

ADDITIONAL TERMS AND CONDITIONS (ATC)

FOR LOCAL PURCHASE OF CARBONATED SOFT DRINKS & FRUIT JUICE AT SUPPLY DEPOT ASC AGRA

General Conditions

1. **Buyer.** The Buyer will be the contract operating and concluding authority.
2. **Seller / Supplier.** The Seller would be the L1 bidder who would secure the contract and receive the Contract Order.
3. **Important Disclaimer.** The said item for **Carbonated Soft Drink, Fruit Juice and Lime based Soft Drink** is being purchased for the personnel's of the Indian Armed Forces. There may be a situation, that due to operational reasons there may be variation in demand as mentioned in the **BID as well as the contract order**. There may also be a situation that the Buyer (Tenders / Contract Operating Unit) may only be able to consume value less than 75% of the overall value of the contract. The Buyer will not be liable for any penalty and the seller (Bidder) will not be authorized any compensation to this effect. The final order will be the order placed 24 hrs prior to last issue.
4. **Law.** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
5. **Arbitration.** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per applicable Form of DPM-7. (Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and the Seller).
6. **Conflict Clause.** Any conditions or stipulations referred here shall prevail over the General Terms & Conditions (GTCs) or stipulations available on GeM portal. In case of a conflict between the relevant clauses of General Terms & Conditions of GeM, the concerned clause in this document (buyer added Additional Terms & Conditions) will supersede all other clauses.
7. **Clarification Regarding Bid/ ATC.** A prospective bidder who requires clarification regarding the contents of the Bid/ ATC documents shall be above to get the clarification upto 48hrs prior to opening of tech bid **from OC Supply Depot ASC Agra**. During evaluation and comparison of bids, the buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained. Details of contract are as under :-

(a) Email - 45supcoy@gmail.com
8. **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/ Board of 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 the 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 rights of the Buyer under the terms and conditions of the contract."
9. **Self Certification.** The Self certification as indicated in additional documents to be submitted shall be provided duly signed and stamped as per format attached (Appx B).

10. **Schedule of Requirements.** Qty 271.000Ltrs of Carbonated Soft Drink, Qty 142.000Ltrs of Lime Based Soft Drink & Qty 242.000 Ltrs of Fruit Juice.

11. **Delivery.** The delivery schedule and type of Carbonated Soft Drinks & Fruit Juice will be as under:-

(a) **Schedule.**

<u>S. No</u>	<u>Date of Delivery</u>	<u>Time</u>	<u>Specification</u>	<u>Items</u>	<u>AU</u>	<u>Approx Qty</u>	<u>Remarks</u>
(a)	01 May 25	0600hr	Defence Food Specification (DFS) No 491 of 2019 (attached as Appx 'A')	Carbonated Soft Drink	Ltrs	271.000	Items will be rejected if they are not as per DFS 2019 , the same will be replaced within 1 hour as a perishable commodity by the seller under his own arrangements at the delivery point
(b)				Fruit Juice	Ltrs	242.000	
(c)				Lime Based Soft Drink	Ltrs	142.000	

(b) **Type of Carbonated Soft Drinks& Fruit Juice.**

<u>S.No</u>	<u>Nomenclature</u>	<u>A/U</u>	<u>Qty</u>
<u>Carbonated Soft Drinks</u>			
(i)	Cola (Pepsi/ Thumps Up)	Ltrs	91.000
(ii)	Orange (Mirinda/ Fanta/ Maaza)	Ltrs	90.000
(iii)	White (Mountain Dew)	Ltrs	90.000
Total			
<u>Fruit Juice</u>			
(iv)	Guava/ Orange/ Pineapple/ Mixed/ Apple	Ltrs	242.000
<u>Lime Based Soft Drink</u>			
(v)	Lime Based Soft Drink	Ltrs	142.000

Notes.

1. Above mentioned item will be supplied in full quantity without fail as per delivery schedule failing which tendering action cancelled and action will be taken against the seller as per GeM rules. Items will be considered accepted only if they pertain to the quality as per Defence Food Specification No 491 of 2019 and quantity as per the delivery schedule.

