

STC-PUR-R02;28-04-2020

STANDARD TERMS AND CONDITIONS OF PURCHASE**1. DEFINITIONS**

- 1.1 The following expressions used in these Terms and Conditions/Purchase Orders shall have the meanings indicated against each of these, unless repugnant to the context and meaning thereof.
- 1.2 FACT/COMPANY/PURCHASER means The Fertilizers and Chemicals Travancore Limited; a company registered under Indian Companies Act with registered office at Eloor, Udyogamandal, Kerala State, India and the term includes its Divisions as applicable.
- 1.3 SELLER/SUPPLIER/VENDOR/CONTRACTOR/MANUFACTURER means the person or company, with whom ORDER is placed by FACT for supply of equipment, materials, stores and /or services.
- 1.4 ORDER means the Purchase ORDER or Work ORDER and all of its Annexures /Attachments (including this Attachment) and documents referred therein together with any subsequent modifications thereto.
- 1.5 ITEM (S) means the MATERIALS (S)/EQUIPMENT (S)/ SPARE PART (S)/ to be supplied by the SELLER as per the ORDER

2. ACCEPTANCE

Seller shall acknowledge receipt of ORDER within 15 days of the date of its issue by returning a copy of the ORDER duly signed by an authorized person in confirmation that Seller accepts the ORDER and is proceeding accordingly. If acknowledgement is not received within 15 days, it will be deemed that the ORDER is accepted in TOTO.

3. SECURITY DEPOSIT

The Seller shall, within 15 days of receipt of order, furnish towards security for faithful performance of ORDER a cash deposit or a Bank Guarantee for a value equal to 5% of the ORDER Value in the Proforma attached. Any delay in activities of FACT due to non-submission of the Acceptance copy of ORDER or Security Deposit by Seller, shall not constitute reasons for extension to Seller's Delivery Promise or waiver of liquidated damages for late delivery. Such Security Deposit shall not be required for ORDERS with price up to INR 5,00,000/- (Rupees Five Lakh only). Security Deposit shall be kept valid until Seller discharges all his/her obligations under ORDER except warranty obligations under the relevant clause of the order.

4. SCOPE OF ORDER

- 4.1 The items described in the ORDER are to be supplied according to the data sheets, tables, specifications and drawings attached thereto and

/or enclosed with the ORDER itself and according to all conditions both general and specific, attached with the ORDER, unless any of them has been modified or cancelled in writing by FACT either as a whole or in part.

- 4.2 Any apparent omission or error in the specifications shall be met by the Seller if such omitted portion is unnecessary for the functioning of the item. The Seller, prior to proceeding with the work under ORDER, shall call to the attention of FACT, any such omission or error or ambiguity in the specifications requiring clarification.

5. PRICES

- 5.1 Unless otherwise agreed to specifically in ORDER, the Price shall remain firm throughout the period of order, including extended periods, if any, and shall not be subject to any escalation on any account.
- 5.2 In the case of overseas supplies, Shipping Terms referred to shall be governed by the definitions of latest INCOTERMS unless otherwise specified in the ORDER.

6. TAXES, DUTIES & LEVIES

- 6.1 All Central, State or Municipal taxes, duties and levies payable on the item/s are deemed to be included in the Price unless otherwise specified. In case the rates of these levies are increased by the Government or any new Tax/Duty/Levy becomes legally payable during the delivery period stipulated in the ORDER, the extra cost so incurred shall be paid by FACT. The benefit of any reduction in respect of these levies shall be passed on to FACT. If the delivery is delayed beyond the time stipulated in the ORDER and the above rates go up or new levies imposed, during this period of delay, the extra costs so incurred shall be borne by the Seller. Claim for variations in the levies shall be supported by documentary evidence and proof of payment.
- 6.2 In the case of overseas supplies, the Seller shall make payment of all taxes, duties and levies chargeable to the export of items in the country of origin and port of shipment/gateway airport.

7. BANK GUARANTEES

All Bank Guarantees required as per the ORDER shall be issued / confirmed by a nationalized/scheduled Indian bank. If the bank guarantee is issued by a bank outside India, a counter guarantee as per our format from an Indian nationalized/scheduled bank in India shall also be furnished.

