



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

Date: 05.10.2026

**“EXPRESSION OF INTEREST FOR THE EMPANELMENT OF CHANNEL PARTNERS
FOR DAIRY ELECTRONICS”**

Important Details: -

Postal Address	Dy. General Manager (E) 2, Kanakpura Industrial Area, Sirsi Road, Jaipur – 302 034 (RAJ.)
Contact Person(s) and email IDs for queries and communications	Dy. General Manager (E) coordination.el@reil.co.in, sanjay.dave@reil.co.in Tel No: 0141- 2470784 Mob. No: 09428823860 (M)

ISSUED BY



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(आई एस ओ 9001 : 2015 & 14001 : 2015 सार्वजनिक क्षेत्र का “मिनी रत्न” उपक्रम)
RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR
(An ISO 9001: 2015 & 14001: 2015 “Mini Ratna” Central Public Sector Enterprise)
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Section I: Notice Inviting EOI (NIEOI)

1. This Expression of Interest (EOI)

This is an “**Expression of Interest (EOI) for the Empanelment of Channel Partners**” as per description and terms & conditions specified hereinafter:

Item Description:

1.	Nature of work	“Expression of Interest (EOI) for the Empanelment of Channel Partner”
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1.1. Interested Parties must read the complete EOI Document

1.2. Availability of the EOI Document

EOI Document can be downloaded from website www.reiljp.com. The application to be submitted at REIL, Head office, Jaipur.

1.3. The authorized representative of the Interested Party shall sign and stamp on each page of the Application.

1.4. The Application form can be downloaded free of cost.

1.5. The Interested Parties may seek clarification of the EOI Document from Office/ Contact Person/ email as mentioned below:

Dy. General Manager (E)
coordination.el@reil.co.in,
sanjay.dave@reil.co.in
Tel No: 0141- 2470784
Mob. No: 09428823860 (M)

1.6. REIL shall evaluate the Application submitted by the Interested Party and intimate the Interested Party regarding whether or not it has been empaneled as a Channel Partner.

2. Eligibility Criteria for Participation in this EOI

Subject to provisions in the EOI, participation in this EOI Process is open to all Interested Parties who fulfill the Eligibility Criteria. Interested Parties should meet the Eligibility Criteria as of the date of submission of Application and should continue to meet these till the award of the Contract and further till the duration of their empanelment. Interested Parties shall be required to declare fulfillment of Eligibility and Qualification Criteria in their Application (Format 1). The Interested Parties:

- 1) Must: be a natural person, private entity, or public entity (Central/State-owned enterprise or institution).
- 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 (including their affiliates or subsidiaries or contractors/ sub-contractors 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 EOI 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 EOI 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 an Interested Party/ 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 REIL involved in this EOI Process
 - v. Not have a conflict of interest, which substantially affects fair competition and not adopt any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other Interested Parties 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, elsewhere in EOI.
 - 4) Must provide such evidence of their continued eligibility to the Procuring Entity if so requested

3. Disclaimers and Rights of REIL

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

- a. reject any or all of the applications, or
- b. cancel the EOI process; or
- c. issue another EOI

Section II: Instructions to Interested Parties (IIP)

1. Basic EOI Details

The EOI Document details the terms and conditions for the “Expression of Interest (EOI) for the Empanelment of Channel Partner” as detailed in Section VI: “Description and Scope of Empanelment”. Interested Parties must go through the complete EOI Document for further details.

2. Overview of Contents

The EOI contains the following Sections:

- a) Section I: Notice Inviting EOI (NIEOI)
- b) Section II: Instructions to Interested Parties (IIP)
- c) Section III: General Conditions of Contract (GCC)
- d) Section IV: Special Conditions of Contract (SCC)
- e) Section V: Qualification Criteria
- f) Section VI: Description and Scope of Empanelment
- g) Section VII: List of Products covered under the Empanelment of Channel Partners
- h) Section VIII: Annexures & Formats

3. Procuring Entity - Rights and Disclaimers

3.1. The Procuring Entity

Applications are to be addressed to the EOI Inviting Authority of the Procuring Entity (i.e. REIL, also referred to as Company or Procuring Organization). The EOI Inviting Authority is the designated officer for uploading clarifying this EOI

3.2. Right to Intellectual Property and Confidentiality:

1. The EOI 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 Interested Parties may share these to prepare and submit its application with its employees, subcontractor(s), or holding company. Interested Parties shall obtain from them an undertaking of confidentiality similar to that imposed on Interested Parties under this clause.
3. This condition shall also apply to Interested Parties who do not submit a application after downloading the EOI or who are not awarded a Contract in the process.
 - 1) The obligation of the Interested Parties 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 Interested Parties;
 - b. is legally possessed by Interested Parties at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
 - c. otherwise lawfully becomes available to Interested Parties 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 EOI process or the Contract.

3.3.Right to reject any or all applications

The Procuring Entity reserves its right to accept or reject any or all Applications, abandon/ cancel the EOI Process, and issue another EOI for empanelment of the channel partners, at any time before the award of the Contract. It would have no liability to the affected Interested Parties or Interested Parties or any obligation to inform the affected Interested Parties or Interested Parties of the grounds for such action(s).

3.4.Disclaimer

3.4.1. Regarding purpose of the EOI Document

The EOI Document is neither an agreement nor an offer to the prospective Interested Parties(s) or any other party here under. The purpose of the EOI Document is to provide the Interested Parties(s) with information to assist them in participation in this EOI Process.

3.4.2. Regarding Documents /Guidelines

The EOI Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the Interested Parties/ 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 EOI Document, shall have any locus- standi in such relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

3.4.3. Regarding Information Provided

Information contained in the EOI Document or subsequently provided to the Interested Parties(s) is on the terms and conditions set out in the EOI 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 REIL or any of its employees or associated agencies.

3.4.4. Regarding EOI Document

The EOI Document does not purport to contain all the information Interested Parties(s) may require. It may not address the needs of all Interested Parties. They should conduct due diligence, investigation, and analysis, check the accuracy, reliability and completeness of the information provided, and obtain independent advice from appropriate sources. Information provided in the EOI Document to the Interested Parties(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 EOI 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 however caused to any person, including any Interested Parties, on such account.

3.5. Right to Withdraw the EOI and To Reject Any Application

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

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

Application(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this EOI 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 Interested Parties, if found necessary, during the course of evaluation / processing of the Application(s). Non-submission or delayed submission of such additional information or clarifications sought by REIL may be a ground for rejecting the Application(s). Strict adherence to the documents required to be submitted, failure on this account may lead to rejection of Application.

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

4. Interested Parties' Eligibility and Qualification and Preferential Policies

4.1. Interested Parties' Eligibility and Qualification shall be as per Clause 2 of Section I "NIEOI" and Section VI "Qualification Criteria".

