

CENTRAL ELECTRONICS LIMITED
(A Public Sector Enterprise)



TENDER DOCUMENT

for the

“Supply of Solar PV Ribbon, width: 5 mm thickness: 0.30mm +- 0.01 mm”

Tender notice no. C-2(b)/RC/0700/8255/2021 dated 22-01-2021

Asst. General Manager (Materials)
Materials Management Division
Central Electronics Limited,
4, Industrial Area, Saur Urja Marg, Sahibabad – 201 010 (UP) INDIA
Tel. No. 0091-120-2895145 Fax No. 0091-120-2895148
Email: mmd@celindia.co.in Website: www.celindia.co.in



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

CENTRAL ELECTRONICS LIMITED

(A Public Sector Enterprise)
4, Industrial Area, Saur Urja Marg, Sahibabad – 201 010 (UP) INDIA
Tel. No. 0091-120-2895145 Fax No. 0091-120-2895148
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TENDER NOTICE

Tender notice no. C-2(b)/RC/0700/8255/2021

22-01-2021

Central Electronics Limited invites online bids (Technical & Financial) from eligible approved bidders which are valid for a minimum period of 90 days from the date of opening (i.e., 05-02-2021) for “Supply of Solar PV Ribbon, width: 5 mm thickness: 0.30mm +/- 0.01 mm”

Scope of Work	“Supply of Solar PV Ribbon, width: 5 mm thickness: 0.30mm +/- 0.01 mm”
Earnest Money Deposit	Rs. 13500/-

Interested parties may view and submit the tender document containing the detailed terms & conditions, free of cost from the website <http://etenders.gov.in/>

or <http://www.celindia.co.in>

Please see important dates and Eligibility Criteria as per Annexure-1.

For **CENTRAL ELECTRONICS LIMITED**

Sd-

Asst. General Manager (Materials)
Materials Management Division

Annexure-1

Important Dates

Tender Reference No.	C-2(b)/RC/0700/8255/2021
Name of Organization	Central Electronics Limited
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Packet System	TWO PACKET SYSTEM
Tender Category (Services/Goods/works)	Goods
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/Sell)	Supply
Payment Mode (Online/Offline)	Offline
Date of Issue/Publishing	22-01-2021 (12:00 Hours IST)
Document Download/Sale Start Date	22-01-2021 (12:00 Hours IST)
Document Download/Sale End Date	05-02-2021 (15:00 Hours IST)
Bid submission Start Date	22-01-2021 (16:00 Hours IST)
Last Date and Time for Submission of Bids	05-02-2021 (14:00 Hours IST)
Date and Time of Opening of Bids	05-02-2021 (15:00 Hours IST)

Pre-Qualification/Eligibility Criteria:

1. Detailed criteria as per 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.

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

TENDER DOCUMENT for Tender notice no. C-2(b)/RC/0700/8255/2021**Important Instructions: -**

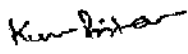

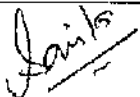
Important Instructions:


1.	The following documents/Annexure are part of tender document:	
	i.	Tender notice along with Annexure
	ii.	Details of item, BOM, specifications, etc. Annexure -A
	iii.	Standard terms & conditions (GCC) Annexure B
	iv.	Special Terms & Conditions Annexure C
	v.	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.	Quotations shall be liable to be rejected if there is/are any deviation(s) from the specifications.	
3.	Escalation in price, deviation from delivery schedule, terms and conditions will not be permitted in your quotation. Statutory Taxes & Duties should be shown separately from the price.	
4.	Bidder who is Micro & Small Enterprise should enclose copy of valid Certificate of Registration 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 to avail benefits under the “Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012”.	
5.	Catalogue, literature, specification details should accompany the quotation. Incomplete quotations are liable to be rejected.	
6.	Quotation should be submitted online as per instructions given in tender.	
7.	Any deviations whether technical specifications or commercial terms and condition stated anywhere in the bid shall not be taken into account and may render the bid non-responsible and liable to be rejected.	
8.	Vendor Data should be submitted in the Format for submission of Vendor Data as per Annexure D.	
9.	Quotation should be submitted in TWO PACKET SYSTEM as per instructions in Annexure-C.	
10.	In case of any ambiguity between any terms given in Standard Terms & Conditions (GCC) at Annexure B and Special Terms and Conditions at Annexure C, the terms given in Special Terms & Conditions at Annexure C and Annexure A will prevail and override those at Annexure B.	
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 of bidder who mentions deviation in price bid would be rejected and such bidder may be barred/blacklisted for participation in future tenders.	
12.	Tender/Quotation/Bid should be submitted in online mode. Last date of receiving of tenders/quotations is 05-02-2021 up to 14:00 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 <div><div>i.</div><div>Earnest Money Deposit demand draft or TT acknowledgement or document(s) for exemption from submission of EMD.</div></div> <div><div>ii.</div><div>Filled up Format for Submission of Vendor Data as per format at Annexure D.</div></div> <div><div>iii.</div><div>Copy of GST registration, Excise Registration, PAN Card, Income Tax Return of last 3 financial years</div></div> <div><div>iv.</div><div>Signed and Stamped tender document as a compliance of terms and conditions of tender</div></div> <div><div>v.</div><div>Tender acceptance letter as per format at Annexure E.</div></div> <div><div>vi.</div><div>Compliance of Eligibility criteria as per Annexure-A along with documentary proof.</div></div> Part-B <div><div>i.</div><div>Financial Bid and online to Annexure ‘F’</div></div> <div>Price Bid as per As per Annexure ‘F’ as asked in the relevant columns.</div> <div>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.</div>	

	CENTRAL ELECTRONICS LIMITED
	SOLAR PHOTOVOLTAIC PRODUCTION
	TECHNICAL SPECIFICATION
ITEM: PV RIBBON(5.00mm) STRING INTERCONNECT	

ANNEXURE-I




1. Width: 5.00 mm \pm 0.05 mm.
2. Bare copper thickness: 0.3 mm \pm 0.01 mm.
3. Ribbon Thickness after coating: 0.335 \pm 0.015mm
4. Base Material: High conductive Annealed ETP Copper ~ 99.9 Cu
5. Resistance: The resistance of the PV ribbon shall not be more than 15 ohm/km at 20 °C.
6. Lead-Tin composition: The coating consisting of 60% tin and 40% lead on each side of the end strip shall be minimum 15-20 microns.
7. Continuity of coating: The coating on the strip should be uniform and continuous.
8. Camber: camber shall be less than 1.50 mm per 300 mm in length when the solder coated band is allowed to lay itself out the reel.
9. Shelf life: Minimum 12 months at 40° C from date of shipment.
10. Packing:
 - a. 5.0 kgs per 10-S spool. Variation in packing of PV ribbon by weight should be within \pm 10 % of range mentioned.
 - b. Spools should be shrink wrapped or vacuum packed and to be packed in cardboard boxes with EP foam inserts. Consignment must be palletized or packed in metal/wooden Boxes along with P. O. details.
11. Finish: The ribbon should be smooth and uniform. Any branch or streak of exposed copper is not acceptable.


Prepared By	Checked By	Approved By	Item : PV Ribbon (5.0)
			Item No. : 07
			BOM No. : 1 to 5
			Revision : 01
			Date : 19.01.2021
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	CENTRAL ELECTRONICS LIMITED
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ITEM: PV RIBBON(5.00mm) STRING INTERCONNECT	

ANNEXURE II**ELIGIBILITY CRITERIA FOR TIN COATED PV RIBBON (WIDTH 5.0MM)**

1. Only original manufacturers or their authorized representatives with their valid authorization letter from original manufacturers are eligible to submit quotations.
2. Supplier should have supplied at least worth order for 40% of the tender quantity of similar type of material to solar module manufacturers in India/Abroad during the past two years i.e. FY 2018-19 & 2019-20. Proof of the same must be enclosed (such as AWB or B/L or LR copy) along with the bid.
3. Technically qualified unapproved vendor should submit their samples minimum 5kgs of PV Ribbon as per CEL specifications for approval at their own landed cost at CEL Sahibabad, U.P. India.

