



## **SPECIAL TERMS AND CONDITIONS OF PURCHASE**

ENQUIRY No.MM/175/E22951 dt.9-2-2021

### **1. SCOPE OF WORK**

The Scope of work shall include detailed engineering, design, manufacturing, testing at works, inspection, supply, transportation, commissioning, trial runs and handing over of Control panels and related accessories for BARGE UNLOADING SYSTEM, including but not limited to the following such as switch board (MCC), earthing, installation materials, acceptance test at site etc. required for safe and successful completion of the job. Imparting training to engineers and technicians for maintenance and configuration of system is also under vendor's scope. The procurement of control panels are required for unloading of Raw materials from barges which is a critical activity for the production of fertilizers.

Being process critical item, no relaxation in Pre Qualification criteria is allowed.

### **2. SITE**

Delivery of the item is required at FACT Cochin Division, Ambalamedu, Ernakulum. 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), valid till the end of the guarantee period plus a claim period of 6 months thereafter.

**Services:** Supervisory charges, Testing & commissioning charges and Training charges shall be payable within 15 days of successful commissioning and take over.

**AMC Charges:** Payable quarterly basis at the end of each quarter against user certified invoices.

### **4. PERIOD OF COMPLETION:**

Vendor shall supply the panel within 120 days from the date of purchase order. However, the time taken by FACT, for approval of drawings and documents submitted by the Vendor shall be deducted for the purpose of finding the actual time taken by the Vendor for supplying panel. After erection of panel by separate contract arranged by FACT (under supervision of vendor) vendor have to commission panel within 30 days from the date of issue of clearance.

### **5. PERFORMANCE BANK GUARANTEE:**

Bidder shall submit Performance Bank Guarantee (PBG) for an amount equivalent to 10% of the total order value as per the relevant formats attached and shall be issued/ confirmed by a nationalized/scheduled Bank in India.

### **6. 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.



## **7. TESTING AND COMMISSIONING :**

- Testing of the System, after installation of panels and associated controls shall be carried out by authorized and trained personnel of the Vendor. Necessary support and assistance, especially for integration of the new Control System with the existing unloading equipment, will be extended by FACT's Engineer in-charge.
- Testing shall include carrying out pre-commissioning checks on Power/ Control wiring, checking of Protection, Alarm and Annunciation, Earthing etc.

The following tests shall be conducted and records submitted to FACT.

- i. Insulation resistance of electrics supplied
- ii. Tests for Controls and Interlocks
- iii. Physical verification of items for compliance with PO Specifications
- iv. Performance test at site by actual unloading of material. A minimum unloading speed of 250 MT/ hour shall be possible, without any limitation from the new Control System.

System shall be deemed to have been commissioned only after successful testing of various controls as specified in the TPS, checking of unloading operation for proper operation and handing over of the System to FACT.

## **8. TRAINING:**

After successful Commissioning of the System, the Vendor shall provide sufficient training to Technicians and Engineers of FACT. The level of the training shall be such that they shall be able to troubleshoot hardware/ software problems/ replace faulty devices/ cards and configure/ re-program after replacement of items.

## **9. ANNUAL MAINTENANCE CONTRACT:**

Vendor shall quote for 2 year on-call basis annual maintenance contract from the date of expiration of warranty. This AMC is for maintenance of the System including Configuration/ Program support. Spare for replacement will not be in Vendor's responsibility. Payment for AMC will be made on quarterly basis, after completion of work for that period.

## **10. GUARANTEE :**

Vendor shall provide minimum 1-year performance warranty from the date of commissioning for the New Control System (including all devices/ components) supplied by him

## **11. EVALUATION CRITERIA:**

Price bids of technically suitable and pre-qualified bidders alone shall be opened and evaluated as follows. Bids shall be evaluated separately considering the price of supply with all accessories, charges of Supervision, Testing & commissioning and Training as well as AMC charges along with applicable P&F, freight charges, GST, loadings if any, etc. to arrive at the lowest offer and order. AMC charges quoted shall be discounted for NPV @ 15% p.a. on quarterly basis for price evaluation purpose.

## **12.BID SECURITY DECLARATION:**

Bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit. Only those bids accompanied by bid security declaration shall be considered for evaluation.

## **13.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