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

CENTRALELECTRONICSLIMITED (A Public Sector Enterprise)



TENDER DOCUMENT

for the

"Supply of Multi-crystalline Solar Cells, (5 Bus Bar), Size: 156.75 x 156.75 mm +-0.25mm or 157 x 157 mm, +-0.25 Wattage≥ 4.70/4.72/4.78 Wp Or Mono-crystalline Solar Cells, (5 Bus Bar) Wattage≥ 4.83 Wp: DCR Cells"

Tender notice no. C-2(b)/RC/0700/8245/2020 dated 28-11-2020

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



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

CENTRALELECTRONICSLIMITED

(APublicSectorEnterprise) 4, IndustrialArea, Saur Urja Marg, Sahibabad–201010(UP)INDIA Tel.No.0091-120-2895145FaxNo.0091-120-2895148 Email: <u>mmd@celindia.co.in</u> Website: www.celindia.co.in

TENDER NOTICE

Tender notice no. C-2(b)/RC/0700/8245/2020

28-11-2020

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., 14-12-2020) for "Supply of Multi-crystalline Solar Cells, (5 Bus Bar), Size: 156.75 x 156.75 mm +-0.25mm or 157 x 157 mm, +-0.25 Wattage≥ 4.70/4.72/4.78 Wp Or Mono-crystalline Solar Cells, (5

Bus Bar) Wattage≥ 4.83 Wp:

DCR Cells

Scope of Work	Supply of Multi-crystalline Solar Cells, (5 Bus Bar), Size: 156.75 x 156.75 mm +-0.25mm or 157 x 157 mm, +-0.25 Wattage≥ 4.70/4.72/4.78 Wp Or Mono-crystalline Solar Cells, (5 Bus Bar) Wattage≥ 4.83 Wp: DCR Cells
Earnest Money	NIL/-
Deposit	
Quantity	14,00,000 Nos.

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

Please see important dates and Eligibility Criteria at Annexure -1.

For CENTRAL ELECTRONICS LIMITED

Sd-

Assistant General Manager (Materials) Materials Management Division

Annexure-1

Important Dates

Tender Reference No.	C-2(b)/RC/0700/8245/2020
Name of Organization	Central Electronics Limited
Tender Type	Open
(Open/Limited/EOI/Auction/Single)	
Tender Category (Services/Goods/works)	Goods
Type/Form of Contract (Work/Supply/	Buy
Auction/Service/Buy/Empanelment/Sell)	
Packet System	TWO PACKET SYSTEM
Payment Mode (Online/Offline)	Offline
Date of Issue/Publishing	28-11-2020 (15:00 Hours IST)
Document Download/Sale Start Date	28-11-2020 (15:00 Hours IST)
Document Download/Sale End Date	14-12-2020 (11:00 Hours IST)
Bid submission Start Date	28-11-2020 (15:00 Hours IST)
Last Date and Time for Submission of Bids	14-12-2020 (11:00 Hours IST)
Date and Time of Opening of Bids	14-12-2020 (15:00 Hours IST)

Pre-Qualification/Eligibility Criteria:

Pre-Qualification Criteria:

- 1. INDEGENOUS Solar Cell manufacturers are only eligible to quote (copy of authorisation from OEM to be submitted along with the bid), traders/ Stockists are not allowed to participate in this tender.
- 2. 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: The total cell of 7 Lac quantity will be procured from either item No.1 or 2 depending upon the availability of required cell wattage.