2. Procurement committee/OC/DSO can amend the demanded quantity, 50% increase or decrease as per the demand generated by consumers, if there is any change in demand, it will be intimated 24hr in advance to the supplier.

3. If the demand is beyond 50% of original delivery schedule and the supplier is ready to provide the stocks, amended demand can be placed to him for the same rate after a willingness certificate is obtained from the supplier.

12. **Place of Delivery.** Items will be delivered at 45 Coy Supply Depot ASC Agra .

13. **Specification.**

(a) The supplier conforming to the **Defence Food Specification No 491 of 2019** as applicable from time to time and will deliver the items at consignee depot as per demand placed by Supply Depot ASC Agra. Specifications of the items to be supplied have been uploaded can be obtained from Gemonany workingday. Carbonated Soft drinks& Fruit Juice will be liable inspection by Procurement Committee/OC/DSO or his representative from Supply Depot ASC Agra. If the Carbonated Soft Drinks & Fruit Juice is rejected by tenderer will have rights to appeal as acceptance is completely on discretion of purchase committee.

(b) **Quality.** Quality of the stores delivered shall correspond to the **Defence Food Specification No 491 of 2019** 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 supply as per the format enclosed in these ATC. The delivered

supplies will be subject to random inspections and approval by the **OC**, Supply Depot ASC Agra or his authorized representative. Format for self certificate attach as **Appx 'B'**.

(c) Supply of Carbonated Soft Drinks, Fruit Juices and Lime based Soft Drink in lieu of Aerated Water will be as per Registered Branch of FPO/ BIS/ AGMARK/ MMPO/ PFA Approved/ Defence Food Specifications IS/ISO Certificate as applicable.

(d) **Packing Material.** The items will be supplied by the successful bidder in its original packing material and the packing material will not be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be counted. The packing should be of standardized weight of appropriate size. Item will not be accepted in non-standardized weights.

(e) **Shelf Life.** The supplier shall declare the shelf life/best before use for a minimum period equal to the warranty period as given in the DFS for the item. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

14. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX, or registered pre-paid mail / airmail or email/SMS/ Tele messages, addressed to the last known address of the party to whom it is sent.

15. **Online Submission.** The online bids will be submitted along with following document for tech qualification.

(a) **LTE Mode: Only ASC Registered contractors to be participated and copy of ASC Contractor registration certificate also required.**

(b) Self certified copy of valid FSSAI Certification for items being bid for.

(c) A bid security declaration will be submitted by the bidder as per format attached at Appendix 'C'.

(d) Certificate regarding acceptance of Additional Terms & Conditions needs to be uploaded by the seller as per format attached at Appendix 'D'.

(e) Certificate of Delivery need to be uploaded by the seller as per format attached at Appendix 'E'.

(f) Scanned copy of certificate of "Acceptance of Terms & Conditions of Tender Documents" enclosed at Appendix 'F'.

16. **Evaluation Criteria & Price Bid Issues.** Bids will be opened by Station Board of Officers/ Procurement Committee and will be evaluated based on the following guidelines:-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the ATC, both technically and commercially.

(b) The rates quoted should be inclusive of all levies, local taxes, delivery charges GST and other incidental charges.

(c) The lowest Bid will be decided upon the lowest price quoted by the particular bidder as per the price format.

(d) L-1 Tenderer will provide the full quantity by the designated date, place and time and only on being found fit the item will be accepted and if found unfit the L-1 tenderer under own arrangement will change the stocks for acceptance. In case of any failure EMD will be forfeited and in future firms/ vendor will not be considered for supply of items to Army at local purchase.

(e) The lowest acceptable bid will be considered further for placement of contract / supply order after complete clarification and price negotiations as decided by the buyer. The buyer will have the right to award contracts to different bidders for being lowest in particular items. The buyer also reserves the right to do

apportionment of quantity, if it is convinced that lowest bidder is not in a position to supply full quantity in stipulated time.

(f) Successful L1 bidder will pay the rent and allied charges of cold room if being utilized for the duration of the contract including charges of DG SET, provided agreed mutually between the firms having the existing facility of cold storage in the buyers location at no additional cost in the overall bid value.

