

**Ref. No. 43(5)2019-20-MMG**  
**June 7, 2021**

**Subject: Annual Rate contract for supply of Vegetables and Fruits**

Sir/Madam,

C-DAC a Scientific Society under the Ministry of Electronics and Information Technology, , Govt. of India with presence across the country.

The Noida centre of C-DAC invites sealed Tenders from eligible bidders for **'Supply of Vegetables and Fruits' for One Year starting from July 2021 for its inhouse canteen for staff and students.**

Interested parties may submit your best rates as per the following terms & conditions, in a sealed envelope superscribing **"Quotation for Vegetables and Fruits"** to the undersigned to **GC-MMG, Centre for Development of Advanced Computing, Anusandhan Bhawan, C-56/1, Institutional Area, Sector – 62, NOIDA – 201309.** latest 03:00 pm on or before 18/6/2021.

**GC-MMG**  
**Ph: 0120-3063334/344//347**

**SECTION II: INSTRUCTION TO BIDDER (ITB)**

- A. **Offer Validity:** Offers should be valid for minimum Sixty (60) Days from the date of last date of bid submission. A bid, valid for a shorter period, is liable to be rejected. C-DAC, Noida, may ask the bidders to extend the period of validity, if required.
- B. **Contract Period:** One year from the date of order and same can be renewed for another one year as per the same rates, terms and conditions, if the services found satisfactory. The mentioned quantity in tender could be less due to Covid Pandemic.
- C. The rates should be quoted in **Indian Rupees**, IN FIGURES only.
- D. C-DAC, Noida reserves the right to accept / reject the offers or cancel the whole tender proceedings without assigning any reason whatsoever. Late / Delayed offers shall not be accepted under any circumstances. Incomplete offers will be rejected. In case the specified date for the submission of offers being a holiday or declared holiday for C-DAC, the bid-closing deadline shall stand extended to the next working day up to the same time.
- E. Weight of Fruits and vegetables at gate premises and less weight items will be informed to vendor and deduction in monthly bills
- F. NON fresh fruits and vegetables will be returned immediately and deduction in the bills
- G. Rate charged in the Bill as per contract
- H. Any item under contract will be provided by vendor
- I. **Unsatisfactory Performance:** The bidders herein agree that C-DAC, Noida shall have the sole and discretionary right to assess the performance(s) of the Bidder, either primary and or final, and C-DAC, Noida, without any liability whatsoever, either direct or indirect, may cancel the order, without any explanation to the bidder, either during the pre and or post services during the contract period should the same be unsatisfactory and not to the acceptance of C-DAC, Noida. The bidder covenants to be bound by the decision of C-DAC, Noida without any demur in such an eventuality.
- J. **Disclaimer:** This Tender / Request for Proposal (RFP) is not an offer by C-DAC, Noida, but an invitation for bidder's response. No contractual obligation whatsoever shall arise from the RFP process.
- K. **Fall Clause:** The Bidder undertakes that he has not supplied/is not supplying the similar items/goods at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar items/goods was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, **even** if the contract has already been concluded.

The Bidder shall strive to accord the most favoured customer treatment to the Buyer in respect of all matters pertaining to the present case.

- L. **ARBITRATION:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration and Conciliation Act, 1996 and amendment thereof and the Award made in pursuance thereof shall be binding on the parties.
- M. **CANCELLATION OF CONTRACT:** CDAC reserves the right to accept or reject the tender in full or in part at its Sole discretion without assigning any reason whatsoever.
- N. **FORCE MAJEURE :** Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy, restrictions, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the C-DAC/Successful Bidder from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail.
- O. In the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfil its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances.
- P. **NO CONTRACTUAL OBLIGATION:** C-DAC is not bound contractually or in any other way to any prospective buyers to this tender. C-DAC is not liable for any costs of compensation in relation to **expenditure incurred by the prospective buyer to this tender on whatsoever reasons/grounds whether or not CDAC terminates, varies, or suspends the tendering process or takes any other action permitted under this tender provisions during the course of execution.**
- Q. **INDEMNIFICATION:** The successful bidder shall fully indemnify, hold harmless and defend C-DAC and its officers etc., from and against all claims, liabilities, suits, damages including any criminal liability due to false declaration by the successful bidder with regard to the subject tender transaction etc., caused due to negligence/commission/omission of the Successful bidder or its agents and representatives or sub-contractors or any other person claiming or any other person claiming under this tender or under the applicable laws of India.

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**SIGNATURE OF THE BIDDER WITH STAMP**

**General Terms and Conditions:-**

**1. STANDARDS**

1.1 All supplies shall be of the best quality and of the exact kind, quality and description demanded and if at any stage those found unsuitable are liable to be rejected and have to be replaced immediately.

**2. DELIVERY**

2.1 The Vendor shall arrange to execute all orders on priority basis, including those for meeting any emergent requirements.

2.2 The delivery of Vegetables & Fruits be effected at the both Kitchens/Stores of **CDAC at B-30, Institutional Area, Sector - 62 and C-56/1, Institutional Area, Sector – 62, Noida - 201309**, free of all delivery charges and within the stipulated time and as may be indicated in the confirmed order, accompanied by a delivery challan. No extension of time for delivery at Kitchen/ Stores shall normally be accorded.

