

# REGIONAL INSTITUTE OF MEDICAL SCIENCES, IMPHAL

e-Tender for supply of Dietary Articles and Dry Ration for use of RIMS Hospital, Imphal.

Regional Institute of Medical Sciences, Lamphelpat, Imphal-795004.

Email: rims@rims.edu.in Website: <u>http://rims.edu.in</u>

## SECTION

# Regional Institute of Medical Sciences, Imphal, Manipur - 795004 NOTICE INVITING TENDERS (NIT)

Tender Enquiry No.:J/9/RIMS-2022

4/7/2022

## **NOTICE INVITING TENDERS (NIT)**

- (1) Director, Regional Institute of Medical Sciences, Imphal invites sealed tenders, from eligible and qualified Bidders for supply of Dietary Articles and Dry Ration for RIMS, Imphal:
- (2) The Schedule of E-Tendering Activities are as under:

## e-Tender Schedule

1.	Tender documents available place	Tender documents can be downloaded free of cost from <a href="http://www.rims.edu.in">http://www.rims.edu.in</a> and <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>
2.	Cost of Tender Document	Free
3.	Earnest Money Deposit (EMD)	Item no.1:- Rs.40,000/- (Rupees forty thousand) only Should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "Director, RIMS, Imphal" and payable at Imphal only.  EMD may be enclosed in an envelope. Name of the firm, tender notice no. & date should be mentioned clearly.  EMD received after last date of tender will be summarily rejected.
4.	Tender submission	Two Part Tender comprising of Technical Bid and Price Bid should be submitted ELECTRONICALLY at <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> Stage-1 – Technical Bid, Stage - 2 - Price Bid. Tenders received after the due date and time will be summarily rejected.  (bidders are not required to submit hard copy of tender document)
5.	Start of Purchase of Tender Document	4 <sup>th</sup> July, 2022
6.	End of Purchase of Tender Document	25 <sup>th</sup> July 2022 at 1:00 PM

7.	Date and Place of Pre-Bid meeting	
8.	Date of uploading revised/ finalized RFP and Bid Submission Start Date	
9.	Due Date, Time and Place of submission of Tender	25 <sup>th</sup> July 2022 at 4:00 PM
10.	Date, Time and Place of opening of the Technical Bids	27.07.2022. 1:30 PM at the Office of Director, RIMS, Imphal
11.	Date, Time and Place of Demonstration, where required, of the goods/equipments.	
12.	Date, Time and Place of opening of Price Bids	
13.	Bid validity	3 years liable to be extended as per the request of RIMS, Imphal.

- (3) Tender documents may be viewed or downloaded online by interested and eligible bidders from the website www.eproc.gov.in on the above mentioned dates. Tender document may also be viewed from the website www.rims.edu.in
- (4) Bidders can submit its tender online at www.eproc.gov.in on or before the key dates given above along with EMD/Bid Security mentioned above.
- (5) All further notifications/amendments, if any shall be posted on www.eproc.gov.in and www.rims.edu.in only. No separate communication shall be made with individual Bidders.

Députy Dirèctor (Admn), Regional Institute of Medical Sciences, Imphal, Manipur - 795004

> URL: www.rims.edu.in PHONE: 0385 - 2411484

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# SECTION II GENERAL INSTRUCTIONS TO BIDDERS (GIT)

## 1. Definitions and Abbreviations:

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

#### Abbreviations used in the Document

BG	Bank Guarantee				
СМС	Comprehensive Maintenance Contract				
DD	Demand Draft				
EMD	Earnest Money Deposit				
INR	Indian Rupees				
ITR	Income Tax Return				
LD	Liquidated Damage				
LOA	Letter Of Acceptance				
LOI	Letter of Indent				
PAN	Permanent Account Number				
RIMS	Regional Institute of Medical Sciences, Imphal				
SD	Security Deposit				
SPOC	Single Point of Contact				
ST	Service Tax				
TDS	Tax Deduction at Source				
TE Document	Tender Enquiry Document or Tender Document				
TIA	Tender Inviting Authority				

## <u>Definitions used in the Tender Document:</u>

1	Bid	Means the complete bidding document submitted by the Bidder to the Authority (RIMS, Imphal) and shall include any corrections, addenda and modifications made therein In accordance with the terms and conditions of tender.				
2	Bidder	Means the party who makes a formal offer in pursuance of the tender floated.				
3	Consignee	means the Hospital/Institute/Medical College person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.				
4	Contract	means the written agreement entered into between the Tender Inviting Authority and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.				
5	Day	A day means a calendar day				
6	Goods	means the articles, material, commodities, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, associated software, industrial plant etc. which the supplier is required to supply to the Tender Inviting Authority under the contract.				
7	Invitation of Bid	Means the advertisement published in accordance with the legal requirements or notifications by other means to prospective Bidders of the forthcoming opportunity to Bid for the Contract.				
8	Letter of Acceptance	Means the formal acceptance of the bid of the				
9	Lowest Tender	Successful Bidder by RIMS, Imphal  Means the tender which, on evaluation, is found to be the most beneficial to the procuring entity in financially quantifiable terms.				
10	Ordering Authority	means the competent authorities of RIMS, Imphal purchasing goods and services as incorporated in the Tender Enquiry document.				
11	Payment	Means the amount payable by RIMS, Imphal based on the tendered items as per the agreement.				

12	Purchaser	Purchaser means the end-user for whom the procurement / Services is indented through the tender.				
13	Service Tax	As per the announcement of Government of India, service tax will be paid at actuals as applicable				
14	Successful Bidder	means the Bidder who becomes successful through the tender process				
15	Supplier	means the individual or the firm supplying the goods and services as incorporated in the contract.				
16	Tender Inviting Authority	Is the Deputy Director (Admn), Regional Institute of Medical Sciences, Imphal.				

