

दि फ़र्टिलाइज़र्स एण्ड केमिकल्स
ट्रावन्कोर लिमिटेड



FACT

THE FERTILISERS AND CHEMICALS
TRAVANCORE LIMITED

MAT/ESS/RFQ

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

CORPORATE MATERIALS

PD ADMINISTRATIVE BUILDING

UDYOGAMANDAL - 683 501, KOCHI, KERALA, INDIA

GST No : 32AAACT6204C1Z2

Phone : 0484-2546778

2546629 / 2545222

निर्घ के लिए अनुरोध/REQUEST FOR QUOTATION

Bidder(s) Concerned

Enquiry No : MM/131/E30538

Enquiry Date : 17.12.2024

Enquiry Due Date/Time: 31.12.2024 / 14:00:00

Bid Opening Date/Time: 01.01.2025 / 14:30:00

Dear Sir,

Please submit your quotation in two parts as follows:

1. PART - A: A sealed cover superscribed PART-A, containing all technical and commercial details without mentioning anything on the price. Along with this an unpriced price-bid also shall be sent.

2. PART - B: Another sealed cover superscribed PART-B, containing price details.

The two covers PART-A and PART-B shall be enclosed in a single envelope, superscribing our Enquiry No. and Due Date and addressed to CENTRAL BID REGISTRATION CELL, PD - ADMINISTRATIVE BUILDING, FACT Ltd., UDYOGAMANDAL P.O. KOCHI - 683 501, KERALA so as to reach us on or before the due date and time shown above.

On the specified bid opening date, only the cover containing PART-A will be opened in the presence of tenderers or their authorized representatives, whoever is present. PART-B covers of the tenders found acceptable, based on evaluation of PART-A, will be opened on a subsequent date and time, which shall be intimated to the tenderers who submit acceptable bids.

SL Material Code

No. Material Desc

Quantity

Unit

1

863900221

2.000

Number

Float Operated Level Switch, External Cage, Horizontal, High Temperature and Pressure for Boiler Steam Drum High/Low switching.

PROCESS DATA

Fluid Medium: Boiler Feed Water/ Steam

Pressure: 150 Bar

Temperature :(Max): 400 Deg.C

Steam Conductivity <0.2µs/cm

Total Iron <0.02mg/kg

Total Copper <0.003mg/kg

Na + K < 0.01mg/kg

Silica <0.02mg/kg

SiO2 <0.3mg/kg

PO4 max: 2 to 6 mg/kg

ENGINEERING DETAILS

Technology: Sealed External Chamber, Float Operated A106B Carbon

Steel Construction

Chamber : 6# SCH. 160 CS Chamber

Max Working pressure: 165 Bar

Orientation: Top/Bottom

Process Connection: 1 Inch Socket Weld

Float: 316SS Attractive Sleeve, 12 Gauge

Chamber Material: A106B Carbon Steel

Switch Mechanism: Dry Contact, 300SS Ceramic Switch mechanism for high

Temperature-Hermetically sealed.

Electrical Contacts: 1 AMP 250VAC, 1 AMP 30VDC, DPDT and 2 NO + 2 NC

(Gold plated Contacts), 1/2" NPTF Cable Entry.

Enclosure Type: ATEX Flame Proof Enclosure EEXD IIC T6

Stainless Steel Tags permanently attached to Housing Chamber

Approvals/Certification

Calibration certificate, Inspection Report, Report of

| SL No. | Material Code Material Desc | Quantity | Unit |
|--------|---|--|------|
| | Compliance/Conformance and Certification of Certificate of Hydrostatic Pressure Test. | | |
| | UDYOGAMANDAL DIVISION | 2 ,(CENVAT-No;VAT-No) To be delivered to UDYOGAMANDAL DIVISION | |
| | Total: | 2.00 | |

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.

1) SPECIAL CONDITIONS:

1. 12/18 months' warranty required.
2. The item to be supplied as fully assembled units only.
3. Calibration certificate, Inspection Report and Certificate of Hydrostatic Pressure Test required.
4. IBR Certificate for the pressure rating up to 165 bar and temp rating upto 400 deg C
5. O&M Manual is required (Min 2 sets each).

