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



## CENTRALELECTRONICSLIMITED

(A Public Sector Enterprise)
4, Industrial Area, Saur Urja Marg, Sahibabad–201010(UP)INDIA
Tel.No.0091-120-2895144 FaxNo.0091-120-2895148
Email: mmd@celindia.co.in Website: www.celindia.co.in

## **ENQUIRY/TENDER**

Enquiry/ Tender no.:07/8286/2021

**Enquiry Date: 09-08-2021** 

Due Submission date: 16-08-2021, 11:00

**Hours** 

Tender open date: 16-08-2021, 15:00 Hours

Dear Sir,

Central Electronics Limited invites ONLINE bids from eligible bidders which are valid for a minimum period of 90 days from the date of opening (i.e. 09-08-2021) for following items.

S. No.	Item No	Item Description	Unit of Measure	Quantity
1	RM-SPV-1112	Solar Cells Fixation Tape, width: 10 mm +/- 0.2 mm	Rolls	500

- 1. Terms of Price: FOR CEL Sahibabad.
- 2. Delivery schedule: As per requirements of CEL or up to 31-03-2022.

Note: Offline Quotation should contain the price bid as per Annexure-A, Terms and Conditions Annexure-B, Specification as per Annexure-C, Vendor Data Form as per Annexure-D enquiry Acceptance letter as per Annexure-E, in offline mode as per requisite details on below portal.

Please send your quotation in ONLINE mode only.

Regards,

Tarun Jain Assistant Technical Manager Materials Management Division

Annexure-	Δ
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## **Price Bid Format**

## PRICE BID AS PER BOQ ATTACHED

Note:

This is a Limited tender only for approved vendor and in case, a new vendor wishes to participate in the similar type of tender, they can enrol themselves by submitting their credentials and relevant documents through Vendor Registration Process mentioned on our website at <a href="https://www.celindia.co.in.">www.celindia.co.in.</a>

# Annexure 'B'

# **TERMS AND CONDITIONS**

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
3.	No Deviation from Specifications, Terms & Conditions of the tender/ enquiry 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 (Not applicable in this tender).
5.	In a tender/ enquiry 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/ enquiry. 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/ enquiry. Agent quoting on behalf of OEM /Principal shall submit valid authorization certificate along with their offer (Not applicable in this tender).
6.	<b>Taxes</b> : Taxes on Goods/Services in accordance to HSN/SAC Codes of the items are to be clearly mentioned, if any.
7.	<b>Delivery schedule</b> : In staggered lots, up to 31-03-2022.
8.	<b>Inspection:</b> 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 the purchase 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.
9.	<b>Price variation Clause:</b> Price variation will not be permitted and quotations having Price variation clause will be rejected. (This clause will be superseded by Price Variation Clause, if any incorporated by CEL only).
10.	<b>Price reduction for delayed delivery</b> : In the event of delay in affecting the delivery within agreed period, a reduction in the price shall be levied @ 0.5% of the total order value per week or part thereof subject to maximum of 5% of the total order value.
11.	Validity of offer: The quotation/tender/ enquiry/bid submitted by the bidder/supplier shall be valid for a minimum period of 90 days from date of opening of bid.
12.	<b>Determination of Lowest quoting bidder:</b> The lowest quoting bidder would be decided on the basis of lowest landing cost of items to CEL.

13. **Splitting of tender/ enquiry quantity in two or more bidders:** CEL reserve the right to split the quantity and award on two or more vendors as per the production / project requirement. The following norms would be adopted in case of spilt of quantity:

If the lowest quoting vendor is an approved vendor and the second lowest and third lowest bidders are also approved vendors to CEL 100% of tender/ enquiry 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.

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/ enquiry quantity as given in above paragraph.

#### 14. 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 tender/ enquiry. However, the quotation of such bidders would be evaluated based on the eligibility criteria defined in the tender/ enquiry. If the bidders satisfies the eligibility criteria and meets the specifications and terms and conditions given in the tender/ enquiry then that bidder may be awarded with purchase order/work order of maximum 10% of the tender/ enquiry quantity in order to develop that bidder as a vendor to CEL for participation in future tender/ enquiry subject to the following conditions: -

- a) The bidder should be either the 1st lowest quoting bidder or 2nd lowest quoting or 3rd lowest quoting bidder.
- b) The bidder should agree to supply the tender/ enquiry 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 tender/ enquiry 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/ enquiry is not possible, purchase/work order would be placed on lowest eligible & technically qualified vendor only.

However to develop new vendors, prospective bidders can enrol themselves through vendor registration process.