Prepared By	Checked By	Approved By	Item : PV Ribbon (5.0) Item No. : 07 BOM No. : 1 to 5 Revision : 02 Date : 19.01.2021 Page 2 of 5
			

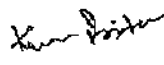

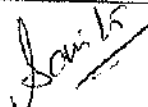
	CENTRAL ELECTRONICS LIMITED
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ANNEXURE – III**TEST PROCEDURE FOR TIN PLATED PV RIBBON (WIDTH 5.00 mm)****(A) For approved vendors:**

1. Supplier shall submit their test /inspection report on the parameters mentioned in the technical specification sheet (S.No. 1 to 9) of Annexure-IV along with each consignment.
2. Solderability and uniformity of the tin-lead coating shall be checked as per IS-9567-1980.
3. Bend Test: The test shall be conducted as per IS-9567 -1980. Material shall withstand a minimum of 10 bends before failure/break. One bend consists of bending the piece through an angle of 90° and then returning it to its original vertical position.
4. The PV ribbon reel shall be rejected, if it does not conform to the quality as specified in technical specifications (S.No. 1 to 9) of Annexure - I.

(B) For unapproved vendor:

1. The vendor shall supply sample lot of minimum 5 kgs of PV Ribbon meeting the specification mentioned in Annexure I.
2. The sample PV Ribbon will be checked at CEL as per the test protocol mentioned above in (A).
3. If the sample lot is approved by the production and QC department, then the vendor will become the approved supplier of PV Ribbon.
4. Subsequent to approval, purchase department shall place order for the balance quantity of PV Ribbon in compliance with the tender conditions.
5. The PV Ribbon supplied against purchase order shall be tested as per the test protocol mentioned above in (A)

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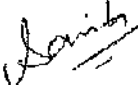
	CENTRAL ELECTRONICS LIMITED
	SOLAR PHOTOVOLTAIC PRODUCTION
	TECHNICAL SPECIFICATION
ITEM: PV RIBBON(5.00mm) STRING INTERCONNECT	

ANNEXURE-IV

TEST REPORT

Product	Solar PV Ribbon (5mm)
P.O. No. / Dated	
Quantity	

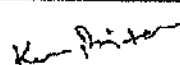

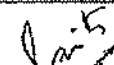
S.No.	Description	Specification	Observed Value
1	Width	5.0 mm \pm 0.05 mm	
2	Bare Copper Thickness	0.3 mm \pm 0.01 mm	
3	Ribbon Thickness after coating	0.335 \pm 0.015mm	
4	Base Material	High conductive annealed ETP Copper ~ 99.9 Cu	
5	Resistance / Km	15 Ohm at 20° C	
6	Coating Composition/Thickness	Sn : Pb = 60:40 / minimum 15-20 microns on each side	
7	Camber	1.5 mm per 300 mm in length	
8	Material Finish	Bright & Smooth	
9	Shelf life	Minimum 12 month at 40°C from date of shipment	
10	Surface finish	Smooth and uniform	

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ITEM: PV RIBBON(5.00mm) STRING INTERCONNECT	

ANNEXURE-V

Sl. No. (as mentioned in Annexure-I)	Tender Specification	Supplier compliance (Kindly fill YES/NO only)	Deviated specification offered by vendor (In case compliance in column 3 is marked as NO)
1	Width: 5.00 mm \pm 0.05		
2	Bare copper thickness : 0.3 \pm 0.01mm		
3	Ribbon Thickness after coating: 0.335 \pm 0.015mm		
4	Base material: High conductive Annealed ETP Copper ~ 99.9 Cu		
5	Resistance: shall not be more than 15 Ohm/Km at 20 ^o C		
6	Coating composition /Thickness: Sn : Pb = 60:40/ minimum 15-20 microns on each side		
7	Continuity of coating: Should be uniform and continuous.		
8	Camber: camber shall be less than 1.50mm per 300 mm in length		
9	Shelf life: Minimum 12 months at 40 ^o C from date of shipment		
11	Finish: The ribbon should be smooth and uniform		

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Annexure- B**Standard terms and conditions:**