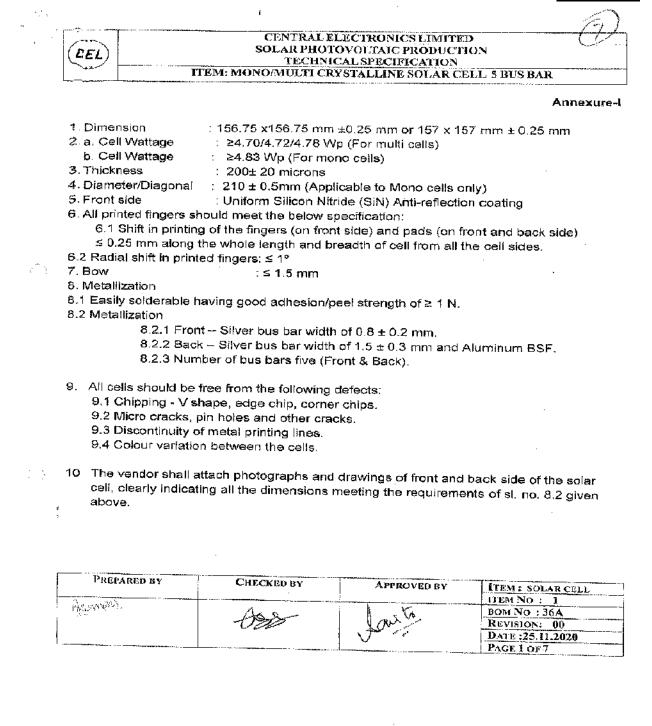
No Deviation from Specification, Terms & Condition of Tender allowed. Quotations having deviation from our specification, terms & condition would be rejected.

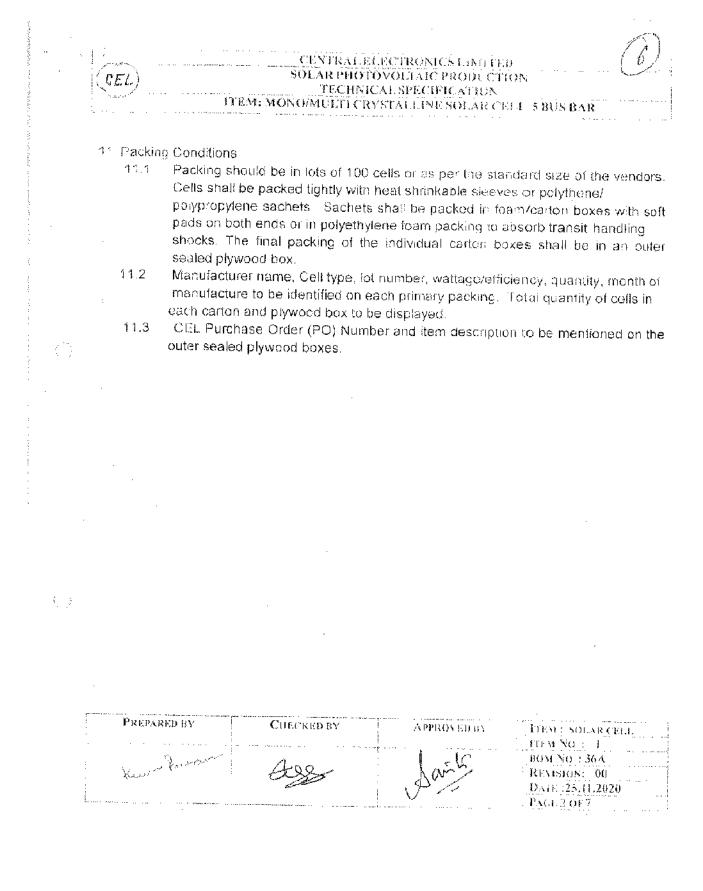
TENDER DOCUMENT for Tender notice no. C-2(b)/RC/0700/8245/2020

