

EOI No. C-2(b)/EOI/0704/380/2023

Dated: 12-04-2023

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



**INVITATION FOR
EXPRESSION OF INTEREST (EOI)**

for

**Outsourcing of Automated Solar PV Module
Manufacturing Plant with Manufacturing/Operation,
Maintenance, Marketing and Sell under, 'Make in
India Initiative'**

EOI No. C-2(b)/EOI/0704/380/2023 dated 12-04-2023

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

This invitation calling for expression of interest (EOI) consists of following Parts:

- i. **Part 1:** General Information & Eligibility Criteria
- ii. **Part 2:** Format for Submission of Response to EOI.
- iii. **Part 3:** Undertaking and Declaration by Bidder.
- iv. **Part 4:** General Guidelines and Terms & Conditions

N.B.

All the above Parts (1 to 4) shall be duly filled in, wherever required and signed by authorized representative of the bidder on each page and shall be submitted along with the specified documents on or before the last date indicated elsewhere.

Part 1: General Information & Eligibility Criteria

INTRODUCTION:

Central Electronics Limited (CEL) is a Central Public Sector Enterprise (CPSE) under the Department of Scientific & Industrial Research (DSIR), Ministry of Science & Technology which has pioneered Solar Photovoltaics in the country and has the distinction of having manufactured India's First Solar Cell in 1977 and India's First Solar Panel in 1978 and installed India's first solar power plant in 1992.

CEL was established in 1974 with the objective of taking technologies developed by the National Laboratories to the market and works closely with various national laboratories and institutions for a range of defense and industrial requirements. Besides Solar, CEL operates in three other business areas viz. Railway Safety and Signaling Systems, Defense Electronics and Security & Surveillance Systems.

CEL is located at a distance of approximately 01 km from Sahibabad Railway Station, 20 kms from New Delhi Railway station, 38 kms from Indira Gandhi International Airport, New Delhi and is well connected by road.

CEL has an Automated Solar PV Module Manufacturing Plant in its premises with an annual production capacity of 40 MWp in 3 shift operations. The Automated Solar PV Module Manufacturing has storage facility for approximately 12 MWp Solar PV Module. CEL intends to Outsource this Automated Solar PV Module Manufacturing Plant on "**As is Where is Basis**", to interested agencies under, 'Make in India Initiative'.

EXPRESSION OF INTEREST:

This EOI is to identify interested domestic vendors for outsourcing the Automated Solar PV Module Manufacturing Plant of annual capacity 40 MWp when operated in 3 shifts.

The Automated Solar PV Module Manufacturing Plant shall be outsourced for a total period 03 years (Initial period of 2 Years which would be extendable up to 1 year only as indicated in para 3 of Part 4 of this EOI) with Manufacturing/operation, maintenance, marketing and selling of the produced Solar PV Module within outsourcing terms and conditions, which shall be finalized at later stage and shared with the parties who respond to this EOI and are considered eligible.

CEL invites Expression of Interest (EOI) in the **prescribed formats (Part-2 & Part-3)**. Further details regarding this Expression of Interest (EOI) follow:

To outsource	Annual Production Capacity	Nature of outsource	Period
Automated Solar PV Module Manufacturing Plant located in the premises of CEL, Sahibabad on, 'As is Where is Basis'.	40 MWp in 3 shift operations	Manufacturing/ Operation, Maintenance, marketing and sell	Initial period of 2 Years which would be extendable up to 1 year only

PRE-QUALIFICATION CRITERIA:

#	Criteria	Documents to be submitted
1	The bidder should be an entity/ incorporated under Companies Act, 1956 or Companies Act, 2013 and further amendment (s), OR A registered partnership firm (registered under section 59 of the Partnership Act, 1932) OR A limited liability partnership (under the Limited Liability Partnership Act, 2002).	a. Copy of certificate of incorporation from Registrar of Companies. OR b. A Registered partnership deed OR c. A LLP registration certificate issued by registrar of companies d. In addition, PAN Card and GST Registration Certificate shall also be submitted.
2	Bidder must have an Average Annual Turnover of Rs. 12 Crores in any three consecutive financial years out of last four years i.e. FY 19-20, FY 20-21, FY 21-22 and FY 22-23.	Copies of the audited balance sheet and profit and loss account of any three consecutive financial years out of last four years i.e. FY 19-20, FY 20-21, FY 21-22 and FY 22-23. In case audited balance sheet of FY 22-23 is not available, then the provisional balance sheet of FY 22-23 duly signed by Chartered Accountant may be submitted.
3	The Bidder should not have been debarred/ black listed by CEL/ any Department under Ministry of Science & Technology and its name should not be in the list of debarred firms displayed by DoE, Central public procurement portal (CPPP) & GeM. In this regard an undertaking by the bidder shall be submitted on their letter head.	Undertaking as per the format attached to be submitted.