4.2. Conflict of Interest

Any Interested Party having a conflict of interest, which substantially affects fair competition, shall not be eligible to participate in this EOI. Applications found to have a conflict of interest shall be rejected as non-responsive. Interested Parties shall be required to declare the absence of such conflict of interest in FORMAT 4. An Interested Party in this EOI Process shall be considered to have a conflict of interest if the Interested Party:

- a. directly or indirectly controls, is controlled by or is under common control with other Interested Parties; or
- b. receives or have received any direct or indirect subsidy/ financial stake from another Interested Parties; or
- c. has the same legal representative/ agent as other Interested Parties 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; or
- d. has a relationship with another Interested Parties, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of other Interested Parties or influence the decisions of the REIL regarding this EOI process; or
- e. participates in more than one EOI in this EOI process. Participation in any capacity by an Interested Party (including the participation of an Interested Party as sub-Contractor in another bid or vice-versa) in more than one application shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-interested Parties 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) in the formulation of this EOI Document and EOI Process;
- g. or has a close business or family relationship with a staff of the Procuring Organization who:
 - (i) are directly or indirectly involved in the preparation of the EOI document or specifications of the EOI 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 REIL throughout the EOI process and execution of the Contract.

4.3. The Procuring Entity reserves the right to reject the Application of the Interested Parties 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 REIL during preparation of EOI and Work Order.

5. Downloading the EOI Document and Clarifications

5.1. Downloading the EOI Document

The EOI Document available for download. The Interested Parties can obtain the EOI Document.

5.2. Clarification on the EOI Document

Interested Parties may seek clarification of the EOI Document from Office/ Contact Person/ email as mentioned in the NIEOI.

6. Preparation of Bids

6.1. Language of the bid

Unless otherwise stipulated in the AIIP, the proposals submitted by Interested Parties and all subsequent correspondence and documents relating to the bid exchange between Interested Parties and the Procuring Entity shall be written in English. However, the language of any printed literature furnished by Interested Parties in connection with their bids may be written in any other language provided a translation accompanies the same in the EOI language. For purposes of interpretation of the application, translation in the language of the bid shall prevail.

6.2. Examination of Bid Document

Before submission of the Application, Interested Parties are required to carefully examine the technical specification (if any), terms and conditions of EOI Document, and other details relating to envisaged work as per the EOI. The Interested Parties shall be deemed to have examined the EOI Document, obtained information on all relevant matters whatsoever, and to have satisfied himself as to the adequacy of its Bid.

Interested Parties are advised to submit the application on the basis of conditions stipulated in the EOI. Interested Parties' standard terms and conditions, if any for whatsoever reasons, will not be considered. The alteration / amendment / modification in EOI shall not be accepted by REIL and shall invite rejection of such Bid(s).

EOI not submitted as per the instructions to Interested Parties is liable to be rejected. Application shall conform in all respects with requirements and conditions referred in this EOI or its amendments, if any.

6.3. Cost of Bidding

The Interested Parties(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 Applications. All such costs, losses and expenses shall remain with the Interested Parties(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 Interested Parties for participation in the EOI Process, regardless of the conduct or outcome of the EOI Process.

6.4. Interpretation of Provisions of the EOI Document

The provisions in the EOI 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.

6.5. Alternative Applications not allowed

Unless otherwise stipulated in the AIPP, conditional offers, alternative offers, multiple applications by Interested Parties shall not be considered. REIL shall permit only one application.

7. Documents Comprising of EOI Applications

All EOI related documents should be submitted at REIL, Head Office, Jaipur with all Annexures and supporting documents and ensure all requisite and relevant documents are complete in all respects.

The application in response to this EOI shall be submitted by the Interested Parties in the manner provided in the document. Strict adherence to the documents required to be submitted is to be ensured by the Interested Parties, failure on this account may lead to rejection.

7.1. Techno Bid

The following documents are to be submitted:

(Refer Section IX Checklist)

- ✓ Covering Letter as per FORMAT 1.
- ✓ General particulars of the Interested Parties as per Format 2 of this EOI, including Certificate of Incorporation of Interested Parties.
- ✓ Power of attorney (as per Format 3) issued by the Interested Parties 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).
- ✓ Compliance with Code of Integrity and No Conflict of Interest as per Format 4.
- ✓ Confidentially Undertaking as per Format 5.
- ✓ All required documents as per the Eligibility and Qualification Criteria as per Clause 2 of Section-I and Section-VI.
- ✓ Annexure- I to IV
- ✓ Integrity pact as per Annexure-V.
- ✓ Annexure- VI & VII
- ✓ Signed and stamped Copy of this EOI Document including all corrigenda.

Note: Commercials shall not be required to be submitted as this is an EOI for Empanelment of the Channel Partner and for carrying out any specific work

7.2. EOI Application Validity

N.A.

7.3. Non-compliance with these provisions

Bids are liable to be rejected as non-responsive if an Interested Party:

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

8. Application Submission by the Interested Parties

1. The information and/or documents shall be submitted by the Interested Parties as per the formats specified in this document. Application(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 Interested Parties, 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 Interested Parties.
4. The Interested Parties shall furnish documentary evidence in support of meeting the Eligibility and Qualification criteria as indicated in this document to the satisfaction of REIL.
5. The Interested Parties shall be designated one person to represent the applying Company in its dealings with REIL. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, signing of application, etc. The Interested Parties shall submit, along with EOI, a Power of Attorney as per Format 3 as applicable, authorizing the signatory of the application.
6. Correction, over-writing and alteration should be initialed and dated by the Interested Parties; otherwise, the application is liable to be rejected. The application shall be typed or written in ink.
7. The Interested Parties 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 Interested Parties shall also sign at the bottom of each of the pages of his application.
8. It is mandatory for Interested Parties to submit their application along with all Annexures at REIL Heal Office, Jaipur.

9. Evaluation of Applications

9.1. General Norms

9.1.1. Evaluation based only on declared criteria.

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Interested Parties in their applications and other allied information deemed appropriate by Procuring Entity. Evaluation of applications shall be based only on the criteria/ conditions included in the EOI Document.

9.1.2. Deviations/Reservations/Omissions - Substantive or Minor

- 1) During the evaluation of applications, the following Definitions apply:
 - a. “Deviation” is a departure from the requirements specified in the EOI Document;
 - b. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the EOI Document; and
 - c. “Omission” is the failure to submit part or all of the information or documentation required in the EOI Document.
- 2) A deviation/ reservation/ omission from the requirements of the EOI 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 description or scope of the empanelment;
 - b. which limits in any substantive way, inconsistent with the EOI Document, the Procuring Entity's rights or the Interested Parties's obligations under the Contract; or
 - c. whose rectification would unfairly affect the competitive position of other Interested Parties presenting substantively responsive Bids.
- 3) The REIL reserves the right to accept or reject applications with any minor deviations. Wherever necessary, observations on such ‘minor’ deviations may be conveyed to the Interested Parties by registered letter/ speed post/e-mail, and so on, asking him to respond by a specified date. In case the Interested Parties does not agree to the Procuring Entity’s view or does not respond by that specified date, his application will be liable to be rejected.
- 4) The decision of the REIL shall be final in this regard. applications with substantive deviations shall be rejected as nonresponsive.

