

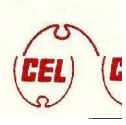
CENTRAL ELECTRONICS LIMITED
(A Public Sector Enterprise)



TENDER DOCUMENT
for the
“Appointment of Internal Auditor for
FY 2019-20”

Tender Notice no. C-2(b)/WC/902/289/2019 dated June 10, 2019

General Manager (Materials)
Materials Management Division
Central Electronics Limited,
4, Industrial Area, Saur Urja Marg, Sahibabad – 201 010 (UP) INDIA Tel. No.
0091-120-2895145 Fax No. 0091-120-2895148
Email: mmd@celsolar.com Website: www.celindia.co.in



CENTRAL ELECTRONICS LIMITED

(A Public Sector Enterprise)

4, Industrial Area, Saur Urja Marg, Sahibabad – 201 010 (UP) INDIA Tel.
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e-TENDER NOTICE

Tender Notice no. C-2(b)/WC/902/289/2019

June 10, 2019

Central Electronics Limited invites online bids (Technical & Financial) from eligible Chartered Accountant or Cost Accountant firm which will be valid for a minimum period of 90 days from the date of opening (i.e., 24.06.2019) for
“Appointment of Internal Auditor for FY 2019-20”

Scope of Work	Appointment of Internal Auditor for FY 2019-20
Earnest Money Deposit by bidders	Rs. 5000/- (Rupees Five Thousand Only)

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.

For **CENTRAL ELECTRONICS LIMITED**

Sd-

General Manager (Materials)
Materials Management Division

Document Control Sheet

Tender Reference No.	C-2(b)/WC/902/289/2019
Name of Organization	Central Electronics Limited
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/Sell)	Services
Payment Mode (Online/Offline)	Offline/Online
Date of Issue/Publishing	10-06-2019 (1600 HOURS)
Document Download/Sale Start Date	10-06-2019 (1600 HOURS)
Document Download/Sale End Date	24-06-2019 (1100 HOURS)
Bid submission Start Date	10-06-2019 (1600 HOURS)
Last Date and Time for Submission of Bids	24-06-2019 (1100 HOURS)
Date and Time of Opening of Bids	24-06-2019 (1500 HOURS)

Note:

***No Deviation from Specification, Terms & Condition of Tender allowed.
Quotations having deviation are liable to be rejected.***

TENDER DOCUMENT for Tender notice no. C-2(b)/WC/902/289/2019

Important Instructions: -

1. The following documents/ Annexure are part of tender document:
 - a. Tender notice
 - b. Document Control Sheet
 - c. Technical bid format
 - d. Price Bid format
 - d. Detailed Specifications
 - e. Commercial terms & conditions: -
 - f. Tender acceptance letter:

 - g. Vendor Data Form
 - h. Instructions for Online Bid Submission
2. **No deviation from specification, Terms & condition of tender allowed, Quotations having deviation are liable to be rejected.**
3. Quotation should be submitted in **Two bid system.**
4. Quotation should be submitted in sealed envelope (refer Clause no.9 of Annexure B). There will be 2 sealed covers/envelops in the quotation and following are to be submitted in your quotation:
 - a) **Cover – 1:**
 - i. Performa for submission by tenderer, Technical Bid part-I as per Annexure-2.
 - ii. Earnest Money Deposit demand draft for submission of EMD.
 - iii. Documents mentioned in eligibility criteria as per Annexure-A.
 - iv. Tender acceptance letter as per format at Annexure C
 - v. Client list along with copy of letter of appointment.

 - vi. Vendor data form
 - b) **Cover – 2,** This must contain only the Price Bid on Firm's letter head as per Price Bid format (Annexure 3).

Note: Bidder should not disclose the price in technical part of the bid. They only need to quote price in financial bid (cover -2)

TECHNICAL BID PART – I
PROFORMA FOR SUBMISSION BY TENDERER

Sr. No	Particulars			
1.	Name of the Audit Firm.			
2.	Institute of Chartered Accountants of India / Institute of Cost Accountants of India registration number of Firm -			
3.	Year of establishment			
4.	Complete Postal Address with PIN Code of the Head office and Branch office of the Firm (Branch office will be treated as per certificate of the institute).			
5.	Contact details: Address of the Firm with the following details (Branch office will be considered as per details available in the certificate of practice): I) Phone No(s) ii) Mobile No(s) iii) FAX No(s) iv) E-mail ID(s)			
6.	Details of Chartered Accountants / Cost Accountants / Proprietor/Partners as per item no 3 of Annexure-A' including the following: i) Number of Partners. ii) Names of Proprietor/Partners (please state ICAI Membership Number and Year of starting Practice against each). iii) Details of Audit experience of the Firm. iv) Name and Location of Major Clients for Internal Audit Assignments. (Copies of the appointment order with signature of The issuing authority to be enclosed).			
7.	PAN of the Firm			
8.	Service Tax Registration Number of the Firm			
9.	Bank Account Number with details of Name of the Bank, Branch Address, Bank Code, IFSC Code etc.			
10.	Details of cost of tender document & EMD DD should be submitted in favor of "Central Electronics Limited Ltd" payable at Sahibabad EMD (INR 5,000/-)	Am ount	DD no. & Date	Name of the issuing bank

Declaration:

I /We hereby certify that:

All partners whose names are mentioned at point no. 6 above are whole time partners in the Firm.

- (A) We do not violate the limits specified under the Companies Act, 2013 or any other statute.
- (B) All information and attachments submitted in this application are correct and true to the best of my/ our knowledge.
- (C) I / We are aware that any false information provided herein will result in rejection of the application and suspension of registration.
- (D) I / We hereby accept all terms & conditions of the Tender Document

Signature of the bidder with seal

Note:

1. Documentary evidence of all the information as stated above are to be furnished along with the offer.
2. All the pages of the terms & conditions and documents submitted are to be signed with the seal of the firm.

Price Bid – Part-II

Date:

Sub.: Internal Audit of Central Electronics Limited for the Financial Year 2019-20.

Name of the Audit Firm & Address:

I / We have read all terms and conditions of the Tender carefully and hereby offer / quote our price for Internal Audit Fees for the Financial Year 2019-20 as under:

Professional Fees: Rs. -----

GST Rs. -----

Total Rs. -----

(Rupees in words -----
-----Per Annum) including expenditures like TA & DA Etc.

Note:

The rate to be quoted on per annum basis and it will remain firm throughout the year.

Signature of the bidder with seal

Place:

Date

Note:- Bidder do not need to quote their rate here, they may submit price bid online on the prescribed format (BOQ). Instructions for online bid submission are provided at Annexure A in our tender document.

[Validate](#) [Print](#) [Help](#)

Item Rate BoQ

Tender Inviting Authority: General Manager, Central Electronics Limited

Name of Work: Internal Audit of Central Electronics Limited for the Financial Year 2019-20.

Contract No: C-2(b)/WC/902/289/2019

Name of the Bidder/
Bidding Firm /
Company :

PRICE SCHEDULE

(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 #	NUMBER #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	Total GST amount in Rupees	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	14	54	55
1	Internal Audit of Central Electronics Limited for the Financial Year 2019-20						
1.01	Internal Audit Fees for the Financial Year 2019-20 (Per Annum) including expenditures like TA & DA Etc.	1.00	Job			0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words						INR Zero Only	

Detailed Specifications**SELECTION AND APPOINTMENT OF INTERNAL AUDITOR****1. Back Ground**

Central Electronics Ltd (CEL) a Public Sector Company under the administrative control of Department of Scientific & Industrial Research was incorporated in 1974. It holds a unique role among the family of public sector enterprises in electronics industry with emphasis to develop core competence in the areas of Renewable energy systems and high technology electronics equipments. Today CEL is pioneer and a leading manufacturer in the country for Solar Photovoltaic, Railway signaling & safety Equipments and Strategic Electronics Components.

During the Financial Year 2018-19 company achieved turnover of Rs 232.55 crore and PBT of Rs 4.07 crores. During 2019-20 the turnover is expected to be Rs. 300 Crore.

