

**Invitation of Bids through e-Tender for procurement of Dietary and Dry Ration items for use in the RIMS Hospital, Imphal.**

Director, Regional Institute of Medical Sciences, Imphal invites Bids from eligible and qualified Bidders for supply of Dietary Articles and Dry Ration items for use in RIMS Hospital, Imphal. Evaluation of tenders/goods shall be done category -wise and bidders may submit bids for all items, or for a particular category.



Deputy Director (Admn.),  
Regional Institute of Medical Sciences,  
Imphal, Manipur - 795004  
URL: [www.rims.edu.in](http://www.rims.edu.in)  
PHONE: 0385 - 2414720

(SECTION I)

(1) 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)	<p>EMD Amount of Rs.3,00,000/- (Rupees Three lakhs only) to be paid by way of Demand Draft or Banker's Cheque, drawn in favor of "Director, RIMS, Imphal" and payable at Imphal only.</p> <p>EMD may be enclosed in an envelope, superscribed with "EMD for Dietary and Dry Ration items for use in the RIMS Hospital, Imphal".</p> <p>Requests for exemption from EMD from MSME firms, should be submitted with relevant supportive documents.</p> <p>EMD should reach the Institute within 7 days after the Bidding end date and it should be drawn with the Bid End Date. EMD received after this deadline will be summarily rejected.</p>
4.	Tender submission	<p>Two Part Tender comprising of Technical Bid and Financial Bid, should be submitted ELECTRONICALLY at;- <a href="https://eprocure.gov.in">https://eprocure.gov.in</a></p> <p>Stage-1 - Technical Bid, Stage-2 - Financial Bid.</p> <p>Bids received after the due date and time will be summarily rejected.</p> <p>(Bidders are not required to submit hard copy of tender Bid documents)</p>
5.	Publish Date	20 <sup>th</sup> Aug. 2025 / 2 p.m.
6.	Start Date for downloading of Tender Document	20 <sup>th</sup> Aug. 2025 / 2:30 p.m.
7.	Clarification Start Date	21 <sup>st</sup> Aug. 2025 / 9 a.m.
8.	Clarification End Date	23 <sup>rd</sup> Aug. 2025 / 4 p.m.
9.	Start Date for submission of Bids	25 <sup>th</sup> Aug. 2025 / 9 a.m.
10.	Last Date for submission of Bids	15 <sup>th</sup> Sept. 2025 / 4 p.m.
11.	Date and time for opening of Tender Bids	17 <sup>th</sup> Sept. 2025 / 9 a.m.

12.	Date and Time for opening of Financial Bids	
13.	Bid validity	180 days, may be extended as per the requirement of RIMS, Imphal.
14.	Duration of Contract	2 (two) years and extendable for 1 more year at the same terms and conditions.

(3) Tender documents may be viewed or downloaded by the interested and eligible bidders from the website [www.eproc.gov.in](http://www.eproc.gov.in) on the above-mentioned dates. Tender document may also be viewed from the website [www.rims.edu.in](http://www.rims.edu.in)

(4) Bidders can submit their bids from [www.eproc.gov.in](http://www.eproc.gov.in), on or before the dates given above, along with EMD mentioned above.

(5) Any further notifications/amendments, if any, shall be posted on [www.eproc.gov.in](http://www.eproc.gov.in) and [www.rims.edu.in](http://www.rims.edu.in) only. No separate communication shall be made with individual Bidders.

## **2. General Instructions**

### **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 familiarize 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 responsibilities of the Bidder to satisfy himself 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 his or her Bid 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 of the items in the Tender by the Successful Bidder will be permitted throughout the period of Agreement completion of contract, whichever is later.

**f) The Successful Bidder shall make all arrangements as part of the contract to supply, the goods to the beneficiaries at the location, at his or her own cost and transport.**

g) The Bidder should be fully and completely responsible, for all the deliveries and deliverables.

## **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.

#### **4 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.

#### **5 Force Majeure**

If at any time during the continuance of the Contract, the performance, in whole or in part, by either party of any obligation under this Contract, shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God, provided notice of happening of such event, duly evidenced with documents, is given by one party to the other, within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract, nor shall either party have any claim for damages against the other, in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable, after such event has come to an end or ceased to exist, and the decision of the Buyer, as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance, in whole or part of any obligation under this contract, is prevented or delayed by reason of any such event for a period exceeding 10 days, either party may at its option, terminate the contract, provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final.

