

CENTRAL ELECTRONICS LIMITED
(A Public Sector Enterprise)



EOI DOCUMENT

For

Empanelment

Of

“Authorised Dealers- Solar”
(AD-SOLAR)

EOI Notice No.: CEL/P&S/Retail/AD-Solar/2020-21

Dated: 14th May, 2020



CENTRAL ELECTRONICS LIMITED
(A Public Sector Enterprise)

NOTICE INVITING EXPRESSION OF INTEREST

EOI Notice No.: CEL/P&S/Retail/AD-Solar/2020-21

14th May, 2020

Expression of Interest (EOI) is invited from the financially & technically capable parties having relevant experiences for appointing as **Authorised Dealer – Solar (AD-SOLAR)**.

Interested parties are requested to submit their EOI in prescribed format along with all supporting documents/credentials.

For detailed information, please visit our website:
<http://www.celindia.co.in/tender.asp> or <http://eprocure.gov.in/epublish/app>.

Please see document control Sheet at Annexure-1

Annexure-1**Document Control Sheet & Important dates**

Tender Reference No.	CEL/P&S/Retail/AD-Solar/2020-21
Name of Organization	Central Electronics Limited
Tender Type (Open/Limited/EOI/Auction/Single)	EOI
Tender Category (Services/Goods/works)	Goods
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/Sell)	Empanelment
Payment Mode (Online/Offline)	Offline

Date of Issue/Publishing	14/05/2020 (18:00 Hrs)
Document Download/Sale Start Date	14/05/2020 (18:00 Hrs)
Document Download/Sale End Date	30/09/2020 up to 13:00 Hours
Bid submission Start Date	14/05/2020 (18:00 Hrs)
Last Date and Time for Submission of Bids	30/09/2020 up to 15:00 Hours
Date and Time of Opening of Bids	End of each Month (16:00 Hours)

NOTICE INVITING EXPRESSION OF INTEREST FOR ENGAGING AUTHORISED DEALERS - SOLAR

EOI Notice No.: CEL/P&S/Retail/AD-Solar/2020-21

14th May, 2020

Through this EOI, the company is looking to engage, throughout the India, companies/firms/Partnership firm/Proprietorship/stand-alone shops/individuals having its own well-established marketing network, as Authorised Dealer-Solar (AD-SOLAR) for selling mainly its Solar Photovoltaic Modules, power pack and other products. The dealer shall be appointed by CEL and shall operate at STATE / REGION level. However, CEL reserves its right to appoint more than one dealer in that particular state/region.

Eligibility Criteria

In order to be eligible to participate in the tender, the bidder must fulfill the following eligibility criteria. Any discrepancy or departure from the same shall make the bidder ineligible for participating in the tender:

S. No.	Eligibility Criteria	Complied/ Not Complied
1	The bidder shall be registered companies/ firms/ Partnership firm/ Proprietorship and must be in the business of selling solar products or installing solar power plants for a minimum period of three years. Submit proof of such establishment and work.	
2	The bidder shall have achieved turnover of minimum Rs 50 lakh in this solar business segment during last three years. Submit proof of turnover in solar business.	
3	The bidder should have sufficient space as warehouse and shop for storage, display and sales. Submit details of warehouse and shop location, covered area and staff employed along with photos.	
4	The bidder must have GST registration. Submit GST registration certificate.	
5	The firm must not have been debarred / blacklisted / defaulted by any Govt. Dept, agency, PSUs / institution / agencies / autonomous organizations. As proof of the same the bidder shall submit a self-certified document signed by an authorized person of the bidder's company/firm.	

Note: For the above eligibility criteria, a summary of the documents being submitted against each criteria should be clearly indicated.

Special conditions:

- (1) The bidders will sign an agreement for dealership with CEL and deposit the requisite security deposit (SD) amount to CEL within two weeks of the acceptance of their bid failing which their bid will be cancelled. The agreement has to be signed in two copies by the Dealer with CEL on a Rs. 100/- Non-Judicial stamp paper, both are deemed to be original, one copy is to be kept by CEL and other to be kept by the Dealer.
- (2) All the terms and conditions for the appointment of AD-SOLAR are mentioned in the agreement, which has been attached as Annexure-'A'.
- (3) The performance of the AD-SOLAR will be evaluated at the end of each quarter. Based on such evaluation, the agreement with dormant dealers may be terminated. Usually such performance shall be based on business parameters such as total sales made against set target, number of customers added, business on repeat order etc.
- (4) The successful Bidders will be required to pay an amount of Rs 75,000/- within two weeks of the acceptance of their bid as a Security Deposit (SD). The security deposit shall remain with CEL till the expiry of the agreement, upon which it will be refunded without any interest after adjustment of dues, if any. In case, a dealer agreement is terminated because of it being dormant or for any other reason (or) expires at the end of the year without the dealer having made any sales, the SD amount will not be refunded.
- (5) Initially an AD-SOLAR shall be appointed for a period of One year from the date of signing of agreement for AD-SOLAR. However, validity can be extended by the Company for a further period of one year on the basis of quarterly performance of the AD-SOLAR on such terms and condition as the company may think fit.
- (6) Other terms & conditions applicable to this EOI, are mentioned in the Annexure-A.