2. Objective

The objective of this tender is to appoint a Audit Firm for conducting Internal Audit of Accounts of Central Electronics Ltd. (CEL) for the financial years 2019-20 as per the defined scope of work as well as statutory requirement.

3. Eligibility criteria

The firm must be registered with the Institute of Chartered Accountants or Cost Accountants of India. Copy of valid certificate of practice of the firm must be submitted with the technical bid.

4. Selection Criteria As on 31.03.2019

SL. No	Norms	Basis of Marks	Maximum Marks
1	Year of establishment of Firms(s) since date of registration.	4 marks per year	20
2	Numbers of partners in the Firm.	4 marks for each Associate Member and 5 marks for each Fellow Member	20
3	Number of qualified (Cost/ Chartered Accountant) including partners in the Firm. They should be a member of their respective Institute.	3 marks for each qualified person	10
4	Number of semi qualified assistant (Inter Cost/ Chartered Accountant) in the Firm.	2 marks for each Semi qualified assistant	20
5	The Firm / partner of firm having the experience of Conducting Internal Audit in Central /State PSUs/ government department having turnover of Rs. 200 Cr or more during the last three financial years.	5 marks for each year's Internal audit.	20
6	Having office setup in Delhi \ NCR		10
		Total	100

Audit Firm(s) securing less than 50 marks in aggregate as per the above criteria will not be considered.

4.1 SUBMISSION OF DOCUMENTS

Documentary evidence in support of criteria as mentioned in item 4 under 'Selection Criteria' above are required to be submitted. In case the documentary evidences are not provided for all the above parameters, the BID will be summarily rejected.

4.2 TIE OF MARKS

In case of tie, the following sequence shall be adopted for selection:

- 4.2.1 The Audit Firm / partner having more experience in PSU / Government department will be given preference based on the number of assignments / audits handled.
- 4.2.2 The Audit Firm having office in Delhi or in NCR.
- 4.2.3 The Audit Firm with a higher number of Fellow Members of the Institute of Chartered Accountants or Cost Accountants of India as partners will be considered.
- 4.2.4 The Audit Firm with a higher number of Associate Members of the Institute of chartered Accountants and Cost Accountants of India as partners will be considered.

For the purpose of selection of the Internal Audit Firm in case of tie, only clause 4.2.1 of para 4.2 above will be considered. However, in a situation where even after considering clause 4.2.1, the tie continues, the remaining clauses i.e. 4.2.2 to 4.2.4 will be considered individually until the tie is broken.

4.3 WEIGHTAGE

70% weightage would be given to the technical bid and 30% weightage would be given to the financial bid. Technical score will be given as per the total marks obtained based on selection criteria given at para 4 of Annexure A. Proposal with the lowest cost will be given a financial score of 100 and other proposal will be given financial score which is inversely proportional to their prices.

For e.g. Only two bids L1 & L2 are received.

L1's Financial bid= Rs 50000.00

And L2's Financial bid = Rs 60000.00

Then, L1's Financial Score is 100.

L2's Financial score would be $100/60000*50000 = 83.33$.

The bidder securing the highest aggregate score after applying the respective weightage for technical and financial parameters would be selected.

- 5.** The detailed information about the Firm is to be submitted in Part-I attached along with a declaration with the bid.

For selection of Audit Firm for appointment on the basis of the above details, Management's discretion shall be final and reserves the right to reject or accept any application without assigning any reason whatsoever.

Interested Audit Firm may send their application forms along with the Tender documents mentioned above, so as to reach this office latest by 22.06.2019 up to 1500 Hrs. (IST) addressed to General Manager (Material Management Division), Central Electronics Limited, Site-IV, Industrial Area, Sahibabad, Distt: Ghaziabad (UP) Phone: 0120-2895144-145, mmd@celsolar.com Tender Notice of Inviting Tender for Appointment has been hosted on the web site of the Company also www.celindia.co.in

6. Audit Fees:

- (i) Audit Firm are required to quote the audit fees for Internal Audit of company for the year 2019-20.
- (ii) GST shall be paid as applicable on furnishing of the valid Service Tax Documents.
- (iii) No other expenses like TA/ DA / Lodging will be reimbursed by the Company.

