

Department of Veterans Affairs

852.247-70

(End of clause)

(End of clause)

Alterate I (JAN 2008). As provided in 846.302-71(b), insert the following clause:

852.246-74 Special warranties.

As prescribed in 846.710-70, insert the following clause:

INSPECTION (JAN 2008)

SPECIAL WARRANTIES (JAN 2008)

The contractor shall remove rejected supplies within 48 hours after notice of rejection. Supplies determined to be unfit for human consumption will not be removed without permission of the local health authorities. Supplies not removed within the allowed time may be destroyed. The Department of Veterans Affairs will not be responsible for nor pay for products rejected. The contractor will be liable for costs incident to examination of rejected products.

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

Any special warranties that may be required under the contract shall be subject to the elections set forth in the FAR clause at 52.246-21, Warranty of Construction, unless otherwise provided for in such special warranties.

(End of clause)

(End of clause)

852.246-72 Frozen processed foods.

852.246-75 Warranty for construction—guarantee period services.

As prescribed in 846.302-72, insert the following clause:

As prescribed in 846.710-71, insert the following clause:

FROZEN PROCESSED FOODS (JAN 2008)

WARRANTY FOR CONSTRUCTION—GUARANTEE PERIOD SERVICES (JAN 2008)

The products delivered under this contract shall be in excellent condition, shall not show evidence of defrosting, refreezing, or freezer burn and shall be transported and delivered to the consignee at a temperature of 0 degrees Fahrenheit or lower.

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

Should the contractor fail to prosecute the work or fail to proceed promptly to provide guarantee period services after notification by the contracting officer, the Government may, subject to the default clause contained at FAR 52.249-10, Default (Fixed-Price Construction), and after allowing the contractor 10 days to correct and comply with the contract, terminate the right to proceed with the work (or the separable part of the work) that has been delayed or unsatisfactorily performed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damages to the Government resulting from the contractor's refusal or failure to complete the work within this specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(End of clause)

(End of clause)

852.246-73 Noncompliance with packaging, packing, and/or marking requirements.

852.247-70 Determining transportation costs for bid evaluation.

As prescribed in 846.302-73, insert the following clause:

As prescribed in 847.305-70, insert the following provision:

NONCOMPLIANCE WITH PACKAGING, PACKING AND/OR MARKING REQUIREMENTS (JAN 2008)

Failure to comply with the packaging, packing and/or marking requirements indicated herein, or incorporated herein by reference, may result in rejection of the merchandise and request for replacement or repackaging, repacking, and/or marking. The Government reserves the right, without obtaining authority from the contractor, to perform the required repackaging, repacking, and/or marking services and charge the contractor at the actual cost to the Government for the same or have the required repackaging, repacking, and/or marking services performed commercially under Government order and charge the contractor at the invoice rate. In connection with any discount offered, time will be computed from the date of completion of such repackaging, repacking and/or marking services.