(g) The approval or rejection of tender rest with CFA (Competent Financial Authority) who reserves to himself the right of rejecting any bid in whole or in part in respect of delivery points shown in the schedule without cause assigned.

(h) **Fictitious Rates.** As mentioned in Para 70 of GoI, MoD letter No PC/Raksha/63060/Q/ST53633/D(QS) dt 26 Sep 2006, in case rates quoted are lower than 20% of reasonable rates, the same will be treated as fictitious and rejected by Panel of Officers.

17. **Penalty for use of undue Influence.** The seller undertakes that he has not given offer or promise to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the buyer or otherwise in procuring the bid or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present bid or any other bid with the govt of India for showing or forbearing to show favour or disfavor to any person in relation to the present bid or any other bid with the GOI. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offer by the seller or anyone employed by him or acting on his behalf, as define in Chapter IX of the Indian Penal Code 1860 or the prevention of corruption Act 1986 or any other Act enacted for the prevention of corruption shall entitle the buyer to cancel the bid and all or any other bids with the decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of any gift bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence any bid, shall render the seller to such liability / penalty as the buyer may deem proper. Including but not limited to termination of the bid.

18. **Tax and Duties.**

(a) **GST.** As made applicable by Government of India from time to time. All inclusive cost to be put in bid.

(b) **Toll Tax/ Entry Tax/ Octroi Duty & Local Taxes.** Normally, materials to be supplied to the Government Departments against Government Contracts are exempted from levy of Toll Tax/ Town Duty, Octroi Duty, Terminal Tax and other levies of local bodies. Wherever required, seller should obtain the exemption certificate from the buyer, to avoid payment of such local taxes or duties. No compensation/ liability will rest on the buyer, for non-acceptance of such exemption certificate by the taxation authorities. **No separate payment would be made by the buyer for Toll Taxes, Entry Taxes, Octroi duty and local Taxes**, if any. The seller should cater for these taxes/ duties as part of basic rate quoted in the Bid.

(c) **TDS.** TDS as applicable will be deducted.

19. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original provider of the services referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount/gift, the Seller will be debarred from entering into any contract with the Government of India for a minimum period of five years. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

20. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose off the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

21. **Amendments.** No provision of this Bid document shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend the present contract.

22. **Failure to Provide the Items.** In the event of the seller's failure to supply the goods as specified in this bid, the buyer may at his discretion withhold any payment until the completion of the delivery schedule and generate a severe incident report on GeM.

23. **Tolerance Clause.** To take care of any change in the requirement during the period starting from acceptance of bid till completion of the delivery schedule, buyer reserves the right to increase or decrease the quantity of the required goods up to 50 % without any change in the terms & conditions and prices quoted by the seller. The quantity ordered can be increased or decreased by the buyer within this tolerance limit. **If there is any change in demand, it will be intimated 24hr in advance to the supplier.**

24. **Quality Check.** Quality of Carbonated Soft Drink & Fruit Juice must conform to the relevant Technical Specifications as per **Defence Food Specification No 491 of 2019**. The following original documents / certificate should be produced by the seller at the time of delivery to this depot with every consignment & every lot:-

- (a) Challan / invoice certificate.
- (b) Self certificate.
- (c) To whom it may concern certificate with seal number.
- (d) Certificate regarding dispatch of product with vehicle Number and include seal No of product as per invoice.
- (e) Certificate regarding brand of product as per invoice.

25. **Inspection and Sampling.**

- (a) The entire consignment should be of only one lot. Each batch and lot will be treated as separate consignment for the purpose of inspection.
- (b) The inspection includes visual scrutiny, weighment, inspection tests as mentioned in DFS No 491 of 2019 & examination of packing material.
- (c) The verdict of the Procurement Committee/CO/DSO or his representative from Supply Depot ASC Agra will be binding on the vendor.
- (d) The inspection will be carried out before acceptance by Purchase Committee/DSO/ OC. The mode of inspection will be Departmental inspection / User inspection.

