

	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.	<p>Arbitration: Arbitration for Indigenous bidders:</p> <p>All the disputes, difference controversies/ difference of opinions, breach and violation arising from or related to this agreement between the parties, then the same shall be resolved by mutual discussion /reconciliations in good faith. If disputes, difference controversies /difference of opinions , breach and violation arising from or related to this agreement cannot be resolved within 30 days of commencement of reconciliations / discussions then the matter shall be referred to the sole arbitrator, nominated by CMD CEL, for this purpose and his/her decision shall be final binding on both the parties. The cost of arbitration, if any shall be shared equally between the parties.</p> <p>The arbitration proceedings shall be conducted by the Arbitral Tribunal in accordance with the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Delhi and language of such arbitration proceedings shall be in English.</p> <p>All disputes relating to this agreement shall be subject to jurisdiction of the courts at Delhi only.</p> <p>Arbitration for Foreign bidders:</p> <p>All the disputes, difference controversies /difference of opinions, breach and violation arising from or related to this agreement between the parties, then the same shall be resolved by mutual discussion/ reconciliation in good faith. If disputes, difference controversies/ difference of opinions, breach and violation arising from or related to this agreement cannot be resolved within 30 days of commencement of reconciliations / discussions then the matter shall be referred to the Delhi High Court International Arbitration Centre, New Delhi. The cost of arbitration shall be shared equally between the parties.</p> <p>The arbitration proceedings shall be conducted as per rules and procedures of Delhi High Court International Arbitration Centre. The place of arbitration shall be Delhi and language of such arbitration proceedings shall be in English.</p> <p>All disputes relating to this agreement shall be subject to jurisdiction of the courts at Delhi only.</p> <p>All the terms and conditions mentioned in the tender must be accepted otherwise bid may liable to rejected.</p>
27.	In case of any ambiguity in the terms and conditions mentioned here-above and Annexure-A of the tender, clause defined in Annexure-A and Annexure C shall supersede.
28.	CEL reserves the right to ban the business dealings of the supplier/ bidder as per CEL's "Policy on banning business dealings" available on CEL website (www.celindia.co.in).
29.	Interse Ministries and its Departments/ Subordinate Offices/ Attached Offices and Autonomous and Statutory Bodies: In case the bidder is a Ministry or its Departments/ Subordinate Offices/ Attached Offices and Autonomous and Statutory Body, then any dispute arising out of this tender, between such bidder and CEL, shall be resolved as per Administrative Mechanism for Resolution of Disputes (AMRD) in accordance with OM No. 334774/DoLA/AMRD/2019 dated 30-03-2020 issued by Ministry of Law & Justice

SPECIAL TERMS & CONDITIONS

1.	<p>Terms of price: FOR CEL 's store in SAHIBABAD (for indigenous bidders) basis or FOB Nearest international Airport/ Seaport for Foreign Bidders. A loading will be added on the bidders opting FOB terms as per calculation.</p> <p>The quotations submitted with terms of price other than the above are liable to be rejected.</p>
2.	<p>Delivery Schedule: As per the CEL's requirement in staggered lots up to 31-07-2021. Kindly quote earliest delivery date /Dispatch lead time in Price bid format.</p>
3.	<p>Payment terms:</p> <p>Option 1: Within 45 days from the receipt of material in CEL.</p> <p>Option 2: Letter of credit with 45 days usance from the AWB/Bill of Lading.</p> <p>Option 3: Letter of credit at Sight. Loading of 1.125% per month may be added on the basic price for calculating the landing cost and comparison with other bidders.</p> <p>In case of foreign bidders, LC charges of opener's bank would be borne by opener and LC charges of beneficiary's bank would be borne by the beneficiary.</p> <p>In case of indigenous bidders, all the LC charges of opener's bank and beneficiary's bank would be borne by the beneficiary.</p> <p>A loading of 1% on the basic amount for LC charges will be done for comparison of landing cost to CEL, if option 2 is ticked/accepted by the bidder</p> <p>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.</p>
4.	<p>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.</p>
5.	<p>This tender is on Fixed Price basis. Hence, there is no price variation clause in the tender.</p>
6.	<p>Calculation of Landing Cost: The landing cost of the bidder will be calculated by adding the components such as below:</p> <ol style="list-style-type: none"> Freight: If the quotation is on Terms other than "FOR CEL", the loading of 3 % of basic value for air freight and 2 % of basic value for Sea freight will be added. Insurance: @ 1.125% of the basic cost LC loading: @ 1% on basic cost Duties and Taxes: as per the actual Loading charges: will be taken as 3% for any other deviation Local transit charges: In case of Import items, local charges will be taken as 3%. Anti-dumping duty/ Safe guard Duty will be loaded for calculation of landing cost as per government order.
7.	<p>Compliance and acceptance of Annexure-I, II, III, IV and V is a must and any bid without compliance will be liable to be rejected.</p>
8.	<p>Unapproved bidders may submit their samples (200 nos.) before the opening of technical bid for testing and evaluation. The unapproved bidders whose samples are tested and accepted before the opening of technical bid will be considered as Approved bidder for this tender.</p> <p>Hence, it is advised to submit samples at least 7 days before the technical bid opening date. CEL will not be liable for any delay in submission of samples or lost of samples in transit or delay in customs clearance.</p>

ANNEXURE – D**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