#### 2.1 General

- a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
- b) It will be imperative for each Bidder(s) to familiarise himself/ themselves with the prevailing legal situations for the execution of contract. RIMS, Imphal shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by RIMS, Imphal. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise himself.
- d) The Bidder shall be deemed to have satisfied himself fully before bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract, whichever is later, on account of any reasons whatsoever.
- f) The Bidder shall make all arrangements as part of the contract to supply, commission and train the beneficiaries at various locations at their own cost and transport.
- g) The Bidder should be fully and completely responsible to RIMS, Imphal for all the deliveries and deliverables.

#### 2.2 Clarification of Tender Document

2.2.1 At any time prior to the date of submission of Tender, Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify the condition in Tender documents by an amendment. All the prospective Bidders who have downloaded the tender document will be notified of the amendment only through website i.e. http://www.eproc.gov.in and <a href="https://www.eproc.gov.in">www.rims.edu.in</a> and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his discretion, extend the date and time for submission of tenders.

2.2.2 Any person who has downloaded the tender document should watch for amendment, if any, on the website of RIMS, Imphal www.rims.edu.in and

http://www.eproc.gov.in and Tender Inviting Authority will not issue separate communication to them.

2.2.3 A bidder requiring any clarification or elucidation on any issue of the Tender Documents may take up the same with the Tender Inviting Authority in writing. The Tender Inviting Authority will respond in writing to such request provided the same is received by the Tender Inviting Authority not later than 10 (ten) days prior to the prescribed date of submission of tender.

#### 2.3 Amendments to the Tender

- a) Before closing of the Tender, clarifications and amendments if any will be notified only in the websites mentioned in the Tender Schedule. The Bidders should periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. RIMS, Imphal will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- b) Before the closing of the Tender, RIMS, Imphal may amend the Tender document as per requirements or wherever RIMS, Imphal feels that such amendments are absolutely necessary.
- c) Amendments also may be given in response to the queries by the prospective Bidders.
- d) Such amendments will be notified only in the website mentioned in the tender schedule.
- e) RIMS, Imphal at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- f) RIMS, Imphal is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders' failure to update the Bid documents on changes announced through the website.

## 2.4 Language of the Bid

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the bid, the translation in English shall govern. Bids received without such translation copy are liable to be rejected.

## 2.5 Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

## 2.6 Contacting Tender inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Scrutiny Committee, Tender Accepting Authority, after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring in extraneous pressures on the Tender Accepting Authority shall be sufficient reasons to disqualify the Bidder.
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.

## 2.7 Force Majeure

Neither the Purchaser nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- Natural phenomena including but not limited to earthquakes, floods and epidemics.
- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions,
   breakdown of essential machinery or equipment, power and water shortages.

## 3. Eligibility Criteria

## 3. Eligibility Criteria

The Bidders should have the following Eligibility Criteria for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the Eligibility Criteria in the Technical Bid.

SI. No	Eligibility Criteria	Supporting documents for fulfilling the Eligibility Criteria
1	Bidder should be a registered entity with Department of Taxation/ Registrar of Companies registered in India under the Companies Act 1956 or 2013. Any Bidder can participate for supply of Dietary and Dry ration items, bidders should have experience in supplying for more than 3 years at any field at govt. Hospital/Institute/Office.	Copy of the Registration with Taxation Department/ Certificate of incorporation should be submitted. Copy of the work order/other relevant document should be submitted.
2	Bidder should have an average annual turnover of Rs.20 (twenty) lakhs and above in the last threeyears audited financial years.	<ol> <li>Copies of the Audited balance sheet and Profit &amp; Loss account for the 3 financial years should be submitted.</li> <li>Certificate from the Chartered Accountant should be enclosed with positive Net worth in the last three financial years. Copy of the ITR for the last 3 years should be submitted.</li> </ol>
3	The Didder chould not hold any	Colf de loretie - Affidevit abould be
J	The Bidder should not hold any sanction/black-listing by any Government/Quasi government agency during the past 3 years (even if the sanction / black-list was subsequently withdrawn).	Self-declaration Affidavit should be submitted.
4	The Bidder should have supplied in last 3 (three) years from the date of tender opening, at least 33% of the quoted quantity of the similar product of technical specification which is functioning satisfactorily.	Copy of said order.

Important Note:

- produce original for verification as and when demanded by RIMS, Imphal, failing which, such of those documents will not be considered.
- b) RIMS, Imphal reserves the right to verify the authenticity and veracity of any documents submitted for Eligibility criteria.

## 4. Documents Establishing Bidders Eligibility and Qualifications

- 4.1 The bidders shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 4.2 The documentary evidence needed to establish the bidder's qualifications shall fulfil the following requirements:
- a) in case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Appendix 6 in these documents.
- b) the manufacturer and/or bidder has the required financial, technical and production capability necessary to perform the contract and, further, it meets the eligibility criteria incorporated in Clause 3 in these documents.
- c) in case the bidder is not doing business in India, it is duly represented by an dealer/agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

## 5. Documents establishing Good's Conformity to Tender Document

- 5.1 The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the Tender Inviting Authority in the TE documents. For this purpose the bidder shall also provide a clause-by-clause statement of compliance on the technical specifications and other technical details incorporated by the Tender Inviting Authority in the TE documents vis-à-vis the technical details of the offered product to establish technical responsiveness of the goods and services offered in its tender.
- 5.2 In case there is any variation and/or deviation between the goods & services prescribed by the Tender Inviting Authority and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 5.3 If a bidder furnishes wrong and/or misguiding/misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the Tender Inviting Authority in this regard.
- 5.4 Tender Inviting Authority reserves the right to call the Bidder for a free demonstration of the quoted model (s) before/after the Tender Evaluation Committee for technical acceptability within 7-15 days from the date of issuing letter/online intimation. The time range shall depend upon the type of equipment.

