by any Bidder, their offer will be summarily rejected

QUALITY CERTIFICATION, STANDARDS AND TESTING FOR OFF GRID/GRID-CONNECTED ROOFTOPSOLAR PV SYSTEMS/ POWER PLANTS

Quality certification and standards for Off-Grid/Grid-Connected Rooftop Solar PV Systems are essential for the successful mass-scale implementation of this technology. It is also imperative to put in place an efficient and rigorous monitoring mechanism, adherence to these standards. Hence, all components of Grid- Connected Rooftop Solar PV System/ Plant must conform to the relevant standards and certifications given below:

String Inverter	
IEC 62109-1, IEC 62109-2	Safety of power converters for use in photovoltaic power systems – Part 1: General requirements, and Safety of power converters for use in photovoltaic power systems Part 2: Particular requirements for inverters. Safety compliance (Protection degree IP 65 for outdoor mounting, IP 54 for indoor mounting)
IEC/IS 61683 (as applicable)	Photovoltaic Systems – Power conditioners: Procedure for Measuring Efficiency (10%, 25%, 50%, 75% & 90-100% loading Conditions)
IEC 62116/ UL 1741/ IEEE 1547 (as applicable)	Utility-interconnected Photovoltaic Inverters - Test Procedure of Islanding Prevention Measures
IEC 60255-27	Measuring relays and protection equipment – Part 27: Product safety requirements
IEC 60068-2 (1, 2, 14 & 30)	Environmental Testing of PV System – Power Conditioners and Inverters a) IEC 60068-2-1: Environmental testing - Part 2-1: Tests - Test A: Cold b) IEC 60068-2-2: Environmental testing - Part 2-2: Tests - Test B: Dry heat c) IEC 60068-2-14: Environmental testing - Part 2-14: Tests - Test N: Change of temperature e) IEC 60068-2-30: Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)

IEC 61000 – 2,3,5 (as applicable)	Electromagnetic Interference (EMI) and Electromagnetic Compatibility (EMC) testing of PV Inverters
IS/IEC 60947 (Part 1, 2 & 3), EN 50521	General safety requirements for connectors, switches, circuit breakers (AC/DC): a) Low-voltage Switchgear and Control-gear, Part 1: General rules b) Low-Voltage Switchgear and Control-gear, Part 2: Circuit Breakers c) Low-voltage switchgear and Control-gear, Part 3: Switches, disconnectors, switch-disconnectors and fuse-combination) EN 50521: Connectors for photovoltaic systems – Safety requirements and tests
IEC 60269-6	Low-voltage fuses - Part 6: Supplementary requirements for fuse-links for the protection of solar photovoltaic energy systems
Surge Arrestors	
BFC 17-102:2011	Lightening Protection Standard
IEC 60364-5-53/ IS 15086-5 (SPD)	Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and Control
IEC 61643-11:2011	Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems - Requirements and test methods

Cables	
IEC 60227/IS 694, IEC 60502 /IS 1554 (Part 1 & 2)/IEC69947 (as applicable)	General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation)
BS EN 50618	Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables
Earthing/ Lightning	
IEC 62561 Series (Chemical earthing) (as applicable)	IEC 62561-1 Lightning protection system components (LPSC) - Part 1: Requirements for connection components IEC 62561-2 Lightning protection system components (LPSC) - Part 2: Requirements for conductors and earth electrodes IEC 62561-7 Lightning protection system components (LPSC) - Part 7: Requirements for earthing enhancing compounds
Junction Boxes	
IEC 60529	Junction boxes and solar panel terminal boxes shall be of the thermoplastic type with IP 65 protection for outdoor use, and IP 54 protection for indoor use
Energy Meter	
IS 16444 or as specified by the DISCOMs	A.C. Static direct connected watt-hour Smart Meter Class 1 and 2 - Specification (with Import & Export/Net energy measurements)
Solar PV Roof Mounting Structure	
IS 2062/IS 4759	Material for the structure mounting
Fuses & Control Gears	

IS/IEC 60947 (Part 1, 2 & 3), EN 50521	General safety requirements for connectors, switches, circuit breakers (AC/DC): 1) Low-voltage Switchgear and Control-gear, Part 1: General rules, Part 2: Circuit Breakers, Part 3: Switches, dis-connectors switch- dis-connectors and fuse-combination 2) EN 50521: Connectors for photovoltaic system- Safety requirements and tests
IEC 60269-6:2010	Low-voltage fuses - Part 6: Supplementary requirements for fuse links for the protection of solar photovoltaic energy systems

Note- Equivalent standards may be used for different system components of the plants.

