

NON TRANSFERABLE

Sl. No.....

Issued

to.....
.....

The tender format may also be downloaded in duplicate (one copy shall be retained by the tenderer).

Invitation for tender and instructions to tenderers for Printing of brochures, folders, docket folders and pocket brochures for Manipur Tourism, Government of Manipur.

1.	Tender Reference:	No.6/90/95-DTSM(Pt.)
2.	Date of commencement of sale of Tender Document:	14.07.2014 (10.00 a.m.)
3.	Last date for issue of Tender Document:	23.07.2014
4.	Last date for receipt of Tender Document:	28.07.2014 (3.00 p.m.)
5.	Date, Time & Venue for opening of Technical Bids & Price Bids.	06.08.2014 (11.00 a.m. & 1.00 p.m.) Office of Director (Tourism), Manipur
6.	Address for Communication:	Director (Tourism), Manipur, North A.O.C., D.M. Road, Imphal-795001
7.	Fee for Tender Document:	Rs. 500/-

Note: If the date fixed for opening of Tender is declared a holiday by the Government, the same would be opened on next working day with time for opening of technical Bid remaining the same as indicated above.

- (i) Director (Tourism), Manipur reserves the right to extend the date to acceptance of Tender Offer by up to 7 (seven) days, such an extension would be binding on the tenderers.
- (ii) If the date up to which the tender is open for acceptance is declared to be a closed holiday, the tender shall be deemed to remain open for acceptance till the next following working day.


Director (Tourism), Government of Manipur

PRICE BID

(VALID FOR ONLY SINGLE ITEM IN THE TENDER DOCUMENT: APPENDIX-I)

From

(Full name and address of the tenderer)

To

The Director (Tourism), Manipur,
North AOC, D.M. Road,
Imphal-795001

R.O. _____

Sir,

I submit the PRICE BID for the Tender for appointment as Agency for delivery/
execution of the following item (s) of work:

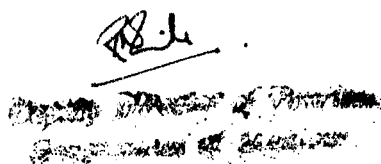
Sl. No. of item in Tender Document (Appendix I): _____

Name of Item of Work: _____

2. I have thoroughly examined and understood all the terms and conditions as contained in the Tender Document; NIT, its annexures & appendices and agree to abide by them.
3. I offer to work at the following rates inclusive of all taxes, duties, cess etc. for the said item of work.
4. Rs.(Rupees)
only (in words).
5. Rate quoted is valid for a period of 8 (eight) months starting and inclusive of July, 2014 till and inclusive of February, 2015.

Yours sincerely,

(Signature of tenderer)



Forwarding Letter

From

(Full name and address of the tenderer)

To

The Director (Tourism), Manipur,
North AOC, D.M. Road,
Imphal-795001

R.O. _____

Sir,

I submit the PRICE BID for the Tender for appointment as Agency for delivery/execution of the following item (s) of work:

Sl. No. of item in Tender Document (Appendix-I): _____

Name of Item of Work: _____

2. I have thoroughly examined and understood all the terms and conditions as contained in the Tender Document; NIT, General Information for Tenderers, annexures & appendices and agree to abide by them.
3. I agree to keep the offer open for acceptance up to and inclusive of (date) _____ and to the extension of the said date by 7 (seven) days in case it is so decided by the Director (Tourism), Manipur. I/we also agree that, if the date upto which the offer would remain open is declared a holiday by the Government, the Offer would remain open for acceptance till the next working day.
4. Demand Draft No. _____ dated _____ drawn on the _____ for Rs. _____

(Rupees _____ only (in words) is enclosed as Earnest Money Deposit (EMD). In the event of my/our tender being accepted, I/we agree to furnish within 7 (seven) days of acceptance of the tender, Security Deposit as stipulated in the tender.

[Signature]
[Stamp]

5. I do hereby declare that the entries made in the tender and Appendices/Annexure attached therein are true and also that I/we shall be bound by the act of my/our duly constituted Attorney.
6. I hereby declare that my Agency/Company/NGO has not been blacklisted or otherwise debarred during last 5 (five) years by the Tourism Department, Manipur or any PSU or any Government, or any other client, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative instructions. (*)
- OR
- I hereby declare that my Agency/Company/NGO was blacklisted/debarred by _____ (name of client) for a period of _____, which has expired on _____ (Provide complete details of reasons for blacklisting/debarring)(*)
- (*) (Strike out whatever is not applicable).
7. I hereby declare that no contract entered into by me/my firm/Agency/Company with the Department, or any other PSU or any Government, or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.
8. I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by me/us with the Department, or any other PSU or any Government, or any other client during the last five years.
9. I hereby declare that I have not been convicted at any time by a Court of Law for an Offence and Sentenced to imprisonment for a period of three or more years.
10. I hereby declare that I/My Firm have not supplied defective items to the Tourism Department, Government of Manipur, on any occasion in the past 5 (five) years, without the same having been replaced. I further declare that I/we shall be bound by decision of the Director (Tourism), Manipur in this regard.