8. DELIVERY

- 8.1 Equipment/item/s ordered shall be despatched completely assembled and shall require no assembly at FACT site, unless specified otherwise.
- 8.2 Delivery shall be deemed to be completed on the date shown on the lorry receipt, railway receipt, Bill of Lading or Airway Bill in case of delivery ex-works/FOR/FOB/FAS despatch station /



seaport / gateway airport.

OR the date of arrival of consignment at destination or date of receipt of despatch documents endorsed in favour of FACT, whichever is later, in case of delivery at destination

9. DELAY IN DELIVERY/LIQUIDATED DAMAGES

- 9.1 Time is the essence of this contract and the delivery period mentioned in this ORDER shall be strictly adhered to.
- 9.2 If SELLER fails to deliver the equipment and materials covered under ORDER within the delivery time stipulated therein, liquidated damages at the rate of half of one percent (0.5%) of the total Price of ORDER / value of the items which are delayed per week or part thereof subject to a maximum of seven and one half percent (7.5%) of the total price of the ORDER shall be payable by SELLER. Such liquidated damages shall be deducted from Seller's invoices and/or any other payments due to the SELLER. This is without prejudice to Art.11.0.0 below.
- 9.3 Even if supplies are made on time, but Installation & Commissioning gets delayed due to reasons attributable to vendor, then Liquidated Damages (as per relevant clauses of Terms and Conditions of Purchase and Terms and Conditions of Erection & Commissioning) will be applicable for the total order value shown in ORDERS. Also, if supplies get delayed but Erection & Commissioning activity is completed in time and within the total delivery schedule stipulated for supply and erection & commissioning, then Liquidated Damages shall not be applicable.

10. PERFORMANCE WARRANTY

- 10.1 The equipment /spare parts /materials supplied shall be brand new and the Seller shall guarantee that all items shall perform in accordance with the specifications and to be free of all defects in design, material and workmanship. Should any item not perform as intended or should the design, material or workmanship prove defective within a period of twelve (12) months from the date of putting the item into operation or eighteen (18) months from the date of dispatch, whichever is earlier, and the Seller shall be notified thereof, the Seller shall promptly, at his own expense, correct the deficiency so that the item performs in accordance with ORDER specifications. If the Seller fails to take proper corrective action to repair or replace the item within a reasonable time (as decided by FACT) of FACT's notice, FACT shall be free to take such corrective action at the Seller's risk and cost.
- 10.2 In the event of any rectification / replacement, the warranty shall be extended to cover a period of twelve months in operation from the date of such rectification / replacement.
- 10.3 Spare parts supplied shall be perfectly interchangeable with those originally installed in the equipment. Since the interchangeability can normally be checked by FACT only at the time when the spares are used, the Seller shall

guarantee the interchangeability without time limit, provided that no modifications have been carried out to the equipment or the spare part without the Seller's prior written permission.

- 10.4 Even if relevant drawings are approved and/or the item(s) is/are cleared during pre-despatch inspection by FACT, the Seller is not absolved of his responsibility to ensure that the items supplied comply strictly with requirements of the ORDER and FACT shall be free to point out any defect till the warranty period is over.

11. DEFAULT

- 11.1 In the event of any default by Seller to comply with any of the provisions or requirements of the ORDER, FACT shall have the right to terminate / cancel the ORDER with or without notice and without prejudice to any other rights, options, or remedies FACT may have. In the event of such termination /cancellation of the ORDER, FACT shall be entitled to arrange for the procurement of items from alternative suppliers at the risk and cost of the Seller. The waiver of one default shall not be considered as an automatic waiver of any other default.
- 11.2 Any failure by FACT at any time or from time to time to enforce or require strict observance and performance of any of the terms of the ORDER or to exercise any rights herein shall not constitute a waiver of such terms and conditions or rights and shall not affect or impair same or the rights any time to avail of the same.

12. SUSPENSION AND TERMINATION

- 12.1 FACT reserves the right to suspend the ORDER in whole or in part by written notice to Seller at any time prior to despatch of item/s by Seller. On receipt of notice of suspension from FACT, Seller shall immediately stop all activities related to ORDER. On receipt of notice removing the suspension Seller shall re-commence the execution of the ORDER and complete it as per the terms of the ORDER, provided that the delivery period specified in ORDER shall be extended corresponding to the period of suspension including reasonable remobilisation period. If period of suspension exceeds six (6) months, ORDER shall be deemed to have been terminated under Clause 12.2 below unless otherwise agreed to.
- 12.2 Reasonable termination expenses in connection with termination of ORDER shall be as mutually agreed.
- 12.3 However, the above Clauses 12.1 and 12.2 shall not be applicable in case of termination by FACT due to default by Seller.

13. EXPEDITING

When deemed necessary by FACT, this ORDER shall be subject to physical expediting by representatives of FACT or of agents nominated for the purpose, who shall be granted access to any and all parts of Seller's or Seller's sub-suppliers; plants involved in manufacture of items covered by ORDER. Expediting performed



by such representative/agent shall in no way relieve the Seller of delivery obligations under the terms of ORDER.

14. OFFICIAL INSTITUTION TESTING

Seller shall ensure the prompt execution of all approval steps and/or tests made by official institutions, if required in connection with equipment and materials covered under ORDER and the installation thereof. Seller shall be held responsible for any delay in the approval or testing phase as well as for any delay in the submission of necessary certificates. Delay on the part of the above institution will not be considered a reason for extension of delivery period. All expenses related to such official testing shall be to Seller's account.

15. INSPECTION

- 15.1 Items supplied shall be subject to inspection and testing as per Codes, Standards and Procedures that are required to ensure quality of material / item/s as specified in the ORDER. Seller shall arrange such inspection in Seller's shop. Any and all expenses incurred in connection with test, with preparation of reports and with analysis issued by qualified laboratories shall be to Seller's account.
- 15.2 If pre-despatch inspection is specified in the ORDER, representative of FACT shall be granted access to any and all parts of Seller's / sub-supplier's plant(s). Seller shall notify FACT at least 15 working days in advance of the Scheduled date of inspection. Even if the item is cleared during pre-despatch inspection, the Seller is not absolved of his responsibility to ensure that the items supplied comply strictly with requirements of the ORDER.
- 15.3 Inspection waiver if granted shall not absolve the Seller of his responsibility to ensure that the items supplied comply strictly with requirements of the ORDER and shall not in any way impair FACT's right to reject non-conforming items or to avail of any remedies to which FACT is entitled.
- 15.4 Notwithstanding any inspection that may have been done at the Seller's site, final acceptance of items is subject to inspection at FACT site.

16. PATENT INDEMNITY

Seller hereby warrants that the use or sale of the items delivered under the ORDER does not infringe claims of any patent covering such items (to the extent the design for such items is not furnished by FACT) and the Seller agrees to be responsible for and to defend at its sole expense all suits and proceedings against FACT based on any such alleged patent infringement and to pay all costs, expenses on judgement and damages which FACT may have to pay or incur by reason of any such suit or proceedings and to secure the rights for FACT for the continued use of equipment.

17. INDEMNIFICATION

The Seller hereby indemnifies and hold FACT harmless from all claims, losses, demands, causes of action or suits arising out of the services, labour, equipment and materials furnished by Seller under ORDER.

18. FORCE MAJEURE

- 18.1 Neither the PURCHASER nor the SELLER hereto shall be held responsible for any delay or failure to perform any or all the obligations under ORDER caused by Force Majeure. In such a case the time for performance or such obligations and the obligations of the other party to the extent that they are affected by such occurrence will be extended by such period as is duly justified. Notification of a circumstance of Force Majeure shall be given by fax/e-mail addressed to the other party within five (5) working days of its occurrence. This notice of Force Majeure shall be confirmed by a Registered letter despatched within one (1) week, along with appropriate documentary evidence confirming the existence of a situation of Force Majeure.
- 18.2 For the purposes of this clause, Force Majeure means
 - 18.2.1 War or hostilities
 - 18.2.2 Riot or civil commotion
 - 18.2.3 Earthquake, flood, tempest, lightning or other natural calamities, epidemics
 - 18.2.4 Accident, fire or explosion not caused by willful negligence of Seller
 - 18.2.5 Labour strikes or lockout exceeding ten (10) days in duration not caused by any deliberate act or indiscretion by Seller.
 - 18.2.6 Law and Order Proclamation
- 18.3 However, should such a delay, even if due to reason of Force Majeure be protracted for more than three (3) months, FACT shall have the right to cancel ORDER at no charge to FACT and FACT shall be entitled to the reimbursement of any amount already paid to the Seller.