26. The acceptance of stocks will be as under:-

S.No	Activity	Remarks
(a)	Provisional receipt of consignment (PRC)	As per delivery date
(b)	Acceptance of consignment and generation of CRAC	After completion of complete delivery.

27. The following occasion will lead to rejection as per the discretion of the buyer:-

- (a) Considering the consumption period of tendered stock, vendor/ bidder may be allowed to replace rejected stock and supply stocks within **01 Hour** or termination of particular local purchase with immediate effect which will be at the discretion of the Competent Financial Authority.
- (b) In case of rejection of stock tendered by the firm, the firm will lift the stocks within **24 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.

28. **CRAC.** 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 the complete consignment has been delivered by the seller at the designated place as per the delivery schedule and the stocks have been accepted by the Procurement Committee/OC/DSO or his representative from Supply Depot ASC, Agra. In the event of auto creation of CRAC without receipt of complete consignment, the goods will not be accepted and the same will be mentioned in observation.

29. **Payment Terms.** 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/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by bidders for receiving payments through ECS may be obtained from Supply Depot ASC Agra. 100% payment will be made on final delivery and acceptance by the user (subject to availability of funds but not later than 60 days) on production of the requisite documents.

30. **Advance Payment.** No payment will be made in advance for any supplies under this contract.

31. **Earnest Money Deposit (EMD).** Earnest money deposit (EMD) approximately 1% of bids cost in the form of demand draft, Fixed deposit receipt (FDR), banker's cheque or bank guarantee from any of the public sector banks or private sector bank authorised to conduct government business, addressed to Supply Depot ASC Agra is required to be upload and also forward the same to this office. **The EMD to be remain valid for a period of forty five days beyond the final bid validity period.** A scanned copy of EMD will be upload on GeM alongwith other documents for tech evaluation. **The Physical Copy of EMD instrument will be deposited by the L1 vendor at Supply Depot ASC Agra or nearest ASC Units / Station Headquarters manually before bid opening with intimation of deposition of physical copy of its location.** Bids NOT accompanied with EMD will be rejected in tech evaluation. In the event of withdrawal of bid after the bid opening date & time but before commencement of the contract will lead to forfeiting of EMD and other penal action as per Defence Procurement Manual - 2009. MSME's are exempted of EMD. The EMD money must be in one or other or partly in another of the following forms:-

(a) **Cash.** By remitting cash in government treasury.

(b) **Deposit at call receipt of a schedule bank including the State Bank of India, and its subsidiaries approved under the Bank Guarantee Scheme.**

(c) In the form of fixed deposit receipts.

32. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his Bid after submission provided that the written notice of modification or withdrawal is received by the buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the dead line for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during the period will result in bidder's forfeiture of bid security (if applicable) and EMD.

33. **Validity of Bids.** The bid should remain valid till two months from the last date of submission of bids. **Procurement Committee/OC/DSO** are authorized to cancel the tender/quotations without intimation to vendors or any one.

34. The seller will provide the required number of labours for unloading the items from the delivery vehicle and stacking them in the storage shed at Supply Depot ASC Agra. The price quoted by the seller should include all these services. No labours will be provided by the Supply Depot for unloading of the items.

35. **Performance Guarantee.**

(a) The Bidder will be required to furnish a Security Deposit / Performance Guarantee equal to 3 % of contract value by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business.

(b) Performance Bank Guarantee (PBG) should be valid up to three months beyond the date of completion of contractual obligations. The deposit receipts should be made out in favour of Supply Depot ASC Agra & **will be returned after 15 days of successful completion of contract**. A format of the PBG is also att at **Appendix G**.

(c) In case of non submission of performance Guarantee in full by due date firm will be black listed from participating in any tender in the station for next 6 months. The contract operating officer may, however, at his discretion make good the amount required by deducting the same from bills outstanding in favour of the firm with the dependent Supply Depot ASC Agra or PCDA concerned. Same action will be taken in case of re-appropriation of security from expired or expiring contracts, if the re-appropriation action is not completed within the stipulated period and the performance security is not deposited by the contractor.

