

दि फ़र्टिलाइज़र्स एण्ड केमिकल्स
ट्रावन्कोर लिमिटेड



FACT

THE FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

MAT/ESS/RFO

(भारत सरकार का उद्यम) / (A GOVERNMENT OF INDIA ENTERPRISE)

CORPORATE MATERIALS

GST No : 32AAACT6204C1Z2

Phone : 0484-2546778

2546629 / 2545222

PD ADMINISTRATIVE BUILDING
UDYOGAMANDAL - 683 501, KOCHI, KERALA, INDIA

निर्घ के लिए अनुरोध/REQUEST FOR QUOTATION

Enquiry No : MM/115/E30403

Contact Details

Name : Paul P Thomas

Phone : 0484 2568637, 0484 2568327

Email Id : paulpt@factltd.com

Please submit online quotation for supply of the following items as per the technical specifications and other terms and conditions specified herein. The quotations shall be submitted online through the e-Tendering portal <https://e-procure.gov.in> before the due date and time mentioned therein.

Only online offers shall be considered against the subject enquiry. Tenderers / Contractors are advised to follow the instructions provided in the attached "Instructions to Bidders".

SL No.	Material Code Material Desc	Quantity	Unit
1	646104000 DOUBLE NEEDLE FOUR THREAD PARALLEL CHAIN STITCH BAG CLOSING MACHINE AS PER TPS No. : CD-TSD-2021-25-R3 COCHIN DIVISION	8.000	Number
	Total:	8.00	

OFFER SHALL BE STRICTLY AS PER SL. NOS AND UNITS AS GIVEN ABOVE. IF ANY OF THE ITEMS IS NOT OFFERED, PLEASE INDICATE 'REGRET' AGAINST THE RESPECTIVE SL.NOS.

Special Conditions

1. Items shall be supplied as per the Technical Specification: CD-TSD-2021-25-R3.
2. Order shall be placed for 8 machines, but party shall supply one machine initially for trial to evaluate the machine performance. Only after successful commissioning and ensuring its satisfactory performance for a period of 30 days, FACT shall give clearance for supplying the balance quantity of 7 Nos.
3. The rate of mandatory spares shall be quoted separately by the vendor. Mandatory spares (ordered quantity) need to be supplied along with the bulk supply of machines, after the successful trial of the first machine.
4. Unit rate of mandatory spares as per the attached list in the TPS shall be considered for L1 evaluation. Quantity of mandatory spares ordered shall be as per discretion of FACT.
5. In addition to the mandatory spares in the list, if any additional spares are required for 2 years normal operation, pricelist for the same shall be submitted separately. However it shall not be considered for price evaluation.
6. GUARANTEE: Material supplied shall be guaranteed against poor - workmanship, design and material for a period of 12 months from the date of commissioning or 18 months from the date of supply, whichever is earlier. The original Guarantee Certificate shall be furnished along with the despatch documents.

Fill up and enclose the 'CHECK-LIST FOR COMMERCIAL TERMS' along with the Quotation. 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.

CONDITIONS:

The bidder shall furnish the following along with the offers:

1. The GST registration Number and details of the bidder. In the case of Provisional ID, GST Registration Number shall be provided on receipt of the same.
2. Place of supply
3. Address of the supplier billing the item if it is different from 2 above
4. GST rates applicable for each item
5. HSN / SAC codes of each of the goods / services quoted

In case of unregistered supplier, a declaration to that effect with reason should be furnished.

Our GST ID in the state of Kerala is 32AAACT6204C1Z2.

The prices quoted shall be exclusive of GST. The supplier/ contractor shall do the following:

- a) Submit GST compliant tax invoice to FACT along with supply.

- b) Shall ensure uploading the above invoice as per statute &
- c) file monthly returns in time enabling FACT to claim the input tax credit.

In case FACT incurs any liability (like 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

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.

PLEASE CONFIRM THE FOLLOWING IN THE OFFER:

PAYMENT TERMS: 100% within 30 days of receipt and acceptance of the materials at Stores.

Payment will be made through RTGS. Please furnish the following data along with a cancelled cheque, if not already done:

- (1) Bank Account No. : SB/CC/CA (2) Name of the Bank
- (3) Name & Address of the Bank (4) IFSC No.

LIQUIDATED DAMAGE: In case delivery is delayed beyond the date of delivery stipulated in the Order, LD @ 0.5% of the order value of items not delivered for every week or part thereof delay, limited to a maximum of 7.5% of the total order value.

