



CENTRAL ELECTRONICS LIMITED SOLAR PHOTOVOLTAIC PRODUCTION TECHNICAL SPECIFICATION ITEM: MULTI CRYSTALLINE SOLAR CELL 5 BUS BAR (PERC)

3a	If defective cells are less than 3%, all such cells shall be replaced, free of cost.	
3b	If defective cells are more than 3% then the whole lot shall be rejected.	
3c	The modules will be manufactured using the accepted cells and with glass having optical loss of approximately 2% and transmittance of 91 %. The total power produced by the modules shall be 2% less than the arithmetic summation of the power (mentioned on the specification sheet and primary and secondary packing) of all individual cells used therein. In case the above is not met, the lot of cells shall be rejected. The entire lot shall be replaced by the supplier.	
3 d	In case lot is accepted during sample check, but during production cells are found defective, those cells shall be replaced by the supplier.	

PREPARED BY	CHECKED BY	APPROVED BY	ITEM: SOLAR CELL	
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CENTRAL ELECTRONICS LIMITED SOLAR PHOTOVOLTAIC PRODUCTION TECHNICAL SPECIFICATION ITEM: MULTI CRYSTALLINE SOLAR CELL 5 BUS BAR (PERC)

TEST REPORT

Annexure-V

PRODUCT	SOLAR CELL
P.O. No. / DATED	***
QUANTITY	

S. No.	DESCRIPTION	SPECIFIED VALUE	OBSERVED VALUE
}	CELL SIZE	157 X 157 MM ± 0.25 MM	
2	CELL EFFICIENCY	≥19.6%	
3	THICKNESS	200 ± 20 MICRON	
4	ARC COATING	UNIFORM OK	
5	PRINT SHIFT FRONT	≤0.25 MM	
6	PRINT SHIFT FRONT TO BACK	≤0.25 MM	
7	Bow	≤ 1.5 MM	
8	SOLDERABILITY& PEEL STRENGTH	OK, ≥1 N	-
9	FRONT BUS BAR	0.8±0.2 MM	
10	BACK BUS BAR	1.5 ± 0.3 MM	
11	CHIPPING V SHAPE, EDGE CHIP, CORNER CHIP,	NIL	
	MICRO CRACKS, PINHOLES, CRACKS	NIL	
	METAL PRINT LINE DISCONTINUITY	NIL	
12	PASTE SPOT	NIL	
13	TEMPERATURE COEFFICIENTS(VOLTAGE, CURRENT AND POWER)	AS PER VENDOR SPECS	

PREPARED BY	CHECKED BY	APPROVED BY	ITEM: SOLAR CELL
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Standard terms and conditions:

(Terms and conditions mentioned in Annexure C will supersede these Standard Terms and Conditions wherever there is any difference. Hence please see Annexure C carefully)

1.	CEL will prefers to get offers directly from the original manufacturers and prefer to deal directly with manufacturer.
2.	Terms of Price: The terms of Price would be FOR CEL, Sahibabad unless specified otherwise in special terms & conditions of Annexure C.
3.	No Deviation from Specifications, Terms & Conditions of the tender is allowed. Quotations having deviation from our specifications, standard terms & conditions would be rejected.
4.	All requirements of export licensing, Govt. permissions or any other statutory clearance from the country of export as per regulations existing in the supplier's country shall be the responsibility of supplier, if required as per the terms of the purchase order.
5.	In a tender either the Indian agent on behalf of the foreign Principal/OEM or foreign Principal/OEM itself can bid but both cannot bid simultaneously in the same tender. If an agent submit bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender. Agent quoting on behalf of OEM /Principal shall submit valid authorization certificate along with their offer.
6.	Taxes and duties: The taxes and duties are to be clearly mentioned, if any.
7.	Delivery schedule : As per Special Terms and conditions of Annexure C.
8.	Payment terms: Option 1: Within45 days from the consignment note/LWB/ AWB/ Bill of Lading. Option 2:Letter ofcreditwith 45 daysusancefrom the AWB/Bill of Lading.LC chargesofopener's bank would be bornebyopener and LC chargesof beneficiary'sbank would be bornebythe beneficiary. Aloadingof1%onthetotalamountwillbedoneforcomparisonoflandingcosttoCEL,ifoption2is ticked/acceptedbythe bidder Please tick √ either option 1 or option 2. If no option is selected then option 1 would be considered.Quotation with payment terms other than these 2 options will be rejected.
9.	Inspection: Inspection will be done by CEL representative in CEL premises or supplier's works. CEL shall have free access to the supplier's works during testing and final inspection. Vendor shall inform the MMD not less than one week in advance. All testing arrangements shall be the responsibility of the vendor. CEL reserves the right to inspect the material during manufacturing and/or before dispatch as per specifications and test protocols. Internal inspection report and inspection certificate must accompany the supply. (This clause will be superseded by Inspection clause, if any, in Annexure C).
10.	Price variation Clause: Price variation will not be permitted and quotations having Price variation clause will be rejected. (This clause will be superseded by Price Variation Clause, if any, in Annexure C).
11.	Price reduction for delayed delivery: In the event of delay in affecting the delivery within agreed period, a reduction in the price shall be levied @ 0.5% of the total order value per week or part thereof subject to maximum of 5% of the total order value.
12.	Validity of offer : The quotation/tender/bid submitted by the bidder/supplier shall be valid for a minimum period of 90 days from date of opening.
13.	Determination of Lowest quoting bidder: The lowest quoting bidder would be decided on the basis of lowest landing cost of items to CEL.
14.	Splitting of tender quantity in two or more bidders: CEL reserve the right to split the quantity and award on two or more vendors as per the production / project requirement. The following norms would be adopted in case of spilt of quantity:
	If the lowest quoting vendor is an approved vendor and the second lowest and third lowest bidders are also approved vendors to CEL 100% of tender quantity would be split amongst the approved vendors

only. In case of split of quantity in two approved vendors, the same shall be applicable for lowest (L1) & second lowest (L2) in the ratio of 70:30 at the rate & terms applicable to L1 approved vendor, keeping in view the objective that the per unit landed cost to CEL in case of purchase from L1 or L2 approved vendor remains same. In case of split of quantity in three approved vendors 60% quantity would be awarded to L1 approved vendor and balance 40% quantity will be awarded to the L2 approved vendor and L3 approved vendors in the ratio of L2's quantity > L3's quantity subject to acceptance of L1 rate by L2 and L3 vendor. If the L2 vendor does not accept the L1 approved vendor's rate and terms then the be split between L1 approved vendors and L3 approved quantity

Micro & Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion upto 20% of requirement by bringing down their price to L1 price where L1 is non MSEs (as per "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012"). If price quoted by a MSE is within L1+15% and such MSE is L4 or higher (provided L1, L2 and L3 are not the MSEs) and agrees to the rates & terms quoted/agreed by L1 bidder, then the splitting of quantities may be done as: MSE bidder: 20%, other bidders: 80% of tender quantity as given in above paragraph.

- 15. NEW / UNAPPROVED VENDOR POLICY:Bidders who are not in the approved vendor list of CEL and are unapproved in CEL would be allowed to participate in open tenders. However, the quotation of such bidders would be evaluated based on the eligibility criteria defined in the tenders. If the bidders satisfies the eligibility criteria and meets the specifications and terms and conditions given in the tender then that bidder may be awarded with purchase order/work order of maximum 10% of the tendered quantity in order to develop that bidder as a vendor to CEL for participation in future tenders subject to the following conditions:
 - a) The bidder should be either the 1st lowest quoting bidder or 2nd lowest quoting or 3rd lowest quoting bidder.
 - b) The bidder should agree to supply the tendered material at the lowest quoting bidder's rate if the bidder is unapproved and is L2 or L3 bidder.
 - c) The bidder must fill up the vendor registration form and follows the vendor approval procedure.
 - d) The maximum quantity to be divided between the unapproved bidders would be 10% of the total tendered quantity.
 - e) Supply from unapproved bidders who are awarded purchase/work order would be taken only after approval of samples, wherever applicable.
 - f) In case of Capital items/Projects/EPC/Works Contract or even regular procurement for production where splitting of tender is not possible, purchase/work order would be placed on lowest eligible & technically qualified vendor only.

However to develop new vendors, a perpetually open **EOI No. C-2(b)/EOI/707/68/2015** is also uploaded on our website and CPP with detailed specifications.

- Any corrections/alterations in the tender/quotation/bid should be duly signed by the bidder. CEL does not take any responsibility for delay in receipt or non-receipt or loss of tender(s).
- 17. Earnest money deposit (EMD): EMD amount of **NIL**(and also in tender notice) must be submitted through demand draft/RTGS/NEFT/TT/SWIFT favoring Central Electronics Limited. The demand draft must be valid for three months and should be payable at Delhi. The EMD amount must be submitted on or before the due date of opening of quotations. No interest shall be payable on the EMD. The details of CEL's bank account for RTGS/NEFT of EMD amount are as below:

Beneficiary Name: Central Electronics Limited Beneficiary Account Number/IBAN: 87761250000014 Beneficiary Bank SWIFT Address/BIC: SYNBINBB161

Beneficiary Bank Name: Syndicate Bank

Beneficiary Bank Address: Sahibabad Branch, CEL Complex, Plot No. 1, Site 4,

Sahibabad 201010, U.P., INDIA

The EMD (after deduction of bank charges, if any) of unsuccessful bidder will be refunded within one month of finalization of tender. The earnest money of successful bidder would be converted into security

deposit and would be returned (after deduction of bank charges, if any) to the bidder after two months of successful completion of order.

Exemption from submission of EMD: The following type of bidders are exempted from submission of EMD subject to submission of relevant documents mentioned herein:

- a) Micro & Small Enterprise registered with DIC or KVIC or KVIB or Coir Board or NSIC or DHH or any other body specified by Ministry of Micro, Small and Medium Enterprises, Govt. of India. A copy of valid registration certificate should be submitted with technical bid of quotation.
- b) Approved vendors of CEL or vendors who have supplied stores to CEL in the last 3 years (attach a copy of Purchase Orders received from CEL with the technical bid).
- 18. Tender/Quotation/Bid should be submitted in Online mode. Last date of receiving of tenders/quotations is **09-07-2020** up to 11:00 hrs IST. The following are to be submitted in your quotation duly signed and stamped on all pages:

Part A and inline to Pre-Qualification Criteria

- i. Filled up Format for Submission of Vendor Data as per format at Annexure D.
- ii. Data sheet/catalogue clearly showing that the offered material is meeting the specifications given in the tender.
- iii. Tender acceptance letter as per format at Annexure E.
- iv. Original Signed and stamped tender document (photocopy document is liable to be rejected).
- v. Compliance and acceptance of Annexure-I, II, III, IV and V is a must and any bid without compliance will be liable to be rejected.

Part B: (Financial Bid) and inline to Annexure 'F':

Price Bid as per As per Annexure 'F' as asked in the relevant columns.

Note: The rates should be quoted in figures (typed or printed) and cutting should be avoided. The final amount should be in figures as well as in words. Changing of heading or title or modification to any part of the price bid may render the bid as invalid and such bids are liable to be rejected.

Details of tender:

- a. Tender notice no. C-2(b)/RC/0700/8222/2020
- b. Name of the item:
- c. Due Date: 09-07-2020
- d. Nature of Bid: Technical & Commercial (TWO PACKET).

Office of the Assistant General Manager,

Materials Management Division

Central Electronics Limited,

4, Industrial Area, Saur Urja Marg,

Sahibabad - 201010 (U.P) INDIA

Opening of Tenders: Technical bid will be opened on as per document control sheet. 19. Note 1: The bidders or their authorized representatives may also be present during the opening of the Technical Bid. if thev desire SO. at their own expenses. Note 2: The technical bids will be opened and evaluated by a duly constituted committee. After evaluation of the technical bid, Price bids of only those bidders will be opened whose technical bids are found suitable. Date and time of opening of price bids will be decided after technical bids have been evaluated by the committee

- CEL reserves the right to reject any or all tenders/quotations/bids received or accept any or all tenders/quotation/bids wholly or in part. Further, CEL reserves the right to order a lesser quantity without assigning any reason(s) thereof. CEL also reserves the right to cancel any order placed on basis of this tender in case of strike, accident or any other unforeseen contingencies causing stoppage of production at CEL or to modify the order without liability for any compensation and or claim of any description. CEL reserves the right to cancel this tender at its discretion without stating any reason.
 In case an order placed by the CEL based on the quotation/bid/tender submitted by the bidder/supplier is not executed by the supplier/bidder, CEL may buy the ordered goods from elsewhere and recover the additional amount that CEL may have to spend in procuring the stores plus 10% to cover the overhead & incidental expenses.
- Quantity Enhancement: CEL Reserves the right to enhance the quantity of material ordered by amending the purchase order(s) within a year, if any, awarded on the basis of this tender at the rate and terms and conditions mentioned in such purchase order(s) depending on the production requirement and Delegation of Power authorized.
- Replacement of Rejected Material: Any material supplied against order place on basis of this tender and found to be defective on inspection or differing from approved samples or make or specifications will be replaced by the supplier free of cost or full refund made for the amount paid by Central Electronics Limited including freight and insurance and other incidental charges at our discretion.
- 24. **Termination for Default** : CEL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:
 - 9.1 If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract,
 - 9.2 If the Supplier fails to perform any other obligation(s) under the Contract.

or within any extension thereof granted by the Purchaser; or

9.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution or a contract to the detriment of the borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or services. However, the Supplier shall continue the performance of the Contract to the extent

The contractor/bidder shall not display the photographs & content of the work and also will not take advantage through publicity of the work without written permission of CEL. Noncompliance to this may result in the blacklisted of firm.

