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| 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: 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 placed 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. | <p>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.</p> |
| 28. | <p>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).</p> |
| 29. | <p>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 30-03-2021 issued by Ministry of Law & Justice</p> |

SPECIAL TERMS & CONDITIONS

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| 1. | Terms of price: FOR CEL's store in SAHIBABAD (for indigenous bidders) and FOB Nearest Airport/ Seaport (for foreign bidder) The quotations submitted with terms of price other than the above are liable to be rejected. Unloading charges at CEL will be to CEL's account. Freight will be loaded extra as per clause no. 8 of Special terms and conditions. |
| 2. | Delivery Schedule: As per the CEL's requirement in staggered lots up to 31-03-2022 as per CEL's requirement. Kindly quote earliest delivery date/Dispatch lead time in Price bid format. |
| 3. | 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. |
| 4. | Price variation Clause: NOT APPLICABLE |
| 5. | Opening of bids: Technical bids will be opened on 13-11-2021 at 15:00 Hrs. IST. Financial bids (price bids) of only those bidders would be opened who qualify the eligibility criteria and whose bids meet the technical and commercial parameters mentioned in the tender. Price bid opening date and time would be communicated to the qualifying bidders before the date of opening of price bids. |
| 6. | Calculation of Landing Cost: The landing cost of the bidder will be calculated by adding the components such as below: <ul style="list-style-type: none"> a. Freight : @3% by air and @ 2% by sea transit. b. Insurance: @ 1.125% c. Duties and Taxes: as per the actual d. Loading charges: @ 3%. e. Anti-dumping duty/ Safeguard Duty: extra at actuals, If applicable. f. Local transit charges @ 2% |
| 7. | Restrictions under rule 144 (xi) on General Financial Rules (GFRs), 2017 order F. No. 6/18/2019-PPD dated 23rd July 2020 and their subsequent amendments/ corrigendum/ memorandums, etc. shall be applicable. <ul style="list-style-type: none"> i. Any a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: <ul style="list-style-type: none"> a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above |

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| | <p>iv. The beneficial owner for the purpose of (iii) above will be as under:</p> <p>a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> |
| 8. | <p>Public Procurement (Preference to Make In India), Order 2017 dt. 28-05-2018 and DPE order No. DPE-7(4)2017-Fin-(Part-I) dt. 30-09-2020 and their subsequent amendments/ corrigendum/ memorandums, etc. shall be applicable.</p> |
| 9. | <p>Compliance of Bid Security Declaration as per Annexure-G is must for all the bidders. Please send us your compliance of Annexure-G along with the technical bid.</p> |
| 10. | <p>1. <i>Restrictions under rule 144 (xi) on General Financial Rules (GFRs), 2017 order F. No. 6/18/2019-PPD dated 23rd July 2020 and their subsequent amendments/ corrigendum/ memorandums, etc. shall be applicable.</i></p> <p><i>i. Any a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</i></p> <p><i>ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.</i></p> <p><i>iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:</i></p> <p><i>a. An entity incorporated, established or registered in such a country; or</i></p> <p><i>b. A subsidiary of an entity incorporated, established or registered in such a country; or</i></p> <p><i>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</i></p> <p><i>d. An entity whose beneficial owner is situated in such a country; or</i></p> <p><i>e. An Indian (or other) agent of such an entity; or</i></p> <p><i>f. A natural person who is a citizen of such a country; or</i></p> <p><i>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</i></p> <p><i>iv. The beneficial owner for the purpose of (iii) above will be as under:</i></p> <p><i>a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</i></p> <p>2. <i>Public Procurement (Preference to Make In India), Order 2017 dt. 28-05-2018 and DPE order No. DPE-7(4)2017-Fin-(Part-I) dt. 30-09-2020 and their subsequent amendments/ corrigendum/ memorandums, etc. shall be applicable</i></p> |

Format for submission of Vendor Data

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|-----|--|--|---------------------------------|--|
| 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) | | | |

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| 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 alongwith 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

Annexure-E

TENDERACCEPTANCELETTER
(To be given on Company Letter Head)

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

Reference: Tender No: C-2(b)/RC/0700/8292/2021 dated 30-10-2021
Name of Tender / Work: Supply of SOLAR PV RIBBON, WIDTH : 5.0 MM

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 SOLAR PV RIBBON, WIDTH : 5.0 MM 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
Name of Authorized Signatory:
Designation:

Official Seal:

Price Bid Format

| Validate Print Help Item Wise BoQ | | | | | | | | | | |
|---|---|----------|--------|---|--|-------------------|---------------|--|---|-----------------------|
| Tender Inviting Authority: GENERAL MANAGER, MATERIALS MANAGEMENT DIVISION | | | | | | | | | | |
| Name of Work: Supply of SOLAR PV RIBBON, WIDTH : 5.0 MM | | | | | | | | | | |
| Contract No: C-2(b)/RC/0700/8292/2021 | | | | | | | | | | |
| 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 # | TEXT # | NUMBER # | NUMBER | NUMBER | TEXT | NUMBER # | TEXT # |
| Sl. No. | Item Description | Quantity | Units | Quoted Currency in INR / Other Currency | FOR CEL SAHIBABAD (IN Rs.) OR FOB NEAREST AIRPORT/ SEAPORT | GST IN PERCENTAGE | GST IN RUPEES | TERMS OF PRICE (FOR CEL SAHIBABAD OR FOB NEAREST AIRPORT/ SEAPORT) | TOTAL AMOUNT, it will be converted based on column L value in Rs. P | TOTAL AMOUNT In Words |
| 1 | Supply of SOLAR PV RIBBON, WIDTH : 5.0 MM | 1000 | KGS | USD | | | 0 | | 0.00 | USD Zero Only |
| Total in Figures | | | | | | | | | 0.00 | Zero Only |

Note: The offer should clearly indicate units and rates. Prices should be submitted on FOR CEL, Sahibabad. The quotations submitted with basis of price other than the above are liable to be rejected.

1. The price has ONLY to be filled in the EXCEL SHEET uploaded along with the tender document.
2. TECHNICAL BIDS with filled RATES in technical documents, is liable to be rejected.
3. In case of any deviation from the tender’s terms and conditions, the bid is liable to be rejected.
4. IN CASE OF ANY DEVIATION/ TEMPERING WITH BOQ, THE BID IS LIABLE TO BE REJECTED.



**FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY
(To be submitted on the Bidder's Letter Head)**

I/We(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for(Insert Title of the Tender) (Tender No.....), thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the Tenders invited by Central Electronics Limited, for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

- a) If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- b) If after the award of work, I/We fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

Signature of the Tenderer with seal