

Dated: -05/12/2014

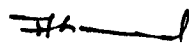
**LIMITED TENDER NOTICE**

Sealed tenders are invited on behalf of the President of India by the Dy. Director (Tourism), Diu from the reputed firms/agencies/ dealers/suppliers for supply & installation/fixing of **Deluxe Swing of standard quality** for use at various Tourist Spots/ Beaches/Gardens in respect of Tourism Department, Diu as per description given below upto **17-12-2014. :-**

Sr. No.	Description	Approximate Qty. may be purchased	Rate to be offered per No.
1	2	3	4
01.	<b>Deluxe Swing</b> (Area 1.9 m x 2.8 m) (Safe Play Area 2.9 m x 3.8 m) (As per enclosed specimen of standard quality only)	12 Nos.	

**TERMS & CONDITIONS:**

1. The rates should be quoted inclusive of all taxes.
2. The above mentioned Deluxe Swings which are not found as per specification will be rejected and the same will have to be replaced at the supplier cost.
3. The rates quoted will be applicable and valid for a period of 6 months after the date of opening of the tenders.
4. No advance payment will be made to the suppliers but payment will be made within 30 days from the date of receipt & installation/fixing of Deluxe Swings.
5. The tender should be submitted in sealed cover superscripted as "**Tender for supply & Installation/fixing of Deluxe Swings for Tourism Department, Diu**" and should reach at the office of the Information Assistant, Tourism Department, Information & Publicity, Diu upto 3.00 p.m. on or before **17-12-2014** **alongwith EMD of Rs.12,500/- in form of F.D.R. only from any nationalized/schedule Bank in favour of Dy. Director (Tourism), Diu.** Tender without E.M.D. will be similarly rejected.
6. The tender will be opened on the same day at 4:00 P.M. if possible in presence of available parties.
7. Right to accept or reject any part of tender or all tenders without assigning any reason thereof is reserved to the undersigned.
8. **Further terms & conditions are enclosed herewith for strict compliance.**
9. The tender is also available on Govt. Website [www.diu.gov.in](http://www.diu.gov.in) which can be downloaded and rate can be offered by interested agencies/supplier/manufacturer.

  
(TANVIR AHMAD)  
DY. DIRECTOR  
(TOURISM), DIU.

To,

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Copy to :-

✓ The DIO, NIC, Diu . . . . . for uploading on Govt. website.

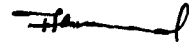
## TERMS & CONDITIONS

### TERMS AND CONDITIONS FOR SUPPLY & INSTALLATION/FIXING OF DELUXE SWINGS AT VARIOUS TOURIST SPOTS/BEACHES/GARDENS ETC. FOR TOURISM DEPARTMENT, DIU.

- 1 The rates quoted should be strictly for free delivery at various tourist spots in Diu District as and when directed and will be valid in operative as per the supply order issued by the Department.
- 2 The Rates Quoted should be inclusive VAT/ST and all other Taxes/Duties/Royalties charges payable on the sale/transport etc. within and or outside the state of the supplier shall be payable by the supplier.
- 3 No extra charges for packing, forwarding and insurance etc. will be paid on the rates quoted.
- 4 The rates should be quoted only for the items specified in the list for requirements and should be for the items of given specification mark manufacture.
- 5 Where Specification/Mark/Manufacture are not specified by this office, the rates should be quoted only for the 1<sup>st</sup> class and standard quality.
- 6 The decision of the tender inviting officer for acceptance/rejection of any articles supplied including the decision for equivalent specification, standards and quality etc. of articles shall be final.
- 7 The tenders should enclosed E.M.D. of Rs. 12,500/- (Rupees Twelve Thousand Five Hundred Only) in the form of F.D.R. only & should be valid for the period of 06 month in favour of the Dy. Director (Tourism), Diu from any Nationalized/Schedule Bank. The tenders received without E.M.D. will be similarly rejected.
- 8 Only of satisfactory completion of the supplies & installation/fixing ordered for and on payment of all bills of the supplies, as to be admitted for payment, the amount of E.M.D. will be refunded after expiry of guarantee period.
- 9 The supplies of store, equipment's etc. of interior quality/standard of different specification other then the ordered specified and / or incomplete or broken articles will not be accepted. The supplier will have to replace the same at his own cost and risk intimation on or acceptance of any stores machinery and equipment etc. will be sent to the supplier at within 10 days from the date of receipt of the stores and the same will be returned to the supplier at his own cost and risk, if he so desire and intimates accordingly within 15 days from the date of dispatch of intimation of the non-acceptance. However, if no communication is received within 15 days from the date of communication, the tender inviting officer will be responsible for any damage, loss etc. of such rejected articles.
- 10 In case of failure to replace the accepted and rejected articles from supplies made as mentioned in the conditions, the loss undergone by the Government, will be recovered from the supplier, Security Deposit/Earnest Money or payment due of bills to be extent required.
- 11 In case of failure to supply the stores, machinery and equipment etc. ordered for, as per the conditions and within the stipulated time, the same articles will be obtained, if required from the tender who offered next higher rates or from other sources, as may be decided by the tender inviting officer and the loss to the Government on account of such purchase(s) shall be recovered from the former supplier's Security Deposit/Earnest Money or bills payable. The suppliers shall have no any right to dispute with such procedure.