(d) The Buyer has the right to invoke the performance security deposit in case of any breach of the contract by the Seller or by not delivering the stores by the due dates.

(e) The seller will have to refund to the government any claim under the warranty clause and other claim(s) that may arise out or under this contract as soon as a demand to that effect is made by the contract sanctioning officer, failing which such claims will be recovered by adjustment against the performance security deposits. Should this sum be not sufficient to cover the full amount recoverable, the seller shall pay the remaining balance due to the government on demand.

(f) The performance security deposit as per this contract can be adjusted by the Government if there is any claim whatsoever against the seller relating to this contract or otherwise.

(g) Performance Guarantee or any balance thereof remaining at the end of the contract shall not be returned to the seller until their accounts have been finally audited and settled and until the seller has executed the usual 'No Demand Certificate'.

36. **Option Clause.** To take care of any change in the requirement during the period of the Contract, the buyer reserves the right to place orders for additional quantity up to a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract.

37. **Delivery Period.** Please note that contract can be cancelled unilaterally by the buyer in case items are not received within the contracted delivery period. Extension of buyer in case items are not received within the contracted delivery period will be at the sole discretion of the buyer, with applicability of LD clause.

38. **Effective date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (effective date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the service shall commence from the effective date of the contract i.e. issue of Supply order by the depot.

39. **Liquidated Damages.** In the event of the seller's failure to submit the bonds, guarantees and documents, supply the stores/goods and conduct trials, installation of equipment, training etc as specified in this contract, the buyer may at his discretion withhold any payment until the completion of the contract. The buyer may also deduct from the seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/ undelivered stores/services mentioned above for every week of delay or part of a week subject to the maximum value of the liquidated damages being not higher than 10% of the value of delayed stores.

40. **Rejection of Bid.** The following occasion will lead to rejection as per the discretion of the buyer:-

(a) Canvassing by the bidder in any form, unsolicited latter and post-tenders correction may invoke summary rejection with forfeiture of EMD Conditional tenders will be rejected.

(b) Considering the consumption period of tendered stock, vendor/ bidder may be allowed to replace rejected stock and supply stocks else procedure of Risk & Expense will be followed against the contractor/ seller.

(c) In case of rejection of stock tendered by the firm/seller, the firm/seller will lift the stocks within 24 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/seller.

(d) Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

41. **Termination of Contract.** The buyer shall have the right to terminate this contract in part or in full in any of the following cases: -

- (a) The delivery of the material is delayed for causes not attributable to force majeure for more than the scheduled date of delivery.
- (b) The seller is declared bankrupt or become insolvent.
- (c) The delivery of material is delayed due to causes of force majeure by more than provided force majeure clause is included in contract.
- (d) The buyer has noticed that the seller has utilized the services of any Indian / foreign agent in getting this contract and paid any commission to such individual / company etc.
- (e) As per decision of the Arbitration tribunal.
- (f) If Govt contract is concluded for the same.
- (g) Non delivery of stocks as per Defence Food Specification.
- (h) Vendor fail to produce items as per terms and condition of bid shall be barred from participating in any local purchase at this depot for next six months from the date of delivery.

42. **Claims.** The following Claims clause will form part of the contract placed on successful bidder:-

- (a) The claim may be presented either (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/ Insufficiency in packing, or on quality of the stores where quality does not correspond to the quality mentioned in the contract or the samples provided at the time of submission of quotations / acceptance of tender.
- (b) The seller shall collect the defective or rejected goods from the location nominated by the buyer and deliver the repaired or rejected goods from the location nominated by the buyer and deliver the repaired or replaced goods at the same location under seller's arrangements within 1 hour being perishable commodity.
- (c) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller / Controller of Defence Account concerned.
- (d) The quality claim will be raised solely by the buyer and without any certification / countersignature by the seller's representative stationed in India.

