FORMAT NO.: CEL/FR/MMD/03(01)

# CENTRALELECTRONICSLIMITED

(A Public Sector Enterprise)



# **TENDER DOCUMENT**

# for the

"Supply of Multi-crystalline Solar Cells, PERC, (5 Bus Bar), Size 157x157mm+-0.25mmEfficiency:≥ 19.6 %"

Tender notice no. C-2(b)/RC/0700/8237/2020 dated 01-10-2020

Assistant General Manager (Materials)
Materials Management Division
Central Electronics Limited,
4, Industrial Area, Saur Urja Marg, Sahibabad–201010(UP)INDIA
Tel.No.0091-120-2895145FaxNo.0091-120-2895148
Email: mmd@celindia.co.in Website: www.celindia.co.in



FORMAT NO.: CEL/FR/MMD-TN/03(01)

## CENTRALELECTRONICSLIMITED

(A Public Sector Enterprise)
4, Industrial Area, Saur Urja Marg, Sahibabad–201010(UP)INDIA
Tel.No.0091-120-2895145FaxNo.0091-120-2895148
Email: mmd@celindia.co.in Website: www.celindia.co.in

# e-TENDER NOTICE

Tender notice no. C-2(b)/RC/0700/8237/2020

01-10-2020

Central Electronics Limited invites ONLINE bids (Technical & Financial) from eligible bidders which are valid for a minimum period of 90 days from the date of opening (i.e., 16-10-2020) for "Supply of Multi-crystalline Solar Cells, PERC (5 Bus Bar), Size 157x157mm+-0.25mm Efficiency:> 19.6 %"

Scope of Work	Supply of Multi-crystalline Solar Cells, PERC (5 Bus Bar), Size 157x157mm+-0.25mm Efficiency:> 19.6 %
Earnest Money	NIL
Deposit	
Quantity	15,00,000 Nos.

Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <a href="http://etenders.gov.in/">http://etenders.gov.in/</a> or <a href="http://etenders.g

Please see important dates and Eligibility Criteria at Annexure -1.

For **CENTRAL ELECTRONICS LIMITED** 

Sd-

Assistant General Manager (Materials)
Materials Management Division

## **Annexure-1**

# **Important Dates**

Tender Reference No.	C-2(b)/RC/0700/8237/2020
Name of Organization	Central Electronics Limited
Tender Type	OPEN
(Open/Limited/EOI/Auction/Single)	
Tender Category (Services/Goods/works)	Goods
Type/Form of Contract (Work/Supply/	Buy
Auction/Service/Buy/Empanelment/Sell)	
Packet System	TWO PACKET SYSTEM
Payment Mode (Online/Offline)	Offline
Date of Issue/Publishing	01-10-2020 (15:00 Hours IST)
Document Download/Sale Start Date	01-10-2020 (15:00 Hours IST)
Document Download/Sale End Date	16-10-2020 (12:00 Hours IST)
Bid submission Start Date	01-10-2020(15:00 Hours IST)
Last Date and Time for Submission of Bids	16-10-2020(11:00 Hours IST)
Date and Time of Opening of Bids	16-10-2020(15:00 Hours IST)

# **Pre-Qualification/Eligibility Criteria:**

## **Pre-Qualification Criteria:**

- 1. 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.
- 2. Detailed criteria as per annexure-II enclosed under Annexure-A.

Pre-Qualification is a must and only suppliers/bidders meeting them shall be technically evaluated

### Note:

No Deviation from Specification, Terms & Condition of Tender allowed. Quotations having deviation from our specification, terms & condition would be rejected.

