

# **CENTRAL ELECTRONICS LIMITED**

(A Public Sector Enterprise)



## **TENDER DOCUMENT**

for

**“Supply of SOLAR PV RIBBON, WIDTH : 5.0 MM”**

Tender Notice No. **C-2(b)/RC/0700/8292/2021** dated **30-10-2021**

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



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**e-TENDER NOTICE**

**Tender Notice No. C-2(b)/RC/0700/8292/2021**

**Date: 30-10-2021**

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. 13-11-2021) for **“Supply of SOLAR PV RIBBON, WIDTH : 5.0 MM”**

<b>Scope of Work</b>	<b>“Supply of SOLAR PV RIBBON, WIDTH : 5.0 MM”</b>
<b>Bid security declaration</b>	<b>As per Annexure-G</b>

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

Please see document control Sheet at Annexure -1.

**Note:**

1. Any downloading from the website is at the sole risk and responsibility of the user. CEL will not be responsible for delay/difficulty/inaccessibility of downloading facility for any reason what so ever.
2. Corrigendum/ addendum to this tender if any, will be uploaded in website mentioned above. This may kindly be noted by the bidders/prospective bidders.
3. CEL reserves the right to reject any or all the tenders, in part or full without assigning any reason thereof.

For **CENTRAL ELECTRONICS LIMITED**

Sd-

**General Manager (Materials)**

**Materials Management Division**

**Document Control Sheet& Important Dates**

Tender Reference No.	<b>C-2(b)/RC/0700/8292/2021</b>
Name of Organization	Central Electronics Limited
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN- TWO PACKET SYSTEM
Tender Category (Services/Goods/works)	Goods
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/Sell)	Supply
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Others
Re-bid submission allowed (Yes/No)	Yes
Is Offline Submission Allowed (Yes/No)	No
Withdrawal Allowed (Yes/No)	Yes
Is Multi Currency Allowed	Yes
Payment Mode (Online/Offline)	Offline/Online
Date of Issue/Publishing	30-10-2021 (12:00 Hrs)
Document Download/Sale Start Date	30-10-2021 (12:00 Hrs)
Bid submission Start Date	30-10-2021 (12:00 Hrs)
Last Date and Time for Submission of Bids	13-11-2021 (14:00 Hrs)
Date and Time of Opening of Bids	13-11-2021 (15:00 Hrs)

**INSTRUCTIONS TO BIDDERS:**

The bidders must read all specifications, terms and conditions of tender carefully. Refusing to supply after award of order would be considered as breach of trust and causing harm to CEL.

Bidders who are not approved in CEL must apply for registration with Vendor Development Section of Materials Management Division. The details for Vendor Registration and the Vendor Registration Form is available on CEL's website [www.celindia.co.in](http://www.celindia.co.in).

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.

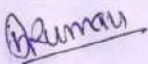
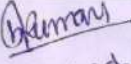

**Pre-Qualification:**

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

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

**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 last two financial years . Proof of the same must be enclosed (such as AWB or B/L or LR copy) along with the bid.

<b>Prepared By</b>	<b>Checked By</b>	<b>Approved By</b>	<b>Item : PV Ribbon (5.0)</b>
	 Ashish		<b>Item No. : 07</b>
			<b>BOM No. : 1 to 5</b>
			<b>Revision : 03</b>
			<b>Date : 12.10.2021</b>
			<b>Page 2 of 5</b>


**TENDER DOCUMENT for Tender Notice No. C-2(b)/RC/0700/8292/2021****Important Instructions: -**

1.	The following documents/Annexure are part of tender document:	
	i.	Tender notice along with Annexure-1, 2& 3 (eligibility criteria)
	ii.	Details of item, BOM, specifications, etc. Annexure A
	iii.	Standard Terms and conditions Annexure B
	iv.	Special terms and 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 Enterprises 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 BOQ format (refer Annexure -F) and as per instructions given in tender.	
7.	<b>Any deviations whether technical or commercial stated anywhere in the bid shall not be considered and may render the bid non-responsible and liable to be rejected.</b>	
8.	Vendor Data should be submitted in the <b>Format for submission of Vendor Data</b> as per Annexure D.	
9.	Quotation should be submitted in <b>TWO PACKET system</b> as per instructions in Annexure-B & 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 supersede 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.	