DECLARATION

I/we certify that all information furnished by me/us is correct and true and in the event of my information being found incorrect/untrue, the Department shall have the right to disqualify me/us without giving any notice or reason thereof or summarily terminate the Contract, without prejudice to any other rights that the Department may have under the Contract and Law.

(Signature of tenderer)

Red

*Director, Tourism
Government of Manipur*

TOURISM DEPARTMENT, MANIPUR

A. Details of tenderer (to be filled in by the tenderer)

1.	Name of tenderer	
	Date of birth	
	Address	
	a) Mobile No./Landline: b) e-mail:	
2.	Composition of tenderer: (State whether the tenderer is a proprietorship concerned or a Company) The name of the Proprietor/ Director as applicable	
3.	Business in which the tenderer is employed together with address particulars of the heads office and branches if any, are located	
4.	Income Tax PAN of tenderer	

B. List of Documents Attached:

1. Forwarding letter
2. Part-A Technical Bid with all its Annexures & Appendices
3. List of documents enclosed.

		Yes/No
1.	Attested copy Certificate of Registration etc. as applicable	
2.	Power of Attorney of person signing the tender	
3.	Certificate of experience and details thereof	
4.	Copy of Service Tax Registration	
5.	Copy of the latest Bank Transaction Statement in support of volume of bank transaction	
6.	Cost of tender document, if downloaded	
7.	Sample of material to be used, if indicated in Annexure-I	
8.	Copy of PAN Card	
9.	Any other documents/item called for, if indicated anywhere in the tender document (Also, please specify)	

(Signature & Seal of Authorised Signatory)

[Signature]
 Director of Tourism
 Department of Tourism

GENERAL INFORMATION FOR TENDERERS

1. Qualifying conditions for Bidding:

- A. Tenderer should have prior experience in the work item bid for a period of 2 (two) years, supported by a Certificate to the effect obtained from a PSU/Government Department/Public Sector Undertaking/ Private Ltd. Company dealing in the field of publication/printing/designing/advertisement or similar works.
- B. The Tendering agency/individual must have a bank transaction of a total of at least 80% of the budget available and this should be supported by the latest bank statement.
- C. The Tendering Agency/individual shall furnish Earnest Money Deposit of an amount as indicated in Appendix-I in the form of a Demand Draft/Pay Order issued by a Scheduled Bank in favour of "The Director (Tourism), Manipur" payable at Imphal.
- D. Copy of VAT/Commercial Tax Regd. No./ Certificate or Service Tax registration document shall be enclosed with the tender documents by the local firm.
Copy of PAN Card/TAN Card shall be enclosed with the tender documents.

2. Disqualification:

- i. Tenderer who have been blacklisted or otherwise debarred by any Department of any State Government/ Central Government /Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 (five) years, whichever is earlier.
- ii. Any Tenderer whose Contract with any Department of any State Government/ Central Government /Public Sector Undertaking has been terminated before expiry of the Contract period at any point of time during the last five years, will be ineligible.
- iii. Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by any Department of any State Government/ Central Government /Public Sector Undertaking during last 5 (five) years, will be ineligible.
- iv. If the proprietor/any of the partners of the Tenderer firm/any of the Director of the Tenderer Company have been, at any time, convicted by a Court of an offence and sentenced to imprisonment for a period of 3 (three) years or more, such Tenderer will be ineligible.
- v. Tenderer who have supplied defective items to the Tourism Department, Government of Manipur, on any occasion in the past 5 (five) years, without the same having been replaced, will be ineligible. The decision of Director (Tourism), Manipur in this regard shall be final.

3. Instructions for Submitting Tender:

The instructions to be followed for submitting the tender are set out below:

- a) The Tenderer must fill up and sign the Forwarding Letter in the format given in Appendix-II and also furnish full, precise and accurate details in respect of information asked for in Appendix-III attached to the form of tender.