## TENDER DOCUMENT for Tender notice no. C-2(b)/RC/0700/8237/2020

## **Important Instructions: -**

<u> 11111</u>	ortan	t Histructions: -	
1.	The t	following documents/Annexure are part of tender document:	
	i.	Tender notice along with Annexures (eligibility criteria)	
	ii.	Details of item, specifications, etc.	Annexure A
	iii.	Standard terms & conditions (GCC)	Annexure B
	iv.	Special Terms & Conditions	Annexure C
	٧.	Format for submission of Vendor Data	Annexure D
	vi.	Tender acceptance letter	Annexure E
	vii.	BOQ format for submission of price bid	Annexure F
2.	Quot	ations shall be liable to be rejected if there is/are any deviation(s) from	the specifications.
3.		lation in price, deviation from delivery schedule, terms and conditions w	
		ation. Statutory Taxes & Duties should be shown separately from the pr	
4.		erwhoisMicro&SmallEnterpriseshouldenclosecopyofvalidCertificateofRe	
		or Coir Board or NSIC or DHH or any other body specified by Ministry	
		rprises, Govt. of India to avail benefits under the "Public Procurement F rprises (MSEs)Order2012".	rolley for Micro & Small
5.		logue, literature, specification details should accompany the quotation.	Incomplete quotations are
] 5.	liable to be rejected.		
6.	Quotation should be submitted ONLINE as per instructions given in tender.		
7.	Any deviations whether technical or commercial stated anywhere in the bid shall not be taken		
	into account and may render the bid non-responsible and liable to be rejected.		
8.		for Data should be submitted in the Format for submission of Vendor	•
9.		ation should be submitted in <b>TWO PACKET SYSTEM</b> as per instruction	
10.		se of any ambiguity between any terms given in Standard Terms & Cor	
		d Special Terms and Conditions at Annexure C, the terms given in Spe	cial Terms & Conditions at
<b></b>		exure C will prevail and override those at Annexure B.	d a Cilla a Lla Salada a a lla a
11.	Deviations from specifications, terms and conditions are not allowed. The bid of that bidder who mentions deviations anywhere in the technical bid would not be considered for price bid opening. The bid		
		dder who mentions deviation in price bid would be rejected and such bid	
		ed/blacklisted for participation in future tenders.	addi may be
12.		ler/Quotation/Bid should be submitted in Online mode on www.et	enders.gov.in. Last date of
		ving of tenders/quotations is as per Document Control Sheet. The fo	
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#### Part A and inline to Pre-Qualification Criteria

your quotation duly signed and stamped on all pages:

- 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 along with the documentary proof 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.

CENTRALELECTRONICS LIMITED SOLAR PHOTOVOLIAIC PRODUCTION TECHNICAL SPECIFICATION ITEM: MULTI CRYSTALLINE SOLAR CELL 5 BUS BAR (PERC)

Annexure-I

1. Dimension

: 157 x 157 mm ±0.25 mm

2. Cell Efficiency

: ≥ 19.6%

3. Thickness

: 200± 20 microns.

4. Front side

: Uniform Silicon Nitride (SiN) Anti-reflection coating

5. All printed fingers should meet the below specification:

5.1 Shift in printing of the fingers (on front side) and pads (on front and back side) ≤ 0.25 mm along the whole length and breadth of cell from all the cell sides.

5.2 Radial shift in printed fingers: ≤ 1°

6. Bow

: ≤ 1.5 mm

7. Metallization

7.1 Easily solderable having good adhesion/peel strength of  $\geq$  1 N.

7.2 Metallization

7.2.1 Front – Silver bus bar width of 0.8  $\pm$  0.2 mm.

7.2.2 Back – Silver bus bar width of 1.5  $\pm$  0.3 mm and Aluminum BSF.

7.2.3 Number of bus bars five (Front & Back).

8. All calls should be free from the following defects:

8.1 Chipping -V shape, edge chip, corner chips.

8.2 Micro cracks, pin holes and other cracks.

8.3 Discontinuity of metal printing lines.

8.4 Colour variation between the cells.

9. The vendor shall attach photographs and drawings of front and back side of the solar cell, clearly indicating all the dimensions meeting the requirements of sl. no. 7.2 given

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

# 10. Packing Conditions:

- 10.1. Packing should be in lots of 100 cells or as per the standard size of the vendors. Cells shall be packed tightly with heat shrinkable sleeves or polythene/ polypropylene sachets. Sachets shall be packed in foam/carton boxes with soft pads on both ends or in polyethylene foam packing to absorb transit handling shocks. The final packing of the individual carton boxes shall be in an outer sealed plywood box.
- Manufacturer name, Cell type, lot number, wattage/efficiency, quantity, month of each cartin and plywood box to be displayed.

  CEL Purchase Order (DO) To
- 10.3 CEL Purchase Order (PO) Number and item description to be mentioned on the outer sealed plywood boxes.

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Annexure-II

# Eligibility Criteria:

- Only original manufacturers or their authorized representatives with their valid authorization letter from original manufacturers are eligible to submit quotations.
- Supplier shall confirm that the modules manufactured using the supplier's cells conform to IEC 61215 / IS 14286, IEC 61730 and IEC 62804. The aforesaid modules shall be tested in TUV or any other accredited lab.
- The supplier must meet the conditions mentioned in point no 7.2.1, 7.2.2 and 7.2.3 of Annexure-I.
- The vendor must fill in all the details of Annexure IV. Incomplete or unclear details filled therein, shall make the bid liable for rejection.
- Vendor should have a minimum of 100 MW/annum in-house multi crystalline solar cells manufacturing capacity

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CENTRAL ELECTRONICS LIMITED

SOLAR PHOTOVOLTAIC PRODUCTION

TECHNICAL SPECIFICATION

ITEM: MULTI CRYSTALLINE SOLAR CELL 5 BUS BAR (PERC)

Annexure III

# TEST PROTOCOL

# (A) For approved vendor:

- All the vendors shall submit copy of specification of cells and their quality report for all parameters mentioned in Annexure V along with each consignment of cells supplies.
- 2. The cells will be checked for all the specifications (SI no.1 to 8) of Annexure I on sample basis as per CELs quality plan.
- 3. Acceptance criteria for cell lots:
  - a. If defective cells (not as per specifications stated in Sl. no. 1 to 8 of Annexure I) are less than 3%, all such cells shall be replaced free of cost.
  - b. If defective cells (not as per specifications stated in Si, no. 1 to 8 of Annexure I) are more than 3% then the whole lot shall be rejected.
  - c. The modules will be manufactured using the accepted cells (meeting specifications stated in Sr. no 1 to 8 of Annexure I) 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 the 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.
  - d. In case lot is accepted during sample check, but during production cells are found defective, those cells shall be replaced by the supplier.

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	(UEL)	SOLAR PHOTOVOLTAIC PRODUCTION
1		TECHNICAL SPECIFICATION
1	1	ITEM: MULTI CRYSTALLINE SOLAR CELL 5 BUS BAR (PERC)
	L	THE SOLAR CELL 5 BUS RAP (PEDC)
		DAR (LEAC)

# (B) For unapproved vendor:

- 1. The vendor shall supply sample lot of minimum 200 cells meeting the specification mentioned in Annexure-i along with the bid submission.
- 2. The sample cells will be checked at CEL as per the test protocol mentioned above in (A).
- The sample cells will be evaluated during technical evaluation, if found ok then vendor will become approved vendor for the same tender.
- 4. The cells supplied against purchase order shall be tested as per the test protocol mentioned above in (A).

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1	1	ITEM: MULTI CRYSTALLINE SOLAR CELL 5 BUS BAR (PERC)
	L	THE SOLAR CELL 5 BUS RAP (PEDC)
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# (B) For unapproved vendor:

- 1. The vendor shall supply sample lot of minimum 200 cells meeting the specification mentioned in Annexure-i along with the bid submission.
- 2. The sample cells will be checked at CEL as per the test protocol mentioned above in (A).
- The sample cells will be evaluated during technical evaluation, if found ok then vendor will become approved vendor for the same tender.
- 4. The cells supplied against purchase order shall be tested as per the test protocol mentioned above in (A).

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20	SOLAR PHOTOVOLTAIC PRODUCTION
(GEL)	TECHNICAL SPECIFICATION
	ITEM: MULTI CRYSTALLINE SOLAR CELL 5 BUS BAR (PERC)

Annexure-IV

			Annexure-IV
5i.No (as mentioned in Annexure)	Tender spedfication	Supplier compliance (Kindly fill YES/NO only)	Deviated specification offered by vendor (in case compliance in column 3 is marked as NO)
Annexure-I			
(page 1 of 8)	Dimension : 157 x 157 mm ± 0.25 mm	İ	
1 <u>1</u>	Coll efficiency: 219.6%		
3	Cell Thickness: 200± 20 microns		!
5.1	Shift in printing of the fingers along the whole length of cell: ≤0.25 mm		
3.1	for all the cell sides	i	<u> </u>
5.2	Radial shift in printed fingers : ≤ 1°		
5	Bow: ≤ 1.5 mm		
7.1	Peel strength ; ≥ 1 N		
7.2.1	All five bus bars should have a width 0.8±0.2 mm.		<del> </del>
7.2.2	All five bus bars, should have a width 1.5± 0.3 mm.		
9.0	All cells should be free from the following defects:		
8.1	Chipping -V shape, edge chip, corner chips.		!
8,2	Micro cracks, pin holes and other cracks.		
8.3	Discontinuity of metal printing lines.		
8.4	Colour variation between the cells.		1
Annexure II (	page 3 of 8)  Only cell manufacturers and their authorized representatives are eligible to submit quotations. The authorized representatives to attach proof of authorization duly signed by the supplier. Bids received from the traders shall be rejected.		
2	Supplier shall confirm that the modules manufactured using the supplier's cells conform to IEC 61215/IS14286, 61730 & 62804		

