

CENTRAL ELECTRONICS LIMITED
(A Public Sector Enterprise)



TENDER DOCUMENT

for the

**“Supply of Multi-crystalline Solar Cells,
(5 Bus Bar), Size 156.75x156.75mm+-0.25mm or 157x157mm+-
0.25mm Wattage: $\geq 4.70\text{wp}$ ”**

Tender notice no. C-2(b)/RC/0700/8272/2021 dated 13-04-2021

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-TN/03(01)

CENTRAL ELECTRONICS LIMITED

(A Public Sector Enterprise)

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TENDER NOTICE

Tender notice no. C-2(b)/RC/0700/8272/2021

13-04-2021

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., 27-04-2021) for "Supply of Multi-crystalline Solar Cells, (5 Bus Bar), Size 156.75x156.75mm+-0.25mm or 157x157mm+- 0.25mm Wattage: \geq 4.70wp"

Scope of Work	"Supply of Multi-crystalline Solar Cells, (5 Bus Bar), Size 156.75x156.75mm+-0.25mm or 157x157mm+- 0.25mm Wattage: \geq 4.70wp"
Earnest Money Deposit	NIL
Quantity	10,00,000 Nos.

Interested parties may view and download 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 at 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/0700/8272/2021
Name of Organization	Central Electronics Limited
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/works)	Goods
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/Sell)	Buy
Packet System	TWO PACKET SYSTEM
Payment Mode (Online/Offline)	Offline
Date of Issue/Publishing	13-04-2021 (15:00 Hours IST)
Document Download/Sale Start Date	13-04-2021 (15:00 Hours IST)
Document Download/Sale End Date	27-04-2021 (12:00 Hours IST)
Bid submission Start Date	13-04-2021 (15:00 Hours IST)
Last Date and Time for Submission of Bids	27-04-2021 (14:00 Hours IST)
Date and Time of Opening of Bids	27-04-2021 (15:00 Hours IST)

Pre-Qualification/Eligibility Criteria:

Pre-Qualification Criteria:

1. 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/0700/8272/2021**Important Instructions: -**

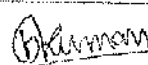
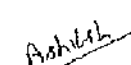

1.	The following documents/Annexure are part of tender document:	
	i.	Tender notice along with Annexures (eligibility criteria)
	ii.	Details of item, specifications, etc. Annexure A
	iii.	Standard terms & conditions (GCC) Annexure B
	iv.	Special Terms & Conditions Annexure C
	v.	Format for submission 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 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.	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 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.	<p>Tender/Quotation/Bid should be submitted in Online mode on www.etenders.gov.in. Last date of receiving of tenders/quotations is as per Document Control Sheet. 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> <ul style="list-style-type: none"> 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. <p>Part B: (Financial Bid) and inline to Annexure 'F' :</p> <ul style="list-style-type: none"> ➤ Price Bid as per As per Annexure 'F' as asked in the relevant columns. 	

Annexure-A

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

Annexure-I




1. Dimension : 156.75 x 156.75 mm ± 0.25 mm or 157 x 157 mm ± 0.25 mm
2. Wattage : ≥ 4.70 Wp
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: $\leq 1^\circ$
6. Bow : ≤ 1.5 mm
7. Metallization
 - 7.1 Easily solderable having good adhesion/peel strength of ≥ 1 N.
 - 7.2 Metallization
 - 7.2.1 Front – Silver bus bar width of 0.8 ± 0.2 mm.
 - 7.2.2 Back – Silver bus bar width of 1.5 ± 0.3 mm and Aluminum BSF.
 - 7.2.3 Number of bus bars five (Front & Back).
8. 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.
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 above.