Important Instructions: -

	tant mon actions				
1. The following documents/Annexure are part of tender document:					
	<u> </u>	n Annexures (eligibility criteria)			
	ii. Details of item, specifica		Annexure A		
	iii. Standard terms & condi		Annexure B		
	iv. Special Terms & Condit	ions	Annexure C		
	v. Format for submission c	f Vendor Data	Annexure D		
	vi. Tender acceptance lette	r	Annexure E		
	vii. BOQ format for submiss	ion of price bid	Annexure F		
2.	Quotations shall be liable to be	e rejected if there is/are any deviation(s) fr	rom the specifications.		
3.		om delivery schedule, terms and conditio Duties should be shown separately from th			
4.	KVIBor CoirBoardor NSICor D Enterprises,Govt.ofIndiato ava (MSEs)Order2012".	priseshouldenclosecopyofvalidCertificate HHor anyotherbody specifiedby Ministryo ilbenefitsunderthe"PublicProcurementPol	fMicro,SmallandMedium licyforMicro&SmallEnterprises		
5.	Catalogue, literature, specifica liable to be rejected.	tion details should accompany the quotati	ion. Incomplete quotations are		
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				
		r the bid non-responsible and liable to			
8.		ted in the Format for submission of Ver			
9.		l in <u>TWO PACKET SYSTEM</u> as per instru			
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, mentions deviations anywhere	terms and conditions are not allowed. Th in the technical bid would not be conside on in price bid would be rejected and such	red for price bid opening. The bid		
12.	Tender/Quotation/Bid should b	e submitted in Online mode on www.etene Document Control Sheet. The following ar			
		ification Criteria bmission of Vendor Data as per format at Ai learly showing that the offered material is i			
	iii. Tender acceptance lettiv. Original Signed and stav. Compliance and	er as per format at Annexure E. Imped tender document (photocopy docume acceptance of all the Annexures of and any bid without compliance	is a must along with the		
	Part B: (Financial Bid) and ir ➢ Price Bid as per As pe	nline to Annexure 'F' : er Annexure 'F' as asked in the relevant co	olumns.		