9.1.3. Clarification of EOI/ Shortfall Documents

During evaluation and comparison of applications, the REIL may, at its discretion, ask the Interested Parties for clarifications on the EOI. The request for clarification shall be given in writing by registered/ speed post/email and the Interested Parties shall need to respond by the specified date, failing which that application shall be liable to be rejected.

9.1.4. Discrepancies between Original and Additional/ Scanned Copies of a Application

In case of discrepancies are observed between the original copy of the documents that are to be submitted and their copies submitted, the original copy shall prevail.

9.1.5. Contacting REIL during the evaluation

From the time of application submission to awarding the Contract, no Interested Parties shall contact the REIL on any matter relating to the submitted bid. If an Interested Parties needs to contact the REIL for any reason relating to this EOI and/ or its application, it should do so only in writing or electronically. The REIL shall keep these communications in view during the evaluation of applications but is not expected to respond until the evaluation is complete. Any effort by an Interested Party to influence the REIL during the processing of applications, evaluation, application comparison or award decisions shall be construed as a violation of the Code of Integrity, and the application shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the EOI Document.

9.1.6. Evaluation of applications

9.1.6.1. The Evaluation Process Comprises the Following Three Steps

- i. Step I- Preliminary Examination and responsiveness check of Technical application
- ii. Step II-Technical evaluation

iii. Step III-Empanelment of Successful Interested Parties

Step-I Preliminary Examination and responsiveness Check of Technical Applications

Each application shall be checked for compliance with the submission requirements set forth in this EOI before the evaluation of Interested Parties' fulfillment of Eligibility Criteria is taken up. Applications that do not meet the basic requirements specified in the EOI documents are to be treated as unresponsive and ignored. All applications received will first be scrutinized by the concern authority to see whether the EOI meets the basic requirements as incorporated in the EOI document and to identify unresponsive EOIs, 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 application may be declared as unresponsive and be ignored during the initial scrutiny are:

1. Application is not in the prescribed format or is unsigned or not signed as per the stipulations in the EOI document;
2. The Interested Party is not eligible to participate as per laid down eligibility criteria;
3. The application departs from the essential requirements specified in the EOI Document; or
 - a) Application that are incomplete, i.e., not accompanied by any of the applicable formats.
 - b) Material inconsistencies in the information /documents submitted by the Interested Parties affecting the Eligibility Criteria.
 - c) Application being conditional in nature.
 - d) Application not submitted by the EOI Submission process.
 - e) Application having conflict of interest.
 - f) Interested Parties make any misrepresentation.
 - g) Any other act of Interested Parties which may be unlawful for the purpose of this EOI.

Step-II Technical evaluation

Only substantively responsive applications shall be evaluated for technical evaluation. In evaluating the technical bid, conformity to the Eligibility and Qualification criteria, description and scope of empanelment as per those in the EOI Document are ascertained. Additional factors incorporated in the EOI Document shall also be considered in the manner indicated therein. Applications with substantive technical deviations shall be rejected as non-responsive.

Evaluation of Eligibility

Procuring Entity shall determine, to its satisfaction, whether the Interested Parties are eligible as per EOI Document Clause 2 Section I to participate in the EOI Process. Applications that do not meet the required eligibility criteria prescribed shall be rejected as non-responsive.

Evaluation of Qualification Criteria

Procuring Entity shall determine, to its satisfaction, whether the Interested Parties are qualified and capable in all respects to perform the Contract satisfactorily. This determination shall, inter-alia, consider the Interested Parties' offers and technical and production or other prescribed capabilities for satisfying requirements incorporated in the EOI Document. The determination shall not consider the qualifications of other firms such as the Interested Party's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Interested Party.

Evaluation of Conformity to Scope of Empanelment

Procuring Entity shall evaluate the conformity of the application to the description and scope empanelment as per Sections VI 'Description and Scope of Empanelment'. Unless otherwise stated in the AIIP, alternative offers shall not be considered.

Evaluation of Conformity to the Other Clauses of the EOI Document

Interested Parties must comply with the entire EOI Document. The Procuring Entity shall also evaluate that all terms and conditions stipulated in the EOI Document have been accepted without substantive omissions/ reservations/ exception/ deviation by the Interested Parties.

Declaration of Technically Suitable Interested Parties

Applications that succeed in the above technical evaluation shall be considered technically suitable and these Interested Parties shall be empaneled for the Region(s) for which they have submitted their application and the same has been found to be in conformance with the EOI requirements.

10. Award of Letter of Empanelment

10.1. Verification of Original Documents

Before issuing Letter of Empanelment to the Successful Interested Parties(s), the REIL may, at its discretion, ask Interested Parties to submit for verification the originals of all such documents whose scanned copies were submitted. 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 Interested Parties fail 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 non-responsive in addition to other punitive actions in the EOI.

10.2. Letter of Award/ Empanelment

The Interested Parties(s), whose application has been accepted and documents verified (at the discretion of the Procuring Entity), shall be notified of the award by the Procuring Entity before the expiration of the Validity period by written or electronic means.

10.3. Performance Security

As this is an EOI for the empanelment of Channel Partner, this clause is not applicable

10.4. Signing of Contract

- 10.4.1. The Contract Agreement shall be executed within 28 days from the issuance of the Letter of Empanelment subject to completion of other Contractual formalities.
- 10.4.2. The Procuring Entity shall submit the draft of the Contract Agreement to the Successful Interested Parties within 7 days of issuance of the Letter of Empanelment.
- 10.4.3. The Successful Interested Parties may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the Contract within seven days of its receipt.

11. 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:

- 11.1. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
- 11.2. 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.
- 11.3. On account of debarment in terms of Clause 6 of the Qualification Criteria (Section V).

12. Grievances and their Redressal

- 1. Interested Parties have 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 results. The complaint shall be addressed to the contact person as per the NIEOI.
- 2. Within 5 working days of receipt of the complaint, the EOI 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.

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

- 13.1. The empaneled vendor shall ensure Compliance with Code of Integrity and No Conflict of Interest as per Format-4.
- 13.2. No official of the Interested Parties shall act in contravention of such code of integrity.
- 13.3. Without prejudice, if the REIL comes to the conclusion that an Interested Party has violated the code of integrity, the REIL may take appropriate measures including—
 - 1. exclusion of the Interested Party from the procurement process;
 - 2. calling off of pre-Contract negotiations and forfeiture of the EOI Empanelment Fees;
 - 3. forfeiture or encashment of any other security or bond relating to the procurement;
 - 4. recovery of payments made by the REIL 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 Interested Party from participation in future procurements of the REIL for a period not exceeding two years.

Section III: 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 2.5.
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 EOI 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 witha 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 an 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. **“B.I.S”** shall mean specifications of Bureau of Indian Standards (BIS);
5. **“Bid”** (including the term ‘Application’ ‘EOI’, ‘Tender’, ‘Offer’, ‘Quotation’ or ‘Proposal’ in specific contexts) means an offer to seek empanelment as a Channel Partners with REIL per the terms and conditions set out in a document inviting such offers. It is also referred to as “Request for Empanelment (RFE)”.
6. **“Interested Parties(s)”** shall mean bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/Sole Proprietor seeking empanelment as a Channel Partner with REIL as per this EOI. Any reference to the Interested Parties includes its successors, executors and permitted assigns as the context may require. It is also referred to as Bidder or Applicant.
7. **“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.
8. **“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.
9. **“Scheduled Commercial Bank”** means a bank listed in the Second Schedule of the Reserve Bank of India Act. 1934.
10. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
11. **“Contract”** (or ‘Agreement’ or ‘Contract Agreement’) means a formal legal agreement in writing relating to the subject matter of Procurement, entered into between the REIL and the Successful Interested Party post issuance of the Letter of Empanelment.
12. **“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.
13. **“Effective Date”** shall mean date of issuance of the Letter of Empanelment by REIL to the Empaneled Party.
14. **“Eligibility and Qualification Criteria”** shall mean the Eligibility Criteria and Qualification Criteria as set forth in Clause 2, Section-I and Section-VI of this EOI Document.
15. **“Letter of Empanelment (LoE)”** shall mean the letter issued by REIL to the Successful Interested Party after completion of the evaluation process, confirming their empanelment as a Channel Partner. It is also referred to as Work Order.
16. **“Empaneled Party”** shall mean the Successful Interested Party selected by REIL pursuant to this EOI as per the terms and condition of the EOI Document, and to whom the Letter of Empanelment and Contract has been issued. It is also referred to as Contractor or Empaneled Channel Partner or Channel Partner or Empaneled Party.
17. **“Month(s)”** shall mean a calendar month as per the Gregorian calendar;
18. **“Paid-up share capital”** means the paid-up share capital as defined in Section 2 of the Company Act, 2013.
19. **“Products”** means the items covered under the EOI for Empanelment of Channel Partners as defined in Section-VII
20. **“Minimum Commitment”** shall mean as defined in Clause 4 of Section – VI.
21. **“Region of Empanelment”** shall mean as defined in Clause 5 of Section – VI.
22. **“Procuring Entity”** also referred to as **“Procurement Organization”** implies Rajasthan Electronics & Instruments Limited (REIL), Jaipur.
23. **“EOI or EOI Document”** shall mean this bid document including its formats and annexures.
24. **“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.
25. **"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.;
 26. **"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.
 27. **"Suspension"** shall have the meaning as set forth in Clause 23.
 28. **"EOI Process"** is the whole process from the publishing of the Document till the resultant award of the Contract. 'EOI Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the REIL to invite applications in this Process.
 29. **"Termination"** means the expiry or termination of the Contract here under.
 30. **"Termination Notice"** means the communication issued in accordance with the Contract by one Party to the other Party terminating the Contract.
 31. **"Year"** shall mean 365 Days or 366 Days in case of leap year when February is of 29 Days.
 32. **"Services"** (including the term 'Non-consultancy services' or 'Outsourcing of Services' in specific contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Services (non-consultancy) involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis but does not include the appointment of an individual made under any law, rules, regulations, or order issued in this behalf. Any reference to Services shall be deemed to include the supply of goods or performance of consultancy service or small works, which are incidental or consequential to such services.
 33. **"Works"** refer to any activity 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.

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 2.5 below) constitutes the entire agreement between the REIL 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 REIL 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 Empanelment (LoE), 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 Description and Scope of Empanelment
8. the Empaneled Party’s Bid;
9. any other document listed in the SCC as forming part of this Contract.
10. Integrity Pact, if any

2.6.Amendment

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

2.7.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 REIL granting such waiver and must specify the terms under which the waiver is being granted.
- b. No relaxation, forbearance, delay, or indulgence by REIL in enforcing any of the terms and conditions of this Contract or granting of an extension of time by REIL to the Contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of REIL under this Contract, neither shall any waiver by REIL of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3. Governing Law and Jurisdiction

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).

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 Empaneled Party. 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 Empaneled Party or his/her authorized representative. A person signing communication in respect of the Contract or purported to be on behalf of the Empaneled Party, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the Empaneled Party. If it is discovered at any time that the person, so signing has no authority to do so, the REIL 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 there under and hold such person personally and/ or the Empaneled Party liable to the REIL for all costs and damages arising from such remedies.
- b. Unless otherwise stipulated in the Contract, the nominated official of the Procuring Entity 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, there under the address of parties to which the other party shall address all communications and notices shall be:

- a. The address of the Empaneled Party as mentioned in the Contract unless the Empaneled Party has notified the change of address by a separate communication containing no other topic to the Procuring Entity. The Empaneled Party 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 REIL shall be the address mentioned in the Contract. The Empaneled Party shall also send additional copies to officers of the REIL presently dealing with the Contract.
- c. In case of the communications from the Empaneled Party, 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 start of the Contract, the REIL and the Empaneled Party shall notify each other if additional copies of communications are to be addressed to additional addresses.

5. Empaneled Party's Obligations and restrictions on its Rights

5.1.Changes in Constitution/ Financial Stakes:

The Empaneled Party must proactively keep the REIL informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the Contract since these may vitiate the legal basis of the Contract. Where the Empaneled Party 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 Empaneled Party before the complete performance of the Contract, the REIL may, at his option, terminate the Contract for default as per the Contract and avail any or all remedies there under.
3. In case the Contract not terminated as provided in Sub-para (2) above, 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.

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 REIL in writing or electronically.

5.2.Obligation to Maintain Eligibility and Qualifications:

The Contract has been awarded to the Empaneled Party based on specific Eligibility and Qualification Criteria. The Empaneled Party 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 Empaneled Party should be pro-actively brought to the notice of the REIL within 7 days of it coming to the Empaneled Party's knowledge.

5.3.Avoiding conflict of interest

Neither the Empaneled Party nor its sub-contractors nor its 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 Empaneled Party commit a default or breach of GCC, the Empaneled Party shall remedy such breaches within 21 days, keeping the REIL informed. However, at its discretion, the REIL shall be entitled, and it shall be lawful on its part, to treat it as a breach of Contract and avail any or all remedies thereunder. The decision of the REIL as to any matter or thing concerning or arising out of GCC or on any question whether the Empaneled Party has committed a default or breach of any of the conditions shall be final and binding on the Empaneled Party.

5.5.Assignment/ Sub-Contracting:

The Interested Party shall not assign, transfer, or subcontract any obligations arising out of this EOI without prior written approval of REIL.

5.6.Indemnities for breach of IPR Rights

5.6.1. The Empaneled Party shall indemnify and hold harmless, free of costs, the Procuring Entity 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 empanelment.

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

5.6.3. If the Empaneled Party fails to notify the REIL within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the REIL shall be free to conduct the same on its behalf at the risk and cost to the Empaneled Party.

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

5.7. Confidentiality, Secrecy and IPR Rights

5.7.1. The Empaneled Channel Partner and their personnel will not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information, data, documents, records, reports, customer details, technical information, and business information relating to contracts or business or operations of REIL or its clients, without the prior written consent of REIL.

5.7.2. All reports, documents, software, designs, data, and deliverables developed pursuant to any assignment under this EOI shall exclusively vest with REIL.

5.8. Performance Bond/Security

As this is only an EOI for the empanelment of Channel Partners, this clause is not applicable

5.9. Permits, Approvals and Licenses

As this is only an EOI for the empanelment of Channel Partners, this clause is not applicable

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

As this is only an EOI for the empanelment of Channel Partners, this clause is not applicable

7. Prices and Payments

This shall be as specified in SCC

8. Terms of Delivery and Delays

8.1.Effective date of the Contract

The Effective date of the Contract shall be specified in SCC.

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 the Contract shall be specified in SCC.

9. Resolution of Disputes

The Parties shall use their best efforts to resolve amicably any dispute, difference or claim arising out of or relating to this EOI through mutual consultation and negotiations.

If the dispute is not resolved within thirty (30) days of commencement of such negotiations, it shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Jaipur, Rajasthan. Subject to the arbitration proceedings, the courts at Jaipur, Rajasthan shall have exclusive jurisdiction in matters relating to the arbitration proceedings and enforcement of the arbitral award.

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 Empaneled Party undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honor its 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.

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 Empaneled Party, giving two weeks' notice, reserving the right to invoke 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 Empaneled Party, terminate the Contract in whole or in part, without compensation to the Empaneled Party.

10.2. Termination of the Contract on account of other reasons

This shall be as defined in SCC

10.3.Closure of Contract

The Closure of the Contract shall be specified in SCC.

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

These provisions shall be as defined in IIP.

12. Relationship of the Parties

The Procuring Entity's relationship with the Empaneled Party shall be that of a Channel Partner, and nothing in this Contract shall be construed to create a relationship, joint venture, partnership.

13. Indemnity

The Successful Interested Party shall indemnify, defend, and hold harmless REIL, its affiliates, subsidiaries, directors, officers, employees, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees and court costs) arising out of or in connection with:

- i. any breach of this Contract or applicable law by the Successful Interested Party,
- ii. any act or omission, negligence, or misconduct by the Successful Interested Party or its personnel, or
- iii. any third-party claims arising out of the performance or non-performance of the Successful Interested Party under this Contract, or
- iv. any statutory violation by the Successful Interested Party or its personnel

This indemnity obligation shall survive the expiration, termination, cancellation, or completion of this Contract or any order issued under it.

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 Interested Parties 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. Due to any breach of these conditions by the company or firm or any other person, the Application will be cancelled and EOI Empanelment Fees 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 Tenders. 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 Interested Parties/Empaneled Party:

- a. An Interested Party/Empaneled Party or any of its successors may be debarred from participating in any procurement process for a period up to two years after being given reasonable opportunity to represent against such debarment (including personal hearing, if requested by the firm.)
- b. An Interested Party/Empaneled Party shall be debarred if it is determined that the Interested Party/ Empaneled Party has breached the code of integrity.
- c. An Interested Party/Empaneled Party 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.

17. Limitation of Liability

The total cumulative liability of REIL arising out of or in connection with this EOI, empanelment, or any subsequent engagement of the Empaneled Channel Partner shall not exceed the amount actually paid by REIL to the concerned Empaneled Party under the relevant work order.

18. Compliance with Laws

The Interested Party shall comply with all applicable laws including but not limited to GST, labour laws, EPF, ESI, environmental laws, MSME laws, IT laws, and anti-corruption laws.

19. Force Majeure

Neither party shall be liable for failure or delay in performance due to events beyond reasonable control including natural disasters, war, pandemics, cyberattacks, or government restrictions. The party shall within a week from the commencement of the Force Majeure event, notify the same in writing to the other party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the Contractor shall continue to perform its obligations under the Contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

20. Survival Clause

Clauses relating to confidentiality, indemnity, intellectual property, dispute resolution, and limitation of liability shall survive termination or expiry of empanelment.

21. Independent Relationship

Nothing contained in this EOI shall be construed as creating any partnership, joint venture, agency, or employer-employee relationship between REIL and the Empaneled Party.

22. No Waiver

Failure or delay by REIL in exercising any right or remedy under this EOI shall not constitute waiver of such rights.

23. Fraud and Misrepresentation

If any false information, forged document, or misrepresentation is discovered, REIL shall be entitled to reject the bid, cancel empanelment, blacklist the Interested Party, and initiate legal action.

24. Legal

- 1) REIL shall not be held liable or responsible for any illness, physical harm or death sustained by/ of the Empaneled Channel Partner or its personnel as they will not be deemed in any manner as employee of the Company.
- 2) REIL reserves the right to terminate the Contract without giving any notice, if in the opinion of REIL, the performance of the Channel Partner is not found satisfactory and/ or if the Channel Partner violates any of the conditions as mentioned in this EOI Document and/ or indulges in practices that harm the REIL's business interests. The decision of REIL shall be final and binding in this regard.

25. No Agency

- 1) Contractor shall perform its obligations under this agreement as an independent entity. Neither this agreement nor contractor performance of obligations under this agreement there under shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant or employer and employee company and contractor or its employees subcontractor, and neither party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other party.
- 2) Contractor shall solely be responsible for all payments (including any statutory payments) to its employees and / or subcontractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees personnel or agents of REIL, nor seek to be treated as employees of REIL, for any kind of income or benefits. Contractor alone shall make all required payments of deposit of taxes (as required by law) in a timely manner. Contractor further declares that it has necessary permission under all law/s including but not limited to the contract labour regulation act, for employing the staff.

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Section IV: Special Conditions of Contract (SCC)

Following Special Conditions of Contract (SCC) shall apply for this EOI. 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

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

7. Prices and Payments

This shall be as stipulated in Clause 2 of Section-VI (Description and Scope of Empanelment)

8.1 Effective Date of the Contract

It shall be the date of issuance of the Letter of Empanelment to the Empaneled Party by REIL.

8.3 Duration of Contract

1. The duration of the Contract shall be for 01 year from the date of issuance of the Letter of Empanelment.
2. Upon completion of the initial Contract period of one year from the date of issuance of the Letter of Empanelment, the Agreement may be extended thereafter for a period of 1 year at a time subject to the performance of the Channel Partner, business requirements of REIL, or issuance of fresh EOI by REIL.
3. The Agreement can be terminated by either party at any time giving to the other party a notice of not less than 60 days in writing.

