



**REGIONAL INSTITUTE OF MEDICAL SCIENCES,
IMPHAL, MANIPUR**

PIN	:	795004
Fax	:	0385-2414625
Phone	:	0385- 2414539 0385-2414629
e-mail	:	rims@rims.edu.in
website	:	www.rims.edu.in

**EXPRESSION OF INTEREST (EOI) CUM
REQUEST FOR PROPOSAL (RFP)**

**PROVIDING PROJECT MANAGEMENT CONSULTANCY(PMC) SERVICES FOR
CONSTRUCTION & DEVELOPMENT OF INFRASTRUCTURE WORKS AT RIMS,
IMPHAL**

INVITATION OF EXPRESSION OF INTEREST (EOI) CUM REQUEST FOR PROPOSAL
(RFP) FROM AGENCIES ELIGIBLE UNDER GFR 133(3)

For

PROVIDING PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR
CONSTRUCTION & DEVELOPMENT OF INFRASTRUCTURE WORKS
AT VARIOUS LOCATIONS OF RIMS, IMPHAL

RIMS, Imphal invites online bids from Central/State Public Sector Undertakings (PSUs) and eligible as per GFR, 2017 under Rule 133 (3) for preparation of Detailed Project Report (DPR), for consultancy with reference to Construction & Development of Infrastructure Works at various locations of RIMS, Imphal. The PMC Agency shall be selected / appointed on the basis of Qualification criteria as mentioned. **There shall be two slabs- Slab A for projects upto Rs.20 Cr and Slab B for Projects over Rs.20 Cr.** The detailed terms and conditions and other information related to this notice are available on <https://www.rims.edu.in> and <https://eprocure.gov.in> portal.

Time schedule for various bid related events

Published Date	8 th of December 2023 (1:00 PM)
Bid Submission last Date	28 th of December 2023 (11:00 AM)
Pre-bid meeting Date	21 th of December 2023 (3:00 PM)
Technical Bid Opening Date	29 th of December 2023 (3:00 PM)
Date of Presentation	8 th of January 2024 (11:00 AM)
Date of Opening of Financial Bid	Will be intimated later
Address For Communication	Director, RIMS Lamphelpat, Imphal, PIN- 795004

Sd/-

Director, RIMS

Imphal, Manipur

1. AIMS AND OBJECTIVES

1.1 Bids are invited from construction agencies i.e. Central / State Public Sector undertakings (PSUs) as specified under GFR Rule 133(3) who are eligible as per eligibility criteria of bid document No.: EOIRFP/RIMS/2023-24/1 with an aim & objective to determine the lowest service charges and enlist agencies to carry out construction and maintenance projects of Civil and/or Electrical works of RIMS, Imphal and other buildings of RIMS located in state of Manipur, India in accordance with Rule 133(3) of GFR 2017. The Construction Agencies shall be required to provide the services as per scope of services defined in eligibility criteria. Invitation from construction agencies shall be under TWO SLABS that is SLAB A for projects upto Rs.20 Cr and SLAB B for projects over Rs.20 Cr.

1.2 The lowest service charges so determined in each slab shall be applicable on construction works allocated to the bidder.

2. SCOPE OF SERVICES TO BE PROVIDED BY CONSTRUCTION AGENCY:

2.1 The brief scope of services on part of the Construction Agency shall include the services as may be assigned by the RIMS, Imphal in general and shall include but not limited to the following:

Providing all engineering services for creating/ maintaining / making functional in all respect the infrastructure on turnkey basis (concept to commissioning) in general but not limited to as described below.

2.2 Architectural Consultancy

The architectural consultancy shall include 3-D presentation having three options of LOP with cost optimization findings after making general detailed site survey, preparation of survey plans, Preparation of multi-options Master Plan with cost benefit analysis and giving broad specifications, Architectural layouts of bldgs., elevations, sections, detailed working drawing, Structural Drawings, detailed engg., preparation of BOQ with broad specifications. The consultant shall also obtain vetting of the structural drawings from institute as approved by RIMS, Imphal.

INVITATION OF EXPRESSION OF INTEREST (EOI) CUM REQUEST FOR PROPOSAL
(RFP) FROM AGENCIES ELIGIBLE UNDER GFR 133(3)

For

PROVIDING PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR
CONSTRUCTION & DEVELOPMENT OF INFRASTRUCTURE WORKS
AT VARIOUS LOCATIONS OF RIMS, IMPHAL

RIMS, Imphal invites online bids from Central/State Public Sector Undertakings (PSUs) and eligible as per GFR, 2017 under Rule 133 (3) for preparation of Detailed Project Report (DPR), for consultancy with reference to Construction & Development of Infrastructure Works at various locations of RIMS, Imphal. The PMC Agency shall be selected / appointed on the basis of Qualification criteria as mentioned. **There shall be two slabs- Slab A for projects upto Rs.20 Cr and Slab B for Projects over Rs.20 Cr.** The detailed terms and conditions and other information related to this notice are available on <https://www.rims.edu.in> and <https://eprocure.gov.in> portal.

Time schedule for various bid related events

Published Date	8 th of December 2023 (1:00 PM)
Bid Submission last Date	28 th of December 2023 (11:00 AM)
Pre-bid meeting Date	21 th of December 2023 (3:00 PM)
Technical Bid Opening Date	29 th of December 2023 (3:00 PM)
Date of Presentation	8 th of January 2024 (11:00 AM)
Date of Opening of Financial Bid	Will be intimated later
Address For Communication	Director, RIMS Lamphelpat, Imphal, PIN- 795004

Sd/-

Director, RIMS

Imphal, Manipur

The details are as below but not limited to:

- 2.2.1 Obtain approval of RIMS, Imphal for the conceptual plan/s of project.
- 2.2.2 Preparation of layout and detailed Architectural plans, individual building plans, detailed working drawings, Structural drawings, drawings of buildings, plumbing, sanitary, STP, ETP, water supply, electrical services, generators, air-conditioning, lifts, fire protection services, telephone wiring, landscaping etc as per requirement and submission to concerned local bodies, wherever necessary and to obtain their approval if required before and after completion of work.
- 2.2.3 Soil Investigation before preparation of detailed structural drawings/ architectural drawings for the analysis of foundation type with suitable depth of foundation.
- 2.2.4 Vetting of Structural drawings before execution from IIT/NIT/reputed Govt. Engg. College
- 2.2.5 Feasibility of potable water shall also obtain in Ground Water Report with Hydrological Survey report.
- 2.2.6 Preparation of Preliminary Estimate/Detailed Estimate(Technical Sanction) with broad specifications on the basis of DPAR/DSR with prevailing Cost Index approved by CPWD.

3. PROJECT MANAGEMENT CONSULTANCY

The project management consultancy shall include Value Engineering, Tendering, Execution, Supervision, Quality Control & Assurance Plan, Maintenance, RA/FB disbursement, audit replies, resource optimization etc.

- 3.1 Presentation about the DPR for the RIMS, Imphal projects including salient features as multi-options for Master Plan with cost benefit analysis, architectural drawings, broad specifications, cash flow (over the life of the project), composition of project team, quality management plan for the project, important milestones in the project execution, obligations of the authority and the contractor and possible risks and mitigation measures. Record of discussions during presentation shall become part of tender/

project record.

3.1.1 IT based project monitoring system, for improving efficiency, transparency and aid faster decision making in execution of projects, should be integrated with e-MBs (Electronic-Measurement Books) as early as possible.

3.1.2 Complete construction of projects through contractors/vendors for work and supply of materials and labour or both, by way of time scheduling, monitoring, supervision, quality assurance/control, accounting, payment bills and taxes, royalty, GST, cess etc.

3.1.3 Co-ordination with all other agencies, local authorities/bodies for implementation of project as per requirement of site conditions and local bye- laws.

3.1.4 Invitation of tenders in most open & transparent manner giving wide publicity complying with GFR-2017, CPWD works Manual-2019, DoE, MoF, CVC/ CTE guidelines as per RIMS, Imphal norms and award of works.

3.1.5 Supervision and Quality control as per CPWD specifications/BIS codes of practice. Incorporation of QAP (Quality Assurance Plan) in the tender document/ contract. Schedule of visit by various levels of officials should also be part of QAP with list of preferred make for all civil / electrical works.

3.1.6 After completion, handing over the project to RIMS, Imphal in complete and good shape between RIMS and the Agency along with a hard copy and soft copy of full set of completed drawings and services, in soft & hard copies, soil test report, bore hole/tube well data/ details, structural soundness report from IIT/NIT/ Govt. Engineering College.

3.1.7 Any other services as included in the specific sanction of project.

4. BID SUBMISSION & OPENING

A. Instructions for submission of Bid

- a) Bids are invited on <https://eprocure.gov.in> Portal. No physical bids will be entertained/accepted.
- b) Each page of the bid document shall be signed with seal by an officer of agency/bidder not less than the rank of General Manager or Superintending Engineer or equivalent, duly authorized by competent authority.
- c) Bids of only those bidders whose bids are complete in all respect and qualify as per eligibility criteria prescribed by RIMS, Imphal shall be considered. RIMS reserves the right to accept or reject any or all bids received by it without assigning any reason.
- d) Any modification/deviation in Bid Document shall make the bid as non responsive and liable to be rejected summarily without assigning any reason thereof.

B. Pre Bid Meeting

- a) The purpose of the pre-bid meeting shall be to clarify the issues and to answer queries on any matter that will be raised by the participating intending bidders.
- b) The bidder are requested, as far as possible, to submit all queries through rims@rims.edu.in only not later than two days before the pre-bid meeting. It may not be practicable to answer all queries received at the time of meeting but queries and responses / clarifications shall be issued in accordance with the subsequent clauses. All communication must be addressed to
- c) The bidder (or his authorized representative) who have submitted queries through rims@rims.edu.in and also interested bidders will submit their email address to rims@rims.edu.in so that virtual link will be sent to attend the pre-bid meeting on date and time mentioned on **page-2** of this document.

- d) The text of the queries raised and the responses given together with any responses prepared after the pre-bid meeting shall be posted at <https://www.rims.edu.in> Portal.

C. Opening of Bids

The Custodian (RIMS, Imphal) will open the Bids at the prescribed date and time as per provisions of <https://eprocure.gov.in> Portal.

Comparison of Bids and Award Criteria

- a) Services charges received shall be compared for both slabs separately. **Based on the lowest service charges quoted in a Slab, Service Charges for that slab shall be arrived at and shall be notified accordingly.** The validity of these service charges shall be initially for Three years and can be extended of further.
- b) Other eligible agencies (L-2, L-3 and so on), may also be given chance to submit the acceptance for Service Charges so notified within the specified period. Eligible Construction Agency may also be considered for allocation of works till validity of existing bid document.
- c) RIMS also reserves the right to allocate any or all works on the lowest service charges as determined & notified in para (b) above to any other eligible agency also.

5. ALLOCATION OF WORKS

- a) The Custodian reserves the right to accept in part or in full any Bid or reject any or more Bid(s) without assigning any reason or to cancel the entire or part of Bidding process and reject all Bids at anytime without incurring any liability, whatsoever to the affected Bidder or Bidders.
- b) RIMS, Imphal shall not be bound to allocate any work or all the work to eligible Construction Agencies only. **(The bids being invited are non-binding and without any commitment of award of work).**
- c) RIMS, Imphal reserves full right to award the work to any other agency after the bidding process is over and who has not participated in the bidding process, provided such agency meets the eligibility criterion specified in Section and accepts to work on lowest service charges so notified.

5.1 Execution of Memorandum of Agreement

- a) The RIMS, Imphal shall notify the lowest service charges for both the slabs in writing. RIMS shall also provide a reasonable time to all eligible bidders to submit the acceptance for execution of works on lowest service charges so notified.
- b) The successful bidder shall execute Memorandum of Agreement on non-Judicial stamp paper of Rs.100/- within fifteen days on allocation of each work from the date of issue of A/A & E/S / Provisional A/A & E/S and start the work from the date of issue of Administrative Approval / Provisional Administrative Approval. The same shall be as per norms of RIMS as amended time to time and can be seen during office hours at RIMS office.

5.2 Corrupt or Fraudulent Practices

- A. It is required by all concerned to observe the highest standard of ethics during the bidding process and execution of such contracts. In pursuance of this policy, the Custodian/RIMS:-

- (a) Will reject bid/contract if it determines that the Bidder, recommended for award, has engaged in corrupt or fraudulent or collusion or coercive

practices in competing for the contract in question;

(b) Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the custodian/RIMS if it at any time determines that the agency has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/deliberate negligence in-executing the contract.

(c) The Custodian reserves the right not to conclude contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

A separate Integrity Pact as per Annexure-V shall be executed on non-judicial stamp paper on denomination of Rs.100/-with the bidder to whom the work shall be allocated.

B. Any dispute arising out of the process of bidding shall be dealt with by courts at Imphal.

C. It is made clear that acceptance of bid and conveying of the same by RIMS to the successful bidder does not confer any right to the bidder to get the work allocated. RIMS reserves its right to take appropriate decision in the matter after taking into account overall issues concerning the projects as time is the essence of the contract which should be strictly adhered to by the bidder.

The bidders who shall produce sufficient documents/certificates in respect of having eligibility criteria as mentioned below shall be considered as qualified and allowed for consideration of opening of Price bid.

6. ELIGIBILITY CRITERIA

The eligibility criteria for declaring the intending bidders as qualified for opening of Financial bid shall be as below:

As specified under GFR 2017 Rule 133(3), the bidder/Agency should be a Public Sector Undertaking set up by the Centre or State Govt. To carry out Civil & Electrical works or any Central/State Govt. Organization/PSU which may be notified by the Ministry of Urban Development for such purpose. Relevant supporting documents may be furnished along with MoU.

(An affidavit in this regard shall be submitted & signed by an officer not below the rank of Superintending Engineer or eq.)

6.1 SLAB A- For Projects upto Rs 20 CR

The Bidder/Agency should have average annual financial turnover of not less than Rs.20 Crores on Construction Work (Civil including Electrical) during last three years out of last Five years' balance sheet duly audited by Finance Wing. The Bidder/Agency should also be a profit making company during at least two years out of the last three Financial Years mentioned above.

The Bidder/Agency should have following satisfactorily completed works during the last Five years ending previous day of last date of submission of bid and this should be certified by the officer not below the rank of Superintending Engineer or equivalent.

- a) Three similar work each costing not less than. Rs. 8.00 Crores, or
- b) Two similar work each costing not less than. Rs. 12.00 Crores, or
- c) One similar work costing not less than Rs. 16.00 Crores

-The agency should have Solvency of 40% of the qualifying amount.

6.2 SLAB B-For Projects over Rs 20 CR

-The Bidder/Agency should have average annual financial turnover of not less than Rs.100 Crores on Construction Work (Civil including Electrical) during last three years out of last Five years. The Bidder/ Agency should also be a profit making

Company during at least two years out of the last three Financial Years mentioned above.

-The Bidder/Agency should have following satisfactorily completed works during the last Five year sending previous day of last date of submission of bid and this should be certified by the officer not below the rank of Superintending Engineer or equivalent.

a) Three similar work each costing not less than. Rs. 40.00 Crores, or

b) Two similar work each costing not less than. Rs. 60.00 Crores, or

c) One similar work costing not less than Rs. 80.00 Crores

- Minimum Griha 3 star certification in at least One Project during the last 3 Years.
(Applicable for agencies applying for works over Rs.20cr.)

-The agency should have Solvency of 40% of the qualifying amount.

The Bidder/Agency should have an office setup already with adequate regular technical staff posted particular in the region for which PMC charges are being quoted in order to assure RIMS for their competence for structural design and architectural aspects. Relevant supporting documents shall be furnished for the same.

Note: **Similar Works** shall mean construction of Building Works i/c Electrical Work The Certificate/Documents received from Client Department in respect of satisfactory completion of work may also be submitted. In support of above, the Bidder is required to furnish the required documents, Performance Statement.

PROFORMA FOR PERFORMANCE STATEMENT

Details of works received & completed satisfactory with all the details.

PRICE BID SUBMISSION FORM *(In a separate envelope)*

To

The Director
RIMS, Imphal.

Ref: Bid No _____

Option Applied For : SLAB A / SLAB B

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No., dated (if any), the receipt of which is hereby confirmed. We hereby submit our proposal in conformity with your above referred bid document for the Service Charges FOR new construction and maintenance & repair works in the Price Bid as below, attached herewith and made part of this Bid.

SLAB A Service Charges _____%(In Figures) of project cost
Service Charges _____% (In words) of project cost
(inclusive of all applicable taxes and charges, levies ,GST, etc.)

SLAB B Service Charges _____%(In Figures) of project cost
Service Charges _____%(In words) of project cost
(inclusive of all applicable taxes and charges, levies ,GST, etc.)

We agree to keep our Bid valid for acceptance for 180 days (or for subsequently extended period, if any, agreed to by us). We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted at anytime before the expiry of the aforesaid period.

We further confirm that, until a formal Contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding Contract between us.

We agree to all terms and conditions of RIMS, Imphal. We have read and well understood the document and shall not make any claim in case RIMS entrusts the work to any other agency.

We further understand that RIMS not bound to accept the lowest or any Bid you may

receive against your above-referred Bid Reference.

We also understand that the above quoted service charges are **inclusive of all applicable taxes and charges, levies (if any), GST etc.** Nothing extra shall be paid on such account.

We also undertake and confirm to deposit the so collected GST/taxes to the Govt. in time bound manner.

We also understand and confirm that any modification to this condition shall make our bid as non-responsive and shall be summarily rejected.

We confirm that we do not stand de-registered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/corrigendum if any

[Signature with date, name and designation] Duly authorized to sign Bid for and on behalf of

(Name of Organisation)

Certificate in respect of fulfillment of terms of Rule 133(3) of GFR 2017

Certified that (Name of organization), fulfills the terms of GFR 2017 Rule 133(3) "A public sector undertaking set up by the Central or State Govt. to carry out civil or Electrical works or any other Central/State Govt. Organization/PSU notified by the Ministry of Urban Development (MoUD) for such purposes".

[Signature of Authorised signatory with date, name and designation] For and on behalf of _____

• Strike through which is not applicable.

NOTE: This certificate shall be signed by an officer not below the rank of Superintending Engineer or equivalent and shall be submitted in envelope-1.

(Name of Organisation)

[Name & address of the Bidder]

Seal of the Organisation

Annexure-IV

Sub: Submission of bid for providing PMC services for construction & civil works of RIMS, Imphal.

Dear Sir,

I/We acknowledge that RIMS Imphal is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Bid is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NVS. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the bid, RIMS shall have unqualified, absolute and unfettered right to disqualify the bidder and reject the bid in accordance with terms and conditions of the bid.

Yours faithfully

(Duly authorized signatory of the Bidder
along with name of Organization / Construction Agency

To be signed by the bidder / Construction Agency and same signatory competent /authorized to sign the relevant contract on behalf of NVS.(On non-judicial stamp paper of denomination of Rs. 100/-)

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

Director, RIMS, Imphal represented through _____ RIMS , Imphal, Manipur Hereinafter referred as the "Principal/Owner", which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Organisation / Construction Agency)

through.....(Hereinafter referred to as the

(Details of duly authorized signatory)

"Bidder/ Construction Agency" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) Preamble

WHEREAS the Principal / Owner has floated RFP/Bid (Bid No. EOIRFP/RIMS/2023-24/1)(hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "providing PMC services for construction & civil works of RIMS hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) Construction Agency.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of RIMS, Imphal.

The RIMS commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/ Construction Agency(ies)

(1) It is required that each Bidder/Construction Agency(ies) (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Construction Agency commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender / bidding process and during the

Contract execution:

(a) The Bidder(s)/ Construction Agency will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/ Construction Agency will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Construction Agency (ies) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Construction Agency will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Construction Agency will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

7. The Bidder(s)/Construction Agency will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

8. The Bidder(s)/Construction Agency will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

The Bidder(s)/Construction Agency will not, directly or through any other person or

firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Construction Agency and the Bidder/ Construction Agency accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Construction Agency, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the Construction Agency shall have powers to disqualify the Bidder(s)/Construction Agency from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ Construction Agency from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Construction Agency.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Construction Agency, or of an employee or a representative or an

associate of a Bidder or Construction Agency which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Construction Agency as deemed fit by the Principal/ Owner.
3. If the Bidder/ Construction Agency can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Construction Agency /Subcontractors

1. The Bidder(s)/Construction Agency undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/ Construction Agency shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its contractors/vendors/Sub contractor (sub vendors).
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Construction Agency.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Construction Agency 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of RIMS.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
4. Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal And Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of RIMS, Imphal)

.....
(For and on behalf of Bidder/Construction Agency along with name of construction Agency)

WITNESSES:

- 1..... (signature, name and address)
- 2.....(signature, name and address)

Place: Date: