

CSIR – CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE

MAHATMA GANDHI AVENUE, DURGAPUR – 713209, WEST BENGAL, INDIA

TENDER DOCUMENT

No.PUR/ARC/PVSP/CSIR-CMERI/2017-18

Date:20.09.2017

ANNUAL RATE CONTRACT FOR SUPPLY OF SOLAR PV PANELS

Sealed offers are invited on behalf of **Director, CSIR – CMERI, Durgapur** from reputed Manufacturer having all India sales network or their authorized dealers/distributors for supply of the following categories of items on **Annual Rate Contract (ARC)** basis-

SL. No.	PV Cell type: Polycrystalline		Anticipated Annual Requirement
1.	• Category 1: Below 50 Wp	at STC	220 Nos. (10 Wp)
2.	• Category 2: 50 Wp to 250 Wp	(1000 W/m ² ,	170 Nos. (250 Wp)
3.	• Category 3: 250 Wp above	25°C)	290 Nos. (300 – 320 Wp)
Specification and other details as per attached Annexure –A			

N.B.: The anticipated annual requirement as indicated above does not involve any commitment on the part of CSIR-CMERI to issue Purchase Orders for such quantity of requirement.

Important Note:

1. In case the **Manufacturers / authorised dealers/distributors** have custom bonded ware house in India, the offer for **Rate contract** should not include Customs Duty and other levies. The Institute shall issue Customs Duty Exemption Certificate along with DSIR Certificate of Registration in order to avail concessional customs duty as per the extant rules applicable under **Government notification 51/96 – Customs dated 22.07.1996** as amended from time to time.

2. Last date: For tender submission : 26th October 2017 (up to 2.30 p.m. IST)

3. Tender opening date: 26th October 2017 (at 3.00 p.m. IST)

3..Tender document can be **downloaded free of cost** from CSIR-CMERI website www.cmeri.res.in

4. Tender submitted through E-Mail/Fax will not be considered.

Stores & Purchase Officer

Terms & Conditions

1. The Tenderers shall submit their offer duly signed (and stamped) by an authorized person. The offer should not have any cuttings/over-writings/inter-lineation etc. In case of such eventualities, the said over-writings/cuttings/inter-lineation shall be authenticated with the signature of the person signing the bid. Any use of correcting fluids/whiteners shall render the bid as invalid.
2. The Tenderers shall have to indicate clearly the Brand / Make of the product (s) for which they will submit the Rate Annual Contract (ARC) offer.
3. This Institute is interested to enter into **Annual Rate Contract (ARC)** with only **reputed manufacturers or their authorized dealers/distributors**. Hence, the tenderers are advised to attach the relevant **latest authorization letter along with their offer** (as per **Annexure-C**) to prove their credentials or bona-fides with regard to their being a well established manufacturer or authorized dealer in terms of quality/reputation of their products. The **authorization letter** of principal/manufacturer should be addressed to **Director, CSIR-CMERI** indicating that the concerned dealer/distributor is authorized to quote/sell the product on behalf of the principal failing which offer will not be considered for evaluation.
4. Supply directly from the Manufacturer will be preferred. In case any Manufacturer desires that supply under proposed Rate Contract shall be effected through **local authorized dealer/dealers** at Kolkata/Durgapur, they must attach **specific authorization letter** in their favour. However, manufacturer shall be liable for genuineness , quality, specifications and price of products supplied through such authorized dealer/ dealers.
5. The Tenderers should submit **valid documentary proof of their GST** registration number and other relevant registration with statutory authorities.
6. The Tender shall be addressed to Director, CSIR -CMERI shall be sent by **speed-post / courier** in a sealed cover super scribed with **Enquiry No.** and **Due date &Time i.e. 26.10.2017 (upto 2.30 p.m. IST)** to the following address -

**Director
Attn: Stores & Purchase Officer,
CSIR-CMERI,
Mahatma Gandhi Avenue,
Durgapur-713209.**

Alternatively, it can be dropped in person in the **Tender Box** kept in the Purchase **Section, CSIR-CMERI**, before due date and time. This office shall not be responsible for any postal/courier delay. **Late tender/delayed tender will not be considered.**
7. CSIR-CMERI reserves the right to conclude more than one Annual Rate Contract (ARC) for the same item.
8. CSIR-CMERI as well as the Supplier may withdraw the ARC by serving suitable notice to each other. The notice period shall be (30)thirty days.
9. CSIR-CMERI reserves the right to renegotiate the price with the ARC holders.
10. In case of emergency , CSIR-CMERI may purchase the same item through ad-hoc contract with a new Supplier.

