



SPECIAL TERMS AND CONDITIONS OF PURCHASE

ENQUIRY No. MM/172/E25297 Dated 20-04-2022

1. SCOPE OF WORK

Study of existing system, Design, engineering, Manufacture, Testing, Supply, erection, post-modification performance guarantee tests, Commissioning and handing over of RLNG Burner/s for Thermal oil Heater, FACT-Petro, UC as per Technical Procurement Specifications (TPS No. 32679-02-PS-001), terms and conditions of tender.

2. SITE

Delivery of the item/s are required at FACT Udyogamandal Complex at Eloor, Udyogamandal.

3. TERMS OF PAYMENT

Supply: 80% of the supply value as per agreed billing schedule, limited to a maximum of 70% of the total value of this work (supply, installation & commissioning), will be paid within 30 days after receipt and acceptance of the supplies at site. Balance shall be paid on satisfactory completion of installation & commissioning of the system, issue of take over certificate and against submission of Performance Bank Guarantee (PBG) for an amount equivalent to 10% of the total order value (supply, installation & commissioning), valid till the end of the guarantee period plus a claim period of 6 months thereafter.

Erection & Commissioning: 100% of the payment shall be made within 30 days after successful commissioning and takeover of the system against invoice, commissioning report and submission of performance bank guarantee as above.

4. DELIVERY PERIOD

Time is the essence of this contract and hence vendors are to quote the least possible delivery time against the delivery period column in Checklist.

Erection and commissioning shall be completed within 45 days from work to proceed notice.

5. WARRANTY (As per Cl. 12 of TPS 32679-02-PS-001 SPL):

- The burner system and parts shall be guaranteed against defects in design, materials, workmanship and performance for a period of 36months from the date of commissioning or 42 months from the date of supply whichever is earlier.
- BMS system shall be guaranteed against defects in design, materials workmanship & performance for a period of 12months from the date of commissioning or 18 months from the date of supply whichever is earlier.as per the details given in the Technical Procurement Specification.
- Other items/s (if any) shall be guaranteed against defects in design, materials, workmanship and performance for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.

6. PERFORMANCE GUARANTEE:

The bidder shall provide performance guarantee to the effect that the system will meet the requirements set forth in the PO with respect to quality, specifications and performance. To ensure



optimal performance of the system supplied by the bidder till the completion of warranty, a Performance Bank Guarantee (PBG) of 10% of the total order value (supply value) shall be submitted in the respective format till the completion of warranty period plus a claim period of 6 months thereafter.

7. SECURITY DEPOSIT:

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 in the Proforma attached.

8. SPARES (As per Cl. 15 of TPS 32679-02-PS-001 SPL): -

- Bidder to indicate the itemized price for each of the mandatory spares as per TPS. The price of mandatory spares will be considered for evaluation.
- The Bidder shall submit the list including unit & quantity of recommended spares for two-year normal operation & maintenance as per TPS. The Purchaser reserves the right to buy any or all recommended spares. Prices of recommended spares will not be used for the evaluation of Bids. Prices of recommended spares shall remain valid for two years from the end of Warranty period; Owner may order such spares any time during this period.

9. PRICE EVALUATION

For price evaluation, supply value + Erection & commissioning charges + mandatory spares+ other items of price bid loading as applicable shall be taken for consideration in addition to applicable P&F, Freight, GST, price loadings etc. to arrive at the lowest offer and order will be placed on the lowest bidder accordingly.

10. 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.