HOW TO APPLY:

Interested agencies desirous of taking the subject Automated Solar PV Module Manufacturing Plant on outsource basis from CEL, may submit their Expression of Interest online at www.etenders.gov.in along with specified documents and duly filled in enclosed "Part 2: Format for Submission of Response to EOI" and "Part 3: Undertaking and Declaration by Bidder".

Documents to be submitted with duly filled “Part 2 - Format for Submission of Response to EOI” and “Part 3: Undertaking and Declaration by Bidder”:

1. Certificate of Incorporation as may be applicable.
2. Copies of the audited balance sheet and profit and loss account of any three consecutive financial years out of last four years i.e. FY 19-20, FY 20-21, FY 21-22 and FY 22-23.
3. GST registration as may be applicable.
4. Pan Card copy.
5. Power of Attorney for authorized person.
6. Business details of the participant / applicant as prescribed in Part 2 along with documentary proof as applicable.
7. All documents submitted shall be duly self-certified by the participant as being true and authentic. Interest / Offer / Bid is liable to be rejected if documentation is not complete.
8. It may be noted that Eoi along with specified documents needs to be submitted online **ONLY**.

TIMELINE (Tentative):

#	Activity	Timeline
1	Floating of Eoi	12/04/2023
2	Visit of the bidders to the Automated Solar PV Module Manufacturing Plant at CEL premises and technical discussions. <i>(The bidder has to submit the request for the visit at least two days in advance through email to spv@celindia.co.in)</i>	Up to 22/04/2023
3	Clarification to Queries	26/04/2023
4	Last Date of Submission of Eoi & Opening of Eoi	01/05/2023
5	Evaluation of Response submitted against the Eoi.	04/05/2023
6	Floating of RFP/Tender by CEL	06/05/2023
7	Last Date of Submission of RFP/Tender	11/05/2023, 03:00 PM
8	Evaluation of Response submitted against the RFP/Tender.	11/05/2023
8	Auction among successful bidders	12/05/2023, 11:00 AM
9	Signing of Outsourcing Agreement between CEL and successful bidder	18/05/2023
10	Handing over Automated Solar PV Module Manufacturing Plant by CEL to the successful bidder.	31/05/2023

CONTACT DETAILS FOR QUERIES:

Sh. Ashis Kumar Sain
General Manager (SPV)
Central Electronics Limited,
4, Industrial Area, Saur Urja Marg,
Sahibabad–201010 (UP) INDIA
Tel.No.0120-2895126
Email: spv@celindia.co.in

Part 2: Format for Submission of Response to EOI

(On official letter head of the Bidder)

(To be submitted by the Bidder along with specified documents)

EOI for Outsourcing of Automated Solar PV Module Manufacturing Plant, with Manufacturing/Operation, Maintenance, Marketing and Sell under, 'Make in India Initiative'

Sl. No.	Description	Details
1	Name of the Bidder	
2.	Status (Company / Partnership Firm / LLP)	
2.1	GST No, as may be applicable	
2.2	PAN No.	
2.3	Nature of Business:	
	Name of the Product / Service	
	Actual Production / Service <i>Previous Financial Year</i>	
	Location and Address of Production / Service Facility	
	Production / Service Capacity per Annum <i>(Applicable for existing Solar PV Module Manufacturer)</i>	
3	Registered Address	
	Telephone No.	
	Mobile No.	

4	Communication Address	
	Telephone No.	
	Mobile No.	
5	CIN / UIN / etc.	
6	Average Annual Turnover in Rs. Crores in any three consecutive financial years out of last four years i.e. FY 19-20, FY 20-21, FY 21-22 and FY 22-23.	Figures:
		Words:
7	Details of the Person authorized to sign all documents including correspondence, etc.	
	Name of the Authorized Person	
	Designation	
	Telephone No.	
	Mobile No.	
	Email Id	
8	Any other relevant information	

For and on behalf of - _____

Date :

Signature:

Place :

(Authorized Representative)

Name:

Designation:

Part 3: Undertaking and Declaration by Bidder

(On official letter head of the Bidder)