19. SUBLETTING / ASSIGNMENT

SUB-LETTING or assignment of whole or part of the order shall not be permitted except with the prior approval of FACT obtained in writing.

20. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 20.1 This ORDER shall be subject to and shall in all respects be governed by Indian Law.
- 20.2 Except in the cases referred to in the Clause 20.3 below, if any dispute arises out of or relating to or in connection with this contract, between the Contractor and the Owner / FACT, the same shall be amicably settled through mutual discussions, failing which, the unresolved dispute(s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act,



1996, as amended from time to time and number of Arbitrator shall be one. The venue of the Arbitration shall be at Ernakulam and proceedings shall be in English.

- 20.3 In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter-se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning taxation), such dispute / difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- 20.4 Any legal proceedings relating to or in connection with this Contract shall be limited to the exclusive jurisdiction of the High Court of Kerala.

21. COMPLETE AGREEMENT

The terms and conditions of this ORDER shall constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of FACT.

22. TRANSIT INSURANCE

Unless otherwise agreed, transit insurance shall be arranged by FACT under FACT's open cover policy.

23. ORDER OF PRECEDENCE

In case of any conflict between these STANDARD TERM AND CONDITIONS and the SPECIAL TERMS&CONDITIONS agreed to for a particular ORDER, the latter shall prevail to the extent applicable.

ITB-M-R03;27-11-2019

INSTRUCTIONS TO BIDDERS

1. Bidders shall study carefully the complete enquiry documents viz. Notice Inviting Tender, Technical Procurement Specifications, Pre-Qualification Criteria, Instructions to Bidders, Special Terms & Conditions of the Enquiry, Standard Terms and Conditions, Price Bid format, Bank Guarantee formats etc., as applicable to the Enquiry.

2. EARNEST MONEY DEPOSIT (EMD):

2.1 EMD, if specified in the Enquiry / NIT, shall be remitted through RTGS / NEFT. UTR No. / payment receipt shall be submitted along with the Part-A of the bid. Details of Bank A/c for remittance of EMD are given below:

Name of A/c Holder: Fertilisers And Chemicals
Travancore Ltd.

Account Type : Cash Credit
Account No : 57017844467
IFS CODE : SBIN0070158
Name of Bank: State Bank of India
Branch : Udyogamandal
District : Ernakulam
State : Kerala.

2.2 Bids without EMD shall be rejected except in the following cases. EMD will be exempted for Govt. Depts./firms/public sector units / Startups recognised by Dept. of Industrial Policy & Promotion, GoI / MSE units registered under MSMED Act / firms registered under NSIC/Khadi Board etc. as per applicable govt. directives, on submission of valid documents in proof of the same.

2.3 If the bidder retracts from or without request of FACT revises his bid within the validity period of the bid, the EMD shall liable to be forfeited without prejudice to FACT's other rights to claim damages.

2.4 EMD of the bidder whose bid is accepted and order / contract is awarded will be adjusted against Security Deposit (SD) to be remitted or refunded after the remittance of SD as per the terms and conditions of the Contract.

2.5 In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be cancelled and the Earnest Money already deposited by the contractor shall be forfeited without any further reference to the contractor and alternative arrangements made at the risk and cost of the Contractor without prejudice to FACT's other rights to claim damages

2.6 EMD of the unsuccessful bidders shall be refunded immediately after the contract is finalized.

2.7 No interest shall be paid on the EMD.

3. PRE-QUALIFICATION

3.1 The bidders shall meet the pre-qualification criteria prescribed, if any, for the tender. The bids of such bidders who meet the pre-qualification criteria will only be considered for evaluation and ordering.

3.2 Bidders shall submit self-attested copies of supporting documents as specified in the enquiry, failing which such bidders are liable to be considered not meeting pre-qualification criteria and their bids will not be considered further for evaluation and ordering.

3.3 Except in the cases of items / services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience for Startups recognised by Dept. of Industrial Policy & Promotion (DIPP), subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of the such recognition by DIPP.

3.4 FACT may relax conditions of prior turnover and prior experience with respect of Micro and Small Enterprises - MSEs (Ref Cl. 14.2.1 & 14.2.2 below), if specified in the enquiry / pre-qualification criteria for bidders, subject to meeting of quality and technical specifications.

4. The vendor shall confirm their adherence to technical specifications and other terms and conditions of the enquiry documents forming part of this enquiry by furnishing duly filled in Compliance Statement. Deviations to the enquiry terms and conditions, if any, shall be specified therein.