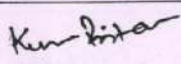

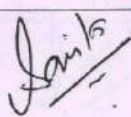
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	<b>TECHNICAL SPECIFICATION</b>
<b>ITEM: PV RIBBON(5.00mm) STRING INTERCONNECT</b>	


**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)
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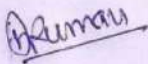
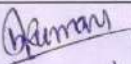

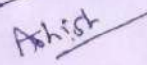
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**ANNEXURE II****ELIGIBILITY CRITERIA FOR TIN COATED PV RIBBON (WIDTH 5.0MM)**


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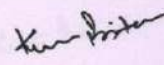


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**ANNEXURE – III****TEST PROCEDURE FOR TIN PLATED PV RIBBON (WIDTH 5.00 mm)****(A) For approved vendors:**

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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**ANNEXURE-IV****TEST REPORT**

<b>Product</b>	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	

Prepared By <i>Kem Prater</i>	Checked By <i>[Signature]</i>	Approved By <i>[Signature]</i>	Item : PV Ribbon (5.0)
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## 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 <sup>o</sup> 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 <sup>o</sup> C from date of shipment		
11	Finish: The ribbon should be smooth and uniform		

Prepared By	Checked By	Approved By	Item : PV Ribbon (5.0)
<i>K. Prasad</i>	<i>[Signature]</i>	<i>[Signature]</i>	Item No. : 07
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**Standard terms and conditions:**

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

1.	<b>CEL will prefers to get offers directly from the original manufacturers and prefer to deal directly with manufacturer.</b>
2.	<b>Terms of Price:</b> The terms of Price would be FOR CEL, Sahibabad unless specified otherwise in special terms & conditions of Annexure C.
3.	No Deviation from Specifications, Terms & Conditions of the tender is allowed. Quotations having deviation from our specifications, standard terms & conditions would be rejected.
4.	All requirements of export licensing, Govt. permissions or any other statutory clearance from the country of export as per regulations existing in the supplier's country shall be the responsibility of supplier, if required as per the terms of the purchase order.
5.	In a tender either the Indian agent on behalf of the foreign Principal/OEM or foreign Principal/OEM itself can bid but both cannot bid simultaneously in the same tender. If an agent submit bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender. Agent quoting on behalf of OEM /Principal shall submit valid authorization certificate along with their offer.
6.	<b>Taxes and duties:</b> The taxes and duties are to be clearly mentioned, if any.
7.	<b>Delivery schedule:</b> As per Special Terms and conditions of Annexure C.
8.	<b>Payment terms:</b> <b>Option 1:</b> Within 45 days from the date of receipt of material in CEL. <b>Option 2:</b> Letter of credit with 45 days usance from the consignment note/LWB/ AWB/BL. 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. All the LC charges will be borne by beneficiary in case of Indian bidder. 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.
9.	<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. (This clause will be superseded by Inspection clause, if any, in Annexure C).
10.	<b>Price variation Clause:</b> Price variation will not be permitted and quotations having Price variation clause will be rejected. (This clause will be superseded by Price Variation Clause, if any, in Annexure C).
11.	<b>Price reduction for delayed delivery:</b> In the event of delay in affecting the delivery within agreed period, a reduction in the price shall be levied @ 0.5% of the total order value per week or part thereof subject to maximum of 5% of the total order value.
12.	<b>Validity of offer:</b> The quotation/tender/bid submitted by the bidder/supplier shall be valid for a minimum period of 90 days from date of opening.
13.	<b>Determination of Lowest quoting bidder:</b> The lowest quoting bidder would be decided on the basis of lowest landing cost of items to CEL.
14.	<b>Splitting of tender quantity in two or more bidders:</b> CEL reserve the right to split the quantity and award on two or more vendors as per the production / project requirement. The following norms would be adopted in case of spilt of quantity:  If the lowest quoting vendor is an approved vendor and the second lowest and third lowest bidders are also approved vendors to CEL 100% of tender quantity would be split amongst the approved vendors

