



## Terms & conditions of tender

1. Quoted should be free from corrections / erasures. In case there is any unavoidable correction it should be properly attested. If not the quotation will not be considered.
2. Samples must be submitted where specified along with the quotations. Sample must be carefully packed and labeled clearly with enquiry number, subject and tender's name for easy identification.
3. All drawings, sketches and samples if any sent along with this enquiry, must be returned along with quotations duly signed.
4. The quotations must be in the form furnished by the port trust.
5. The port Trust reserves the right to reject any or all tenders without assigning any reasons there of and does not bind itself to accept the lowest quotations.
6. The Port Trust will not issue "C" or "D" form for the purpose of concessional rate of sale tax you may claim at full rate, if legally livable.
7. The Pot Trust reserves the right to modify the quantity specified in this enquiry.
8. Purchaser will reserve the right to place repeat order for quantities up to 100% of the original order with in a period of 6 months form the date of supply of last consignment against the original order. However increase in taxes & duties, if any, will be borne by the purchaser.

**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.

## **GENERAL TERMS & CONDITIONS OF LIMITED TENDERS**

1. All the conditions appearing in tenderer's letter head or else where stands cancellation 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 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, on 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 quadruplicate 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 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 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.