5. Technical Brochures, if any, of all items quoted shall be attached along with the offer. Detailed instruction manuals should accompany supply of items.

6. The approximate weight and size of the offered items shall be indicated in the bid.

7. Transit insurance shall be in the scope of FACT, unless specified otherwise.

8. The payment term offered shall be as specified in the enquiry. Unless otherwise specified, the payment term shall be 100% after receipt and acceptance of the items at FACT Stores.

9. If the situation so warrants, the purchaser reserves the right to accept any part of the offer or portion of the quantity offered and the bidder shall supply the same at the rate quoted.

10. SUBMISSION OF BIDS

- 10.1** Bids shall be submitted in two parts or in single part as specified in the Enquiry.

- 10.2 Bids shall be neatly typewritten or printed in English language, without any over writings.

10.3 TWO PART BIDDING

Bids shall be submitted in two parts, if specified in the Enquiry, as follows:

10.3.1 PART-A: PRE-QUALIFICATION cum TECHNO-COMMERCIAL BID.

A sealed cover, superscribed "PART A - PRE-QUALIFICATION cum TECHNO-COMMERCIAL BID" with Enquiry No., Due Date and name and address of the bidder, which shall contain the following, as applicable, but **WITHOUT ANY MENTION OF THE PRICES:**

- i. EMD Instrument / claim for exemption with supporting documents.
- ii. Pre-qualification format duly filled in along with self-attested copies of supporting documents as specified in the enquiry or claim for exemption as per Cl. 3.3 above with supporting documents.
- iii. Techno-Commercial Offer.
- iv. Drawings, technical specifications, data sheets, catalogues/technical brochures etc. as per Enquiry, as applicable.
- v. Technical Check-List duly filled in.
- vi. Compliance Statement duly filled in.
- vii. UN-PRICED PRICE BID duly filling all relevant columns for P&F, taxes, duties and any other charges, as applicable, as percentage of the basic price quoted, but without mentioning prices. Against each line item the bidder shall mention „QUOTED“ or „NOT QUOTED“ as the case may be.

10.3.2 Part-B: PRICE BID

A sealed cover superscribed "PART B – PRICE BID" with Enquiry No., Due Date and name and address of the bidder, which shall contain Price Bid with all relevant information such as basic price, P&F, taxes, freight etc. as called for each line item.

- 10.3.3 The price bid shall be submitted strictly in the format, if any, attached with the enquiry, failing which the offer is liable to be rejected.

- 10.3.4 Please fill-in all the relevant fields. Blank fields in the price bid format shall be taken as that particular tax / duty / charge is not applicable or as included in the basic price. No claim afterwards will be entertained.

- 10.3.5 Bidders shall quote the unit prices strictly in the order of serial numbers and units as per the Price Bid. The rates of all applicable taxes/duties shall be clearly indicated. The Price Basis shall be indicated in Part-A and the break-up of all expenses shall be furnished in Part-B to facilitate evaluation. The prices shall be firm without any escalation on any account till the order is completely executed.

10.3.6 The prices shall be quoted only in Part B

- 10.3.7 Part A and Part B with the appropriate markings as above shall be enclosed in an outer cover superscribed with Enquiry No., Due Date and name and address of the bidder.

10.4 SINGLE PART BIDDING

Bids shall be submitted with all the documents as specified in Part-A & Part B above in a single sealed envelope superscribed with Enquiry No., Due Date and name and address of the bidder.

- 10.5** The sealed envelope containing the bid shall be addressed to: **The Administrative Officer, PD Administrative Building, FACT Ltd., Udyogamandal P.O., Kochi, PIN 683501, Kerala, India. Phone: 0484 256 8330, 256 8630**

- 10.6** Timely submission of offers along with all the relevant documents online is the responsibility of the bidders. The **bids received at the above address after due date and time are liable to be rejected.**

11. GOODS & SERVICE TAX (GST)

- 11.1 FACT's provisional Id in the state of Kerala is 32AAACT6204C1Z2. The bidder shall furnish the following details in the offer:

- i. Place of supply
- ii. Address of the supplier billing the item if it is different from (i) above.
- iii. GST rates applicable for each item / service.
- iv. HSN / SAC codes applicable for each item / service.