#### 6. Bid Preparation and Submission

#### PREPARATION OF TENDERS

#### 6.1 Documents Comprising the Tender

The **Two Bid Online System**, i.e. "Technical Bid" and "Financial Bid" prepared by the bidder, shall comprise the following:

#### A) Technical Bid (Unpriced Tender) (Envelope-A)

- i) Earnest money furnished in accordance with clause 9;
- ii) Tender Form as per Section V (without indicating any prices).
- iii) Documentary evidence, as necessary in terms of clause 4 establishing that the bidder is eligible to submit the tender and, also, qualified to perform the

contract if its tender is accepted. Power of Attorney in favour of signatory of Tender Documents.

- iv) Documents and relevant details to establish in accordance with clause 5 that the goods and the allied services to be supplied by the bidder conform to the requirement of the Tender Documents.
- v) Performance Statement as per Appendix 5 along with relevant copies of orders and end users' satisfaction certificate in the desired format.
- vi) Section VI filled up with all the details including names etc. of the goods offered.
- vii) Certificate of Incorporation in the country of origin.
- viii) Checklist as per Section IX.

## A) Financial Bid (to be submitted online, no physical copy) (Envelope-B)

Price Schedule(s) as per Appendix – 3A & Appendix – 3B (where applicable) filled up with all the details including Make, Model etc. of the goods offered with their prices.

#### N.B.

- i) All pages of the Tender should be page numbered and indexed.
- ii) It is the responsibility of bidder to go through the Tender Documents to ensure furnishing all required documents in addition to above, if any.
- 6.2 The authorized signatory of the bidder must sign on the physical copy of tender document duly stamped at appropriate places and initial all the remaining pages of the tender.
- 6.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

## 7. Cost of Bidding

The Bidders should bear all the costs associated with the preparation and submission of Bids. RIMS, Imphal will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

#### 8. Tender Document Fee

The Tender document fee is waived.

## 9. Earnest Money Deposit (EMD)

- 9.1 An EMD amount as specified in the Tender Schedule should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "Director, RIMS, Imphal" payable at Imphal. The Demand Draft or Banker's Cheque should be deposited physically at RIMS, Imphal before the date and time of opening of the Tender. The EMD in the form of Bank Guarantee is not acceptable. A scanned copy of the EMD should be included in the documents uploaded for the Technical Bid.
- 9.2 The EMD of the unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held by RIMS, Imphal till it is refunded to the unsuccessful Bidders will not earn any interest thereon.
- 9.3 The EMD amount of the Successful Bidder can be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfillment of the Contract.
- 9.4 The EMD amount will be forfeited to "Director, RIMS, Imphal", if the Bidder withdraws the bid during the period of its validity specified in the tender or if the successful Bidder fails to remit Security Deposit and /or fails to sign the Contract within the due dates.
- 9.5 The EMD amount shall be exempted for bidders who are certified under SME / NSIC, upon furnishing relevant documents.

#### 10. Tender Validity

- 10.1 The tenders shall remain valid for acceptance for a period of 3 years (three years) after the date of Technical bid opening prescribed in the Tender Document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 10.2 In exceptional cases, the Bidders may be requested by the Tender Inviting Authority to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The Bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original

tender and they are also to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its tender validity without forfeiting its EMD.

10.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Tender Inviting Authority, the tender validity shall automatically be extended up to the next working day.

## 11. Signing and Sealing of Tender

- 11.1 The Bidders shall submit their tenders online as per key schedule dates indicated in Section I and physical copy of Technical Bid as per the instructions contained in Clause 6.
- 11.2 Tender Document seeks tender submission by following two Tender Online System, in two parts i.e. two bid systems. First part i.e. "Technical Bid (EMD & Technical documents) **Envelope-A** and second part i.e. "Financial Bid' **Envelope-B**.
- 11.3 A scanned copy of the earnest money instrument should be uploaded online during bid submission by the bidder. The Bidder shall also submit original EMD on or before the closing date of submission of tender document as specified.
- 11.4 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 11.5 All the pages of the physical tender document shall be duly signed at the appropriate places as indicated in the Tender Documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 11.6 The bidder is to seal the tender in envelopes and writing the address of the Tender Inviting Authority and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED" before \_\_\_\_\_\_ (The bidder is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked

etc. as above. If the outer envelope is not sealed and marked properly as above, the Tender Inviting Authority will not assume any responsibility for its misplacement, premature opening, late opening etc.

## 12. Two Part Bidding

Bidders should examine all instructions, Terms, Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidder's risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be treated as non-responsive and will be rejected.

#### 12.1 Technical Bid

- a) The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any shall be attested by the Bidders. The Technical Bid shall not contain any indications of the Price; otherwise the Bid will be summarily rejected.
- b) The Technical Bids shall be typed, signed and stamped in all pages by the authorised signatory of the Bidder. Any alternations, deletions or overwriting shall be attested with full signature of the authorised signatory.
- c) The Technical Bid with supporting documents along with the scanned copy of the relevant EMD should be submitted at <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>
- d) The bidders should submit the details of make and model of the items offered against the tender requirement.