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.

for The Fertilisers and Chemicals Travancore Ltd

Manager(Purchase)

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.

10021575,3004

INSTRUCTIONS TO BIDDERS for e-TENDERS

1. INTRODUCTION

- 1.1. Bidders shall study carefully the complete enquiry documents viz. Notice Inviting Tenders, Technical Procurement Specifications, Pre-Qualification Criteria, Instructions to Bidders, Special Terms & Conditions of the enquiry, Standard Terms and Conditions, Price Bid format (BoQ), Bank Guarantee formats etc., as applicable to the Enquiry.
- 1.2. Eligibility for quoting shall be as per the provisions of the latest Revision of Public Procurement (Preference to Make in India) Order 2017, and amendments thereto.
- 1.3. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (Registration Committee constituted by Deptt. for Promotion of Industry and Internal Trade (DPIIT), Govt of India (GoI). This applies to any sub-contractor engaged by the bidder also. The bidder shall enclose a certificate to this effect in their bid along with copy of such registration, if applicable.
- 1.4. The provision under 1.3 above will not apply to bidders from those countries (even if sharing land border with India) to which GoI has extended lines of credit or in which the GoI is engaged in development projects.
2. Offers against this enquiry shall be submitted online on e-procurement portal <https://e-procure.gov.in>, with valid 'Digital Signature Certificate' (DSC). Offers submitted on any other platform or in any other mode including e-mails, typed/printed offers as hard copy etc. SHALL NOT be accepted.
3. All interested bidders are requested to register themselves on the above website with their valid DSC. It is mandatory for bidders to have valid DSC (of Class II or Class III) issued by any of the Certifying Authority approved by Govt. of India for participating in the enquiry. Valid DSC shall be arranged by the bidders themselves at their cost. Bidders may refer **Bidders Manual Kit** available on the above website for detailed information and instructions for registering, submitting offers etc.
4. The documents, if any, which necessarily have to be submitted in originals if specified specifically in the enquiry documents, shall be submitted offline. However, scanned copies of such documents shall be uploaded along with the offer submitted online.

5. EARNEST MONEY DEPOSIT (EMD):

- 5.1 EMD, if specified in the Enquiry / NIT, shall be

remitted through RTGS / NEFT. UTR No. / scanned copy of the payment receipt shall be submitted along with the Part-A of the bid. Details of Bank A/c for remittance of EMD are given below:

Name of A/c Holder: Fertilisers And Chemicals Travancore Ltd.

Account Type : Cash Credit
 Account No : 57017844467
 IFS CODE : SBIN0070158
 Name of Bank: State Bank of India
 Branch : Udyogamandal
 District : Ernakulam
 State : Kerala.

- 5.2 Bids without EMD shall be rejected except in the following cases. EMD will be exempted for Govt. Depts./firms/public sector units / Startups recognised by Dept. of Industrial Policy & Promotion, GoI / MSE units registered under MSMED Act / firms registered under NSIC/Khadi Board etc. as per applicable govt. directives, on submission of valid documents in proof of the same.
- 5.3 If the bidder retracts from or without request of FACT revises, his bid within the validity period of the bid, the EMD shall liable to be forfeited without prejudice to FACT's other rights to claim damages.
- 5.4 EMD of the bidder whose bid is accepted and order / contract is awarded will be adjusted against Security Deposit (SD) to be remitted or refunded after the remittance of SD as per the terms and conditions of the Contract.
- 5.5 In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be cancelled and the Earnest Money already deposited by the contractor shall be forfeited without any further reference to the contractor and alternative arrangements made at the risk and cost of the Contractor without prejudice to FACT's other rights to claim damages
- 5.6 EMD of the unsuccessful bidders shall be refunded immediately after the contract is finalized.
- 5.7 No interest shall be paid on the EMD.

6. PRE-QUALIFICATION

- 6.1 The bidders shall meet the pre-qualification criteria prescribed, if any, for the tender. The bids of such bidders who meet the pre-qualification criteria will only be considered for evaluation and ordering.
- 6.2 Bidders shall submit self-attested copies of supporting documents as specified in the enquiry, failing which such bidders are liable to be

considered not meeting pre-qualification criteria and their bids will not be considered further for evaluation and ordering.