7. Tenure:

The Audit Firm will be initially appointed for conducting the Internal audit for F.Y. 2019-20. The Audit firm may be re-appointed up to a maximum of three financial years including F.Y. 2019-20 subject to satisfactory performance.

CENTRAL ELECTRONICS LIMITED

Indicative Scope of Work for Internal Audit for the year 2019-2020

1.0 Review of Works Contracts:

- a) Review of the system for awarding contracts including preparation of estimates, fixation and evaluation of pre qualification criteria, procedure followed in circulation of NIT, opening of Tender bids and receipt of EMD etc.
- b) Review of procedures followed in tender evaluation, preparation of comparative statements.
- c) Checking of the documents/statutory registration documents/financials submitted by contractors.
- d) Checking of payments made to contractors as per terms and conditions of the contract, supporting documents, adjustment of advance, TDS. Measurements Books , deduction of LD, final payments, contract closure.
- e) Review of the system for issuing Project Authority certificates.
- f) Checking of Material issued to contractors, Material reconciliation statement and insurance coverage.
- g) Checking of accounting made in respect of WIP and capitalization.
- h) Checking of internal control systems being followed in project execution in respect of works contracts.
- i) Review of outstanding security deposits/retention moneys/liabilities to be settled, age wise analysis of entries outstanding.

1.1. Extent of checking in respect of Works Contracts.

- | | | |
|------|---|------|
| i) | Contracts of value above Rs.20 lakh | 100% |
| ii) | Contracts between Rs.10 Lakh to 20 Lakh | 50% |
| iii) | Contracts below Rs. 10 lakhs | 20% |

2.0 Review of procurement of material/invoices:

- a) Review of the system for Purchase Requirements and procedure followed in issue of NIT and opening of bids, comparative statements and selection of vendors.
- b) Checking of rate contract, Purchase Orders placed on vendors for procurement of Material/Services etc.

- c) Checking of payments made to vendors with reference to Purchase Order terms, other supporting documents, adjustment of advances, deductions for shortage/damage, statutory deductions, L.D. etc.
- d) Justification and approval from competent authority for variations in the quantity, payment terms, and delivery schedule etc.

2.1. Extent of checking in respect of Procurement:

- | | | |
|------|---|------|
| i) | Purchase Orders of value above Rs.20 lakh | 100% |
| ii) | Purchase Orders value between Rs.10 Lakh to 20 Lakh | 50% |
| iii) | Purchase Orders value below Rs. 10 lakhs | 20% |

3.0 Project Management:

- a) Checking of preparation of estimates
- b) Review of the procedure followed for review of the projects activities with the scheduled activities, any delay in the project is timely informed to the management & time extension can be obtained from the client.
- c) Ensure that expenditure are properly allocated and apportioned
- d) Project profitability statement
- e) Reports on out come of the project.

4.0 Marketing Department:

- a) Review of procedure for engagement of channel partner and placement of orders on them and execution as per terms and conditions.
- b) Review of the actual performance vis-à-vis targets.
- c) Review of timely raising of the invoices (QRVs & SSRVs), realization of outstanding.
- d) Realization of all old outstanding dues.

5.0 HR & Personnel:

- a) Statutory deductions of PF, ESI and provisions including of the contractors.
- b) Review of attendance.
- c) Review of leave LTC Records
- d) Review of Employee master records maintained.

6.0 Stores/Workshop Department – Inventory Management:

- a) Review of stores ledgers maintained, system of receipts, issue.
- b) Timely clearance of QRVs.
- c) Custody & Physical verification and valuation etc.
- d) Inventory management
- e) Disposal of surplus/scrap materials
- f) Proper accounting treatment and follow up of returnable goods.