MICRO, SMALL OR MEDIUM ENTERPRISES: In case the bidder is registered as Micro, Small or Medium Enterprise under the 'Micro, Small and Medium Enterprises Development (MSMED) Act 2006', please indicate the relevant category in the offer and also specify whether the firm is owned by SC/ST Entrepreneurs, along with valid documentary evidence

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

Encl:

- 1. Commercial and Technical Checklists Cum Compliance Statement
- 2. Standard Terms and Conditions.
- 3. PRE QUALIFICATION CRITERIA
- 4. TECHNICAL SPECIFICATION:CD-TSD-2021-25-R3

for The Fertilisers and Chemicals Travancore Ltd

Senior Manager (Materials)

MSE UNITS

Firms registered under MSMED Act shall be extended benefits under public procurement policy for MSEs and such other provisions effected by Gol from time to time, as applicable, including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on

furnishing relevant documents as proof.

MAKE IN INDIA

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 in this regard. For the purpose of extending purchase preference as 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. 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.

Note:

1. In case, you are unable to submit your Quotation for this enquiry, reasons may be intimated to us.
2. Responsibility for reaching the quotation before due date & time rests solely with the bidder.
3. Transit Insurance will be arranged by us. Please quote accordingly.
4. Quotation submitted without our checklist (duly filled and signed) are liable to be rejected.

THIS IS NOT AN ORDER. QUOTATIONS TO BE SUBMITTED AS PER INSTRUCTIONS GIVEN OVERLEAF.

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TECHNICAL PROCUREMENT SPECIFICATION	TECHNICAL SPECIFICATION OF DOUBLE STITCH - TYPE BAG CLOSER MACHINE	CD-TSD-2021-25 -R3	
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TECHNICAL PROCUREMENT SPECIFICATIONS FOR TWIN NEEDLE PARALLEL CHAIN-STITCH BAG CLOSING SEWING MACHINE FOR FACT COCHIN DIVISION

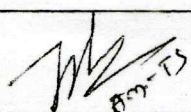
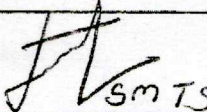
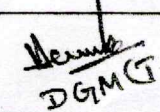

Scope for a supplier: The scope includes the design, manufacture, and supply of twin needle parallel chain stitch (four thread) bag closing machine, automatic start and stop mechanism for sewing, pedestal, mechanical cutter for cutting, drive motor with pulley & drive belt, thread stand/cone on pedestal, control panel & operator panel with electrics & other required accessories and assistance for installation and commissioning of the equipment at site.

Application: For sewing open-mouth fertilizer bags of 50kg HDPE/PP woven bags moving in a conveyor continuously one after another. The conveyor speed and stitching speed shall be synchronized for proper stitching.

Duty: The machine will be continuously running for 24 hours a day throughout the year. The stitching machine offered shall be an industrial-type heavy-duty sewing machine. The machine is for closing the open-mouth bags filled with Ammonium Phosphate Sulphate (20:20:0:13). The bagging area is very dusty and the design shall be made accordingly.

TECHNICAL SPECIFICATIONS

Sewing Head: To be Designed for continuous duty. The stitching thread shall either be 1680/2 Denier or 1400/2 Denier made with 2-ply Multifilament yarn polypropylene. The bags are made of HDPE/PP, outside laminated, conforming to IS 9755 (2021), with a filled bag weight of 50 kg and stitching speed synchronized with a conveyor speed of 17.0 meters/minutes (linear).

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Bagging rate: The present bagging rate is 14 bags/minute. However, the bagging rate may increase up to 18 – 20 bags per minute in the future. The stitching machine shall be capable of handling up to 20 bags/ minute. The stitching speed shall be adjustable to lower values if required.

Sewing Speed of the stitching machine: This shall be in tune with the conveyor speed. The present conveyor speed is approximately 17m / minute (linear speed). The sewing speed shall be adjustable to synchronize with the conveyor speed. The conveyor speed range may be assumed to vary between 15 to 20 meters per minute for all practical purposes.

Needle: 2 Nos, Single Double- Chain Stitch

Stitch length: It should be adjustable, range: 6mm to 10mm

Distance between two parallel chain stitches: Any distance between 6 mm – 10mm

Needle Size: Suitable to the thread (1400 Denier Or 1680 Denier, 2-ply polypropylene multifilament yarn. Needle Size for both thread sizes shall be specified by the vendor.