6.3 Except in the cases of items / services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience for Startups recognised by Dept. of Industrial Policy & Promotion (DIPP), subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of the such recognition by DIPP.

6.4 FACT may relax conditions of prior turnover and prior experience with respect of Micro and Small Enterprises – MSEs (Ref Cl. 17.2.1 & 17.2.2 below), if specified in the enquiry / pre-qualification criteria for bidders, subject to meeting of quality and technical specifications.

7. The vendor shall confirm their adherence to technical specifications and other terms and conditions of the enquiry documents forming part of this enquiry by furnishing duly filled in Compliance Statement. Deviations to the enquiry terms and conditions, if any, shall be specified therein.

8. Technical Brochures, if any, of all items quoted shall be attached along with the offer. Detailed instruction manuals should accompany supply of items.

9. The approximate weight and size of the offered items shall be indicated in the bid.

10. Transit insurance shall be in the scope of FACT, unless specified otherwise.

11. The payment term offered shall be as specified in the enquiry. Unless otherwise specified, the payment term shall be 100% after receipt and acceptance of the items at FACT Stores.

12. If the situation so warrants, the purchaser reserves the right to accept any part of the offer or portion of the quantity offered and the bidder shall supply the same at the rate quoted.

13. SUBMISSION OF BIDS

13.1 Bids shall be submitted in two parts or in single part as specified in the Enquiry.

13.2 TWO PART BIDDING

Bids shall be submitted in two parts, if specified in the Enquiry, as follows:

13.2.1 **PART-A: PRE-QUALIFICATION cum TECHNO-COMMERCIAL BID.**

This part shall contain:

- i. Scanned copy of EMD Instrument / claim for exemption with supporting documents.
- ii. Pre-qualification format duly filled in along with self-attested scanned copies of supporting documents as specified in the enquiry or claim for exemption as per Cl. 6.3 above with supporting documents.
- iii. Techno-Commercial Offer.
- iv. Drawings, technical specifications, data sheets, catalogues/technical brochures etc. as per Enquiry, as applicable.
- v. Technical Check-List duly filled in.
- vi. Compliance Statement duly filled in.
- vii. UN-PRICED PRICE BID duly filling all relevant columns for P&F, taxes, duties and any other charges, as applicable, as percentage of the basic price quoted, but without mentioning prices. Against each line item the bidder shall mention 'QUOTED' or 'NOT QUOTED' as the case may be.

13.2.2 Part-B: PRICE BID

This part shall contain Price Bid i.e. Bill of Quantity (BoQ) attached to the enquiry filling all relevant information such as, name of the bidder, and basic price, P&F, taxes, freight etc.as called for each line item.

13.2.3 The priced BoQ shall be uploaded strictly in the format attached with the enquiry, failing which the offer is liable to be rejected. Renaming or changing format of the BoQ sheet will not be accepted by the System.

13.2.4 Please fill-in all the relevant fields. Blank fields in the uploaded BoQ shall be taken as that particular tax / duty / charge is not applicable or as included in the basic price. No claim afterwards will be entertained.

13.2.5 Prices shall be quoted only in the prescribed BoQ and those indicated elsewhere, if any, shall not be considered.

13.2.6 Bidders shall quote the unit prices in figures strictly in the order of serial numbers and units as per the Price Bid (BOQ). The rates of all applicable taxes/duties shall be clearly indicated. The Price Basis shall be indicated in Part-A and the break-up of all expenses shall be furnished in Part-B to facilitate evaluation. The prices shall be firm without any escalation on any account till the order is completely executed.

13.2.7 **BoQ shall be uploaded only in Part B**

13.3 SINGLE PART BIDDING

Bids shall be submitted with all the documents as specified in Part-A & Part B above in a single part.

13.4 All parts of the Bid shall be uploaded with all relevant documents **before due date & time** in the above portal. The system does not allow submission of bids or any other document forming part of the bid after the due date & time of bid submission. Non-submission of any document or submission of incomplete documents may result in rejection of offers.