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SECTION IX: CHECKLIST

S. No.	Particular	Format No.	Copy Attached Yes/No
1.	(*) Tender Fee (Non-Refundable)		
2.	(*) Covering Letter	1	
3.	General Particulars of the bidder	2	
4.	(*) 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.	3	
5.	Power of Attorney in favour of authorized signatory, on requisite value of stamp paper. (Board Resolution in support of power of attorney in favour of authorized signatory) (applicable for Companies)	4	
6.	JV/ Consortium Agreement (Letter of Intent of intent can also submitted in lieu of JV agreement)	5	
7.	Compliance Code of Integrity and No Conflict of Interest	6	
8.	Confidentiality Undertaking	7	
9.	(**)PBG	8	
10.	Annexures	I to IV	
11.	Integrity Pact	V	
12.	Land Border Undertaking	VI	
13.	Declaration Certificate for Local Content dully signed by practicing Charted Accountant	VIII	
14.	Available Bid Capacity Form	IX	
15.	All required documents as per eligibility and Qualification Criteria as per Section-VI.		
16.	Signed and stamped copy of this RC including all corrigenda on each page.		

(*) To be submitted in original as per Clause 11.5 of Section-II in addition to its scanned copy being uploaded along with the bid. The original must be physically submitted and acknowledgment obtained from the Procuring Entity before Bid Submission Deadline.

(**) To be submitted by the Successful Bidder after issuance of Work Contract.

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SECTION X: ANNEXURES & FORMATS

Annexure-I

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Process Compliance Form

(To be submitted on Bidder's letter head)

To

Addl. General Manager (MM)
M/s Rajasthan Electronics & Instruments Limited
2, Kanakpura Industrial Area, Sirsi Road,
Jaipur-302034

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

Dear Sir,

This has reference to the Terms & Conditions for e-Tendering mentioned in the tender No.: - **REIL**/MM-**RE/2025-26/**94
We hereby confirm the following: -

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

With regards

Signature with Company seal
Name:
Designation:
E-mail Id:

Annexure-II

AUTHORIZATION CERTIFICATE
(To be submitted on Bidder's letter head)

Date ……

To

Addl. General Manager (MM),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area, Jaipur-302034
Rajasthan

Dear Sir,

We M/s……..are authorizing Mr..……..to submit RC in reference to your tender no **REIL/MM-RE/2025-26/94 Dated 16.09.2025** for work for "Survey, Design, Supply Of BOS (Except SPV Modules), Erection, Testing, Commissioning And Comprehensive Operation And Maintenance For 5 Years Of 5 MW Grid Connected Rooftop Solar Photovoltaic Power Plant(s) on State Government Buildings in UT of Jammu & Kashmir" on behalf of the company. He is authorized to carry out communication and negotiations on our behalf.

On behalf of the Company……

Signature with Company seal
Name:
Designation:
E-mail Id:

----------XXX----------

Annexure -III

CERTIFICATE FOR NOT BEING DEBARRED AND FULFILLING THE ELIGIBILITY AND QUALIFICATION CRITERIA

(To be submitted on letter head of Sole Bidder / Each member of JV/ Consortium)

Date……

To
Addl. General Manager (MM),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area, Jaipur-302034
Rajasthan

Ref: RC No. …….

Dear Sir,

I/We hereby certify that I/We fulfil the Eligibility and Qualification Criteria for participating in this tender as mentioned in Clause 2 of Section-I and Section -VI of this RC document. I/We have not been debarred by the Procuring Organization or by its Ministry/Department or by the Department of Expenditure (DoE), Ministry of Finance, Govt. of India for participating in tenders. I/We also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm debarred/blacklisted.

On behalf of company ……

Signature with Company seal
Name:
Designation:
E-mail Id:

----------XXX----------

Annexure-IV

UNDERTAKING OF NO NEAR RELATIVE

(To be submitted on letter head of Sole Bidder / Each member of JV/ Consortium)

Date…….

To

Addl. General Manager (MM),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area, Jaipur-302034
Rajasthan

Dear Sir,

I/We, M/s. ……hereby certify that none of my relative(s) as defined in the RC is/are employed in REIL unit as per details given in RC Document. In case at any stage, it is found that the information given by me is false / incorrect, REIL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

The near relatives for this purpose are defined as: -

(a) Members of a Hindu undivided family.
(b) They are husband and wife.
(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (Daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

On behalf of company ……

Name and Designation

Undertaking is also to be signed by: -

a. Signature & Name of Proprietor in case of Proprietorship firm

i. ……

ii. ……

b. Signature & Name of all partners in case of Partnership firm

i. ……..

ii. ……..

c. Signature & name of all Directors of company in case of Limited or Private Limited Company

i. ……

ii. ……

d. Signature & name of all Partners/Directors of company in case of JV/ Consortium

i. ……

ii. ……..

iii.

Annexure-V

INTEGRITY PACT

(*To be submitted by the Bidder on non-judicial stamp paper (value as prescribed in State/UT)*

Between

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

and

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

Preamble

The principal intends to award, under laid-down organizational procedures, contract/s for _____. The principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).
In order to achieve these goals, the principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1. No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.2. The principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.3. The principal will exclude from the process all known prejudiced persons.

If the principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

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

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

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

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

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

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

3. Section 4 – Compensation for Damages

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

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

4. Section 5 – Previous Transgression

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

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

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

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

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

5.3. The principal will disqualify from the tender process all Bidders who do not sign this pact or violate its provisions.

6. Section 7 – Criminal Charges against violating Bidders/ Contractors Subcontractors

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

7. Section 8 –Independent External Monitor(s)

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

Ms. Arundhaty Ghosh, Director General (Postal Services) (Retd.) as IEM for this contract. Her address is as below.