EOI for Outsourcing of Automated Solar PV Module Manufacturing Plant with Manufacturing/ Operation, Maintenance, Marketing and Sell under, 'Make in India Initiative'

UNDERTAKING

We, the undersigned [insert name of the "Bidder"] having read, examined and understood in detail the EOI for Outsourcing of Automated Solar PV Module Manufacturing Plant with Manufacturing/ Operation, Maintenance, Marketing and Sell under, 'Make in India Initiative' hereby declare as under that :-

1. We give our unconditional acceptance to all terms & conditions of this EOI, as appended. In token of our acceptance to the terms & conditions of EOI, the same have been signed and stamped by us and enclosed to the response. We hereby confirm that the provisions of the EOI shall be binding on us.
2. We have submitted our response strictly as per provisions and format of the EOI, without any deviations, conditions and without mentioning any assumptions or notes.
3. We hereby unconditionally and irrevocably agree and accept that the decision made by CEL in respect of any matter regarding or arising out of the EOI shall be binding on us. We hereby expressly waive any and all claims in respect of EOI process. We confirm that there is no litigation or dispute, award, order, judgment or decree pending against us, which may materially affect our ability to participate or function under the obligations with regard to EOI.
4. Details of the contact person are furnished below:
 - i. Name :
 - ii. Designation :
 - iii. Address :
 - iv. Contact numbers :
 - v. Email ID :
5. We are enclosing herewith the entire response containing duly signed formats in the electronic format submitted online at **www.etenders.gov.in** as per the EOI for consideration.
6. It is confirmed that our response is consistent with all the requirements of submission as stated in the EOI and subsequent communication from CEL, if any.
7. The information submitted in our response is complete, strictly as per the requirements stipulated in the EOI and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response.
8. We confirm that all the terms and conditions of our response are valid for acceptance for a period of 3 months from the response deadline.

We remain,

Yours sincerely
(Name, Designation and Signature of Authorized Person)

EOI for Outsourcing of Automated Solar PV Module Manufacturing Plant with Manufacturing/Operation, Maintenance, Marketing and Sell under, 'Make in India Initiative' by CEL

DECLARATION

We M/s _____ understand that:

1. All the documents submitted by us with our bid against Eol No. **C-2(b)/EOI/0704/380/2023** are authentic and true to the best of our knowledge and belief. In case, any document is found false at any stage, CEL may reject our bid/cancel the contract / ban the business dealings with us/ suspend us from quoting in future tenders/ take any other action as per the terms of the Eol.
2. This Eol by CEL is not a commitment for any profit receivable by any agency due to Outsourcing of Automated Solar PV Module Manufacturing Plant, with Manufacturing/Operation, Maintenance, Marketing and Sell under, 'Make in India' initiative.
3. I / We shall be bearing all costs associated with the preparation and submission of the Eol. CEL will, in no case be responsible or liable for these costs, regardless of the conduct or outcome of the assessment / evaluation process.
4. CEL may, at its sole discretion, ask for additional information/ documents and/ or seek clarifications from the Applicant(s) after the Deadline for submission of response, inter alia, for the purpose of removal of inconsistencies or infirmities in their responses.
5. Based on Eol response, CEL will float RFP/Tender among the qualified bidders and outsource the Automated Solar PV Module Manufacturing Plant, with Manufacturing/Operation, Maintenance, Marketing and Sell under, 'Make in India' initiative, on outsourcing basis.
6. This Eol is indicative only and non-committal and does not confer upon the applicant any rights or entitlements of any kind.

Thanking you,

(Signature of authorized person)

Date:

Name

Place:

Designation:
Company Seal:

EOI for Outsourcing of Automated Solar PV Module Manufacturing Plant with Manufacturing/Operation, Maintenance, Marketing and Sell under, 'Make in India Initiative' by CEL

UNDERTAKING

(Signed & stamped by an authorized person of the bidder's company / firm and duly notarized to be submitted)

We, M/s _____ hereby give undertaking that our firm is not debarred/ black listed by CEL / any Department under Ministry of science & technology and name of our firm does not appear in the list of debarred firms displayed by DoE, Central public procurement portal (CPPP) & GeM as on date. We understand the provisions of OM No.F.1/20/2018-PPD dated 2nd November 2021 issued by Department of Expenditure, Ministry of Finance, Government of India, which are acceptable to us.

