

**Commercial Terms & Conditions to Tender Ref. No. SCL/PS/44941/MFD/2023
for procurement of E-Beam Metal Deposition Tool**

Filled up response fully stamped and signed by authorized bidder to be scanned and uploaded in Technical Part (Cover-1)

Sl. No.	Description	Vendor's response
1.	<p>DEFINITIONS:</p> <p>a. The term PURCHASER shall mean Semi-Conductor Laboratory, Sector-72, Mohali, Punjab 160071, under the administrative control of MEITY, Government of India.</p> <p>b. The term CONTRACTOR shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractors successors, representative, heirs, executors and administrators unless excluded by the Contract.</p> <p>c. The term STORES shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants machinery and subsequent testing, should such a condition is included in the Purchase Order.</p> <p>d. The term PURCHASE ORDER shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.</p>	
2.	<p>This being two part Tender Technical and Financial parts separate, the bidder should not attach any document(s) containing pricing information alongwith Technical Part (Cover-1). The tenders containing price information in Technical Part (Cover-1) will be summarily rejected. Prices should be indicated in the Financial Part (Cover-2) only.</p> <p>If any pricing information, Vendors like to</p>	

	provide shall be uploaded in Financial Part (Cover-2).	
3.	<p>Export License:</p> <p>The vendor shall inform whether Export License for the tendered equipment is required or not. If required, vendor to provide commitment that they will able to obtain Export License.</p>	
4.	<p>Delivery Terms for Imported supplier:</p> <p>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>	
5.	<p>Delivery Term for Indigenous supplier:</p> <p>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>	
6.	<p>Vendors who are offering the delivery term as DDP/FOR basis, please note that, Purchaser is eligible to issue Customs duty exemption certificate (CDEC) to the contractor under customs notification no.51/96 dated 23.07.1996 and subsequent amendments to enable the contractor to avail off the benefit of concessional rate of customs duty under this notification. Under this notification Basic Customs Duty shall be applicable at the rate 5.5 percent plus GST as applicable. While offering the price, vendor shall take into consideration the same.</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>	
7.	<p>Goods and Service Tax (GST) for Indigenous material:</p>	

	GST shall be payable extra as applicable. Please mention percentage of applicable GST along with HSN Code in your response.	
8.	<p>Export Formalities, Taxes Duties:</p> <p>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>	
9.	<p>Security Deposit (SD):</p> <p>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:</p> <p>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, and 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 the issuing bank shall communicate the genuineness of BG through e-mail from issuing bank domain e-</p>	

	<p>mail ID to sunitagaur@scl.gov.in and copy to harjeet@scl.gov.in followed by hard copy to Ms. Sunita Gaur, Accounts Officer, Semi-Conductor Laboratory, Sector -72, Mohali-160071.</p> <p>In addition the banker may send a scanned copy of the BG as an attachment.</p>	
10.	<p>Validity of Offer:</p> <p>The offer should be valid for a minimum period of 120 days from the date of opening of Techno-Commercial bid and 90 days after opening of Price Bid.</p>	
11.	<p>Terms of Payment in case of overseas supplier(s):</p> <p>Being under Government of India, the normal terms of payment are by Sight Draft. The payment shall be remitted as Under:</p> <p>90% of the PO value shall be paid through Sight Draft within 30 days of receipt of material at Purchaser site against presentation of shipping documents to SCL banker routed through contractor bank. The balance 10% amount shall be payable on successful installation, commissioning and acceptance of the equipment at Purchasers site against a Performance Bank Guarantee and same shall be paid through wire transfer.</p>	
12.	<p>Bank Charges:</p> <p>All bank charges outside India related to the payment shall be borne by the Contractor and all bank charges in India shall be borne by the purchaser.</p>	
13.	<p>Terms of payment in case of indigenous supplier(S):</p> <p>The payment shall be remitted as under:</p> <p>90% of the PO value shall be paid within 30 days of the receipt of the materials at purchaser site and the balance 10% amount shall be payable on successful installation, commissioning and acceptance of the</p>	