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3a	If defective cells are less than 3%, all such cells shall be replaced, free of cost.	
3ъ	If defective cells are more than 3% then the whole lot shall be rejected.	
3с	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.	
3d	In case lot is accepted during sample check, but during production cells are found defective, those cells shall be replaced by the supplier.	*

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Annexure-V

## TESTREPORT

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

S. No.	DESCRIPTION	SPECIFIED VALUE	OBSERVED VALUE
1	CELL SIZE	157 X 157 мм ± 0.25 мм	
2	CELL EFFICIENCY	≥19.6%	
3	Tinckness	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	OK, ≥IN	
	STRENGTH		†
9	FRONT BUS BAR	$0.8 \pm 0.2  \text{MM}$	
10	BACK BUS BAR	$1.5 \pm 0.3  \text{MM}$	
11	CHIPPING V SHAPE, EDGE	NIL	
	CHP, CORNER CHIP,	(	
	MICRO CRACKS, PINHOLES,	NIL ·	
i	CRACKS		j .
-	METAL PRINT LINE	NIL	
	DISCONTINUITY		1
12	PASTE SPOT	NIL	<u> </u>
13	TEMPERATURE	AS PER VENDOR SPECS	
.	COEFFICIENTS(VOLTAGE,	1	1
	CURRENT AND POWER)		7.

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.	<b>Terms of Price:</b> 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.	<b>Delivery schedule</b> : 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 of credit with 45 days usance from the AWB/Bill of Lading. LC charges of opener's bank would be borne by opener and LC charges of beneficiary's bank would be borne by the 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 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.
9.	<b>Inspection:</b> 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.	<b>Price variation Clause:</b> 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.	<b>Price reduction for delayed delivery</b> : 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.	<b>Determination of Lowest quoting bidder:</b> The lowest quoting bidder would be decided on the basis of lowest landing cost of items to CEL.
14.	<b>Splitting of tender quantity in two or more bidders:</b> 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 will 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.

- 16. 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 (AS PER 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 **16-10-2020** 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/0700/8237/2020
- b. Name of the item:
- c. Due Date: 16-10-2020
- d. Nature of Bid : Technical & Commercial (TWO PACKET).

Office of the Assistant General Manager,

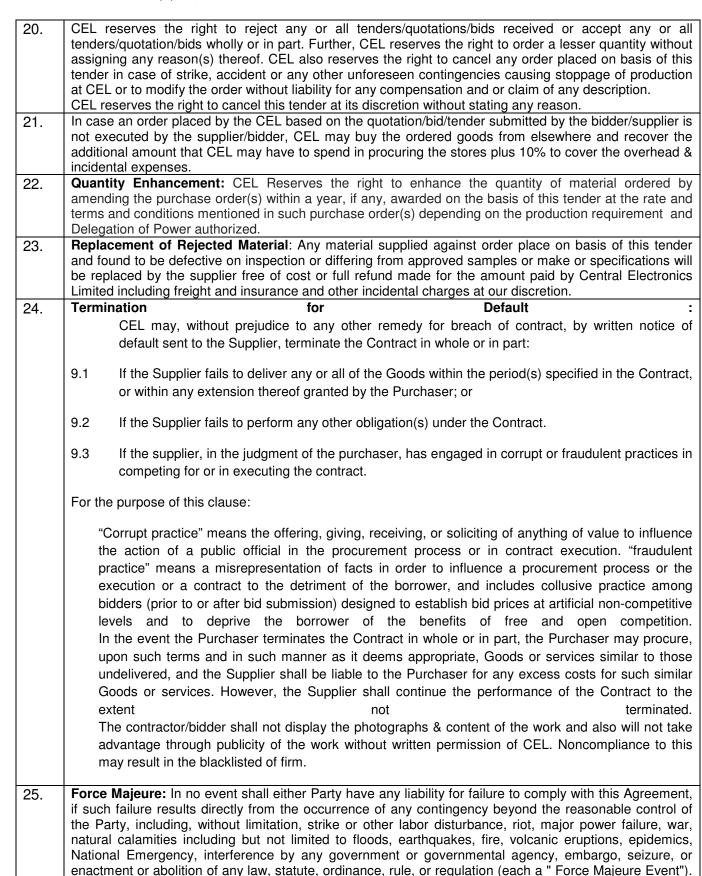
**Materials Management Division** 

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 expenses. Bid. if thev desire SO. at their own 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



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 (<a href="www.celindia.co.in">www.celindia.co.in</a>).
- 28. Dispute Resolution- Interse Ministries and its Departments/ Subordinate Offices/ Attached Offices and Autonomous and Statutory Bodies: In case the bidder is a Ministry or its Departments/ Subordinate Offices/ Attached Offices and Autonomous and Statutory Body, then any dispute arising out of this tender, between such bidder and CEL, shall be resolved as per Administrative Mechanism for Resolution of Disputes (AMRD) in accordance with OM No. 334774/DoLA/AMRD/2019 dated 30-03-2020 issued by Ministry of Law & Justice

### **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
- 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: Within 45 days from the date of consignment note/LWB/ AWB/ Bill of Lading.