43. **Risk and expense clause.** The supplies tendered will be subject to inspections and approval by the supply/ contract operating officer or his authorised representative as aforesaid, any supplies rejected by either of the authorities on inspection before and during the issue will be replaced by the vendor if not replaced the officer concerned may procure the supplies at the cost of vendor. In case, in the event of vendor failing/declining/ neglecting to provide the items in time, The officer operating the contract or his authorized representatives will be at liberty to obtain them at risk and expense there from local market or from the nearest station where the items may be available and transportation charges will be levied in addition. Any supplies rejected by either of the above authorities on inspection before or during the issues will be replaced at once. If not replaced, the officer, concerned may procure the supplies at risk and expense. Extra expenditure on account of risk and expense purchase made by the Government, may be deducted out of 100 percent payment of bills due to the contractor/ firm. The buyer will be at liberty without prejudice, the right to recover extra expenditure incurred on risk purchase as a remedy for breach of contract.

44. **Additional Conditions Specific to Supply Depot ASC Agra.**

- (a) The quotation will be opened by the Purchase Committee/Station Board of Officers.
- (b) Rates quoted will be inclusive of all local taxes and other incidental charges for delivery of articles at locations mentioned in the schedule. Rates quoted for delivery at Supply Depot ASC Agra or a particular delivery point may be accepted or rejected and tenderer will have to abide by the decision of OC/DSO
- (c) Rates will be mentioned in quotation form in figures as well as in words. Incomplete tender form, overwriting / cutting not authenticated by tenderer shall render the tender invalid. The items will be provided by the tenderer in sound and standardized packing material.
- (e) General conditions of supply are as under: -
 - (i) Demand will be placed for supply of the article on the tenderer whose quotation is accepted. The item will be supplied at the time, date and place stipulated in demand.
 - (ii) Articles tendered will be subject to inspection by Purchase Committee/OC/DSO or his representative before final acceptance. Decision of the Purchase Committee/OC/DSO will be final in all matters concerned with the issue.
 - (vi) The supplies will be tendered in accordance with revised Defence Food Specification No 491 of 2019 for Carbonated Soft Drinks & Fruit Juice and specification for the same is attached.
 - (vii) The quantity given in the schedule is a rough guide. OC/DSO reserves the right to place demand on successful tenderer only for the actual quantity required. No claim for compensation will be entertained in case the quantity purchased is over/under the scheduled quantity or in case the demand is not placed at all.
 - (viii) The supplies will be made only on supply order (IAFZ-2135) within 24 hrs of issue of the Supply Order.
 - (ix) Rates quoted may be accepted or rejected by the Procurement Committee/ Competent Financial Authority without assigning any reasons whatsoever.
 - (x) Rates quoted for delivery at Supply Depot ASC Agra or a particular delivery point may be accepted or rejected and tenderer will have to abide by the decision.
 - (xi) Any tenderer who defaults delivery will not be issued tender forms in future.
 - (xii) Payment will be made through crossed account payee cheque or RTGS on the name of the firm on receipt of Contractors Bill. Payments will be cleared as per availability of funds with Supply Depot ASC Agra & no compensation or claim for any delay will be accepted or entertained.
 - (xiii) The tenderer should have valid, food grain license for the items and the under mentioned documents and the same will be produced at the time of submitting the quotation:-
 - (xiv) The e-quotations will be considered being L-1 for Carbonated Soft Drinks & Fruit Juice being the lowest and does not necessarily require all varieties of Soft Drink to be lowest. The L1 tenderer or tenderers will be required to supply single/multiple variety in the quantity specified by the Purchase Committee as per the Delivery schedule. The quotation will be deemed L-1 for one particular variety. Multiple tenderers may be called upon to provide various variety of Soft Drink being L-1 as per quotations.
 - (xv) Tenderers will also quote the rates on printed letter pad of the firm (bearing sale tax No) and submit it along with this call for quotation duly signed.

(xvi) The stock will be acceptable only subject to having passed by Purchase Committee/OC/DSO or his representative. In case of rejection of the stock, the stock will be changed at the cost of the L-1 tenderer.

(xvii) The station bd of officer/procurement committee will reserve the right to renegotiate with a tenderer for rates to be L-1 for quotation and the decision of the stnbd of offrs/procurement committee in consultation with the OC will be final in this regard.