Annexure-A



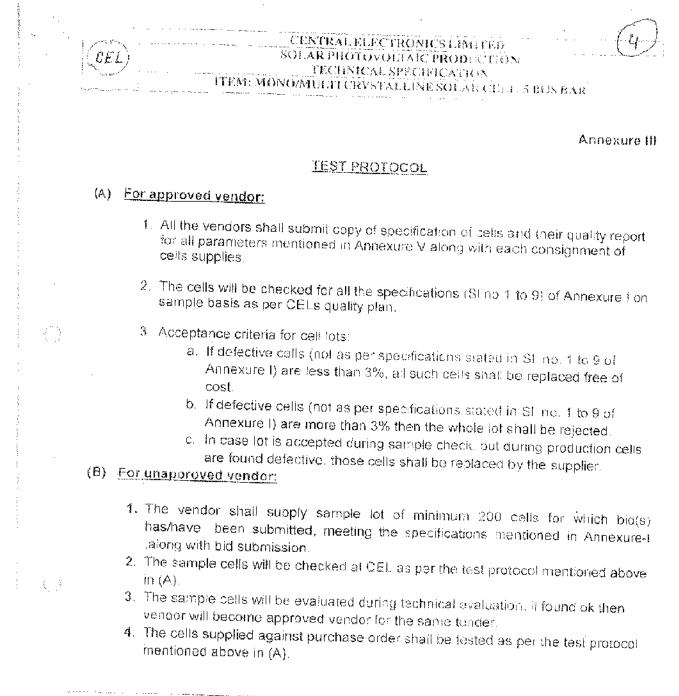


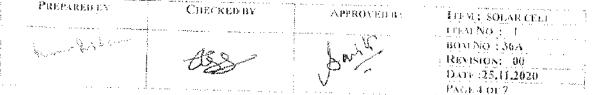
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· .		CENTRAL ELECTRONICS LIMITED SOLAR PHOTOVOLTAIC PRODUCTION TECHNICAL SPECIFICATION ITEM: MONO/MULTICRYSTALLINE SOLAR CELL 5 BUS BAR
	EL	gibility Criteria:
	1.	Original manufacturers complying to MNRE notification No.283/134/2017-Grid solar dated 21.10.2019, regarding local content requirements (complying to MNRE notification, FN0.146/57/2018-P&C) for solar PV cells or their authorized representatives with their valid authorization letter from original manufacturers are eligible to submit quotations.
	2.	Stockist complying to MNRE notification No.283/134/2017-Grid solar dated 21 10.2019 regarding local content requirements (complying to MNRE notification, No.146/57/2018-P&C) for solar PV cells and meeting tender specification may als participate in the tender only after clearly mentioning the make of solar cells an submission of complete technical datasheet along with the bid
	3.	Supplier shall confirm that the modules manufactured using the supplier's cell conform to IEC 61215 / IS 14286, IEC 61730 and IEC 62804. The atoresaid modules shall be tested in TUV or any other accredited lab.
	4	The supplier must meet the conditions mentioned in Annexure-I
	5,	The vendor must fill in all the details of Annexure IV. Incomplete or unclear detail filled therein, shall make the bid liable for rejection.
	6.	Vendor should have a minimum of 30 MW/annum in-house Mono/ Multi crystalline Solar cells manufacturing capacity.
	7.	CEL reserves the right to inspect the material before dispatch at manufacturer's works (Pre dispatch inspection) and/or any NABL/MNRE certified lab to check compliance of solar cells to tendered specification

PREPARED BY	CHECKED BY	APPROVED BY	FIRM: SOLAR CELL.
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	Charles and	1 Jant	BOM NO 136A
			REVISION: 00
· ·····	and the second		DATE: 25,11,2020

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	GED	CENTRAL ELECTRONICS LIMITED SOLAR PHOTOVOLTAIC PROBUCTIO TECHNICAL SPECIFIC ATION ITEM: MONO/MULTI CRYSTAL JUNF SOLAICODI.		<u>(</u> З.
	SI, No (as mentioned in Annexure)	Tender specification	Supplier compliance (Kindly Fili YES/NO ordy)	Annexure-l' Deviated specification offered by vendor (in case compliance in column 3 is
	An Hexure-1 (page 1 of 7)	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	marked as N(
] 2a	D mension : 156.75 × 156.75 ± 0.25 mm or 157 × 157 mm 0.25 mm Wattoge : ≥4.70/4.72/4.78Wp (For multi cells)	· · · · · · · · ·	· · · · ·
	2b 3	Wattage : ≥4.83Wp (For mono cells) Cel. Thickness : 200± 20 microns	·····	
	4 · · · 11 · · · ·	Diameter/Diagonal: 210± 0.5 mm (Applicable to mono cells only)		
	6.1	Shift in printing of the fingers along the whole length of cell \pm 50.25 mm for all the cell sides Racial shift in printed fingers $\pm 1^{\circ}$	· · · · · · · · · · · · · · · · · · ·	
	7	Bow :≤1.5 mm		
	8.1	Peel strength : ≥ 1 N	·· · ·· ··	
	8.2.1 8.2.1	All five bus hars should have a width 0.8± 0.2 mm.	· · · · · · · · · · · · · · · · · · ·	
	9.0	All feets should have a width 1.5± 0.3 mm. All cets should be free from the following detects.	80 - 14 - 14 - 14 - 14 - 14 - 14 - 14 - 1	
	91	ChippingV shape, edge dap, corner chips.		···· ··· ··· ··· ···
	<u>9</u> 2	Micro cracks, pin holes and other gracks.	·	· · · · · · · · · ·
	93	Discontinuity of metal printing lines.		· · · · ·
	9.4	Colour variation between the calls.	· · · · · ·	· · · · ·
	Annexure II (p		· · · · · · · · · · · · · · · · · · ·	
		Only original manufacturers complying to MNRE notification No.283/134/2017-Grid solar dated 21.10.2019 regarding local content (complying to MNRE notification F. No.346/57/2018-P&C) requirements for Solar PV cell or their authorized representatives are eligible to submit		
	1	cuosations. The authorized representatives to attach proof of authorization duly signed by the supplier.		
	2	Stockist complying to MNRE notification No.283/134/2017-Grid solar dated 21.10.2019, regarding local content requirements (complying to MNRE notification No.146/57/2018 P&C) for solar PV rels and motion		н жаан талан та Т
1		tender specification may also participate in the tender only after dearly		