13.5 Timely submission of offers along with all the relevant documents online is the responsibility of the bidders. The bids shall be submitted well in advance to avoid last minute issues like non availability of internet, server etc., FACT shall not be held responsible for bidder's inability to submit documents in time due to power failure, non-availability of internet etc., and for incomplete submission of offers or non submission of any documents forming part of the offers.

14. GOODS & SERVICE TAX (GST)

14.1 FACT's provisional Id in the state of Kerala is 32AAACT6204C1Z2. The bidder shall furnish the following details in the offer:

- i. Place of supply
- ii. Address of the supplier billing the item if it is different from (i) above.
- iii. GST rates applicable for each item / service.
- iv. HSN / SAC codes applicable for each item / service.

14.2 In the case of unregistered supplier, a declaration to that effect with reasons thereof shall be furnished.

14.3 In the event of an order, the seller shall

- i. submit GST compliant tax invoice to FACT along with supply and ensure uploading the same as per statute in the prescribed time limit and
- ii. file monthly returns in time enabling FACT to claim input tax credit.

14.4 Deleted.

14.5 In case FACT incurs any loss or liable for any 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.

14.6 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.

15. OVERSEAS VENDORS

Overseas vendors shall note the following while quoting:

15.1 Vendor shall quote CFR Cochin (Kochi), India basis.

15.2 Shipping terms referred to shall be governed by the definitions of latest INCOTERMS.

15.3 Please mention the Country of Origin, location of works, shipping point(s) / port of shipment and Banker's address in the offer.

15.4 Seller shall be responsible for all taxes, duties and levies chargeable to export of goods in the country of origin and / or upto Port of Shipment / Gateway Airport. All taxes and duties in India shall be borne by FACT, excluding those for free replacements due to short shipment / guarantee failure etc.

15.5 Agency commission, if any, shall be clearly indicated in the offer with full address of the Indian Agent. The rate of agency commission, included or payable extra is to be clearly indicated in the offer and shall be shown separately in the Invoice also. Agency commission shall be paid in Indian Rupees.

16. BID OPENING

16.1 The bids of all bidders (only Part-A in the case of two part bidding) who submit their Bid by the due date and time shall be opened online, on the specified bid opening date & time

16.2 In the case of Two Part Bidding, Part-B - Price bids of bidders whose Part-A bid is found acceptable based on pre-qualification and techno-commercial evaluation only will be opened on a subsequent date. Price bid opening date & time shall be intimated to the qualified bidders by email, SMS etc. through the system.

17. PURCHASE PREFERENCE:

17.1 FACT reserves the right to allow Purchase Preference to Public Sector Enterprises or any other firms as admissible under the existing Government Policy/rules.

17.2 MSE UNITS

17.2.1 Firms registered under MSMED Act shall be extended benefits under public procurement

policy for **MSEs** and such other provisions effected by GoI from time to time, as applicable, (hereinafter called 'the Policy') including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof.

17.2.2 MSE bidders shall declare their UAM number in the CPP Portal, failing which such bidders will not be able to enjoy the benefits as per the Policy for tenders invited electronically through CPP Portal.

17.2.3 When supply / service as per the tender is divisible in nature, MSEs quoting within the price band prescribed in the Policy shall be allowed to supply / execute a portion of the requirement as prescribed in the Policy, subject to conditions as mentioned in the Policy.

17.2.4 When supply / service as per the tender is non-divisible or non-splitable in nature, MSEs quoting within the price band prescribed in the Policy (in ascending order) may be awarded full / complete supply of total tendered value to such MSEs, subject to conditions as mentioned in the Policy.

17.2.5 The list of items as given in the appendix to the policy are reserved for exclusive purchase from MSEs. Procurement of items in this list will only be from MSEs and will be made from other vendors (non-MSEs) only in case of no acceptable offer from MSEs.

17.2.6 Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments from Government buyers. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. FACT is registered on the TReDS platform by Receivable Exchange of India Limited (RXIL), Mumbai. The MSME vendors can avail the TReDS facility, if they want to.