#### 12.2 Price Bid

- a) All the Price items as asked in the Tender should be filled in the Price Bid Format Appendix -3A & Appendix -3B (where applicable) as given in the Tender.
- b) The price quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc and any other cost involved in the supply, commissioning and delivery of goods/services.
- c) The Price Bid Form should not contain any conditional offers or variation clauses; otherwise the Bids will be summarily rejected.

d) The Prices quoted shall be in **INDIAN RUPEES (INR) only**. The tender is liable for rejection if the Price Bid contains conditional offers.

## 13. Bid closing date and time

The Bids should be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. Hence the Bidders should be cautious to submit the Bids well in advance to avoid disappointments.

#### 14. Modification and withdrawal of Bids

The Bids once submitted cannot be modified or amended or withdrawn. No documents would be supplemented after submission of Bids unless specifically asked by RIMS, Imphal.

## 15. Tender opening and Evaluation

#### 15.1 Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule in the presence of those Bidders, who choose to be present against production of an authorisation letter from the Bidding authority. A maximum of one representative for each Bidder would be allowed to attend the Tender opening.

### 15.2 Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of 180 days from the date of opening of the Tender. However RIMS, Imphal reserves the right to extend or short close the Tender validity period, if situation warrants benefiting the Government.

#### 16. Initial Scrutiny

Initial Bid scrutiny will be conducted and following are some of the important aspects, for which a tender shall be declared as non-responsive.

#### If Tenders are:

- a) not submitted in two parts as specified in the Tender
- b) received without EMD amount

- c) submitted without supporting documents as per the Eligibility Criteria and Evaluation Criteria
- d) non-compliance of any of the clauses stipulated in the Tender
- e) lesser validity period

Note: The above mentioned aspects are descriptive and not exhaustive and a tender can be declared nonresponsive for non-fulfilment of any essential condition culled out in the instant document in the considered view of the Tender Inviting Authority and the opinion of the Tender Inviting Authority shall be final and conclusive.

## 17. Minor Infirmity/Irregularity/Non-Conformity

17.1 If during the preliminary examination, the Tender Inviting Authority find any minor infirmity and/or irregularity and/or non-conformity in a tender, the Tender Inviting Authority may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the Bidders. Wherever necessary, the Tender Inviting Authority will convey its observation on such 'minor' issues to the bidder by registered/speed post etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored. All responsive Bids will be considered for further evaluation. The decision of RIMS, Imphal will be final in this regard.

## 18. Clarifications sought by TIA

18.1 When deemed necessary, RIMS, Imphal may seek bonafide clarifications on any aspects from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, RIMS, Imphal may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder has failed to comply with the requirements of RIMS, Imphal as stated above, such Bids may at the discretion of RIMS, Imphal, shall be rejected as technically non-responsive.

#### 19. Tender Evaluation

## 19.1 Suppression of facts and misleading information

- a) During the Bid evaluation, if any suppression or misrepresentation is brought to the notice, RIMS, Imphal shall have the right to reject the Bid and if brought to the notice after selection, RIMS, Imphal will terminate the contract, as the case may be, without any compensation to the Bidder and the EMD / SD, as the case may be, shall also be forfeited.
- b) Bidders should note that any figures in the proof of documents submitted by the Bidders for proving their eligibility is found suppressed or erased, RIMS, Imphal shall have the right to seek the correct facts and figures or reject such Bids.
- c) It is up to the Bidders to submit the full copies of the proof of documents to meet out the criteria. Otherwise, RIMS, Imphal at its discretion may or may not consider such documents.
- d) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

#### 19. 2 Technical Bid Evaluation

- a) A Technical Committee will examine the Technical Bids against the Eligibility Criteria and Evaluation Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which do not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.
- b) The sample if any submitted will be evaluated for the tender specification as given in the Scope of work to select the technically qualified bidders.
- c) The demonstration, if any, provided by the bidder as per Clause **5.4** shall be considered as one of the Technical Evaluating criteria.

## 19.3 Price Bid Evaluation

a) The technically qualified Bidders only will be called for Price Bid opening. The Price Bids will be opened in the presence of the technically qualified Bidders who choose to be present at RIMS, Imphal.

- b) The Price Bid Format should not be changed or altered or tampered. If the Bid form is found to be tampered, the Bids will be summarily rejected. RIMS, Imphal will not be responsible for the errors committed by the Bidders.
- c) The Price Bid Format should not contain any conditional offers or variation clauses. Otherwise, the Bids will be summarily rejected.
- d) The cost quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools / techniques / methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc and any other cost involved in the delivery of service.
- e) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender document from the date of opening of the Tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase in duties / taxes payable to the Governments in India within the stipulated delivery period.
- f) The lowest cost as per the above evaluation will be considered as L1 cost. RIMS, Imphal will not be responsible for any errors committed in the Price Bid.
- g) All the Bidders, who are selected after the Price Bid evaluation will be called as Successful Bidder.

#### 20. Discrepancies in Prices

- 20.1 If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Tender Inviting Authority feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 20.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 20.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 20.1 and 20.2 above.

20.4 If, as per the judgement of the Tender Inviting Authority, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered / speed post. If the bidder does not agree to the observation of the Tender Inviting Authority, the tender is liable to be ignored.

#### 21. Schedule-wise Evaluation

21.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in clause 12.2g, the Bidders have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the Tender Inviting Authority in deciding the successful bidder for each schedule, subject to bidder(s) being responsive.

#### 22. Award of Contract

- a) Total quantity will be awarded to the L1Bidder.
- b) No dispute can be raised by any Bidder whose Bid has been rejected and no claims will be entertained or paid on this account.

#### 23. Execution of Contract

- 23.1 The Successful Bidder should execute a Contract as per **Appendix -1** Contract Form 'A' with the client **within 14 days from the date of Letter of Acceptance issued by RIMS, Imphal** with such changes/modifications as may be indicated by the client at the time of execution on receipt of confirmation.
- 23.2 The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of RIMS, Imphal. RIMS, Imphal reserves its right to cancel the work order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement, the SD

of the Successful Bidder will be forfeited and their tender will be held as non-responsive.

- 23.3 The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.
- 23.4 The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of RIMS, Imphal and RIMS, Imphal also have the right to recover any consequential losses from the Successful Bidder.

#### 24. Refund of EMD

24.1 The EMD amount paid by the Successful Bidder will be adjusted towards Security Deposit payable by them. If the Successful Bidder submits Security Deposit for the stipulated value in full by way of Bank Guarantee, the EMD will be refunded. The EMD amount of the Unsuccessful Bidder will be refunded after finalisation and issue of Firm Work Order to the Successful Bidder.

## 25. Release of Security Deposit (SD)

25.1 The Security Deposit will be refunded to the Successful Bidder on completion of the contract period upto the satisfaction of RIMS, Imphal. Such completion would be arrived based on the satisfactory delivery of services/goods by the Successful Bidder as per the contract agreement and as per the Work Order issued by RIMS, Imphal.

## 26. Forfeiture of EMD and Security Deposit (SD)

- 26.1 If the Successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited to RIMS, Imphal.
- 26.2 If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to RIMS, Imphal and the tender will be held void.
- 26.3 If the Successful Bidder fails to act upon to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by RIMS, Imphal.

## 27. Termination of Contract

## Termination for default

27.1 RIMS, Imphal may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the supplier, terminate the contract in whole or part,

- i) if the supplier fails to deliver any or all of the goods/ services within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by RIMS, Imphal; or
- (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or
- (iii) if the Successful Bidder , in the judgement of RIMS, Imphal, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

27.2 In the event of RIMS, Imphal terminating the Contract in whole or in part, RIMS, Imphal may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered—and the Successful Bidder shall be liable to RIMS, Imphal for any additional—costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

#### 28. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

## 29. Terms and Mode of Payment

#### 29.1 Payment Terms

Payment shall be made within 2 months after delivery the product of a month subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

## SECTION - III LIST OF REQUIREMENTS

#### Part I

The Requirement is briefly described as under:

1) Fresh Fish

SI. No.	Item Name	Qty	Quantity (No)	Annual Requirement approx	Rate
1.	Fish (Grass carp)	1	Per kg	14400 kgs	
2.	Fish (Common crap)	1	Per kg	14400 kgs	

2. Dal

SI. No.	Item Name	Qty	Quantity (No)	Annual	Rate
				Requirement	
1.	Musori Dal	1	Per kg	2880 kgs	
2.	Moong Dal	1	Per kg	2880 kgs	
3.	Matat Dal	1	Per kg	2880 kgs	
4.	Arahar Dal	1	Per kg	2880 kgs	

3. Fresh Vegetables (Winter Season)

SI. No.	Item Name	Qty	Quantity (No)	Annual	Rate
				Requirement	
1.	Cabbage	1	Per kg	9000 kgs	
2.	Cauliflower	1	Per kg	9000 kgs	
3.	Mustard Leave	1	Per kg	9600 kgs	
4.	Turnip	1	Per kg	8400 kgs	

4. Fresh Vegetables (Summer Season)

Sl. No.	Item Name	Qty	Quantity (No)	Annual	Rate
				Requirement	
1.	Tomato	1	Per kg	960 kgs	
2.	Brinjal	1	Per kg	8640 kgs	
3.	Squash	1	Per kg	1200 kgs	
4.	Pumkin	1	Per kg	7200 kgs	
5.	Khongdrum	1	Per kg	9000 kgs	

5. Mustard Oil

Sl. No.	Item Name	Qty	Quantity (No)	Annual Requirement	Rate
1.	Mustard Oil	1	Per ltr	2880 ltrs	

6. Spices

SI. No.	Item Name	Qty	Quantity (No)	Annual	Rate
				Requirement	
1.	Turmeric	1	Per kg	360 kgs	
2.	Onion	1	Per kg	612 kgs	
3.	Ginger	1	Per kg	288 kgs	
4.	Jira	1	Per kg	288 kgs	
5.	Mithi	1	Per kg	288 kgs	
6.	Hing	1	Per kg	36 kgs	
7.	Chillies	1	Per kg	288 kgs	

7. Egg

	<del></del> _88				
SI. No.	Item Name	Qty	Quantity (No)	Annual	Rate
				Requirement	
1.	Egg	1	Per no.	163200 nos.	

8. Fruits

	I I talto	····	,	.,	
Sl. No.	Item Name	Qty	Quantity (No)	Annual	Rate
				Requirement	
1.	Banana (Medium size)	1	Per no.	144000 nos.	
2.	Apple (Medium size)	1	Per no.	144000 nos.	

9. Besan (Chana)

<u> </u>	Desail (Chana)				
Sl. No.	Item Name	Qty	Quantity (No)	Annual	Rate
				Requirement	
1.	Besan (Chana)	1	Per kg	7200 kgs	

10. Dry Ration

Sl. No.	Item Name	Qty	Quantity (No)	Annual Requirement	Rate
1.	Parmal rice (Andhra Pradesh)	1	Per kg		
2.	Salt	1	Per kg		
3.	Atta flour	1	Per kg		

The quantity of the items will be issued to the supplier as per the requirement of RIMS Hospital, Imphal.

Part II: Required Delivery Schedule: a) For Indigenous goods or for imported goods:

**Delivery Period**: The firms should supply the product for at least 15 days back before the stock ends.

**Place of Delivery / Consignee List**: The delivery is to be made at consignee site i.e. Regional Institute of Medical Sciences, Lamphelpat, Imphal, Manipur – 795004

#### Part III: Scope of Incidental Services:

Transportation and other charges should be mention clearly at the time of submission of the tender etc.

#### Part IV:

If the product delivery by the firm is not reliable, this institute have the right to return the product.

## SECTION - IV

## **Technical Specifications**

Note 1: Bidder's attention is drawn to clause 5. The bidder is to provide the required details, information, confirmations, etc. accordingly, failing which its tender is liable to be ignored.

## **Technical Specifications:**

Schedule No. 1: Supply of Dietary Articles and Dry Ration for RIMS Hospital, Imphal Technical Specifications and other required T & C at "Annexure – A".

## SECTION - V **TENDER FORM**

10
The Director, Regional Institute of Medical Sciences, Lamphelpat, Imphal, Manipur – 795004
Sub: Undertaking for participating in RIMS Imphal Tender for supply and installation Reg.
Ref: Tender No, Imphal dated
Sir,
I/We have gone through the Terms and conditions, Scope
of Work and Specification and will abide by them as laid down in the Tender
Documents, Technical bid and Price Bid.
I/We hereby confirm that our Company was not blacklisted
by any State Governments/ Central Government/ Public Sector Undertakings during
the last three years. We also hereby confirm that our EMD/ SD was not forfeited by
any State Government / Central Government / Public Sector Undertaking during the
last three years due to our non-performance, non- compliance with the tender
conditions etc.
I/We hereby declare that all
the particulars furnished by us in this Tender are true to the best of my/our
knowledge and we understand and accept that if at any stage, the information
furnished is found to be incorrect or false, we are liable for disqualification from this
tender and also are liable for any penal actions that may arise due to the above.
I/We certify that no refurbished components
are used for the supply and installation of Computers, UPS, Laser Printers and
Bar Code Readers for e-hospital system at RIMS Imphal. The tendered items to
be delivered under this contract are certified as genuine and valid.

I/We	certify that we are liable and responsible for any
dispute arising out of t	he Intellectual Property Rights.
In case of viola	ation of any of the conditions above, I/We
understand that I/We	are liable to be blacklisted.
	Yours faithfully
	For
	Name, Signature Designation
	Seal

## Note:

- 1) Declaration in the company's letter head should be submitted as per the format given above
- 2) If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertaking earlier before 3 years, then the details should be provided.

## **ITEMS QUOTED**

The following items are being quoted:

1	2	3	4	5
Serial No.	Schedule No.1	Brief Description of Goods <sup>2</sup>	Country of Origin	Quantity (Nos.)
1				
2				
3				

	Name	
	Business Address	
	Signature of Bidder	
	Seal of the Bidder	
ace:		
ate:		

<sup>&</sup>lt;sup>1</sup> All the Bidders should quote all the items given in the above mention requirement. If the bidder fail to quote all the items, the bidding process of the firms will be cancel by this institute.

## SECTION - VII

## **CONSIGNEE RECEIPT CERTIFICATE**

(To be given by consignee's authorized representative or by duly authorised person of Ordering Authority / TIA)

The following store (s) has / have been	received in good condition:
1) Contract No. & date	:
2) Supplier's Name	:
3) Consignee's Name & Address with	
telephone No. & Fax No.	:
4) Name of the item supplied	:
5) Quantity Supplied	:
6) Date of Receipt by the Consignee	<u> </u>
7) Name and designation of Authorized	
Representative of Consignee	:
8) Signature of Authorized	
Representative of Consignee with	
date	:
9) Seal of the Consignee	:

## SECTION - VIII

	Final Accept	ance Certificate by Consignee
Date		
To		
M/s		
<u></u>		<del></del>
Subject: Certific	cate of commission	ning of equipment/plant.
		equipment(s)/plant(s) as detailed below has / have bee
		n all the standard and special accessories in accordances. The same has been installed and commissioned.
(a) Contract No		dated
(a) Contract No	of the equipment(s	s)/plants:
		s)/plants:
(c) Equipment(s	s)/ plant(s) nos.:	s)/plants:
(c) Equipment(s (d) Quantity: (e) Bill of L	s)/ plant(s) nos.: coading/Air Way	Bill/Railway Receipt/ Goods Consignment Note N
(c) Equipment(s) (d) Quantity: (e) Bill of I	s)/ plant(s) nos.: Loading/Air Way dated	Bill/Railway Receipt/ Goods Consignment Note N
(c) Equipment(s (d) Quantity: (e) Bill of L (f) Name of the	ooding/Air Way dated vessel/Transporter	Bill/Railway Receipt/ Goods Consignment Note N
(c) Equipment(s) (d) Quantity: (e) Bill of I  (f) Name of the (g) Name of the	coading/Air Way dated vessel/Transporter Consignee:	Bill/Railway Receipt/ Goods Consignment Note N
(c) Equipment(s (d) Quantity: (e) Bill of L  (f) Name of the (g) Name of the (h) Date of com	coading/Air Way dated vessel/Transporter Consignee: missioning and pre	Bill/Railway Receipt/ Goods Consignment Note Note Street:
(c) Equipment(s) (d) Quantity: (e) Bill of I (f) Name of the (g) Name of the (h) Date of com 02. a. The provi	Loading/Air Way dated vessel/Transporter Consignee: missioning and prong test has been de	Bill/Railway Receipt/ Goods Consignment Note Note Strict S
(c) Equipment(s) (d) Quantity: (e) Bill of L (f) Name of the (g) Name of the (h) Date of com 02. a. The provi	coading/Air Way dated vessel/Transporter Consignee: missioning and pro- ng test has been de	Bill/Railway Receipt/ Goods Consignment Note Note Strict S
(c) Equipment(s (d) Quantity: (e) Bill of L  (f) Name of the (g) Name of the (h) Date of com  02. a. The provi to operate the b. The supplier of c. The supplier of	coading/Air Way dated vessel/Transporter Consignee: missioning and prong test has been decented equipment(s)/plan has successfully denas provided training	Bill/Railway Receipt/ Goods Consignment Note Items:  oving test:  one to our entire satisfaction and operators have been trainint(s).

Signature Name Designation with stamp

## SECTION - IX CHECKLIST

## Name of Bidder: Name of Manufacturer:

SI No.	Activity	Yes/ No/ NA	Page No. in the Bid document	Remarks
1a	Have you enclosed EMD of required amount for the quoted schedules?			
1b	Items name with brand if so			
2a	Have you enclosed duly filled Tender Form as per format in Section V?			
2b	Have you enclosed Power of Attorney in favour of the signatory?			
3a	Have you enclosed clause-by- clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
3b	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?		1	
3c	Have you uploaded quoted equipment catalogue/ brochure(s) showing detailed technical specifications?			
<b>4</b> a	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Appendix - 5 of TE document in respect of all orders?			
4b	Have you submitted copy of the order(s) and end user certificate?			
5	Have you submitted list of items quoted, their models and quantity in Section-VI in technical bid?			
6	If you are an Authorised Agent, have you submitted Manufacturer's Authorisation Form as per proforma at			

	Appendix - 6.		
7	Have you submitted prices of	 	
•	goods, turnkey (if any) in the		
	Price Schedule as per Appendix		
	- 3A & Appendix – 3B (where		
	CMC is applicable)?		
8	Have you kept bid validity of 180	 	
	days from the Techno		
	Commercial Tender Opening		
	date as per the TE document?		
9	Have you furnished PAN No. as	 	
	allotted by the Income Tax		
	Department of Government of		
	India?		
10	Have you intimated the name		
	and full address of your Banker		
	(s) along with your Account		
	Number		
11	Have you fully accepted		
	payment terms as per TE		
	document?	 	
12	Have you fully accepted delivery		
	period as per TE document?		
13	Have you submitted the		
	certificate of Incorporation?		
14	Have you accepted the warranty		
45	as per TE document?		
15	Have you accepted terms and		
40	conditions of TE document?		
16	Have you furnished documents		
	establishing your eligibility &		
	qualification criteria as per TE documents?		
17	Have you furnished Audited	 	
17	Balance Sheet and Profit & Loss		
	Account and Net Worth		
1	Certificate, Turnover Certificate		
	for the three years (2018-19 to		
	2020-21)?		
18	Have you provided standard		
10	specifications of all		
	consumables in sufficient details		
	to run the machine as per		
	clause 46.1 (a)?		
	viado to. i (a):		

N.B.

- 1. All pages of the Tender Bid should be page numbered and indexed.
- 2. The Bidder may go through the checklist 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.
- 3. It is the responsibility of the tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date) (Full name, designation & address of the person duly authorized to sign on behalf of the Bidder)

For and on behalf of (Name, address and stamp of the tendering firm)

OVER, TRIAL RUN, TRAINING OF OPERATORS (Address of the Tender Inviting Authority's/Consig	
Contract No dated	nee's onice issuing the contract)
This is in continuation to this office's Notificat	ion of Award No dated
 1. Name & address of the Supplier:	
2. Tender Inviting Authority's TE document No	dated and
subsequent Amendment No, dated Inviting Authority	(if any), issued by the Tender
3. Supplier's Tender No date	ed and subsequent
communication(s) No dated	(if any), exchanged between the
supplier and the Tender Inviting Authority in connection v 4. In addition to this Contract Form, the following	
in the documents mentioned under paragraphs 2 and 3 a	above, shall also be deemed to form
and be read and construed as integral part of this contractions:	ct:
(i) General Instructions; (iii) List of Requirements;	
(iv) Technical Specifications;	
<ul><li>(vi) Tender Form furnished by the supplier;</li><li>(vii) Price Schedule(s) furnished by the supplier in</li></ul>	its tonder
(viii) Manufacturers' Authorisation Form (if applica	· · · · · · · · · · · · · · · · · · ·
(ix) Tender Inviting Authority's Notification of Awar	rd
the definitions and abbreviations incorporated under o	f contract referred to above. Further, clause 1 of 'General Instructions to
as are respectively assigned to them in the conditions of the definitions and abbreviations incorporated under o	f contract referred to above. Further, clause 1 of 'General Instructions to shall also apply to this contract.
as are respectively assigned to them in the conditions of the definitions and abbreviations incorporated under of Bidders' of the Tender Inviting Authority's TE document s	f contract referred to above. Further, clause 1 of 'General Instructions to shall also apply to this contract.  (Signature, name and address of the TIA's authorised official)
as are respectively assigned to them in the conditions of the definitions and abbreviations incorporated under of Bidders' of the Tender Inviting Authority's TE document s	f contract referred to above. Further, clause 1 of 'General Instructions to shall also apply to this contract.  (Signature, name and address
as are respectively assigned to them in the conditions of the definitions and abbreviations incorporated under of Bidders' of the Tender Inviting Authority's TE document s	f contract referred to above. Further, clause 1 of 'General Instructions to shall also apply to this contract.  (Signature, name and address of the TIA's authorised official)
as are respectively assigned to them in the conditions of the definitions and abbreviations incorporated under of Bidders' of the Tender Inviting Authority's TE document s	contract referred to above. Further, clause 1 of 'General Instructions to shall also apply to this contract.  (Signature, name and address of the TIA's authorised official) on behalf of
as are respectively assigned to them in the conditions of the definitions and abbreviations incorporated under of Bidders' of the Tender Inviting Authority's TE document seems of the Tender Invitation s	contract referred to above. Further, clause 1 of 'General Instructions to shall also apply to this contract.  (Signature, name and address of the TIA's authorised official) on behalf of
as are respectively assigned to them in the conditions of the definitions and abbreviations incorporated under of Bidders' of the Tender Inviting Authority's TE document services.  For and Received and accepted this contract  (Signature, name and address of the supplier's executed authorised to sign on behalf of the supplier)	cecutive
as are respectively assigned to them in the conditions of the definitions and abbreviations incorporated under of Bidders' of the Tender Inviting Authority's TE document services.  For and Received and accepted this contract  (Signature, name and address of the supplier's executed duly authorised to sign on behalf of the supplier)  For and on behalf of	cecutive
as are respectively assigned to them in the conditions of the definitions and abbreviations incorporated under of Bidders' of the Tender Inviting Authority's TE document services.  For and Received and accepted this contract  (Signature, name and address of the supplier's executed authorised to sign on behalf of the supplier)	cecutive
For and Signature, name and address of the supplier's extended authorised to sign on behalf of the supplier)  For and on behalf of	cecutive
For and  Received and accepted this contract  (Signature, name and address of the supplier's exduly authorised to sign on behalf of the supplier)  For and address of the supplier)  (Name and address of the supplier)	cecutive
For and  Received and accepted this contract  (Signature, name and address of the supplier)  For and on behalf of  (Name and address of the supplier)  (Seal of the supplier)	cecutive

Tend	ler Ref no. :	ated					
(NOT	REQUIRED AT T	ECHNICAL BID	J				
nedul o.	Name of Item	Unit Rate (Rs.) (A)	Quantity (B)	Value (C) C=A*B	Tax (%) (D)	Total Taxes (Rs.) (E) E= C*D/100	Total (F)=C+E
	,						
G	rand Total (G)						
may	•	in Rupees :				al bid. Actual nur	
Price	shall prevail. b) List of th	ne items to be qu	uoted is e	nclosed at	"ANNEX	(URE-A"	
			<del>-</del>				
			Seal o	of the Bidd	ler		

Tender: J/9/RIMS-2022 Place: Date: Appendix-4 Bank Guarantee Format for Performance Security/CMC Security (to be furnished separately for Performance Security and CMC security) To The Director, Regional Institute of Medical Sciences, Lamphelpat, Imphal, Manipur - 795004 Bank Guarantee No: Amount of Guarantee: Guarantee covers from: Last date for lodgment of claim: This Deed of Guarantee is executed by ...... (Bankers Name & Address) having our Head Office at ......(address) (hereinafter referred to as "the Bank") in favour of The Director, Regional Institute of Medical Sciences, Lamphelpat, Imphal, Manipur - 795004 (hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs. \_\_\_\_\_/-(Rupees Only) as per the request of M/s. having its office address at (hereinafter referred to as "Successful Bidder/ Supplier") against Contract No. \_\_\_dated / \_\_\_\_ of RIMS, Imphal. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs.\_\_\_\_\_ (Rupees Only). AND WHEREAS it has been stipulated by you in the said Contract that the Successful Bidder/Supplier shall furnish you with a Bank Guarantee by a Scheduled/ Nationalised Bank for the sum specified therein as security for compliance with the Successful Bidder/Supplier performance/CMC\* obligations for a period in accordance with the contract. AND WHEREAS we have agreed to give the Successful Bidder / Supplier a Guarantee. THEREFORE, we (Bankers address)...... hereby affirm that we are Guarantors and responsible to you on behalf of the Successful Bidder/Supplier up to a total of Rs.\_\_\_\_\_/- (Rupees\_ Only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without any demur,

cavil or argument, any sum or sums within the limit of Rs.\_\_\_\_ /-

(Rupees	_Only)	as	aforesaid,	without y	our r	needing to
prove or show grounds or	reasons	for	your dema	and or the	sum	specified
therein. We will pay the gua	ranteed a	amo	unt notwith	standing a	ny o	bjection o
dispute whatsoever raised by	y the Suc	ces	sful Bidder/	Supplier.		

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to ----- (indicate number) months from the date of Notification of Award i.e. up to ----- (indicate date)

(Signature with date of the authorised officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

<sup>\*</sup> Strike out whichever is not applicable.

<sup>\*</sup> This institute will charge a sum of Rs.10,000/- (Rupees ten thousand) for BG.

## Appendix - 5 PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)
(Please submit separately for the quoted model and similar type model)

Tender Reference No.	:
Date of opening	:
Time	:
Name and address of the Bidder	:
Name and address of the manufactu	ırer :

Order placed by (full address, tel. & e-mail of TIA/Ordering Authority	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning satisfactorily (attach documentary proof)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

## Signature and seal of the Bidder

\*\*The documentary proof will be a certificate (as detailed in the format) from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited

- a. For supplies made to public sector units in India, an affidavit that the performance statement given is correct
- b. However in case of supplies to private sector units, an affidavit confirming that the performance statement is correct along with
- i. Copy of Purchase orders
- ii. Copy of Invoices
- iii. Proof of payment received from Purchasers
- iv. Documentary evidence (Client certificate) in support of satisfactory completion of orders