7.0 Transport:

- a) Utilization of vehicles/log book maintained
- b) Hiring of vehicles, log books
- c) Checking of contracts and bills

8.0 Finance & Accounts:

- a) Checking of cash, bank and journal vouchers etc., at least 50% for the period
- b) Checking of Bank reconciliation and adjustment of the outstanding entries.
- c) Ledger scrutiny including sub-ledger, proper adjustments of the various outstanding etc.
- d) Deposit of all statutory dues and filing of various reports and returns as per: -
 - Income Tax Act, 1961.
 - GST – All returns matching with the books of accounts and compliance of statutory provisions applicable under GST.
 - PF & ESI Act
 - Other Applicable labor laws.
- e) Verification of secured and unsecured advances
- f) Review of internal control systems placed / in existence.
- g) Reviewing and checking for compliance of the accounting policies and Accounting Standards.
- h) Review of the half yearly accounts and yearly accounts.

9.0 Fixed Assets:

- a) Check that approval from the competent authority is taken prior to the acquisition of fixed Asset & the same is being recorded properly in books & fixed asset register.
- b) Check that approval from competent authority is taken before disposal of fixed assets & the same is being recorded properly in books & fixed asset register.
- c) Review of the policy regarding the safeguarding of the Fixed Assets & compliance thereon.
- d) Comment upon proper maintenance of records & internal control thereon.
- e) Comment upon system & its adequacy of physical verification of assets and ensure its necessary financial treatment at the year end.

10.0 Compliance of Companies Act, 2013:

- a) Review of the different statutory registers & records as required under the Act.
- b) Review & reporting about the Compliances of the decision made in Board meeting & Audit Committee meeting, compliance of Accounting Standards etc.

11.0 Other matters:-

Implementation of the decisions of Board of Directors, Audit Committee and company's policies and procedure.

- a) Insurance & Other claims lodged by the company.
- b) Review of claims lodged against the Company.
- c) Review of contingent liabilities.
- d) Examination of legal (Court) cases, their follow up/update status and proper accounting.
- e) Examination of claims against company and their follow up/update status and proper accounting.
- f) Comment upon the adequacy about the system of verification of inventory & financial accounting and year end valuation.
- g) Examine ERP system of Accounting, procurements, marketing and production, shortcomings therein for smoothen working & checks to be introduced.
- h) Review department wise performance to examine shortcomings there at for suitable action at appropriate place.

Compliance /declaration by Audit firms on appointment/debarring provision

1. The Audit firm must not sub- contract the work;
2. The Audit team will work in strict confidence and will ensure that the information in respect of the operation of the Area/Unit is dealt in strict confidence and secrecy. A Certificate towards maintaining confidentiality to be provided by the Audit firm before commencement of Audit;
3. No partner of the Audit Firm is related to Managing Director or any director of company within the relevant provision of the companies Act, 2013.
4. Neither the Audit firm nor its partner or Associates have any interest in the business of CEL;
5. The Audit firm will be required to issue Certificate of Independence;
6. The Audit firm shall have prime responsibility to ensure that the limit specified in clause (g) Sub section (3) of Section 141 of Companies Act 2013 are not violated.
7. The Audit Firm shall be free from any disqualification under Any of the provisions of the Companies Act, 2013.
8. The Audit Firm partners holding certificate of practice issued by Institute of chartered accountants or Cost Accountants of India are in whole time practice.
9. The Audit Firm shall undertake that data given to the Auditor by CEL and any information generated from the data provided shall not be used by the Auditor for any other purpose.
10. The Audit Firm will be debarred from getting, in future, the internal audit of CEL:
 - a) If the firm obtains the appointment on the basis of false information/
 - b) false statement.
 - b) If the Firm does not take up audit in terms of appointment letter.
 - c) If the Firm does not submit the audit report, complete in all respect in terms of Appointment.
 - d) If the Audit firm fails to maintain confidentiality and disclose of CEL's data, statement & other information.
 - e) If the Audit Firm fails to comply with any of the conditions laid down anywhere described in this tender,

11. The offer should be submitted strictly as per the terms & conditions laid down in the document. Application and documents duly sealed and signed are to be submitted as a token of acceptance of all terms and conditions. All envelopes must be sealed and superscribed with the Tender No. & date mentioning "Appointment of internal Audit Firm". The name and address of the firm must be indicated on the envelope. Technical Bid & Financial Bid should be enclosed / submitted in separate envelope & both the envelopes should be enclosed in a bigger envelope.
12. Tender may be submitted on or before 22.06.2019 by 1500 Hrs. (IST) at the office of the General Manager (MMD), Central Electronics Limited, Site-IV, Industrial Area, Sahibabad-201010 Distt: Ghaziabad (UP) Phone: 0120-2895144/45, to be sent by post to the above address. However, CEL does not take any responsibility for loss of application in transit. Tender sent through Telegram, Telex, Fax or E-mail will not be considered. Technical Bid will be opened in the presence of the bidders or their authorized representative at 1530 Hrs. (IST) on 22.06.2019.
13. Tender received at CEL address as stated above after due date and closing time of submission of Tender shall not be considered. Any Tender received late due to any reason whatsoever will not be accepted.
14. Disclaimer: CEL reserves the right to accept or reject any or all responses and to request additional submission or clarification from one or more Applicant(s) at any stage or to cancel the process entirely without assigning any reason.
- 15. The Audit firm shall submit quarterly report to the management well before in time.**
- 16. The audit firm shall ensure that at least one senior partner devote > 50% of the time during the course of the quarterly audit in CEL premises.**
- 17. The Audit Firm shall ensure that the audit is completed within one month from the end of each quarter.**
18. Tender document can also only be downloaded from NIC portal i.e. www.etenders.gov.in In this case the bidder has to enclose DD of Rs. 5,000 / towards EMD without fail.
19. All Tenders must be accompanied by the earnest money at the rates and in the Form prescribed in the tender document.
20. The financial bid of only those tenderers will be opened whose technical bids will be found in order.
21. In case date of opening the tender happens to be holiday; the tenders will be received and opened on the next working day at same time.
22. All terms and conditions shall apply as specified in the tender.
23. The rates may be quoted mentioning service tax extra and inclusive TA & DA as such and no other charges shall be payable by CEL.
24. The payment will be made against bill / invoice after the submission of Internal Audit Report approved by CEL Board.

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25. The tenderers shall submit their personal profile along with tender/quotation on prescribed tender form attached therewith and if found un-satisfactory, the tender documents so received shall be re-sealed and placed in the record.
 26. EMD shall not be accepted by cheque / cash. It should be in the form of Demand Draft payable in favor of Central Electronics Ltd, Sahibabad, payable at Delhi.
 27. The bidder shall bear all costs associated with the preparation and submission of the bid, attending bid meetings and visiting sites, if required and or any other locations in connection with bidding and CEL will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.
 28. Bids submitted by bidders shall remain valid for the acceptance of CEL for a period of 90 days from the date of opening of the techno-commercial bids.
 29. The selected Internal Audit Firm will have to sign a NDA (Non-Disclosure Agreement as per CEL Performa.)

Commercial terms and conditions:

1.	Eligibility Criteria as per point no.3 of Annexure-A. No Deviation from Specification/scope of work, Terms & Condition of Tender allowed. Quotations having deviation are liable to be rejected.
2.	Terms of price: The offer should clearly indicate the professional fees and GST separately. No TA / DA expenses and out of pocket expenses will be reimbursed by the company. Please note that rate fixed by the bidder would be same throughout the year.
3.	Taxes and duties: The taxes and duties are to be clearly mentioned, if any.
4.	Payment terms: The payment will be made against bill / invoice after submission of quarterly Internal Audit Report approved by Audit Committee / Board.
5.	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.
6.	<p>Any corrections/alterations in the tender/quotation/bid are to be duly signed by the bidder. CEL does not take any responsibility for delay in receipt or non-receipt or loss of tender(s) in transit</p> <p>Earnest money amount of Rs.5,000 in the form of demand draft favoring Central Electronics Limited and payable at Delhi and valid for 3 month to be submitted along with tender documents. No interest shall be payable on the earnest money deposited by bidder/ tenderer. The earnest money may be deposited through TT/SWIFT into CEL's account with Syndicate Bank. The details of account are as below:</p> <p style="padding-left: 40px;">Beneficiary Name: Central Electronics Limited Beneficiary Account Number/IBAN: 87761250000014 Beneficiary Bank RTGS\NEFT Code: SYNB0008776 Beneficiary Bank Name: Syndicate Bank Beneficiary Bank Address: Sahibabad Branch, CEL Complex, Site 4, Sahibabad 201010 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.</p> <p>Exemption from submission of EMD: The following type of bidders are exempted from submission of EMD subject to submission of relevant documents mentioned herein:</p> <p>a) Micro & Small Enterprise registered with DIC or KVIC or KVIB or Coir Board or NSIC or DHH or any other body specified by Ministry of Micro, Small and Medium Enterprises, Govt. of India. A copy of valid registration certificate should be submitted with technical bid of quotation. Approved vendors of CEL who have supplied stores to CEL in last three years are exempted to submit the EMD.</p> <p>The earnest money (after deduction of bank charges, if any) of unsuccessful bidder / tenderer will be refunded within one month of finalization of tender. The earnest money of successful bidder would be converted into security deposit and would be returned (after deduction of bank charges, if any) to the bidder after 2 months of successful completion of work.</p>

7. 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 or to modify the order without liability for any compensation and or claim of any description.

8. **Submission of Tender: Submission of Tender:** Tender/Quotation/Bid in Online mode only.**The offer shall be submitted in two separately online envelopes marked Part I (Techno-Commercial) and Part II (price offer – not to be opened) along with tender number and due date written on each) as detailed below:**

Part A: This should contain the following documents.

- a. .Performa for submission by tenderer, Technical Bid part-I as per Annexure-2 along with supporting documentary evidence.
- b. Earnest Money Deposit demand draft/FDR or TT acknowledgement for submission of EMD.
- c. Tender acceptance letter as per format at Annexure C
- d. Client list with the copy of letter of appointment.

Part-B: This should contain only the Finance/Price Bid as per format vide Annexure 3.

9. **Opening of Tenders:** Technical Bids/Quotations/tenders will be opened on **24/06/2019** at 1500 hrs (IST).The date for opening of price bids would be fixed after evaluation of the technical bids, usually within a week of opening of technical bids. 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.

10. **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 arbitration 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.

Force Majeure 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.

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.

Parties at all times take reasonable steps within their respective powers and consistent with good operation practices (but without incurring unreasonable additional costs) to:

- a. Prevent Force Majeure Events affecting the performance of the Company's obligations under this agreement;
- b. Mitigate the affect of any Force Majeure Event; and
- c. Comply with its obligations under this agreement.

Further if the period of Force Majeure event extends beyond three months* the parties may consider the foreclosure of the agreement.

* Period of three months may vary at the discretion of CEL as per the validity period of the contract.

Tender should be submitted in Online mode only. URL for submitting the tender is <https://etenders.gov.in/eprocure/app>

Please note that this tender is single packet system , however bidder should submit the bid of item having make, model and specifications as per described herein.

For any query/assistance, please feel free to visit at following address.

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

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

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,
with Official Seal)**

Format for submission of Vendor Data

1.	Name of vendor			
2.	Registered Address			
	Postal Code		Company's Year of Establishment	
	Company's nature of business		Company's Legal Status	
	Registration No.		Phone:	
	Fax No.		Website:	
	Name of Proprietor/ CEO/Chairman			
	Phone/Mobile No.			
	Email id			
3.	Factory Address			
	Phone No.			
	Fax No.			
	Email id			
4.	Delhi/NCR Address (if any)			
	Phone No.			
	Fax No.			
	Email id			
5.	Correspondence Address			
6.	Name of Contact Person for this tender			
	Designation			
	Date of Birth			
	Phone/Mobile no.			
	Fax No.			
	Email id			
7.0	Sales Tax related information			
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	Income Tax related information	
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 information	
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 information	
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

Instructions for Online Bid Submission

(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/e procure/app> .

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/e procure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