2.3 **Time and date of delivery is the essence of the contract:** Timely delivery of the ordered items stipulated shall be deemed to be of the essence of the contract and delivery must be made within the time and date stipulated in the contract.

**3. REPLACEMENT OF DEFECTIVE VEGETABLES & FRUITS**

CDAC reserves the right to reject any item without any explanation/reasons if the same are not up to the standards.

3.2 In case any of the ORDERED ITEMS being supplied is rejected, the Company shall be at liberty to procure the same as may be required at the cost and expenses of the vendor. All the cost and extra charges incurred by CDAC for obtaining alternative supply shall be debited to the account of the vendor and adjusted accordingly.

**4. CHANGE ORDERS**

4.1 CDAC may at any time but at least a day prior to the delivery of the order may change or modify the order and the same shall not be refused by the Vendor;

**5. TAXES, PERMITS & LICENCES**

5.1 The Vendor shall be responsible for payment of all duties, levies and taxes license fees, road permits etc. cartage, incurred until delivery of the contracted items/materials to the Kitchen/Stores of the Company.

**6. PAYMENT**

6.1 The payment shall be made within 30 days from the date of receipt of invoice as per billing cycles.

6.2 Billing Cycles are 1st to 15<sup>th</sup> of the Month & 16<sup>th</sup> to the end of The Month.

## **7. VENDOR's OBLIGATION**

7.1 The prices charged for the items supplied under this Contract by the Vendor shall not in any event exceed the lowest price at which the Vendor sells the item of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such items/materials or sells such items/materials to any other person including his dealers at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale to the purchaser and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale price shall stand correspondingly reduced.

7.2 If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the Vendor to –

- i) Revise the price, or
- ii) to terminate the Contract and purchase the items at the risk and cost of the Vendor.

## **8. ASSIGNMENT**

8.1 The Vendor shall not assign the present Contract in any manner, without the written permission of the Company.

## **9. OTHER PROVISIONS**

9.1 CDAC does not guarantee any minimum order quantity to supply at any time throughout the period of the Agreement.

9.2 CDAC has the rights to re-tender and award the contract to another person's if the vendor has committed any of the acts by which the contract got terminated as per the clause of this agreement.

## **10. TERMINATION**

10.1 In case or breach of any of the conditions stipulated herein the Company shall be at liberty to terminate this contract without prejudice to the right for the Company to claim damage on account of breaches thereof in the manner as stated above by giving 7 days Notice to the Vendor.

10.2 The Company also reserves the right to terminate the contract any time and without assigning any reasons thereof by giving one month's notice to the Vendor and he shall not be entitled to get any compensation by reasons of such earlier termination.

**Annexure-I****PRICE BID**

S.NO.	ITEM DESCRIPTION	QTY in KG. per Day	Rates/KG	Remarks [If any]
1	AMLA	2		
2	ARBI	60		
3	BATHUA	30		
4	BEETROOT	8		
5	BHINDI	48		
6	BRINJAL CHU-CHU	40		
7	BRINJAL ROUND	40		
8	BROCOLLI	8		
9	CABBAGE	40		
10	CAPSICUM	8		
11	CAPSICUM RED	4		
12	CAPSICUM YELLOW	4		
13	CARROT	80		
14	CHERRY FRESH	1		
15	COCONUT	7		
16	CORIANDER	2.5		
17	CUALIFLOWER	50		
18	CUCUCMBER	17		
19	DRUMSTICK	2		
20	ENGLISH CARROT	35		
21	FINE FRENCH BEANS	30		
22	FROZEN MATAR	15		
23	GARLIC	4		
24	GAVAR FALI	40		
25	GINGER	4		
26	GREEN CHILLY	5		
27	KADHI PATTA	2		
28	KARELA	35		
29	KATHAL	40		
30	LAUKI	30		
31	LEMON	2		
32	MANGO GREEN	3		
33	METHI	40		
34	MINT	2		

35	MUSHROOM	6		
36	MUTTER	60		
37	ONION RED	50		
38	PALAK A GRADE	41		
39	PANEER MALAI	7		
40	PARWAL	43		
41	PEAS	25		
42	POTATO	70		
43	PUMPKIN GREEN	30		
44	RADDISH	15		
45	RAW BANANA	40		
46	SAFAL CORN	10		
47	SARSOAN SAAG	35		
48	SEM FALI	40		
49	TINDA	43		
50	TOMATO BOMBAY	60		
51	TORI	50		
52	TAMRID (IMLI)	5		
53	KAKRI	25		
54	SWEET CORN	25 PKT.		
55	SOYA CHAAP	20		
		<b>FRUITS</b>		
1	ANAR	25		
2	APPLE RED	45		
3	BANANA	30		
4	CHICKOO	10		
5	GRAPES	15		
6	GUAVA	4		
7	KHARBUJA	35		
8	KINOO	20		
9	KIWI	15		
10	MANGO	30		
11	MOSAMI	40		
12	PAPAYA RIPE	25		
13	PINEAPPLE	20		
14	ORANGE	28		
15	WATERMELON	35		

“I/we understand that the quantity of the items required is subject to change. I/we agree that in case of any change in the quantities required, I/ we would be supplying the same at the rates as specified in this price bid. I /we agree to adhere to the prices given above even if the quantities undergo a change”.

**Date:**

**Signature:**

**(Authorized signatory of the Bidder)  
Seal of the Bidder**