

U.T. ADMINISTRATION OF DAMAN & DIU  
DIRECTORATE OF MEDICAL AND HEALTH SERVICES,  
PRIMARY HEALTH CENTER MOTI DAMAN

**CONDITIONS FOR THE SUPPLY OF COMPUTER SYSTEM.**

Tender Notice No. DMHS/DD/ COMPUTER/2009-10/3273  
Dated 08-02-2010.

1. The rate(s) quoted should be strictly for free delivery at F.O.R. Community Health Services, PHC, Daman and will be valid and operative for supply orders issued on or before 31-03-2010.
2. The rates should be quoted inclusive taxes, Central Excise and installation & commissioning charge, training etc.
3. (a) VAT / Sales Tax will be paid on the items on which it is chargeable under the VAT / Sales Tax Act or the Rules made there under. C.S.T. will be paid @ 4% against form 'D'.  
(b) Request for issue of Form 'D' with supply order will not be entertained as Form 'D' will be issued along with payment of respective bill only.
4. Except C.S.T. all other Taxes/Duties/Royalties Charges payable on the sales/transport etc. within and/or outside the state of supplier shall be payable by the supplier.
5. No extra charge for packing, forwarding and insurance etc. will be paid on the rates quoted.
6. The rates should be quoted only for the items specified in the list of requirement and should be for the items of given special mark/manufacture.
7. Rates quoted for items other than the required specification/mark/manufacture may not be considered. However, indigenous manufactures may quote their own makes provided the specifications confirm to the standard(s)/requirements of the given specifications/mark/ manufacturer.
8. Where specifications/mark/manufacture are not specifying by this office, the rates should be quoted only for the 1st class and standard quality.
9. The Tenderer should specify the name of the manufacturer for the items quoted by him along with catalogue of the item.
10. 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.
11. The Tenderer should send in advance or enclose along with technical bid an amount of Rs. 6,000-00 (Rupees Six Thousand only) as Earnest Money Deposit in form of Demand Draft / F.D.R. of any Nationalized / scheduled Bank at payable at Daman in favor of the officer inviting tenders i.e. Director, Medical & Health Services, Daman. The E.M.D. submitted other than form mentioned above will not be accepted. Tender received without Earnest Money Deposit will be summarily rejected. The Technical Bid and the Financial Bid of that firm will also considered as rejected.
12. (a) The successful Tenderer will have to pay within 10 days from the date of demand, an amount equal to 10% of the total value of articles, that may be order, as the amount of security deposit.  
(b) Non-receipt of Security Deposit within stipulated time limit will result in automatic cancellation of the order for supply without any intimation.  
(c) However in case if any articles are received for which the Security Deposit may not have been deposited, the full Security Deposit as may be due from the supplier will be recovered from the bill(s) for such articles.