#### **6. 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.

<b>Sl. No</b>	<b>Eligibility Criteria</b>	<b>Supporting documents for fulfilling the Eligibility Criteria</b>
A	Bidder should be a registered entity with the Department of Taxation/ Registrar of Companies, registered in India under the Companies Act, 1956 or 2013.	i) Copy of the Registration with Taxation Department/ Certificate of incorporation should be submitted. ii) GST registration certificate. iii) PAN Card.
B	Bidder should have an average annual turnover of Rs.75 lakhs (Seventy-Five Lakhs) or above in the last 3 financial years ending 31st March 2025, duly certified by a Chartered Accountant (in case audited financial statements for 2024-25 is not available, three financial years upto financial year ending 31st March 2024 may be considered).	i) Copies of the Audited balance sheet and Profit & Loss account for the 3 financial years should be submitted. ii) Copy of the ITR for the last 3 years should be submitted.

C	The Bidder should not have been sanctioned or black-listed by any Government/Quasi government agency during the past 3 years (even if the sanction/black-list was subsequently withdrawn).	Self-declaration certificate / notary format should be submitted.
D	The Bidder should have Past Performance of at least 10% of the quoted items of similar goods, to any Govt/PSU/any renowned private organization along with Supply/ Purchase Order.	Copy of said orders.
E	Bid Security.	As defined at clause no.8 of the tender document.
F	Exemption of Bid Security.	Enclosed relevant documents seeking EMD exemption.
G	Bidder must submit complete Bank Account details.	Copy of bank details.
H	Service & Support.	An office of the service Provider must be located in the state of Consignee. Documentary evidence to be submitted.
I	Bidder must provide Trade license registration issued by a Competent Authority under the jurisdiction of Manipur	Copy of said certificate.
J	Copy of a valid FSSAI License.	Copy of said certificate.
K	Letter of Acceptance of Tender Enquiry document duly signed in each page as prove of acceptance of the terms & conditions	Letter of acceptance.
L	Letter of acceptance in regards to delivery period as per Tender Enquiry document.	Letter of Self-declaration.
M	Bidder must signed & submit the Pre Contract Integrity Pact.	As defined in the <b>Appendix -I</b>

**Important Note:**

a. Bidders should ensure that they have submitted all the required proof of documents self-attested and signed with seal, as specified in the Tender document without fail. Bids received without the supporting documents to prove their eligibility are liable for rejection. Bidder must be in a position to produce the original documents 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.**

**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. Earnest Money Deposit (EMD)**

8.1 The EMD as specified in **Section I (3)**, in the form of Demand Draft or Banker's Cheque drawn in favor of "Director, RIMS, Imphal" and payable at Imphal. A scanned copy of the EMD should be included in the documents uploaded for the Technical Bid.

Hard Copy of EMD/DD should be reached RIMS, Imphal within 7 (seven) days from date of closing tender.

8.2 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.

8.3 The EMD amount will be forfeited, 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.

8.4 The EMD amount shall be exempted for bidders, who are certified under MSME, upon furnishing of relevant documents. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.

#### **9. Security Deposit (SD)/ Bank Guarantee (BG)**

The successful Bidder will be required to remit a Security Deposit (SD)/ Bank Guarantee (BG) equivalent to Four percent (4%) of the value of the order, in the name of the "Director, RIMS, Imphal" payable at Imphal or in the form of unconditional irrevocable Bank Guarantee, valid for a period, equivalent to the Contract period from the date of acceptance of the tender on receipt of confirmation from RIMS, Imphal, and 60 days beyond. *The SD/BG shall be submitted to RIMS, Imphal within 14 days from the date of issue of the first supply order by RIMS, Imphal.* The SD/BG furnished by the Successful Bidder in respect of the tender will be returned to them after successful fulfillment of the contract.

#### **10. Bidding Instructions**

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

#### **11. Award of Contract**

a. The bids shall be evaluated category-wise and the Contract will be awarded category - wise to the respective successful bidder (L1 bidder).

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.

c. The contract shall be valid for 2 (two) years and extendable for 1 more years under the terms and conditions mentioned at Section II (Part-II).

#### **12. Acceptance of Tender and Withdrawals**

The final acceptance of the tender is entirely vested with RIMS, Imphal who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by RIMS, Imphal, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

#### **13. Execution of Contract**

13.1 The Successful Bidder should execute a Memorandum of Understanding (MOU) with the Institute within 14 days after awarding the contract.

13.2 The expenses, incidental to the execution of the agreement, should be borne by the Successful Bidder.

13.3 Violation of any of the tender terms & 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.

#### **14. Refund of EMD**

The EMD amount paid by the Successful Bidder will be refunded after submitting the Security Deposit (SD). The EMD amount of the Unsuccessful Bidder will be refunded after finalisation and issue of Supply Order to the Successful Bidder.

#### **15. Release of Security Deposit (SD) / Bank Guarantee (BG)**

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

#### **16. Forfeiture of EMD and Security Deposit (SD)/Bank Guarantee (BG)**

16.1 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.

16.2 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.

16.3 If the Successful Bidder fails to act upon to the tender conditions or backs out from the contract, the SD/BG mentioned above will also be forfeited by RIMS, Imphal.

#### **17. Liquidated Damages**

If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever.

#### **18. Payment**

Payment will be made on monthly basis. And the bills may be submitted in triplicate for payment to the Medical Superintendent, RIMS Hospital, Imphal.

#### **19. Required Delivery Schedule:**

**Delivery Period: The firm should supply the items/goods (except for the the perishable items at Category I & III) at least 15 days in advance and for the perishable items it is to be supplied on daily basis.**

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

#### **20. Termination of Contract**

##### **Termination for default**

20.1 RIMS, Imphal, may without prejudice to any other remedy for breach of contract, by written notice of default to the supplier, with a notice period of 30 days, terminate the contract in whole or part:-

i) if the supplier fails to deliver any or all of the goods, 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 judgment of RIMS, Imphal, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

21.2 In the event of RIMS, Imphal, terminating the Contract, in whole or in part, RIMS, Imphal, may procure, upon its terms and in such manner as it deems appropriate, the goods similar to those and delivered and the Successful Bidder shall be liable to RIMS, Imphal, for any additional costs for such similar goods which may be recovered from Security Deposit or any other dues of the supplier. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

#### 21. Applicable Law

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

### SECTION - II LIST OF REQUIREMENTS

#### Part I

The Requirement is briefly described as under:-

Sl. no.	Name of the items	Qty	Annual requirement (Approx.)
<b>Category - I</b>			
	<u>i) Fish (Dress &amp; Cut in medium (100gram) size pieces)</u>		
	a) Grass carp	Per kg.	21600 kgs
	b) Common carp	Per kg.	21600 kgs
	<u>ii) Egg</u>	Per no.	244800 nos.
<b>Category - II</b>			
	<u>Dal</u>		
	i) Musori Dal	Per kg.	4320 kgs.
	ii) Moong Dal	Per kg.	4320 kgs.
	iii) Natar Dal	Per kg.	4320 kgs.
	iv) Arhar Dal	Per kg.	4320 kgs.
	v) Besan (Chana)	Per kg.	1440 kgs.
	vi) Mustard Oil	Per litre	2880 litres
	<u>Spices</u>		
	i) Turmeric	Per kg.	360 kgs
	ii) Onion	Per kg.	1080 kgs
	iii) Ginger	Per kg.	300 kgs
	iv) Jira	Per kg.	300 kgs
	v) Mithi	Per kg.	300 kgs
	vi) Hing	Per kg.	60 kgs
	vii) Chillies	Per kg.	300 kgs
	viii) Garlic	Per kg.	180 kgs
	ix) Coriander seed	Per kg.	180 kgs
	x) Garam Masala	Per kg.	360 pkts
	xi) Kitchen King	Per kg.	360 pkts per/50gm
	xii) Heiri-pop	Per kg.	60 kgs
		Per kg.	60 kg
<b>Category - III</b>			



	<b><u>Vegetables (Winter)</u></b>		
	i) Cabbage	Per kg.	10800 kgs.
	ii) Cauliflower	Per kg.	10800 kgs.
	iii) Mustard leave	Per kg.	10800 kgs.
	iv) Turnip	Per kg.	10800 kgs.
	v) Tomato	Per kg.	960 kgs.
	vi) Brinjal	Per kg.	8600kgs.
	vii) Squash	Per kg.	9600kgs.
	viii) Pumpkin	Per kg.	8400kgs.
	ix) Khongdrum	Per kg.	9600kgs.
	x) Carrot	Per kg.	6000 kgs.
	xi) Beans	Per kg.	4800 kgs.
	xii) Potato	Per kg.	1800 kgs.
	xiii) Maroi Nakuppi	Per kg.	84 kgs.
	xiv) Maroi Napakpi	Per kg.	84 kgs.
	xv) Torobot (Ash Gourd)	Per kg.	9600 kgs.
	xvi) Sebot (Snake gowed)	Per kg.	8400 kgs.
	xvii) Rajma/Green Peas	Per kg.	10800 kgs.
	xviii) Coriander leave	Per kg.	60 kgs.
	<b><u>Fruits</u></b>		
	i) Apple (Medium Size)	Per piece	21600 nos.
	ii) Banana (Medium Size)	Per piece	21600 nos.
<b>Category - IV</b>			
	<b><u>Dry Ration</u></b>		
	i) Pernal rice	Per kg.	64800 kgs
	ii) Salt	Per kg.	2160 kgs
	iii) Atta Flour	Per kg.	1800 kgs

## Part II

1. All prices are to be quoted per kg/per litre/per number etc. and rate quoted should be valid for 1 (one) year, after that rates will be increased based on CPI (Customer Price Index) of Government of India , Ministry of Statistics And Programme Implementation, National Statistics Office or AGMARK rates.
2. Annual requirement given is approximate and may be increased or decreased as per the patients' footfall.
3. The Institute does not take responsibility for procurement of the above quantity.
4. The L1 will be awarded Category wise for all the items mentioned.

## SECTION - III CHECKLIST

Name & Address of Bidder:.....

Sl No.	Activity	Yes/ No/ NA	Page No. in the Bid document	Remarks
<b>A</b>	i. Have you enclosed copy of the Registration with Taxation Department/ Certificate of incorporation?			
	ii. GST registration certificate?			
	iii. PAN Card?			
<b>B</b>	Have you enclosed copy of Audited Balance Sheet and Profit & Loss Account and Net Worth Certificate, Turnover Certificate for in the last 3 financial years ending 31st March 2025, duly certified by a Chartered Accountant(in case audited financial statements for 2024-25 is not available, three financial years upto financial year ending 31st March 2024 may be			

	considered)?			
<b>C</b>	Have you provided the Non-blacklisting Self-declaration certificate / notary format?			
<b>D</b>	Have you furnished the Past Performance of at least 10% of the quoted items of the similar goods, to any Govt/PSU/any renowned private organization along with Supply/ Purchase Order?			
<b>E</b>	Have you provided a copy of EMD?			
<b>F</b>	Have you provided relevant documents if seeking EMD exemption?			
<b>G</b>	Have you provided the Bank Account details?			
<b>H</b>	Have you provided prove of address & branch office located in the state of consignee?			
<b>I</b>	Have you provided Trade license registration issued by a Competent Authority under the jurisdiction of Manipur?			
<b>J</b>	Have you provided copy of a valid FSSAI License?			
<b>K</b>	Have you provided acceptance of Tender Enquiry document duly signed with each page as prove of acceptance of the terms & conditions?			
<b>L</b>	Have you provided Letter of acceptance in regards to delivery period as per Tender Enquiry document?			
<b>M</b>	Have you provided duly signed with official seal of the Pre Contract Integrity Pact?			

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)

1. (The Medical Supdt., RIMS Hospital, Imphal)

2. (The Deputy Director (Admn.), RIMS, Imphal)

3. (The Senior Dietician, RIMS Hospital, Imphal)

(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)

## Appendix -1

### PRE CONTRACT INTEGRITY PACT

#### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2025, between, on one hand, the Director RIMS Director RIMS, Imphal, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_ Manager/Director/Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/ Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the Director RIMS, Imphal. NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows: Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/ authorised government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of \_\_\_\_\_
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### 6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either

fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

6.2 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission as per the details below presently:-

Shri Nageshwar Rao Koripalli (E-mail: knagesahwarrao@gmail.com, Mobile: 9788918555/8985970045)

Shri Bharat Prasad Singh (E-mail: bps.arunabh@gmail.com, Mobile: 9619145000)

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### 9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### 10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

#### 11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other action that may follow in accordance with the provisions of the extant law in relating to any civil or criminal proceedings.

#### 12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer.

Manager/Director/Officer.

Designation

RIMS, Imphal

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\* Provisions of these clauses would need to be amended/ deleted in line with the policy

of the BUYER in regard to involvement of Indian agents of foreign suppliers.