VISAKHAPATNAM PORT TRUST
MATERIALS MANAGEMENT DEPARTMENT

TENDER FORM

Enquiry NO II/R- 170/16-17 DATE. 30-**11-2016** **Tender due: 30-12-2016**

Please submit by 12.00 noon with our enquiry number duly super scribed, subject to the terms & Conditions printed over leaf, quote as per proforma Enclosed.

S.No	Description	**UOA**	Quantity
1.	Steel wire rope galvanised FMC RHOL confirms to IS 2266/89 construction 6/37 , 24mm dia.	MTRS	**500**

For Visakhapatnam Port Trust CHIEF MATERIALS MANAGER	All the terms & conditions including those at the overleaf are accepted. Place: Signature of tenderer with Dt. Firm's seal.

Terms & conditions of tender

1. THE TENDER MUST BE SENT/SUBMITTED IN TWO BID SYSTEM. THE COVER-I SHALL CONTAIN ALL TECHINICAL MATTERS, P.O. COPIES APPLICABLE TAXES , DUITES, FREIGHT CHARGES CREDENTIAL ETC EXCEPT THE PRICE. AND SHALL BE SEALED AND SUPERSCRIBED AS COVER-I. THE COVER-II SHALL CONTAIN ONLY PRICE AND SHALL BE SEALED DULY SUPERSCRIBED AS COVER II(PRICE-BID) . BOTH COVER-I AND COVER-II SHALL BE PLACED IN THE MAIN COVER DULY SUPERSCRIBING THE TENDER NO. DUE DATE OF OPENING , SUBJECT etc , FAILING WHICH THE TENDER WILL BE LIABLE FOR REJECTION.

2. Offers of proven manufacturer preferred, however in case any manufacturer as a matter of policy intends to supply through their authorized dealer then a valid authorized dealer ship certificate & IS license copy of the principal manufacturer for the quoted make to be enclosed along with offer, failing which offer will be rejected.

3.Place of delivery : General Stores /VPT

4.Delivery period : Preferably within 30 days.

5.Payment terms :100% within 30 days after receipt and acceptance of material along with test certificates. .

6.Guarantee period: THE MATERIAL SHALL BE GUARANTEED FOR APERIOD OF 18 MONTHS FROM THE DATE OF SUPPLY OR 12 MONTHS FROM THE DATE OF USAGE WHICH EVER IS EARLIER.

7.Manufacturers test and Guarantee certificate , to be submitted along with supply.

8.The Valid copy of the IS license of the Principal Manufacturer to be submitted along with offer.

GENERAL TERMS and CONDITIONS OF TENDERS
(THIS PAGE IS TO BE SIGNED & RETURNED BY THE TENDERER)

1. All the conditions appearing in Tenderer's letter head or else where stands cancelled and the conditions as mentioned in this tender will alone be valid and supersede any or all the conditions appearing in any of the papers submitted by the tenderer.
2. Commercial conditions, if any exists in the price bid, will be treated as cancelled.

3. Submission of a sample or quotation of a brand or make will not absolve the Tenderer from the responsibilities arising out of rejection of supplies which when examined/tested, prove not to be upto specification or not meeting the purpose of buying the item.

4. All the materials to be supplied against the tender should be brand new and manufactured out of virgin raw materials and with proper workmanship and latest technology.

5. Full payment will be made within 30 days of receipt and acceptance of the stores through Electronic Clearing System. Firms are requested to furnish their bank details as per details given below'
   Bank name, Branch name, address, IFSC code, Bank Account etc.
6. INSPECTION:

6.1 Inspection will be done by the user department on receipt of the materials at our Stores/Site. Inspection by user department will not absolve the responsibility of the bidder to supply quality materials and to supply materials as per the specification of the order.

6.2 Irrespective of the inspection made and approval given by any other agency, the materials will be inspected by the purchaser on its receipt at stores / site. It shall be lawful for the Purchaser to reject the goods which are found to be not as per the specification or found other-wise not suitable for use notwithstanding any other inspection that may have been done previously including inspection report / approval of any Third party inspection Agency.

7. The rejected goods will lie at our Stores/Site on as is where is basis at the risk and responsibility of the tenderer right form the moment of rejection of the goods. The Purchaser will not accept any responsibility for the rejected materials under any circumstances. The rejected goods will be replaced within one week or within the period as would be decided by the Purchaser, of receipt of notice from the Purchaser. If any payment is made, the rejected goods will not be returned to them unless replacement is given by the Tenderer and the same is accepted by the purchaser. Otherwise the Seller may depute his Authorised Representative with proper Letter of Authority to take back the rejected materials from our Stores/site.

8. DRAWING: Drawings, if any, attached with the tender should be verified by the Tenderer before submission of tender. The Purchaser will not entertain any indulgence or any claim or price increase etc. which is resulted due to not verifying the drawing carefully at the time of submission of tender. If the tenderer's drawing needs to be approved by the purchaser, the same must be submitted in quadruplicate along with the tender and purchaser will not

consider any request for extension of delivery period etc. if the tenderer fails to do so.

9. GUARANTEE: Other than consumable or similar nature items, all the items supplied against this tender shall have guarantee for satisfactory performance for a period of 12 months from the date of commencement of use or 18 months from the date of supply, whichever is earlier. Consumables will have guarantee for its performance / function as per the general experience ensuring the desired level of satisfaction.