PREPARED BY	CHECKED BY	APPROVED BY	ITEM : SOLAR CELL
			ITEM NO : 1
			BOM NO : 15
			REVISION: 00
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	CENTRAL ELECTRONICS LIMITED
	SOLAR PHOTOVOLTAIC PRODUCTION
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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.
- 10.2. Manufacturer name, Cell type, lot number, wattage/efficiency, quantity, month of manufacture to be identified on each primary packing. Total quantity of cells in each carton and plywood box to be displayed.
- 10.3. CEL Purchase Order (PO) Number and item description to be mentioned on the outer sealed plywood boxes.

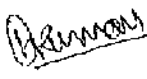


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Annexure-II

Eligibility Criteria:

1. Only original manufacturers or their authorized representatives with their valid authorization letter from original manufacturers are eligible to submit quotations.
2. 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.
3. The supplier must meet the conditions mentioned in Annexure-I.
4. The vendor must fill in all the details of Annexure IV. Incomplete or unclear details filled therein, shall make the bid liable for rejection.
5. Vendor should have a minimum of 30 MW/annum in-house multi crystalline solar cells manufacturing capacity.
6. CEL reserves the right to inspect the material before dispatch at manufacturer's works (Pre-dispatch inspection) and/or any NABL/MNRE/other accredited lab to check compliance of solar cells to tendered specification.

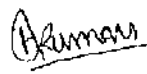
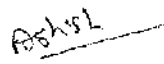
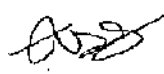
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Annexure III

TEST PROTOCOL**(A) For approved vendor:**

1. 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 (Sl 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 Sl. 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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(B) For unapproved vendor:

1. The vendor shall supply sample lot of minimum 200 cells meeting the specification mentioned in Annexure I.
2. The sample cells will be checked at CEL as per the test protocol mentioned above in (A).
3. 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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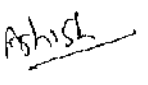

Annexure-IV

Sl.No (as mentioned in Annexure)	Tender specification	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 7)			
1	Dimension : 156.75 x 156.75 \pm 0.25 mm or 157 x 157 mm \pm 0.25 mm		
2	Cell Wattage : \geq 4.70 Wp		
3	Cell Thickness : 200 \pm 20 microns		
4	Front side: Uniform silicon Nitride (SiN) Anti-reflection coating		
5.1	Shift in printing of the fingers along the whole length of cell : \leq 0.25 mm for all the cell sides		
5.2	Radial shift in printed fingers : \leq 1°		
6	Bow : \leq 1.5 mm		
7.1	Peel strength : \geq 1 N		
7.2.1	All five bus bars should have a width 0.8 \pm 0.2 mm.		
7.2.2	All five bus bars should have a width 1.5 \pm 0.3 mm.		
8.0	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.		
Annexure II (page 3 of 7)			
1	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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Annexure III (page 4 of 7)			
3a	If defective cells are less than 3%, all such cells shall be replaced, free of cost.		
3b	If defective cells are more than 3% then the whole lot shall be rejected.		
3c	<p>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.</p> <p>In case, the above is not met, the lot of cells shall be rejected. The entire lot shall be replaced by the supplier.</p>		
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

TEST REPORT

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

S. No.	DESCRIPTION	SPECIFIED VALUE	OBSERVED VALUE
1	CELL SIZE	156.75 x 156.75 \pm 0.25 MM OR 157 x 157 MM \pm 0.25 MM	
2	CELL WATTAGE	\geq 4.70 WP	
3	THICKNESS	200 \pm 20 MICRON	
4	ARC COATING	UNIFORM OK	
5	PRINT SHIFT FRONT	\leq 0.25 MM	
6	PRINT SHIFT FRONT TO BACK	\leq 0.25 MM	
7	BOW	\leq 1.5 MM	
8	SOLDERABILITY & PEEL STRENGTH	OK, \geq 1 N	
9	FRONT BUS BAR	0.8 \pm 0.2 MM	
10	BACK BUS BAR	1.5 \pm 0.3 MM	
11	CHIPPING V SHAPE, EDGE CHIP, CORNER CHIP,	NIL	
	MICRO CRACKS, PINHOLES, CRACKS	NIL	
	METAL PRINT LINE DISCONTINUITY	NIL	
12	PASTE SPOT	NIL	
13	TEMPERATURE COEFFICIENTS (VOLTAGE, CURRENT AND POWER)	AS PER VENDOR SPECS	