Date:

Place:

Signature of Authorized Person

Name:

Designation:

Seal

Part 4: General Guidelines and Terms & Conditions

1. The parties which respond to this EOI in the manner so prescribed and which, in the considered opinion of CEL meet the pre-qualification criterion as mentioned, will be shortlisted for participating in the process further.
2. A RFP/Tender with a benchmark price arrived at by CEL and having detailed conditions and obligations of CEL and of the prospective successful party would be circulated amongst the shortlisted bidders. The participating bidders are expected to bid above the benchmark price so indicated through an online bidding/auction as so decided by CEL.
3. Automated Solar PV Module Manufacturing Plant shall be outsourced to Successful Bidder. The Automated Solar PV Module Manufacturing Plant shall be outsourced with Manufacturing/Operation, Maintenance, Marketing and Sale of Solar PV modules for a period of 02 years on, "As is where is basis". CEL, considering various factors including the satisfactory performance of the contract, statutory compliances etc, reserves the right to consider the case for extension for a further period up to 1 year only.
4. The contract for outsourcing may be terminated, on any ground and for any reason whatsoever, by CEL or the Successful party at any point of time with a notice of 3 months. This notice period will not be available to the Party in case of termination of contract arising out of situation mentioned in para 12 of this part (Part 4). The decision of CMD, CEL on termination of contract will be final and binding.
5. The manufactured Solar PV Module shall be marketed, priced and sold by the successful bidder. CEL shall not exercise any control on these aspects during the period of outsourcing unless it is against the interest of CEL as determined by CMD CEL or unless it violates any law for the time being in force in India. The process of sale/purchase of manufactured Solar PV Modules shall be defined in outsourcing contract.
6. CEL shall extend following facilities to prospective outsourcing agencies for running of the Automated Solar PV Module Manufacturing Plant :
 - a. Complete Automated Solar PV Module Manufacturing Plant with production annual capacity 40 MWp on 'As is where is basis'. (The parties are encouraged to visit the plant site during the period mentioned in the Eoi). The plant condition may be jointly checked before handover.
 - b. Supporting infrastructure/utilities for running the Automated Solar PV Module Manufacturing Plant.
 - c. Round the clock security
 - d. Power and water supply at prevailing commercial rates on actual utilization basis shall be provided.
 - e. Maintenance of the building (civil and electrical only) during the period of outsourcing contract.
7. All required spares, oils, lubricants, all consumables, Tools & Plants, skilled and unskilled manpower etc. required for successful operation and complete/ total maintenance of Automated Solar PV Module Manufacturing Plant and its

- associated equipment/vehicles shall be arranged by the bidder/agency, at their own cost.
8. The applicable legal/health/statutory/regulatory compliances as per law of land, if there, with regard to all the manpower deployed, shall be met by the bidder and CEL shall not be held responsible for the same, directly or indirectly.
 9. It is advised to operate and maintain the machine to its full capacity at all times of outsourcing contract. It is directed to operate and service as per OEM specifications.
 10. All collected waste materials is to be disposed off by agency without violating any statutory compliance norms. The agency shall be fully responsible for maintaining all the insurances as per law of land at its own cost.
 11. Agency/Bidder directly or through their partners shall not in any way, directly or indirectly, use CEL's name or logo or good-will for the purpose of sale of Solar PV Modules.
 12. CEL reserves the right for inspection of the plant/assets/premises on a regular basis. Agency/successful bidder shall comply with the observations made by CEL representatives. The contract may be terminated immediately if the observations are not complied to, in stipulated period. The decision of CMD, CEL on termination of contract will be final and binding.
 13. In case of any liability on CEL, in any manner that arises on any account related to the operation of the contract including due to non- compliance of any statutory condition, the agency shall keep CEL indemnified for any such liability.
 14. The Agency agrees to indemnify and hold harmless and defend CEL, CEL's Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Agency's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the agency, its officers, employees, agents, subcontractors, licensees, or invitees
 15. CEL reserves its right to take appropriate action as deemed fit in case information / details provided are found false even at a later date.
 16. The agency having interest may apply and shall give consent for signing an outsourcing agreement when called by CEL after following the due procedure.
 17. The Automated Solar PV Module Manufacturing Plant and the associated assets of CEL shall remain the property of CEL.
 18. The successful bidder would have to handover the plant in running condition to CEL after end of contract period. The maintenance of the module manufacturing plant along with all equipment's and facilities provided by CEL would be the responsibility of the firm during the period of contract.
 19. CEL will follow the timelines mentioned in this EOI on 'best effort' basis but also retains unequivocal right to take or not to take any further action on this EOI.
 20. Submission of proposal in response to this EOI would be treated as absolute acceptance of all the terms & conditions mentioned in this EOI.