15. **Earnest money amount of** in the form of demand draft favouring **Central Electronics Limited** and payable at New Delhi, and valid for 3 months to be submitted along with tender documents. No interest shall be payable on the earnest money deposited by bidder/ renderers. The earnest money may be deposited through NEFT/RTGS/ TT/SWIFT into CEL's account with Syndicate Bank. The details of account are as below:

Beneficiary Name: Central Electronics Limited Beneficiary Account Number/IBAN: 87761250000014 Beneficiary Bank SWIFT Address/BIC: SYNBINBB161 Beneficiary Bank Name: Syndicate Bank
Beneficiary Bank Address: Sahibabad Branch, CEL Complex, Plot No. 1, Site 4,
Sahibabad 201010 INDIA

Note: - The earnest money (after deduction of bank charges, if any) of unsuccessful bidder / renderers will be refunded within one month of finalization of tender. The earnest money of successful bidder would be converted into security deposit and would be returned (after deduction of bank charges, if any) to the bidder after 2 months of successful completion of work.

Bidders who are wishing to pay EMD through DD are required to send original DD. Original DD should be in sealed cover super-scribing the tender notice no., name of the item and due date should be delivered at the Office of the Asstt. General Manager, Materials Management Division, Central Electronics Limited, 4, Industrial Area, Saur Urja Marg, Sahibabad – 201010 (U.P), INDIA on or before due date.

Kindly submit your bid in offline mode only. Only original DD will be accepted in hard copy.

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

a) Micro & Small Enterprise registered with DIC or KVIC or KVIB or Coir Board or NSIC or DHH or any other body specified by Ministry of Micro, Small and Medium Enterprises, Govt. of India. A copy of valid registration certificate should be submitted with technical bid of quotation.

(Not Applicable in this tender / Enquiry).

- 16. Any corrections/alterations in the tender/ enquiry/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/ enquiry(s).
- 17. Submission of Quotations:

Bid should be submitted OFFLINE on/before due date mentioned in Enquiry page.

The postal address for any communication related to this enquiry is:

Office of the Asst. General Manager, Materials Management Division Central Electronics Limited, 4, Industrial Area, Saur Urja Marg, Sahibabad – 201010 (U.P) INDIA

- 18. **Opening of Tender/ enquiry**: Bids will be opened as per Enquiry mentioned in Enquiry first page.
- 19. CEL reserves the right to reject any or all tender/ enquiry/quotations/bids received or accept any or all tender/ enquiry/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/ enquiry 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.
- 20. In case an order placed by the CEL based on the quotation/bid/tender/ enquiry 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.

- 21. **Quantity Enhancement:** CEL Reserves the right to enhance the quantity of material ordered by up to 50% by amending the purchase order(s) within a year, if any, awarded on the basis of this tender/ enquiry at the rate and terms and conditions mentioned in such purchase order(s).
- 22. **Replacement of Rejected Material**: Any material supplied against order place on basis of this tender/ enquiry 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.

#### 23. **Termination for Default:**

CEL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

- 9.1 If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
- 9.2 If the Supplier fails to perform any other obligation(s) under the Contract.
- 9.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution or a contract to the detriment of the borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition.

In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or services. However, the Supplier shall continue the performance of the Contract to the extent not terminated. 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.

24. **Force Majeure:** In no event shall either Party have any liability for failure to comply with this Agreement, if such failure results directly from the occurrence of any contingency beyond the reasonable control of the Party, including, without limitation, strike or other labor disturbance, riot, major power failure, war, natural calamities including but not limited to floods, earthquakes, fire, volcanic eruptions, epidemics, National Emergency, interference by any government or governmental agency, embargo, seizure, or enactment or abolition of any law, statute, ordinance, rule, or regulation (each a "Force Majeure Event"). In the event that either Party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the Party who has been so affected shall as soon as may be, after coming to know of the Force Majeure Event, inform the other Party and shall take reasonable steps to resume performance as soon as may be after the cessation of the Force Majeure Event. If the period of non-performance 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.

#### 25. **Arbitration**:

#### (a) For Indigenous Bidders

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

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

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

#### (b) For Foreign Bidders

All the disputes, difference controversies/difference of opinions, breach and violation arising from or related to this agreement between the parties, then the same shall be resolved by mutual discussion/ 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 Delhi High Court International Arbitration Centre, New Delhi. The cost of arbitration shall be shared equally between the parties.

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

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

- 26. 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).
- 27. **DISPUTE RESOLUTION CLAUSE-** In case the bidder is a Ministry or its departments/subordinate offices/attached offices or an autonomous or a 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

## **Specifications**



# CENTRAL ELECTRONICS LIMITED SOLAR PHOTOVOLTAIC PRODUCTION TECHNICAL SPECIFICATION ITEM: SOLAR CELL FIXATION TAPE

Annexure-I

# Solar cell fixation tape width 10mm

1. Adhesive Type

: Acrylic

2. Backing

: polyester

3. Total thickness

: ≥ 50 microns

4. Width

: 10 mm ± 0.20 mm

5. Colour

: Transparent

6. Elongation

: 100%

7. Adhesion to steel

 $: \ge 0.5 \text{ N} / 10 \text{ mm}$ 

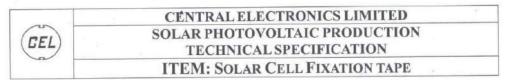
8. Tensile strength at break point : 40 N / 10 mm

- 9. Supplier shall submit their report as per Annexure-II.
- 10. The minimum shelf life of the tape should be 15 months from the date of shipment.

