

Commercial Terms Conditions to Tender Ref. No. SCL/PS/44897/B-21/2023
Filled up response fully stamped and signed by authorized bidder to be scanned and uploaded

Sl. No.	Description	Vendor's response
1.	<p>This being two part Tender Technical and Commercial parts separate, the bidder should not attach any document(s) containing pricing information along with Technical Part. The tenders containing price information in Technical Part will be summarily rejected.</p> <p>Prices should be indicated in the Price Bid format only.</p> <p>If any pricing information, Vendors like to provide shall be uploaded in BOQ (Commercial) only.</p>	
2.	<p>This is a Rate Contract tender for the items listed in Annexure I which will be valid for one year starting from PO placement. Rate of contract for first year may be extended for second year also.</p>	
3.	<p>i) The quantities given in Annexure I for each item are approximate requirements for one year and it is solely SCL decision to take up the production of these items whenever need arises. Some items may not be taken for Production if there is no requirement during the period.</p> <p>ii) If the production of any item is taken during rate contract period the quantity of the item may be increased in multiple (minimum single lot) of lot size mentioned in the Annexure I (Table 1).</p>	
4.	<p>OEM or authorized distributor / representatives of OEM can participate in the tender and an authorisation certificate from OEM to be submitted along with Technical bid i.e. Cover 1 of the bid.</p>	
5.	<p>For the qualified bidder in Cover 1, the comparative statement will be made for each tendered item separately to evaluate the best offer for each item.</p>	
6.	<p>Compliance/acceptance to the following: 1.Scope of work for Rate Contract in Annexure II 2.Material Specifications and Drawings for Packages in Annexure III and Annexure IV</p>	
7.	<p>Delivery Terms for Imported supplier: For imported stores, prices shall be quoted on FOB/FCA nearest International/Gateway airport basis inclusive of all taxes, levies, duties arising in the tenderer country.</p>	
8.	<p>Delivery Term for Indigenous supplier: For Indigenous stores, prices shall be quoted on F.O.R. destination basis i.e. SCL, S.A.S. Nagar, Mohali, Punjab exclusive of GST as may be applicable.</p>	
9.	<p>For imported Materials: Vendors who are offering the delivery term as High Sea Sales/DDP/FOR basis, please note that Purchaser is entitled to issue Customs duty exemption certificate (CDEC) to the contractor under customs notification no.51/96 dated</p>	

	<p>23.07.1996 and subsequent amendments to enable the contractor to avail off the benefit of concessional rate of customs duty. Under this notification, basis Customs Duty shall be applicable @ 5.5% plus GST as applicable.</p> <p>In addition to the above CDEC, any documentary support requested by the contractor from the purchaser for customs clearance of goods against the above CDEC shall be provided by the purchaser.</p> <p>(Purchaser will provide Customs Duty Exemption Certificate in case of Import Orders/ imported supplies/ High Sea Sales).</p>	
10.	<p>Goods and Service Tax (GST) for Indigenous material: GST shall be payable extra as applicable. Please mention percentage of applicable GST along with HSN Code in your response.</p>	
11.	<p>Export License: Vendor shall inform whether Export License for tendered items is required or not. If required, vendor to provide commitment that they will able to obtain Export License.</p>	
12.	<p>Export Formalities, Taxes Duties: Any export approvals/Govt. clearances required, Taxes and duties as per laws of the exporting country shall be the responsibility of Vendor. Any Govt. formalities/Clearances required, Taxes and duties etc. payable as per Indian Laws shall be PURCHASERS responsibility.</p>	
13.	<p>Security Deposit (SD): On acceptance of the tender, the Vendor shall submit security deposit for ten percent (10% percent) value of the Purchase Order (PO) within 15 days from the date of PO towards successful execution of the PO. Security Deposit shall be submitted through Demand Draft /Bankers Cheque/ fixed deposit receipt or Bank Guarantee from any of the Scheduled Banks executed on non-judicial stamp paper of appropriate value, and shall be valid till execution of PO and should remain valid for a period of sixty (60) days beyond the date for completion of the Purchase Order. This will be returned by SCL immediately on execution of the PO satisfactorily as per order terms. If not, the amount will be forfeited.</p> <p>Note: In case, Security Deposit is submitted in the form of Bank Guarantee (BG) and Issuing Bank utilizes SFMS (Structured Financial Messaging Solution) Gateway for issuing the BG in favour of SCL and mention IFSC code of SCL banker i.e. State Bank of India, SBIN00061229, genuineness of the BG will be verified by SCL's banker by checking into SFMS gateway.</p> <p>In case, Security Deposit is submitted in the form of Bank Guarantee (BG) and Issuing Bank not utilizes SFMS (Structured Financial Messaging Solution) Gateway for issuing the BG, Vendor to ensure that Banker gives Bank Guarantee (BG) confirmation over email from their Domain immediately after issuance of the same at the following email Ids followed by hard copy: hariprasad@scl.gov.in CC: abudhwar@scl.gov.in</p>	