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

1.	Original Manufacturer	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 and Annexure A. Unloading charges at CEL will be borne by CEL only in the case of FOR CEL.
3.	Deviation Clause	No Deviation from Specifications, Terms & Conditions of the tender is allowed. Quotations having deviation from our specifications, standard terms & conditions would be liable to be rejected.
4.	Export Licensing	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.	Indian Agent	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 and Annexure A.
8.	Payment terms	Option 1: Within 45 days from the consignment note/LWB. Option 2: Letter of credit with 45 days usance from the consignment note/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 for foreign bidder. All charges to beneficiary account for Indian 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 liable to be rejected.
9.	Pre-dispatch Inspection/ Inspection Clause	Inspection will be done by CEL representative. CEL shall have free access to the supplier's works during testing and final inspection. Vendor shall inform 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 (also through Third Party) 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 and Annexure A).
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 and Annexure A).
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 @ 1% of the total order value per week or part thereof subject to maximum of 5% of the total order value based on the LD Policy of CEL.
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.	Calculation of the Landing Cost	<p>The landing cost of the bidder will be calculated by adding the components such as below:</p> <ol style="list-style-type: none"> Freight: If the quotation is on Terms other than "FOR CEL", the loading of freight will be taken as 3% of the basic cost. Insurance: @ 1.125% of the basic cost Duties and Taxes: as per the actual Loading charges: On the deviations from CEL's standard Terms and conditions, a loading of 3% will be calculated on the basic cost. Local transit charges: In case of Import items, local charges will be taken as per actual/ 3%, whichever is lower.
15.	Splitting of tender quantity in two or more bidders	<p>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 split of quantity:</p> <p>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 quantity will be split between L1 approved vendors and L3 approved vendors.</p> <p>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.</p>
16.	NEW UNAPPROVED VENDOR POLICY /	<p>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:-</p> <ol style="list-style-type: none"> The bidder should be either the 1st lowest quoting bidder or 2nd lowest quoting or 3rd lowest quoting bidder. 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. The bidder must fill up the vendor registration form and follows the vendor approval procedure. The maximum quantity to be divided between the unapproved bidders would be 10% of the total tendered quantity. Supply from unapproved bidders who are awarded purchase/work order would be taken only after approval of samples, wherever applicable.

		<p>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.</p> <p>However to develop new vendors, a perpetually open EOI is also uploaded on our website and CPP with detailed specifications.</p>
17.	Corrections/ Alterations in bid	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).
18.	Earnest money deposit (EMD)	<p>EMD amount of Rs. 13500/- (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:</p> <p>Beneficiary Name: Central Electronics Limited Beneficiary Account Number/IBAN: 87761250000014 Beneficiary Bank SWIFT Address/BIC: SYNBINBB161 Beneficiary Bank IFSC Code: SYNB0008776 Beneficiary Bank Name: Syndicate Bank Beneficiary Bank Address: Sahibabad Branch, CEL Complex, Plot No. 1, Site 4, Sahibabad 201010, U.P., INDIA</p> <p>The EMD (after deduction of bank charges, if any) of unsuccessful bidder will be refunded within one month of finalization of tender.</p> <p>Exemption from submission of EMD: The following type of bidders are exempted from submission of EMD subject to submission of relevant documents mentioned herein:</p> <ol style="list-style-type: none"> 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. Approved vendors of CEL are exempted from the EMD. Approved vendors are those who have supplied the stores successfully to CEL in the past three years.
19.	Security Deposit	<p>All the successful bidders have to submit the Security Deposit of amount equal to 2% of the purchase order value within 15 days of award of PO.</p> <p>The vendors who have submitted the Earnest money Deposit, the said amount will be adjusted against the above said Security Deposit.</p> <p>The said security deposit will be refunded after two months of successful Completion of Purchase order.</p> <p>Not applicable in this tender</p>
20.	Submission of Tender	<p>Tender/Quotation/Bid should be submitted in online mode. Last date of receiving of tenders/quotations is 05-02-2021 up to 14:00 hrs IST. The following are to be submitted in your quotation duly signed and stamped on all pages:</p> <p>Part A and inline to Pre-Qualification Criteria</p> <ol style="list-style-type: none"> Filled up Format for Submission of Vendor Data as per format at Annexure D. Data sheet/catalogue clearly showing that the offered material is meeting the specifications given in the tender. Tender acceptance letter as per format at Annexure E. Original Signed and stamped tender document (photocopy document is liable to be rejected). Compliance of Eligibility criteria as per Annexure-A along with documentary proof.