10. If the Tenderer fails to deliver the goods or part thereof within the specified delivery period or as per the extended delivery period or at any time repudiates the contract before expiry of such period, the purchaser may without prejudice to his other rights:-

(A) Recover penalty from the contractor @ 0.5% per week or part thereof of the value of the stores delivered beyond the stipulated delivery period subject to a maximum limit of 10% of the value of the order.

OR

(B) Cancel the order for the outstanding quantity at the RISK, COST and RESPONSIBILITY of the contractor and buy the materials from alternative sources, and the defaulting contractor shall have to pay to the Purchaser the differential cost plus 18% towards departmental charges. The Tenderer shall have no right to claim compensation in such cases.

11. Any increase in TAXES and DUTIES after expiry of the contractual delivery period or during the extended delivery period is not admissible.

12. All conditions/instructions in Drawings, specifications, tender Schedule etc. will be treated as a part and parcel of this tender and acceptance of this tender will mean acceptance of the whole tender in toto. All the conditions mentioned herein will be considered as an integral part of the contract/Purchase order which will be concluded/placed based on this tender,

13. This tender will be valid for a period of 3 (three) months from the date of opening of tender and the Tenderer cannot amend, alter or revoke his tender in any way during this period and if he does so, the Earnest Money Deposit paid by him shall be forfeited without any notice.

14. The quantities indicated in the schedule are tentative and Purchaser will have the right to modify the quantities specified therein before placing order without giving any intimation to the tenderer.

15. If any order is placed against this tender, the Purchaser will have the right to increase the quantity of the order up to 100% within a period of 6 (six) months from the date of supply of the last consignment against the order based on the rates and terms and conditions of the order. Any increase / decrease in Taxes and Duties during the contractual delivery period for the supply of such additional quantity will be to the account of the purchaser.

16. The Purchaser will reserve the right to accept or reject any or all the tenders without assigning any reason and the Purchaser doesn't binds itself to accept the lowest tender. The purchaser will also reserve the right to divide the tender amongst the bidders without assigning any reason.

17. The Purchaser reserves the right to place order on a higher Bidder instead of the lowest bidder in consideration of early delivery period quoted by the higher Bidder. The supplier on whom order is so placed in consideration of earlier delivery period, shall adhere to the delivery period indicated by him in his offer. In case of default, the Supplier will be liable to pay to the Port Trust the difference between the contract value and that of the lowest tender on the basis of FOR-destination, including all costs like Freight, Insurance, Excise Duty, Sales tax, Local taxes, and other incidental charges. Accordingly the payment will be restructured.

18. If any order is placed on a higher bidder instead of the lowest bidder in consideration of early delivery period quoted by the higher bidder, the tender will be liable to pay to the port trust the difference between the contract value and that of the lowest acceptable tender on the basis of FOR – destination including all costs like freight, insurance, excise duty, sales tax, local taxes, and other incidental charges in case of failure to complete supplies as per the delivery date specified in the order.

19. If the tenderer fails to execute the order against this tender or fails to execute any other previous order(s), the Purchaser shall have the right to recover the loss or damage from any money including Security Deposits, Earnest Money Deposit or from any payment due to the Tenderer from the Purchaser against any order(s) / Tenders.

20. The tenderer will pay 10% value of the contract as Security Deposit either in the form of Demand Draft drawn in favour of F.A. and C.A.O., V.P.T or in the Form of Bank Guarantee as per Purchaser's prescribed format. The Bank Guarantee should from any scheduled Bank of India. Exemption from payment of Security Deposit will not be granted to any firm even if they are registered with SSI/NSIC unless such exemption is granted in the SSI/NSIC certificate.

21. The court at VISAKHAPATNAM will alone have jurisdiction to decide any dispute arising out of or in respect of contract.

22. The bidders shall furnish an undertaking that their firm does not have any relationship (direct/indirect) either personal or commercial with any of the existing trustees of VPT.

TENDER FOR SUPPLY OF STORE
(TO FILLED IN & SIGNED BY THE TENDERER)

To,
The Chief Materials Manager
Visakhapatnam Port Trust,
Visakhapatnam 530 035.

Supplier's Reference:
Date:
To be submitted by 12 p.m on:
And to be opened at 2.00p.m. on the same date.

Sir,

Sub: Tender No. for supply of

I/we engage to supply to VPT, with the articles specified below upon the terms and conditions as specified in your limited tender.

Sl. No.	Description	Quantity	Unit rate in figure & in words	Total value in figure	Total value in words.

1. The above mentioned rate(s) is /are exclusive of taxes and duties and is / are on door delivery at V.P.T Store / F.O.R Visakhapatnam by Road /Rail. The price will remain firm till supply.
2. The rates of taxes and duties will be as under:
   Sales Tax : Payable extra. Present rate ____
   Excise duty : Payable extra. Present rate ____

3.This offer will remain valid up to 90 days from the date of opening of the tender. The acceptance of this tender by the VPT shall constitute a binding contract between the purchaser and me/us.

Encl: Tender conditions duly signed & acceptance / signature of the tenderer

Name & complete Address of tender: M/s.