**Option 2:** Letter of credit with 45 days usance from the date of 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. **Price variation Clause:** Price variation clause will be applicable for the unit rate in PO to take care of market trend in Solar Cell price.

The unit price in PO will be varied with respect to the variations of reference price. The reference price will be average price of Multi Cell Price as per www.pvinsights.com, displayed under the heading "Solar PV Cell Weekly Spot Price". The unit rate in PO will be allowed to vary (increase/ decrease) for each lot of supply, in the ratio of 1:1 for variations (increase/ decrease) in reference price between date for the invoice and date of the opening of technical bid. For example: If there is a change in average price of 'Multi Cell price' by 2% between the rates on date of the opening of technical bid and that on date of invoice as per www.pvinsights.com, the unit price in PO (price/ No) will be changed by 2%.

Note: Fluctuations in currency exchange will not make any effect in the price variation clause.

- 7. Calculation of Landing Cost: The landing cost of the bidder will be calculated by adding the components such as below:
  - **a.** Freight: If the quotation is on Terms other than "FOR CEL", the loading of 3 % of basic value for air freight and 2 % of basic value for Sea freight will be added.
  - **b. Insurance:** @ 0.60% 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 @ 14.9 % 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.
- 9. For New/ unapproved bidders, the purchase order may be awarded as per section B of Annexure-III under Annexure-A.
- 10. Restrictions under rule 144 (xi) on General Financial Rules (GFRs), 2017 order F. No. 6/18/2019-PPD dated 23rd July 2020 shall may apply.

- i. Any a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under:
  - a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

## Explanation—

"Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

11. Undertaking on Bidder's Letterhead: Bidders have to submit an undertaking on their letterhead mentioning below statement:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

# <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 inform	nation		
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	email id
and mobile no	
I/We accept that CEL may send SMS and/or email regarding this tender/any other tender, award of	contract,
purchase order(s) and/or any other information on any/all mobile nos. mentioned in this vendor data sl	neet.

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

Tender Document: C-2(b)/RC/0700/8237/2020	

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/0700/8237/2020 dated 01-10-2020

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/0700/8237/2020

# Bidder Name: Two packet

Validate
Print
Help
Lem Wise BoQ

Tender Inviting Authority: ASST. GENERAL MANAGER, MATERIALS MANAGEMENT DIVISION

Name of Work: Supply of Multi-crystalline Solar Cells, PERC (5 Bus Bar), Size 157x157mm+-0.25mm Efficiency:> 19.6 %

Contract No: C-2(b)/RC/0700/8237/2020

Name of the Bidder/ Bidding Firm /

ompany :									
This BOQ te	mplate must not be modified/replaced by the bidder and the s	ame should b	e uploaded a		PRICE SCHEDULE levent columns, el	se the bidder is	lable to be r	ejected for this tender. Bidders are	allowed to enter the Bidder Name and Values on
SI. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	FOR CEL SAHIBABAD (IN Rs.) OR FOB NEAREST AIRPORT/ SEAPORT	GST IN PERCENTAGE	GST IN RUPEES	TOTAL AMOUNT, It will be converted based on colourn L value in Rs. P	TOTAL AMOUNT In Words
1	Supply of Multi-crystalline Solar Cells, PERC (5 Bus Bar), Size 157x157mm+-0.25mm Efficiency:> 19.6 %	1500000	NOS	USD			0	0.00	USD Zero Only
otal in Figures								0.00	Zero Only

- 1. The price has ONLY to be filled in the EXCEL SHEET uploaded along with the tender document.
- 2. TECHNICAL BIDS with filled RATES in technical documents, is liable to be rejected.
- 3. In case of any deviation from the tender's terms and conditions, the bid is liable to be rejected.
- 4. IN CASE OF ANY DEVIATION/ TEMPERING WITH BOQ, THE BID IS LIABLE TO BE REJECTED.