	equipment at Purchasers site against a Performance Bank Guarantee.	
14.	<p>Delivery Period:</p> <p>The vendor shall specify their best delivery period inclusive of all Govt. formalities of the exporting country.</p> <p>The vendor shall also provide breakup of the delivery period and installation period separately as per the following details.</p> <p>(i) Supply of system</p> <p>(ii) Vendor shall mention the time required to complete the installation and commissioning after site readiness, at SCL as per the scope of the installation and commissioning of this tender.</p>	
15.	<p>Installation and Commissioning:</p> <p>Installation, commissioning, and demonstration of performance of the tendered stores as per Purchaser tendered specifications shall be carried out by the Contractor at Purchaser s site at S.A.S. Nagar, Punjab, India.</p> <p>The contractor shall provide in advance guidelines for preparation of installation site and list of items to be supplied by Purchaser during installation.</p> <p>On receipt of intimation from the Purchaser, the Contractor shall depute its engineer to the Purchaser site to carry out installation and commissioning and will demonstrate the functionality of the tendered equipment to Purchaser specifications as per mutually agreed acceptance procedure. The Contractor shall be responsible for any loss/damages sustained due to delay on the part of the Contactor to send its engineer for installation and commissioning.</p> <p>Failure to commission the tendered equipment successfully shall entitle Purchaser to full refund of the payment made and the interest</p>	

	thereon. Decision regarding successful installation and commissioning shall rest solely with the Purchase.	
16.	<p>Liquidated Damages (LD):</p> <p>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.</p> <p>Delivery of stores means supply, installation, commissioning & acceptance as applicable.</p>	
17.	<p>Extension of Time:</p> <p>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.</p>	
18.	<p>Despatch of stores after expiry of delivery period:</p> <p>i. After expiry of the delivery period, the vendor should not despatch the stores till such time an extension in delivery 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</p>	

	<p>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>	
19.	<p>Mode of Despatch (for Imported supplier):</p> <p>Stores should be dispatched to IGI Airport, New Delhi through freight forwarder nominated by the Purchaser whose details shall be indicated in the Purchase order.</p>	
20.	<p>Mode of Despatch (for Indigenous supplier):</p> <p>Vendor responsibility.</p>	
21.	<p>Insurance of Stores (for Imported supplier):</p> <p>In case of imported order, Insurance wherever necessary, will be arranged by the Purchaser. The necessity or otherwise of insurance will be as indicated in the Purchase Order/Contract.</p>	
22.	<p>Insurance of Stores (for Indigenous supplier):</p> <p>In case of indigenous order, insurance shall be the responsibility of the vendor.</p>	
23.	<p>Packing and Forwarding:</p> <p>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>	
24.	<p>New Machine Certificate:</p>	

	<p>The vendor shall submit a certificate alongwith the equipment as well as with the documents for claiming payment indicating the date of manufacture and certifying that the equipment supplied is brand new equipment and not used/refurbished / remanufactured/ reconditioned equipment.</p>	
<p>25.</p>	<p>Country of Origin Certificate:</p> <p>The vendor shall inform the Country of Origin of the equipment.</p> <p>After award of the contract the vendor shall submit a certificate of origin along with the shipping documents</p>	
<p>26.</p>	<p>Warranty:</p> <p>The Contractor shall provide for the tendered equipment comprehensive warranty for parts as well as labour for a period of 24 months from the date of successful installation, commissioning, testing and acceptance of the equipment at Purchaser site at no extra charges against any manufacturing defect/faulty workmanship. In case any defect/faulty workmanship arises during warranty period, the Contractor should replace/rectify the same at its own cost at site/works.</p> <p>Contractor to guarantee 90% production uptime for the equipment based on 24 hours working, 7 days a week.</p> <p>Vendor has to provide two preventative visits in the warranty period at no additional cost.</p> <p>Any breakdown occurred during the warranty period shall be addressed within 48 hours.</p> <p>Vendor to provide all consumables parts/ Preventative Maintenance kits required for preventive maintenance during the warranty period.</p> <p>All expenses on the visit(s) of the contractor engineer such as To and Fro travel costs, local transportation, boarding and lodging etc. during warranty shall be borne by the</p>	