CG 151, Ist Floor, Sector II,
Salt Lake, Kolkata - 700091
E-mail: arundhatyg@gmail.com

Shri Shekhar Prasad Singh, IAS (Retd.), as IEM for this contract. His address is as below:
Plot No. 176, Road No. 11,
Prashasan Nagar, Jublee Hills,
Hyderabad-500 033.
E-mail: spsinghias1983@gmail.com

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

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

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

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

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

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

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

8. Section 9 – Pact Duration

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

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

9. Section 10 – Other Provisions

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

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

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

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

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

9.6. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the organization, the contractor and the sub- contractor.

For & On behalf of the principal
(Office Seal)

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

Place----------

Date----------

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____

Annexure-VI

LAND BORDER SHARING DECLARATION

(To be submitted on letter head of Sole Bidder / Each member of JV/ Consortium)

In-line with Department of Expenditure's (DoE) Public Procurement Division Order 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) or latest amended.

Date: …….
RC No: …….
Name of Work: ……..

"I/We have read the clauses pertaining to 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 restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ We the bidder < *name of the bidder……*> is / are Not from such a country and eligible to be considered for this tender.

OR

From such country, has been registered with the competent authority and eligible to be considered for this tender (Evidence of valid registration by the competent authority shall be attached)

On behalf of company ……

Signature with Company seal
Name:
Designation:
E-mail Id:

Tender ref.: REIL/MM-RE/2025-26/94

Annexure-VII

BID SECURITY DECLARATION FORM

(To be submitted on Bidder's letter head)

To
Addl. General Manager (MM),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area, Jaipur-302034
Rajasthan

Dear Sir,

1. I/We, the undersigned, declare that M/s …… is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your RC conditions Clause no. ……., bids must be supported by a Bid Securing Declaration
3. I/We accept that I/We may be disqualified from bidding for any contract with you for period of specified in the tender documents if I am /We are in a breach of any obligation under the bid conditions, because I/We
   - **a.** have withdrawn/ modified /amended, impaired or derogated from the tender, my/our bid during the period of bid validity specified in the form of Bid, or
   - **b.** having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to accept the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
4. I/We understand this Bid Security Declaration shall ceases to be valid if I am/We are not the Successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the Successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
5. I/We declare that I am the authorized person of declaration for and on behalf of the bidder and the Letter of Authority for executing declaration is enclosed.

On behalf of company ……

Signature with Company seal

Name:

Designation:

E-mail Id:

Annexure-VIII

Form MII: Self Declaration Certificate for Local Content
(To be submitted on letter head of Sole Bidder / Each member of JV/ Consortium)

Having read and understood the Public Procurement (Preference to Make in India PPP- MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

(a) Self-Certification for the category of suppliers:

Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

- Class-I Local Supplier/

(b) We also declare that

- There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or
- We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

Bidder's Representative:

Signature: .....

Name: .....

Position: .....

Date: .....

Company: .....

Company stamp: .....

Chartered Accountant/Company Auditor/Statutory Auditor

Signature: ……..……..

Name: …….……..…….

Position: ……..…….

Date: …….……..

Company: ……..

Company stamp: ……

Membership No: ……...……

Address: ……...……

Contact No.: ……

Email ID: ……..

Note:

1. This declaration serves as a declaration form for the bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt. Directives applicable in respect of Local Content & prescribed tender conditions).

The Bidder as a 'Class-I local supplier' shall be required to provide this Certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Annexure-IX

Certificate for Available Bid Capacity

(To be submitted on letter head of Sole Bidder / Each member of JV/ Consortium)

We undertake that following value of engineering (Civil/ Electrical/ Mechanical works which include installation and commissioning) has been executed during last five years :

S.No.	Financial Year	Value of Works Executed/ in Hand (Rs. In Lakh)
1.		
2.		
3.		
4.		
5.		
6.	Total Value of Work Executed	
7.	Maximum value of engineering (Civil/ Electrical/ Mechanical works which include installation and commissioning) (A)	
8.	Value of engineering (Civil/ Electrical/ Mechanical works which include installation and commissioning) in Hand (B)	

Chartered Accountant/Company Auditor/Statutory Auditor

Signature: ……..……..

Name: …….…….……...

FRN no……

Date: …….……..

UDIN no:- ……...……

Membership No: ……...……

Address: ……...……

Contact No.: ……

Email ID: ……..

FORMAT 1

COVERING LETTER
(To be submitted on Bidder's letter head)

Addl. General Manager (MM),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area, Jaipur-302034
Rajasthan

Sub: Rate Contract (RC) for "Survey, Design, Supply Of BOS (Except SPV Modules), Erection, Testing, Commissioning And Comprehensive Operation And Maintenance For 5 Years Of 5 MW Grid Connected Rooftop Solar Photovoltaic Power Plant(s) on State Government Buildings in UT of Jammu & Kashmir with RC Specification No…….