		<p>Part B: (Financial Bid) and inline to Annexure 'F' :</p> <p>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.</p> <p>Submission of Tender Documents a. Tender notice no. C-2(b)/RC/0700/8255/2021 b. Name of the item: c. Due Date: 05.02.2021 d. Nature of Bid (To be mention on Cover 1 and Cover 2 only): Technical / Commercial. The postal address for submitting the tender is</p>
21.	Opening of Tenders	<p>Technical bid will be opened on 05-02-2021 at 15:00 Hrs (IST). Note 1: The bidders or their authorized representatives may also be present during the opening of the Technical Bid, if they 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 and will be intimated to technically qualified bidders.</p>
22.	Rejection of bids	<p>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.</p>
23.	Risk and Cost	<p>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 at the risk and cost of the supplier and recover the additional amount that CEL may have to spend in procuring the stores plus 15% to cover the overhead & incidental expenses.</p> <p>Also, in case of default of service, if the amount of recovery is not sufficient to recover the cost and risk from the party against the PO, the differential amount, will be recovered or to be set off from any kind of outstanding from any other contract or Purchase order awarded to the vendor.</p>
24.	Quantity Enhancement	<p>CEL Reserves the right to enhance the quantity by 50% of purchase order quantity by amending the purchase order(s) within a year at the same rate, terms and conditions.</p>
25.	Replacement of Rejected Material	<p>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.</p>
26.	Termination for Default	<p>CEL may terminate the contract in whole or in part for the following reasons:</p> <ol style="list-style-type: none"> 1. If the supplier/ contractor fails to deliver any or all of the goods within the period(s) specified in the contract/ purchase order, or within the extension time granted by CEL. 2. If the supplier/ contractor fails to perform any other obligation(s) under the contract/ purchase order.

		<p>3. If the supplier/ contractor has engaged in corrupt/ fraudulent practices in completing/ executing the work assigned to him.</p> <p>CEL may, without prejudice to any other right or remedy available to it, by a three days notice in writing, cancel the contract as a whole or in part in default of the contract. CEL shall have the right to carry out the incomplete work by any means at the risk and cost of the contractor.</p> <p>In addition to rights to forfeiture of PBG and application of LD charges, on the cancellation of the contract in full or in part, CEL shall determine what amount, if any, is recoverable from the contractor for completion of the work or part of the works or in case the works or part of works is not to be completed, the loss or damage suffered by CEL. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's material taken over and incorporated in work assigned as per the purchase order.</p> <p>"Corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution.</p> <p>"Fraudulent practices" a misinterpretation of facts in order to influence the action of a public official in the procurement process or in contract execution and includes collusive bidding among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels to hamper free and open competition.</p>
27.	Force Majeure	<p>Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances i.e. Flood, Fire, Earth Quake and other acts of God as well as War, Military Operation, blockade, Act or Actions of State Authorities that have arisen after signing of the present contract. Party invoking this clause shall serve notice of seven days along with the proof of occurrence of the force majeure event to the opposite party. At the time of cessation of such force majeure event a notice of the same shall also be served to the opposite party.</p> <p>In such circumstances, upon a written approval of CEL, the time stipulated for the performance of an obligation under the present contract will stand extended correspondingly for the period of time of action of these circumstances and their consequences. However, any such extension shall be given only if extension is granted by the ultimate buyer/ user. Parties at all times take reasonable steps within their respective powers and consistent with good operation practices (but without incurring unreasonable additional costs) to:</p> <ol style="list-style-type: none"> Prevent Force Majeure Events affecting the performance of the Company's obligations under this agreement; Mitigate the affect of any Force Majeure Event; and Comply with its obligations under this agreement. <p>Further if the period of Force Majeure event extends beyond three months* the parties may consider the foreclosure of the agreement.</p> <p>* Period of three months may vary at the discretion of CEL as per the validity period of the contract.</p>
28.	Performance Bank Guarantee	<p>The supplier shall provide Performance Bank Guarantee (PBG) equivalent to 10 % of the purchase order value valid for (Delivery Period + Warrantee/ AMC Period + Three Months Claim Period).</p> <p>Any delay in submission of SD/ PBG shall be deemed as accruing financial benefit to the supplier and CEL may take necessary interest penalty recovery action from the payments due to the supplier for the period of delay.</p> <p>However, this provision does not blind CEL in any way from proceeding against the supplier (including forfeiture of EMD, cancellation of the empanelment/ LOA, etc) for non compliance of the SD/ PBG. Not applicable in this tender</p>