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

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

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

	<p>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>
15.	<p>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:-</p> <ul style="list-style-type: none"> 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. <p>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.</p>
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.	<p>Earnest money deposit (EMD): EMD amount of NIL (and also in tender notice) must be submitted through demand draft/RTGS/NEFT/TT/SWIFT favoring Central Electronics Limited. The demand draft must be valid for three months and should be payable at Delhi. The EMD amount must be submitted on or before the due date of opening of quotations. No interest shall be payable on the EMD. The details of CEL's bank account for RTGS/NEFT of EMD amount are as below:</p> <p>Beneficiary Name: Central Electronics Limited Beneficiary Account Number/IBAN: 87761250000014 Beneficiary Bank SWIFT Address/BIC: CNRB0018776 Beneficiary Bank Name: Canara 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. The earnest money of successful bidder would be converted into security deposit</p>

	<p>and would be returned (after deduction of bank charges, if any) to the bidder after two months of successful completion of order.</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> <p>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.</p> <p>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).</p>
18.	<p>Tender/Quotation/Bid should be submitted in Online mode. Last date of receiving of tenders/quotations is 27-04-2021 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 and acceptance of Annexure-I, II, III, IV and V is a must and any bid without compliance will be liable to be rejected. <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.</p> <p>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>Details of tender:</p> <ol style="list-style-type: none"> Tender notice no. C-2(b)/RC/0700/8272/2021 Name of the item: Due Date: 27-04-2021 Nature of Bid : Technical & Commercial (TWO PACKET). <p>Office of the Asst. General Manager, Materials Management Division Central Electronics Limited, 4, Industrial Area, Saur Urja Marg, Sahibabad – 201010 (U.P) INDIA</p>
19.	<p>Opening of Tenders: Technical bid will be opened on as per document control sheet.</p> <p>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.</p> <p>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</p>

20.	CEL reserves the right to reject any or all tenders/quotations/bids received or accept any or all tenders/quotation/bids wholly or in part. Further, CEL reserves the right to order a lesser quantity without assigning any reason(s) thereof. CEL also reserves the right to cancel any order placed on basis of this tender in case of strike, accident or any other unforeseen contingencies causing stoppage of production at CEL or to modify the order without liability for any compensation and or claim of any description. CEL reserves the right to cancel this tender at its discretion without stating any reason.
21.	In case an order placed by the CEL based on the quotation/bid/tender submitted by the bidder/supplier is not executed by the supplier/bidder, CEL may buy the ordered goods from elsewhere and recover the additional amount that CEL may have to spend in procuring the stores plus 10% to cover the overhead & incidental expenses.
22.	Quantity Enhancement: CEL Reserves the right to enhance the quantity of material ordered by 50% to 100% by amending the purchase order(s) within a year, if any, awarded on the basis of this tender at the rate and terms and conditions mentioned in such purchase order(s).
23.	Replacement of Rejected Material: Any material supplied against order place on basis of this tender and found to be defective on inspection or differing from approved samples or make or specifications will be replaced by the supplier free of cost or full refund made for the amount paid by Central Electronics Limited including freight and insurance and other incidental charges at our discretion.
24.	<p>Termination for Default :</p> <p>CEL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:</p> <p>9.1 If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or</p> <p>9.2 If the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>9.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>For the purpose of this clause:</p> <p>“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution or a contract to the detriment of the borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.</p> <p>The contractor/bidder shall not display the photographs & content of the work and also will not take advantage through publicity of the work without written permission of CEL. Noncompliance to this may result in the blacklisted of firm.</p>
25.	Force Majeure: In no event shall either Party have any liability for failure to comply with this Agreement, if such failure results directly from the occurrence of any contingency beyond the reasonable control of the Party, including, without limitation, strike or other labor disturbance, riot, major power failure, war, natural calamities including but not limited to floods, earthquakes, fire, volcanic eruptions, epidemics, National Emergency, interference by any government or governmental agency, embargo, seizure, or enactment or abolition of any law, statute, ordinance, rule, or regulation (each a " Force Majeure Event"). In the event that either Party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the Party who has been so affected shall as soon as may be, after coming to know of the Force Majeure Event, inform the other Party and shall take reasonable steps to resume performance as