	Hanner -			1 . 16	ПЕМ NO : 1 ВОМ NO : 36А
	94 <u>5</u> 2	:		Same	REVISION: 00 DATE (25,11,2020
		<u></u>	······	· · · · · · · · · · · · · · · · · · ·	PAGESOF7

SOLAR PHOTOVOLITAIC PRODUCTIO TECHNICAL SPECIFICATION ITEM: MONO/MULTI CRYSTALLINE SOLAR CEI 3 Supplier shall confirm that the modules manufactured using the supplier's cells conform to IEC 61215/IS14286, 61730 & 62804 Annexure III[page 4 of 7]	-
Supplier shall confirm that the modules manufactured using the supplier's cells conform to IEC 61215/IS14286, 61730 & 62804	5 BUS BAI
3 Supplier shall confirm that the modules manufactured using the supplier's cells conform to IEC 61215/IS14286, 61730 & 62804	
supplier's cells conform to IEC 61215/I514286, 61730 & 62804	
supplier's cells conform to IEC 61215/IS14286, 61730 & 62804	
anexure in(page # or 7)	·-····
If defective cells are less than 3%, all such cells shall be replaced, free of	·····
3a cost.	:
If defective cells are more than 3% then the whole lot shall be rejected.	
3b In case lot is accepted during sample check, but during production cells	•

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PREPARED BY	CHECKED BY	APPROVED BY	ITEM: SOLAR CELL
			ITEM NO : 1
Marman .		-18-	BOM NO : 36A
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	1 Contraction of the second se	9	DATE :25.11.2020
			PAGE 6 OF 7



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CENTRAL ELECTRONICS LIMITED SOLAR PHOTOVOLTAIC PRODUCTION TECHNICAL SPECIFICATION TFEM: MONO/MULTI CRYSTALLINE SOLAR CELL 5 BUS BAR

TEST REPORT

Annexure-V

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

S. No.	DESCRIPTION	SPECIFIED VALUE	OBSERVED VALUE
1	Cell Size	156.75×156.75 MM ± 0.25 MM or 157×157 MM ± 0.25 MM	
2А	CELL WATTAGE (FOR MULTI CELL)	≥ 4.70/4.72/4.78WP	
2/2		≥4.83WP	:
3	THICKNESS	200 ± 20 MICRON	<u> </u>
4	DIAMETER/DIAGONAL	210±0.5 MM (APPLICABLE TO MONO CELLS ONLY)	
5	ARC COATING	UNIFORM OK	· · · ·
6	PRINT SHIFT FRONT	≤0.25 mw	····
7	PRINT SHIFT FRONT TO BACK	<0.25 MM	·····
8	Bow	<1.5 MM	·····
9	SOLDERABILITY & PEEL STRENGTH	OK,≥IN	······
10	FRONT BUS BAR	0.8 ± 0.2 MM	
11	BACK BUS BAR	1.5±0.3 MM	
12	CHIPPING V SHAPE, EDGE CHIP, CORNER CHIP,	NIL	
13	MICRO CRACKS, PINHOLES, CRACKS	NIL	
	Metal Print Line Discontinuity	NIL	5 2 2
	PASTE SPOT	NIL	·
14	TEMPERATURE COEPFICIENTS (VOLTAGE, CURRENT AND POWER)	AS PER VENDOR SPECS	

PREPARED BY	CHECKED BY	APPROVED BY	ITEM: SOLAR CELL ITEM NO : 1
Alarsan	-8935	1 and 15	BOM NO: 36A REVISION: 00
	- Bre g	15A	DATE :25.11.2020 PAGE 7 OF 7