13. 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. 12 above.
14. The tender should be neatly typed only on letterhead carry the name of supplier and the signature of the Tenderer. No overwriting, correction or erasures will be considered.
15. The amount of Earnest Money paid by the Tenderer(s) whose tenders are not accepted will be refunded to them by Cheque or Demand Draft (as may be convenient to the Tender Inviting Officer if the amount is above Rs.200/-) drawn on an branch of State of India or its subsidiary Schedule Bank. Where this mode of payment is not possible the amount will be refunded at the cost of the Tenderer.
16. Only on satisfactory completion of the supplies ordered for and on payment of all bills of the supplier, as to be admitted for payment, 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.
17. The tender inviting officer will consider extension of time for remitting the Security Deposit as demanded. However, in case of denial to consider such extension the supplier is bound to abide by the limit given and liable to make good any loss to the Government on account of his failure to abide by the time limit.
18. (a) Railway Receipt or other transport document should be drawn in favor of the Officer Inviting Tenders.  
(b) Railway Receipt or other transport document should not be send by V.P.P. or through any Bank as this being a Government Office it is not possible to clear cash demands of Post Office/Bank for delivery of R.R. or other transport documents unless we have agreed to it as a special arrangements.  
(c) Railway Receipt or transport should be sent to this Office by Registered Post immediately on dispatch of goods from dispatching end.
19. The supplies of Medical equipments, Store equipment 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 will have to replace the same at his own cost and risk. Intimation of non-acceptance of any stores Machinery and equipment 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, if he so desires 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 not be responsible for any damage, loss etc. of such rejected articles.
20. 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 suppliers Security Deposit/Earnest Money or payment due of any bill(s) to the extent required.
21. In case of failure to supply the store, machinery and equipment 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 any right to dispute with such procedure.
22. Extensions of time limit for supplies shall be consider 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.
23. 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.
  24. (i) The supplier(s) of the machinery and equipments shall have to supply spare parts as and when required in on an agreed basis i.e. on agreed on the published catalogue/price lists for an agreed period.  
(ii) The supplier (s) shall give adequate advance notice before any spare parts goes out of production to enable the tender Inviting Officer to order for spare parts required in one lot for the life time of respective machinery.  
(iii) If mutually agreed to the supplier(s) shall make available the blue prints of drawing etc. of the spares if any when required in connection with main machinery/equipments.
  25. If at any time after the order for supply of Machinery/stores/equipment 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 no 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.
  26. 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,
  27. All bills should be in DUPLICATE and should invariably mention the number and date of supply order.
  28. All bills for amount above Rs.5000/- should be pre-receipted on a Revenue Stamp of proper value. Bills for amount exceeding Rs.5000/- not pre-receipted on Revenue Stamp of proper value will not be accepted for payment.
  29. Each bill in which Sales Tax is 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 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".
  30. The Purchase Committee will open the Tenders in presence of tenderers or their representatives, if any present in the Office of the Tender Inviting Officer. The Purchase Committee will first open the technical bid and considering the technical specification of Computer system, UPS & Laser Printer. The Committee will open the financial bid only of those firms who are qualified for technical bid as per minimum specifications given by the department.
  31. 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 in part will be final and binding to all.
  32. 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.

33. If the tenderers whose tender is accepted, fails to execute the supply order within stipulated time the Earnest Money Deposit of such tenders will stand forfeited to the Government.
34. 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 terminated with no further liabilities on either party to the contract.
35. 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.
36. The items as mentioned in the list are the approximate estimates invited and actual purchase may more. Accordingly the successful Tenderer has no right for any loss/damages with reference to approximate requirement shown in tender and actual requirement.
37. The tender will be accepted during working hours up to 22-02-2010 at 12.30 p.m. and opened on same day at 3.00 pm, if possible in the office of the Director, Medical & Health Services, Primary Health Center Moti Daman in the presence of the Purchase Committee and Tenderer(s) or their representative(s) if present.
38. Supplier may ensure 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 damage or pilferage of goods during transit.
39. The tenderers should give the guaranty/warranty for the period of not less than one year from the date of installation against any manufacturing defect.
41. The successful tenderers should install and commissioning the equipment and furniture at the site suggested by the office.
42. The successful tenderers shall be bound to provide training if any required without any extra charges during commissioning.
43. The tenderers shall be bound to give assurance for undertaking the annual maintenance contract after the expiry of guarantee/warranty period.
44. The tenderers must have to submit the tender in two bid cover system, 1<sup>st</sup> cover of Technical bid and 2<sup>nd</sup> cover of financial bid and both separate cover should be in one sealed cover mentioning "TENDER FOR COMPUTER SYSTEM, UPS & LASER PRINTER" and due date on cover.

Signature & Designation of  
Tender Inviting Officer

Sd/-  
( Dr.K. Y. Sultan)  
Director  
Medical & Health Services  
Daman

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

Place: Signature of tenderers  
Dated: Name of tenderers with seal  
of the firm

NOTE: Please return one copy of these terms & conditions dully sign with seal of firm along with the tender.