29.	Technical clarifications	Bidders desiring any technical clarification may contact Asst. General Manager, MMD, Central Electronics Limited, 4, Industrial Area, Sahibabad – 201010 Phone no. 0120-2895145 Fax: 0120-2895148 email: mmd@celindia.co.in.
30.	Arbitration	<p>Arbitration for Indigenous bidders:</p> <p>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.</p> <p>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.</p> <p>All disputes relating to this agreement shall be subject to jurisdiction of the courts at Delhi only.</p> <p>Arbitration for Foreign bidders:</p> <p>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.</p> <p>The arbitration proceedings shall be conducted as per rules and procedures of Delhi High Court International Arbitration Centre. The place of arbitration shall be Delhi and language of such arbitration proceedings shall be in English.</p> <p>All disputes relating to this agreement shall be subject to jurisdiction of the courts at Delhi only.</p> <p>All the terms and conditions mentioned in the tender must be accepted otherwise bid may liable to rejected.</p>
31.	Ambiguity	In case of any ambiguity in the terms and conditions mentioned here-above and Annexure-A of the tender, clause defined in Annexure-A and Annexure C shall supersede.
32.	Policy of banning	CEL reserves the right to ban the business dealings of the supplier/contractor/ bidder as per CEL's "Policy on banning business dealings" available on CEL website (www.celindia.co.in).
33.	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.
34.	Restrictions clause	<p>Restrictions under rule 144 (xi) on General Financial Rules (GFRs), 2017 order F. No. 6/18/2019-PPD dated 23rd July 2020 shall apply.</p> <ul style="list-style-type: none"> 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: - <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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. <p>Explanation—</p> <p>"Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;</p>
35.	Undertaking	<p>Undertaking on Bidder's Letterhead: Bidders have to submit an undertaking on their letterhead mentioning below statement:</p> <p>"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."</p>

Annexure-C

SPECIAL TERMS & CONDITIONS

1.	All the Standard Terms and conditions of the tender will be applicable unless mentioned in Annexure-A.
2.	All the terms and conditions of Annexure A will supersede the Standard Terms and conditions, if applicable.
3.	Eligibility Criteria: As per Annexure-A
4.	Terms of Price: The terms of Price would be FOR CEL, Sahibabad or FOB International Airport/ Seaport. Unloading charges at CEL will be borne by CEL only in the case of FOR CEL.
5.	Evaluation Criteria: As per Annexure-A
6.	Delivery Schedule: As per the CEL's requirement in staggered lots up to 31-08-2021 as per CEL's requirement. Kindly quote earliest delivery date /Dispatch lead time in Price bid format.
8.	Security Deposit: Not applicable in this tender
9.	Performance Bank Guarantee: Not applicable in this tender
10.	Price Variation clause: not applicable in the tender.

ANNEXURE – D**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 information			
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 information	
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	
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 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 sheet.

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 ACCEPTANCE LETTER
(To be given on Company Letter Head)

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

Reference: Tender No: **C-2(b)/RC/0700/8255/2021** dated 22-01-2021

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: “ _____ ”

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 from Page No. _____ to _____ (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/ organisation 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:

Price Bid FormatTender Inviting Authority: **Asst. General Manager (Materials)**Name of Work: **Supply of Solar PV Ribbon**Tender No: **C-2(b)/RC/0700/8255/2021 dated 22-01-2021**

Bidder Name :

(Please fill all columns, Incomplete price bids would be rejected)

Validate		Print		Help		Item Rate BoQ	
Tender Inviting Authority: Asst. General manager							
Name of Work: "Supply of Solar PV Ribbon, width: 5 mm thickness: 0.30mm +/- 0.01 mm"							
Contract No: C-2(b)/RC/0700/8255/2021							
Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	GST in Percentage	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	14	54	55
1.01	"Supply of Solar PV Ribbon, width: 5 mm thickness: 0.30mm +/- 0.01 mm"	1000	KG			0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words						INR Zero Only	

GST =..... %.

Please mention percentage of excise duty and sales tax whichever is applicableLead Time for supply=days*

Note: The offer should clearly indicate units and rates. Prices should be submitted on FOR CEL, Sahibabad. The quotations submitted with basis of price other than the above are liable to be rejected.

Instructions for Online Bid Submission

(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://etenders.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