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 domestic 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: Within45 days from the consignment note/LWB/ AWB/ Bill of Lading. 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. Aloadingof1%onthetotalamountwillbedoneforcomparisonoflandingcosttoCEL,ifoption2is 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 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 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. 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.
15.	 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:- 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.
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.	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: 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, U.P., INDIA

Iccessful bidder will be refunded within one month Il bidder would be converted into security deposit f any) to the bidder after two months of successful
be of bidders are exempted from submission of oned herein:
or KVIB or Coir Board or NSIC or DHH or d Medium Enterprises, Govt. of India. A copy of itted with technical bid of quotation.
ed stores to CEL in the last 3 years (attach a copy I bid).
Online mode. Last date of receiving of T. The following are to be submitted in your quotation
a as per format at Annexure D. offered material is meeting the specifications given exure E. (photocopy document is liable to be rejected). all the Annexures is a must and any able to be rejected.
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vant columns.
rinted) and cutting should be avoided. The final ng of heading or title or modification to any part of are liable to be rejected.
ACKET).

10	On a large of Tandara Task induction will be an and a second seco								
19.	Opening of Tenders: Technical bid will be opened on as per document control sheet.								
	Note 1: The bidders or their authorized representatives may also be present during the opening of the								
	Technical Bid, if they desire so, at their own expenses.								
	Note 2: The technical bids will be opened and evaluated by a duly constituted committee. After evaluation								
	of the technical bid, Price bids of only those bidders will be opened whose technical bids are found suitable.								
	Date and time of opening of price bids will be decided after technical bids have been evaluated by the								
	committee								
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.								
0.1	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 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) depending on the production requirement and Delegation								
	of Power authorized.								
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								
0.1	including freight and insurance and other incidental charges at our discretion.								
24.	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								
	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								
	contract to the detriment of the borrower, and includes collusive practice among bidders (prior to or								
	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								
	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.								
	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,								
	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								
	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								
	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								
	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								

	advantage through publicity of the work without written permission of CEL. Noncompliance to this may result in the blacklisted of firm.
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 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.
26.	Arbitration: Arbitration 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 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.
	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.
	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.
	All disputes relating to this agreement shall be subject to jurisdiction of the courts at Delhi only.
	All the terms and conditions mentioned in the tender must be accepted otherwise bid may liable to rejected.
27.	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 (<u>www.celindia.co.in</u>).

28.	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

Annexure-C

SPECIAL TERMS & CONDITIONS

1.	Domestic Solar Cell manufacturers are only eligible to quote, traders/ Stockists are not allowed to participate in this tender.
2.	Terms of price: FOR CEL 's store in SAHIBABAD basis The quotations submitted with terms of price other than the above are liable to be rejected.
3.	Delivery Schedule: As per the CEL's requirement in staggered lots up to 31-03-2021. Kindly quote earliest delivery date/Dispatch lead time in Price bid format.
4.	 Payment terms: Option 1: Within45 days from the consignment note/LWB/ AWB/ Bill of Lading. Option 2:Letter of credit with 45 days usance from the consignmentnote/LWB.LC charges of opener's bank would be borne by opener and LC charges of beneficiary's bank would be borne by the beneficiary. Aloadingof1%onthetotalamountwillbedoneforcomparisonoflandingcosttoCEL,ifoption2is ticked/accepted by the bidder Please tick √ either option 1 or option 2. If no option is selected then option 1 would be considered. Quotation with payment terms other than these 2 options will be rejected.
5.	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.
6.	This tender is on Fixed Price basis. Hence, there is no price variation clause in the tender.
7.	 Calculation of Landing Cost: The landing cost of the bidder will be calculated by adding the components such as below: Freight: If the quotation is on Terms other than "FOR CEL", the loading of 5 % of basic value will be added.
8.	Compliance and acceptance of all the Annexures is a must and any bid without compliance will be liable to be rejected.