Force Majeure:In no event shall either Party have any liability for failure to comply with this Agreement, if such failure results directly from the occurrence of any contingency beyond the reasonable control of the Party, including, without limitation, strike or other labor disturbance, riot, major power failure, war, natural calamities including but not limited to floods, earthquakes, fire, volcanic eruptions, epidemics, National Emergency, interference by any government or governmental agency, embargo, seizure, or enactment or abolition of any law, statute, ordinance, rule, or regulation (each a "Force Majeure Event"). In the event that either Party is unable to perform any of its obligations under this Agreement because of a Force

Majeure Event, the Party who has been so affected shall as soon as may be, after coming to know of the Force Majeure Event, inform the other Party and shall take reasonable steps to resume performance as soon as may be after the cessation of the Force Majeure Event. If the period of nonperformance due to a Force Majeure Event exceeds thirty (30) days, the Party whose ability to perform has been so affected may, by giving written notice, terminate this Agreement.

26. **Arbitration**: Arbitration for Indigenous bidders:

All the disputes, difference controversies/ difference of opinions, breach and violation arising from or related to this agreement between the parties, then the same shall be resolved by mutual discussion /reconciliations in good faith. If disputes, difference controversies /difference of opinions, breach and violation arising from or related to this agreement cannot be resolved within 30 days of commencement of reconciliations / discussions then the matter shall be referred to the sole arbitrator, nominated by CMD CEL, for this purpose and his/her decision shall be final binding on both the parties. The cost of arbitration, if any shall be shared equally between the parties.

The arbitration proceedings shall be conducted by the Arbitral Tribunal in accordance with the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Delhi and language of such arbitration proceedings shall be in English.

All disputes relating to this agreement shall be subject to jurisdiction of the courts at Delhi only.

Arbitration for Foreign bidders:

All the disputes, difference controversies /difference of opinions, breach and violation arising from or related to this agreement between the parties, then the same shall be resolved by mutual discussion/ reconciliation in good faith. If disputes, difference controversies/ difference of opinions, breach and violation arising from or related to this agreement cannot be resolved within 30 days of commencement of reconciliations / discussions then the matter shall be referred to the Delhi High Court International Arbitration Centre, New Delhi. The cost of arbitration shall be shared equally between the parties.

The arbitration proceedings shall be conducted as per rules and procedures of Delhi High Court International Arbitration Centre. The placed of arbitration shall be Delhi and language of such ar2bitration proceedings shall be in English.

All disputes relating to this agreement shall be subject to jurisdiction of the courts at Delhi only.

All the terms and conditions mentioned in the tender must be accepted otherwise bid may liable to rejected.

27. CEL reserves the right to ban the business dealings of the supplier/ bidder as per CEL's "Policy on banning business dealings" available on CEL website (www.celindia.co.in).

Annexure-C

SPECIAL TERMS & CONDITIONS

- Solar Cell manufacturers and their authorised vendors are eligible to quote (copy of authorisation from OEM to be submitted along with the bid), traders/ Stockists are not allowed to participate in this tender. Terms of price: FOR CEL 's store in SAHIBABAD (for indigenous bidders) basis or FOB Nearest international 2. Airport/ Seaport for Foreign Bidders. A loading will be added on the bidders opting FOB terms as per calculation. The quotations submitted with terms of price other than the above are liable to be rejected. 3. Delivery Schedule: As per the CEL's requirement in staggered lots up to 31-03-2021. Kindly quote earliest delivery date/Dispatch lead time in Price bid format. 4. Payment terms: Option 1: Within45 days from the consignment note/LWB/ AWB/ Bill of Lading. Option 2: Letter of credit with 45 days usance from the consignmentnote/LWB.LC charges of opener's bank would be borne by opener and LC charges of beneficiary's bank would be borne by the beneficiary. Aloadingof1%onthetotalamountwillbedoneforcomparisonoflandingcosttoCEL,ifoption2is ticked/accepted by the bidder Please tick V either option 1 or option 2. If no option is selected then option 1 would be considered. Quotation with payment terms other than these 2 options will be rejected. 5. Bid evaluation criteria: Bid evaluations will be done on the basis of the documents furnished by the bidder, valid certificates, technical compliance of the product quoted and compliance of the commercial terms of the tender, unconditionally acceptance of the tender terms and conditions. 6. This tender is on Fixed Price basis. Hence, there is no price variation clause in the tender. Calculation of Landing Cost: The landing cost of the bidder will be calculated by adding the 7. components such as below: a. Freight: If the quotation is on Terms other than "FOR CEL", the loading of 5 % of basic value for air freight and 3 % of basic value for Sea freight will be added. b. Insurance: @ 1.125% of the basic cost c. Duties and Taxes: as per the actual d. Loading charges: will be taken as 3% for any other deviation e. Local transit charges: In case of Import items, local charges will be taken as 3%. f. Anti-dumping duty/ Safe guard Duty will be loaded on the quoted price @ 20 % for calculation of landing cost as per government order.
- 8. Compliance and acceptance of Annexure-I, II, III,IV and V is a must and any bid without compliance will be liable to be rejected.