Secretary, Department of Tourism,
Government of Manipur

b) Signing of Tender:

- i. Person (s) signing tender shall state the capacity in which he/she is, or they are, signing the tender, e.g., as sole proprietor of the firm, or as Secretary/manager/Director, etc., of a Limited Company.
- ii. Person (s) signing tender or any other documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to produce a proper Power of Attorney duly executed in his favour, stating that he has the authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the Tender/Contract. If the person so signing the tender fails to produce the said Power of Attorney, his tender shall be summarily rejected without prejudice to any other right of the Department under the Contract and the Law.
- iii. The Power of Attorney should be signed by all the partners in the case of a partnership concerned, by the proprietor in the case of a limited company. The entire tender document must also be signed on each page by the authorised person.

4. Earnest Money Deposit (EMD):

- i. Each tender must be accompanied by Earnest Money Deposit of an amount specified in Appendix-I. in the form of a Demand Draft/Pay Order issued by a Scheduled bank in favour of the Director (Tourism), Manipur payable at Imphal. Tender not accompanied by Earnest Money Deposit shall be summarily rejected. The Tenderer shall be permitted to bid on the expressed condition that in case he resiles/modifies his offer or terms and conditions thereof, after submitting his bid, for any reason whatsoever during the tender process, the Earnest Money Deposit furnished by him shall stand forfeited, without prejudice to any other rights and remedies of the Department under Contract and Law, and the Tenderer will be liable for any loss suffered by the Department on account of its withdrawal/modification, etc., besides forfeiture of EMD. He will also be debarred from participating in any other Tender Enquiry with Tourism Department for 5 (five) years.
- ii. The Earnest Money deposited will be returned to all unsuccessful tenderers within a period of 30 (thirty) days from the date of issue of the acceptance letter to a successful tenderer, after the said successful tenderer has furnished the Security Deposit and Performance Guarantee, if he does not desire the same to be adjusted towards the Security Deposit and/or Performance Guarantee. However, in case the tender is disqualified during technical evaluation, the Earnest Money will be refunded within 15 (fifteen) days of technical disqualification of the tenderer. No interest whatsoever, shall be payable on Earnest Money Deposit, in any case.

5. Security Deposit:

- a) Successful Tenderer shall furnish within 7 (seven) days of acceptance of his tender, a Security Deposit @ 5% of the Gross Accepted Tender Value in form of Demand Draft or Pay Order issued by a Scheduled Bank in favour of Director (Tourism), Manipur for due, proper and complete discharge of all their obligations under the Contract. The Security Deposit shall not earn any interest.

[Handwritten signature]
[Faint stamp]

- b) In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Tourism Department to deposit the Security Deposit within 7 (seven) days of acceptance of his bid, the same shall be summarily rejected besides forfeiture of the EMD and the Department shall proceed for appointment of another Agency/Individual.
- c) The Security Deposit will be refunded to the Agency/Individual on due satisfactory performance of the Services, satisfactory delivery of products and on completion of all obligations by the Supplier/Service Provider under the terms of the Contract, and on submission of a "No Demand Certificate" subject to such deduction from the Security Deposit as may be necessary for recovering the Department's claims against the Supplier/Service Provider. The Department will not be liable for any interest on the Security Deposit.
- d) Any losses or damages arising out of and incurred by the Department by conduct of the Agency will be recovered from the Agency, without prejudice to any other rights and remedies of the Department under Contract and Law. The Agency will also be debarred from participating in any future tenders of the Department for a period of 5 (five) years. After the completion of prescribed period of five years, the Agency may be allowed to participate in the future tenders of tourism Department provided all the recoveries/dues have been effected by the Tourism Department and there is no dispute pending with the Agency.

6. Submission of Tender:

- a) The tender shall be submitted in two parts, i.e., Technical Bid and Price Bid.
- b) The original copy of the tender along with the documents required under the Technical Bid is to be kept in one sealed envelope superscripted '**A**'- **Technical Bid** and the Price Bid should be kept in another sealed envelope superscripted '**B**'- **Price Bid**. Both the bids then should be kept in another sealed envelope superscripted "**Tender No. _____ for _____**" and addressed to "The Director (Tourism), Manipur, North AOC, D.M. Road, Imphal-795001" along with name and address of the Tenderer.
- c) The envelope containing the Technical Bid shall include the following:
 - i. The Tender Document along with all its Annexure & Appendices duly signed on each page by the Tenderer.
 - ii. Earnest Money Deposit
 - iii. A sample of the material sought to be used, wherever indicated in Annexure & Appendices thereto.

