

Terms & conditions of tender

1. Quoted rate should be free from corrections / erasures. In case there is any unavoidable correction it should be properly attested and if not, the quotation will not be considered.
2. Technical specifications, brochures, all drawings, sketches and samples if any sent along with this enquiry, must be returned along with quotations duly signed.
3. THE QUOTATIONS MUST BE IN THE FORM FURNISHED BY THE PORT TRUST.
4. The port Trust reserves the right to reject any or all tenders without assigning any reasons thereof and does not bind itself to accept the lowest quotation.
5. The Port Trust will not issue "C" or "D" form for the purpose of concessional rate of sale tax and you may claim at full rate, if legally liable.
6. The Pot Trust reserves the right to modify the quantity specified in this enquiry.

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

To,
The Chief Medical Officer
Visakhapatnam Port Trust,
Visakhapatnam 530 035.

Firm's Reference:
Date:
Sealed Quotation to be submitted by
2.00 p.m on: 12 -05-2022, and the same
will be opened at 3.00p.m.
by the Tender Committee.

Sir,

Sub: Tender No. _____ for

I/we engage to participate in Comprehensive Maintenance contract for Fully automatic Hematology Analyzer Model- Sysmex XP-100, Serial No- B4631 of Laboratory of G.J.Hospital, with the articles specified below upon the terms and conditions as specified in your limited tender.

Sl.No.	Description of CMC	Total value in figure	Total value in words.
1.	Comprehensive Maintenance contract for Fully automatic Hematology Analyzer Model- Sysmex XP-100, Serial No- B4631 of Laboratory of G.J.Hospital.		

1. The above mentioned rate(s) is /are exclusive of taxes and duties and is / are on door delivery at G.J. Hospital/V.P.T / F.O.R Visakhapatnam by Road /Rail. The price will remain same 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 me / us and the organization.

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

Name & complete Address of tender : M/s

General Terms & Conditions:

1. All the conditions appearing in tenderer's letter head or elsewhere stands cancellation and the conditions as mentioned in this tender alone will be valid and supersede 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 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 of the material in good condition.
5. **INSPECTION:** Inspection will be done on receipt of materials at G.J.Hospital. If any goods are rejected during inspection, the rejected goods will lie at our G.J.Hospital/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.
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 tenderer's 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 guarantee for satisfactory performance for a period of 12 months from the date of commencement of use of 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 items 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 such cases.
9. Any increase in Taxes and Duties after expiry of the contractual delivery period of during the extended delivery period is not admissible.
10. The court at VISAKHAPATNAM will alone have jurisdiction to decide and 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.**