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UT Administration of Daman & Diu  
Department of Information Technology  
Daman & Diu eGovernance Society  
Daman - 396220

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The following shall be the terms and Conditions / Instructions to Bidders:

- 1) Successful bidder has to deliver all the bid Items at various SSK Locations within 5 days from the issue of purchase order.
- 2) The rate should be quoted in the prescribed Annexure "A"; the rate should be valid upto One Year from the date of release of tender.
- 3) All/Taxes/Duties/Royalties Charges payable on the sales/transport etc. within and/or outside the state shall be payable by the supplier. Therefore, the cost quoted in the tender should be an all inclusive cost without any add on.
- 4) The tenderer should specify the name of the manufacturer and complete specification for the items quoted by him along with catalogue of the item.
- 5) The decision of the Tender Inviting Officer for acceptance/rejection of any articles supplied including the decision for equivalent specifications, standard and quality etc. of articles shall be final and binding on all.
- 6) The bidder should enclose an amount of Rs.500/- as Tender fee in form of Demand Draft and an amount of Rs.5,000/- as Earnest Money Deposit in form of Fixed Deposit Receipt/Account Payee Demand Draft/Banker's Cheque payable at Daman in favour of '**Daman & Diu eGovernance Society, Daman**' along with tender. The Tender fee and EMD will not be accepted in cash. Tender received without Tender fee and Earnest Money Deposit will be summarily rejected.
- 7) (a) The successful bidder shall pay / deposit within 10 days from the date of intimation of award of contract an amount equal to 10% of the total value of articles, which may be ordered, as the amount of performance security deposit.  
  
(b) Non receipt of Security Deposit within stipulated time may result in cancellation of the order.  
  
(c) The amount of Earnest Money paid by the successful Tenderer(s) will be adjusted against the amount of Security Deposit to be paid by the successful tenderer(s) as per condition No.07 above.
- 8) The tender should be neatly typed on letter head carrying the name of supplier and the signature of the tenderer. No overwriting, correction or erasures will be considered.
- 9) All bills should be in TRIPLICATE and should invariably mention the number and date of supply order.

- 10) Each bill in which Sales Tax is charged must contain the following certificates on the body of the bill: "CERTIFIED that the goods on which Sales Tax has been charged have not been exempted under the Central Sale Tax Act or the Rules made there under and the amount charged on account of Sales Tax on these goods is not more than what is payable under the provisions of relevant Act or Rules made there under".
- 11) The Tenders will be opened by the Tender Opening Committee in presence of Tenderers or their representatives, if any, present in the Office of the Tender Inviting Officer.
- 12) The right to accept or reject without assigning any reasons 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 in part will be final and binding to all.
- 13) In case, the supplier does not execute the supply order placed with him as per the given schedule, the EMD of the supplier will be forfeited and the contract for the supply shall terminated with no further liabilities on either party to the contract.
- 14) No separate agreement will be required to be signed by the successful tender(s) for the purpose of this contract for supply. Rates tendered/offered in response to the concerned Tender Notice shall be considered as acceptance of all above terms and conditions for supply for all legal purpose.
- 15) The tender will be accepted during working hours upto 30/03/2015 at 15.00 hours and will opened on the same day if possible in the office of the Member Secretary, Information Technology, Fort Area, Moti Daman, Daman in the presence of the Tender Opening Committee and tenderer(s) or their representative(s) if present.

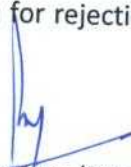
**Conditions of Contract:**

- 1) The rate(s) quoted should be strictly for free delivery at CSC Locations in DD (all group Gram Panchayats offices) as per supply order and will be valid and operative for supply orders issued within one year from the date of invitation of tenders.
- 2) Orders once placed should be delivered within the given time period and item should be door delivered.
- 3) No extra charge for packing, forwarding and insurance, installation/ commissioning at site etc. will be paid on the rates quoted.
- 4) The rates should be quoted only for the items specified in the list of requirement and should be for the items of given special make/manufacture.
- 5) Rates quoted for items other than the required specification/make/manufacture will not be considered.
- 6) The amount of Earnest Money paid by the tenderer(s) whose tenders are not accepted will be refunded to them at the earliest but not later than 30 days from the date of award of contract to the successful bidder. The amount of Security Deposit/Earnest Money will be refunded after expiry of guarantee/warranty period, if any, or any such date/period as may be mutually agreed upon only on satisfactory completion of the

supply order. Railway Receipt or other transport document should be drawn in the favour of Officer Inviting tender.