	<p>only. In case of split of quantity in two approved vendors, the same shall be applicable for lowest (L1) &amp; second lowest (L2) in the ratio of 70:30 at the rate &amp; 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 &gt; 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 &amp; 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 &amp; 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 &amp; 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><b>NEW / UNAPPROVED VENDOR POLICY:</b></p> <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"> <li>a) The bidder should be either the 1st lowest quoting bidder or 2nd lowest quoting or 3rd lowest quoting bidder.</li> <li>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.</li> <li>c) The bidder must fill up the vendor registration form and follows the vendor approval procedure.</li> <li>d) The maximum quantity to be divided between the unapproved bidders would be 10% of the total tendered quantity.</li> <li>e) Supply from unapproved bidders who are awarded purchase/work order would be taken only after approval of samples, wherever applicable.</li> <li>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 &amp; technically qualified vendor only.</li> </ol> <p>However to develop new vendors, a perpetually open <b>EOI No. C-2(b)/EOI/707/68/2015</b> is also uploaded on our website and CPP with detailed specifications.</p>
16.	<p>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).</p>
17.	<p>Earnest money deposit (EMD): EMD amount NIL mentioned in Annexure C (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 New 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  MICR CODE: 113502010  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 and would be returned (after deduction of bank charges, if any) to the bidder after two months of successful completion of order.</p> <p><b>Exemption from submission of EMD:</b> The following type of bidders are exempted from submission of EMD subject to submission of relevant documents mentioned herein:</p> <p>a) Micro &amp; 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><b>Submission of bid:</b> The tender should be submitted in two bid system. The technical and financial bids should be quoted separately and submitted online. These separate bids envelopes are to be put in online cover. The following documents are required to be Submitted online with duly signed and stamped on all pages:</p> <p><b>Cover 1: (Technical Bid) and inline to Pre-Qualification Criteria (Refer Pg No. 5).</b></p> <ol style="list-style-type: none"> <li>Bidders who are the approved vendors of CEL and supplied material to Stores, CEL in the last 3 years need to enclose a copy of Purchase Orders received from CEL.</li> <li>Earnest Money Deposit demand draft or RTGS receipt or the MSME/ NSIC/DIC registration certificate showing bidder as Micro or Small-scale industry.</li> <li>Filled up Format for Submission of Vendor Data</li> <li>Tender acceptance letter as per format.</li> <li>Compliance of Eligibility Criteria and Technical specifications</li> <li>Compliance of Standard Terms and conditions and Special terms and conditions.</li> </ol> <p><b>Cover 2: (Financial Bid) and inline to Annexure '2':</b></p> <p>➤ Price Bid as per as per Annexure 'A' 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.  <i>Submission of Tender Documents:</i>          All tender documents (Technical and Financial) should have to submitted online</p>
19.	<p><b>Opening of Tenders:</b> Quotations/bids/tenders will be opened on as per Annexure-1 at Materials Management Division, Central Electronics Limited, Sahibabad.          Price bid of only those bidders would be opened who qualify the technical bid. The date of price bid opening would be intimated to the eligible bidders (qualified in the technical evaluation) at least 1 day in advance.</p>
20.	<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>
21.	<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 and recover the additional amount that CEL may have to spend in procuring the stores plus 10% to cover the overhead &amp; incidental expenses.</p>
22.	<p><b>Quantity Enhancement:</b> 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 at the rate and terms and conditions mentioned in such purchase order(s).</p>

23.	<p><b>Replacement of Rejected Material:</b> 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>
24.	<p><b>Termination for Default:</b>                  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.</p> <p>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 &amp; 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.	<p><b>Force Majeure:</b> 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.</p> <p>Parties at all times take reasonable steps within their respective power's ad consistent with good operation practices (but without incurring unreasonable additional costs) to:</p> <p>a. Prevent Force Majeure Events affecting the performance of the Company's obligations under this agreement;</p> <p>b. Mitigate the affect of any Force Majeure Event; and</p> <p>c. Comply with its obligations under this agreement.</p> <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>

26.	<p><b>Arbitration:</b> 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 &amp; 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: 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 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>
27.	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.
28.	<b>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).</b>
29.	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 30-03-2021 issued by Ministry of Law & Justice