<u>ANNEXURE – D</u>

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 inform	nation
7.1	TIN No.	
7.2	L.S.T. No.	
7.3	C.S.T. No.	

Format for submission of Vendor Data

7.4	Sales Tax Exemption No. (if any)	
8.0	Income Tax related info	rmation
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 info	rmation
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 informatio	n
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	

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 (TobegivenonCompany LetterHead)

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

Reference: Tender No: C-2(b)/RC/0700/8245/2020 dated 28-11-2020 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 wattage: min. 4.52 Wp 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:

Annexure F

Price Bid Format as per BOQ

Tender no.: C-2(b)/RC/0700/8245/2020

Bidder Name: Two packet

Item Rate BoQ

Tender Inviting Authority: ASST. GENERAL MANAGER, MATERIALS MANAGEMENT DIVISION, CENTRAL ELECTRONICS LIMITED

Name of Work: Supply of Multi-crystalline Solar Cells, (5 Bus Bar), Size: 156.75 x 156.75 mm +-0.25mm or 157 x 157 mm, +-0.25 Vattage≥ 4.70/4.72/4.78 Vp Or Mono-crystalline Solar Cells, (5 Bus Bar) Vattage≥ 4.83 Vp: Contract No: C-2(b)/RC/0700/8245/2020

Name of
the Bidder/
Biddina

Validate Print

Firm /

PRICE SCHEDULE y the bidder and the same should be uploaded after filling the relevent colu tender. Bidders are allowed to enter the Bidder Name and Values only) (This BOQ template must not be modified/replaced by the bidder an mns, else the bidder is liable to be rejected for this

NUMBER	TEXT 😆	NUMBER	TEX	NUMBER 🛔	NUMBER	NUMBER	NUMBER 🛔	NUMBER 🛔	TEXT 💺
SI. No.	Item Description	Quantity	Units	Basic Price	GST in percentage	GST in Rupees	TOTAL AMOUNT Vithout Taxes in Rs. P	TOTAL AMOUNT Vith Tazes	TOTAL AMOUNT In Words
1	2	4	5	13	16	17	53	54	55
	Supply of Multi-crystalline Solar Cells, (5 Bus Bar), Size: 156.75 x 156.75 mm ↔ 0.25mm or 157 x 157 mm ,+-0.25mm Vattage≥ 4.70 Vp	700000	Nos			0.00	0.00	0.00	INR Zero Only
	Supply of Multi-crystalline Solar Cells, (5 Bus Bar), Size: 156.75 x 156.75mm ↔ 0.25mm or 157 x 157 mm,+-0.25mm Vattage≥ 4.72 Vp	700000	Nos			0.00	0.00	0.00	INR Zero Only
	Supply of Multi-crystalline Solar Cells, (5 Bus Bar), Size: 156.75 x 156.75 mm or 157 x 157 mm , ∀attage≥ 4.78 ∀p DCR Cells	700000	Nos			0.00	0.00	0.00	INR Zero Only
	Supply of Mono-crystalline Solar Cells, (5 Bus Bar), Size: 156.75 x 156.75 mm, +- 0.25or 157 x 157 mm, +-0.25mm Vattage≥ 4.83 Vp: DCR Cells	700000	Nos			0.00	0.00	0.00	INR Zero Only
Total in Figu							0.00	0.00	INR Zero Only
Quoted Rate	e in Vords					INR 2	ero Only	l	1

GST =..... %

*Please mention percentage of excise duty and sales tax whichever is applicable

. Payment terms:

Option 1: Within45 daysfrom the consignmentnote/LWB.

Option 2:Letter ofcreditwith 45 daysusancefrom the consignmentnote/LWB.LC chargesofopener's bank would be bornebyopener and LC chargesof beneficiary'sbank would be bornebythe beneficiary.

Aloadingof1% 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.

Lead Time for supply=.....days