10.2 Termination of the Contract on account of other reasons

The Contract may be terminated at any time in terms of Clause 6 of Section-VI.

10.3 Closure of Contract

The Contract shall stand closed upon issuing a Completion/ Closure Certificate by REIL confirming that the Empanelled Channel Partner has satisfactorily discharged all obligations under the Contract.

Section V –QUALIFICATION CRITERIA

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

S.N.	Description	Requirement	Documents Required
1.	General	The Interested Party should be a body 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 Firm (LLP) registered under Section 12 of Limited Liability Partnership Act, 2008, as amended; or a registered Sole Proprietor. Interested Parties should have been in existence for at least one (01) year as on the date of the Application Submission. This requirement shall not apply in case of Start-ups that are duly recognized as such by DPIIT. Note : JV/ Consortium are not allowed in this EOI	1. In case Interested Parties is a company: Certified copy of the Certificates of Incorporation for companies issued by the Registrar of Companies and Memorandum & Articles of Association. 2. In other cases, a copy of certificate of incorporation, partnership deed or LLP/ Sole Proprietor registration as applicable and relevant 3. PAN Card 4. GST registration certificate, GST-3B of last month previous to the one in which bids are invited.
2.	Net Worth	The Interested Party should have positive Net Worth as on the last date of the previous financial year.	Net Worth certificate duly signed by practicing Chartered Accountant (CA) with UDIN number. CA certificate (with UDIN) shall be acceptable.
3.	Minimum Average Annual Turnover (MAAT)	The Interested Party should have Minimum Average Annual Turnover (MAAT) during the last 3 (three) financial years at least 30% of the Minimum Commitment of Rs. 1 Crore i.e. Rs. 30 Lakh.	All requisite documents, such as balance sheet, P&L account, and schedules etc., duly certified by practicing Chartered Accountant (CA) with UDIN number shall be submitted. CA certificate (with UDIN) shall be acceptable.
4.	Experience	Experience of having successfully or substantially** completed at least one similar work(s)* for the Central Govt. Departments/ State Govt. Departments/ PSUs/ Government Institutions/ Autonomous Bodies/ Cooperative Societies registered under the Cooperative Societies Act 1912/ Private Organizations during last 7 years ending last day of the month previous to the one in which	Copy of work order along with completion certificate issued by the client. Instead of work completion certificate, undertaking from the Interested Party along with documentary evidence (invoice, payment advice etc.) establishing

S.N.	Description	Requirement	Documents Required
		Application is submitted. (*) Similar work shall mean any work of procurement of Goods/ Works/ Services for the Dairy or allied sectors in the State(s) and/ or Union Territory(ies) for which empanelment is sought. In case of empanelment is sought for multiple States/ Union Territories, the Interested Party shall possess the required experience in each of these States/ Union Territories. (**) Substantial completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the Contract.	compliance to the requirement shall also be acceptable.
5.	Litigation/arbitration with the Procuring Organization	The Interested Party 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 Entity during the last five (5) years from the Bid Submission Deadline.	Self-certificate as per Annexure-VII
6.	Not being Debarred for participating in the tenders	The Interested Party 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

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SECTION VI - Description and Scope of Empanelment

1. Introduction

REIL is diversified mini-ratna CPSE under the administrative control of the Ministry of Heavy Industries, Government of India.

REIL works in the areas of Dairy Electronics, Renewable Energy, IT/ ITeS, Healthcare, Security & Surveillance, Learning Management, etc.

Through this EOI, REIL is seeking to empanel Channel Partners for enhancing its business.

The Empaneled Channel Partner shall handle matters related with generation of enquiries, follow-up of offers, release of orders, acceptance of material by arranging inspection, processing of bills and release of payments.

2. Payment to the Empaneled Channel Partners

REIL shall make payment to the Empaneled Channel Partner for the business acquired and executed through the Empaneled Channel Partner as a percentage of the sales revenue which shall be decided in accordance with REIL's policies at the time. The compensation payable and the milestones at which payment shall be released shall be disclosed at the time of execution of the Contract Agreement.

Further, REIL reserves the right to alter the list of Products covered under empanelment as given in SECTION – VII at any time during the validity of empanelment and the compensation payable to the Empaneled Channel Partner for the added products shall also be as per REIL's policies at the time.

The payment shall be made against claim request submitted by the Channel Partner along with the necessary documents after verification and recommendation thereof by the concerned Regional Officer (RO) of REIL.

The Channel Partner shall be paid compensation only for the Region of Empanelment.

The REIL shall deduct the TDS as per the Income Tax Act.

3. Minimum Commitment

The Channel Partner shall generate a minimum business of Rs. 1.00 Cr. per year for REIL from the sales of REIL's Products.

In case of lesser business generated, REIL may not renew the empanelment of the Channel Partner.

4. Region of Empanelment

Channel Partner shall indicate the State(s) and/ or Union Territory (ies) for which he is submitting his application for empanelment in FORMAT-1.

5. General

- 1) The Channel Partner shall not represent any other company which is involved in manufacturing and sale of equipment of similar type/ nature. The Channel Partner shall not attempt to develop

and/ or manufacture any of the products comparable or related to the REIL's Products included in the Agreement.

- 2) The Channel Partner shall neither appoint any agent/ sub-contractor nor deal with trader for any of the REIL products/ services.
- 3) REIL reserves the right to negotiate and consolidate business with any of the customers in the Region of Empanelment directly and in such cases no compensation shall be payable to the Channel Partner.
- 4) The Channel Partners shall abide by all terms and conditions for the complete period of empanelment.
- 5) The Channel Partners shall honor all aspects of fair-trade practices.
- 6) REIL reserves the right to review the performances of the Empaneled Channel Partners at any time. Based on said review, REIL reserves the right to terminate the empanelment of any Empaneled Party at any time without assigning any reason by giving 60 (sixty) days written notice.
- 7) REIL shall not be liable for any failure or delay in performing any of its obligations under the Agreement or any loss, damage, costs, charges or expenses incurred or suffered by the Channel Partner by reason of such failure or delay, if, and so far as cause is beyond REIL's control, such as strikes, lockouts, acts of God, acts of States, acts of enemy, riots and other civil commotions, shortages of raw materials and non-availability of transportation.

6. Scope of REIL

- 1) The Products shall be sold directly by REIL to REIL's customers as per the prices determined by REIL.
- 2) The quotations shall be prepared by the REIL for which the Empaneled Channel Partner shall send all the enquiries to REIL without any delay.
- 3) REIL shall make the necessary arrangement for distribution of the system to different places as per terms of order.
- 4) REIL's Products shall be under warranty as per the orders of REIL's customers and repairs shall be carried out by REIL free of cost in case defect is due to manufacturing/ poor workmanship.
- 5) Product brochure alongwith other advertising material will be provided to the Channel Partner free of cost.
- 6) REIL shall try to maintain the delivery schedule as agreed with the customers.
- 7) On request REIL may train the sales personnel of the Channel Partner free of cost to assist in carrying out effective marketing of REIL's Product in their territory. The boarding, lodging and other incidental expenses will, however, be borne by the Channel Partner.
- 8) All billing will be made by the REIL to its customers from its Head Office. The Channel Partner will be responsible for follow up, arranging inspection, verification of bills, acknowledgement of material receipt and realization of payment from the respective customers.
- 9) REIL further reserves the rights to alter/ modify the conditions of the EOI Document at any time even after empanelment of the Channel Partners. The already Empaneled Channel Partners may need to abide with the altered conditions as mutually agreed with REIL.

7. Scope of the Channel Partners

- 1) To acquire business for REIL related to its Products.
- 2) To realize payments due to REIL from REIL's client.
- 3) To continuously and rigorously market REIL's Products in the Region of Empanelment.
- 4) To ensure that no enquiries/ tender notices/ EOI notifications for REIL's Products from the Region of Empanelment are missed at any time
- 5) The Channel Partner shall ensure that the bid/ EOI documents published by customers are

available in time to REIL preferably before at least 30 days from deadline. The cost of that bid/EOI document, if any, shall be reimbursed on submission of legally valid and proper receipt.

- 6) As and when required, to assist in preparation and timely submission of offers for which the Channel Partner may be required to visit the concerned Regional Office/ HO of REIL, if so desired by REIL. No cost shall be reimbursed to the Channel Partner on this account
- 7) To attend the pre-bid meetings or bid/ EOI openings on REIL's behalf and share to REIL all details related to various offers submitted by other parties.
- 8) To keep in close contact with the customers who have purchased REIL's Products under orders acquired through the Channel Partner so as to provide REIL with feedback on performance of the Product.
- 9) To expeditiously follow up and ensure the timely release of payment due to REIL from its customers.
- 10) To keep in close and regular contact with all present and future customers in their Region of Empanelment and keep REIL advised of their likely requirement, market projections, etc. as and when this information is available/ or wanted by REIL.
- 11) To assist REIL in monitoring and obtaining information from the Region of Empanelment about the activities/ Products of REIL's competitors.
- 12) To advise REIL of new business opportunities
- 13) To keep REIL informed of the complaints from the customers and provide inputs for short-term and long-term action if required.
- 14) To provide, REIL, sales forecasts and such other information on continuous basis.
- 15) As and when required, to receive dispatch documents from REIL and deliver them to customers.
- 16) The order/ payment collected by the Channel Partner shall be forwarded immediately to REIL.
- 17) The Channel Partner shall not deal in any manner in any other products which are partially/ fully similar or competitive in nature to the REIL's Products.
- 18) Channel Partner shall submit quarterly progress report to REIL.
- 19) Channel Partner shall be allowed to promote and follow up REIL's Products in accordance with REIL's standard "Terms and Conditions of Sale". Any modification if essentially required in exceptional case, shall be authorized by REIL.

SECTION VII – Dairy Electronics Product List

List of Products covered under the EOI for Empanelment of Channel Partners

1. Electronic Milk Tester (EMT) 2. Data Processor EMT (DPEMT)	3. Electronic Weighing Scale (EWS)
4. Electronic Milk Analyzer (EMA) (SL - 20 & SL- 30)	5. Automatic Electronic Milk Tester (AEMT)
6. Electronic Milk Adulteration Tester with or without Milk Analyser (EMAT Advance)	7. Automatic Milk Collection Unit (AMCU) with or without ○ EMT/MA/AEMT/SPV system/ Adulteration tester ○ GPRS based ○ Software
8. Milk Collection Unit (MCU) with or without ○ ■ SPV ■ GPRS ■ SPV – GPRS ○ Data Processor unit / mobile app ○ Milk Analyser ○ Adulteration tester	9. MCS – DUO with or without ○ SPV power pack ○ Tablet ○ EWS / Printer
10. Smart BMC Data Logger	11. RMRD Network Automation System
12. Somatic Cell Counter (SCC)	13. BMC / Solar BMC / Mobile BMC
14. Automated MBRT	15. Dairy ERP / Dairy Automisation solutions / Online procurement solutions/ MilkNet / SAMS / Milk Producers Application / Tablet Based Solutions / SimCos /IMMS / etc.
16. Solar power plant for BMC/ Village DCS/ MCC/ Dairy Plant	17. Vehicle Tracking system
18. Any other allied product / service by mutual consent.	

SECTION VIII: ANNEXURES & FORMATS

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Process Compliance Form

(To be submitted on the letter head of the Interested Party)

To

Dy. General Manager (E)
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 EOI

Dear Sir,

This has reference to the Terms & Conditions for EOI mentioned

We hereby confirm the following: -

1. The undersigned is authorized representative of the company.
2. We have carefully gone through the EOI Document and the rules governing EOI as well as this document.
3. We will honor the Bid submitted by us during the EOI.
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 EOI again due to our mistake, REIL has the right to disqualify us for that Application.
6. We confirm that REIL shall not be liable & responsible in any manner whatsoever for our failure to access & submit offer on the application 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:

AUTHORIZATION CERTIFICATE
(To be submitted on the letter head of the Interested Party)

Date

To

**Dy. General Manager (E),
Rajasthan Electronics & Instruments
Limited, 2, Kanakpura Industrial Area,
Jaipur-302034 Rajasthan**

Dear Sir,

We M/s.....are authorizing Mr to submit the bid in reference to your
EOI no ---- inviting **“Expression of Interest (EOI) for the Empanelment of Channel Partner”** 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:

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

(To be submitted on letter head of the Interested Party)

Date.....

To,

**Dy. General Manager (E),
Rajasthan Electronics & Instruments
Limited, 2, Kanakpura Industrial Area,
Jaipur-302034 Rajasthan**

Ref: EoI No.

Dear Sir,

I/We hereby certify that I/We fulfil the Eligibility and Qualification Criteria for participating in this EOI as mentioned in Clause 2 of Section-I and Section -VI of this EOI 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 the company

Signature with Company

seal Name:

Designation:

E-mail Id:

UNDERTAKING OF NO NEAR RELATIVE
(To be submitted on letter head the Interested Party)

To

Dy. General Manager (E),
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 EOI Document is/are employed in REIL. 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) & daughter's husband (son-in-law), brother(s) & brother's wife, sister (s) & sister's husband (brother-in-law).

On behalf of the 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.