<u>ANNEXURE – D</u>

Format for submission of Vendor Data

1.	Name of vendor	
2.	Registered Address	
	Postal Code	Company's Year of Establishment
	Company's nature of business	Company's Legal Status
	Registration No.	Phone:
	Fax No.	Website:
	Name of Proprietor/ CEO/Chairman	
	Phone/Mobile No.	
	Email id	
3.	Factory Address	
	Phone No.	
	Fax No.	
	Email id	
4.	Delhi/NCR Address (if any)	
	Phone No.	
	Fax No.	
	Email id	
5.	Correspondence Address	
6.	Name of Contact Person for this tender	
	Designation	
	Date of Birth	
	Phone/Mobile no.	
	Fax No.	
	Email id	
7.0	Sales Tax related inforr	ation
7.1	TIN No.	
7.2	L.S.T. No.	
7.3	C.S.T. No.	

7.4	Sales Tax Exemption No. (if any)		
8.0	Income Tax related information		
8.1	PAN No.		
8.2	PAN reference no. (in case PAN applied for)		
8.3	PAN Status (in case PAN applied for)		
9.0	Excise duty related info	ormation	
9.1	ECC No.		
9.2	Range		
9.3	Collectorate		
10.	Registration No. with Directorate of Industries		
11.	SSI/MSE Reg. No. (if Small Scale Industrial Unit)	(Please enclose certificate from DIC/NSIC along with Certificate from registered CA with value of plant and machinery)	
12.	Is MSE/SSI is ST/SC?	Yes / No (If Yes please enclose relevant certificate as proof)	
13.0	Bank related information	on	
13.1	Bank name		
13.2	Branch name		
13.3	Bank address		
13.4	Bank phone no.		
13.5	Bank fax no.		
13.6	Bank MICR Code (9 digit)		
13.7	RTGS-IFC Code		
13.8	Account type		
13.9	Account no.		
13.10	Swift Code		
13.11	GST Number		

Correspondence with respect to this tender may be addressed to Mr/Ms	at e	email id
I/We accept that CEL may send SMS and/or email regarding this tender/any other tender, award of	of c	ontract,
purchase order(s) and/or any other information on any/all mobile nos. mentioned in this vendor data	sh	eet.

I/We certify that the information given herein is correct to the best of my knowledge and belief.

Signature of Proprietor/CEO/Chairman Seal of the company/concern

Annexure-E

TENDERACCEPTANCELETTER (TobegivenonCompany LetterHead)

The Assistant General Manager Materials Management Division Central Electronics Limited 4, Industrial Area SAHIBABAD – 201010 (UP) INDIA

Reference: Tender No: C-2(b)/RC/0700/8222/2020 dated 25-06-2020

Name of Tender / Work:

Subject: Acceptance of Terms & Conditions of Tender.

Dear Sir,

- 1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: Supply of Multi-crystalline Solar Cells, PERC (5 Bus Bar), Cell efficiency: min. 19.60 % as per your advertisement, given in the above mentioned website(s).
- 2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
- 4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality / entirety.
- 5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

Signature of the Bidder Name of Authorized Signatory: Designation:

Official Seal:

Annexure F

Price Bid Format as per BOQ
Tender no.: C-2(b)/RC/0700/8222/2020
Bidder Name: Two packet

GST = % *Please mention percentage of excise duty and sales tax whichever is applicable
Payment terms:
Option 1: Within45 daysfrom the consignmentnote/LWB.
Option 2 :Letter ofcreditwith 45 daysusancefrom the consignmentnote/LWB.LC chargesofopener's bank would be bornebyopener and LC chargesof beneficiary's bank would be bornebythe beneficiary.
A loading of 1% on the total amount will be done for comparison of landing cost to CEL, if option 2 is ticked/accepted by the bidder
Please tick √ either option 1 or option 2. If no option is selected then option 1 would be considered.
Quotation with payment terms other than these 2 options will be rejected.
Lead Time for supply=days