



SPECIAL TERMS AND CONDITIONS OF PURCHASE

ENQUIRY No. MM/172/E24801 dt.27-01-2022

1. SCOPE OF WORK

Design/engineering, manufacturing/supply, inspection/testing, supervision of erection and commissioning, running test and site performance, guarantee/ warranty and comprehensive annual maintenance contract (2 years after warranty period) of the total package of the microprocessor controlled refrigeration system as detailed in Technical Procurement Specifications (TPS- UCTS/TPS/PD/2021-06) for cooling the compressed air as detailed in the specifications.

Being a critical operation and equipment requirement, the condition of prior turnover and prior experience for start-ups cannot be relaxed.

2. SITE

Delivery of the item is required at FACT PETROCHEMICAL DIVISION, Cochin. For foreign vendors, the port of destination for shipment of goods is Kochi (Cochin) Sea Port/ Kochi Airport.

3. TERMS OF PAYMENT:

Supply: 80% of the supply value as per agreed billing schedule will be paid within 30 days after receipt and acceptance of the supplies at site. Balance 20% shall be paid on satisfactory completion of installation & commissioning of the system, and against submission of performance bank guarantee (PBG) for an amount equivalent to 10% of the total order value (supply, installation & commissioning) and SD BG for CAMC.

Installation and commissioning: 100% within 30 days of successful completion of commissioning and installation and against submission of performance bank guarantees.

CAMC Charges: Payment shall be on quarterly basis and 25% of the annual maintenance charges shall be paid, after each quarter, on successful completion of CAMC visit during that quarter and receipt of invoice for the same and on the basis of service report certified by the engineer in-charge.

4. SECURITY DEPOSIT(SD):

The Bidder 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 3% of the ORDER Value valid for the Delivery period, in the Proforma attached.

5. PERFORMANCE BANK GUARANTEE(PBG):

Bidder shall submit Performance Bank Guarantee (PBG) for an amount equivalent to 10% of the total order value (excluding CAMC) valid for the warranty period. Also the bidder shall be required to submit 10% of CAMC value as security deposit (as BG) valid for a period covering the 2 year comprehensive AMC contract term.

All BG's(including SD) shall be submitted with 6 months claim period, as per the relevant formats attached and shall be issued/ confirmed by a nationalized/scheduled Bank in India.

6. PRICE EVALUATION:

The total cost for supply, installation and commissioning, comprehensive annual maintenance contract charges along with applicable P&F, freight charges, taxes, TPI charges, loadings if any, etc. will be evaluated to arrive at the lowest offer and order will be



placed on the lowest bidder (among the prequalified technically acceptable offers). Cost of two year operation SPARES shall not be considered for Price Evaluation.

7. GUARANTEE/ WARRANTEE:

The vendor shall guarantee the refrigeration system against all defects in design, defective materials or bad workmanship for a period of 12 months from the date completion of satisfactory running in of the refrigeration system. During the guarantee period any such defects noticed shall be set right by the vendor at his own cost within a period of one week from the date of intimation by FACT as detailed in TPS. CL.:11.12.

8. COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT(CAMC):

The vendor shall quote for CAMC of the system for a period of two years from the date expiry of warranty period as detailed in TPS CL.: 11.13. The CAMC shall be comprehensive that is including all spares manpower, tools and tackles and consumables. The CAMC rates shall be firm and valid for entire two-year period of CAMC. Payment shall be on quarterly basis and 25% of the annual maintenance charges shall be paid, after each quarter, on successful completion of CAMC visit during that quarter and receipt of invoice for the same and on the basis of service report certified by the engineer in-charge.

9. PRE DESPATCH INSPECTION(PDI) :

Pre dispatch inspection (TPS CL: 11.17) and testing shall be carried out by FACT or their authorized representative at vendor's/ sub vendor's work prior to dispatch as per approved Quality assurance plan(QAP).

Equipment shall be dispatched only after inspection and acceptance by FACT with the necessary inspection release notes after successful inspection.

For overseas vendors, the equipment shall be dispatch only after successful third party inspection carried out by reputed third party inspection agency to be arranged by the vendor at his own cost. Equipment shall be dispatched only with the necessary inspection release notes of TPIA after successful inspection.

10. TEST CERTIFICATES:

Test certificates and documents as noted under relevant clause on documentation shall be shall be dispatched along with supply.

11. VALIDITY OF OFFERS/BIDS:

Bids shall be valid for a minimum period of 120 days from the date of PART A Bid opening. The prices of Two year operation spares shall be valid for the entire period of warranty. However, ordering of spares shall be at the sole discretion of FACT.

12. ORDER OF PRECEDENCE

In the event of any conflict between this Special Terms & Conditions and the Terms and Conditions mentioned elsewhere in the enquiry document, the former shall prevail to the extent applicable.