11. Tenders will be opened on **26th October 2017 at (03.00 PM onwards)** at CSIR-CMERI, RPBDG Display Room in presence of the Tenderers who wish to be present.

12. Bidders shall submit **the List of their existing customers (Government/Private research laboratories/Institutes of repute including CSIR laboratories/Institutes)** where Annual Rate Contract (ARC) for Solar Panels have been finalized with the firm. In the customer list the name of contact person, designation, telephone, fax, and e-mail numbers must be given. Rate Contract offers of reputed Manufacturers having proven credentials only will be considered. Copies of the ARCs concluded with the various organization shall also be submitted by the Bidder.

13. Evaluation of the bids.

The evaluation of the bids shall be done strictly with reference to tender conditions.

All bids that are **incomplete**, not in conformity with the terms & conditions of the bid, **conditional bids, late/delayed bids** and **unsigned bids** shall be **rejected as non responsive** without any further evaluation.

In order to assist in proper evaluation of the offers, CSIR-CMERI may seek clarifications on any matter related to the offers. The request for clarifications and the response thereto shall be only in writing.

Bidder will not be allowed to change their price or substance of the bid, while submitting their clarifications.

The ARC shall be concluded on item wise lowest evaluated responsive price basis.

14. Manufacturers/ firms blacklisted /debarred by any Government / CSIR organizations on permanent basis or in last five years shall not be eligible to participate.

15. CSIR-CMERI will prefer to enter into Annual Rate Contract (ARC) with the manufacturer who can supply the material directly to us from their depot or warehouse. Else manufacturer can supply the material through their authorised dealer within prescribed schedule as per CSIR-CMERI requirement.

16. Your offer price should be based on **free delivery** at **CSIR-CMERI Stores** failing which your offer will not be considered.

17. The Tenderer must agree for immediate **free replacement in case any discrepancy/ defect** is found with regard to quality/quantity of the material to be supplied by them under this Rate contract.

18. CSIR-CMERI is eligible for payment of **Customs Duty at concessional rates under Government Notification No. 51-96-Customs dated 23rd July, 1996.**

19. Payment will be made only after the receipt of material at CSIR-CMERI Store in good conditions. No other payment term will be acceptable to us. Payment will be made directly to the suppliers by e-payment mode (RTGS/NEFT).

20. **No separate charges** like Packing & Forwarding, Transportation, Insurance etc. shall be payable for supply against this Rate contract. Only GST at applicable rates shall be payable.

21. **Fall Clause:** The **price** to be quoted (Price of the item **plus GST**) by the Tenderer under the Annual Rate Contract (ARC) should in **no event exceed the lowest price** to which the Tenderer sells the stores of identical description to any other organization during the currency of Rate Contract. If ARC holder reduces its price or sells or even offers to sell the same item/s during the currency of the rate contract, **price will be automatically reduced** with effect from that date for all the subsequent supplies under the ARC.

An undertaking is required to be given in the format at Annexure B of this tender document by all the manufacturers that the rates offered by them are not more than the rate offered to any other Government agencies/ Institution. In case any such discrepancy is noticed, they shall refund the amount to CSIR- CMERI and also the ARC is liable to be cancelled.

22. During the rate contract period, any time bound **special offer** introduced by manufacturer/supplier must be offered to CSIR-CMERI also and same should be intimated in advance. However, CSIR-CMERI will have the Right to avail the offer or not.

23. Tenderer will have to supply the ordered material under the ARC within **30 days** of placement of Purchase Order in full quantity. Part supplies will not be accepted otherwise order can be cancelled and further action as deemed proper can also be taken.

24. Late, delayed or unsigned offer will not be considered at all.

25. Compliance with National/International standards if any should be specified.

26. **Parallel Rate contract** for similar items can be placed at any time during the period of rate contract with one or more parties.