17.3 **MAKE IN INDIA**

17.3.1 Purchase preference shall be applicable only to Class 1 local suppliers (suppliers or service providers whose goods, services or works offered for procurement has local content equal to or more than 50%) 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.

17.3.2 For the purpose of extending purchase preference as in Cl. 17.3.1 above, margin of purchase preference shall be 20% or as defined in the above Orders, unless specified otherwise in the

Enquiry.

17.3.3 When supply / service as per the tender is divisible in nature, Class 1 Local Suppliers quoting within the price band prescribed in 17.3.2 above shall be allowed to supply / execute a portion of the requirement as prescribed in the Make in India Order, subject to conditions as mentioned therein.

17.3.4 When supply / service as per the tender is non-divisible or non-splitable in nature, Class 1 Local Suppliers quoting within the price band prescribed in 17.3.2 above (in ascending order) may be awarded full as prescribed in the Make in India Order, subject to conditions as mentioned therein.

17.3.5 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

18. **DEVIATIONS:**

18.1 Bidders are requested not to deviate from enquiry terms & conditions as set out in the enquiry documents / enquiry, such as submission of security deposit, performance bank guarantee, delivery period and payment terms indicated in the enquiry. Offers with deviations in SD clause are liable to be rejected, unless specific exemption is available to any bidder by virtue of any valid govt. Notification / policy. Suitable price loadings shall be done as specified in the enquiry. No advance payment will be made.

19. **STANDARDS:**

19.1 All the Bids and correspondence, including but not limited to drawings, bill of materials, spare parts list, lubrication requirements, instruction booklets, etc, shall be in English language only.

19.2 Bidders shall quote/supply only acceptable makes of equipment/items as indicated in the enquiry, wherever applicable.

19.3 Where a brand name with the phrase 'Or Equal' has been used in the Enquiry, bidders may offer alternative equipment and materials, which have similar characteristics and provide performance and quality equal or superior to that of the specified brand. Supporting documentation shall be provided.

19.4 All weights and dimensions shall be in metric system only, unless otherwise specified in the enquiry documents.

20. BANK GUARANTEES:

- 20.1 All Bank guarantees shall be submitted as per the relevant formats attached and shall be issued/confirmed by a nationalized / scheduled bank in India.

21. COMPLETION PERIOD:

- 21.1 The bidder shall quote completion period for supply and commissioning of the equipment / system (if specified in the enquiry) within the delivery period as required as per the enquiry documents, reckoned from the date of placement of Letter of Intent / Order.

22. CONFORMITY:

- 22.1 Bids must conform in all respects with the applicable Specifications, Drawings, Data Sheets, and the Terms and Conditions of this enquiry. Bidders must certify in the form of Compliance Statement that his bid complies with all Enquiry documents and Technical Specifications.
- 22.2 Bidders may offer alternate proposal (viz. his standard design), but in doing so, he must state all deviations and/or exceptions to the enquiry specification and the reasons thereof. However, FACT reserves the right to reject such alternate offers, without assigning any reason whatsoever.
- 22.3 Normally no deviations are accepted by FACT. If at all the bidder requires any deviations, the same shall be listed out specifically and enclosed with the enquiry as per Compliance Statement. Except for such deviations specifically listed out in the bid, all other terms and conditions in the enquiry form, drawings and Annexures shall be deemed to have been accepted by the bidder.

23. EVALUATION OF QUOTATION

- 23.1 Unless otherwise specified, the items / quantity in this tender are divisible in nature. i.e. price evaluation and comparison will be done item-wise and orders may be placed on more than one vendor, subject to technical and commercial feasibility, considering economy, user requirement and / or statutory obligations such as purchase preference to MSEs, purchase preference as per Make in India order etc.
- 23.2 Landed cost of items to be supplied including mandatory spares, operational spares and accessories services, etc. as specified in the enquiry, are considered for determining the L1 bidder. (Landed cost inter - alia, includes taxes, duties, freight, P&F charges, inspection charges and any other additional charges to FACT's account)
- 23.3 All bids shall be compared in Indian Rupees. In

case bids are in foreign currency (applicable to foreign bidders) the exchange rate as on the date of price bid opening will be considered for comparison.