- iv. Fee of Tender Document @ Rs. 500/- through Demand Draft issued by a Scheduled Bank in favour of Director (Tourism), Manipur or in cash, if the Tender Document is downloaded from authorized website.
 - v. The entire set of Tender Document issued to the Tenderer should be submitted fully priced and signed on the last page with initials on every page to indicate acceptance of the Tenderer.
 - vi. List of documents attached, as per the format in Appendix-III, duly signed by the Tenderer.
- d) Tenders failing to comply with these instructions shall be summarily rejected.
 - e) The Tender Form shall be filled in by Tenderer neatly, clearly and precisely. Any alteration, erasures or overwriting should be duly initialed by authorized signatory.
 - f) It is made clear that no opportunity shall be given to alter, modify or withdraw any offer at any stage after submission by the Tenderer.

7. Opening of Tenders:

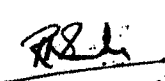
The Technical Bid will be opened in the Office of Director (Tourism), Manipur, North AOC, D. M. Road, Imphal on date and time indicated in the NIT. Price Bids in respect of Tenderer (s) found qualified in Technical Bid will be opened on given date and time. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of Technical Bid and at the time of opening of Price Bid, if found qualified.

8. Corrupt Practices:

Any bribe, commission, or advantage offered or promised by or on behalf of the Tenderer to any Officer or Official of the Department shall (in addition to any criminal liability which the Tenderer may incur) debar his Tender from being considered. Canvassing on part of or on behalf of, the Tenderer will also make his tender liable for rejection.

9. Department of Tourism reserves the right to reject any or all the tenders without assigning any reason. The successful tenderer would be intimated of the acceptance of his tender through letter/e-mail.

10. In case the information furnished by the Tenderer or part thereof found to be incorrect/false at any stage, Department shall have the right to disqualify/summarily terminate the contract, without prejudice to any other rights that the Department may have under the Terms of the Contract and Law.


Deputy Director (Tourism), Manipur

~~Deputy Director (Tourism), Manipur~~
~~Government of Manipur~~

TERMS AND CONDITIONS GOVERNING THE CONTRACT*(Valid for all items except Sl. No. 10 of the NIT/Appendix-I)***1 Definitions:**

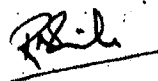
- i. The term "Contract" shall mean and include the Invitation to Tender incorporating also the Instructions to Tenderer, the Tender, its Annexure, Appendices, Acceptance of tender, Issue of Work Order/Supply Order and such General and Special Conditions as may be added to it.
- ii. The term "Agency" shall mean and include the person (s), Agency, Firm or Company with whom the Work Order/Supply Order has been placed including their heirs, executors, administrators and successors and the permitted assignees as the case may be.
- iii. The term "Contract Rates" shall mean the rates of payment accepted by the Director (Tourism), Manipur for and on behalf of the Department.
- iv. The term "Department" and the "Tourism", wherever they occur, shall mean the Tourism Department, Government of Manipur unless otherwise specified.
- v. The term "Director" shall mean Director, Tourism Department, Government of Manipur.
- vi. The term "Services" shall mean performance of any of the items of work enumerated in the Tender Document or as may be indicated by the Director or an officer acting on his behalf authorised by the Government.

2 Parties to the Contract:

- i. The parties to the Contract are the Agency and the Tourism Department represented by the Director or an officer acting on his behalf authorised by the Government.
- ii. The person signing the tender, or any other documents forming part thereof, on behalf of any other person or Firm shall be deemed to warrant that he has the authority to bind such other person or Firm, as the case may be, in all matters pertaining to the Contract. If at any stage, it is found that the person concerned had no such authority, the Department may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the Signatory liable for all costs and damages.
- iii. Notice or any other action to be taken on behalf of the Department may be given/taken by the Director or an officer acting on his behalf authorised by the Government.

3 Subletting:

The Agency shall not sub let, transfer or assign the Contract, or any part thereof.

4 Bribe, Commission, Gift etc.


An act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Agency, or any one of their partners/Directors/Agents or Officials, or any person on his behalf to any officer, officials, representative or agent of the Department, or any person on his or their behalf, for showing any favour or forbearing to show any disfavour to any person in relation to the Contract, shall make the Agency liable for termination of this Contract or any other Contract with the Department and the Agency shall be liable to reimburse the Department of any loss or damage from such cancellation.