INTEGRITY PACT

(To be submitted by the Interested Parties 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 EOI process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1. No employee of the Principal, personally or through family members, will in connection with the EOI for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2. The Principal will, during the EOI process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the EOI 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 EOI process or the contract execution.
 - 1.1.3. The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal

enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the EOI 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 EOI 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 Bidders" shall be disclosed by the Bidder(s)/ Contractor(s). Further as mentioned in the guidelines all the payments made to the Indian Agent/ Representative have to be in Indian Rupees only.

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

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

Section 3 – Disqualification from EOI 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 EOI process or take action as per the separate "Guidelines for Suspension of Business Dealings with Bidders/ Contractors" framed by the Principal.

Section 4 – Compensation for Damages

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

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

Section 5 – Previous Transgression

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

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

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

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

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

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

Section 7 – Criminal Charges against violating Bidders/ Contractors Subcontractors

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

Section 8 –Independent External Monitor(s)

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

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

Address:

CG 151, 1st Floor Sector II Salt Lake Kolkata -700091

aundhatyg@gmail.com

Shri Shekhar Prasad Singh, IAS (Retd.) has been appointed as IEM for this contract. His address is as below.

Address:

Plot No. 176, Road No. 11,

Prashasan Nagar, Jubilee Hills, Hyderabad - 500033

spsinghias@gmail.com

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

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

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other Provisions

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

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

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

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

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

For & On behalf of the Principal

For & On behalf of the Bidder/

Contractor (Office Seal)

(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address)_____

Bank details of REIL

- 1. Name & Address** : Rajasthan Electronics & Instruments Ltd., Jaipur
2 Kanakpura Industrial Area Sirsi Road, Jaipur
- 2. Contact No.** : Tel: 0141-2470908
Tel: 0141-2888400
- 3. Name of the bankers** : Punjab National Bank, Large Corporate Branch, M. I. Road,
Jaipur (Raj.)(Branch Code 0221)
- 4. MICR Code No.** : 302024003
- 5. Bank Account No.** : 0221008700000152 (Cash-Credit account)
- 6. RTGS/IFSC Code No.** : PUNB 0022100
- 7. PAN No.** : AABCR1528G
- 8. GST No.** : 08AABCR1528G1ZL

CERTIFICATE TOWARDS LEGAL / CONTRACTUAL DISPUTES

(To be submitted on letter head the Interested Party)

Date.....

To

Rajasthan Electronics & Instruments
Limited, 2, Kanakpura Industrial Area,
Jaipur-302034 Rajasthan

Dear Sir,

We M/s..... do hereby confirm that we are not involved in on-going litigation/ arbitration with REIL on account of non- performance of works equivalent to 25% or more of the value of the awarded works by REIL during the last five (5) years from the Bid Submission Deadline.

On behalf of Company

Signature with Company seal

Name:

Designation

COVERING LETTER

(To be submitted on the letter head of the Interested Party)

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

Sub: Expression of Interest (EOI) for the “Empanelment of Business Channel Partner”

Dear Sir,

We, the undersigned _____ *[insert name of the Interested Party]* have read, examined and understood in detail the “**Expression of Interest (EOI) for the Empanelment of Channel Partner**”. We have no reservations to the EOI Document including all corrigenda and agree to comply with the conditions stipulated therein completely. We hereby wish to apply for empanelment for Dairy Electronics Business.

We, the undersigned, hereby submit/ upload our Application for Empanelment as a Channel Partner in conformity with the said EOI Document for the _____ *[insert name of the State(s) and/ or Union Territory(ies) for which the Application is being submitted]*.

We _____ understand that this is only an “**EOI for the Empanelment of Channel Partner**”, and that should we be empaneled for business in any of the State(s) and/ or Union Territory(ies), we shall be bound to the terms of empanelment and the resulting contract.

1. Our Credentials:

We are submitting this bid on our behalf, and there are no agents/ dealers involved in this EOI, 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.

2. Our Eligibility and Qualifications to participate

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

3. Affirmation to terms and conditions of the EOI Document

We have understood the complete terms and conditions of the EOI 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 EOI document.

4. Abiding by the application Validity

We agree to keep our bid valid for acceptance for a period upto 120 days, as required in the EOI Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the EOI Document in case we fail to do so.

5. Non tampering of Downloaded EOI Document and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded EOI 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 EOI 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.

6. 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 Empanelment (LOE), shall constitute a binding Contract between us.

7. Signing the Contract

We are fully aware that in the event of our failure to execute the Contract Agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the EOI Document.

8. Signatories

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

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

We further understand that you are not bound to accept any of the bids that you may receive against your above referred EOI Document.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Interested Party and seal of the company]

GENERAL PARTICULARS OF THE INTERESTED PARTIES
(To be submitted on letter head of the Interested Party)

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 or information attached by the Interested Parties other than specified in the EOI document	
8.	Interested Party 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 Interested Parties (as applicable) enclosed	Yes/No
15.	Partnership deed or LLP/ Sole Proprietor Registration (as applicable) enclosed	Yes/No

Signature with Company seal

Name:

Designation:

E-mail Id:

POWER OF ATTORNEY

(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 work of “**EOI for the Empanelment of Channel Partners**”, 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 of India, taking into account the notes stated below:

- A. The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law 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.

Whenever required, the Interested Party 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 Interested Party.

COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST
(To be submitted on letter head of the Interested Party)

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

Sub: Expression of Interest (EOI) for the “Expression of Interest (EOI) for the Empanelment of Channel Partners”

Dear Sir,

We, the undersigned _____ *[insert name of the Interested Party]* have understood and undertake that we shall comply with the following requirements of this EOI Document.

Any person participating in a procurement process shall:

- a) 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;
- b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Interested Parties with an intent to gain unfair advantage in the procurement process;
- e) 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;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) 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.

Conflict of Interest: -

We do not have a Conflict of Interest. We understand that 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. Interested Parties may be considered to be in Conflict of Interest with one or more parties in a bidding process if they, 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 other Interested Parties, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e) The Interested Parties participate in more than 1 (one) bid in the EOI Process. Participation by an Interested Party in more than one bid in the EOI Process will result in the disqualification of all bids in which the Interested Party is involved; or
- f) The Interested Party or any of its Affiliates participated as a consultant in the preparation of the EOI

Document or the EOI Process; or

- g) The Interested Party 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:

CONFIDENTIALITY UNDERTAKING
To be submitted on letter head of the Interested Parties)

I, {**Name of Authorized Person**} on behalf of ({**Name of Interested Parties**}”) undertake to REIL that:

1. I undertake to keep confidential at all times information obtained directly, indirectly through 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. I acknowledge that damages are not a sufficient remedy for any breach of this Undertaking and that REIL 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 as per law.
3. I acknowledge that this undertaking is governed by the law in force in India and I agree to submit to the jurisdiction of the court in Jaipur, Rajasthan.
4. I undertake to sign a Non-Disclosure Agreement (NDA) in case of assigning the job if required.

Signature with Company seal

Name:

Designation: E-mail Id: