

VISAKHAPATNAM PORT TRUST  
M.M. DIVISION OF M & E.E. DEPARTMENT  
GENERAL STORES DEPOT  
Ph:- 2874930, 2874911, 2874700 e-mail: matdept.vpt@ gov.in

**NOTICE INVITING TENDER (NIT)**

To,

Tender No. IMEE/MM/DSPL/FRP/2019-20

Dt.25-11-2019

Enquiry Date: 25-11-2019

Opening Date: 17-12-2019

Please submit your offer in sealed cover by 12.00 noon with our enquiry number duly superscribed, subject to the attached terms & conditions of VPT.

S.No	Description of the material	Service Charges / fee In %	Taxes applicable
1.	Fixation of Reserve Price for Disposal of Surplus/ Obsolete/ Second Hand Surplus Materials, Un-serviceable Equipment, Vehicles, Old Buildings, Floating Crafts, Wharf Cranes, Un-cleared/ Un-claimed/ Seizure Cargo etc., on 03 years contract Agreement.  <b>(NOTE:</b> firm to indicate the Service Charge Rate in appropriate column for period of (03) Three years along with the applicable taxes.)		

Terms & Conditions enclosed.

For Visakhapatnam Port Trust

All attached Terms & Conditions are accepted

For Chief Mechanical Engineer

Signature of Tenderer  
with firm's seal.

## TERMS & CONDITONS OF THE CONTRACT :

1. This contract shall be effective for a period of 03 year from the date of finalisation of contract or mutually agreed date and which can be extended for a further period of one year on mutually agreed upon terms and conditions.
- 2 a) The tenderer shall act as an agent for the principal (VPT) for fixing the Reserve Prices of the unserviceable materials i.e., metal scrap, Un-serviceable equipment, immovable assets viz., buildings etc.
- 2 b) The Principal shall inform the agent the details of quantity/weight (approx) location, type and conditions of the material etc., and the date of Auction, before the starting date of the E-Auction.
- 2 c) The agent on receiving the above details from the principal, shall depute their surveyors for inspection of the materials, which is put up for disposal before seven days of the opening date of every E-Auction for assessing and fixing the reserve price with due care keeping in view the market prices and market condition, demand etc.
- 2 d) The Agent shall follow the disposal procedures/guidelines given by MOST vide circular No.PR24021/28/98-PG dt.19/28.8.98 while fixing the reserve prices for equipment and machinery.
- 2 e) After fixing the reserve prices, the tenderer shall keep the same in a sealed cover and hand it over to FA&CAO, VPT.
3. Without prejudice to the generality of the above provisions, the following provisions shall apply.
  - a) In all correspondence or other communication and also in the letter, the Agent shall disclose that they are acting as Agent for the principal.
  - b) In case the principal desires to see or scrutinize any of the documents/work sheets regarding fixation of the reserve price, the same shall be made available by the Agent.
4. The tenderer shall indicate rate of service charges (in percentage of disposal of the sale value for fixation of reserve prices for disposal of surplus/obosolete/second hand scrap materials of VPT.
5. The service charges will be paid on submission of the bill within 30 days. The consideration of the bills for payment will be subject to realization of the full sale value of material and after completion of the delivery of the lots/quantities etc. as per the delivery order and irrespective of quantities actually delivered.
6. The tenderer shall clearly indicate the applicable taxes on their service charges and any other statutory levies if applicable.
7. All the tenderers are requested to furnish order copies received from any Government organization relating to such services for fixing reserve price consultancy etc.
8. The credentials and manpower details of persons indicating their qualifications and technical expertise and experience etc., to be indicated and enclosed along with their offer.
9. The performance of the principal in terms of this agreement shall be subject to control the policy, restrictions, prohibitions as may be brought about by the principal/Govt. or any statutory authorities during the currency of the agreements.
10. Any amendments to this agreement shall be valid only if they are made in writing and signed by the duly authorized representatives of the respective parties.

11 ARBITRATION CLAUSE : Except where otherwise provided for in the vent of any dispute of difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall refereed by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India, Incharge of Bureau of Public Enterprises. The Arbitration Act shall not be applicable to the Arbitration under this clause. The Award of the Arbitrator shall be binding upon the parties to the dispute provided, however, any party aggrieved by such Award may file an appeal against the Award of Arbitrator to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India, within the period as recorded by the Arbitrator in the Award for implementation and this time limit should be kept in mind while filing an appeal before the Law Secretary. Upon such appeal the disputes shall be decided by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

12. JURISDICTION : Courts at Visakhapatnam only will have jurisdiction for the purpose of Suits/Disputes between the parties

## GENERAL TERMS & CONDITIONS OF LIMITED TENDERS

1. All the conditions appearing in tenderer's letter head or elsewhere stands cancelled and the conditions as mentioned in this tender alone 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 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 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. INSPECITON: 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 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 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 form 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 ATVPT 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 labeled clearly with enquiry number, subject and senders name for easy identification. The non qualified/rejected samples will be returned at firm's 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. Purchaser will reserve the right to place repeat order for quantities up to 100% of the original order with in a period of 6months from the date of supply of last consignment against the original order. However increase in Taxes & Duties, if any, will be borne by the purchaser
21. Please quote whether your organization is a large Scale Industry or small scale industry.
22. 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 firms representative**

