

ADDITIONAL TERMS AND CONDITIONS (ATC)

1. **CRAC (Consignee receipt-cum-acceptance certificate)**. Refer para 12 (i) (Page 26) of General terms and conditions on Gem 3.0 (Version 1.19). The CRAC (Consignee receipt-cum-acceptance certificate) will be generated online only after receipt of goods.
2. **Franking Clause**. The following Franking clause will form part of the contract placed on successful Bidder :-
 - (a) Franking Clause in the case of Acceptance of Goods “The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract”.
 - (b) Franking Clause in the case of Rejection of Goods “The fact that the goods have been inspected after delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the right of the Buyer under the terms and conditions of the contract.”
3. **Manner of Depositing the bids**. The Bids will be submitted through Gem by Due date in the following manner. Details of documents are required online given in succeeding Paras:-
 - (a) Experience Criteria - 1 Year in any Govt Agency.
 - (b) **Tender Conditions Acceptance Certificate**. Copy of tender conditions/ acceptance certificate.
 - (c) **FSSAI Certificate**. Copy of valid FSSAI certificate.
 - (d) GSTIN Certificate.
 - (e) Bidder Turnover.
 - (f) MSME.
 - (g) Pan Card.
 - (h) Brand / Manufacturer Cert as per **Appx ‘B’**.
 - (j) Product Distributor Cert.
4. **Second Cover**. Bills of Quantities (BoQ) in excel format as downloaded from the Gem with respect to the subject e-tendering. It will be ensured that no changes whatsoever will be carried in the file name or any other data contained in the BOQ. The rates will be filled only in the marked cells. It will also be ensured that the BOQ is not submitted in manual form. Any violation of the above instructions will make the bid invalid and will be rejected.
5. **Self-Certification**. The self certification as indicated in additional documents to be submitted shall be provided duly signed and stamped along with delivery attached as **Appx ‘B’**.

6. **Specification.**

(a) The supplier conforming to the applicable Defence Specification 2020 (**Specifications No 504**) as applicable from time to time will deliver at consignee Supply Depot as per demand placed by Army Supply Depot Vadodara.

(b) **Quality.** Quality of the stores delivered according to the present tender shall correspond to the Defence Specification 2020 (**Specification No 504**) as applicable from time to time and will be tendered against self-certification by the seller. Self-certificate will be provided by the seller on each date of supply as per the format enclosed in this ATC. The delivered supplies will be subject to random inspections and approval by the Tender Inviting Authority /OC Army Supply Depot Vadodara/or the OC Food Inspection Unit/or the CO Composite Food Laboratory ASC/ or his authorized representative.

7. **Rejection.** The following occasion will lead to rejection as per the discretion of tender inviting authority :-

(a) NEITHER any separate notice will be served/ communicated to the vendor for deduction of compensation/ penalty NOR will any representation be entertained in this regard by any defaulting firm/ vendor.

(b) In case of rejection of stock tendered by the firm, it will lift the stocks within 48 hours including Sundays/ holidays at their own expense else rent as applicable will be levied. Any damage to the stock due to non-lifting by the firm will be borne by the firm.

8. **Firm/ individual black listed/ debarred by the Competent Authority/Supply Transport Brance will not be allowed to participate in the tender.**

9. **Payment Terms for Indigenous Sellers.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible.

10. **Experience Certificate.** Bidders must submit certificate in proof of experience of min one yr for sup of the item to any Govt agencies.

11. **Payment Modalities.** 100% payment will be made on delivery of stores and acceptance by the buyer.

Inspection.

12. The entire consignment should be of only one brand and have residual best before period of **90 days**.

13. This inspection includes visual scrutiny, weighment and examination of packing material & marking on bags.

14. Each batch will be treated as a separate consignment for the purpose of inspection.

15. **Option Clause.** The purchaser reserves the right to increase or decrease the quantity to be ordered upto 50% of bid quantity at the time of placement of the contract. The purchaser also reserves the right to increase the ordered quantity by 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders bound to accept the orders accordingly.