Dear Sir,

We, the undersigned _____ [insert name of the Bidder] having read, examined and understood in detail the Rate Contract (RC) for the work of Survey, Design, Supply Of BOS (Except SPV Modules), Erection, Testing, Commissioning And Comprehensive Operation And Maintenance For 5 Years Of 5 MW Grid Connected Rooftop Solar Photovoltaic Power Plant(s) on State Government Buildings in UT of Jammu & Kashmir. We have no reservations to the RC documents including all corrigenda and agree to comply with the conditions stipulated therein completely. We hereby quote the capacity as per the following: -

Sr. No.	Name of UT	Total Available capacity (MW)	Quoted Capacity (MW)
1	J&K	5	

We, the undersigned, hereby submit/ upload our Technical Bid and Financial Bid (Price Schedule) for the works in conformity with the said Tender Documents.

1. Our Credentials:

a) We are submitting this bid: -

- On our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted.

3 Our Eligibility and Qualifications to participate

We comply with all the Eligibility and Qualification Criteria stipulated in Clause 2 of Section- I and Section-VI of this RC Document, and the relevant declarations/documents are attached along with our bid.

Our Bid to carry out the Works**:**

We offer to carry out the works including supply of goods and services in conformity with the Tender Document.

4 Prices

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Financial Bid (Price Bid BOQ). It is hereby confirmed that the prices quoted therein by us are:

a) based on terms of delivery and delivery schedule confirmed by us; and

b) based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and

c) have been arrived at independently, without restricting competition, any consultation, communication, or

agreement with any other bidder or competitor relating to:

i. those prices; or

ii. the intention to submit an offer; or

iii. the methods or factors used to calculate the prices offered.

d) have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5 Affirmation to terms and conditions of the Tender Document

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservation. We also explicitly confirm acceptance of the dispute resolution clause as given in the RC Document.

6 Abiding by the Bid Validity

We agree to keep our bid valid for acceptance for a period upto -------, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

7 Non tempering of Downloaded Tender Document and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realize that any such change noticed at any stage, including after the contract award, shall make us liable for punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

8 A Binding Contract

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents submitted by us may not be included in the contract Documents. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Letter of Award (LoA), shall constitute a binding contract between us.

9 Performance Guarantee and Signing the contract

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

10 Signatories

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in FORMAT 4A/4B/4C as applicable. We acknowledge that our digital/digitized signature is valid and legally binding.

11 Rights of the Procuring Entity to Reject bid(s):

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

FORMAT-2

GENERAL PARTICULARS OF THE BIDDER

(To be submitted on letter head of Sole Bidder / Each member of JV/ Consortium)

1.	Name of the Company	
2.	Registered Office Address	
3.	E-mail	
4.	Web site	
5.	Authorized Contact Person(s) with name, designation, Address and Mobile Phone No., E- mail address/ Fax No. to whom all references shall be made	
6.	Year of Incorporation	
7.	Reference of any documentation formation attached by the Bidder other than specified in the RC.	
8.	Bidder is listed in India	Yes/No
9.	TIN No.	
10.	CST	
11.	GST No.	
12.	PAN No.	
13.	Service Tax (ST-2)	
14.	Certificate of Incorporation of Bidder/Affiliate (as applicable) enclosed	Yes/No
15.	Partnership deed or LLPF/Sole Proprietor Registration (as applicable) enclosed	Yes/No

Signature with Company seal

Name:

Designation:

E-mail Id:

FORMAT-3

FORMAT FOR EMD BANK GUARANTEE

M/s._____ (Name & Address of the Firm) having their registered office at _____ (Address of the firms Registered office) (Hereinafter called the 'bidder') wish to participate in the tender No. _____ for _____ Rajasthan Electronics & Instruments Limited (REIL) and WHEREAS a Bank Guarantee for (Hereinafter called the "Beneficiary") Rs. _____ (Amount of EMD) valid till_____ (Mention here date of validity of this Guarantee which from the date of the submission of Tender's offer) which is required to be submitted by the bidder along with the tender.

We, _____ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered office at _____ (address of Bank's Registered office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Rajasthan Electronics & Instruments Limited or any officer authorized by it in this behalf any amount not exceeding Rs. (Amount of E.M.D.), (Rupees _____ (In words) to the said Rajasthan Electronics & Instruments Limited on behalf of the bidder.

We _____ (Name of the Bank) also agree that withdrawal of the tender or part thereof by the bidder within its validity or Non submission of Security Deposit by the bidder within one month from the date tender or a part thereof has been accepted by the Rajasthan Electronics & Instruments Limited would constitute a default on the part of the bidder and that this Bank Guarantee is liable to be invoked and en-cashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the bidder and that the en-cashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank upto and inclusive of _____ (mention here the date of validity of Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of bidder or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the bidder and the REIL.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. REIL). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. _____ (Amt. of E.M.D.) (Rupees_____ _____) (in words). Our Guarantee shall remain in force till _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____(Date of validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date: -

Please mention here Complete Postal Address of the Bank with Branch Code, Telephone.

SIGNATURE OF THE BANK'S
AUTHORISED SIGNATORY WITH
OFFICIAL ROUND SEAL

Note -1: The Bank Guarantee (B.G) shall be from the Nationalize Banks or Schedule Commercial Bank.

