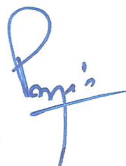


**TERMS & CONDITIONS OF TENDER FOR AUTO PANEL
FOR MANIPUR STATE AIDS CONTROL SOCIETY FOR THE YEAR 2017-18**

1. The tender in the prescribed proforma shall be submitted in a single big size envelope containing two envelopes, one for **“Technical Bid”** and another for **“Item-wise Financial Bid”** duly sealed. The item-wise Financial bid must be submitted in a big envelope superscripted as Tender for ----- for the year 2017-18 mentioning Tender Notice No. and Item No. in separate envelopes. The Committee will not be held responsible for any postal delay, if the tender is sent by post. Tenders not accompanied with the requisite documents at the time of submission of tenders shall be rejected at the appropriate level of the competent authority.
2. All the necessary documents must be enclosed in the bid, without which the bid will be treated as technically non-responsive.
3. The firm must have experience in the concerned work for which it is applying and it should be supported by relevant documents. Any work experience related documents as indicated in the para above shall be enclosed.
4. **Technical bid consists of the following documents:**
 - i. Earnest Money in the shape of Bank Draft drawn in favor of Manipur State AIDS Control Society (MACS) worth Rs.8,000/- (rupees eight thousand only)
 - ii. Sales Tax / VAT/GST registration certificate.
 - iii. Latest tax clearance certificates (now called VAT) valid at the time of opening of the tender issued by the sales tax authority under relevant sales tax act and the amendments made thereafter from time to time.
 - iv. **Non-Blacklisting Declaration:** The tenderer shall furnish a non-black listing certificate that the firm has not been blacklisted in the past by any Govt./Private institution. The tenderer has to give an affidavit on non-judicial stamp paper duly attested on Rs. 50/- that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been blacklisted in the past in any institution of country.
 - v. Experience related documents.
5. **Financial Bid consists of following:**
 - i. **“Price-Bid”** (Financial bid) properly sealed separately superscripted as Tender for -----and shall **mention details of the Items quoted with item Sl. No.**
 - ii. Financial bid should be inclusive of relevant tax and reflected in the bid.
 - iii. Financial bids (Price bid) of only those tenderers shall be opened who qualifies technically.
6. In case of any authority found forged/tampered, the firm is likely to face legal action against them under rules including forfeiture of their earnest money.
7. The tender documents should be paged and bear signature with seal on each and every page.
8. Total value of tender is approximately Rs.4,00,000/- (rupees four lakhs).
9. The rate quoted must be F.O.R. “Stores of the Manipur State AIDS Control Society”
10. The rate quoted must be inclusive of all taxes. No separate Tax/Levies will be allowed. Rates quoted should be typed and free from fluiding/cutting and over-writing. No hand written quotation will be accepted. All pages of the documents submitted should be numbered & total number of pages indicated in the index.
11. The tenderer executing the work shall quote in Indian Currency only.
12. Details of documents enclosed with the tender forms should be mentioned in Proper Index serial wise duly flagged on the front page of your tender.

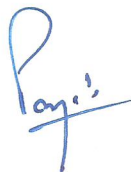


13. The document submitted by the firm with the tender will be opened in the presence of tenderers/representatives of the firms and the officers opening the tender will sign the tender documents.
14. The tenderer/authorized representatives should point out to the Chairman of the committee, embitterment, if any, at the time of opening tenders; thereafter the tenderer/authorized representative will have no legal right to confer or to represent on one ground or the other.
15. All the documents attached with the tender should be signed and sealed by the bidder itself.
16. No conditional tender shall be accepted. The committee reserves the right to accept or reject any tender/ quotation without assigning any reasons thereof.
17. If the work is not effected on due date, the **"Chairman, Tender Committee for Technical Specifications"** / Head of the Departments of the respective institutions will have the right to impose penalty of the total cost of the supply order as under
 - i. First extension for the month on part thereof: @ 2%
 - ii. Second extension for an additional months: @ 3%
 - iii. In case of Non-supply : @ 75%
18. The successful tenderer are bound to execute the work on the rates once quoted by them and approved by the Committee. Any hike in tax on later stage will not be paid if not levied by the Manipur Govt. However, in the event of any revision in the existing rates of duties or introduction of any statutory duty and taxes imposed by the Government, the same will be paid extra on production of satisfactory documentary proof.
19. The approved firm shall carefully examine the conditions, specifications etc. of the works to be executed, wherever applicable. In case of any doubts, he shall before, signing the contract refer to the Project Director/Finance Officer (MACS) and get clarifications.
20. If in any case, it is noticed that any firm or any other agency is executing any work of similar specification at lower cost than that of tenderer and approved as per this tender notice, the firm should have to execute the work at such lower rates and excess amount if any paid for supplies already made shall be recovered in lump sum.
21. If at any stage during the tenure of the tender, the successful tenderer reduces the sales price lower than the quoted rates under agreement will forthwith notify such reductions of the sale price to the undersigned immediately.
22. All terms and conditions of tender notice shall conform part of the supply order/agreement.
23. The successful tenderer shall have to abide by the standard terms and conditions as laid down and the conditions as per the contract.
24. The office reserves the right at the time of contract award to increase or decrease the quantity of the items without any change in the unit price or any other term & conditions.
25. The rate contract shall remain valid for a period of one year from the date of its issuance which can be extended for a period of 90 days or till such time the new rate contract is issued, whichever is earlier.
26. The successful tenderer should ensure immediate execution if work order is placed on them and they are bound to execute the work strictly as per the conditions approved by the Committee. If at any stage, it is found that the work executed by the firms is not according to, as approved by the Committee, the ACTION AS DEEMED FIT WILL BE TAKEN AGAINST THE FIRM.
27. The successful tenderer shall be responsible for execution of the work strictly in accordance with the contract in full and shall not in any case assign or sublet any part thereof. Suitable penalty up-to 10% of the total value of a contract shall be imposed for any deviation from contractual obligation on merits of each case, besides forfeiture of Earnest money or even black listing of the firm.



- i. If in case the tenderer fails to execute the work within the stipulated time, the order will be liable to be treated cancelled and Performance Security Deposit money will be forfeited.
 - ii. The successful tenderer who fails to execute the work according to the specifications of the material as specified in supply order and as per the sample approved by the COMMITTEE, the earnest money shall be forfeited and the firm will be debarred for participating in future tenders of this Society.
 - iii. The successful tenderer shall have to execute an agreement in the prescribed form with the Project Director concerned.
28. The **"Chairman"** shall also be competent to alter/ modify the specifications of any item/items in the best interest of the Society during the process of finalization of a contract viz. Placement of work order.
29. All the materials used in executing the work shall be of the best quality, specification, trade mark and in accordance with the approved standards and samples if provided.
30. In case of failure of L1 to execute the supplies, the supply order shall be placed with L2.
31. In case of any dispute/ difference or doubts, the orders of the **"Chairman of the Tender Committee"** shall be final.
32. Legal proceedings that may arise at any time shall be subject to the jurisdiction of High Court of Manipur only.
33. The payment shall be made to the tenderer after receipt/ verification as per the laid down specifications.
34. No advance payments shall be made. All payments will be made after receipt of completion certificate issued by competent authority and its inspection report by the committee constituted for the purpose.
35. Any other condition that is not indicated here can be incorporated in the work order or agreement before execution of a contract if need be.
36. **"Chairman of the Tender Committee"** is competent and reserves the right to consider, ignore, or reject any tender at any stage without assigning any reason what so-ever.
37. All the ingredients of the Check-list and General instructions incorporated shall be treated as a part of conditions of the contract.

Signature with Seal
Of the tenderer
In acceptance



**CHECK LIST FOR THE TENDERERS
TO BE ENCLOSED WITH TECHNICAL BID**

1. Earnest Money in the shape of Bank draft worth Rs.8,000/- (rupees eight thousand only)
2. Item – wise Price bid
3. Undertaking / Letter of Acceptance in respect of terms & conditions
4. Non Blacklisting Declaration
5. Valid VAT / GST Registration Certificate
6. VAT clearance certificate
7. Copy of PAN Card
8. Experience related documents
9. Relevant registration certificate of the firm.

- The tenderer may go through the check-list and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
- It is the responsibility of tenderer to ensure furnishing all required documents in addition to above, if any.
- The tenderer should furnish all the relevant information mentioned in the checklist.
- Wherever necessary and applicable, the tenderers shall enclose certified copy as documentary proof/evidence to substantiate the corresponding statement.
- In case a tenderer furnishes a wrong or evasive statement, his tender will be liable to be ignored/rejected

With Seal & Signature

(Full name, designation & address of the Tender)

**UNDERTAKING/ LETTER OF ACCEPTANCE IN RESPECT OF TERMS &
CONDITIONS FOR AUTO PANEL FOR THE YEAR 2017-18**

Sir,

1. I / we do agree for all clauses, terms and conditions of the tender documents.
2. I / we agree to abide by the contract for a period of **one year** to provide the services from the date of award of the contract and ready to work on the same rates, if extended for a further period of three months or till new contract is finalized.
3. I / we declare that our financial position is sound and we are competent to execute the work as & when allotted.

In acceptance

(Signature and seal of the tenderer)

1. TECHNICAL SPECIFICATION - AUTO PANEL

District	Quantity Reqd.	Specifications	Rate for printing of vinyl per sq. ft.	Rate for pasting one vinyl at the sites	Remarks
Imphal West	150	1. Size – 3 ft breadth X 2 ft height. 2. Media : Vinyl printing			Successful bidder should submit photograph of each vehicle with the registration Number and the vinyl pasting clearly visible along with the route in which it is plying.
Imphal East	150				
Thoubal	60				
Bishnupur	60				
Kakching	50				
Kangpokpi	60				
Jiribam	50				
Churachandpur	60				
Tengnoupal (Moreh)	60				
Total:	700				

P. J.