	contractor.	
27.	<p>Warranty Replacements:</p> <p>If in the opinion of the Purchaser it becomes necessary to replace or repair defective equipment during the warranty period, such replacement or repair shall be made by the Contractor free of all costs to the Purchaser provided the notice informing the Contractor of the defect is given by the Purchaser in this regard, within period of 26 months from the date of acceptance thereof.</p> <p>All imported replacement parts during the warranty period shall be supplied by the Contractor, free-of-cost on DDP (Delivery Duty Paid) basis with freight and insurance upto Purchaser site at S.A.S. Nagar, Punjab and customs duty applicable in India to the Contractor account including compliance with the customs procedure in India as applicable from time to time.</p> <p>The indigenous replacement parts, if any, shall be supplied by the Contractor free of cost on F.O.R. Purchaser site at SAS Nagar, Punjab basis.</p> <p>Overall responsibility of service and support vests with OEM.</p> <p>All defective parts including the imported parts shall be returned by Purchaser to the Contractor, if requested, on Freight to pay basis after receipt of replacement parts.</p>	
28.	<p>Performance Bank Guarantee (PBG):</p> <p>The Contractor shall furnish a Bank Guarantee (as per format given by purchaser) from any nationalized/scheduled bank for an amount equivalent to 10% of the value of the Purchase Order (PO) or as applicable as per Govt. notification at the time of Purchase Order and shall be valid for a period of 60 days beyond the expiry date of warranty period. On the performance and completion of the Contract in all respects, the Bank guarantee will be returned to the Contractor without any interest.</p>	

29.	<p>POST WARRANTY SERVICE/SUPPORT:</p> <p>Vendor to provide spare & maintenance support for minimum 07 years after expiry of warranty period.</p>	
30.	<p>POST WARRANTY AMC:</p> <p>The vendor shall quote separately for post warranty AMC (labour only) charges per year for a period of 03 years and shall be abide by the Contractor after warranty period. (This would be for reference only and same shall not be considered during commercial evaluation of the tendered item.)</p> <p>The price list for the above shall be uploaded as a separate pdf file in Financial Part (Cover-2).</p>	
31.	<p>SUPPLY OF SPARES AND CONSUMABLES:</p> <p>The contractor shall provide the list of recommended spares and consumables a required for smooth functioning of the tool and quote for the separately. (This would be for reference only and same shall not be considered during commercial evaluation of the tendered item.)</p> <p>The price list for the above shall be uploaded as a separate pdf file in Financial Part (Cover-2).</p>	
32.	<p>REJECTION :</p> <p>In the event that any of the stores supplied by the Vendor 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. If the Vendor fails to do so, the purchaser may at his option either :</p> <p>a. replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or</p> <p>b. terminate the Contract for default or</p>	

	<p>c. acquire the defective stores at a reduced price considered equitable under the circumstances.</p> <p>The provision of this article shall not prejudice the Purchasers rights under LD clause.</p>	
33.	<p>REPLACEMENT:</p> <p>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>	
34.	<p>ARBITRATION:</p> <p>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</p>	

	<p>Arbitration shall be English only.</p> <p>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>	
35.	<p>APPLICABLE LAW:</p> <p>The Contract shall be interpreted, construed and governed by the laws of India. The contract shall be subject to exclusive jurisdiction of the Court of S.A.S. Nagar (Mohali), Punjab irrespective of anything mentioned in any correspondence or otherwise.</p>	
36.	<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>	
37.	<p>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, The vendor/supplier/Service Provider shall submit declaration as documentary proof in</p>	

	<p>this regard.</p> <p>The provision of above referred OM shall apply for this procurement.</p>	
38.	<p>a. Name and address of Indian agent, if any.</p> <p>b. Percentage of Indian agent Remuneration/Service Charge, if any: Indian agent remuneration/service charge 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.</p>	
39.	<p>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.</p>	
40.	<p>Any Other Term:</p>	

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

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

Filled up response fully stamped and signed by authorized bidder to be scanned and uploaded in Technical Part (Cover-1)

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 (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 has 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. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public Sector Undertaking.
6. I / We certify that all information furnished by our Firm is true correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)