Note -2: The B.G shall be signed by two bank officer jointly if the amount of B.G is more than Rs 50,000/- and B.G must have proper B.G number as per R.B.I guidelines.

FORMAT-4A

POWER OF ATTORNEY

(for Sole bidder)

(To be on non-judicial stamp paper (value as prescribed in State/UT)

Know all men by these presents, we _____do hereby constitute, appoint and authorize Mr/Ms_____ who is presently employed with us and holding the position of _____as our Representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Works "Survey, Design, Supply Of BOS (Except SPV Modules), Erection, Testing, Commissioning And Comprehensive Operation And Maintenance For 5 Years Of 5 MW Grid Connected Rooftop Solar Photovoltaic Power Plant(s) on State Government Buildings in UT of Jammu & Kashmir", including signing and submission of all documents and providing information/responses to Rajasthan Electronics & Instruments Limited, Jaipur , representing us in all matters, dealing with Rajasthan Electronics & Instruments Limited, Jaipur in all matters in connection with our Bid for the said Works.

We hereby agree to ratify all acts, deeds and things lawfully done by our said representative pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid representative shall and shall always be deemed to have been done by us.

Dated this the_____ day of _____20_____.

(Signature of Authorized Signatory)

_____
(Signature and Name in Block letters of Signatory)
Seal of Company

Witness

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

Notes:

This Power of Attorney shall be executed in English and according to the applicable laws in the Bidder's country, taking into account the notes stated below:

(1) The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the Bidder's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure

(2) Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the Bidder.

(3) For a required document executed and issued overseas, the document will also have to be legalised by the Embassy of India in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Embassy of India, if they carry a conforming Apostille certificate.

FORMAT-4B

POWER OF ATTORNEY

(for Authorized Representative of JV/ Consortium Member)

(To be on non-judicial stamp paper (value as prescribed in State/UT)

Know all men by these presents, we _____do hereby constitute, appoint and authorize Mr/Ms_____ who is presently employed with us and holding the position of _____as our Representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Works of "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, including signing and submission of all documents and providing information/responses to Rajasthan Electronics & Instruments Limited, Jaipur, representing us in all matters, dealing with Rajasthan Electronics & Instruments Limited, Jaipur in all matters in connection with our Bid for the said Works.

We hereby agree to ratify all acts, deeds and things lawfully done by our said representative pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid representative shall and shall always be deemed to have been done by us.

Dated this the_____ day of _____20_____.

(Signature of Authorized Signatory)

_____

(Signature and Name in Block letters of Signatory)
Seal of Company

Witness

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

Notes:

This Power of Attorney shall be executed in English and according to the applicable laws in the Bidder's country, taking into account the notes stated below:

(1) In the case of existing JV/Consortium, a certified copy of (JV/Consortium) Agreement shall be furnished.

(2) The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the Bidder's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

(3) Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the bidder.

(4) For a required document executed and issued overseas, the document will also have to be legalised by the Embassy of India in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Embassy of India, if they carry a conforming Apostille certificate.

FORMAT-4C

POWER OF ATTORNEY

(for Authorized Representative for JV/ Consortium)

(To be on non-judicial stamp paper (value as prescribed in State/UT)

Whereas, the Managing Director of Rajasthan Electronics & Instruments Limited, Jaipur, which is owned by the Government of India, has invited Bids for the Works of "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, and Whereas, the members of the JV/Consortium comprising of M/s. _____(*Lead Member*)_____, M/s. _____, M/s_____, and M/s_____ are interested in submission of bid for this Works of in accordance with the terms and conditions contained in the Bid documents.

Whereas, it is necessary for the members of the JV/Consortium to designate representative of the lead member as the authorized representative, with all necessary power and authority to do, for and on behalf of the JV/Consortium, all acts, deeds and things as may be necessary in connection with the JV/Consortium's Bid for the Works.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. _____ (Lead Member) _____, M/s. _____, M/s_____, ... and M/s---------- hereby designate Mr/Ms. _____, being the representative of the Lead Member of the JV/Consortium, as the Authorized Representative of the JV/Consortium, to do on behalf of the JV/Consortium , all or any of the acts, deeds or things necessary or incidental to the JV/Consortium's bid for the contract, including submission of the bid, participating in conferences, responding to queries, submission of information/documents and generally to represent the JV/Consortium in all its dealings with Rajasthan Electronics & Instruments Limited, Jaipur in connection with the contract for the said work until culmination of the process of bidding till the Contract Agreement is entered into with Rajasthan Electronics & Instruments Limited, Jaipur and thereafter till the expiry of the Contract Agreement.

In the event of the above Authorised Representative being replaced by or dissociating with/leaving the Lead Member, the Lead Member shall immediately appoint another of its employee as its Authorised Representative duly with the consent of other JV/Consortium members. During all such period when the lead member is not able to have an Authorised Representative, the MD/Chairman of the Lead Member will be considered to be the Authorised Representative for the purpose of this bid and subsequent contract (if applicable).