Seam : Four-thread, twin needle chain-stitch (ISO 401)


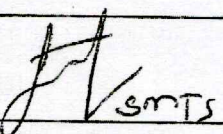
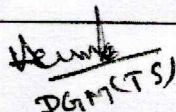

Feeding Direction : Right to left

The thickness of material for stitching: less than 0.5 mm

Thread stand/Cone: Designed to accommodate thread spools of weight 2 kg and fitted on the pedestal (4 nos)

Signal sensing arrangement: Feeler switch type.

Interlocks: vendor to specify with details

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MODUS OPERANDI

On entry of the bag, the stitching machine shall start the sewing. The stitching speed of the machine shall be in tune with the conveyor speed. When the stitching of the bag is completed the thread shall be cut manually by an operator.

The bidder shall offer a suitable mechanical cutting device to make the cutting process easy.

ELECTRICS

Drive Motors : 3 Phase, Voltage range: 380 – 440 V AC, 50 Hz

Motor Power & RPM: selection by vendor, vendor to specify details

Control Panel with contactors, MCB, ON/OFF main switch and other switches, overload relays, fuse, interlocks, indicating bulbs, emergency stop button, and operator panel with start/stop switches, etc required for the smooth, safe, and normal running of the equipment.

Speed variations can be through stepped /adjustable /variable pulley/VFD - **Vendor to specify details**

PEDESTAL

The pedestal shall be designed to accommodate the Sewing head as cantilever load, high stability, adjustable height pedestal with Castor wheels & leveling jack screw, thread stand/cone fitment, and painting.

Details of the existing conveyor and bag are given below for the pedestal design and sizing.

Height of conveyor from the ground : Around 1 m

Width of the conveyor : 540 mm

Existing Conveyor Speed : 17.0 Meter / Minute (approximate)

Type of conveyor : Slat type

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FACT – COCHIN DIVISION

TECHNICAL SERVICES

BAG DETAILS

Bag Height : 915mm+30mm (tolerance)
Bag Width : 610mm+30mm (tolerance)
Bag : HDPE/PP, woven sacks, conforming to **IS 9755 Type II** bag with outside Lamination . There is no inside liner.

Lamination details : Fabric is laminated outside with PP Granules (grade H350EG/H350FG or equivalent). Weight of 23 gms/m²(corresponding to 100 gauge nominal) with an overlap/overhang of 5- 15mm. The lamination will cover the entire outside area of the fabric used. Color of lamination of bags is transparent

Filled wt of Bag : 50kg + 250 gm tolerance

Additional Conditions for the Work

1. The vendor shall supply the items. Installing/commissioning shall be in the presence of a service engineer.
2. The **vendor shall supervise** the installation and commissioning of the machine. **Labor required for installation of the machine shall be provided by FACT CD.** After commissioning the machine shall be put for a performance guarantee test run for 3 days continuously. The vendor shall be present at the site during these 3 days of the test run. This is to ensure trouble-free operation of the machine while on continuous duty. The Rate for supervision shall be quoted separately. The full payment of the procured machine shall be made only after the successful completion of the performance guarantee test run. **Payment terms shall be as detailed in the special conditions of the work.**

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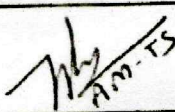
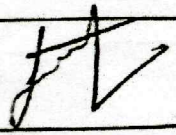




FACT – COCHIN DIVISION

TECHNICAL SERVICES

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3. Operational philosophy, GA and cross-sectional drawings, spare parts list, interlocks, basic lubrication details, etc. shall be furnished along with the quotation.
4. Detailed maintenance manual shall be provided by the vendor. Three copies of the manual shall be provided with supply .
5. The vendor shall provide training to FACT operators on the operation/maintenance of the machine.
6. Tool kit/Special tools – 2 sets shall be provided with supply.
7. The precision of data presented in this TPS is for indicative purposes of getting an overall idea of the work. The manufacturer/vendor may visit the site post-order to check all the parameters up to the desired precision level for their machine. The conveyor speed, conveyor slat arrangement, bag movement in the conveyor, etc. shall also be precisely checked by the vendor to ensure the proper working of the stitching machine.
8. Bidder shall confirm the proper and trouble-free supply of spare parts post-order.
9. **Spares for normal operation(Mandatory spares):**
The mandatory spare list is attached herewith and the unit rate for each item shall be quoted by the bidder. If the Bidder suggests any additional spares, then this shall be specifically mentioned and separately quoted along with the offer.

