

	<p>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.</p>
<p>26.</p>	<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 placed of arbitration shall be Delhi and language of such ar2bitration 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>
<p>27.</p>	<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>
<p>28.</p>	<p>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.</p> <ol 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 herein before, 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:

- 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.

iv. The beneficial owner for the purpose of (iii) above will be as under:

- 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.

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

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>Delivery Schedule: As per the CEL's requirement up to 15.03.2022. Kindly quote earliest delivery date/Dispatch lead time in Price bid format.</p>
4.	<p>Payment terms:</p> <p>Option 1: Within 45 days from the consignment note/LWB/ AWB/ Bill of Lading.</p> <p>Option 2: Letter of credit with 45 days usance from the consignment note/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.</p> <p>A loading of 1% 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 <input type="checkbox"/> either option 1 or option 2. If no option is selected then option 1 would be considered.</p> <p>Quotation with payment terms other than these 2 options will be rejected.</p>
5.	<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>
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 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, if applicable.
7.	<p>Compliance and acceptance of all the Annexures is a must and any bid without compliance will be liable to be rejected.</p>

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

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/0700/8303/2022** dated 14-01-2022
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. 4.68 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:

Price Bid Format as per BOQ

Tender no.: C-2(b)/RC/0700/8303/2022

Bidder Name: **Two packet**

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	TEXT	NUMBE	TEXT	TEXT	NUMBER	NUMBER	NUMBE	TEXT	TEXT	NUMBER	TEXT
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE FOR CEL SAHIBABAD (IN Rs.)	GST IN PERCENT AGE	GST IN RUPEES	TERMS OF PRICE	PAYMENT TERMS	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	MULTICRYSTALLINE SOLAR CELL 5BB SIZE: 156.75X156.75MM±0.25MM OR 157X157MM±0.25MM WATTAGE : ± 4.68WP	RM-SPV-1107	1000000	NOS	USD			0			0.00	USD Zero Only
Total in Figures											0.00	Zero Only

GST = %

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

Payment terms:

Option 1: Within 45 days from the consignment note/LWB.

Option 2: Letter of credit with 45 days advance from the consignment note/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.

A loading of 1% 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 ✓ 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