5 Security Deposit:

- i. Successful Tenderer shall furnish within 7 days of acceptance of his tender, a Security Deposit @ 5% of the Gross Accepted Tender Value in form of Demand Draft or Pay Order issued by a Scheduled Bank in favour of Director (Tourism), Manipur for due, proper and complete discharge of all their obligations under the Contract. The Security Deposit shall not earn any interest.
- ii. In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Tourism Department to deposit the Security Deposit within 7 (seven) days of acceptance of his bid, the same shall be summarily rejected besides forfeiture of the EMD and the Department shall proceed for appointment of another Agency/Individual.
- iii. The Security Deposit will be refunded to the Agency/Individual on due satisfactory performance of the Services, satisfactory delivery of products and on completion of all obligations by the Supplier/Service Provider under the terms of the Contract, and on submission of a "No Demand Certificate" subject to such deduction from the Security Deposit as may be necessary for recovering the Department's claims against the Supplier/Service Provider. The Department will not be liable for any interest on the Security Deposit.
- iv. Whenever the Security Deposit falls short of the specified amount, the Agency shall make good the deficit so that the total amount of Security Deposit shall not at any time be less than the specified amount.
- v. Any losses or damages arising out of and incurred by the Department by conduct of the Agency will be recovered from the Agency, without prejudice to any other rights and remedies of the Department under Contract and Law. The Agency will also be debarred from participating in any future tenders of the Department for a period of 5 (five) years. After the completion of prescribed period of five years, the Agency may be allowed to participate in the future tenders of tourism Department provided all the recoveries/dues have been effected by the Tourism Department and there is no dispute pending with the Agency.

6 Liability of Agency for losses suffered by Department

The Agency shall be liable for all costs, damages, registration fee, charges and expenses suffered or incurred by the Department due to the Agency's negligence and un-workman like performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Department, or in particular to any property belonging to the Department, or any event organised by the Department due to any act, whether negligence or otherwise, of the Agency or his employees. The decision of the Director regarding such failure of the Agency and their liability for losses, etc. suffered by the Department, and the qualification of such losses, shall be final and binding on the Agency.

7. Performance Guarantee:

The successful Tenderer shall deposit an additional amount equal to 5 % of tendered and accepted value of the work as performance guarantee through Demand Draft/Bankers Cheque for a Scheduled Bank in favour of 'Director (Tourism), Manipur', payable at Imphal, which shall be refused after defect liability period ending on the day of close of the Manipur Sangai Festival-2014. Refund shall be subject to removal of defects and any deficiency in the item of work by the Agency within stipulated period of time as may be instructed by the Director.

8. Removal of Improper Work:

The Director (Tourism), Manipur shall, during the progress of the work, have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Directorate are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanships not in accordance with the specifications or instructions. In case the Agency refuses to comply with the order, the Director shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Directorate shall be borne by the Original Agency or may be deducted from any money due to or that may become due to the Original Agency. No Certificate which may be given by the Directorate shall relieve the Agency from his liability of unsound work or bad materials.

9. Cancellation of Work:

The Director reserves the right to cancel the Contract/Work Order at any point of time without assigning any reason thereof.

10. Payment:

Payment would be made after satisfactory execution of the work and after verification/Certification of bills by Accounts Section of the Directorate. Bills are to be submitted by Agency in triplicate, duly supported by Consignee Receipts. The Agency shall submit all the bills, completed supported by relevant vouchers, etc., not later than 15 (fifteen) days after the close of Manipur Sangai Festival-2014.

11. Income Tax/Sales Tax on Works Contract:

The Statutory deduction of Income Tax/Sales Tax as applicable on works contract will be deducted from all interim and final payment to the Agency.

12. Service Tax:

Service Tax shall be paid by the Service Provider as applicable. In case of Service Contract, only Firms duly registered or are in the process of registering (duly supported by documents for the registering process set in motion) with the Department of Customs & Central Excise, Government of India supported by TAN will be eligible to bid.

RS.L

Government of Manipur

13. Specification:

Specifications of the work to be executed/service to be provided at Appendix-I.

14. Royalties & Patents:

The Agency shall pay all royalties and licence fees. He shall defend al suits or claims for infringement of any patent rights and shall save the Directorate harmless from loss on account thereof.

15. Superintendence & Supervision:

The Agency shall give all necessary personal superintendence during the execution of the work and this obligation and liability will continue until the end of Manipur Sangai Festival-2014. The Agency shall also during the whole time of work when in progress employ a competent representative who shall be constantly in attention at the site while his men are at work. Any directions, explanations, instructions or notices given by the Directorate to such representative shall be deemed to have been given and duly served on the Agency.

16. Failure on part of Agency to Comply with Directorate's Instructions:

If the Agency after receipt of written notice from the Director or duly authorized officer of the Directorate and requiring compliance within specified number of days fails to comply with such instructions, the Directorate may employ other person to execute any such work whatsoever that may be necessary to give effect thereto and pay all cost incurred in connection therewith and the same shall be recoverable from the Agency by the Directorate as a debt or shall have the right to deduct the same from any money due or to become due to the Agency.

17. Tenders:

The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed on the last page together with initials on every page. Initial/Signature will indicate the acceptance of the tender documents and its terms & conditions by the tenderer. For tender documents downloaded from the authorized website, each tender so submitted against specific item of work as given at Appendix -I shall be accompanied by a fee of Rs. 500/- for tender document.

18. Schedule for Completion of Work:

The Agency shall complete the work and deliver the product/service by the deadline indicated in Appendix-I.

19. Government and Local Rules:

The Agency shall conform to provisions of all local Bye-Laws and Acts relating to the work and to the Regulations, etc. of the Government and Local Authorities. The Agency shall give all notices required by said Act, Rules, Regulations and Bye-Laws etc. and pay all fees payable to such authority/authorities for execution of the work involved. The cost if any shall be deemed to have been

included in his quoted rates, taking into account all liabilities, fees for footpath encroachment and restorations, etc. and shall indemnify the Directorate against such liabilities and shall defend all actions arising from such claims or liabilities.

20. Taxes and Duties:

The Tenderers must include in their tender prices quoted for all duties, royalties, cess and VAT or any other taxes or local charges, if applicable. The rates shall also include Sales tax on works Contract as per State Government norms and Service tax as applicable. No extra claim on this account will in any case be entertained.

21. Possession Prior to Completion:

The Directorate shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be an acceptance of any work not completed in accordance with the Work Order of the Contract.

22. Expected Matters:

If any dispute or differences pertaining to under noted matters, the decision of the Director, in writing, shall be final, conclusive and binding on the parties:

- I. Instructions.
- II. Transactions with Local Authorities.
- III. Proof of quality of materials.
- IV. Assigning or under letting of Contract.
- V. Certificate as to the causes of delay on the part of the Agency and justifying extension of time.
- VI. Rectifying of defects pointed out during the Defects Liability Period.
- VII. Notice to the Agency to the effect that he is not proceeding with due diligence.
- VIII. Certificate that the Agency has abandoned the contract.

23. Other Persons Engaged by the Directorate:

The Directorate reserves the right to execute any part of the work included in the Work Order or any work which is not included in the Work Order by other Agency and the main Agency shall allow all reasonable facilities and use of his facilities for the execution of such work. The main Agency shall extend all cooperation in this regard.

24. Labour and Payment of Wages:

No person below the age of 14 (fourteen) years shall be employed for the work.

25. Agency to provide everything necessary:

The Agency shall provide everything necessary for the proper execution of the work according to the schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Agency finds any discrepancies therein he shall immediately and in writing, refer the same to the

Directorate whose decision shall be final and binding. The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of 'the Contract, and beyond the unit price no extra payment will' be allowed for incidental or contingent work, labour and /or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents.

26. Time of Completion, Extension of Time

26.1. Time of Completion

The entire work is to be completed in all respects within the stipulated period. The work shall not be considered as complete until the Directorate has certified in writing that this has been completed and the Defects Liability Period, if applicable, shall commence from the date of such certificate.

26.2. Extension of Time

If in the opinion of the Directorate, the works be delayed. (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from the Directorate in consequence of proceedings taken or threatened by or disputes, or (c) by reason of authorized extra additions or (e) by reason of any combination of workmen or strikes or lock-out affecting any of the Agency's buildings where work is being undertaken or sites where work is to be executed or (f) from other causes which the Directorate may consider are beyond the control of the Agency, the Directorate at the completion of the time allowed in the work order shall make fair and reasonable extension of time for completion in respect therefore. In the event of the Directorate failing to take possession of the item/site upon the day specified above, the time for completion shall be extended suitably. In case of such strikes or lockouts, as are referred to above, the Agency shall immediately give the Directorate written notice thereof. Nevertheless, the Agency shall use his best endeavor to prevent delay and shall do all that may be reasonably required, to the satisfaction of the Directorate to proceed with the works and on his doing that, it will be ground of consideration by the Directorate of Tourism for an extension of time as above provided. The decision of the Directorate of Tourism as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the Agency) shall be promulgated at the conclusion of such strike or lock-out and the Directorate of Tourism shall then, in the event of an extension being granted, determine and declare the final completion date. The provision with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed the Directorate of Tourism were substituted for and the damage shall be deducted accordingly.

27. Charges for Transportation:

The necessary charges for transporting, etc. shall have to be borne by the Agency. No extra payment on this account should in any case be entertained. The Agency shall 'provided all assistance instruments, machine, labour and materials for examining measuring and testing of work and the quality, weight or quantity of any materials used and supply samples before incorporation in the work as may be selected and required by the Directorate of Tourism. Any damage (during production) to any part of the work for any reasons due to rain, storm, or neglect of Agency shall be rectified by the Agency in an approved manner at no extra cost. Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the Agency shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

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Director of Tourism

28. Variation/Deviation:

28.1. The Agency may when authorized and shall, when directed in writing by the Directorate of Tourism add or omit, or vary the works in the work order or described in the specifications or included in the schedule of qualities. The Agency on his own accord shall make no addition omission or variation without such authorization or direction. A verbal authorization or direction by the Directorate of Tourism shall when confirmed correctly by the Agency in writing within 8 days shall be deemed to have been given in writing.

28.2. The rates of additional, altered, substituted work shall be arrived at in accordance with the following rules:

- i. The net rate of price in the work order shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and in executed under similar conditions as the work price therein.
- ii. If the rates of the extra, altered or substituted (deviated) work are not provided for (available) in the work order, they shall to the extent possible be derived out of rate given in that work order for similar or near similar items. The purpose of such deviation, where necessary and when so directed, the Agency shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the work order, market rates substantiated by purchase bills/ vouchers, dependable printed price schedules shall be adopted. When called upon to do so, the Agency shall submit the required purchase bill/vouchers.
- iii. In respect of a work order which incorporates more than one schedule, the rate applicable in case (i) above, if not provided for in the schedule pertaining to the work in which the addition, alteration or substitution (Deviation) occurs shall be taken as the lowest applicable rate in other schedule. Similarly in case (ii) above, if similar or near similar items cannot be found in the schedule pertaining to the work in which the addition, alteration or substitution (Deviation) occurs, similar or near similar items from the other schedule shall be adopted.
- iv. In the case of additional, altered or substituted (deviated) work for which rates cannot be reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market prices substantiated by purchase bill/vouchers. When called upon to do so, the Agency shall submit his purchase bills/vouchers to the Directorate.
- v. The tender rates will hold good for any increase and decrease in the tender quantities upto a variation of 25%.
- vi. The question as to what particular items, being similar or near similar to the additional altered or substituted (deviated) work in the work order is / are to be adopted for deviation of rates for the additional, altered or substituted (deviated) work and whether the said rates cannot be derived from similar or near similar items in the contract schedule will be decided by the Directorate.
- vii. In case (ii) to (iv) , the Agency is required to submit his analysis of rates adopting the principles enunciated and the Director, after scrutinizing the analysis and other papers furnished will allow such rates as he considers reasonable.

29. **Escalation**

The rate quoted shall not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi, service tax, VAT, etc.

30. **Liquidation Damages**

30.1. Should the work be not completed to the satisfaction of the Directorate of Tourism within the stipulated period, the Agency shall be bound to pay to the Directorate of Tourism a sum calculated as given below at clause 34.2 by way of liquidated damages and not as penalty during which the work remains un-commenced or unfinished after the expiry of the completion date.

30.2. Calculation Method: The Agency should pay compensation for delay of work @ 1.5 % of the accepted gross tendered value of work per day of delay.

31. **Action when whole of security deposit is forfeited**

31.1. In any case in which under any clause or clause of these terms and conditions, the agency shall have rendered himself liable to pay liquidated damages amounting to the whole of his Security Deposit and performance Guarantee, The directorate of Tourism shall have power to adopt any of the following course:

- a. To cancel the work order (of which notice in writing to the Agency under hand of the Directorate of tourism shall stand forfeited and be absolutely at the disposal of the Directorate of Tourism;
- b. To employ labour paid by the Directorate of Tourism and to supply materials to carry out the work, or any part of the work, debiting the Agency with the cost of the labour and price of material (a certificate of the Directorate of Tourism of the amount of cost and price thereof shall be final and conclusive against the Agency) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the Agency under the terms of this contract the certificate of Directorate of Tourism as to the value of the work done, shall be final and conclusive against the Agency.
- c. To measure up the work of the Agency, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another Agency to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Agency, if the whole work had been executed by him (of the amount of which excess the certificates in wiring of the Directorate of Tourism shall final and conclusive) shall be borne and paid by the original agency and may be deducted from any money due to him by the Directorate of Tourism under the terms and conditions of the tender or the work order or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

31.2. In the event of any of above courses being adopted by the Directorate of Tourism, the Agency shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into, any engagements, or make any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the work order shall be cancelled under the provision aforesaid, the Agency shall not be entitled to recover or be paid any sum or any work thereto for actually performed under this work order, unless, and until the Directorate of

Tourism will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

32. Summary termination of the contract

- a. In the event of the Agency having been adjudged insolvent or going into liquidation or winding up their business or making arrangement with their creditors for failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Director shall be at liberty to terminate the contract forthwith without prejudice to any other right remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the Agency and to claim from the Agency any resultant loss sustained or cost incurred.
- b. The Director shall also have without prejudice to other rights and remedies, the right, in the event of breach of the contract of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the Agency and/ or forfeit the Security Deposit or any part thereof for the sum of sums due for any damages, losses, charges, expenses or cost that may be suffered or incurred by the Department due to the Agency's negligence or un-workman like performance of any of the services under the contract.