**SPECIAL TERMS & CONDITIONS**

1.	<b>Terms of price:</b> FOR CEL's store in SAHIBABAD (for indigenous bidders) and FOB Nearest Airport/ Seaport (for foreign bidder) The quotations submitted with terms of price other than the above are liable to be rejected. Unloading charges at CEL will be to CEL's account. Freight will be loaded extra as per clause no. 8 of Special terms and conditions.
2.	Delivery Schedule: As per the CEL's requirement in staggered lots up to 31-03-2022 as per CEL's requirement. Kindly quote earliest delivery date/Dispatch lead time in Price bid format.
3.	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.
4.	Price variation Clause: NOT APPLICABLE
5.	Opening of bids: Technical bids will be opened on 13-11-2021 at 15:00 Hrs. IST. Financial bids (price bids) of only those bidders would be opened who qualify the eligibility criteria and whose bids meet the technical and commercial parameters mentioned in the tender. Price bid opening date and time would be communicated to the qualifying bidders before the date of opening of price bids.
6.	Calculation of Landing Cost: The landing cost of the bidder will be calculated by adding the components such as below: <ul style="list-style-type: none"> <li>a. Freight : @3% by air and @ 2% by sea transit.</li> <li>b. Insurance: @ 1.125%</li> <li>c. Duties and Taxes: as per the actual</li> <li>d. Loading charges: @ 3%.</li> <li>e. Anti-dumping duty/ Safeguard Duty: extra at actuals, If applicable.</li> <li>f. Local transit charges @ 2%</li> </ul>
7.	Restrictions under rule 144 (xi) on General Financial Rules (GFRs), 2017 order F. No. 6/18/2019-PPD dated 23rd July 2020 and their subsequent amendments/ corrigendum/ memorandums, etc. shall be applicable. <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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"> <li>a. An entity incorporated, established or registered in such a country; or</li> <li>b. A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>d. An entity whose beneficial owner is situated in such a country; or</li> <li>e. An Indian (or other) agent of such an entity; or</li> <li>f. A natural person who is a citizen of such a country; or</li> <li>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</li> </ul> </li> </ul>

	<p>iv. The beneficial owner for the purpose of (iii) above will be as under:</p> <p>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>
8.	<p>Public Procurement (Preference to Make In India), Order 2017 dt. 28-05-2018 and DPE order No. DPE-7(4)2017-Fin-(Part-I) dt. 30-09-2020 and their subsequent amendments/ corrigendum/ memorandums, etc. shall be applicable.</p>
9.	<p>Compliance of Bid Security Declaration as per Annexure-G is must for all the bidders. Please send us your compliance of Annexure-G along with the technical bid.</p>
10.	<p>1. <i>Restrictions under rule 144 (xi) on General Financial Rules (GFRs), 2017 order F. No. 6/18/2019-PPD dated 23rd July 2020 and their subsequent amendments/ corrigendum/ memorandums, etc. shall be applicable.</i></p> <p><i>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.</i></p> <p><i>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 herein before, including any agency branch or office controlled by such person, participating in a procurement process.</i></p> <p><i>iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:</i></p> <p><i>a. An entity incorporated, established or registered in such a country; or</i></p> <p><i>b. A subsidiary of an entity incorporated, established or registered in such a country; or</i></p> <p><i>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</i></p> <p><i>d. An entity whose beneficial owner is situated in such a country; or</i></p> <p><i>e. An Indian (or other) agent of such an entity; or</i></p> <p><i>f. A natural person who is a citizen of such a country; or</i></p> <p><i>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</i></p> <p><i>iv. The beneficial owner for the purpose of (iii) above will be as under:</i></p> <p><i>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.</i></p> <p>2. <i>Public Procurement (Preference to Make In India), Order 2017 dt. 28-05-2018 and DPE order No. DPE-7(4)2017-Fin-(Part-I) dt. 30-09-2020 and their subsequent amendments/ corrigendum/ memorandums, etc. shall be applicable</i></p>



**Format for submission of Vendor Data**

1.	<b>Name of vendor</b>			
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	<b>Sales Tax related information</b>			
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	<b>Income Tax related information</b>	
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	<b>Excise duty related information</b>	
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 alongwith 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	<b>Bank related information</b>	
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

**Annexure-E**

**TENDERACCEPTANCELETTER**  
(To be given on Company Letter Head)

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

Reference: Tender No: C-2(b)/RC/0700/8292/2021 dated 30-10-2021  
Name of Tender / Work: Supply of SOLAR PV RIBBON, WIDTH : 5.0 MM

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 SOLAR PV RIBBON, WIDTH : 5.0 MM 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 Format**

Validate Print Help <b>Item Wise BoQ</b>										
Tender Inviting Authority: GENERAL MANAGER, MATERIALS MANAGEMENT DIVISION										
Name of Work: Supply of SOLAR PV RIBBON, WIDTH : 5.0 MM										
Contract No: C-2(b)/RC/0700/8292/2021										
Name of the Bidder/ Bidding Firm / Company :										
<b>PRICE SCHEDULE</b> (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	FOR CEL SAHIBABAD (IN Rs.) OR FOB NEAREST AIRPORT/ SEAPORT	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 SOLAR PV RIBBON, WIDTH : 5.0 MM	1000	KGS	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.

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



**FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY  
(To be submitted on the Bidder's Letter Head)**

I/We .....(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for .....(Insert Title of the Tender) (Tender No.....), thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the Tenders invited by Central Electronics Limited, for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

- a) If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- b) If after the award of work, I/We fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

Signature of the Tenderer with seal