We hereby agree to ratify all acts, deeds and things lawfully done by authorized representative, our said representative, pursuant to this power of attorney and that all acts deeds and things done by our aforesaid representative shall and shall always be deemed to have been done by us (JV/Consortium).
Dated this the_____ day of _____20_____.

(Signature)

(Name in Block letters of Executants)

Seal of Company

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

Notes:

This Power of Attorney shall be executed in English and according to the applicable laws in the Bidder's country, taking into account the notes stated below:

(1) In the case of an existing JV/Consortium, a certified copy of JV/Consortium Agreement shall be furnished.

(2) The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the bidder's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

(3) Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the bidder.

(4) For a required document executed and issued overseas, the document will also have to be legalised by the Embassy of India in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Embassy of India, if they carry a conforming Apostille certificate.

FORMAT FOR JV/CONSORTIUM AGREEMENT

(To be on non-judicial stamp paper of appropriate value purchased in any State/UT)
The Members of the JV/Consortium shall provide a JV/Consortium Agreement for JV/Consortium Participation and which includes at least the following:

M/s____ {Insert Name of Lead Member} _____, having its registered office at _____ (hereinafter referred to as "_____"), is the Lead Member of the JV/Consortium and act as the Authorized Representative of the JV/Consortium on first part; and

M/s____ {Insert Name of Member} _____having its registered office at_____ (hereinafter referred to as "_____"), shall act in the capacity of a Joint Member of the JV/Consortium on the other part.

M/s____ {Insert Name of Member} _____, having its registered office at_____ (hereinafter referred to as "_____") in the capacity of a Joint Member of the JV/Consortium on the other part.

The expressions of _____ and _____ and _____ shall wherever the context permits, mean and include their respective legal representatives, successor interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party".

WHEREAS:
Rajasthan Electronics & Instruments Limited, Rajasthan, India, which is owned by the Government of India [hereinafter referred to as "Employer"], has invited bids for the Works of "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."].

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

7) The following documents shall be deemed to form and be read and construed as an integral part of this JV/Consortium Agreement:
   c. Invitation for Bid.
   d. Bidding Documents issued by the Employer.
   e. Any Addenda to the Bidding Documents issued by the Employer.
   f. The Bid submitted on our behalf jointly by the Authorised Representative from the Lead Member.

8) The `Parties' have studied the Bid Documents and have agreed to participate in submitting a `Bid' jointly.

9) Mr./Ms. _____, authorised representative of the Lead Member and an employee of the Lead Member whose details are provided as under, shall be the Authorized Representative of the JV/Consortium for all intents and purposes He / She shall have the authority to conduct all business for and on behalf of any and all the Members of JV/Consortium during the bidding process and in the event the JV/Consortium is awarded the Contract, during Contract execution. Thus, in the event of the award of contract, the Authorised Representative will be the Contractor's Representative.

Name	Designation	Address	Tel/Fax no.	E Mail ID

i. In the event of the above Authorised Representative being replaced by or dissociating with/leaving the Lead Member, the Lead Member shall immediately appoint another of its employee as its Authorised Representative duly with the consent of other

JV/Consortium Members. During any such period when the Lead Member is not able to have an Authorised Representative, the MD/Chairman of

ii. the Lead Member will be considered to be the Authorised Representative for the purpose of this Bid and subsequent Contract (if awarded).

10) We undertake that:

a) The Lead Member of our JV/Consortium ----------(*Name of the Lead Member*) shall have the maximum financial stake amongst the other members of the JV/Consortium.

b) The share of the Lead Member in JV/Consortium shall be more than 50% and that of the other members shall be at least 25%.

c) The distribution of responsibilities in execution of Work and the percentage participation amongst various Members of the JV/Consortium for the subject work shall be as under:

S. No.	Name of the Member	Role (Lead Member/ Member)	Distribution of Responsibilities in execution of the Works	% Participation

11) Joint and Several Responsibility

The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the Contract with the Employer and for the performance of contract awarded to their JV/Consortium.

In case a Party fails or delays to perform its obligations either partially or totally, it shall be responsible for all the outcomes concerned, and upon such conditions the other Parties shall be obliged to take measures to perform well all the obligations under the Contract with the Employer.

12) Assignment and Third Parties

The Parties shall co-operate throughout the entire period of this JV/Consortium Agreement on the basis of exclusivity and neither of the Parties shall make any arrangement or enter into any agreement either directly or indirectly with any other party or group of parties on matters relating to the Works except with prior written consent of the other Party.

13) Executive Authority

The said JV/Consortium through its Authorized Representative (as specified above) shall receive instructions, payments from the Employer. The management structure for the Works shall be prepared in mutual consultation to enable completion of the Works/Services to quality requirements within permitted cost and time.

14) Guarantees

Till the award of the Contract, all the Bank Guarantees to the Employer shall be furnished in the name of JV/Consortium or in the name of all future members as named in the letter of intent which shall be legally binding on all the Members of the JV/Consortium.

15) Documents and Confidentiality

Each Party shall maintain in confidence and not use for any purpose other than those related to the Project all commercial and technical information received or generated in the course of preparation and submission of the Bid.

16) Arbitration

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between Parties. If an amicable settlement cannot be reached as above, it will be settled by……. [*Bidder to specify*].

