**Appendix “A”**

**COMMERCIAL TERMS AND CONDITIONS – TAMIL NADU PHYSICAL EDUCATION AND SPORTS UNIVERSITY**

**Firms are requested to indicate their acceptance for under mentioned**

**Standard Commercial Terms & Conditions of TNPESU**

**Tender No.\_\_\_\_\_\_\_\_\_\_\_\_\_ & Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**High Performance Centre for Sports (HPCS)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No** | **Description** | **Standard TNPESU Terms for Indian Firms** | **Standard TNPESU Terms for Foreign companies having an Indian business office registration / Authorized distributers of foreign firms (original equipment manufacturers) in India** | **Confirmation By Firm**  **(If Not Agreed give reasons)** |
|  | Currency | INR only | INR / USD, EUR, GBP, CHF and SGD only. |  |
|  | Goods and Service Tax (GST) | Indicate % of GST with supporting documents. For details refer point no. 2.15, part II of RFP. | Indicate % of GST with supporting documents. For details refer point no. 2.15, part II of RFP. |  |
|  | Customs Duty | Refer Part II (Point No. 2.15). | Refer Part II (Point No. 2.15). |  |
|  | Terms of Delivery | The prices quoted are F.O.R. TNPESU, Chennai. The prices are in INR | 1. The prices quoted are F.O.R. TNPESU, Chennai. The prices are in INR   Or   1. The prices quoted are all inclusive in \_\_\_\_\_\_ (USD, EUR, GBP, CHF and SGD) currency CIF/CIP duly customs cleared for transit to TNPESU |  |
|  | Packing & Forwarding Charges | Prices are all Inclusive | As per INCO terms 2020 |  |
|  | Freight Charges | Prices are all Inclusive | As per INCO terms 2020 |  |
|  | Insurance Charges | Prices are all Inclusive | As per Incoterms 2020 |  |
|  | Validity of Quotation | 90 days from the date of  Tender opening. | 90 days from the date of  Tender opening. |  |
|  | Performance cum Warranty Bond | The successful bidder may be required to submit Performance cum Warranty Bond (PCWB) in the form of Bank Guarantee (BG), in favour of **“The Registrar, TNPESU, Chennai”** for a sum equal to **10%** of the Contract value (excluding taxes) at the time of acceptance of tender. The Bond submitted in the form of Bank Guarantee (BG) should be valid up to 60 days beyond the date of completion of all contractual obligations, including warranty obligation wherever applicable. The specimen of bond can be provided on request. Indemnity bond: Indemnity bond will be accepted from Government Departments / DPSUs / PSUs in lieu of PCWB / BG in a favour of **“The Registrar, TNPESU, Chennai**.  “The Performance cum Warranty Bond will be forfeited by the Buyer, in case the conditions regarding adherence to delivery schedule and / or other provisions of the Contract / SO are not fulfilled by the Seller.” | The successful bidder may be required to submit Performance cum Warranty Bond (PCWB) in the form of Bank Guarantee (BG) in favour of the **“The Registrar, TNPESU, Chennai”** for a sum to **10%** of the Contract value (excluding taxes) at the time of acceptance of tender.  The BG should be valid up to 60 days beyond the date of completion of all contractual obligations, including warranty obligation wherever applicable. The specimen of bond can be provided on request.  “The Performance cum Warranty Bond will be forfeited by the Buyer, in case the conditions regarding adherence to delivery schedule and/or other provisions of the Contract/ SO are not fulfilled by the Seller.” |  |
|  | Delivery Period | Within 3 **months** from the effective date of Supply Order. | Within 3 **months** from the  Effective date of Supply Order. |  |
|  | Payment Terms | **As per tender document (Point no.3.9 of Part III)** | **As per tender document (Point no.3.9 of Part III)** |  |
|  | Warranty from the date of acceptance /  installation | As per point no. 3.25, part III of RFP. | As per point no. 3.25, part III of RFP. |  |
|  | Inspection stages & Place. | As per point no. 3.21, part III of RFP. | As per point no. 3.21, part III of RFP. |  |
|  | LD clause | 1. Liquidated Damage (LD): The Buyer reserves the right to impose LD in case of delay in supply attributable to the Seller at the rate of **1% per week** or part thereof for stores which the Seller has failed to deliver within the period agreed for delivery in the contract subject to maximum of **10%** of the total order value (excluding taxes & duties). 2. LD can also be levied on the Seller on the basic cost of the stores supplied partially within the scope of the order/ contract that could not be put to use due to late delivery of the remaining stores. | 1. Liquidated Damage (LD): The Buyer reserves the right to impose LD in case of delay in supply attributable to the Seller at the rate of **1% per week** or part thereof for stores which the Seller has failed to deliver within the period agreed for delivery in the contract subject to maximum of **10%** of the total order value (excluding taxes & duties). 2. LD can also be levied on the Seller on the basic cost of the stores supplied partially within the scope of the order/ contract that could not be put to use due to late delivery of the remaining stores. |  |
|  | Product Support | As per point no. 3.26, part III of RFP. | As per point no. 3.26, part III of RFP. |  |
|  | Training | As per point no. 3.32, part III of RFP. | As per point no. 3.32, part III of RFP. |  |
|  | Installation & Commissioning | As per point no. 3.34, part III of RFP | As per point no. 3.34, part III of RFP. |  |
|  | Supply of documents & conformity  certificate | To be provided by the firm along with the supply | To be provided by the firm along with the supply |  |
|  | Earnest Money Deposit  (EMD) | For details refer point no. 1.14, part 1(A) of RFP. | For details refer point no. 1.14, part 1(A) of RFP. |  |
|  | Export license. | TNPESU to provide end use statement, if required for obtaining export license. | TNPESU to provide end use statement, if required for obtaining export license.  **Format of EUC should be submitted along with**  **techno commercial bid** |  |
|  | Agency Commission | Not Applicable. | We certify that this quotation is a direct transaction between TNPESU and us and no agent/agency commission is involved. |  |
|  | Special Terms | It is noted that the “The Registrar, TNPESU” reserves the right to accept/reject our offer in part / full without assigning any reasons and also not be responsible for postal delays. | It is noted that the “The Registrar, TNPESU” reserves the right to accept/reject our offer in part / full without assigning any reasons and also not be responsible for postal delays. |  |
|  |  | We accept all the above terms & Conditions | We accept all the above  terms & Conditions |  |
|  |  |  |
|  | Ordering  Information  [Order to be placed  on] | **(Indicate Name and Address of the firm)** | |  |
| Date:  Place: | | Signature with name and  Designation in block letters and company seal | Signature with name and  designation in block letters  and company seal |  |

**Important Note for Information**

1. This Form to be completed and submitted along with your Techno Commercial Offer and copy of the same to be provided along with your Price Bid.
2. A categorical confirmation of acceptance of all our terms and conditions in to will enable speedy processing of the offer.
3. It is also requested to note that no change is acceptable unless and until proper justification is provided.

**Note:**

**N-1: LC will be opened for a period of 90 days. In case of extension of LC or opening of New LC, the charges will have to be borne by the seller.**

**N-2: Incase the item / Services provided are not working during warranty / extended warranty, for a period beyond Turn Around Time (TAT) the warranty / Extended warranty will be extended by a period equal to the idle time / downtime-TAT.**

**N-3: Payment for warranty / Extended warranty will be paid annually after successful completion of Warranty / Extended Warranty (If Applicable).**

**N-4: The Original EMD should be sent to “The Registrar, TNPESU” along with Technical bid. EMD would be received and returned in INR only.**

**N-5: I / We certify that in the past we have never been banned / debarred for doing business dealings with Govt. of Tamil Nadu / Govt. of India / any other Govt. organization and that there is no enquiry going on by CBI / ED / any other Govt. agency against us.**