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	FACT – COCHIN DIVISION	TECHNICAL SERVICES

SPARES FOR NORMAL OPERATION (MANDATORY SPARES)

Sl.No	Description
1	Needle
2	Looper
3	Feed Dog (Front & Rear)
4	Throat plate
5	Needle lock nut
6	Spare cutter
	Drive Belt
8	Presser Footer
9	Miscellaneous screws
10	Motor Carbon with Spring (if any)
11	Motor Carbon Holder cap (if any)
12	Needle Bar with Bushes
13	Thread tensioner
14	Lubricator (if any)
15	Foot Switch 24 V (if any)
16	Spare Motor
17	Sensors
18	Fuse
19	Miscellaneous electrical item Relays, ON/OFF switches, Emergency stop switches, Start/stop switches etc
20	Photoswitch/proximity switch/microswitch
21	Pulley
22	Spare Sewing head assembly complete

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FACT – COCHIN DIVISION

TECHNICAL SERVICES

PREQUALIFICATION CRITERIA

Following will be the Pre-qualification criteria for the procurement of the "DOUBLE NEEDLE FOUR THREAD PARALLEL CHAIN STITCH BAG CLOSING MACHINE".

S.No.	Conditions	Documents to be submitted
1	Bidder should be OEM / authorized supplier / authorized distributor of "Double needle 4 thread parallel chain stitch bag closer sewing machine".	a) In the case of OEM, self-declaration shall be submitted. b) In the case of the authorized supplier / authorized distributor, Submit relevant documentary evidence from OEM. Letter from OEM authorizing to quote for this tender shall be submitted.
2	Bidder should have successfully completed orders of design, manufacture, testing, and supply of minimum (4 Nos) of "Double needle 4 thread parallel chain stitch bag closer sewing machines" in Fertilizer/Cement Industries during the last 7 years ending as on the date of this enquiry.	a) Purchase orders or work orders and satisfactory performance certificate to this effect from the end users including Private / Semi Govt. / State / Central Govt. Undertakings / Companies, if any. b) Proof of Completion - such as Invoice / Despatch documents / Inspection Release Note / Completion Certificate from Client.
3	Bidder should have achieved an average annual turnover of Rs.70.00 lakhs during the last 3 financial years and minimum turnover of Rs.11 lakhs for each of the previous 3 financial years ending on 31.03.2024.	Copies of audited P&L Statements or Turnover Certificate issued by your chartered accountant for the previous 3 financial years.

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



FACT

CHECKLIST 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 the 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	VALIDITY OF OFFER: 90 Days from the date of bid opening (Part-A, in the case of 2-part bids)	
2	Earnest Money Deposit: 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	Pre-Qualification Criteria: All relevant documents shall be submitted, if applicable, as per enquiry	
4	PRICE: Firm till completion of supplies	
5	PRICE BASIS: FOR FACT Stores as per enquiry. If not, please specify.	
6	GST: 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	INSURANCE: Transit Insurance shall be arranged by FACT	
8	SIZE: Approximate weight and size of the consignment(s)	
9	PAYMENT: 100% within 30 days after receipt and acceptance of the items at FACT Stores	
10	SECURITY DEPOSIT: @ 5% of the basic order value [applicable for orders of value above ₹ 5,00,000/- (Rs Five Lakhs)]	
11	GUARANTEE: As sought in the Enquiry	
12	PERFORMANCE BANK GUARANTEE: @ 10% of the basic order value, if specified in the enquiry.	
13	DELIVERY PERIOD/COMPLETION PERIOD: Please specify the delivery / completion period offered, in number of Weeks.	
14	DELAY IN DELIVERY: For orders of basic price above ₹ 25,000/-, Liquidated Damages (LD) will be recovered if delivery is delayed beyond the delivery period stipulated in the order @0.5% of the value of items delayed per week of delay or part thereof, limited to a maximum of 7.5% of the total basic order value (As per Cl. 9 of Standard Terms and Conditions of Purchase)	
15	JURISDICTION: Any legal proceedings relating to the Order shall be limited to courts of law under the jurisdiction of the Kerala High Court at Ernakulam.	
16	MICRO, SMALL OR MEDIUM ENTERPRISES	
16.1	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.	
16.2	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.	
17	MAKE IN INDIA: For claiming benefits under Preference to Make in India order, please give following details:	
17.1	Whether the item(s) offered meets the minimum local content	

17.2	Location(s) at which the local value addition is made	
18	Bidder's offer Reference Number and Date:	
19	Address to which PO is to be placed:	

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 5.65% 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.

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 necessary 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.