

FACT CORPORATE MATERIALS	SUPPLY OF COCONUT OIL TO FACT'S CANTEENS AT UDYOGAMANDAL DIVISION AT UDYOGAMANDAL AND COCHIN DIVISION AT AMBALAMEDU	Enquiry No. MM/144/27953 dated 03.08.2023
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Annexure-IV

**SPECIAL TERMS AND CONDITIONS**

**1. SCOPE OF SUPPLY**

The estimated total quantity of Coconut Oil to be supplied is approximately 16,800 kgs. for one year i.e. 10,800 Kgs. for FACT UC & 6,000 Kgs. for CD. These are only approximate indications and the daily/annual supply is liable to vary either way depending on the requirement. FACT reserves the right to reduce or increase the quantity at any time without assigning any reason whatsoever and does not give any guarantee regarding the quantity required to be supplied. The contractor shall be liable to carry out the work as per the actual requirement from time to time

2. **PERIOD OF CONTRACT:** The period of contract shall be **one year** tentatively from 01.10.2023 (or) from the date of commencement of work as per Letter of Intent / Purchase Order.

3. The successful bidder (Contractor) shall be required to furnish 5% of total contract value as an interest free Security Deposit (SD) applicable for 1 year, by DD or by Bank Guarantee issued by a Nationalised/Scheduled Bank as per the Proforma prescribed, within 15 days of receipt of the work order. Supplier who is unable to remit SD amount or submit BG shall submit duly filled in Declaration Format towards SD. The rate as published in 'Mathrubhumi' daily, Kochi Edition on the date of bid opening will be considered. In the event of the published rate not being available on the date of opening or if there is no publication of the daily on a particular day, the rate published on the previous day will be applicable for the supply.

For calculation of SD, the % for '**Coconut Oil Milling**' as published in **Mathrubhumi daily Kochi Edition** on the date of bid opening will be considered as above.


4. Average weekly requirement for Udyogamandal Complex is 208 Kgs and for Cochin Division is 104 Kgs. The company reserves the right to regulate/modify the weekly requirement as per need. The contractor shall liaise with the welfare department regarding weekly requirement. If there happens to be any substantial variation in weekly quantity required, the same shall be informed to the contractor sufficiently in advance. The quantities given above are only an approximate and the same are liable to vary either way (more or less than the estimated figure) depending on FACT's requirement.

5. FACT reserves the right to reduce or increase the estimated quantity at any time without assigning any reason whatsoever and does not give any guarantee regarding the quantity to be supplied. The contractor has no right to claim loss or loss of profit on account of reduction in revenue arising out of variation in requirement.

6. All supplies shall strictly conform to FACT's standard with regard to quality, free of moisture and impurities and Cans / Carbouys of 25 / 30 Kgs. in hygienic containers. FACT's decision in regard to acceptance of the right quality material and rejection of unsuitable material shall be accepted as final and binding on the contractor.

7. **a)** The supply has to be effected **between 10:00 AM and 3:00 PM** on Wednesdays both at UC Cafeteria and CD Canteen by using the facilities / vehicles of contractor. The contractor shall obtain indents from Assistant Officer (Cafeteria)/ UC and Assistant Officer (Canteen)/CD on Wednesdays for the ensuing supplies on Wednesdays respectively.

**b)** If the contractor fails to supply before the above noted time, FACT has the right to reject the supply and make alternative arrangements at the risk and cost of the contractor and any loss

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incurred by FACT in this connection shall be recovered from the contractor's bills.

c) When inspection and acceptance of the materials are completed, the supplies made shall be neatly stacked in our Cafeteria [UC] and Canteen [CD] as per the directions of the Supervisors.

d) All the formalities regarding the supplies shall be completed by 3:30 PM, **and if extended beyond 4:00 PM., Rs.200/- will be deducted from Contractor's bills.** If the contractor is unable to supply on any particular day due to hartal, strike etc. it is the responsibility of the contractor to arrange supply on the previous day of the hartal, strike etc. If the strike/hartal was announced without sufficient notice, supply to be made on the next day after the occurrence.

e) In case supply of item is below **90%** of the indented quantity, double the rate of the quantity short supplied will be deducted from the bills as penalty.

8. Payment shall be effected after supply on a fortnightly basis within 15 days of receipt of invoice duly certified by Welfare Dept. of UC and CD for supplies to UC Cafeteria and CD Canteen. The payment for the supplies will be made in accordance with the rates given in the Price Bid Format attached as per **Annexure-V** inclusive of charges for delivery at our site and stacking above.

**9. PAYMENT:**

9.1. Payment of bills that are complete in all respects shall normally be made by FACT Finance dept., within 15 days, after effecting all deductions applicable based on certification as per terms of the work order.

9.2. Payments as per terms & conditions of Purchase Order will be credited to the bank through National Electronic Fund Transfer or RTGS. Please inform the following details along with your Banker's authorisation letter.


a) Bank Name, b) Branch Name, c) MICR Code, d) IFSC Code, e) Account type, f) Account No.

10. FACT reserves the right to terminate the contract with two weeks' notice at any time during the pendency of the contract without any obligation from FACT's side.

11. Neither the Contractor nor FACT shall be considered in default in the performance of their obligation so long as performance is prevented or delayed because of strike, war, hostilities, revolution, civil commotion, epidemic, accidents, fire, wind or because of any law-and-order proclamation, regulation or ordinance of Government or subdivision or any act of nature.

12. In case the contractor fails to execute the contract / fails to supply the indented items to FACT's satisfaction, FACT reserves the right to terminate the contract and make alternate arrangements for carrying out the supply at the risk and cost of the contractor and forfeit the security deposit. FACT also reserves the right to take appropriate action against the contractor as deemed fit in such cases.

13. The contractor is expected to faithfully observe the security regulations of FACT and any loss or damage incurred by FACT on account of the failure of the contractor or his employees to observe the security regulations of FACT shall be to the account of the contractor.

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16. **ENVIRONMENT MANAGEMENT SYSTEM:**

FACT is a Company having Environmental Management System according to ISO 14001 standard. The contractor shall ensure that none of their activities cause damage to the environment.

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