

Please upload / return this document duly filled-in, along with your bid.



**FACT**

## CHECK LIST FOR COMMERCIAL TERMS

All the columns shall be filled properly with say, "**confirmed**", without leaving blanks. Abbreviations like "N.A." etc., shall not be used, instead, to be given in expanded form. Clauses against which specific confirmation is not furnished shall be considered as bidder accepting FACT terms of enquiry.

Sl. No.	Terms	Bidder Confirmation
1	<b>VALIDITY OF OFFER:</b> 120 Days from the date of bid opening (Part-A, in the case of 2-part bids)	
2	<b>Earnest Money Deposit:</b> Shall be submitted by RTGS/NEFT in favour of FACT Ltd., if applicable as per enquiry. (Exempted for Govt. firms/PSEs/MSE Units / Start-ups / firms registered under NSIC/Khadi Board etc. on submission of valid documentary evidence.)	
3	<b>Pre-Qualification Criteria:</b> All relevant documents shall be submitted, if applicable, as per enquiry	
4	<b>PRICE:</b> Firm till completion of supplies	
5	<b>PRICE BASIS:</b> Delivery and Handing Over at Work Site Basis	
6	<b>GST:</b> GSTIN Regn No. & GSTIN State	
6.1	In case of unregistered supplier, whether declaration to that effect is uploaded	
6.2	Place of supply	
7	<b>INSURANCE:</b> Transit Insurance shall be arranged by BIDDER/CONTRACTOR	
8	<b>SIZE:</b> Approximate weight and size of the consignment(s)	
9	<b>PAYMENT:</b> As per Tender Documents.	
10	<b>SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:</b> Within fifteen (15) days of the ZERO DATE, CONTRACTOR shall provide FACT with a Bank Guarantee as per Proforma given hereof, from a Nationalized Bank in India for a sum calculated at TEN Percentage (10%) of the initial Contract Price, towards security for due and faithful performance of CONTRACTOR. The Bank Guarantee shall be kept valid until all obligations of CONTRACTOR including the warranties vide Article-41 of GCC are fulfilled and a discharge certificate is issued by FACT.	
11	<b>GUARANTEE/DEFECTS LIABILITY PERIOD:</b> As sought in the Enquiry.	
12	<b>DELIVERY PERIOD/COMPLETION PERIOD:</b> Please specify the delivery / completion period offered, in number of Weeks.	
13	<b>MUTUALLY AGREED DAMAGES:</b> As per terms in SCC Clause 38.	
14	<b>JURISDICTION:</b> Any legal proceedings relating to the Order shall be limited to courts of law under the jurisdiction of the Kerala High Court at Ernakulam.	
15	<b>MICRO, SMALL OR MEDIUM ENTERPRISES</b>	
15.1	In case the supplier is registered as Micro, Small or Medium Enterprise under the 'Micro, Small and Medium Enterprises Development (MSMED) Act 2006', please indicate the relevant category and also specify whether the firm is owned by SC / ST / women entrepreneurs. Valid documentary evidence shall be uploaded.	
15.2	Declaration of UAM Number in the CPP Portal is required for availing MSME benefits under PP Policy for MSEs, for tenders invited through CPP Portal. Confirm whether UAM Number is declared in the CPP Portal.	
16	<b>MAKE IN INDIA:</b> For claiming benefits under Preference to Make in India order, please give following details:	
16.1	Whether the item(s) offered meet the minimum local content	

16.2	Location(s) at which the local value addition is made	
17	<b>Bidder's offer Reference Number and Date:</b>	
18	<b>Address to which PO is to be placed:</b>	

### COMPLIANCE STATEMENT

Sl. No. / Cl. No. (as per Enquiry)	Deviation	Reason for Deviation
Technical		
Commercial		

We have read the clause (1.2 of ITB) regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we are not from such a country or if from such a country, has been registered with the Competent Authority as defined in the Clause and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

We hereby confirm that our offer Ref. No: ..... dated ..... against FACT enquiry No.MM/..... dated ..... is in full compliance with the technical specifications and other terms and conditions of the enquiry including all attachments thereto, except for the deviations mentioned above.

Place :

Date :

Office Seal

Signature, Name & Address of the authorized official

Notes:

1. Bidders are advised not to take deviations from the enquiry specifications. FACT reserves the right to reject the offers with deviations without further correspondence.
2. Offers will be evaluated with landed cost to the company including packing and forwarding, freight, taxes & duties and all other extra charges applicable.
3. For deviations in the quoted payment term with regard to the payment term specified in the enquiry, suitable loading with interest at the rate of 7.75% per annum for early payment shall be done, if the quoted term is acceptable to FACT. Please note that, **no advance payment will be given.**
4. For deviations in other terms and conditions, if such deviations are acceptable to FACT, the price quoted shall be loaded suitably, if specified in the enquiry, taking into account the deviations taken by the bidder.