27. **Empanelment** of successful bidder under **proposed Rate Contract** is merely for the purpose of **approval of rate/ price quoted by the firm** for their products with applicable discount and **it does not assure any guarantee by this Institute for any assured quantity of business / Purchase Order to successful bidders.** The Institute shall be free to buy any item offered by any firm under Rate Contract under any other Parallel Rate Contract or from any other source, as per its requirement.

28. The Rate contract can be **terminated** without any notice with immediate effect in case the performance of the Tenderer is found consistently unsatisfactory or due to the serious lapse on the part of the Tenderer. Decision of Director, CSIR-CMERI on such matter will be final.

29. The Director CSIR-CMERI reserves the Right to accept or reject any offer in part or in full without assigning any reasons thereof.

30. Jurisdiction : All disputes arising out during proposed Rate Contract with any Tenderer shall be subject to Indian law and jurisdiction of courts at Durgapur only.

31. **Arbitration clause:** The Purchaser and the supplier shall make every efforts to resolve amicably between them under or in connection with the Contract.

a) If, after **thirty (30) days** from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as

specified below. These mechanism may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national arbitration.

b) In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996. The dispute shall be referred for arbitration to the **Director General, Council of Scientific & Industrial Research(CSIR), New Delhi, India** and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him who is willing to act as Arbitrator. The award of the **arbitrator so appointed by DG , CSIR** shall be final, conclusive and binding on all parties to this contract / subsequent orders based on contract.

32. All prices under Rate Contract shall be in **Indian Rupees** only. Rate contract prices in foreign currency will not be considered.

33. **No EMD** is payable. Tender document can be downloaded from our website www.cmeri.res.in free of cost.

34. The Tenderers will have to confirm in writing in their offer that all the terms and conditions mentioned above are acceptable to them.

Stores and Purchase Officer

Technical Specifications of Solar PV panels for Annual Rate Contract

1. Electrical Data	Specifications	
i. Power Rating	<ul style="list-style-type: none"> • Category 1: Below 50 Wp • Category 2: 50 Wp to 250 Wp • Category 3: 250 Wp above } at STC (1000 W/m ² , 25°C)	
ii. Cell Type		: Polycrystalline/ Monocrystalline
iii. Module Type		: Tier 1
iv. Module Efficiency		: ≥ 16 %
v. Cable & Connector		: PV4 Connectors (MC4 Compatible)
2. Temperature Coefficient	Specifications	
i. NOCT	: 44°C ± 2°C	
ii. Temperature Range	: -40°C to +85°C	
3. Mechanical Data	Specifications	
i. Frame	: Anodized aluminum with twin wall profile	
ii. Mechanical Load Test	: 5400 Pa	
iii. Back Sheet	: Composite film	
iv. Superstrate	: High transmission tempered glass, AR coated	
v. Application Class	: Class A (Safety Class II)	
vi. Junction Box	: IP 65, at least 02 bypass diodes	
4. Warranty		
i. Product Warranty	: Minimum 05 years replacement warranty	
ii. Performance Warranty	: Minimum 25 years of output warranty with at least 90% power output warranty for first 05 years and 80 % power output warranty for the next 20 years	
5. Approval & Certifications		
i. Essential Certifications	: IEC 61215, IEC 61730, MNRE	
ii. Other Certifications/ Approvals (if any)	: CEC, PV cycle	

The Bidder should comply the following terms and conditions:

1. The price should be quoted separately for each category on per Wp basis.
2. Evidence of essential certifications is required.

PRICE CERTIFICATE

(Should be printed in Company Letter head and signed by the authorized signatory with seal.)

We certify that

The Prices quoted by us is **not higher than the maximum retail price** for the stores and the same is not higher than the price usually charged by us for stores of the same nature, class or description to any other purchaser.

The **price charged** for the stores supplied under the contract by us shall in no event exceed the lowest price at which we sell the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period we reduce the sale price of such stores or sell such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchaser and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

If it is discovered that we have contravened the above conditions, than without prejudice to any other action which might be taken against us, it shall be lawful for the purchaser to (a) revise the price at any stage so as to bring it in conformity or (b) to terminate the contract and purchase the items of stores at the risk and cost to us and loss recovered from the vendor.

During the tenure of the Rate Contract, the benefits of any **promotional offers** by the manufacturers will also be passed on to CSIR-CMERI, Durgapur.

AUTHORISED SIGNATORY
(sign & seal)