Validity of EOI:

- a) The EOI shall be perpetually opened. However, shall be valid up to 30.09.2020.
- b) CEL has the right to close it at any point of time without any prior intimation.
- c) The response of EOI shall be reviewed by CEL preferably on monthly basis.

Submission of Documents & for any clarification: The Bidders shall submit their documents by registered post or by hand at the following office address on or before the last date and time for receipt of bids mentioned in the EOI documents. The envelope shall be addressed to:

General Manager (P&S)
Central Electronics Ltd
Site 4, Industrial Area,
Sahibabad, Pin:201010 (UP)

Annexure –A

**AUTHORISED DEALER –AGREEMENT FOR RETAIL SALE OF SOLAR MODULES ,
POWER PACK AND OTHER PRODUCTS**

This agreement is made on this _____ day of _____ at _____

Between

M/s. Central Electronics Limited *a company* incorporated under the Companies Act 1956, having its Registered Office at 781, D.B. Gupta Road, Karol Bagh, New Delhi and its Factory at 4, Industrial Area, Sahibabad- 201010 (U.P.) hereinafter called **“Company”** which expression shall unless repugnant to the subject or context means and includes its successors and legal assigns on one part.

And

M/s _____, a company registered under Companies Act, 1956, having its registered office at _____ (hereinafter called as **“Authorized Dealer for Solar Modules, Power pack and Other products”** which expression shall unless repugnant to the subject or context means and includes its successors and legal assigns on the other part.

Or

M/s. _____, *a Company /partnership firm/Proprietorship concern consisting of its Directors/partners/ Individual Shri _____, Shri _____ and Shri _____* hereinafter called the **“Authorized Dealer-Solar (AD-SOLAR)”** which expression

shall unless repugnant to the subject or context means and includes its successors and legal assigns on the other part.

WHEREAS,

The ***Company*** is engaged in manufacturing of solar photovoltaic cells and modules.

The XYZ / Partnership firm/Proprietorship firm have its own well-established marketing network and is desirous of selling the goods of the company in the manner herein after provided.

The company, after having considered the proposal of the XYZ / firm /Proprietorship has agreed to appoint the XYZ / firm/Proprietorship as an **Authorized Dealer (AD) - Solar** on the terms and conditions as hereinafter appearing.

NOW THIS AGREEMENT WITNESSES AS UNDER:

1. That the company hereby appoints the XYZ / firm/Proprietorship as an Authorized Dealer (AD) - Solar for selling the Solar Photovoltaic Modules , power pack and other products. The firm shall make all efforts for sale of the company's products.
2. **SCOPE OF ACTIVITIES BY AD - SOLAR**

The AD-SOLAR agrees to:

- i. Keep the Company informed about market trends, product requirement, market intelligence, customer segment, priorities, business opportunities etc.

- ii. Furnish detailed statements indicating name of customer, value and quantity wise off take and their likely future requirements in the first week of every quarter. They are required to submit periodic reports and returns as required by the company from time to time.
- iii. Deploy his representative for briefings of CEL products and for training in installation and commissioning work as and when required.
- iv. Maintain sufficient stock of CEL material at its sales locations at all times for display and immediate fulfillment of the requirement of customers.
- v. Display prominently, at all times, hoardings, banners, posters, standees .etc. and keep and distribute CEL product catalogues, pamphlets and marketing booklets from each of its sales locations.
- vi. Availing of any concession on Taxes, if any, will be the responsibility of AD-SOLAR.

3. **COMPETING PRODUCTS**

The AD-SOLAR or any of its sister concern/associates will not manufacture/ sale any products which are listed in scheduled annexed hereto.

4. **SUPPLY OF PRODUCTS**

- a) The price list of the products will be supplied by the Company to the AD - SOLAR. AD-SOLAR will purchase the said products from go down of the Company situated at Sahibabad against 100% advance payment as per the price list given in Annexure-1. The transportation of material from CEL

and insurance charges for the same shall be arranged by AD-SOLAR at its own cost.

- b) GST and any other Tax as applicable on the date of transaction shall be payable by AD-SOLAR in addition to the basic price of products.
- c) Online digital payment to CEL by AD-SOLAR shall be preferred. However, in case, AD - SOLAR prefers to make payment by cheque, the goods will only be delivered after realization of cheque.

5. **PRICING STRUCTURE**

- a) The pricing for different sizes and quantity uplifting matrix are given in Annexure-1. It is subject to change as per prevailing market conditions at the sole discretion of the company with or without any prior notice to AD-SOLAR.
- b) The Company will, however, endeavor to notify the revised rates in advance, for different sizes and quantity uplifting applicable, from time to time, which shall be applicable for subsequent deliveries.

6. **INCENTIVES:**

- a) AD - SOLAR shall be entitled for Yearly Turnover Incentives as mentioned in Annexure - I.

It will be applicable on the purchaser uplift of material quantity i.e. total invoice value made by company in the running financial year to the AD-SOLAR net of taxes and duties. Turnover incentive of the yearly purchase shall be computed / calculated after completion of the financial year as per the details mentioned in Annexure - I.

- b) The incentive shall be payable in the form of material supplies of equal value at the rate as per the rate slab in which the AD-SOLAR is falling at the time of incentive payment. It shall be payable in the first quarter of the next financial year.

The Incentive amount shall be adjusted in the value payable for the last order to CEL by AD-SOLAR at the end of the year.

7. **CEL RESERVE RIGHTS**

- a) To deal directly with customer for a specific case keeping business interest in mind rather than through designated AD-SOLAR. In such cases the company shall have exclusive rights to deal directly with the customer.
- b) The Company reserves the right to market and sell its products in the territory of the appointed AD-SOLAR, who shall have no objection to the same.
- c) The Company shall not accept return of any goods under any circumstances except in case of any manufacturing defect.
- d) The Company reserves the right to modify and/or amend this Agreement and replace, substitute, add or amend such modification to the agreement with other AD-SOLAR and such modification or amendment shall not constitute termination of this Agreement.

6. **VALIDITY**

Initially an AD-SOLAR shall be appointed for a period of One year from the date of signing of agreement for AD-SOLAR. However, validity can be extended by the Company for a further period of one year on the basis of

quarterly performance of the AD-SOLAR on such terms and condition as the company may think fit.

The performance of AD-SOLARs shall be reviewed quarterly by the Company for extending validity of their certificate. Usually such performance shall be based on business parameters such as sales made against set target, number of customers added, business on repeat order etc.

The Chairman and Managing Director (CMD) of CEL is empowered to modify or amend the agreement and any clause therein. The modification / amendment shall become effective immediately and AD-SOLAR shall adhere to such modification / amendment. **The amendment/modification shall then form part of this agreement.**

7. **TERMINATION**

Either of the party can terminate the agreement by giving one month notice in writing before expiry of the agreement. In such a case the Company reserves its right to adjust the security deposit for the settlement of accounts. Incentives if any will, however, be payable only after completion of the financial year or **can be adjusted against final settlement with the AD-SOLAR.**

CEL may at any time terminate the agreement as per the following:

- a) By giving written notice of one month & without any compensation if the AD-SOLAR becomes bankrupt or otherwise insolvent.
- b) If the AD-SOLAR is found to be indulging in any activity prejudiced to the company interest, or is in **breach of any conditions of this agreement** CEL may terminate the agreement immediately without any prior notice period.

8. **ARBITRATION**

All the disputes, difference controversies/difference of opinions, breach and violation arising from or related to this agreement between the parties, will be resolved in accordance with the laws of India in the following hierarchical manner:

Stage-I: Mutual discussion /reconciliations and joint meeting with prior notice at CEL. These proceedings under this stage will be finished within 45 days of commencement of reconciliations/discussions. The period may be extended with mutual consent.

Stage-II: The matter shall be referred to a Sole arbitrator, nominated by CMD CEL for this purpose and his decision shall be final and binding on both the parties and there will be no objection to any such appointment on the grounds that the Arbitrator is an Employee of CEL. The cost of arbitration shall be shared equally by the parties. The arbitration proceedings shall be held at CEL Sahibabad Campus.

Stage-III: In this stage, the Court of Law- Ghaziabad (UP) shall be applicable.

During the resolution of the dispute by above mechanism, the Company shall have right to withhold all money till the final decision of the dispute.

Company shall not take back any goods already sold or for which PO has been issued by the AD-SOLAR.

9. **WARRANTY/GUARANTEE**

The AD-SOLAR shall at all times, during the continuance of this Agreement, will offer for sale and sell the products of the Company according to the specifications supplied by the Company from time to time, either generally or in any particular case, and shall not make representation or give any warranty in respect of the products other than those contained in the

Company's conditions of sale as prevalent and operating at the time of the offering for sale or the sale. The AD-SOLAR shall keep the Company indemnified against the losses, damages or claims that may arise out of any unauthorized representations made by the AD-SOLAR or its representative. The Company shall not be responsible for acts or defaults of the AD-SOLAR, their employees or representatives.

10. The goods taken will be kept in good conditions in AD-SOLAR's premises to create goodwill of Company.

This contract may be amended by mutual agreement between the parties. Such amendments shall be in the form of executed addenda to the main contract.

IN WITNESS WHEREOF THE AGREEMENT HAS BEEN SIGNED, ON DAY AND PLACE MENTIONED HEREINABOVE.

FOR & ON BEHALF OF CEL

General Manager (P&S)
Central Electronics Ltd.
Site-4, Industrial Area,
Sahibabad - 201010 (U.P.)

Dated:.....

Witnesses:

1

2

FOR & ON BEHALF OF AD-SOLAR

Authorised Signatory

Witnesses:

1

2

Annexure – I

A) Price structure for different size of Modules (Poly/Multi crystalline) is given below:

Quantity Slab	Upto PM 10 (Rs./Watt)	+PM 10 to PM 60 (Rs./Watt)	+ PM 60 to PM 150 (Rs/Watt)	Above PM 150 (Rs./Watt)
Up to 10 KW	70	37	26	22
+10 KW to 500 KW	65	35	25	21
+500 KW to 1 MW	63	33	24	20
Above 1MW	-	-	-	19

- For mono-crystalline solar module an extra price of 5% shall be charged on the above rates of modules.
- For solar power pack and other products a margin of 5% on basic input price shall be payable to dealer.

Note: In case of a single PO for a month the AD-Solar shall be allowed to pick up the PO quantity in multiple lots and he has to deposit an advance of 20% of the PO value and the advance amount will be adjusted in the last lot as per the PO. **However the AD-Solar shall make 100% payment before dispatch of material**. The rate applicable in this case on the total PO quantity shall be as per the quantity slab.

B) Yearly Turnover Incentive:

i) Rs 1 crore to Rs 3 crores: 3% of sales amount exclusive of taxes.

ii) Above Rs 3 crores : 5% of sales amount exclusive of taxes.

Note: The first yearly turnover incentive shall be calculated from the date of signing of the Dealership Agreement till the end of F.Y.2020-21.

Annexure –B**Format for submission of Personal Data**

1	Name of Distributor	
2	Registered Address	
	Phone / Mobile No.	
	Fax No.	
	Name of Proprietor/ CEO/Chairman	
	Phone / Mobile No.	
	Email Id	
3	Factory Address	
	Phone / Mobile No.	
	Fax No.	
	Email Id	
4	Delhi/NCR Address (if any)	
	Phone / Mobile No.	
	Fax No.	
	Email Id	
5	Correspondence Address	
6	Name of contact Person	
	Designation	
	Phone / Mobile No.	
	Fax No.	
	Email Id	
7	Website	
8	Service Tax related information	
9	Sales Tax related information	
	TIN NO.	
	L.S.T. No.	
	C.S.T. No.	

	Sales Tax Exemption No. (If any)	
10	Income Tax related information	
	PAN No.	
	PAN reference no. (in case PAN applied for)	
	PAN status (in case PAN applied for)	
11	Excise duty related information	
	ECC No.	
	Range	
	Collector-ate	
12	Registration No. with Directorate of Industries	
13	MSE registration no. (for Mirco & Small Enterprise)	
14	Name & address of organization with whom MSE is registered	
15	Whether MSE is owned by ST/SC?	
16	Bank related information	
	Bank Name	
	Branch Name	
	Bank address	
	Bank Phone No.	
	Bank fax No.	
	Bank MICR code (9 digit)	
	RTGS-IFC Code	
	Account Type	
	Account No.	
	Swift Code	

Annexure –C

DOCUMENTS REQUIRED FOR SUBMISSION OF EOI

- The Company reserves its right to ask for further document/information as may be necessary from time to time.
- In case of Company the following documents is required at the time of submission of expression of interest.
 - A certified true copy of MOA
 - Board resolution authorising the directors/others to sign the documents/agreement.
 - Last three years certified copy of Balance Sheet and Profit Loss account along with other documents like Directors Report, Statutory Auditors Report etc.
- In case of partnership firm:
 - Certified true copy of partnership deed along with last three years income & expenditure documents
 - Income Tax Return (First page)-last 3 Years
- In case of proprietorship firm:
 - Certified true copy of proprietorship registration documents
 - Income Tax Return (First page)-last 3 Years
- In case of stand-alone shops:
 - Certified true copy of shop registration documents
 - Income Tax Return (First page)-last 3 Years
- In case of individuals:
 - Certified true copy of Highest Educational Qualification
 - Affidavit that they are self-employed
 - GST registration
 - Income Tax Return (First page)-last 3 Years