17) Validity

This JV/Consortium Agreement shall remain in force till one of the following occurs of, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

g. The Bid submitted by the JV/Consortium is declared unsuccessful;
h. Cancellation/ shelving of the Project by the Employer for any reasons prior to award of the Contract;
i. Execution of detailed JV/Consortium agreement by the Parties, setting out detailed terms after award of the Contract by the Employer, substantially covering the requirements as mentioned in the Bidding Documents; or,
j. Successful execution of the Contract and settlement of all/any disputes between the Employer and the Contractor.

18) This JV/Consortium Agreement shall be construed under the laws of India.

19) Notices

The names, addresses and fax numbers of the Authorized Representatives of the other Members of the JV/Consortium to which notices may be given in writing by fax confirmed by registered mail or commercial courier shall be as follows:

d) _____[Name] ____[Designation] ____[Address] ____[Ph. No., Fax No., E-mail ID]
e) _____[Name] ____[Designation] ____[Address] ____[Ph. No., Fax No., E-mail ID]
f) _____[Name] ____[Designation] ____[Address] ____[Ph. No., Fax No., E-mail ID]

Notes:

This Agreement shall be executed in English and according to the applicable laws of India, taking into accounts the notes stated below:

6. In the case of an existing JV/Consortium, a certified copy of JV/Consortium Agreement shall be furnished.
7. The mode of execution should be in accordance with the procedure, if any, laid down by the applicable laws in the Republic of India and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
8. Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the Bidder.
9. For a required document executed and issued overseas, the document will also have to be legalised by the Embassy of India in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Embassy of India, if they carry a conforming Apostille certificate.

20) We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RC/ Contract Agreement shall be entirely ours.

21) We declare that we have not taken any support from any of the independent Consultant or Consulting Agency who is associated with REIL in any form while preparing RC.

If this Declaration is found to be incorrect or if any RC Condition is found violated by us, then without prejudice to any other action our Bid Security/EMD may be forfeited in full and the Proposal to the Extent of Acceptance / anytime during Execution of Assignment may be cancelled.

IN WITNESS WHERE OF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For And on behalf of Lead Member by:	SIGNED, SEALED AND DELIVERED For And on behalf of Second Part:
(Signature) (Name& Designation) (Address)	(Signature) (Name& Designation) (Address)
In Presence of:	In Presence of:
Witness-1	Witness -1
Witness-2	Witness -2

FORMAT-6

COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

(To be submitted on letter head of Sole Bidder / Each member of JV/ Consortium)

Any person participating in a procurement process shall–

f) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

g) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

h) Not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;

i) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

j) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

k) Not obstruct any investigation or audit of a procurement process;

l) Disclose conflict of interest, if any; and

m) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

1. Conflict of Interest: -

Bidder participating in a the bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations i.e. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

a. Have controlling partners/shareholders in common; or
b. Receive or have received any direct or indirect subsidy from any of them; or
c. Have the same legal representative for purposes of the Bid; or
d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
e. The Bidder participates in more than 1(One) Biding a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder in more than one Bid; or
f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge consultant for the contract.

Signature with Company seal

Name:
Designation:
E-mail Id:

Tender ref.: REIL/MM-RE/2025-26/94

FORMAT-7

CONFIDENTIALITY UNDERTAKING

To be submitted on letter head of Sole Bidder / Each member of JV/ Consortium)

I,{**Name of Authorized Person**} on behalf of (**[Name of Bidder]**") Undertake to REIL and the User/Beneficiary Department that:

1. I undertake to keep confidential at all the times information obtained directly, indirectly thorough written, verbal or any other means during working for this assignment. I undertake not to disclose, publish, reveal, copy, transmit, quote, use any of the information in full or part, data, drawings, documents, photographs or any other literature to anyone during the course of assignment and thereafter in future either by the Company or any individual. The undertaking shall be binding to Bidding Firm including its successor/assignee as a whole and all individuals assigned to the task irrespective of their association with Bidding Firm in future.
2.
3. I acknowledge that damages are not a sufficient remedy for any breach of this Undertaking and that REIL and the User/ Beneficiary Department is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of this Undertaking, in addition to any other remedies available to REIL and the User/Beneficiary Department as per law.
4.
5. I acknowledge that this Undertaking is governed by the law in force in India and I agree to submit to jurisdiction of the court of Jaipur, Rajasthan.
6.
7. I undertake to sign Non-Disclosure Agreement (NDA)in case of assigning the job.

Signature with Company seal

Name:

Designation:

E-mail Id:

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be on non-judicial stamp paper (value as prescribed in State/UT)

Bank Guarantee No…….
Date……

To
Addl. General manager (MM)
Rajasthan Electronics & Instruments Limited,
2- Kanakpura Industrial Area,
Sirsi road,
Jaipur-302034

Dear Sirs,
In consideration of the Rajasthan Electronics & Instruments Limited, Jaipur (Hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s……. *Contractor's Name] ……. with its Registered/Head Office at……. (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Purchaser's Purchase Order No……dated……and the same having been acknowledged by the contractor, for……..(Contract sum in figures and words] for……*Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to -----% (*)……of the said basic value of the aforesaid work under the Purchase Order.

