

TERMS AND CONDITIONS:

1. The tender has to be submitted in two bid system failing which the tender will be liable for rejection. All technical matters, testimonials, credentials, commercial conditions including the costs like packing, forwarding, freight, insurance, unloading, taxes & duties etc., has to be mentioned and enclosed in a sealed envelope duly super-scribing the envelop as cover- i i.e., technical bid. The price only has to be mentioned separately both in figures and words and enclosed in a separate sealed envelope duly super scribing the envelop as cover- ii i.e., price bid. Both the envelops i.e., cover –1 & cover ii has to be enclosed in an another sealed envelope duly addressing the materials manager, M.M.Division, DLB building, 4th floor, Visakhapatnam port trust and super scribing the envelope with the tender number ,failing which the purchaser will not accept any responsibility whatsoever.
2. Delivery at VPT general stores including unloading of material.
3. Payment 100% through RTGS within 30 days from the date of receipt and inspection and acceptance of stores along with all the documents.
4. Please indicate the make offered and submit the valid authorized dealership certificate for the quoted make from the manufacturer with the date of issue and date of validity along with the quotation.
5. The material should be guaranteed for a period of 18 months from the date of supply or 12 months from the date of use whichever is earlier and agree to submit guarantee certificate along with the supply.
6. Please indicate earliest delivery period.
7. Please provide the validity of your offer for a period of 90 days from the date of opening of tender.
8. Please submit the technical leaflet /product catalogue for the offered make.
9. Please indicate the applicable GST tax separately.
10. Please indicate the HSN Number for the material quoted and GST registration details of your firm.
11. Non compliance of NIT conditions will be liable for rejection of the offers.

NOTE: THE TENDERER HAS TO FURNISH THE ENCLOSED CHECKLIST IN DUE COMPLIANCE OF ALL THE TERMS AND CONDITIONS OF THE TENDER FAILING WHICH THE OFFER WILL NOT BE CONSIDERED AND BE LIABLE FOR REJECTION.

CHECKLIST OF THE TENDER NO: No: IMEE/MMD/GR.2/R-156/2018-19
Due on 30 -11-18

Vendor is requested to confirm his stand filling in and ticking properly "YES" for acceptance, "NO" for non acceptance and requested to return this form complete in all respect and with each question specifically and clearly answered along with the commercial bid will be considered incomplete.

S.No	Terms and conditions of the tender	TO BE FILLED	
		Agreed	Not agreed
1.	Whether the Tender is submitted in Two Bid System	YES	NO
2.	Whether agreed for the Delivery at VPT general stores including unloading of material.	YES	NO
3.	Agreed for the Payment 100% through RTGS within 30 days after receipt from the date of receipt and inspection and acceptance of stores.	YES	NO
4.	Whether indicated the make/Brand of supply and submitted the copy of valid authorized dealership certificate from the principal manufacturer with the date of issue and date of validity along with the quotation ..	YES	NO
5.	Whether agreed the material guarantee/warranty for a period of 18 months from the date of supply or 12 months from the date of usage whichever is earlier and the Guarantee Certificate/Test certificate along with the supply.	YES	NO
6.	Whether indicated earliest delivery period.	YES	NO
7.	Provided the validity of your offer for a period of 90 days from the date of opening of tender.	YES	NO
8.	Whether indicated the applicable GST tax separately.	YES	NO
9	Whether indicated the HSN code for the material quoted and GST registration details of your firm.	YES	NO
10.	Whether submitted the Brochures/Product Catalogue/ Technical Details for the quoted make.	YES	NO
11	Whether signed and returned all the terms and conditins of the tender in TOTO.	YES	NO

ALL TERMS AND CONDITIONS INCLUDING THOSE IN THE TENDER FORM ARE ACCEPTED.

Signature of Tenderer with the Firms Seal

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 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 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.

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

To,
The Chief Materials Manager
Visakhapatnam Port Trust,

Supplier's Reference:
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.