33. Recovery of losses suffered by the Department

- a. The Department shall be at liberty to reimburse themselves for any damages, losses charges, costs or expenses suffered or incurred by them or any amount payable by the Agency as Liquidated Damages. The total sum claimed shall be deducted from any sum than due, which at any time thereafter may become due, to the Agency under this, or any other, Contract with the Department. In the event of the sum which may be due from the Agency as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Agency as aforesaid shall be deducted from the Security Deposit, should this sum also be not sufficient to cover the full amount claimed by the Department, the Agency shall pay to the Department on demand, the remaining balance of the aforesaid sum claimed.
- b. In the event of termination of this Contract, or in the event of any breach of any of the term and conditions of this contract by the agency, the Director shall have to rights to forfeit the entire or part of the amount of Security Deposit of the Agency or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for and damages, losses charges, expenses or cost that may be suffered or incurred by the Department.

34. Amendment of Bidding Documents

At any time prior to the date of submission of bid, the authority inviting tender may, for any reason, whether at his own initiative or in response to a clarification from a prospective bidders modify the bidding documents by any amendment. All prospective bidders who have received the bidding document will be notified of the amendment in writing and the amendment shall be bidding on them. In order to provide reasonable time to take the amendment into account n preparing the bid, the authority inviting tender, may at his discretion, extend the date and time for submission of bids.

35. Language

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The bid and all correspondence and documents shall be in the English language in Roman Script.

36. **Non Transferable**

The tender document is not transferable.

37. **Unreasonable Bids**

Unreasonable bids shall not be accepted, and if the rate quoted by the lowest bidder is unreasonable, the Department reserves the right to reject the tender on the ground of unreasonableness. The Director shall be the authority to decide what constitutes unreasonableness for the purpose of this clause. The decision shall be final and binding on all bidders.

38. **No Obligation to accept lowest bid.**

The department is not bound to accept the lowest bid and reserves the right to accept or reject all or any tender in full or in part without assigning any reason thereof.

39. **Rejection of Incomplete and Conditional Tenders**

Incomplete and conditional tenders will be rejected.

40. **Tender Received after last date.**

Tenders received after the closing date and time prescribed in the tender document shall not be accepted under any circumstances.

41. **Validity**

Tenders shall be valid for a period of six months from the date of opening of the tender.

42. **Force Majeure**

The Agency will not be responsible for delays which may arise on account of reasons beyond their control of which the Director shall be the final judge. Strikes by Agency's workers on account of any dispute between the Agency and their workers as the wages or otherwise will not be deemed to be a reason beyond the Agency control and the Agency shall be responsible for any loss or damage which the department may suffer on this account.


Secretary, Department of Agriculture
Government of Madhya Pradesh

Appendix - I

The Department of Tourism, Government of Manipur is going to print the following publicity materials for use of this Department:

Sl. No.	Description	Size	Quantity	Paper	Budget available and EMD
1	2	3	4	5	6
1.	Multi Colour Folders, 5 Folds	22 x 17 sq. inch	20,000 Copies	170-GSM Art Paper	Rs.11,38,000/- EMD Rs.56,900/-
2.	Multi Colour Brochures 36 Pages including Cover	8.5 x 11 Sq. Inch	10,000 Copies	Inside Paper: 170 GSM imported Art Paper, Cover: 250 GSM Art Paper(Lamination) perfect binding	
3.	Multi Colour Wall Poster	19" x 29" Sq. Inch	6,000 Copies	170 GSM Art Paper	
4.	Pocket Brochures	16.6 x 11.8 Sq. Inch. with 2(two) Ivory sheets on cover	7,000 Copies	70 GSM Double demy maplitho, 2 (two) 250 GSM Ivory Sheets (laminated) sized 3 x 4.2 Sq. Inch on Cover	
5.	Docket Folders	10 x 13.5 Sq. Inch	5,000 copies	250 GSM Art Paper (laminated) front in pocket	

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**Deputy Director of Tourism
Government of Manipur**