Length of tape in one roll should be specified by the vendor. Preferably one roll=50 mtrs.

PREPARED BY	CHECKED BY	APPROVED BY	ITEM: FIXATION TAPE
I KEPAKED DI	CILCINO II		ITEM NO : 10
		1 -	BOM NO :1 TO 7
Herman.	0 2/2/5/	158	REVISION:03
Mary	Ash Daman	-080	DATE :30.07.2021
	0)		PAGE 1 OF 2

#### 582/2021/GM-SPVP



## Annexure-II

#### **Test Report**

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

S. No.	DESCRIPTION	SPECIFICATION	OBSERVED VALUE
1	ADHESIVE TAPE	ACRYLIC	
2	BACKING	POLYESTER	
3	TOTAL THICKNESS	≥ 50 MICRONS	
4	WIDTH	10 MM ± 0.20 MM	
5	COLOR	TRANSPARENT	
6	ADHESION TO STEEL	≥ 0.5N/10 MM	
7	TENSILE STRENGTH AT BREAK	40N/10 MM	

PREPARED BY	CHECKED BY	APPROVED BY	ITEM: FIXATION TAPE
			ITEM NO : 10
Λ.		1.0	BOM NO :1 TO 7
(Harman	a dist	-	REVISION:03
	Ash Aluma		DATE :30.07.2021
	01-		PAGE 2 OF 2

## 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/ enquiry	
	Designation	
	Date of Birth	
	Phone/Mobile no.	
	Fax No.	
	Email id	
7.0	Sales Tax related inform	nation
7.1	GSTN No	
7.2	Annual Turnover	
7.3	Sales Tax Exemption No. (if any)	
8.0	Income Tax related info	ırmation

8.1	PAN No.	
8.2	PAN reference no. (in case PAN applied for)	
8.3	PAN Status (in case PAN applied for)	
9.	Registration No. with Directorate of Industries	
10.	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)
11.	Is MSE/SSI is ST/SC?	Yes / No (please enclose relevant certificate as proof)
12.0	Bank related information	on
12.1	Bank name	
12.2	Branch name	
12.3	Bank address	
12.4	Bank phone no.	
12.5	Bank fax no.	
12.6	Bank MICR Code (9 digit)	
12.7	RTGS-IFC Code	
12.8	Account type	
12.9	Account no.	
12.10	Swift Code	

Correspondence with respect to this tender/ enquiry may be address to Mr/Ms	at emai
id and mobile no	

I/We accept that CEL may send SMS and/or email regarding this tender/ enquiry/any other tender/ enquiry, 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/Authorized Person

Seal of the company/concern

# Annexure 'E'

# **ENQUIRY ACCEPTANCE LETTER**

(To be given on Company Letter Head)

To,	Date:
The General Manager Materials Management Division Central Electronics Limited 4-Industrial Area Sahibabad -201010, (U.P) India	
Indent No:	
Name of Item:	
Subject: Acceptance of Terms and conditions of Tender/ enquiry / Enquiry.	
Dear Sir,	
1. I/ We have downloaded / obtained the tender/ enquiry document(s) for the abo enquiry/Work/Enquiry ' from the web site(s) / mail namely:	ve mentioned 'Tender/
enquity, work, Enquity from the web site(3), main numery.	
as per your advertisement, given in the above mentioned website(s) / mail .	
2. I / We hereby certify that I / we have read the entire terms and conditions of the tenderom Page No. to (including all documents like annexure(s), schedule(s), etc.,), which for agreement and I / we shall abide hereby by the terms / conditions / clauses contained the same of the conditions is a schedule of the conditions of the tenderom of the conditions is a schedule of the conditions of the tenderom of the condition of the conditions of the condition of t	orm part of the contract
3. The corrigendum(s) issued from time to time by your department/ organization too had consideration, while submitting this acceptance letter.	ave also been taken into
4. I / We hereby unconditionally accept the tender/ enquiry conditions of above mer document(s) /corrigendum(s) in its totality / entirety.	ntioned tender/ enquiry
5. In case any provisions of this tender/ enquiry are found violated, then your departr without prejudice to any other right or remedy be at liberty to reject this tender/ er forfeiture of the full said earnest money deposit absolutely.	
(Signature of the B	Yours Faithfully, idder, with Official Seal)