- 23.4 Terms of payment: Interest charges shall be considered at the prevailing bank rate for payments not envisaged in the enquiry documents.

- 23.5 Other Deviations: Suitable loading will done for other deviations, if specified in the enquiry.

24. PURCHASER'S RIGHT:

- 24.1 FACT reserves the right to reject any or all bids without assigning any reason whatsoever. No claims shall lie against FACT on this account and FACT's decision in this regard shall be final and binding on the bidders.

25. BID VALIDITY:

- 25.1 The rates quoted by the bidder shall be valid for FACT's acceptance for a period of 90 days from the date of opening of Part-A bids.

26. ENQUIRY UPDATES:

- 26.1 Bidders are requested to visit our web site (www.fact.co.in) or Central Public Procurement Portal (<https://eprocure.gov.in>) for any updates/corrigenda on the enquiry, including extension of due date, if any. No advertisement will be given in the print media.

27. BLACK LISTED / VENDORS UNDER ENQUIRY HOLIDAY:

- 27.1 Offers of vendors who are Black listed / put under Enquiry Holiday by FACT will not be considered.

28. 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.

29. GENERAL

Unless otherwise mentioned specifically, all correspondence relating to this enquiry shall be made in English referring the enquiry number and date, to:

The Senior Manager (Materials),
 Corporate Materials,
 Petrochemical Division Administrative Building,
 FACT Limited, Udyogamandal,
 Kochi-683501, India

ANNEXURE-A
PRE-QUALIFICATION(PQ) CRITERIA

| Sl.No. | PQ Criteria | Documents to be submitted by the bidder along with the tender. |
|---------------|---|---|
| 1 | The bidder shall be an original equipment manufacturer (OEM) or Indian Subsidiary for the offered float-operated level switches. OR The bidder shall be the Authourised dealer/distributor/channel partner of the OEM, of the offered float-operated level switches prior to a period of 12 months continuously as on date of Notice Inviting Tender (NIT) | In case of manufacturer, self-declaration with details of manufacturing facility along with full contact address along with product details and PO copies for meeting. OR In the case of authorised dealer/distributor/Channel Partner, an authorisation letter from the OEM indicating that they are the authorised dealer/distributor/Channel Partner of the OEM prior to a period of 12 months as on date of NIT. |
| 2 | The offered float-operated level switches or its preceeding series shall be in operation in high-pressure (110 bar) boiler drum level measurement applications in India satisfactorily for a period of 5 years in Ammonia/Refinery/Petrochemical plants within a period of 10 years from the date of NIT. | Performance certificate / MOM / E-mail issued by the end user clearly indicating the make of level switches and shall reflect the period of performance. Detailed address and contact |
| 3 | Bidder should have supplied float-operated level switches for high pressure boiler drum Level measurement application in India within last 3 years period as on date of NIT | Copy/Copies of the Purchase order(s) in the name of the bidder or OEM clearly indicating the PO number with date and item description and quantity. Note that Purchase orders shall be to Ammonia/Refinery/Petrochemical plants. |
| 4 | The bidder shall not be black listed or under a declaration of ineligibility by any Central/State Govt.Departments/Agencies/PSUs for corrupt or fraudulent practices. | A self declartion by the bidder duly signed and stamped by their authorised signatory. |
| 5 | Average annual turnover of the bidder shall be Rs.20 lakhs or above for the last three financial years ending on 31.03.2023 and the minimum turnover per year shall be Rs.3 lakhs in each of the last three financial years ending 31.03.2023 | Bidder shall submit copy of the audited balance sheet/profit and Loss Account for the previous three financial years ending on 31.03.2023 |

NOTE: 1) FACT has the liberty to verify the documents and details submitted by the bidder and to accept or reject the quotation.
2) Offers of Pre-Qualified Bidders only be Technically evaluated.
3) Offers, which comply both PQC and Technical requirements only be finally accepted.

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.

STC-PUR-R02;28-04-2020

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.