We……[Name & Address of the Bank]…….having its Head Office at…….(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Purchaser's on demand any and all monies payable by the Contractor to the extent of…….(*) as aforesaid at any time up to…….(@)……..*days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser's on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser's and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser's and further agrees that the guarantees herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till…. *days/month/year] whichever is earlier.

The Purchaser shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligation under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance of other acts of omission or commission on part of the Purchaser's or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Purchaser may have in relation to the Contractor's liabilities.
Notwithstanding anything to the contrary contained herein.

1. Our liability under this Guarantee shall not exceed Rs. ---------- (Rupees ---------- Only).
2. This Bank Guarantee shall be valid up to ----------

3. Further, a claim period of 60 days after validity period ----------is available to you to make a demand under the Bank Guarantee, in respect of a cause of action which has arisen during the validity period only.
4. We are liable to pay up to the guarantee amount only and only if we receive from you a written claim or demand duly received by authorized Bank officials within the validity period of the guarantee as above or within claim period, if any.

The said letter of guarantee has been transmitted through SFMS gateway to your bank. It is advised that in your own interest, you may verify the genuineness of above letter of guarantee from your bank/branch

WITNESSES: Signature…….
Name……..
Official Address……
Designation…….

Signature……
Name……..
Official Address……..
Seal

Signature……
Name……
No……..
Address…….

FORMAT FOR O&M PERFORMANCE BANK GUARANTEE (OM-PBG)

(To be on non-judicial stamp paper (value as prescribed in State/UT)

<Not Applicable>

FORMAT 10

FORMAT OF INSTALLATION CERTIFICATE

GSTIN No:	M/s..... Address:	Phone No: Fax No: E-mail

Date of Installation:

Name of Beneficiary: .....
Address of Place of Installation:.....
Name of City:....., Tel.No: ...../Mobile No:…….
Email Id:.....
Adhaar No. ,
K. No. in Electricity Bill ……
Location of Project……..(Latitude & Longitude)

Certified that_____kW PV Capacity SPV Roof Top Grid Connected Power Plant in reference to REIL RC order No:.....Dated:..... has been installed and commissioned at the place mentioned and taken over the system by beneficiary in good working condition: The details of material supplied and installed are as under:

S. No.	Item:	Make & capacity of each	Quantity	Serial Numbers.
1.	SPV Module of _____Wp each:			
2.	Inverter/ PCU			
3.	Battery bank			
4.	Module Stand			
5.	Cable			
6.	Lighting Arrestor			
7.	Surge Protection device			
8.	Other items			

Signature of Beneficiary:

Signature of Successful Bidder authorized Person

REIL verification with seal

FORMAT 11

MAINTENANCE CERTIFICATE

Date……

Type of SPV Power Plant - Grid Connected
Contact Person: -
Name of Site: -
Location of Site: -
Capacity of SPV Power Plant: -

S. No	DESCRIPTION	STATUS			REMARK
1.	Nos. of SPV Modules & Capacity				
2.	Cleaning of Modules on Date……				
3.	Nos. of String Inverter & Capacity				
4.	Sr. No. of String Inverter				
5.	Nos. of Strings				
6.	Nos. of Modules in each String				
7.	Vmp & Imp of Strings	Nos.	Vmp	Imp	
8.	Reading of String Inverters	Power (kW)	E-Today (kWh)	Cumulative (kWh)	
9.	Solar Meter Details Sr. No. Make	……..kWh			
10.	Net Meter Details Sr. No. Make	Import kWh	Export kWh	Net kWh	
11.	If/Any				

It is certified that the Grid Connected SPV Power Plant Capacity of ….kWp at…. (Location) is working satisfactory.

Signature of REIL

Signature of Beneficiary

FORMAT 12

FORMAT QUARTERLY MAINTENANCE & SERVICING REPORT
DETAILS OF SOLAR PHOTOVOLTAIC SYSTEM INSTALLED

Supplied by:
Date of installation:
Servicing period: From ……. to ……..

1) BENEFICIARY PROFILE

Name and address of Beneficiary:

2) TECHNICAL DETAILS

Module Capacity, make and serial numbers:
Inverter Capacity, make and serial no.

3) CHECK OF THE PRODUCT

Correct inclination and orientation of SPV panel:
Cleaning of dust from SPV panel:
Interconnection of modules, charge controller etc.:
Fuse of charge controller:
Working of inverter

DIFFICULTIES IN OPERATION/ PROBLEM FACED BY BENEFICIARY: DIAGNOSIS DETAILS/

REPAIR ACTION:

DATE ON WHICH SYSTEM WAS LAST ATTENDED:

GENERATION DATA AND CUF DURING THE PERIOD REMARKS:

It is mandatory to submit Installation wise Quarterly Energy Generation Data to REIL.

Beneficiary Name & Signature **Firm's Name & Signature of Authorized Person**

Signature Not Verified
Digitally signed by PRAVEEN KUMAR
Date: 2025.09.16 12:46:29 IST
Location: eProcure-EPROC