- 7) The rates should be quoted inclusive of all taxes & should be quoted per unit. Rate must be quoted in figures and words. In case of dispute, rates in words will be considered & decision of the tender opening authority will be final in this regards.
- 8) The supplies, materials etc. of inferior quality standard or of different specifications, brand, manufacturer etc other than that ordered specified and/or incomplete or broken articles will not be accepted. The supplier has to replace the same at his own cost and risk. Intimation of non-acceptance of any materials etc will be sent to the supplier 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.. However, if no response is received within 15 days from the date of such communication, the tender Inviting Officer will not be responsible for any damages, loss etc. of such rejected articles.
- 9) In case of failure to replace the supplied/ delivered but rejected articles from the supplies made, as mentioned in the conditions the loss undergone by the Government will be recovered from the suppliers Security Deposit/Earnest Money or payment due of any bill(s) to the extent required.
- 10) In case of failure to supply the store, materials etc. ordered for, as per conditions and within the stipulated time, the same articles will be obtained from the tenderer who offered next higher rates or from any other sources, as may be decided by the tender inviting Officer and the loss to the Government on account of such purchases(s) shall be recovered from the former suppliers Security Deposit/Earnest Money or bills payable. The suppliers shall have no right to dispute with such procedure.
- 11) Extension of time limit for supplies shall be considered by the Tender Inviting Officer. The extension so granted may be with levy of compensation for delay in execution of supply order up to 5% 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 upon the circumstances and such decision in the matter will be final.
- 12) Demurrage charges paid by the Tender Inviting Officer on account of delayed receipt of dispatch documents intimation will be recovered from the bills payable to the supplier.
- 13) If at any time after the order for supply of materials the Tender Inviting Officer shall for any reason whatsoever not require the whole or part of the quantity thereof as specified in the order the Tender Inviting Officer shall give notice in writing of the fact to the supplier(s) who shall have to claim to any payment of compensation what so ever on account of any profit or advantage which the supplier(s) might have derived from the supply of articles in full, but which did not derive in consequence of the full quantity of articles not having been purchased, nor shall have any claim for compensation by reasons of any alterations having been made in the original instructions which shall invoice any curtailment of the supply originally contemplated.

- 14) The Earnest Money(s)/Security Deposit(s) paid by the tender(s) earlier against any tender(s) or supply order(s) is/are not adjustable with Earnest Money or Security Deposit required by these conditions.
- 15) The supplier must provide three years warranty & free maintenance for the ordered material.
- 16) The tenders/offers received do not confirm with the terms and conditions of this office will be summarily rejected. If any firm desires to consider exemption from payment of Earnest Money Deposit, certified copies of its Registration with D.G.S. & D. should be attached to their tenders.
- 15) The items as mentioned in the list are the approximate estimates invited and actual purchase may be more or less. Accordingly the successful tenderer has no right to claim for any loss/damages with reference to approximate requirement shown in tender and actual requirement.
- 16) Supplier may insure the goods at his own cost to safeguard the delivery of such goods dispatched by him to the consignee; the department will not be responsible for the damages or pilferage of goods during transit.
- 17) The tenderer should attach certified True copies of Sale Tax & Central Sale Tax Registration Certificate and Vat Certificate, a copy of Pan Number, proof of fulfilling the norms of IS/ISO/WHO/GMP specification if any, with his/their tender. It may please be noted that the tender received without document referred above shall not be considered.
- 18) Payment will be made only after installation and complete satisfaction of the tender inviting authority.
- 19) The DDeGS reserves the right to select any tender or reject any or all tenders without assigning any reason whatever. It will not be obligatory on the DDeGS to accept the lowest tender & no explanation will be given with regard to reason for rejection of any tender.

  
Member Secretary (DDeGS)  
Daman & Diu e-Governance Society,  
Daman

The above terms and conditions are accepted and are binding to me/us.

Place:

Signature of tenderer

Dated:

Name of tenderer with seal of the firm

**NOTE:** Please return One Copy of these terms and conditions duly signed with seal of firm along with the tender as proof of acceptance of the terms and conditions.

Sr. No.	Description	Annexure
		Answer
01	Has the agency registered with Sales Tax/ VAT Department and documents proof to this effect attached?	Yes/No
02	Has the agency enclosed Permanent Income Tax No. with the Tender & ITR copies of last 3 years to be provided	Yes/No
03	Has the agency deposited tender document. of Rs.500/- and EMD of Rs 5,000/-	Yes/No
04	Has the agency quoted rates inclusive of all taxes and levies as per Schedule?	Yes/No
05	Has the agency attached the documentary proof of having exemption from Bid Security Deposit, in case of the agency exempted being register with DGSD/NISC?	Yes/No
06	Has the agency accepted all the terms and condition of the tender documents and has attached an undertaking in this regard?	Yes/No
07	Turnover for last three years of Rs. 25 Lacs (each).	Yes/No

Signature & Stamp of Supplier

**[ANNEXURE "A"]**

**SCHEDULE FOR THE PURCHASE OF FURNITURE AND PERIPHERALS FOR CSCs IN DD &DNH**

To  
 Member Secretary,  
 Daman & Diu eGovernance Society,  
 Fort Area, Moti Daman  
 Daman

I/We the, undersigned \_\_\_\_\_ of  
 M/s. \_\_\_\_\_ hereby offer my/our rates as under. I/We agree with  
 the terms and conditions attached with this tender and promise to supply of the 'Desktop  
 and Peripherals' as per specification given below.

(Sign & Name of the Supplier)

Rubber Stamp

S.No	Particulars	Details	Quantity	Rate(includi ng taxes)	Amount
	Computer	Purchase of "Desktop Computer " (Hp/Dell/Lenovo/Acer or Equivalent ), Ram – 4 GB, Hard Drive – 500GB, Operating System – Window 8 Pro 64 Bit, Processor Intel Core ™ i5 – 3470s or above Monitor (Colour) – 18" to 22" TTF/LED Digital.			
02	Printer	Laser Printer cum Scanner (HP/Canon or Equivalent) Speed – 18 PPM or Higher			
03	UPS	UPS (APC or Equivalent) 600 KVA, Backup Time –Minimum 15 Minutes			
04	Antivirus	Antivirus for 3 years for 5 Users Total Security (Including Internet and USB Security)			

**Note:** The Rates quoted should be inclusive of all applicable taxes and should have at least three years of OEM warranty.

**Payment Terms:** Payment will be made 1 month after successful delivery and installation. No advance payment will be made to the successful bidder.

Signature & Stamp of Supplier