- 11.2 In the case of unregistered supplier, a declaration to that effect with reasons thereof shall be furnished.
- 11.3 In the event of an order, the seller shall
- i. submit GST compliant tax invoice to FACT along with supply and ensure uploading the same as per statute in the prescribed time limit and
 - ii. file monthly returns in time enabling FACT to claim input tax credit.
- 11.4 GST charged by the supplier / contractor shall be released separately to the supplier / contractor only after filing of
- i. the outward supply details & the monthly return on GSTN portal by the supplier / contractor and
 - ii. on matching the input tax credit to such invoice with the corresponding details of outward supply of the supplier / contractor.
- 11.5 In case FACT incurs any loss or liable for any interest, penalty etc. due to denial / reversal of such input tax credit in respect of the invoice submitted by the supplier / contractor, for the reasons attributable to the supplier / contractor, the same shall be recovered from the supplier / contractor.
- 11.6 Further in case FACT is deprived of the input tax credit due to any reason attributable to the supplier / contractor the same shall not be paid or recovered, if already paid to the supplier / contractor.
- 12. OVERSEAS VENDORS**
- Overseas vendors shall note the following while quoting:
- 12.1 Vendor shall quote CFR Cochin (Kochi), India basis.
- 12.2 Shipping terms referred to shall be governed by the definitions of latest INCOTERMS.
- 12.3 Please mention the Country of Origin, location of works, shipping point(s) / port of shipment and Banker's address in the offer.
- 12.4 Seller shall be responsible for all taxes, duties and levies chargeable to export of goods in the country of origin and / or upto Port of Shipment/ Gateway Airport. All taxes and duties in India shall be borne by FACT, excluding those for free replacements due to short shipment / guarantee failure etc.
- 12.5 Agency commission, if any, shall be clearly indicated in the offer with full address of the

Indian Agent. The rate of agency commission, included or payable extra is to be clearly indicated in the offer and shall be shown separately in the Invoice also. Agency commission shall be paid in Indian Rupees.

13. BID OPENING

- 13.1 The bids of all bidders (only Part-A in the case of two part bidding) who submit their Bid by the due date and time shall be opened at the office of the Central Bid Registration Cell (CBRC), PD Administrative Building on the specified bid opening date & time in the presence of the bidders who have submitted the bids against the enquiry or their authorised representatives present.
- 13.2 In the case of Two Part bidding, Part-B - Price Bids of bidders whose Part-A bid is found acceptable based on pre-qualification and techno-commercial evaluation only will be opened on a subsequent date. Price bid opening date & time shall be intimated to the qualified bidders.

14. PURCHASE PREFERENCE:

- 14.1 FACT reserves the right to allow Purchase Preference to Public Sector Enterprises or any other firms as admissible under the existing Government Policy/rules.

14.2 MSE UNITS

- 14.2.1 Firms registered under MSMED Act shall be extended benefits under public procurement policy for MSEs and such other provisions effected by GoI from time to time, as applicable, (hereinafter called „the Policy“) including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof.
- 14.2.2 When supply / service as per the tender is divisible in nature, MSEs quoting within the price band prescribed in the Policy shall be allowed to supply / execute a portion of the requirement as prescribed in the Policy, subject to conditions as mentioned in the Policy.
- 14.2.3 When supply / service as per the tender is non-divisible or non-splitable in nature, MSEs quoting within the price band prescribed in the Policy (in ascending order) may be awarded full / complete supply of total tendered value to such MSEs, subject to conditions as mentioned in the Policy.

14.3 MAKE IN INDIA

- 14.3.1 Purchase preference shall be given to local suppliers in the manner specified in the latest Revision of Public Procurement (Preference to



Make in India) Order 2017, and amendments thereto, subject to orders issued by Deptt. of Fertilisers, Govt. of India.

14.3.2 For the purpose of extending purchase preference as in Cl. 14.3.1 above, the minimum local content shall be 50% and margin of purchase preference shall be 20%, as defined in the above Orders, unless specified otherwise in the Enquiry.

14.3.3 To claim benefits under Make in India Order, the bidder shall provide self-certification or such other certificate(s) as prescribed in the Order, as applicable, that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made

15. DEVIATIONS:

15.1 Bidders are requested not to deviate from enquiry terms & conditions as set out in the enquiry documents / enquiry, such as submission of security deposit, performance bank guarantee, delivery period and payment terms indicated in the enquiry. Offers with deviations in SD clause are liable to be rejected, unless specific exemption is available to any bidder by virtue of any valid govt. Notification / policy. Suitable price loadings shall be done as specified in the enquiry. No advance payment will be made.

