LIMITED TENDER NOTICE

Sealed tenders are invited on behalf of the President of India by the Deputy Director (Tourism), Diu from the reputed firms/agencies/dealers/suppliers for supply & installation of **VIP Benches of Standard Quality** in respect of Tourism Department, Diu for use at various tourist spots/beaches/gardens as per description given below:-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Approximately Qnty. may be purchased</th>
<th>Rate to be offered per No.</th>
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</thead>
<tbody>
<tr>
<td>01.</td>
<td>VIP Bench</td>
<td></td>
<td>20 Nos.</td>
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<td>(Area 1.2m x 0.6m) (Capacity 3 Adults) (As per specification attached)</td>
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**TERMS & CONDITIONS:**

1. The rates should be quoted inclusive of all taxes.

2. The successful tender has to furnish a sample of VIP bench for approval of Competent Authority & after approval the party has to install the VIP benches.

3. The above mentioned benches which are not found as per specification will be rejected and the same will have to be replaced at the supplier cost.

4. The rates quoted will be applicable and valid for a period of 6 months after the date of opening of the tenders.

5. No advance payment will be made to the suppliers but payment will be made within 30 days from the date of receipt & installation of VIP benches.

6. The tender should be submitted in sealed cover superscribed as “**Tender for providing & installation of VIP benches at various tourists spots/beaches/gardens etc. in respect of Tourism Department, Diu**” and should reach at the office of the Information Assistant, Tourism Department, Information & Publicity, Diu upto **20/02/2017** along with EMD of Rs.10,000/- in form of FDR / Demand Draft only from any Nationalized / Scheduled Bank only in favour of the Deputy Director (Tourism), Diu. Tender without EMD will be summarily rejected.

7. The tender will be opened on the same day at 4:00 P.M. if possible in presence of available parties in the chamber of the Deputy Director (Tourism), Diu.

8. Right to accept or reject any part of tender or all tenders without assigning any reason thereof is reserved to the undersigned.

9. **Further terms & conditions are enclosed herewith.**

10. The tender will be also available on Website www.diu.gov.in.

(RAKESH KUMAR)
DY. DIRECTOR
(TOURISM), DIU.

To,

The DIO, NIC, Diu....... for uploading on Govt. Web-site.
VIP BENCH

- Area: 150 sq m
- Capacity: 1 Adult
TERMS & CONDITIONS

TERMS AND CONDITIONS FOR SUPPLY AND INSTALLATION OF VIP BENCHES FOR TOURISM DEPARTMENT, DIU.

1. The rates quoted should be strictly for free delivery on 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.

5. 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.

6. Where Specification/Mark/Manufacture are not specified by this office, the rates should be quoted only for the 1st class and standard quality.

7. 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.

8. The tenderers should enclosed EMD of Rs.10,000/- in the form of FDR / Demand Draft only from any Nationalized / Scheduled Bank only in favour of the Deputy Director (Tourism), Diu. The tenders received without E.M.D. will be similarly rejected.

9. Only after satisfactory completion of the supplies 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.

10. The supplies of store, equipment's etc. of interior quality/standard of different specification other than 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 supplies 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.

11. 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.

12. 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 right to dispute with such procedure.
13. 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.

14. 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.

15. All bills should be in DUPLICATE and should invariably mention the number and date of supply order and VAT/ST number.

16. 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.

17. Each bill in which Sales Tax charged must contain the following Certificate on the body of the bill. "CERTIFIED" that the goods on which Sales Tax 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.

18. The tenders will be opened in presence of Tenderers or their representatives, if any present in the Office of the Tender Inviting Officer.

19. The right or 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.

20. The manufacture / supplier will have to provide expert services for supply & installation of VIP benches.

21. If the tenderer whose tender is accepted fails to execute the supply order within stipulated time the Earnest Money Deposit of such tender will stand forfeited to the Government.

22. 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.

23. No separate agreement will be required to be signed by the successful seeker(s) for the purpose of the contract for supply rates tendered/offered in response to the concerned Tender Notice shall be considered as acceptance of all above terms & conditions for supply for all legal purpose.
24. No advance payment will be made.

25. The contract will be for six months from the date of acceptance of tenders.

26. The items for supply of VIP benches will have to be supplied and installed at various tourist spots/beaches/gardens etc. as per supply order under the supervision of Information Assistant, Tourism Department, Diu.

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 / Service Tax Registration Certificate with the Tender.

29. Tenderer has to enclose a copy of Terms and Conditions duly signed by them as under in the form of acceptance of the above terms & conditions.

DEPUTY DIRECTOR
(TOURISM), DIU.

Above Conditions are accepted by me/us.

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( Signature of Tenderer(s) with seal )