Yours faithfully

CERTIFICATE OF SELF CERTIFICATION
(TO BE RENDER BY THE SELLER WITH EACH DELIVERY TO THE CONSIGNEE)

1. I/ we self certify that the complete quantity of **Carbonated Soft Drinks, Lime based soft drink& Fruit Juice** supplied to Supply Depot Agra conforms to Defence Food Specification (DFS) No 491 of 2019.

Station:

Signature of Tenderer (s)

Dated:

BID SECURITY DECLARATION

I/ we hereby accept that if I/ we withdraw or modify my/ our Bids during the period of validity or if I/we have been awarded the contract and I/we fail to sign the contract or to deliver stock as per delivery schedule or to submit the certificates asked in the Additional Terms & Conditions. I/ we are liable to be suspended for the period of the bidding cycle from being eligible to submit Bids of contract with the entity that invited the Bids which in this case is _____.

Name in block letter

Name of firm full address

ACCEPTANCE OF ADDITIONAL TERMS & CONDITIONS

I hereby certify that I agree to the additional terms & condition added by the buyer and I truly understand that these additional terms & condition supersede all other general terms & condition or service level agreement available on GeM.

Name in block letter
Name of Firm full address

CERTIFICATE OF DELIVERY

1. I hereby certify that I completely understand the timelines & place for delivery of Carbonated Soft Drinks & Fruit Juice. I/ we will deliver the items as per schedule and type of Soft Drink given below :-

(a) **Schedule.**

<u>S. No</u>	<u>Date of Delivery</u>	<u>Time</u>	<u>Specification</u>	<u>Items</u>	<u>AU</u>	<u>Approx Qty</u>	<u>Remarks</u>
(i)	01 May 25	0600hr	Defence Food Specification (DFS) No 491 of 2019 (attached as Appx 'A')	Carbonated Soft Drink	Ltrs	271.000	Items will be rejected if they are not as per DFS 2019, the same will be replaced within 1 hour as a perishable commodity by the seller under his own arrangements at the delivery point
(ii)				Fruit Juice	Ltrs	242.000	
(iii)				Lime based soft drink	Ltrs	142.000	

(b) **Type of Carbonated Soft Drinks& Fruit Juice.**

<u>S.No</u>	<u>Nomenclature</u>	<u>A/U</u>	<u>Qty</u>
<u>Carbonated Soft Drinks</u>			
(i)	Cola (Pepsi/ Thumps Up)	Ltrs	91.000
(ii)	Orange (Mirinda/ Fanta/ Maaza)	Ltrs	90.000
(iii)	White (Mountain Dew)	Ltrs	90.000
Total			271.000
<u>Fruit Juice</u>			
(iv)	Guava/ Orange/ Pineapple/ Mixed/ Apple	Ltrs	242.000
<u>Lime based Soft Drink</u>			
(v)	Lime based Soft Drink	Ltrs	142.000

(Signature with affixed firm seal)

TENDER CONDITIONS ACCEPTANCE LETTER

(To be given on company Head)

To,

The ____

SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

Tender Reference No 1227/ST-5

Name of Tender/Work:-

Supply of Carbonated Soft Drinks, Lime based soft drink& Fruit Juice at Supply depot ASC Agra

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site (s) namely:-

_____ as per your advertisement, given in the above mentioned website (s)

2. I/We hereby certify that I/We have read entire terms and conditions of the tender documents from page No _____ to _____ (including all documents like annexure (s), etc, which form the part of the agreement and I/We shall terms/conditions/clauses contained therein.

3. The corrigendum (s) issued from time to time by your department/organization too have also been taken into consideration, while submitting the acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender documents (s) / corrigendum (s) in its totality/entirely.

5. The Tech Bid and its enclosures as submitted in physical form as mentioned in para 7 of part I of ATC is the true copy of the documents uploaded on the GeM.

6. In case any provision of the tender are found violated, your department/organization shall be at liberty to reject this tender/ibid including the forfeiture of the said Earnest Money Deposit absolutely and we shall not have any claim/right against depot in satisfaction of this condition.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)