	<p>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.</p>
26.	<p>Arbitration: 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 placed of arbitration shall be Delhi and language of such ar2bitration 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>
27.	<p>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.</p>
28.	<p>CEL reserves the right to ban the business dealings of the supplier/ bidder as per CEL's "Policy on banning business dealings" available on CEL website (www.celindia.co.in).</p>
29.	<p>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</p>

30.	<p>Restrictions under rule 144 (xi) on General Financial Rules (GFRs), 2017 order F. No. 6/18/2019-PPD dated 23rd July 2020 & subsequent office memorandums 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>
31.	<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>

SPECIAL TERMS & CONDITIONS

1.	<p>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.</p> <p>The quotations submitted with terms of price other than the above are liable to be rejected.</p>
2.	<p>Delivery Schedule: As per the CEL's requirement in staggered lots up to 31-07-2021. Kindly quote earliest delivery date /Dispatch lead time in Price bid format.</p>
3.	<p>Payment terms:</p> <p>Option 1: Within 45 days from the DATE OF RECEIPT OF MATERIAL IN CEL.</p> <p>Option 2: Letter of credit with 45 days usance from the consignment note/LWB/ AWB.</p> <p>LC charges of opener's bank would be borne by opener and LC charges of beneficiary's bank would be borne by the beneficiary in case of foreign bidders.</p> <p>All charges to the account of beneficiary, in case of indigenous bidders.</p> <p>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</p> <p>Please tick V either option 1 or option 2. If no option is selected then option 1 would be considered.</p> <p>Quotation with payment terms other than these 2 options will be rejected.</p>
4.	<p>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.</p>
5.	<p>This tender is on Fixed Price basis. Hence, there is no price variation clause in the tender.</p>
6.	<p>Calculation of Landing Cost: 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 3 % of basic value for air freight and 2 % of basic value for Sea freight will be added. Insurance: @ 1.125% of the basic cost Duties and Taxes: as per the actual Loading charges: will be taken as 3% for any other deviation Local transit charges: In case of Import items, local charges will be taken as 3%. Anti-dumping duty/ Safe guard Duty will be loaded for calculation of landing cost as per government order.
7.	<p>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.</p>

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

Reference: Tender No: **C-2(b)/RC/0700/8272/2021** dated 13-04-2021
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: Supply of Multi-crystalline Solar Cells, (5 Bus Bar), Cell efficiency: min. 4.68 watt 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:

Price Bid Format as per BOQ

Tender no.: C-2(b)/RC/0700/8272/2021

Bidder Name: **Two packet**

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 #	TEXT #	NUMBER #	NUMBER	NUMBER	TEXT	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	Basic price	GST IN PERCENTAGE	GST IN RUPEES	TERMS OF PRICE (FOR CEL SAHIBABAD OR FOB NEAREST AIRPORT/ SEAPORT)	TOTAL AMOUNT, It will be converted based on column L value in Rs. P	TOTAL AMOUNT In Words
1	Supply of Multi-crystalline Solar Cells, (5 Bus Bar), Size 156.75x156.75mm+-0.25mm or 157x157mm+-0.25mm Wattage> 4.70wp	1000000.00	NOS	USD			0		0.00	USD Zero Only
Total in Figures									0.00	Zero Only

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.

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