16. **Repeat Order Clause.** The contract will have a repeat order clause, wherein the buyer can order up to 50% quantity of the items under the present contract within six months from supply/successful completion of this contract, the cost terms and conditions remaining the same. The bidder is to confirm acceptance of this clause. It will be entirely the discretion of the buyer to place the repeat order or not.

17. **Delivery Stations.** The delivery of stocks till the destination depots will be under own arrangement and cost of the vendor. The entire stock is required to be tendered by the vendor at Supply Depot ASC Vadodara or approximate quantity at places as mentioned against designated Supply Depots as per instructions :-

S/No	Items	Brand Name	A/U	Qty	Remarks
(a)	Cheese Spread	-	Kgs	73.000	(in 200 gm Pack)
(b)	Cornflakes	-	Kgs	117.000	(in 500 gm Pack)
(c)	Custard Powder	-	Kgs	7.000	(in 500 gm Pack)
(d)	Cornflour	-	Kgs	5.000	(in 500 gm Pack)
(e)	Tomato Sauce	-	Kgs	19.000	(in 500 gm Pack)
(f)	Jelly Crystal	-	Kgs	1.000	(in 90 gm Pack)
(g)	Sausages	-	Kgs	50.000	(in 1000 gm Pack)
(h)	Pickle	-	Kgs	2.000	
(j)	Dog Biscuit	-	Kgs	1.000	
(k)	Biscuits	-	Kgs	2.000	

18. **Local Supplier and Delivery Clause.** A supplier or service provider located in and around Vadodara would be given first priority for local procurement of the above ration due to criticality of time in terms of delivery to avoid deterioration and further lapse of entitled rations. Documentary evidence to be submitted as proof of local address.

FORMAT FOR SELF CERTIFICATION
(TO BE RENDERED BY THE SELLER WITH EACH DELIVERY TO THE CONSIGNEE)

1. I/we self certify that quantity _____ of _____ (item) supplied _____ (date) to _____ (Supply Depot) conforms to the Defence Food Specification No 504 of 2020 and as per latest FSSAI norms.
2. Product supplied by me/us would continue to conform to the Defence Food Specification No 504 of 2020 and as per latest FSSAI norms for a period of 90 days from the date of delivery of the said item to the buyer on an as is where is basis and with a shelf life of 09 months from the date of production.
3. In the aforesaid period 90 days from the date of delivery, if delivered stock is discovered that the same is not conforming to the Defence Food Specification No 504 of 2020 and as per latest FSSAI norms, the decision of Buyer in that behalf shall be final and binding on me/us and the buyer shall be entitled to call upon me/us to replace the store or such an event, the above period shall apply to the product replaced from the date of replacement mentioned in warranty. Thereof, otherwise I/we shall pay to the buyer such compensation as may arise be reason of the breach of the warranty there is contained.

Station : _____
(Sig of tenderer (s) with stamp)

Date :

(Name in BLOCK letter)
(Capacity/Prop/Partner)

(Sig of Witness) Name in BLOCK letters)

(Address)

For and on behalf of the
President of India

(Signature of Tenderer (s))

BID SECURING DECLARATION
(To be enclosed with tender documents)

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, _____(Name of Bidder), either sole or in JV, shall not be withdrawn or modified during the period of validity.

I, on behalf of the bidder, _____(Name of Bidder), also accept the fact that in case of bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case of work is awarded to us or we fail to submit a performance security before the deadline defined in the tender document then {Name of Bidder}, will be suspended for participation in the tendering process for the works of BRO/MoRTH&H/NHAI/NHIDCL/Any other Govt. Deptt and work under other centrally sponsored schemes, for a period of one year form the bid due date of this work.

(Signature of the Authorized Signatory)
(Official Seal)

Appendix`B`

FORMAT FOR BRAND/SPECIFICATION/ESTIMATED STORAGE LIFE OF OFFICER RATION

Ser No	Nature of Supplies or services	Details of Manufacturer	Qty	Date of Manufacture	Best before date	Nutritional Information	FSSAI License No	Type of packing	Brand	Blending Factory
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										

(Signature with affixed firm seal)