	ymehta@scl.gov.in In addition, the banker may send a scanned copy of the BG as an attachment.	
14.	Validity of Offer: The offer should be valid for a minimum period of 120 from the date of opening of Technical bid and 90 days after opening of Financial Bid.	
15.	Terms of Payment in case of overseas supplier(s): Being a Department of the Government of India, the normal terms of payment are by 100% through Sight Draft after shipment against presentation of shipping documents to Purchasers bank routed through contractor bank.	
16.	Bank Charges: All bank charges outside India shall be borne by the Contractor and all bank charges in India shall be borne by the purchase.	
17.	Terms of payment in case of indigenous supplier(S): 100% of payment shall be paid within 30 days of the receipt and acceptance of the materials at purchaser site.	
18.	Tax Deducted At Source(TDS) for overseas supplier (s): Tooling cost / NRE Charges shall be payable after deduction of TDS as per Indian Income Tax Act 1961with latest amendments thereof, if the vendor has permanent establishment in India. Vendor shall also certify whether they have valid PAN issued by Income Tax Department of India. If the vendor has not permanent establishment in India, TDS shall be deducted as Double Taxation Avoidance Agreement.	
19.	Delivery Period/ Supply Time-Line: The delivery of the item has to be within four months or earlier after intimation of lot initiation from SCL.	
20.	Liquidated Damages (LD): If the Contractor fails to deliver the stores within the time specified in the contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5percent) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price.	
21.	Extension of Time: If the completion of supply of stores is delayed due to reason of force majeure such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.	
22.	Despatch of stores after expiry of delivery period: i. After expiry of the delivery period, the vendor should not despatch the stores till such time an extension in delivery	

	<p>period is granted by the Purchaser, and Purchaser reserves the right to cancel the Purchase Order/Contract when the ordered stores items are not received before expiry of the original delivery period or the extended delivery period.</p> <p>ii. In case the stores are dispatched by the vendor before obtaining an extension of the delivery period from the Purchaser, he would be doing so at his risk and no claim for payment shall lie against the Purchaser either in respect of the cost of the stores despatched or any other related expenses which the vendor may have incurred.</p> <p>iii. In case the stores are required by the Purchaser even though they are delivered after the delivery period, the delivery date may be extended and the stores taken delivery off, subject to the right to claim damages for delay in supply.</p>	
23.	<p>Mode of Despatch In case Of Overseas supplier: In case of foreign orders, stores should be despatched by Indian Flag Vessels/Air India or through any Agency nominated by us whose contact details shall be indicated in the purchase order.</p>	
24.	<p>Mode of Despatch In case of indigenous orders: Vendor responsibility.</p>	
25.	<p>Insurance of Stores: Insurance wherever necessary, will be arranged by the Purchaser. The necessity or otherwise of insurance will be as indicated in the Purchase Order/Contract. In case of indigenous order, insurance shall be the responsibility of the vendor.</p>	
26.	<p>Packing and Forwarding: The Contractor shall pack and crate all stores for air/sea/road shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail, air or sea. The Contractors shall be responsible for all damages due to improper packing.</p>	
27.	<p>Fall Clause: The prices charged for the stores supplied under the Contract by the vendor should in no event exceed the lowest price at which the vendor sells the stores of identical description to any other person during the period of the Contract. If at any time, the prices are reduced, the same shall be notified to the Purchaser and shall stand correspondingly reduced.</p>	
28.	<p>Rejection: In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser.</p>	

29.	<p>Replacement: If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Vendor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Vendor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the Purchaser agrees, the price towards replacement items shall be paid by the Purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.</p>	
30.	<p>Arbitration: In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in New Delhi in the Arbitration and Conciliation Centre, New Delhi (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only. Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.</p>	
31.	<p>Applicable Law: The Contract shall be interpreted, construed and governed by the laws of India.</p>	
32.	<p>Whether the Vendor / Supplier is from any country sharing land boundary with India or whether the vendor / supplier is representing any principal vendor /principal supplier sharing land boundary with India. If the vendor / supplier is from any country which shares land border with India or if the vendor /supplier is and Indian Agent representing principal vendor/principal supplier of a country which shares land border with India they need to submit a photo copy documentary proof of Registration with Registration Committee constituted by Department of promotion of Internal Industry and Trade DPIIT Offers received from vendors who fall in this category but does not submit copy of documentary proof of registration shall be rejected.</p>	

33.	The participating Indian Vendors/Suppliers/Service Providers shall indicate specifically whether they fall in the category of Class I local supplier or Class II local supplier or Nonlocal supplier for evaluation as per Ministry of Commerce Industry office order no. P45021/2/2017PP(BEII) dt. 16th September, 2020. The vendor/supplier/Service Provider shall submit declaration as documentary proof in this regard. The provision of above referred OM shall apply for this procurement.	
34.	Indian agent remuneration/service charge (If applicable) shall be payable by the Purchaser directly to the Indian agent in Indian Rupees based on T.T buying rate of exchange prevailing on the date of placement of purchase order within 30 days of acceptance of material at purchaser site.	
35.	Indicate the Name and address of the vendor for placing purchase order along with their e-mail ID, contact person name and designation, Telephone no. and fax no.	
36.	Any Other Term:	

**Yours Faithfully,
(Signature of the Bidder, with Official Seal)**