- 12 Extension of time limit for supplies may be considered by the Tender Inviting Officer up to 50% of the original stipulated time for supplies and beyond that by the Collector, Diu whoever may competent to accord expenditure sanction or enter in to contract with levy of compensation for delay in execution of supply order up to 50% of the cost of supplies ordered for at the discretion of the authority competent to grant extension of time limit. Provided such request is made well in time, depending up on the circumstances and such decision in the matter will be final.
- 13 If at any time after the order for supply of Machinery/Equipment's the Tender Inviting Officer shall for any reason whatever not required the whole or part of the quantity there of as specified in the order, the Tender Inviting Officer shall give notice in writing to the fact to the supplier(s) who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which the supplier(s) might have derived from the supply of articles in full by which did not derive in consequence of the full quantity of articles not having purchased nor shall have any claim for compensation by reason of any alteration having been made in the original instruction which shall involve any curtailment of the supply originally contemplated.
- 14 All bills should be in DUPLICATE and should invariably mention the number and date of supply order & VAT/ST number.
- 15 All bills for amount above Rs.5,000/- should be pre-receipted on a Revenue Stamp of proper value. Bill for amount above 5,000/- which are not pre-receipted on revenue Stamp of proper value will not be accepted for payment.
- 16 Each bill in which Sales Tax/VAT charged must contain the following Certificate on the body of the bill. "CERTIFIED" that the goods on which Sales Tax/VAT has been charged have not been exempted under the Central Sales Tax or the Rules made thereunder and the amount charged on account of Sales Tax on these goods is not more than what is payable under the provision of relevant Act of the Rules made thereunder.
- 17 The tenders will be opened in presence of Tenderers or their representatives, if any present in the Office of the Tender Inviting Officer.
- 18 The right to accept or reject without assigning any reasons any or all tenders in part or whole is reserved with the Tender Inviting Officer and his decision(s) on all matters relating to acceptance or rejection of the tenders as a whole or part will be final and binding to all.
- 19 The manufacture / supplier will have to provide expert services for installation of equipment and their operation, if required. The charges if any, for providing such services should be indicated separately while giving the tender.
- 20 If the tenderer whose tender / quotation is accepted fails to execute the supply order within stipulated time the Earnest Money Deposit of such tender will stand forfeited to the Government.
- 21 In case the supplier does not execute the supply order placed with him the EMD of the supplier will be forfeited to the Government and the contract for the supply shall stand terminated with not further liabilities or either party to the contract.
- 22 No separate agreement will be required to be signed by the successful tenderer(s) for the purpose of the contract for supply rates tendered/offered in response to the concerned Tender/Quotation Notice shall be considered as acceptance of all above terms & conditions for supply for all legal purpose.

- 23 No advance payment will be made.
- 24 The contract will be for six months from the date of acceptance of tenders.
- 25 The items for supply of various types of benches will have to be supplied as per demand and to be supplied and fixed at various tourist spots as per supply order under the supervision of Information Assistant, Tourism Department, Diu.
- 26 The supply of material and other items will have to be made as per direction of the Head of Office and on various Tourist Spots as indicated on supply order.
- 27 The Tenderers shall fill in the tender properly and carefully. He shall not quote absurd rates or make corrections/over-writing in the tender. The amount / rates quoted by the tenderers must be legible and clearly indicated. Any tender found containing any corrections / over-writing shall be liable to be rejected as such.
- 28 Tenderer has to furnish VAT/ST Registration Certificate alongwith the tender.
- 29 Tenderer has to enclose a copy of Terms and Conditions dully signed & sealed by them as under in form of acceptance of the above terms & conditions.



DY. DIRECTOR  
(TOURISM), DIU.

**Above Conditions are accepted by me/us.**

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**( Signature of Tenderer(s) with seal )**

