



## GENERAL TERMS & CONDITIONS OF LIMITED TENDERS

1. All the conditions appearing in tenderers letter head or elsewhere stands cancelled and the conditions as mentioned in this tender alone 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, proved not to be up to IS specification or not meeting the purpose of buying the item will be valid and supercede any or all the conditions appearing in any of the papers submitted by the tenderer.
2. 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, proved not to be up to IS specification or not meeting the purpose of buying
3. 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 a test technology.
4. Full payment will be made through NEFT/RTGS or such other mode of electronic fund transfer offered by banks, within 30 days of receipt and acceptance of the Stores. It is necessary to submit your bank details along with invoice so as to ensure payment in right time.
5. INSPECTION: Inspection will be done on receipt of materials at our stores. If any goods are rejected during inspection, the rejected goods will lie at our Stores/site on, as is where basis at the risk and responsibility of the seller right from 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 by the seller within one week or within the period as would be decided by the purchaser, from date of receipt of notice from the purchaser. If any payment is made the rejected goods will not be returned to the seller unless replacement is made by the seller and the same as accepted by the purchaser.
6. DRAWINGS: 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 for price increase etc., which is resulted due to not verifying the drawing carefully at the time of submission of tender. If the tenderers drawing needs to be approved by the purchaser, the same must be submitted in quadruplicated along with the tender and the purchaser will not consider any request for extension of delivery period etc. if the tenderer fails to do so.
7. GUARANTEE: Other than consumables or similar nature items, all the items supplied against this tender shall have guaranteed 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.
8. If the tenderer fails to deliver the goods or part thereof within the specific delivery period or in 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; Enforce The Following
  - A) Recover penalty from the contractor @ 0.5% per week or part thereof subject to a maximum limit of 10% of the value of the stores not supplied / delayed.
  - B) Cancel the order for the outstanding quantity at the risk, cost & 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.
9. The rates must be quoted based on door delivery basis AT VPT General Stores by Road indicating taxes and duties separately. The VPT will not issue any kind of Sales Tax declaration forms. Please claim full ED/CST/VAT/ other statutory levies as legally applicable. Payment of Taxes is primarily the responsibility of the seller and will not be paid unless the percentage value is clearly mentioned in the quotations. Any increase in Taxes and Duties after expiry of the contractual delivery period of during the extended delivery period is not admissible.
10. It may be noted that unit price is to be quoted for each and every item of the tender both in figures and words .In case of any discrepancy between the two, the price indicated in words shall only be considered. The rate should remain firm unless otherwise allowed specifically till completion of delivery.
11. The quotation should be valid for a minimum period of three months from the date of opening of the tender.
12. Quotation should be free from correction/ erasures. In case there is any unavoidable correction it should be properly attested. If not the quotation is liable to be rejected. Quotation written in pencil will not be considered.
13. Manufactures name and country of origin of materials offered must be clearly specified. Complete details and ISI specification if any must accompany with quotation.
14. Samples must be submitted where specified along with the quotations. Samples must be carefully packed and labelled clearly with enquiry number, subject and senders name for easy identification. The non-qualified/rejected samples will be returned at firms cost if insisted.
15. Please use the tender form furnished by the Port Trust for submission of quotation.
16. The Port Trust reserves the right to reject any or all tenders without assigning any reason thereof and does not bind itself to accept the lowest quotation. However firms complying our notice invited tender conditions are preferred without any prejudice.
17. In case the items mentioned in the enquiry are covered by the Rate Contract of Running Contract finalized by the D.G.& D. or any other State or Central Government it should be specified in your quotation and accepted contract rates should also be mentioned. It should be confirmed whether you could supply at the RC/RGC Rates outside Rate Contract.
18. 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.
19. Delivery period required for supplying the material should be invariably specified in the quotation.
20. Please quote whether your organisation is a large Scale Industry or small scale industry.
21. The court at VISAKHAPATNAM will alone have jurisdiction to decide any dispute arising out of or in respect of the contract. All the particulars as mentioned in the tender are noted without any reservation/addition/alterations.

Signature of the firm's representative

**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.

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- 2.Submission of a sample or quotation of a brand or make will not absolve the tenderer from the responsibilities arising out of rejection or suppliers which when examined/tested, prove not to be up to specification or not meeting the purpose of buying the item.
- 3.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.
- 4.full payment will be made within 30 days of receipt and acceptance of the Stores.
- 5.INSPECTION: Inspection will be done on receipt of materials at our stores. If any goods are rejected during inspection, the rejected goods will lie at our Stores/site on, as is where basis at the risk a responsibility of the seller right from 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 by the seller 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 the seller unless replacement is made by the seller and the same as accepted by the purchaser.
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7. GUARANTEE: Other than consumables 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.

8. If the tenderer fails to deliver the goods or part thereof within the specific delivery period or as 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 subject to a maximum limit of 10% of the value of the stores not supplied / delayed.
- B) Cancel the order for the outstanding quantity at the risk, cost & 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.

9. Any increase in Taxes and Duties after expiry of the contractual delivery period or during the extended delivery period is not admissible.

10. This contract shall be governed by the relevant laws of India for the time being in force. In the event of any dispute or difference arising out of this contract, the same shall be referred to the sole arbitration of a person appointed as an arbitrator by the Chairman, VPT and it will be no objection if the arbitrator is an employee of the VPT or any other organization. The court at VISAKHAPATNAM will alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

All the particulars as mentioned in the tender are noted without any reservation/ addition/alterations.