16. STANDARDS:

16.1 All the Bids and correspondence, including but not limited to drawings, bill of materials, spare parts list, lubrication requirements, instruction booklets, etc, shall be in English language only.

16.2 Bidders shall quote/supply only acceptable makes of equipment/items as indicated in the enquiry, wherever applicable.

16.3 Where a brand name with the phrase „Or Equal“ has been used in the Enquiry, bidders may offer alternative equipment and materials, which have similar characteristics and provide performance and quality equal or superior to that of the specified brand. Supporting documentation shall be provided.

16.4 All weights and dimensions shall be in metric system only, unless otherwise specified in the enquiry documents.

17. BANK GUARANTEES:

17.1 All Bank guarantees shall be submitted as per the relevant formats attached and shall be issued/confirmed by a nationalized / scheduled bank in India.

18. COMPLETION PERIOD:

18.1 The bidder shall quote completion period for supply and commissioning of the equipment / system (if specified in the enquiry) within the delivery period as required as per the enquiry documents, reckoned from the date of placement of Letter of Intent / Order.

19. CONFORMITY:

19.1 Bids must conform in all respects with the applicable Specifications, Drawings, Data Sheets, and the Terms and Conditions of this enquiry. Bidders must certify in the form of Compliance Statement that his bid complies with all Enquiry documents and Technical Specifications.

19.2 Bidders may offer alternate proposal (viz. his standard design), but in doing so, he must state all deviations and/or exceptions to the enquiry specification and the reasons thereof. However, FACT reserves the right to reject such alternate offers, without assigning any reason whatsoever.

19.3 Normally no deviations are accepted by FACT. If at all the bidder requires any deviations, the same shall be listed out specifically and enclosed with the enquiry as per Compliance Statement. Except for such deviations specifically listed out in the bid, all other terms and conditions in the enquiry form, drawings and Annexures shall be deemed to have been accepted by the bidder.

20. EVALUATION OF QUOTATION

20.1 Unless otherwise specified, the items / quantity in this tender are divisible in nature. i.e. price evaluation and comparison will be done item-wise and orders may be placed on more than one vendor, subject to technical and commercial feasibility, considering economy, user requirement and / or statutory obligations such as purchase preference to MSEs, purchase preference as per Make in India order etc.

20.2 Landed cost of items to be supplied including mandatory spares, operational spares and accessories services, etc. as specified in the enquiry, are considered for determining the L1 bidder. (Landed cost inter - alia, includes taxes, duties, freight, P&F charges, inspection charges and any other additional charges to FACT's account)

20.3 All bids shall be compared in Indian Rupees. In case bids are in foreign currency (applicable to foreign bidders) the exchange rate as on the date of price bid opening will be considered for comparison.

20.4 Terms of payment: Interest charges shall be



considered at the prevailing bank rate for payments not envisaged in the enquiry documents.

- 20.5 Other Deviations: Suitable loading will done for other deviations, if specified in the enquiry.

21. PURCHASER'S RIGHT:

- 21.1 FACT reserves the right to reject any or all bids without assigning any reason whatsoever. No claims shall lie against FACT on this account and FACT's decision in this regard shall be final and binding on the bidders.

22. BID VALIDITY:

- 22.1 The rates quoted by the bidder shall be valid for FACT's acceptance for a period of 90 days from the date of opening of Part-A bids.

23. BLACK LISTED / VENDORS UNDER ENQUIRY HOLIDAY:

- 23.1 Offers of vendors who are Black listed / put under Enquiry Holiday by FACT will not be considered.

24. FRAUD PREVENTION POLICY:

Bidders shall comply with Fraud Prevention Policy of FACT 2012 (FPPF 2012). The said policy is available in FACT Website www.fact.co.in.

25. CORRESPONDENCE

Unless otherwise mentioned specifically, all correspondences relating to this enquiry shall be made in English referring the enquiry number and date, to:

The Senior Manager (Materials),
Corporate Materials,
Petrochemical Division Administrative Building,
FACT Limited, Udyogamandal,
Cochin-683501
India